

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 2, 2021 beginning at 6:00 p.m. at 7038 Sky Pointe Drive, Las Vegas, NV 89131 and via Zoom Webinar. The public is invited to attend. **Those attending in person must wear a mask. Attendance will be limited according to Governor Sisolak's most current directive.**

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/82310846191?pwd=QVR1UmV6U25PeHZyUUhYK0JvakdJZz09>

Passcode: 919679 or via phone +16699009128 or +12532158782

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 related to an item.

Reasonable efforts will be made to assist and accommodate physically handicapped persons desiring to attend or participate at the meeting. Any persons requiring assistance may contact Dena Thompson at (702) 431-6260 or dena.thompson@academicnv.com two business days in advance so that arrangements may be conveniently made.

If you would like copies of the meeting agenda, support materials or minutes, please visit the school's website at <https://www.somersetacademyoflasvegas.com/> For copies of meeting audio, please email dena.thompson@academicnv.com

Public comment may be limited to three minutes per person at the discretion of the Chairperson. **Please email dena.thompson@academicnv.com to sign up for public comment.**

AGENDA

February 2, 2021 Annual Meeting of the Board of Directors of Somerset Academy of Las Vegas A College Prep School

Cultivating Effective Leaders, Good Character and a Desire to Render Service

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.

(Action may be taken on those items denoted “For Possible Action”)

1. Call to order and roll call (For Possible Action)
2. Public Comment and Discussion *(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. Review and Approval of Suspension of Officer Term Limits for One Year (For Possible Action)
4. Re-Election of Board Members John Bentham, Sarah McClellan, and Travis Mizer (For Possible Action)
5. Annual Election of Board Officers (For Possible Action)
6. 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. Minutes from the November 18, 2020 Board Meeting and the November 27, 2020 Emergency Board Meeting
 - b. Approval of Recommendations from the Finance Committee:
 1. School Financial Performance (Not for Action)
 2. Acceptance of CSP Grant Funds for Aliante and Skye Canyon
 3. Approval of the Grade-Level Maximum Enrollment for the 2021/2022 School Year
 - c. Approval of Somerset NDE Distance Education Renewal Application
7. Academic Progress Reports, Campus Recognition and Updates (For Discussion)
8. Review and Possible Action to Submit a Waiver Request to SPCSA/Governor to Increase In-Person Capacity (For Possible Action)
9. Review and Approval of Somerset Academy Academic Calendar for the 2021/2022 School Year (For Possible Action)

10. Approval of the Restorative Justice Policy (For Possible Action)
11. Review and Approval of Principal Search Parameters for Stephanie Campus for 2021/2022 School Year (For Possible Action)
12. Discussion and Possible Action to Approve the District Membership Agreement with Somerset Academy Inc. (For Possible Action)
13. Discussion Regarding Board Meeting Schedule and Strategic Planning Meeting Schedule (For Discussion Only)
14. Academics Announcements and Notifications (Information)
15. Member Comment (Information/Discussion)
16. Public Comment and Discussion *(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.)*
17. Adjournment (For Possible Action)

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) Henderson City Hall, 240 South Water Street, Henderson, NV
- 9) Las Vegas City Hall, 495 S. Main St., Las Vegas, NV
- 10) North Las Vegas City Hall, 2250 Las Vegas Blvd. North, North Las Vegas, NV
- 11) Notices.nv.gov

SOMERSET ACADEMY OF LAS VEGAS

Supporting Document

Meeting Date: February 2, 2021
Agenda Item: 3 – Review and Approval of Suspension of Officer Term Limits for One Year
Number of Enclosures: 0

SUBJECT: Suspension of Officer Term Limits for One Year

Action
 Appointments
 Approval
 Consent Agenda
 Information
 Public Hearing
 Regular Adoption

Presenter (s): Ryan Reeves/Gary McClain

Recommendation:

Proposed wording for motion/action:

Move to approve the suspension of officer term limits for one year.

Fiscal Impact: N/A

Estimated Length of time for consideration (in minutes): 5-7 Minutes

Background: The Board will discuss the possibility of suspending term limits due to the impact of the pandemic. This would allow the current officers to remain in their positions should the Board choose to re-elect.

Submitted By: Staff

SOMERSET ACADEMY OF LAS VEGAS

Supporting Document

Meeting Date: February 2, 2021

Agenda Item: 4 – Re-Election of Board Members John Bentham, Sarah McClellan, and Travis Mizer

Number of Enclosures: 0

SUBJECT: Re-Election of Board Members

- Action
- Appointments
- Approval
- Consent Agenda
- Information
- Public Hearing
- Regular Adoption

Presenter (s): Ryan Reeves/Gary McClain

Recommendation:

Proposed wording for motion/action:

Move to re-elect John Bentham, Sarah McClellan, and Travis Mizer to the Somerset Academy of Las Vegas Board of Directors.

Fiscal Impact: N/A

Estimated Length of time for consideration (in minutes): 3-5 Minutes

Background: The terms for Board Members John Bentham, Sarah McClellan, and Travis Mizer are set to expire. As such, they will need to be re-elected to the Board of Directors.

Submitted By: Staff

SOMERSET ACADEMY OF LAS VEGAS

Supporting Document

Meeting Date: February 2, 2021
Agenda Item: 5 – Annual Election of Board Officers
Number of Enclosures: 1

SUBJECT: Annual Election of Board Officers

Action
 Appointments
 Approval
 Consent Agenda
 Information
 Public Hearing
 Regular Adoption

Presenter (s): Ryan Reeves/Gary McClain

Recommendation:

Proposed wording for motion/action:

NOMINATION OF BOARD OFFICER(S)

“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, by either vocal vote or raise of hands, 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, by either vocal vote or raise of hands, and announce the result, **“_____ has been elected as the Vice 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 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, by either vocal vote or raise of hands, 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, by either vocal vote or raise of hands, and announce the result, **“_____ has been elected as the Treasurer on the Board of Directors for Somerset Academy of Las Vegas.”**

Fiscal Impact: N/A

Estimated Length of time for consideration (in minutes): 3-5 Minutes

Background: Pursuant to the Board of Directors’ Bylaws, an annual election of Board Officers is required to take place.

Submitted By: Staff

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) A standard term shall consist of five (5) years. Directors may serve on the Board a maximum of two terms whether standard or otherwise.
1. Founding Directors: Terms of the Founding Directors shall be staggered so that no more than 1/2 of the Board shall be up for election in any one year, unless a vacancy(ies) needs to be filled. To initially stagger the terms for the founding board, two Directors will serve three-year terms, two Directors will serve four-year terms, and the remaining three Directors will serve the usual five-year term. Those Founding Directors who will serve the three, four, and five year terms will be determined by lottery at the first official board meeting upon receipt of the charter. For purposes of determining term limits, Founding Director's terms shall not begin until January 1 of the initial school year in which they became the Board of Directors as indicated in Article III Section 4.
 2. New Directors: New Directors are eligible to serve two (2) consecutive standard terms, unless, by doing so, more than half the Board would be up for election in any one year. In this case, the new Director will be given either a three or four-year initial term, which ever term would prevent more than half of the Board being up for election in one year. New Directors will begin serving on the Board immediately following their election to the Board. For the purpose of determining term limits, the New Director's initial term will begin on January 1 of the school year in which they were elected.
- (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.

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

Supporting Document

Meeting Date: February 2, 2021
Agenda Item: 6 – Consent Agenda
Number of Enclosures:

SUBJECT: Consent Agenda

Action
 Appointments
 Approval
 Consent Agenda
 Information
 Public Hearing
 Regular Adoption

Presenter (s): Board

Recommendation:

Proposed wording for motion/action:

Move to approve the items for action on the consent agenda.

Fiscal Impact: N/A

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.

Submitted By: Staff

SOMERSET ACADEMY OF LAS VEGAS

Supporting Document

Meeting Date: February 2, 2021 Agenda Item: 6a – Minutes from the November 18, 2020 Board Meeting and the November 27, 2020 Emergency Board Meeting Number of Enclosures: 2

SUBJECT: Minutes Approval

<input type="checkbox"/> Action
<input type="checkbox"/> Appointments
<input type="checkbox"/> Approval
<input checked="" type="checkbox"/> Consent Agenda
<input type="checkbox"/> Information
<input type="checkbox"/> Public Hearing
<input type="checkbox"/> Regular Adoption

Presenter (s): Board

Recommendation:

Proposed wording for motion/action:

Consent

Fiscal Impact: N/A

Estimated Length of time for consideration (in minutes): 0 Minutes
--

Background: Board meetings were held on November 18, 2020 and November 27, 2020. As such, the minutes will need to be approved for these meetings.
--

Submitted By: Staff

MINUTES
of the meeting of the
BOARD OF DIRECTORS of SOMERSET ACADEMY OF LAS VEGAS
November 18, 2020

Board of Directors of Somerset Academy of Las Vegas held a public meeting on November 18, 2020 at 6:00 p.m. via Zoom webinar.

1. Call to Order and Roll Call

Board Chair John Bentham called the meeting to order at 6:01 p.m. In attendance were Board members LeNora Bredsguard, Sarah McClellan, John Bentham, Travis Mizer, Will Harty, Cody Noble, and Renee Fairless.

Also present were Principal Lee Esplin, Principal Cesar Tiu, Principal Jessica Scobell, Principal Elaine Kelley, Principal Kate Lackey, Principal Ruby Norland, and Assistant Principal Lorraine DeAnda. Dr. Jessica Barr and Academica representatives Crystal Thiriot, Ryan Reeves, and Gary McClain were also in attendance.

2. Public Comment

Written public comment was received from Mrs. Loftis which was distributed to the Board members. Public comment was made by the following individuals regarding concerns with in person learning and COVID transmission rates: Morgan Carrona (with a written copy provided for inclusion in the minutes) and Jesus Zarate.

3. Student/School Achievement Recognition

Principal Cesar Tiu addressed the Board and reviewed the Lone Mountain campus student and school achievements:

- Middle school and 3rd grade held first field learning day
- Successful House Rock Challenge part two
- Orchestra and band held a field learning day at the school
- Celebrated National Unity Day on October 21st
- Wildcat Spooktacular was held on October 23rd
- Preparing for the National Quiz Bowl
- NJHS holding virtual meetings once a month
- NJHS holding virtual tutoring once a month with elementary students
- NJHS and PTO preparing a Polar Express activity

Principal Jessica Scobell addressed the Board and reviewed the Losee campus student and school achievements:

- High school student council held a haunted car loop for Halloween
- Acknowledged teacher and staff of the month recipients Sara Passer, Karriem Ferreira, Joyce Patzke, Michelle Fernandez, Liliana Perez, and Emily Deroshia for American Educator Week

Principal Kate Lackey addressed the Board and reviewed the Skye Canyon campus student and school achievements:

- PTO held a trick or treat event with the 7th grade team booth voted as the best booth
- The year book club had started lead by Mr. Glaude
- Student, Riley Ellis, had earned over 200 AR points and received an apple pie

Principal Ruby Norland addressed the Board and reviewed the Stephanie campus student and school achievements:

- Had a lockdown due to an incident near the street and commended the teachers and staff for their quick, professional response while following lockdown protocols
- Held a Halloween car loop parade
- Had a staff costume contest with the winner voted on by the Stephanie community
- The Stephanie counselor organized with the Henderson police officer charitable foundation for a Stephanie family to be included in the Shop with a Cop event
- The Stephanie counselor worked with Sin City Church and a parent donor to provide a jacket, shoes, and two small gifts for 28 students
- Organizing a sign up to sponsor 68 families in need for the upcoming holiday season

Principal Lee Esplin addressed the Board and reviewed the Sky Pointe campus and school achievements:

- Member Bentham volunteered on campus for a day as a sub for the PE class
- No Trick, Just Treats Halloween event was held with many awards given to the participants
- The induction ceremony was held for NHS, NJHS, and the new Spanish NHS
- The Honor Society was holding a food drive to support the elderly
- Expressed thanks to the aides and staff for all their work during the pandemic
- Several students were at the campus on Mondays including special needs students, students struggling with virtual learning, orchestra members, band members, and members of the top dance group

Principal Elaine Kelley addressed the Board and reviewed the Aliante campus and school achievements:

- Expressed thanks to the teachers, instructional assistants, staff, and office staff for working hard to maintain moral

- Held a Halloween Spooktacular event through the car loop
- 5th grade reading teacher, Stephanie Matyszczyk, had been working to get the Battle of the Books program going at the campus
- Jacquelyn Johnson, the 4th grade interventionist, had created the school newsletter, which was sent out weekly and highlighted a different staff member
- A new SSP had been hired and trained with assistance from the Lone Mountain SSP
- An Angel Tree had been started to help students in need on the campus
- Instead of a traditional yearbook the campus would have a memory book
- Some of the grades were working on iReady incentives

Assistant Principal Lorraine DeAnda addressed the Board and reviewed the North Las Vegas campus and school achievements:

- Held a drive through trunk or treat
- Started a booster club for afternoon tutoring with over 100 students attending
- The band students were meeting together once a month on the west field to practice, with social distancing
- Expressed thanks to the staff for always being flexible and working for the best efforts of the team

4. Consent Agenda

- a. Minutes from the October 6, 2020 and October 27, 2020 Board Meetings**
- b. Approval of Recommendations from the Finance Committee:**
 - 1. School Financial Performance**
 - 2. Approval of the Final Revised Budget for the 2020/2021 School Year**
 - 3. Approval of the 2019/2020 School Year Financial Audit**
 - 4. Approval of a Janitorial vendor for Sky Pointe Campus from the following: 1) Magic Brite; 2) United; 3) JaniCrew; 4) Interstate; 5) Marsden; 6) Merchants; 7) ABM; 8) Brilliant; and 9) Get Clean**
- c. Approval of Renewal of Part-Time Distance Education Program through Academica Virtual Education**
- d. Approval of Somerset Academy of Las Vegas' Policy under Senate Bill 147 and NRS 388A.489, 389.320, and 389.330 to Support Students who are Homeless, Unaccompanied, or who Live in Foster Care**

Member McClellan moved to approve the consent agenda as presented. Member Bredsguard seconded the motion, and the Board voted unanimously to approve.

5. Data Presentation

Dr. Jessica Barr addressed the Board to review the status of the fall data. She had met with all campuses and had very meaningful and productive discussions on the data Dr. Barr

acknowledged the impact of the pandemic on the schools. She developed a system to flag potentially skewed data during at home testing. The results were fairly consistent across all of the schools she worked with. With the exception of kindergarten and 1st grade, skewed data due to potential assistance was quite minimal. Skewed data due to potential decreased effort was minimal. Overwhelmingly, across all of the schools Dr. Barr worked with, students demonstrated that they spent more time authentically and actively engaged in assessment at home than when tested in the building the previous year.

Dr. Barr stated that there were clear data trends across all school, which aligned to the research based predictions on the impact of quarantine followed by summer: 1) Student regression in ELA and math, with math hit the hardest; 2) The vulnerable population, such as IEP students, English learners, the bottom quartile students, and the economically disadvantaged students had the most severe regression; and 3) Many students slipped into the bubble of not being at grade level but remaining close. Dr. Barr stated that it was anticipated that the schools would be able to recapture the bubble students and push them back to proficiency in the coming months. She noted that the message received up to this point had been that the State planned to test students at the end of the year. However, with the administrative change from the recent election, it was more likely that State testing waivers would be issues; adding that the SPCSA had stated that they would still use the interim data from MAP and iReady testing to monitor the charter schools.

Dr. Barr reviewed the baseline data as contained in the support materials. She explained that the iReady assessment data, which was included for the Aliante, Losee, North Las Vegas, and Stephanie campuses, looked at the current proficiency of all K-8 students. The MAP assessment looked at the current proficiency of K-2 students. For 3rd grade students and up, MAP looked at the future, based on the current levels, with growth projections. MAP data showed the percentage of the students who were expected to pass the SBAC tests in the spring testing time; therefore, MAP numbers were a little higher because it was capturing students who, although not currently at grade level, were anticipated to be at or above grade level by spring. Dr. Barr stated that 2nd grade was the first year that students took the test independently.

Dr. Barr explained that the MAP quadrant report. She noted that proficiency moved slower than growth and that by looking at growth and proficiency combined, it would be possible to see the improvement of each grade level. The subgroup achievement/growth graph was divided into four quadrants and students were placed in a subgroup based on how they were growing compared to other students just like them across the State of Nevada. The quadrant of the graph that was low achievement/low growth was an area of caution. The quadrant that was low achievement/high growth indicated that the students were moving towards proficiency. The high achievement/low growth quadrant was a cautionary area with high proficiency but with a growth rate that could result in a potential decline in proficiency. The high achievement/high growth quadrant was the ultimate goal and symbolized that a group had established proficiency and were still continuously growing.

Dr. Barr provided the following campus data and highlights:

Aliante

- According to iReady 44% of students were at or above grade level in ELA and 27% in math
- According to MAP testing 52% of students were projected to be at or above grade level in reading and 41% in math
- 3rd, 4th, and 5th grade, which were a focus in fall and winter last year, all achieved high growth

Lone Mountain

- According to MAP testing 53.5% of students were projected to be at or above grade level in reading and 40.9% in math
- 4th and 5th grades saw major recovery, even after quarantine and summer, after being areas of major concern last year

Losee

- According to iReady for K-9 students, 32% were at or above grade level in ELA and 20% in math
- According to MAP testing 40% of students were projected to be at or above grade in reading and 28.7% in math
- There was a lot of improvement in the middle school last year, showing much more consistency
- 5th grade had some of the highest reading growth in the school

North Las Vegas

- According to iReady 34% of students were at or above grade level in ELA and 20% in math
- According to MAP testing 44% of students were projected to be at or above grade level in reading and 31% in math
- The proficiency data was consistent or improved from the winter data last year, showing that they were making progress towards goals in the spring

Skye Canyon

- According to MAP testing 65.1% of students were projected to be at or above grade level in reading and 46% in math.
- Had the highest carry over ELA in the Somerset system
- Had all grade levels in the high achievement quadrants in reading

Sky Pointe

- According to MAP testing 50.4% of students were projected to be at or above grade level in reading and 35.8% in math
- Had the highest number of grade levels able to carry over high achievement and high growth in ELA
- Had the Highest number of grade levels that showed high growth despite quarantine

Stephanie

- According to iReady 43.2% of students were at or above grade level in ELA and 32.4% in math
- According to MAP testing 54.2% of students were projected to be at or above grade level in reading and 41% in math

Dr. Barr summarized that all students and schools were affected by six months at home. Overall Somerset had celebrations in some target areas. Administrators and teachers were facing the challenge of being able to adapt to deliver instruction in unprecedented ways in unprecedented times.

6. Academics Progress Reports and Updates on School Initiatives

Principal Tiu stated that, following a successful meeting with Dr. Barr, Mr. Herrera, the instructional coach, met with each grade level to review the data. He stated that during a meeting with Ms. Rebecca Feiden, with the SPCSA, nationwide teacher burnout was discussed. EL best practices training was provided by Assistant Principals Hoffman Threton. Principal Tiu stated that following Governor's Sisolak's Stay at Home 2.0 initiative, teachers were allowed to work from home if they did not have students in the building. The Lone Mountain COVID update included nine individuals, including one staff member, who currently had COVID. Nine staff members were currently quarantined, 63 students were quarantined, and 14 students were out due to symptoms. Member McClellan asked what grades were currently attending in person. Principal Tiu stated that K-2 attended Monday and Wednesday, while 3-5 attended Tuesday and Thursday. The EL, IEP, and 504 students were also in the building for in person learning.

Principal Scobell stated that Losee had K-4 students in the building. With less than 40% opting for in person learning, most teachers were able to keep their students; although there were a few teacher shifts in kindergarten. K-12 students who received special education services were also able to meet in person on the campus. Principal Scobell stated that the teachers were working to monitor iReady usage and provide incentives to encourage the use of iReady as an extension activity outside of the regular instruction day; adding that they were working to extend the instructional day beyond the three hours of in person or Zoom lessons. Staff development day included one on one K-5 data chats to review student data, student by student, to assess the needs of the students.

Principal Scobell stated that the 6-8 teachers had participated in Leader in Me training. The program would begin in the middle school and grow out from there. Principal Scobell explained that 6th and 7th grade students were double blocked, with ELA and reading classes. 7th grade students had 7th grade math and Math Boost, with the outstanding 6th grade teacher from last year teaching the Math Boost class. The 8th grade student advisory teacher was working with the students in iReady math and ELA. Principal Scobell stated that an AP honors committee had been created, with a plan to bring additional AP classes to the campus next year, which would bring the total number of AP classes to twelve. Principal Scobell provided a COVID update for the Losee campus. One student and three teachers had currently tested positive. Eight teachers and 25

students were currently quarantined, with 15 students out due to symptoms. Two 2nd grade teachers and the elementary music teacher had resigned when students were brought back to campus. The 2nd grade positions had been filled with full credentialed teachers and the music position was filled with a long term sub.

Principal Lackey stated that the recent professional development day had been used to promote the mental wellbeing of the staff. Included in the offerings were a yoga instructor at the park, a hike in Mountain's Edge, and lunch. Principal Lackey stated that Skye Canyon currently had K-5 students on campus; adding that students were able to remain with their teachers. Principal Lackey further stated that the first round of RTI meetings had just concluded. Administrators met with all grade levels and discussed each student. Plans were made on moving forward for each student. Ms. Lackey noted that the specialists were teaching remotely, from the building, every morning; adding that the specialists worked each afternoon holding small group instruction. She stated that Ms. Barbero was supporting the EL students using small group instruction in the afternoon.

Principal Lackey stated that Skye Canyon was applying for a second round of the CSP grant. If funds were received they would be used for additional Chromebook carts in order to provide one cart for every room, including specialists. A math interventionist would also be hired if the funding was received. She noted that the NSLP program was thriving at Skye Canyon, with over 1,200 meals delivered each week. Principal Lackey reported that, since the beginning of the school year, 6 students and 3 teachers had tested positive for COVID. An additional 7 teachers had been quarantined. Two 7th graders had tested positive in the last week.

Principal Norland stated that the professional development day had been divided into two parts. The morning was focused on learning more about the iReady program and the afternoon was free time for the teachers. She noted that teaching virtually required the teachers to make adjustments to lessons plans. Principal Norland stated that the Stephanie campus currently had K-3, 6th grade, and special populations on campus. Principal Norland explained that Ms. Rossa and Ms. Berhe-Tyner, the instructional coaches, had been working to create goals based on the data chat. Grade level, student, and teacher goals were creating using iReady. Incentives were being created to get students involved in iReady, and for teachers to ensure that classes reach goals. She noted that iReady was being added to the middle school advisory period.

Principal Norland stated that Stephanie campus had applied for and received a \$15,000 grant from Henderson City. The funds would be used for Nearpod, an online platform used to make lessons more interactive in the digital world and for Flocabulary. The remaining funds would be used for free tutoring for bubble students who were not already receiving services. Principal Norland noted that the 8th grade team, spearheaded by Mrs. Rabin, had created a Dear 8th Grade advice column. Any student, K-8 could submit a form asking for advice from 8th grade students. The requests and answers would be published in the student newsletter. Principal Norland reviewed the Stephanie COVID numbers. 3 students, 1 in person and 2 virtual, had tested positive since November 1st. 17 students had been exposed and quarantined. 27 students had been quarantined due to other exposures. There had been 1 confirmed staff member case and 11 staff members quarantined. Currently 5 staff were quarantined, including Principal Norland.

Principal Esplin stated that, prior to meeting with Dr. Barr, Ms. Melanie Smith and Ms. Cathy Reese had reviewed the data with all K-5 grade levels. They provided detailed lists of every assessment and how the students had scored, then helped write all of the Read by Three plans. Principal Esplin stated that Dr. Barr provided a great data discussion. During the discussions Dr. Barr noted that students who were consistently passing four iReady lessons per week had the highest growth on the MAP assessment. Principal Esplin reviewed the teachers K-5 who had received recognition for the most lessons completed in AR, iReady, and Amplify: Ms. Muri, Ms. Martin, Mr. Cayer, Ms. Schmidt, Ms. Frehner, Ms. Parker, Ms. Hays, Ms. Martin, Ms. Hawley, Ms. Fuller, Ms. Terzich, Ms. Cayer, and Ms. Piet.

Principal Esplin stated that the AP teachers met together during the staff development day going over exemplars and providing feedback. An AP Academy was created. During December AP students would be on campus on Mondays to review strategies on the different lessons. Training for iReady, MAP and Dibbles was provided for elementary teachers. The departments also met together to create common assessments. Principal Esplin noted that teachers would be getting together for activities on Monday afternoons, which would allow them to relax and enjoy each other. Sky Pointe currently had K-5 and special needs students on campus. Support for struggling and special needs students was provided on campus on Mondays. Principal Esplin reviewed the Sky Pointe COVID numbers. Two cohorts had been quarantined following 3 students testing positive. 37 students had remained home with symptoms. There had been 7 staff members under quarantine, with 3 who tested positive.

Assistant Principal DeAnda stated that the North Las Vegas held the first annual Multi-Cultural week November 2nd-6th. During the week families and staff members shared videos of their different cultures during the daily announcements. The week culminated with a Multi-Cultural night celebrating the diversity of the campus using hosted Zoom sessions. The sessions were comprised of African dancing, cooking lessons of various native dishes, salsa dancing, and music from around the world. Assistant Principal DeAnda stated that after school tutoring was provided through the booster club for the students who needed extra instruction. Over 100 students attended with 12 teachers, including Principal Threeton, leading the sessions. She also noted that the lower 25% of K-6 students were receiving extra tutoring, provided by the instructional aides, during the opposite co-hort.

Assistant Principal DeAnda noted that iReady usage had increased. She recognized the 1st grade for passing with 98% rates in math and 92% rates in math. The data was posted on the website, as well as in the hallways of the school. To help facilitate growth in the EL students they were given access to BrainPOP EL. Assistant Principal DeAnda stated that the professional development had been a virtual event, PD in PJs at home. The teachers were able to learn strategies to enhance classroom management and team building with virtual ideas. She provided a COVID update. 1 student and 1 staff member had tested positive during the current week. There were 4 staff members under quarantine and 9 students who had been exposed. Since the start of school 9 students and 3 teachers had tested positive, with 11 students and 9 staff quarantined for exposure. The total currently out with symptoms was 48.

Principal Kelley stated that the leadership team requested time with their grade levels for the professional development day. The time was spent on grade planning, with team conversations, and looking at lessons moving forward. The middle school teams discussed revamping the schedule for quarter two, planned for semester two and looking forward to next year. She noted that two team building activities were provided, including a scavenger hunt in the building. Principal Kelley stated that, because they were cognizant of teacher burnout and self-care they recognized the need for teachers to take a mental health day occasionally. Principal Kelley stated that all grade levels had met with Dr. Barr. The middle school would hold a mandatory follow up team meeting with Dr. Barr.

Principal Kelley explained that Ms. Shannon Manning would be working with the middle school team during December to prepare the schedule for the 2021/2022 school year. Principal Kelley noted that the administrators had been meeting individually with students to discuss and counsel on academic, behavior, and/or social and emotional concerns. Ms. Manning would work with Mr. Greg Wolfram, the Aliante Dean, on the roll out of the Leader in Me program. Principal Kelley noted that Aliante had applied for additional CSP funding. Some of the possible uses of the funds would be for two math strategist positions, a digital learning coach, programs for the ELL students, and intervention programs. She provides a COVID update. The 6th grade social studies teacher had resigned, effective at winter break. Since the return of students to campus, 3 students and 2 teachers had tested positive. Four classrooms had shut down due to exposure. 9 teachers and 105 students had been quarantined or exposed. There were 62 students out due to symptoms.

7. Review and Possible Approval of the EMO Evaluation for Academica Nevada

Mr. Ryan Reeves addressed the Board and reviewed the survey results as contained in the support materials. He explained that the survey had evolved and expanded over the years. The current survey included office managers for the first time. There were a few areas of concern including training for office managers and accounts payable. Mr. Reeves stated that the office manager training would be an area of focus. New accounting software had been purchased by Academica to meet State requirements of supporting a larger accounting code. He further noted that a new director of payroll and a director of human resources had been hired. Mr. Reeves stated that with the addition of more personnel, the new accounting software, and the overall positive survey the partnership was strong.

Member Harty moved to accept the EMO evaluation, as presented. Member Noble seconded the motion, and the Board voted unanimously to approve.

8. Academica Announcements and Notifications

Mr. Reeves stated that the Governor had recently announced a Stay at Home 2.0 initiative with further restrictions possible in the future; adding that the principals were aware that all virtual learning may be required as part of the future restrictions. Mr. Reeves acknowledged the concerns expressed during the public comment period; noting that the pandemic had created an academic

crisis, a financial crisis, a mental health crisis, and a public health crisis. He stated that Academica was working with the school leaders to balance multiple challenges brought on by the pandemic.

9. Member Comment

Member Bentham presented an award to former Board member Gary McClain in recognition of his service to Somerset Academy. Member Bentham also presented an award to Principal Kelley in recognition of her long standing dedication and commitment the Somerset family, noting that she would be retiring at the end of December.

Member McClellan thanked Mr. McClain and Principal Kelley for their service to Somerset. She stated that the teachers and leaders were constantly in her thoughts during the health crisis, noting that she would like to explore setting a threshold regarding positive cases.

Member Fairless thanked the principals for their work and stated that she understood their concerns for the students and staff. She stated appreciation for the data reports and the work as a system to continually improve.

Member Harty recognized that multiple areas of concern among the parents and staff of Somerset. He stated that it was a challenge to maintain a balance among the competing interests. He thanked the principals for their concern for the mental well-being of the staff.

Member Bredsguard thanked Principal Kelley for all of her hard work in the field of education and her leadership among her staff and Somerset as a whole. She thanked the principals for their work to maintain the self-care for their staff; however, she encouraged them to include their own self-care.

Member Bentham stated that he had spent the day at the Sky Pointe campus and was able to interact with the 4th grade students who were on campus. He stated that the students were happy to be on campus and be with each other. He noted that the staff, the teachers, and admin team had a positive impact on the students. He thanked all of the principals for their leadership.

10. Public Comment

There was no public comment.

11. Adjournment

The meeting was adjourned at 8:05 p.m.

Approved on: _____

Secretary of the Board of Directors
Somerset Academy of Las Vegas

DRAFT

MINUTES
of the meeting of the
BOARD OF DIRECTORS of SOMERSET ACADEMY OF LAS VEGAS
November 27, 2020

Board of Directors of Somerset Academy of Las Vegas held an emergency public meeting on November 27, 2020 at 12:00 p.m. via Zoom webinar.

Due to technical issues there is no recording of this meeting.

1. Call to Order and Roll Call

Board Chair John Bentham called the meeting to order at 12:16 p.m. In attendance were Board members LeNora Bredsguard, Sarah McClellan, John Bentham, Travis Mizer, Will Harty, Cody Noble, and Renee Fairless.

Also present were Principal Lee Esplin, Principal Cesar Tiu, Principal Jessica Scobell, Principal Elaine Kelley, Principal Kate Lackey, Principal Ruby Norland, Principal Christina Threton; as well as Academica representatives Crystal Thiriot, Ryan Reeves, and Gary McClain.

2. Public Comment

Several members of the public spoke regarding concerns with in person learning and COVID transmission rates.

3. Determination of Potential Transition between Hybrid and Virtual Learning Models at Somerset Campuses

Each principal provided information of the current situation at each campus and the current effects of the pandemic on in person instruction. The diverse responses range from mild effects to 19 staff currently unable to report due to positive case or exposure.

The board reviewed information presented as 3 options to select the way in which campuses can go to 100% virtual:

1. Maintain this authority solely with the Board of Directors.
2. Authorize Principal Cohort (and Board Chair or other designated Board member) to make the decision on a system-wide basis keeping all campuses aligned in operation.

3. Authorize the Principals (and Board Chair or other designated Board member) to make the decision on an individual campus basis.

The first option would be difficult given the constantly changing nature of the virus, and could result in many emergency Board meetings on short notice. The authority had been delegated from the Board of Directors to the Administration, to some extent, with all other Academica managed schools. The board expressed support for the campus based decision to come from the principal and the board chairperson. The board discussion around the criteria included both support for the presented criteria as well as concerns of the criteria limiting a principal's decision to take lesser steps to remain operational versus going back to 100% virtual

Language was drafted for a motion to address this concern but allow for the autonomy of a principal to maintain in person operations as long as the campus was able to sustain it.

Member Noble moved that A Principal may authorize the transition of classrooms, grade levels or campus-wide instruction to virtual instruction for a 1 to 3-week period, after consultation with the designated Board Member and Academica legal support team, if the following circumstances exist:

1. **Absenteeism caused by a combination of positive tests, quarantines due to exposure to positive tests, and/or flu-like symptoms that require exclusion from the school environment that creates operational challenges.**

2. **Any directive or advice by the Southern Nevada Health District that instruction should transition to All-Virtual instruction.**

When a principal authorizes/orders a transition to virtual instruction, the classroom, grade levels or campus community should be notified as soon as possible (1) of the date all-virtual operations will begin, (2) the length of time the campus anticipates being all-virtual (which should not exceed three weeks before re-evaluating to determine if hybrid instruction can recommence), and (3) the date that the campus will complete a re-evaluation and inform the community of either the return to hybrid instruction or an extension of the all-virtual instruction method, if necessary. Member Mizer seconded the motion, and the Board voted to approve with a vote of 6 in favor and Member Harty abstaining.

4. Public Comment and Discussion

There was no public Comment.

5. Adjournment

The meeting adjourned at 1:44 p.m.

Approved on: _____

Secretary of the Board of Directors
Somerset Academy of Las Vegas

DRAFT

SOMERSET ACADEMY OF LAS VEGAS

Supporting Document

Meeting Date: February 2, 2021 Agenda Item: 6b – Approval of Recommendations from the Finance Committee Number of Enclosures: 1

SUBJECT: Recommendation from the Finance Committee

<input type="checkbox"/> Action
<input type="checkbox"/> Appointments
<input type="checkbox"/> Approval
<input checked="" type="checkbox"/> Consent Agenda
<input type="checkbox"/> Information
<input type="checkbox"/> Public Hearing
<input type="checkbox"/> Regular Adoption

Presenter (s): Board

Recommendation:

Proposed wording for motion/action:

Consent

Fiscal Impact: N/A

Estimated Length of time for consideration (in minutes): 0 Minutes
--

Background: The Finance Committee held a meeting on January 29, 2021 to discuss items that impact Somerset financially. The DRAFT minutes from the Finance Committee meeting have been included.

Submitted By: Staff

MINUTES
of the meeting of the
SOMERSET ACADEMY OF LAS VEGAS FINANCE COMMITTEE
January 29, 2021

Somerset Academy of Nevada Finance Committee held a public meeting on January 29, 2021, at 12:00 p.m. via Zoom meeting.

1. Call to order and Roll Call

Committee Member Jill Dayne called the meeting to order at 12:00 p.m. In attendance were Committee Members Jill Dayne and Will Harty.

Committee Member Travis Mizer was not present.

Also present were Principal Kate Lackey, Principal Christina Threeton, Principal Shannon Manning and Interim Principal Renae Notaro. Academica representatives Crystal Thiriot, Marc Clayton, Matt Padron, Gary McClain, and Trevor Goodsell were also in attendance.

2. Public Comments and Discussion

There was no public comment.

3. Review and Approval of the Minutes from the November 13, 2020 Finance Committee Meeting

Member Harty moved to approve the minutes from the November 13, 2020 Finance Committee meeting. Member Dayne seconded the motion, and the Committee voted unanimously to approve.

4. Review and Discussion of Somerset Academy Financial Performance

Mr. Marc Clayton addressed the Committee and reviewed the financial performance as contained in the support materials. He reviewed the Financial Framework. He noted that the enrollment for quarter two was 9,510, which was slightly below the budgeted amount of 9,614; however, it was higher than the previous quarter. The days cash on hand was estimated to be 166 days. The debt coverage ratio, which needed to be 1.1, was at 1.89. He concluded the Financial Framework review by stating that all of the schools were meeting the requirement, with everything moving positively.

Mr. Clayton reviewed the budget versus actual report. He noted that the DSA revenue was \$1.8 million higher than budgeted, which could be attributed to budgeting at 95% and an increase in the local portion of DSA. NSLP revenue was unfavorable; however, it would be offset by a decrease in NSLP related expenses. SPED Part B was unfavorable by \$400,000 due to timing of submissions and

repayments. Mr. Clayton stated that the last item of note in the revenue section was additional revenue related to donations. The donations were attributed to Academica's 10% fee reduction and Academica covering the payroll fees.

Mr. Clayton noted that salaries and benefits were currently under budget by \$500,000. Training and development was under budget by \$212,000; adding that most of the under budget amount was related to the affiliation fee training and was required to be spent on training and development. Supplies were under budget due to being able to use grants to supplement the expenses. Mr. Clayton stated that substitute services had been budgeted high because of the unknowns related to COVID; however, it was now under budget by \$583,000 and he anticipated that it would remain a favorable budget item. Two items over budget were software and computers, and repairs and maintenance.

5. Review and Possible Action to Recommend Acceptance of CSP Grant Funds for Aliante and Skye Canyon

Mr. Gary McClain addressed the Committee and stated that CSP grants for the two campuses totaled approximately \$750,000. He was not aware of any special requirements of which the Board should be made aware. Principal Kate Lackey addressed the Committee and stated that she was excited to receive the grant funds, which would be used to pay for salaries, curriculum, and technology. Principal Shannon Manning addressed the Committee and stated that the Aliante would also use the funds for salaries, as well as white boards for the math classrooms.

Member Will moved to recommend approval of accepting the grant funds. Member Dayne seconded the motion, and the Committee voted unanimously to approve.

6. Review and Possible Action to Recommend Approval of the Grade-Level Maximum Enrollment for the 2021/2022 School Year

Member Harty asked if the maximum enrollment included any changes to classroom sizes, to which Mr. McClain replied in the negative. He noted that, due to anticipated budget cuts, classroom sizes were remaining at the size previously approved by the Board. The changes included were for Losee and Sky Pointe middle/high grades. He also noted that he had met with Principal Threton to discuss future plans for the North Las Vegas campus as related to what may happen with the lease. The goal was to maintain the levels as shown in the support materials.

Member Harty stated that he supported the approval of the proposed maximum enrollment as contained in the support materials; however, with a \$1.8 million surplus over six months he would prefer that the class size and maximum enrollment be discussed by the Board. Principal Lackey stated that it was imperative to look at giving the faculty and staff raises, noting that she would advocate to keep the 26:1 ratio if it would ensure raises. Member Harty thanked Principal Lackey for her thoughts and asked if she would advocate for the 26:1 ratio if Somerset was able to provide raises without the increased class size, to which Principal Lackey replied in the negative. Member Harty noted that it may be necessary to keep the 26:1 ratio; however, he would like it to be a Board discussion.

The Committee recommends that the maximum enrollment item be pulled from the Consent Agenda for further discussion.

7. Member Comment

Member Harty expressed his appreciation for the Finance Committee meeting and the preparation involved.

8. Public Comment

There was no public comment.

9. Adjournment

The meeting was adjourned at 12:19 p.m.

Approved on: _____

_____ of the Finance Committee of
Somerset Academy of Las Vegas

SOMERSET ACADEMY OF LAS VEGAS

Supporting Document

Meeting Date: February 2, 2021 Agenda Item: 6b1 – School Financial Performance Number of Enclosures: 1
--

SUBJECT: School Financial Performance
--

<input type="checkbox"/> Action
<input type="checkbox"/> Appointments
<input type="checkbox"/> Approval
<input checked="" type="checkbox"/> Consent Agenda
<input type="checkbox"/> Information
<input type="checkbox"/> Public Hearing
<input type="checkbox"/> Regular Adoption

Presenter (s): Board

Recommendation:

Proposed wording for motion/action:

Consent

Fiscal Impact: N/A

Estimated Length of time for consideration (in minutes): 0 Minutes
--

Background: The Finance Committee reviewed the school financial performance during the January 29, 2021 meeting.
--

Submitted By: Staff

Somerset Academy of Las Vegas

School Years	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
From	2015	2016	2017	2018	2019	2020
To	2016	2017	2018	2019	2020	2021

FINANCIAL PERFORMANCE MEASURES, METRICS, RATINGS

NEAR TERM MEASURE 1

1 Current Ratio

r 51	Total Current Assets (Operating)	\$18,817,850	\$15,299,189	\$22,654,001	\$28,310,076	\$35,952,324	\$39,166,940
r 67	Total Current Liabilities (Operatin	4,552,047	5,979,923	5,233,509	6,566,881	7,133,811	6,891,533
	Current Ratio	4.13 x	2.56 x	4.33 x	4.31 x	5.0 x	5.7 x
	Ratings	MS	MS	MS	MS	MS	MS

Near Term Measure 2

2 Unrestricted Days Cash On Hand

r 44	Unrestricted Cash	\$6,205,237	\$6,797,555	\$12,990,269	\$17,110,262	\$23,406,296	\$29,173,014
r 94	Total Expenses, Operating	39,382,738	46,228,138	50,238,840	64,860,718	68,887,665	67,472,212
r 103	Total Depreciation	1,924,186	1,986,805	2,120,702	3,048,600	3,491,142	3,491,142
r 104	Total Amortization	-	-	1,215,536	565,850	-	-
	Total Expenses, Net	\$37,458,552	\$44,241,333	\$46,902,602	\$61,246,268	\$65,396,523	\$63,981,070
	Average Daily Expenses	\$102,626	\$121,209	\$128,500	\$167,798	\$179,169	\$175,291
	UDCOH	60 Days	56 Days	101 Days	102 Days	131 Days	166 Days
	Ratings	MS	DNMS	MS	MS	MS	-

Near Term Measure 3

3 Enrollment Forecast Accuracy

r 29	Actual Enrollment	5,778	6,432	6,657	8,611	9,074	9,438
r 30	Projected Enrollment	5,650	6,450	6,539	8,660	9,039	9,614
	Forecast Accuracy	102%	100%	102%	99%	100%	98%
	Ratings	MS	MS	MS	MS	MS	MS

Near Term Measure 4

4 Notices

r 33	Debt Default (n/a if no debt)	No	No	No	No	No	No
r 34	Facility Lease Default	No	No	No	No	No	No
r 35	Other Legal/Financial Notices						

SUSTAINABILTY MEASURE 1

5 Total Margin

r 107	Current Year Net Surplus	\$282,980	\$787,511	\$1,957,701	\$2,966,426	\$7,189,343	\$7,699,278
r 86	Current Year Total Revenue	39,665,718	47,015,649	52,196,541	67,827,144	76,077,008	75,171,490
	Current Year Margin	0.7%	1.7%	3.8%	4.4%	9.5%	10.2%
				3 Year	3 Year	3 Year	3 Year
	Surplus			\$3,028,192	\$5,711,638	\$12,113,470	\$17,855,047
	Revenue			\$138,877,908	\$167,039,334	\$196,100,693	\$219,075,642
	Aggregated 3 Year Margin			2.2%	3.4%	6.2%	8.2%
	Ratings	-	-	-	-	-	-

Somerset Academy of Las Vegas

School Years		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	From	2015	2016	2017	2018	2019	2020
	To	2016	2017	2018	2019	2020	2021

Sustainability Measure 2

6 Debt to Asset Ratio

r 76	Total Debt (Liabilities)(Operating)	4,552,047	5,979,923	5,233,509	6,566,881	7,133,811	6,891,533
r 56	Total Assets (Operating)	\$9,441,881	\$11,214,200	\$14,762,687	\$22,101,830	\$27,891,484	\$32,201,355
	Debt to Asset Ratio	48%	53%	35%	30%	26%	21%
	Ratings	MS	MS	MS	MS	MS	MS

Debt to Asset Ratio (w/facilities, bonds. W/o Net Pension Liability...)

r 75	Total Debt (Total Liabilities)	48,598,873	48,642,556	96,311,259	111,446,757	109,615,930	107,573,652
r 55	Total Assets	\$53,646,665	\$54,708,786	\$104,197,669	\$122,299,596	\$127,658,111	\$130,931,362
	Debt to Asset Ratio	91%	89%	92%	91%	86%	82%
	Ratings	DNMS	MS	DNMS	DNMS	MS	MS

Sustainability Measure 3

7 Cash Flow

r 42	Total Cash Balance	\$15,581,206	\$10,882,544	\$20,881,583	\$26,747,156	\$34,035,452	\$38,706,915
	Multi Year Cash Flow			\$5,300,377	\$15,864,612	\$13,153,869	\$11,959,759
	One Year Cash Flow		\$(4,698,662)	\$9,999,039	\$5,865,573	\$7,288,296	\$4,671,463
	Ratings	-	-	MS	MS	MS	MS

Sustainability Measure 4

8 Debt and/or Lease Service Coverage Ratio

r 107	Net Income (aka Net Surplus)	\$282,980	\$787,511	\$1,957,701	\$2,966,426	\$7,189,343	\$7,699,278
r 103	Depreciation	1,924,186	1,986,805	2,120,702	3,048,600	3,491,142	3,491,142
r 99	Interest Expense	-	-	2,471,059	4,454,262	5,175,002	4,988,878
r 101	Capital Lease Expense	1,093,471	1,213,305	1,142,632	-	-	-
r 102	Operating Lease Expense	2,898,632	3,472,000	4,016,640	2,668,343	2,598,235	2,703,988
r 104	Amortization	-	-	1,215,536	565,850	-	-
	NI b4 DIA	\$6,199,269	\$7,459,621	\$12,924,270	\$13,703,481	\$18,453,722	\$18,883,286
r 61	Annual Principal	\$1,620,172	\$1,841,352	\$1,610,812	\$2,748,613	\$2,954,806	\$2,288,087
r 99	Interest Expense	-	-	2,471,059	4,454,262	5,175,002	4,988,878
r 101	Capital Lease Expense	1,093,471	1,213,305	1,142,632	-	-	-
r 102	Operating Lease Expense	2,898,632	3,472,000	4,016,640	2,668,343	2,598,235	2,703,988
	Debt (& Lease) Service	\$5,612,275	\$6,526,657	\$9,241,143	\$9,871,218	\$10,728,043	\$9,980,953
	DSCR or LSCR ***	1.10	1.14	1.40	1.39	1.72	1.89
	Ratings	MS	MS	MS	MS	MS	MS

Somerset Academy of Las Vegas
Budget vs. Actual
From Jul 2020 to Dec 2020

	Actual	Budget Amount	Amount Over (under) Budget	% of Budget
Ordinary Income/Expense				
Income				
Distributive School Account (DSA)	34,641,981	32,811,380	1,830,601	105.58%
State Special Education	1,496,605	1,506,640	(10,035)	99.33%
National School Lunch	245,135	998,959	(753,824)	24.54%
Federal Special Education - Part B	74,498	483,550	(409,052)	15.41%
Donations from Private Sources	302,024	-	302,024	0.00%
Total - Income	36,760,243	35,800,529	959,714	102.68%
Expense				
Teacher Salaries	8,614,526	10,253,891	(1,639,365)	84.01%
Sped Teacher Salaries	876,566	1,409,178	(532,612)	62.20%
Instructional Aides Salaries	1,255,697	829,800	425,897	151.33%
Long Term Substitute Teacher Salaries	1,859,384	82,800	1,776,584	2,245.63%
Licensed Admin Salaries	1,192,115	1,071,291	120,824	111.28%
General Admin Salaries	1,079,129	642,771	436,358	167.89%
Other Licensed Staff Salaries	125	-	125	0.00%
Support Staff Salaries	244,199	259,298	(15,099)	94.18%
Total Salaries	15,121,740	14,549,029	572,712	103.94%
Retirement Contributions (PERS)	2,981,053	4,152,557	(1,171,504)	71.79%
Employee Taxes and Benefits	2,206,573	2,116,408	90,165	104.26%
Total Salaries and Benefits	20,309,367	20,817,994	(508,627)	97.56%
Training and Development				
Tuition Reimbursement for Teachers	2,700	33,000	(30,300)	8.18%
Tuition Reimbursement for Licensed Administration	1,800	-	1,800	0.00%
Training and Development Services - Teachers	13,327	-	13,327	0.00%
Training and Development Services - Support Staff	120	-	120	0.00%
Travel - Licensed Administrative Personnel	1,802	27,500	(25,698)	6.55%
Travel - Non-Staff Individuals	450	-	450	0.00%
Affiliation Fee Training	150	172,692	(172,542)	0.09%
Total Training and Development	20,349	233,192	(212,842)	
Supplies				
Consumables	969,345	978,900	(9,555)	99.02%
Furniture and Fixtures	70,251	-	70,251	0.00%
Supplies - Software	52,589	-	52,589	0.00%
SPED - Software	1,015	-	1,015	0.00%
Infinite Campus	-	20,864	(20,864)	0.00%
Supplies Computers	27,794	-	27,794	0.00%
General Supplies	33,452	-	33,452	0.00%
Copier Supplies	3,821	19,228	(15,407)	19.87%
Custodial Supplies	53,877	192,280	(138,403)	28.02%
Assessment and Testing Materials	10,979	-	10,979	0.00%
SPED Assessment and Testing Materials	3,589	-	3,589	0.00%
SPED Supplies	10,501	61,080	(50,579)	17.19%
Office Supplies	14,897	65,741	(50,844)	22.66%
Nurse Supplies	5,646	14,421	(8,775)	39.15%
Classroom Supplies	17	129,789	(129,772)	0.01%
Books and Periodicals	1,925	-	1,925	0.00%
Textbooks	18,978	-	18,978	0.00%
SPED Textbooks	133	-	133	0.00%
Total Supplies	1,278,807	1,482,303	(203,496)	
Professional Educational Services				
Professional Educational Services	43,352	11,300	32,052	383.65%
Substitute Services	78,393	662,175	(583,782)	11.84%
Contracted Services - Data Analysis	80,000	-	80,000	0.00%
Athletics	6,051	42,500	(36,449)	14.24%
Total Professional Educational Services	207,796	715,975	(508,179)	

Professional Services				
Affiliation Fee Inc	171,045	172,692	(1,647)	99.05%
Legal Fee	5,023	26,250	(21,227)	19.13%
Audit and Tax Services	29,650	27,875	1,775	106.37%
Management Fee	2,135,572	2,163,150	(27,578)	98.73%
Background/Drug Tests	2,672	2,700	(28)	98.96%
SPED - Contracted Services	642,694	705,038	(62,343)	91.16%
Other Purchased Services	936	-	936	0.00%
State Administrative Fee	433,025	431,729	1,296	100.30%
Purchased Professional and Technical Services	239,133	265,394	(26,261)	90.10%
Official/Administrative Services	11,251	-	11,251	0.00%
Payroll Service Fees	91,327	87,080	4,247	104.88%
Technology Repairs and Maintenance	7,639	-	7,639	0.00%
Technology Software	602	-	602	0.00%
Total Professional Services	3,770,568	3,881,907	(111,339)	
Operations				
Communications	20,728	57,650	(36,922)	35.96%
Internet	15,335	-	15,335	0.00%
Advertising	524	-	524	0.00%
Marketing Services	1,106	-	1,106	0.00%
Delivery Services / Couriers	50	-	50	0.00%
Postage	1,419	6,125	(4,706)	23.17%
Dues and Fees	57,222	64,500	(7,278)	88.72%
Copier Fees Monthly	74,968	180,000	(105,032)	41.65%
Copier Fees Overage	12,357	-	12,357	0.00%
Food Expenditures	213,187	971,106	(757,919)	21.95%
Total Operations	396,896	1,279,381	(882,485)	
Building Operations and Maintenance				
Building Rent	1,351,994	1,325,908	26,085	101.97%
Rentals of Computers and Related Equipment	21,052	-	21,052	0.00%
Janitorial / Custodial Services	355,021	636,262	(281,241)	55.80%
Janitorial Additional Services	29,557	-	29,557	0.00%
Alarm Services	6,110	20,000	(13,890)	30.55%
Fire Services	12,244	20,000	(7,756)	61.22%
Non Janitorial Cleaning Services	18,554	-	18,554	0.00%
Lawn Care	58,408	39,125	19,283	149.29%
Other Purchased Property Services	4,355	-	4,355	0.00%
Tax Assessment	10,060	-	10,060	0.00%
Insurance (Other Than Employee Benefits)	-	71,000	(71,000)	0.00%
Liability Insurance	16,766	36,150	(19,384)	46.38%
Property Insurance	181,340	54,000	127,340	335.81%
Repairs and Maintenance	199,386	164,250	35,136	121.39%
A/C Repairs and Maintenance	59,297	61,000	(1,703)	97.21%
Total Building Operations and Maintenance	2,324,142	2,427,695	(103,552)	
Utilities				
Electricity	392,294	409,500	(17,206)	95.80%
Natural Gas	432	-	432	0.00%
Water/Sewage	115,720	85,313	30,407	135.64%
Garbage / Disposal	62,848	102,375	(39,527)	61.39%
Total Utilities	571,294	597,188	(25,894)	
Total - Expense	28,879,219	31,435,633	(2,556,414)	91.87%
Other Income and Expenses				
Interest	2,456,939	4,302,250	(1,845,311)	57.11%
Net Income	5,424,085	62,646	5,361,439	

Somerset Academy of Las Vegas Balance Sheet

December 31, 2020

ASSETS

Current Assets

Bank

Total - 10200 - Cash In Bank 7,610,824

Total - 11000 - Cash with Fiscal Agents 31,096,092

Total Bank 38,706,916

Accounts Receivable 362,863

Other Current Asset

13000 - Inventories for Consumption 263

14000 - Prepaid expenses 1,895

15000 - Deposits 95,004

Total Other Current Asset 97,162

Total Current Assets 39,166,941

Fixed Assets

16100 - Land and Land Improvements 16,593,044

16200 - Buildings and Building Improvements 78,532,290

16250 - Accumulated Depreciation on Buildings and Building Improve (6,622,124)

16300 - Equipment

16301 - Capital Lease - Curriculum 3,111,639

16302 - Capital Lease - Technology 3,746,879

16303 - Capital Lease - Furniture and Fixtures 3,428,657

Total - 16300 - Equipment 10,287,174

16350 - Accumulated Depreciation on Equipment (7,718,858)

16400 - Site Improvements 427,614

16450 - Accumulated Depreciation on Site Improvements (74,970)

16900 - Construction in Progress 340,252

Total Fixed Assets 91,764,422

Other Assets

19000 - DEFERRED OUTFLOW OF RESOURCES 27,924,307

Total Other Assets 27,924,307

Total ASSETS

158,855,670

LIABILITIES & EQUITY

Current Liabilities

Accounts Payable

20100 - Accounts Payable 559,000

Total Accounts Payable 559,000

Other Current Liability

20200 - ACCRUED PAYROLL AND RELATED BENEFITS

20200 - ACCRUED PAYROLL AND RELATED BENEFITS 2,647,555

20201 - Accrued Salaries 240,120

Total - 20200 - ACCRUED PAYROLL AND RELATED BENEFITS 2,887,675

20400 - Compensated Absences - Current 308,695

21100 - Deferred Revenues 19,135

23200 - Capital Lease Obligations - Current 488,087

24000 - Other Current Liabilities

24000 - Other Current Liabilities 597,589

24001 - SGF Accounts Payable 87,596

Total - 24000 - Other Current Liabilities 685,185

Total Other Current Liability 4,388,777

Total Current Liabilities

4,947,778

Long Term Liabilities

20300 - Accrued Annual Requirement Contribution Liability 50,145,328

25200 - Capital Lease Obligations - Long Term 1,594,645

25400 - Bonds Payable - Long Term 100,060,000

25900 - Unamortized Premiums on Issuance of Bonds 827,474

29000 - DEFERRED INFLOWS OF RESOURCES 3,940,928

Total Long Term Liabilities 156,568,375

Equity

31000 - UNRESTRICTED NET POSITION (9,423,605)

Retained Earnings 1,339,037

Net Income 5,424,085

Total Equity (2,660,483)

Total LIABILITIES & EQUITY

158,855,670

**Somerset Academy of Las Vegas
Income Statement by School
Jul 2020 to Dec 2020**

Financial Row	Exec Office Amount	North LV Amount	Losee Amount	Lone Mountain Amount	Sky Pointe Amount	Stephanie Amount	Aliante Amount	Skye Canyon Amount	Total Amount
Ordinary Income/Expense									
Income									
40010 - Distributive School Account (DSA) Basic Support per Student	-	4,366,276	7,772,503	3,604,107	7,842,527	3,538,500	3,876,636	3,641,432	34,641,981
40020 - Special Education portion of the Distributive School Account	-	179,593	329,253	164,627	329,253	194,559	164,627	134,694	1,496,605
42010 - Restricted Grants-in-Aid From the Federal Government Through	238,986	8,940	16,390	8,195	16,390	9,685	8,195	6,705	313,484
43020 - Daily Sales-Reimbursable Programs	6,149	-	-	-	-	-	-	-	6,149
Total - 44000 - Contributions and Donations from Private Sources	-	39,263	69,466	30,202	66,445	33,223	32,882	30,543	302,224
Total - Income	245,135	4,594,071	8,187,612	3,807,131	8,254,615	3,775,966	4,082,339	3,813,374	36,760,243
Gross Profit	245,135	4,594,071	8,187,612	3,807,131	8,254,615	3,775,966	4,082,339	3,813,374	36,760,243
Expense									
60010 - Salaries of Regular Employees Paid to Teachers									
60010 - Salaries of Regular Employees Paid to Teachers	6,355	948,771	1,678,670	838,022	2,073,461	903,566	868,258	957,562	8,274,665
60011 - Bonus - Teachers	-	33,293	60,495	39,216	90,781	36,593	35,189	44,293	339,861
60013 - SPED - Salaries of Regular Employees Paid to Teachers	-	87,419	164,976	94,940	194,135	93,655	123,090	87,754	845,971
60014 - SPED - Bonus - Teachers	-	1,618	6,388	4,231	7,615	1,481	5,796	3,469	30,596
Total - 60010 - Salaries of Regular Employees Paid to Teachers	6,355	1,071,101	1,910,529	976,409	2,365,992	1,035,295	1,032,334	1,093,078	9,491,092
60020 - Salaries of Regular Employees Paid to Instructional Aide									
60020 - Salaries of Regular Employees Paid to Instructional Aides	2,291	122,733	182,816	130,174	218,563	106,916	114,566	98,987	977,045
60021 - Bonus - Instructional Aides	254	6,853	9,002	5,262	11,404	4,949	5,279	3,578	46,580
60022 - SPED - Salaries of Regular Employees Paid to Instructional Aide	-	40,385	38,044	60,066	8,676	32,848	7,640	31,401	219,060
60023 - SPED - Bonus - Instructional Aides	-	1,954	1,624	3,638	457	1,827	457	3,054	13,011
Total - 60020 - Salaries of Regular Employees Paid to Instructional Aides	2,545	171,925	231,485	199,140	239,100	146,540	127,942	137,020	1,255,697
60030 - Salaries of Regular Employees Paid to Substitute Teacher									
60030 - Salaries of Regular Employees Paid to Substitute Teachers	-	299,524	536,035	203,572	258,471	147,458	228,645	119,117	1,792,822
60031 - Bonus - Long Term Subs	-	12,979	11,236	9,815	5,161	9,815	12,395	5,161	66,561
Total - 60030 - Salaries of Regular Employees Paid to Substitute Teachers	-	312,503	547,271	213,387	263,632	157,272	241,040	124,278	1,859,384
60036 - Salaries of Regular Employees Paid to Licensed Admin									
60036 - Salaries of Regular Employees Paid to Licensed Administratio	-	128,412	142,027	119,500	300,477	153,497	162,777	122,600	1,129,291
60037 - Bonus - Licensed Administration	-	7,531	7,657	7,531	15,738	7,531	9,307	7,531	62,825
Total - 60036 - Salaries of Regular Employees Paid to Licensed Admin	-	135,943	149,685	127,031	316,215	161,028	172,084	130,131	1,192,115
60041 - Salaries of Regular Employees Paid to Non-licensed Admin									
60041 - Salaries of Regular Employees Paid to Non-licensed Admin	56,052	187,697	265,252	97,335	107,908	177,910	49,147	85,512	1,026,815
60042 - Bonus - Non-licensed Administration	1,354	10,695	8,198	6,684	3,681	13,115	4,231	4,357	52,314
Total - 60041 - Salaries of Regular Employees Paid to Non-licensed Adm	57,406	198,392	273,450	104,019	111,589	191,025	53,378	89,870	1,079,129
60056 - SPED - Salaries of Regular Employees Paid to Other Licensed									
60059 - Bonus - Other Licensed Staff	-	125	-	-	-	-	-	-	125
Total - 60056 - SPED - Salaries of Regular Employees Paid to Other Licensed	-	125	-	-	-	-	-	-	125
60070 - Salaries of Regular Employees Paid to Other Classified / Sup									
60070 - Salaries of Regular Employees Paid to Other Classified / Sup	-	21,935	106,997	29,944	66,911	4,950	-	6,664	237,400
60071 - Bonus - Support Staff	-	457	2,722	1,039	2,079	125	125	252	6,799
Total - 60070 - Salaries of Regular Employees Paid to Support Staff	-	22,392	109,719	30,982	68,990	5,075	125	6,915	244,199
60310 - Group Insurance for Instructional Aides or Assistants	-	-	-	-	-	-	-	2,738	2,738
60410 - Social Security Contributions for Instructional Aides or Ass	-	-	65	-	16	-	-	-	81
60415 - Social Security Contributions for Substitute Teachers (Vacan	-	-	-	7	-	-	30	-	37
60505 - Retirement Contributions for Teachers									
60505 - Retirement Contributions for Teachers	969	179,441	345,608	168,486	496,294	175,024	186,109	197,573	1,749,505
60506 - SPED - Retirement Contributions for Teachers	-	23,268	36,815	20,286	48,423	23,241	25,670	18,677	196,378
Total - 60505 - Retirement Contributions for Teachers	969	202,709	382,423	188,772	544,717	198,265	211,779	216,250	1,945,883
60510 - Retirement Contributions for Instructional Aides									

60510 - Retirement Contributions for Instructional Aides	670	23,210	31,774	29,821	42,916	17,030	20,380	18,679	184,480
60511 - SPED - Retirement Contributions for Instructional Aides	-	6,503	7,869	12,380	2,538	7,231	1,165	6,147	43,833
Total - 60510 - Retirement Contributions for Instructional Aides	670	29,713	39,643	42,201	45,454	24,261	21,545	24,826	228,313
60515 - Retirement Contributions for Substitute Teachers (Vacant Pos	-	56,017	58,227	34,447	24,481	28,130	29,991	14,429	245,722
60520 - Retirement Contributions for Licensed Administration	-	37,561	41,323	34,369	79,308	40,467	42,790	35,861	311,678
60525 - Retirement Contributions for Non-licensed Administration	9,067	38,651	50,721	21,489	25,941	37,879	9,945	17,008	210,702
60535 - Retirement Contributions for Other Classified / Support Staf	-	3,689	12,802	6,315	12,788	1,210	-	1,949	38,753
60605 - Medicare Payments for Teachers									
60605 - Medicare Payments for Teachers	-	13,006	24,213	12,590	29,661	13,082	12,465	13,417	118,434
60606 - SPED - Medicare Payments for Teachers	-	1,272	2,266	1,166	2,830	1,000	1,840	1,303	11,676
Total - 60605 - Medicare Payments for Teachers	-	14,277	26,479	13,755	32,491	14,082	14,305	14,720	130,109
60610 - Medicare Payments for Instructional Aides									
60610 - Medicare Payments for Instructional Aides	37	1,666	2,621	1,549	3,191	1,440	1,676	1,484	13,664
60611 - SPED - Medicare Payments for Instructional Aides	-	588	588	839	132	448	117	797	3,509
Total - 60610 - Medicare Payments for Instructional Aides	37	2,254	3,209	2,388	3,324	1,888	1,793	2,281	17,174
60615 - Medicare Payments for Substitute Teachers (Vacant Positions)	-	4,512	4,403	2,250	1,591	2,629	2,577	1,343	19,305
60620 - Medicare Payments for Licensed Administration	-	1,943	2,696	1,818	4,049	1,733	2,375	1,730	16,343
60625 - Medicare Payments for Non-licensed Administration	468	3,044	3,612	1,746	1,295	3,149	1,144	1,354	15,812
60635 - Medicare Payments for Other Classified / Support Staff	-	301	896	422	1,027	106	-	85	2,838
60705 - Unemployment Compensation for Teachers									
60705 - Unemployment Compensation for Teachers	-	15,319	25,625	10,354	26,433	12,183	13,657	11,370	114,941
60706 - SPED - Unemployment Compensation for Teachers	-	2,055	2,675	1,362	2,642	2,050	1,923	1,723	14,431
Total - 60705 - Unemployment Compensation for Teachers	-	17,374	28,300	11,716	29,075	14,234	15,580	13,093	129,372
60710 - Unemployment Compensation for Instructional Aides									
60710 - Unemployment Compensation for Instructional Aides	77	3,903	4,940	3,660	6,533	3,356	3,702	3,089	29,260
60711 - SPED - Unemployment Compensation for Instructional Aides	-	1,305	1,223	1,961	283	1,073	250	1,061	7,156
Total - 60710 - Unemployment Compensation for Instructional Aides	77	5,208	6,163	5,621	6,816	4,429	3,952	4,150	36,415
60715 - Unemployment Compensation for Substitute Teachers	-	4,705	4,712	2,430	1,302	1,876	2,795	1,076	18,896
60720 - Unemployment Compensation for Licensed Administration	-	49	1,117	49	439	65	237	49	2,004
60725 - Unemployment Compensation for Non-licensed Administration	16	2,062	3,410	1,257	795	1,073	412	1,268	10,294
60735 - Unemployment Compensation Support Staff	-	2,925	3,577	1,562	2,788	613	2,690	719	14,873
60805 - Workers' Compensation for Teachers	7,215	-	-	-	-	-	-	-	7,215
60905 - Health Benefits for Teachers									
60905 - Health Benefits for Teachers	348	53,097	82,966	41,079	119,089	52,683	40,922	53,669	443,853
60906 - SPED - Health Benefits for Teachers	-	2,415	7,930	3,722	10,038	5,994	5,513	2,737	38,349
Total - 60905 - Health Benefits for Teachers	348	55,513	90,896	44,800	129,126	58,678	46,435	56,406	482,202
60910 - Health Benefits for Instructional Aides or Assistants									
60910 - Health Benefits for Instructional Aides or Assistants	-	2,208	2,981	4,616	2,996	(396)	1,100	1,948	15,453
60911 - SPED - Health Benefits for Instructional Aides or Assistants	-	539	72	1,617	11	537	10	84	2,871
Total - 60910 - Health Benefits for Instructional Aides or Assistants	-	2,746	3,054	6,234	3,007	141	1,110	2,032	18,324
60915 - Health Benefits for Substitute Teachers (Vacant Positions)	-	28,519	27,481	16,301	23,180	8,893	23,173	9,047	136,594
60920 - Health Benefits for Licensed Administration	-	8,598	10,427	6,105	16,957	21,292	13,887	11,286	88,551
60925 - Health Benefits for Non-licensed Administration	2,443	25,576	21,270	14,050	4,107	13,387	4,791	8,489	94,112
60935 - Health Benefits for Other Classified / Support Staff	-	69,789	112,923	66,168	142,950	60,358	50,960	63,443	566,592
61251 - Tuition Reimbursement for Teachers	-	-	-	-	-	-	900	1,800	2,700
61254 - Tuition Reimbursement for Licensed Administration	-	-	-	1,800	-	-	-	-	1,800
61331 - Training and Development Services - Teachers (Instructional	(3,000)	3,000	13,328	-	-	(0)	-	-	13,327
61337 - Training and Development Services - Other Classified/support	-	-	90	-	-	-	-	30	120
61584 - Travel - Licensed Administrative Personnel	547	-	-	-	-	-	-	1,255	1,802
61589 - Travel - Non-Staff Individuals	450	-	-	-	-	-	-	-	450
62480 - Supplies/Equipment - Non-tech Furniture and Fixtures									
62480 - Supplies/Equipment - Non-tech Furniture and Fixtures	-	11,002	2,085	-	56,332	-	-	832	70,251
62481 - Consumables - Furniture and Fixtures	-	1,045	21,966	2,863	1,175	25	8,510	-	35,583
Total - 62480 - Supplies/Equipment - Non-tech Furniture and Fixtures	-	12,047	24,051	2,863	57,507	25	8,510	832	105,834
62550 - Supplies - Technology - Software									
62550 - Supplies - Technology - Software	10	8,260	11,740	151	5,552	9,881	3,570	13,424	52,589
62551 - Consumables - Software	11,501	2,974	5,601	3,859	44,026	2,801	3,190	708	74,660

62552 - SPED - Software	-	715	-	-	-	-	-	300	1,015
Total - 62550 - Supplies - Technology - Software	11,511	11,948	17,342	4,010	49,578	12,682	6,760	14,432	128,263
62560 - Supplies Technology-Related									
62560 - Supplies Technology-Related	-	186	61	-	17,432	2,625	3,275	4,215	27,794
62561 - Consumables - Computers	-	(8,864)	-	35,243	125,875	-	-	-	152,255
Total - 62560 - Supplies Technology-Related	-	(8,678)	61	35,243	143,307	2,625	3,275	4,215	180,049
62610 - General Supplies									
62610 - General Supplies	3,314	2,539	10,628	839	1,661	12,459	354	1,658	33,452
62611 - Copier Supplies	(256)	923	200	-	2,628	326	-	-	3,821
62612 - Custodial Supplies	(2,434)	(399)	9,146	11,647	8,757	14,062	9,057	4,042	53,877
62613 - Consumables - Supplies	-	37,078	10,683	1,595	54,874	1,525	1,696	8,185	115,636
62614 - Assessment and Testing Materials	8,518	236	-	-	-	-	-	2,226	10,979
62615 - SPED Assessment and Testing Materials	-	292	2,994	-	-	303	-	-	3,589
62616 - SPED Supplies	-	-	18	416	2,792	2,158	-	5,117	10,501
62617 - Office Supplies	(66)	548	3,302	1,581	2,852	4,499	889	1,292	14,897
62618 - Nurse Supplies	-	35	-	631	1,172	3,434	175	198	5,646
62619 - Classroom Supplies	(1,731)	520	417	-	-	-	105	705	17
Total - 62610 - General Supplies	7,344	41,771	37,388	16,709	74,736	38,766	12,276	23,423	252,413
62640 - Books and Periodicals	-	-	514	297	164	-	-	950	1,925
62641 - Textbooks									
62641 - Textbooks	-	-	9,653	2,555	565	2,605	-	3,600	18,978
62642 - SPED Textbooks	-	-	-	-	-	-	-	133	133
62643 - Consumables - Textbooks	-	183,019	111,398	63,597	62,334	53,535	91,011	26,316	591,211
Total - 62641 - Textbooks	-	183,019	121,051	66,152	62,899	56,141	91,011	30,049	610,322
63110 - Professional - Educational Services									
63110 - Professional - Educational Services	891	2,526	30,871	5,270	1,700	2,093	-	-	43,352
63111 - Substitute Services	-	16,632	19,604	-	12,604	25,133	462	3,959	78,393
63112 - Contracted Services - Data Analysis	-	10,000	15,000	10,000	15,000	10,000	10,000	10,000	80,000
63113 - Athletics	-	-	1,307	(94)	3,259	-	-	1,578	6,051
Total - 63110 - Professional - Educational Services	891	29,158	66,782	15,176	32,563	37,226	10,462	15,537	207,796
63120 - Other Professional Services									
63120 - Other Professional Services	10,481	9,367	192,098	19,239	109,034	558	20,386	35,528	396,692
63121 - Affiliation Fee Training	-	-	150	-	-	-	-	-	150
63123 - Affiliation Fee Inc	(1,650)	21,445	39,881	17,810	38,871	17,335	19,307	18,047	171,045
63124 - Legal Fee	-	543	961	418	919	459	1,305	418	5,023
63125 - Audit and Tax Services	-	3,855	6,820	2,965	6,523	3,262	3,262	2,965	29,650
63126 - Management Fee	(0)	199,604	456,018	224,624	465,378	260,584	285,584	243,779	2,135,572
63127 - Background/Drug Tests	59	413	118	-	1,079	354	236	413	2,672
63128 - SPED - Contracted Services	8,059	92,628	89,416	31,050	112,839	103,687	104,180	100,836	642,694
Total - 63120 - Other Professional Services	16,949	327,855	785,462	296,105	734,643	386,239	434,259	401,986	3,383,497
63150 - Other Purchased Services									
63150 - Other Purchased Services	-	222	350	153	142	70	-	-	936
63151 - State Administrative Fee	-	54,578	97,156	45,051	98,032	44,231	48,458	45,518	433,025
Total - 63150 - Other Purchased Services	-	54,800	97,506	45,204	98,173	44,301	48,458	45,518	433,961
63160 - Purchased Professional and Technical Services	-	-	-	-	-	-	-	11,225	11,225
63200 - Technical Services	-	26,408	47,725	23,718	62,894	22,062	22,737	20,386	225,929
63210 - Other Technical Services	-	458	-	-	910	-	613	-	1,980
63220 - Telecommunications	-	1,478	2,614	2,023	4,201	1,250	1,244	2,427	15,237
63230 - Communications									
63230 - Communications	-	473	837	1,003	1,367	400	624	657	5,361
63231 - Internet	-	1,153	3,181	2,028	3,473	1,736	1,736	2,028	15,335
Total - 63230 - Communications	-	1,626	4,018	3,031	4,840	2,136	2,360	2,685	20,696
63240 - Data Communications, Internet, Video	-	-	-	-	79	-	-	52	131
63310 - Official/Administrative Services									
63310 - Official/Administrative Services	-	2,515	2,736	1,000	2,500	2,500	-	-	11,251
63311 - Payroll Service Fees	-	11,319	20,229	9,626	20,960	9,010	10,390	9,792	91,327
Total - 63310 - Official/Administrative Services	-	13,834	22,965	10,626	23,460	11,510	10,390	9,792	102,578

63320 - Advertising	-	35	63	27	60	282	30	27	524
63330 - Marketing Services	-	603	-	-	-	503	-	-	1,106
63340 - Delivery Services / Couriers	50	-	-	-	-	-	-	-	50
63350 - Postage	1,102	-	-	-	312	-	-	6	1,419
63610 - Dues and Fees									
63610 - Dues and Fees	232	5,962	8,976	10,667	9,997	13,146	4,120	4,120	57,222
63611 - Tax Assessment and Collection	-	-	-	-	-	-	-	10,060	10,060
Total - 63610 - Dues and Fees	232	5,962	8,976	10,667	9,997	13,146	4,120	14,179	67,281
63630 - Other Purchased Property Services									
63630 - Other Purchased Property Services	-	-	-	-	-	-	4,355	-	4,355
63631 - Alarm Services	-	1,245	675	325	3,040	375	225	225	6,110
63632 - Fire Services	-	2,078	2,940	1,038	1,485	1,418	1,825	1,460	12,244
Total - 63630 - Other Purchased Property Services	-	3,323	3,615	1,363	4,525	1,793	6,405	1,685	22,708
64100 - Food Service Management	178	-	-	-	-	-	-	-	178
64110 - Food Expenditures	808	27,079	70,803	15,905	23,599	18,518	21,764	34,533	213,009
64250 - Technology Software	-	-	-	-	302	-	-	300	602
64260 - Technology-Related Repairs and Maintenance	-	155	70	-	506	3,582	-	3,327	7,639
64270 - Rentals of Computers and Related Equipment									
64270 - Rentals of Computers and Related Equipment	9	2,736	4,840	2,104	4,629	2,315	2,315	2,104	21,052
64271 - Copier Fees Monthly	-	9,689	14,579	8,399	14,840	9,591	9,178	8,692	74,968
64272 - Copier Fees Overage	15	4,824	1,819	1,435	-	2,801	867	596	12,357
Total - 64270 - Rentals of Computers and Related Equipment	24	17,249	21,238	11,938	19,470	14,707	12,359	11,392	108,377
65100 - Janitorial / Custodial Services									
65100 - Janitorial / Custodial Services	-	34,477	115,440	31,022	80,744	29,699	46,518	17,121	355,021
65101 - Janitorial Additional Services	-	225	-	11,395	-	16,977	960	-	29,557
Total - 65100 - Janitorial / Custodial Services	-	34,702	115,440	42,418	80,744	46,676	47,478	17,121	384,579
65110 - Non Janitorial Cleaning Services									
65110 - Non Janitorial Cleaning Services	-	8,282	1,708	5,231	-	-	-	3,333	18,554
65111 - Lawn Care	-	25,412	9,400	5,846	2,400	3,900	5,775	5,675	58,408
Total - 65110 - Non Janitorial Cleaning Services	-	33,694	11,108	11,077	2,400	3,900	5,775	9,008	76,962
65210 - Liability Insurance	-	-	4,432	1,927	4,240	2,120	2,120	1,927	16,766
65220 - Property Insurance	-	25,360	40,435	17,580	38,677	19,338	22,369	17,580	181,340
65310 - Repairs and Maintenance Svcs									
65310 - Repairs and Maintenance Svcs	(1,185)	18,160	58,453	7,908	50,528	36,315	6,931	22,277	199,386
65311 - A/C Repairs and Maintenance	-	10,475	10,063	3,744	9,355	11,161	7,935	6,566	59,297
Total - 65310 - Repairs and Maintenance Svcs	(1,185)	28,634	68,515	11,652	59,883	47,476	14,866	28,843	258,683
65400 - Rental of Land and Buildings	-	630,446	-	-	-	-	421,795	299,753	1,351,994
65510 - Electricity	-	42,383	95,972	42,405	90,329	37,140	39,394	44,669	392,293
65530 - Natural Gas	-	432	-	-	-	-	-	-	432
65540 - Water/Sewage	-	11,582	20,598	33,775	19,235	3,850	11,920	14,761	115,720
65550 - Garbage / Disposal	-	15,727	11,309	3,903	17,636	4,037	6,414	3,821	62,848
Total - Expense	123,517	4,106,207	5,875,440	2,904,834	6,224,405	3,067,105	3,401,260	3,176,453	28,879,219
Net Ordinary Income	121,618	487,865	2,312,172	902,297	2,030,211	708,861	681,079	636,922	7,881,024
Other Income and Expenses									
Other Expense									
68320 - Interest	-	228,403	886,931	319,219	764,653	295,644	-	-	2,494,850
69900 - Miscellaneous Expenditures	(37,911)	-	-	-	-	-	-	-	(37,911)
Total - Other Expense	(37,911)	228,403	886,931	319,219	764,653	295,644	-	-	2,456,939
Net Other Income	37,911	(228,403)	(886,931)	(319,219)	(764,653)	(295,644)	-	-	(2,456,939)
Net Income	159,529	259,462	1,425,241	583,078	1,265,558	413,218	681,079	636,922	5,424,085

SOMERSET ACADEMY OF LAS VEGAS

Supporting Document

Meeting Date: February 2, 2021
Agenda Item: 6b2 – Acceptance of CSP Grant Funds for Aliante and Skye Canyon
Number of Enclosures: 0

SUBJECT: Acceptance of CSP Grant Funds

Action
 Appointments
 Approval
 Consent Agenda
 Information
 Public Hearing
 Regular Adoption

Presenter (s): Board

Recommendation:

Proposed wording for motion/action:

Consent

Fiscal Impact: N/A

Estimated Length of time for consideration (in minutes): 0 Minutes

Background:

Somerset Academy of Las Vegas has been awarded the following CSP grant funds:

Aliante - \$214,576.30

Skye Canyon - \$548,471.33

The board must formally accept the funds.

Submitted By: Staff

SOMERSET ACADEMY OF LAS VEGAS

Supporting Document

Meeting Date: February 2, 2021
Agenda Item: 6b3 – Approval of the Grade-Level Maximum Enrollment for the 2021/2022 School Year
Number of Enclosures: 1

SUBJECT: Maximum Grade-Level Enrollment 2021/2022

Action
 Appointments
 Approval
 Consent Agenda
 Information
 Public Hearing
 Regular Adoption

Presenter (s): Board

Recommendation:

Proposed wording for motion/action:

*****This item will be pulled from consent for discussion by the Board*****

Fiscal Impact: N/A

Estimated Length of time for consideration (in minutes): 0 Minutes

Background:

In preparation for open enrollment for the 2021/2022 school year, it is necessary for the Board to approve maximum grade-level enrollment for Somerset Academy campuses.

Submitted By: Staff

Enrollment

	Aliante	Lone Mountain	Losee	NLV	Sky Pointe	Skye Canyon	Stephanie
Pre-K							
K	130	104	156	130	130	104	104
1st	130	104	156	130	130	104	104
2nd	130	104	156	130	130	104	104
3rd	130	104	156	130	130	104	104
4th	130	104	156	130	130	104	104
5th	130	104	156	130	130	104	104
6th	124	124	180	150	125	124	124
7th	124	124	180	150	155	124	124
8th	124	124	150	145	186	124	124
9th			300		270		
10th			235		270		
11th			189		220		
12th			145		180		
Total	1152	996	2315	1225	2186	996	996

SOMERSET ACADEMY OF LAS VEGAS

Supporting Document

Meeting Date: February 2, 2021 Agenda Item: 6c – Approval of Somerset NDE Distance Education Renewal Application Number of Enclosures: 1
--

SUBJECT: Somerset NDE Distance Education Renewal Application

<input type="checkbox"/> Action
<input type="checkbox"/> Appointments
<input type="checkbox"/> Approval
<input checked="" type="checkbox"/> Consent Agenda
<input type="checkbox"/> Information
<input type="checkbox"/> Public Hearing
<input type="checkbox"/> Regular Adoption

Presenter (s): Board

Recommendation:

Proposed wording for motion/action:

Consent

Fiscal Impact: N/A

Estimated Length of time for consideration (in minutes): 0 Minutes
--

Background:

It is necessary to renew the distance education program agreement with the Nevada Department of Education.
--

Submitted By: Staff

DISTANCE EDUCATION PROGRAM

APPLICATION COVER PAGE

CERTIFICATION

I HEREBY CERTIFY that, to the best of my knowledge, the information contained in this application is accurate and that the distance education program will be operated as described in the application. As the authorized representative of the school district or charter school submitting the application, assurance is provided to the Department of Education that the persons who operate the program on a day-to-day basis will comply with and carry out all applicable requirements, statutes, regulations, rules and policies of the school district or charter school.

Name and Signature of the school district superintendent, charter school principal or other appropriate designee of the applicant authorized to submit this application must be provided below:

Name and Title

Elaine Kelley, Lead Principal

Signature

X 

Indicate the date the applicant's board of trustees, governing body or committee to form a charter school met to approve the submission of this application: November 18, 2020

APPLICANT INFORMATION

Applicant (Name of School District or Charter School) <p style="text-align: center;">Somerset Academy of Las Vegas</p>	Mailing Address (Street, P.O. Box, City/Zip) <p style="text-align: center;">4650 Losee Rd. North Las Vegas, NV 89081</p>
Name and title of authorized contact person <p style="text-align: center;">Elaine Kelley, Lead Principal</p>	Telephone number of authorized contact person Fax Number <p style="text-align: center;">(702) 826-4373 x2017 Fax: (702) 487-5411</p> Email address <p style="text-align: center;">Elaine.Kelley@somersetnv.org</p>

Date Received By Department:

DISTANCE EDUCATION PROGRAM APPLICATION

Applications are approved for three years

Application _____
(New, Renewal or Amendment)

Application Amendment _____
(Amendment Number)

CERTIFICATION

I HEREBY CERTIFY that, to the best of my knowledge, the information contained in this application is accurate and that the distance education program will be operated as described in the application. As the authorized representative of the school district or charter school submitting the application, assurance is provided to the Nevada Department of Education (NDE) that all persons responsible for program operation will comply with all applicable Nevada Revised Statutes, Nevada Administrative Code, NDE policy and regulations, and all rules and policies of the school district or charter school.

Name and Signature of the school district superintendent, charter school principal or appropriate designee of the applicant authorized to submit this application must be provided below:

Name and Title (Please type)



Signature

Date

Indicate the date the applicant's board of trustees, governing body, or committee to form a charter school met to approve the submission of this application: _____

APPLICANT INFORMATION

Applicant (Name of School District or Charter School)

Mailing Address

Name and Title of Authorized Contact Person

Telephone Number

Email Address

Fax Number

For Department use only:

Date Received: _____

Recommend for Approval by the Distance Education Program Review Committee:

Verification by Tracy Moore, Distance Education Program Professional

Date _____

Approval by Superintendent of Public Instruction

Jhone M. Ebert, Superintendent of Public Instruction

Date _____

Section 1: Identify all distance education courses that will be offered as part of the distance education program.

The courses to be used will be from four approved distance education providers: Edgenuity, Accelerate Education, Fuel Education, and K12. The applicant will not be developing any courses. Any new courses proposed by the applicant will be submitted by Edgenuity, Accelerate Education, Fuel Education and K12 and will only be use if they are approved by the Nevada Department of Education NDE. All courses to be used are currently included on the list of approved distance education courses prepared by the Nevada Department NDE. Course lists for each Nevada approved provider are included below:

Edgenuity Approved Course List

Approval Valid Until 07/23/2023

Courses	Grade
AP Calculus AB	9-12
AP English Language and Composition	9-12
AP English Literature and Composition	9-12
AP Environmental Science	9-12
AP French Language & Culture	9-12
AP Human Geography	9-12
AP Psychology	9-12
AP Spanish Language & Culture	9-12
AP US History	9-12
AP World History: Modern	9-12
AP U.S. Government & Politics	9-12
AP Biology	9-12
AP Statistics	9-12
Career Explorations	6-8
Career Planning & Development	9-12
Health Science Concepts	9-12

Introduction to Business	9-12
Introduction to Health Science	9-12
Introduction to Information Technology	9-12
Medical Terminology	9-12
Microsoft® Office® Specialist- Office 2016	9-12
Nursing Assistant	9-12
Pharmacy Technician	9-12
Classic Novels & Author Studies	8
English Language Arts 10	10
English Language Arts 10 Honors	10
English Language Arts 11	11
English Language Arts 11 Honors	11
English Language Arts 12	12
English Language Arts 12 Honors	12
English Language Arts 6	6
English Language Arts 7	7
English Language Arts 8	8
English Language Arts 9	9
English Language Arts 9 Honors	9
Expository Reading and Writing	9-12
Introduction to Communications & Speech	9-12
Literacy & Comprehension I	6-8
Literacy & Comprehension II	9-12
Art History I	9-12
Foundations of Personal Wellness	9-12
Healthy Living	9-12
Introduction to Art	9-12

Lifetime Fitness	9-12
Online Learning & Digital Citizenship	9-12
Psychology	9-12
Sociology	10
Strategies for Academic Success	9-12
Contemporary Health	9-12
Algebra I	9-12
Algebra I Honors	9-12
Algebra II	9-12
Algebra II Honors	9-12
Concepts in Probability and Statistics	9-12
Statistics	9-12
Financial Math	9-12
Geometry	9-12
Geometry Honors	9-12
High School Pre-Algebra	9-12
Mathematics 6	6
Mathematics 7	7
Mathematics 8/Pre-Algebra	8
Mathematics I	9-12
Mathematics II	9-12
Mathematics III	9-12
Precalculus	9-12
Trigonometry	9-12
ACCUPLACER®	9-12
ACT®	9-12
COMPASS®	9-12

GED®	9-12
HiSET®	9-12
PSAT®	9-12
SAT®	9-12
ACT WorkKeys®	9-12
ASVAB®	9-12
TASC®	9-12
Biology	9-12
Biology Honors	9-12
Chemistry	9-12
Chemistry Honors	9-12
Environmental Science	9-12
Physics	11-12
Physics Honors	11-12
Science 6	6
Science 7	7
Science 8	8
Earth Science	9-12
Earth Science Honors	9-12
Grade 7 World Geography	7
Grade 8 US History	8
Grade 6 World Civilizations	6
US History	9-12
US History Honors	9-12
World History	9-12
World History Honors	9-12
Civics and Economics	9-12

Civics and Economics Honors	9-12
EOC English Language Arts I	9-12
EOC English Language Arts II	9-12
EOC Science	9-12
EOC Math I	9-12
EOC Math II	9-12
EOC Integrated Math I	9-12
EOC Integrated Math II	9-12
Chinese 1	6-8
Chinese 2	6-8
Chinese I	9-12
Chinese II	9-12
French 1	6-8
French 2	6-8
French I	9-12
French II	9-12
French III	9-12
German 1	6-8
German 2	6-8
German I	9-12
German II	9-12
Latin 1	6-8
Latin 2	6-8
Latin I	9-12
Latin II	9-12
Spanish 1	6-8
Spanish 2	6-8

Spanish I	9-12
Spanish II	9-12
Spanish III	9-12
American Sign Language 1A: Introduction	9-12
American Sign Language 1B: Learn to Sign	9-12
American Sign Language 2A: Communicating	9-12
American Sign Language 2B: Advancing Communication Skills	9-12
African American History	9-12
Agriscience 2A: Introduction	9-12
Agriscience 2B: Sustaining Human Life	9-12
Anthropology 1: Uncovering Human Mysteries	9-12
Anthropology 2: More Human Mysteries Uncovered	9-12
Archaeology: Detectives of the Past	9-12
Astronomy 1A: Introduction	9-12
Astronomy 1B: Exploring the Universe	9-12
Biotechnology 1A: Introduction	9-12
Biotechnology 1B: Unlocking Nature's Secrets	9-12
Careers in Criminal Justice	9-12
Concepts of Engineering and Technology	9-12
Cosmetology 1: Cutting-Edge Styles	9-12
Creative Writing	9-12
Criminology: Inside the Criminal Mind	9-12
Early Childhood Education 1A: Introduction	9-12
Early Childhood Education 1B: Developing Early Learners	9-12
Fashion and Interior Design	9-12

Forensic Science I: Secrets of the Dead	9-12
Forensic Science II: More Secrets of the Dead	9-12
Game Design 1A	9-12
Game Design 1B: Building a Game	9-12
Gothic Literature: Monster Stories	9-12
Great Minds in Science: Ideas for a New Generation	9-12
History of the Holocaust	9-12
Hospitality & Tourism 1: Traveling the Globe	9-12
Hospitality & Tourism 2A: Hotel and Restaurant Management	9-12
Hospitality & Tourism 2B: Hotel and Restaurant Management	9-12
International Business: Global Commerce in the 21st Century	9-12
Culinary Arts 1A: Introduction	9-12
Culinary Arts 1B: Exploring Careers in Culinary Arts	9-12
Forestry & Natural Resources	9-12
Introduction to Manufacturing: Product Design & Innovation	9-12
Introduction to Military Careers	9-12
Renewable Technologies 1A: Introduction	9-12
Renewable Technologies 1B: Sustainable Energy	9-12
Introduction to Social Media	9-12
Journalism 1A: Introduction	9-12
Journalism 1B: Investigating the Truth	9-12
Law and Order: Introduction to Legal Studies	9-12
Marine Science 1A: Introduction	9-12

Marine Science 1B: Secrets of the Blue	9-12
Middle School Game Design 1A: Introduction	6-8
Middle School Game Design 1B: Creating a Game	6-8
Middle School Journalism 1A: Introduction	6-8
Middle School Journalism 1B: Tell Your Story	6-8
Mythology & Folklore: Legendary Tales	9-12
National Security	9-12
Nutrition & Wellness	9-12
Peer Counseling	9-12
Philosophy: The Big Picture	9-12
Principles of Agriculture, Food & Natural Resources	9-12
Principles of Public Service: To Serve & Protect	9-12
Public Speaking 1A: Introduction	9-12
Public Speaking 1B: Finding Your Voice	9-12
Social Problems 1: A World in Crisis	9-12
Social Problems 2: Crisis, Conflicts & Challenges	9-12
Sports and Entertainment Marketing	9-12
Veterinary Science: The Care of Animals	9-12
World Religions: Exploring Diversity	9-12
Anatomy	9-12
Drugs & Alcohol	9-12
Exercise Science	9-12
First Aid & Safety	9-12
Health Careers	9-12
Intro to Coaching	9-12
Life Skills	9-12

Middle School Life Skills	6-8
Personal Training	9-12
Physiology	9-12
Sports Officiating	9-12
Character & Leadership Development	6-12
College & Career Readiness	6-12
Mental Health & Wellness	6-12
Personal Development	6-12
Social & Emotional Success	6-12
Unlock Your Purpose	6-12
Feelings Factory	K-2
Transform My Emotions	3-5
Introduction to Computer Science	9-12
Introduction to Agriculture, Food, and Natural Resources	9-12
Agribusiness Systems	9-12
Food Products and Processing Systems	9-12
Power, Structural and Technical Systems	9-12
Introduction to Careers in Architecture and Construction	9-12
Introduction to Careers in Arts, A/V Technology, and Communications	9-12
Small Business Entrepreneurship	9-12
Technology and Business	9-12
Introduction to Careers in Education and Training	9-12
Introduction to Human Growth and Development	9-12
Introduction to Careers in Finance	9-12

Introduction to Careers in Government and Public Administration	9-12
Introduction to Careers in the Health Sciences	9-12
Careers in Allied Health	9-12
Food Safety and Sanitation	9-12
Marketing and Sales for Tourism and Hospitality	9-12
Sustainable Service Management for Hospitality and Tourism	9-12
Transportation and Tours for the Traveler	9-12
Introduction to Human Services	9-12
Introduction to Consumer Services	9-12
Introduction to Information Technology Support and Services	9-12
Software Development Tools	9-12
Introduction to Network Systems	9-12

Fuel Education Global Course List

Approval Valid Until 7/23/2023

**Denotes One Semester Courses, all others are 1 year (2 semester) courses.*

Courses	Grade
3D Art I: Modeling*	9-12
3D Art II: Animation*	9-12
A+ Computer Management I	9-12
A+ Computer Management II with A+ Certification Preparation	9-12
Accounting	9-12
Achieving Your Career and College Goals*	9-12
Advanced Earth Science	6-8
Adobe Dreamweaver with Adobe Certification Preparation	9-12
Adobe Illustrator with Adobe Certification Preparation	9-12
Adobe InDesign with Adobe Certification Preparation	9-12
Adobe Photoshop with Adobe Certification Preparation	9-12
Advanced Life Science	6-8
Advanced Physical Science	6-8
Algebra	8
Algebra I (Comprehensive)	9-10
Algebra I (Core)	9-10
Algebra I (Credit Recovery)	9-12
Algebra 1 (Credit Recovery)	9-12
Algebra I (Credit Recovery) (CFTS)	9-12
Algebra I (Honors)	9-12
Algebra II (Comprehensive)	9-12
Algebra II (Core)	9-12
Algebra 2 (Credit Recovery)	9-12

Algebra II (Credit Recovery)	9-12
Algebra II (Credit Recovery)(CFTS)	9-12
Algebra II (Honors)	9-12
American Government (Credit Recovery)*	9-12
American History (Credit Recovery)	9-12
American History A	5
American History B	6
American Literature (Comprehensive)	9-12
American Literature (Core)	9-12
American Literature (Credit Recovery)	9-12
American Literature (Honors)	9-12
Anatomy and Physiology I*	9-12
Anatomy and Physiology II*	9-12
Anthropology*	9-12
AP Art History	9-12
AP Biology	11-12
AP Calculus AB	11-12
AP Calculus BC	11-12
AP Chemistry	11-12
AP English Language and Composition	11-12
AP English Literature and Composition	11-12
AP Environmental Science	11-12
AP French Language & Culture (Middlebury)	11-12
AP Macroeconomics*	11-12
AP Microeconomics*	11-12
AP Psychology*	11-12
AP Spanish Language & Culture (Middlebury)	11-12
AP Statistics	11-12
AP U.S. Government and Politics	11-12

AP U.S. History	11-12
AP World History	11-12
Archaeology*	9-12
Art in World Cultures*	9-12
Art 1	1
Art 2	2
Art 3	3
Art 4	4
Art 6*	6
Art 7*	7
Art 8*	8
Art K	K
Astronomy*	9-12
Audio Engineering*	9-12
Beginning 1 Music	1
Beginning 2 Music	2
Biology (Comprehensive)	9-12
Biology (Core)	9-12
Biology (Credit Recovery)	9-12
Biology (Credit Recovery) (CFTS)	9-12
Biology (Honors)	9-12
Biotechnology*	9-12
British and World Literature (Comprehensive)	9-12
British and World Literature (Core)	9-12
British and World Literature (Credit Recovery)	9-12
British and World Literature (Honors)	9-12
Business and Health Explorations*	9-12
C++ Programming*	11-12
Calculus	9-12

Career Explorations*	6-8
Careers in Criminal Justice*	9-12
Chemistry (Comprehensive)	9-12
Chemistry (Core)	9-12
Chemistry (Credit Recovery)	9-12
Chemistry (Credit Recovery) (CFTS)	9-12
Chemistry (Honors)	9-12
Civics*	9-12
Computer Fundamentals	9-12
Computer Literacy*	9-12
Computer Science*	9-12
Consumer Math	9-12
Contemporary World Issues	9-12
Continuing Algebra	9-12
Cosmetology*	9-12
Creative Writing	11-12
Criminology*	9-12
Developmental Algebra	9-12
Digital Arts I*	9-12
Digital Arts II*	9-12
Digital Photography*	9-12
Early Childhood Education*	9-12
Earth Science	6
Earth Science	6-8
Earth Science (Comprehensive)	9-12
Earth Science (Core)	9-12
Earth Science (Credit Recovery)	9-12
Earth Science (Credit Recovery)(CFTS)	9-12
Earth Science (Honors)	9-12

Economics (Credit Recovery)*	9-12
Economics*	9-12
Elementary French 1 (Exposure)	3-5
Elementary French 2 (Exposure)	3-5
Elementary German 1 (Exposure)	3-5
Elementary German 2 (Exposure)	3-5
Elementary Latin 1 (Exposure)	3-5
Elementary Spanish 1 (Exposure)	3-5
Elementary Spanish 2 (Exposure)	3-5
Engineering Design/CAD*	9-12
English Foundations I (Remediation)	9-12
English Foundations II (Remediation)	9-12
English I (Credit Recovery)	9-12
English II (Credit Recovery)	9-12
English III (Credit Recovery)	9-12
English IV (Credit Recovery)	9-12
English 9 (Credit Recovery)	9-12
English 10 (Credit Recovery)	9-12
Environmental Science*	9-12
Exploring Music	5
Family and Consumer Science*	9-12
Family and Consumer Science*	6-8
Fashion and Interior Design*	9-12
Finding Your Path Series I-IV Orientation	9-12
Fine Art	9-12
Forensic Science*	9-12
French I (FuelEd)	9-12
French I (Middlebury Competency)	9-12
French I (Middlebury Fluency)	9-12

French II (FuelEd)	9-12
French II (Middlebury Competency)	9-12
French II (Middlebury Fluency)	9-12
French III (FuelEd)	9-12
French III (Middlebury Competency)	9-12
French IV (FuelEd)	9-12
Fundamentals of Geometry and Algebra	6
Game Design*	9-12
General Accounting I*	9-12
General Accounting II*	9-12
Geography (Comprehensive)	9-12
Geography (Credit Recovery)	9-12
Geometry (Comprehensive)	9-12
Geometry (Core)	9-12
Geometry (NEW) (Credit Recovery)	9-12
Geometry (Credit Recovery)	9-12
Geometry (Credit Recovery)(CFTS)	9-12
Geometry (Honors)	9-12
German I (FuelEd)	9-12
German I (Middlebury Competency)	9-12
German II (FuelEd)	9-12
German II (Middlebury Competency)	9-12
German III (FuelEd)	9-12
German IV (FuelEd)	9-12
Gothic Literature*	9-12
Grammar & Composition	9-12
Great Minds in Science*	9-12
Green Design and Technology*	9-12
Health (Credit Recovery)*	9-12

Health 6*	6
Health 7*	7
Health 8*	8
Health Sciences I*	9-12
Health Sciences II*	9-12
History 1	1
History 2	2
History 3	3
History 4	4
History K	K
History of Holocaust*	9-12
Hospitality & Tourism	9-12
Image Design and Editing*	9-12
Integrated Math	9-12
Integrated Mathematics I (Comprehensive)	9-12
Integrated Mathematics II (Comprehensive)	9-12
Integrated Mathematics III (Comprehensive)	9-12
Intermediate 1 Music	3
Intermediate 2 Music	4
Intermediate 3 Music	5
Intermediate American Art II	6
Intermediate Art: American A	5
Intermediate Art: American B	6
Intermediate Art: World A	7
Intermediate Art: World B	8
Intermediate English A	6
Intermediate English B	7
Intermediate Mathematics A	6
Intermediate Mathematics B	7

Intermediate Mathematics C	8
Intermediate World Art I	7
Intermediate World Art II	8
Intermediate World History A	7
Intermediate World History B	8
International Business*	9-12
Introduction to Agriscience*	9-12
Introduction to Culinary Arts*	9-12
Introduction to Marketing I*	9-12
Introduction to Marketing II*	9-12
Introduction to Medical Terminology*	9-12
Introduction to Music	3
Introduction to Entrepreneurship I*	9-12
Introduction to Entrepreneurship II*	9-12
IT and Manufacturing Explorations*	9-12
Japanese I (FuelEd)	9-12
Japanese II (FuelEd)	9-12
Java Programming I*	9-12
Java Programming II*	9-12
Journalism (MS)*	6-8
Journalism*	9-12
Language Arts 4	4
Language Arts 5	5
Language Arts 6	6
Language Arts 7	7
Language Arts 8	8
Language Arts Blue (K)	K
Language Arts Green (1)	1
Language Arts Orange (2)	2

Language Arts Purple (3)	3
Latin I (FuelEd)	9-12
Latin I (Middlebury Competency)	9-12
Latin II (FuelEd)	9-12
Latin II (Middlebury Competency)	9-12
Legal Studies*	9-12
Life Science	7
Life Science	6-8
Life Skills*	9-12
Literary Analysis and Composition	8
Literary Analysis and Composition I (Comprehensive)	9-12
Literary Analysis and Composition I (Core)	9-12
Literary Analysis and Composition I (Credit Recovery)	9-12
Literary Analysis and Composition I (Honors)	9-12
Literary Analysis and Composition II (Comprehensive)	9-12
Literary Analysis and Composition II (Core)	9-12
Literary Analysis and Composition II (Credit Recovery)	9-12
Literary Analysis and Composition II (Honors)	9-12
Mandarin (Chinese) I (FuelEd)	9-12
Mandarin (Chinese) I (Middlebury Competency)	9-12
Mandarin (Chinese) I (Middlebury Fluency)	9-12
Mandarin (Chinese) II (FuelEd)	9-12
Mandarin (Chinese) II (Middlebury Competency)	9-12
Mandarin (Chinese) II (Middlebury Fluency)	9-12
MARK12 Reading I (Adaptive Remediation)	3-4
MARK12 Reading II (Adaptive Remediation)	3-5
MARK12 Reading III (Adaptive Remediation)	3-5

Math 6 – Fundamentals of Geometry and Algebra	6
Math 7 – Pre-Algebra	6-8
Math 8 – Algebra	6-8
Math Foundations I (Remediation)	9-12
Math Foundations II (Remediation)	9-12
Math Plus Blue (K)	K
Math Plus Green (1)	1
Math Plus Orange (2)	2
Math Plus Purple (3)	3
Math Plus Red (4)	4
Math Plus Yellow (5)	5
Medical Assistant 1	9-12
Medical Assistant 2	9-12
Medical Assistant 3 with Certified Medical Assistant Certification Preparation	9-12
Microsoft Access 2013 with Certification Preparation*	9-12
Microsoft Excel 2013 with Certification Preparation*	9-12
Microsoft PowerPoint 2013 with Certification Preparation*	9-12
Microsoft Word 2013 with Certification Preparation*	9-12
Middle School American History since 1865	6
Middle School Chinese 1 (Competency)	6-8
Middle School Chinese 2 (Competency)	6-8
Middle School French 1 (Competency)	6-8
Middle School French 2 (Competency)	6-8
Middle School German 1 (Competency)	6-8
Middle School German 2 (Competency)	6-8
Middle School Latin 1 (Competency)	6-8
Middle School Latin 2 (Competency)	6-8
Middle School Spanish 1 (Competency)	6-8

Middle School Spanish 2 (Competency)	6-8
Middle School World History I	7
Middle School World History II	8
Modern U.S. History (Comprehensive)	9-12
Modern U.S. History (Core)	9-12
Modern U.S. History (Credit Recovery)	9-12
Modern U.S. History (Honors)	9-12
Modern World Studies (Comprehensive)	9-12
Modern World Studies (Core)	9-12
Modern World Studies (Credit Recovery)	9-12
Modern World Studies (Honors)	9-12
Music 6*	6
Music 7*	7
Music 8*	8
Music Appreciation	9-12
Music Appreciation	8
Music Concepts A	6
Music Concepts B	7
Mythology & Folklore*	9-12
Network+ Guide to Networks I with Exam Prep*	9-12
Network+ Guide to Networks II with ExamPrep*	9-12
Nursing Assistant 1	9-12
Nursing Assistant 2	9-12
Nursing Assistant 3 with Certified Nursing Assistant Certification Preparation	9-12
Nutrition and Wellness*	9-12
Peer Counseling*	9-12
Personal Finance*	9-12
Philosophy*	9-12
Photography (MS)*	6-8

Physical Education	9-12
Physical Education (Credit Recovery)*	9-12
Physical Education 6*	6
Physical Education 7*	7
Physical Education 8*	8
Physical Science	8
Physical Science	8
Physical Science (Core)	9-12
Physical Science (Credit Recovery)	9-12
Physical Science (Credit Recovery)(CFTS)	9-12
Physics (Comprehensive)	9-12
Physics (Honors)	9-12
Practical Math (Core)	9-12
Pre-Algebra	7
Pre-Algebra (Comprehensive)	9-10
Pre-Algebra (Core)	9-10
Pre-Algebra (Credit Recovery)	9-12
Pre-Calculus/Trigonometry (Comprehensive)	9-12
Preparatory Music	K
Probability and Statistics (Comprehensive)*	11-12
Programming II – Java*	9-12
Programming I – VB.NET*	9-12
Programming Logic and Design*	9-12
Psychology*	9-12
Public Speaking*	9-12
Reaching Your Academic Potential*	9-12
Real World Parenting*	9-12
Science 1	1
Science 2	2

Science 3	3
Science 4	4
Science 5	5
Science K	K
Security+ I with Exam Prep*	9-12
Security+ II with Exam Prep*	9-12
Service Learning*	9-12
Skills for Health*	9-12
Social Problems I*	9-12
Social Problems II*	9-12
Social Studies 6	6
Social Studies 7	7
Social Studies 8	8
Sociology I*	9-12
Sociology II*	9-12
Spanish I (Credit Recovery)	9-12
Spanish I (FuelEd)	9-12
Spanish I (Middlebury Competency)	9-12
Spanish I (Middlebury Fluency)	9-12
Spanish II (FuelEd)	9-12
Spanish II (Middlebury Competency)	9-12
Spanish II (Middlebury Fluency)	9-12
Spanish III (FuelEd)	9-12
Spanish III (Middlebury Competency)	9-12
Spanish IV (FuelEd)	9-12
Sports & Entertainment Marketing*	9-12
Strategies for Success: Grade 2-5	2-5
U.S. and Global Economics (Comprehensive)*	9-12
U.S. and Global Economics (Core)*	9-12

U.S. Government and Politics (Comprehensive)*	11-12
U.S. Government and Politics (Core)*	11-12
U.S. Government and Politics (Credit Recovery)*	9-12
U.S. History (Comprehensive)	9-12
U.S. History (Core)	9-12
U.S. History (Credit Recovery)	9-12
U.S. History (Honors)	9-12
Veterinary Sciences*	9-12
Web Design*	9-12
Welcome to Online Learning 3-5 Orientation	9-12
Welcome to Online Learning 6-8 Orientation	3-5
Welcome to Online Learning K-2 Orientation	6-8
World History (Comprehensive)	K-2
World History (Core)	9-12
World History (Credit Recovery)	9-12
World History (Honors)	9-12
World Language Survey*	9-12
World Religions*	9-12

Fuel Education CTE Global Course List

Approval Valid Until 7/16/2022

**Denotes One Semester Courses, all others are 1 year (2 semester) courses.*

General Courses	Grade
Art in World Cultures*	9-12
Astronomy*	9-12
Biotechnology*	9-12
Careers in Criminal Justice*	9-12
Cosmetology*	9-12
Criminology*	9-12
Early Childhood Education*	9-12
Fashion and Interior Design*	9-12
Great Minds in Science*	9-12
Gothic Literature*	9-12
Health Science I*	9-12
History of Holocaust*	9-12
Hospitality & Tourism*	9-12
International Business*	9-12
Introduction to Agriscience*	9-12
Introduction to Culinary Arts*	9-12
Legal Studies*	9-12
Mythology & Folklore*	9-12
Peer Counseling*	9-12
Philosophy*	9-12
Real World Parenting*	9-12
Social Problems I*	9-12
Social Problems II*	9-12

General Courses	Grade
Sports & Entertainment Marketing*	9-12
Veterinary Sciences*	9-12
World Religions*	9-12

Business & Management Courses	Grade
General Accounting I*	9-12
General Accounting II*	9-12
Introduction to Entrepreneurship I*	9-12
Introduction to Entrepreneurship II*	9-12
Introduction to Marketing I*	9-12
Introduction to Marketing II*	9-12
Microsoft Access 2013 with Certification Preparation*	9-12
Microsoft Excel 2013 with Certification Preparation*	9-12
Microsoft PowerPoint 2013 with Certification Preparation*	9-12
Microsoft Word 2013 with Certification Preparation*	9-12

Health Science Courses	Grade
Anatomy and Physiology I*	9-12
Anatomy and Physiology II*	9-12
Business and Health Explorations*	9-12
Health Sciences II*	9-12
Introduction to Medical Terminology*	9-12

Manufacturing Courses	Grade
IT and Manufacturing Explorations*	9-12

Information Technology Courses	Grade
Digital Arts I*	9-12
Digital Arts II*	9-12
IT and Manufacturing Explorations*	9-12
Java Programming I*	9-12
Java Programming II*	9-12
Programming Logic and Design*	9-12
Network+ Guide to Networks I with Exam Prep*	9-12
Network+ Guide to Networks II with Exam Prep*	9-12
Security+ I with Exam Prep*	9-12
Security+ II with Exam Prep*	9-12

K12 Course List

Approval Valid Until 7/16/2022

K-8 Courses	Grade
Algebra 1	8-10
Algebra I NV Math Lab	8
Beginning Art	K-1
Beginning Mathematics A	K
Beginning Mathematics B	1-2
Beginning Mathematics C	2-3
Beginning Music 1	1
Beginning Music 2	2
Beginning Science A	K-1
Beginning Science B	1-2
Beginning Science C	2-3
Earth Science	6-7
Foundations of Lang. Skills and Lit. A	3-4
Foundations of Lang. Skills and Lit. B	4-5
Foundations of Lang. Skills and Lit. C	5-6
Foundations of Mathematics A	5-6
Foundations of Mathematics B	4-5
Foundations of Mathematics C	5-6
Foundations of Science A	5-6
Foundations of Science B	4-5
Foundations of Science C	5-6
French Elementary 1	5-6
French Elementary 2	5-6
French Middle School 1	7-8
French Middle School 2	7-8
Fundamental of Geometry and Algebra (math6) Math Lab	6

Fundamentals of Geometry and Algebra	6
German Elementary School 1	5-6
German Elementary School 2	5-6
German Middle School 1	7-8
German Middle School 2	7-8
Grade 1 Language Arts	1
Grade 2 Language Arts (Orange)	2
Grade 3 Language Arts	3
Intermediate American History A	6-7
Intermediate American History B	7-8
Intermediate Art: American A	5-7
Intermediate Art: American B	6-8
Intermediate Art: World A	6-8
Intermediate Art: World B	6-8
Intermediate Lang, Skills and Lit. A	6-7
Intermediate Lang, Skills and Lit. B	7-8
Intermediate Music 1	3+
Intermediate Music 2	4-5
Intermediate Music 3	5-6
Intermediate World History	6-7
Introduction to Music	3+
Kindergarten Language Arts (Blue)	K
LA Blue-Handwriting	K
LA Blue-Language Skills	K
LA Blue-Literature & Composition	K
LA Blue-Phonics	K
LA Green-Phonics Works Adv.& Spelling	1
LA Orange Literature & Composition	2
LA Orange-Handwriting	2
LA Orange-Vocabulary	2

LA Orange-Writing Skills	2
Latin Elementary Year 1	4-6
Life Science	7-8
Literary Analysis and Composition	8+
Mark 12 Stage 1	3-5
Mark 12 Stage 2	3-5
Mark 12 Stage 3	3-5
Math 6	6
Math 7	7
Math 8	8
Math Plus Red NV Math Lab	4
Math Plus Yellow NV Math Lab	5
Math+ Blue	K
Math+ Green	1
Math+ Orange	3
Math+ Purple	4
Math+ Red	2
Math+ Yellow	5
Middle School Career Explorations	6-8
Music Appreciation	8+
Music Concepts A	6-7
Music Concepts B	7- 8
Physical Science	8+
Pre-Algebra NV	6-8
Pre-Algebra NV Math Lab	7
Preparatory Music	K
Social Studies/Beginning History	K
Social Studies/The Story of History A	1
Social Studies/The Story of History B	2
Social Studies/The Story of History C	3

Social Studies/The Story of History D	4
Social Studies/The Story of History E	5
Spanish Elementary 1	5-6
Spanish Elementary 2	5-6
Spanish Middle School 1	7-8
Spanish Middle School 2	7-8
Spotlight On Music, Grade 1	1
Spotlight On Music, Grade 2	2
Spotlight On Music, Grade 3	3
Spotlight On Music, Grade 4	4
Spotlight On Music, Grade 5	5
Spotlight On Music, Grade 6	6
Spotlight On Music, Grade 7	7
Spotlight On Music, Grade 8	8
Spotlight On Music, Grade K	K
Story of Art A	1-2
Story of Art B	2-3
Story of Art C	3-4
Story of Art D	4-5

9-12 Courses	Grade
3D Art 1: Modeling	9-12
Accounting	9-12
Achieving Your Career and College Goals	9-12
Advertising and Sales	9-12
Algebra 1 (Credit Recovery)	9-12
Algebra 1 (Honors)	9-12
Algebra 1 NV	9
Algebra 2 (Credit Recovery)	9-12
Algebra 2 (Honors)	9-12
Algebra 2 NV	11
Algebra I	9-10
Algebra I	9-10
Algebra II	9-11
Algebra II	9-11
Anatomy and Physiology 1	9-12
Anatomy and Physiology 2	9-12
Anthropology	10-12
AP Art History	9-12
AP Biology	9-12
AP Calculus AB	9-12
AP Calculus BC	9-12
AP Chemistry	9-12
AP Computer Science A	9-12
AP English Language and Composition	9-12
AP English Literature and Composition	9-12
AP Environmental Science	9-12
AP Macroeconomics	9-12
AP Physics B	9-12

AP Psychology	9-12
AP Spanish Language	9-12
AP Statistics	9-12
AP U.S. Government and Politics	9-12
AP U.S. History	9-12
AP World History	9-12
Astronomy	9-12
Audio Engineering	11-12
Biology	10
Biology	10
Business and Healthcare Explorations	9-12
C ++ Programming	11-12
Calculus	11-12
Career 101	9-12
Career 201	9-12
Career 301	9-12
Career 401	9-12
Careers in Criminal Justice	9-12
Chemistry	11
Chemistry	11
Chinese 1	9
Chinese 2	9-10
Computer Aided Design	9-12
Computer Literacy I	9-12
Computer Science	9-12
Consumer Math	9-12
Creative Writing	11-12
Digital Arts I	9-12
Digital Arts II	9-12

Digital Photography	9-12
Driver Safety	9-12
Earth Science	9
Earth Science	9
Engineering Design 1/CAD	9-12
English 1	9
English 1	9
English 10	10
English 10 (Credit Recovery)	9-12
English 10 (Honors)	9-12
English 2	10
English 2	10
English 3	11
English 3	11
English 4	12
English 4	12
English 9	9
English 9 (Credit Recovery)	9-12
English 9 (Honors)	9-12
English Foundations I	9-12
English Foundations II	9-12
Environmental Science	9-12
Family and Consumer Science	9-12
Forensic Science	9-12
General Accounting 1	9-12
General Accounting 2	9-12
Geography and World Cultures	10
Geography and World Cultures	10
Geometry	9-12

Geometry (Credit Recovery)	9-12
Geometry (Honors)	9-12
Geometry NV	10
Gothic Literature	9-12
Gothic Literature	9-12
Health Sciences II	9-12
Honors Algebra I	9-12
Honors Algebra II	9-12
Honors Biology	9-12
Honors Chemistry	11
Honors Earth Science	9-12
Honors English 1	9-12
Honors English 2	9-12
Honors English 3	9-12
Honors English 4	9-12
Honors Geometry	9-12
Honors Government	9-12
Honors Physics	9-12
Honors U.S. History	9-12
Honors World History	9-12
Hospitality and Tourism	9-12
Introduction to Agriscience	9-12
Introduction to Entrepreneurship I	10-12
Introduction to Entrepreneurship II	10-12
Introduction to Health Sciences	9-12
Introduction to Marketing 1	9-12
Introduction to Marketing I	9-12
Introduction to Marketing II	10-12
Introduction to Marketing II	10-12

Introduction to Medical Terminology	9-12
IT and Manufacturing Explorations	9-12
Journalism	9-12
Latin 1	9
Latin 2	9-10
Life Science Oceanography	9-12
Life Skills	9-12
Math Foundations I	9-12
Math Foundations II	9-12
Medical Assistant 1	9-12
Medical Assistant 2	9-12
Medical Assistant 3 with Certified Medical Assistant Certification Preparation	9-12
Modern World Studies	10
Music Appreciation	9-12
Nursing Assistant 1	9-12
Nursing Assistant 2	9-12
Nursing Assistant 3 with Certified Nursing Assistant Certification Preparation	9-12
Nutrition and Wellness	9-12
Personal Finance	9-12
Physical Education	9-12
Physical Science	9
Physics	9-12
Practical Math	9-12
Pre-Algebra	9-10
Pre-Algebra	9-10
Pre-Calculus/Trigonometry	9-12
Principles of Public Service: To Serve and Protect	9-12
Probability and Statistics	11-12

Psychology	9-12
Public Speaking	10-12
Reaching Your Academic Potential	9-12
Service Learning	9-12
Skills for Health	9-12
Sociology	11-12
Spanish 1	9
Spanish 2	9-10
Spanish 3	10-11
Sports and Entertainment Marketing	9-12
Study Skills & Learning Strategies	9-12
U.S. and Global Economics	12
U.S. and Global Economics	12
U.S. Government and Politics	11-12
U.S. Government and Politics	11-12
U.S. History	11
U.S. History	11
US Government	9-12
US Government	9-12
Web Design	9-12
Work Study	9-12
World History	9
World History	9-10

Accelerate-Education Approved Course List

Approval Valid Until 7/18/2022

Courses	Grade
Language Arts 1	1
Language Arts 2	2
Language Arts 3	3
Language Arts 4	4
Language Arts 5	5
Language Arts 6	6
Language Arts 7	7
Language Arts 8	8
Latin 1 A&B	9
Latin 2 A&B	10
Law and Ethics	9
Life Management Skills	9
Life Skills	9-12
Life Skills	6-9
Marine Science	9
Math 1	1
Math 2	2

Math 3	3
Math 4	4
Math 5	5
Math 6	6
Math 7	7
Math 8	8
Media Studies	9
Medical Terminology	9-12
Medicine	9
Music Appreciation	9-12
Nutrition	9
Nutrition and Wellness	9-12
Paleontology	9
Personal Finance	9-12
Personal Fitness	9-12
Physical Education	9-12
Physical Science A&B	9-10
Physics	11-12
Pre-Algebra	8-9
Pre-Calculus	11
Psychology A&B	9-12
Reading Skills	7
Relationships	9-12
Renewable Energy	9
Research	9
Retailing	9-12
Running	9-12
Science 1	1
Science 2	2

Science 3	3
Science 4	4
Science 5	5
Science 6	6
Science 7	7
Science 8	8
Science K	K
Seven Habits	9-12
Social Studies 1	1
Social Studies 2	2
Social Studies 3	3
Social Studies 4	4
Social Studies 5	5
Social Studies 6	6
Social Studies 7	7
Social Studies 8	8
Sociology A&B	9-12
Space Exploration	9
Spanish 1 A&B	9
Spanish 2 A&B	10
Spanish 3 A&B	11
Speech	10
Strength Training	9-12
Study Skills and Strategies	9
Theater Studies	9
Trigonometry	11
Walking Fitness	9-12
Web Design	9-12
Work Environment	9-12
World Geography & Cultures A&B	9

World History A&B	9-10
World Religions	9

Section 2. Describe the process that will be used to enroll students in the distance education program.

The process for enrolling the students in the program (whether the students are taking courses for acceleration, credit recovery or because the desired course is not offered at their school site) is as follows:

1. Students in need of an acceleration course, a credit recovery course or a course not available at their home school will be advised of the availability of the course through the distance education program at the school.
2. Students will be directed to the counselor who will evaluate the student's academic record and make course recommendations to student and parents and will verify that the course is appropriate before proceeding.
3. No home-schooled students will be accepted into the program.
4. Enter into a written agreement with the pupil and the pupil's parent or legal guardian outlining the objectives of the course, the timeline for completion of the course and the method by which the progress of the pupil will be assessed.
5. The consent form needs to be signed and received at the home school. The student will create an account in the Student Information System and request the desired course.
6. The school counselor will review the student's academic information, verify that the student selected the appropriate course and then electronically approve (confirm) the student for enrollment.
7. The distance education program staff will then enroll the student in the virtual course.
8. Upon enrollment, the student will be directed to the Student Orientation course if it is the first time the student takes a virtual course with the program. The Orientation is available to all students upon logging into the software program.
9. Upon completion of the course, the school will generate a transcript reflecting the student name, course taken and final grade.
10. The distance education course grade will be entered for each student on Infinite Campus and the school registrar will designate the courses as a distance education course on the transcript by adding a unique code (the course may be DE or 01 at the end of the course code or name).

For students who are regularly enrolled in the school district or charter school, describe the process the school district or charter school will follow regarding the selection and enrollment of students in the program of distance education.

Students will be selected based on their academic needs. Students in need of a credit recovery course, acceleration courses or a course not regularly offered at the school will be able to take the course through the distance learning program on a part time basis. The students will remain full-time students at their home school.

If the distance education program will allow the enrollment of students, full or part-time, from other school districts or charter schools within Nevada, describe the process to be followed regarding how the required written permission and agreement from the other school district or charter school will be obtained for each student. In addition, please describe the contents of the agreement including any reimbursement made between school districts or charter schools.

According to NRS 388.850, a pupil enrolled in charter school: permission of charter school not required for part-time enrollment; written agreement between charter school and provider of distance education program required when pupil is enrolled in program part-time; A pupil who is enrolled in a charter school may enroll part-time in a program of distance education that is provided by a school district or another charter school and is not required to obtain the approval of the governing body of the charter school in which the pupil is enrolled.

Section 3: Provide an explanation of how the school district or charter school will document each pupil’s attendance and participation in courses offered through the distance education program.

In accordance with (NAC 387.193, NRS 388.866): The board of trustees of a school district or the governing body of a charter school that provides a program of distance education shall ensure that for each course offered through the program, a teacher meets or otherwise communicates with the pupil at least once each week during the course to discuss the pupil’s progress.

Students enrolled in distance learning courses are required to interact with their teacher one time per week. All weekly communications between teachers and students are logged into the student information system (Bocavox/MAESTRO) and stored for seven years. The data will be available 24 hours a day and 365 per year. The attendance reports reflect real-time data and are generated by designated school staff every Monday, or more frequently, to comply with the weekly communication requirement for attendance. Since students will be taking distance education courses on a part time basis, they will be regularly attending a brick and mortar school, so attendance will also be taken in each students’ homeroom class. Student attendance and participation in courses is also tracked in the learning management system (Agilix/ Buzz) each time a student logs into their course. Time is tracked by minutes and seconds. (See image below for sample.)

	Start Time	Duration
Wednesday, July 22, 2015		
2.04 Writing Assignment: Prove It Contemplation and Argumentation	11:57 AM	0:04
Tuesday, July 21, 2015		
2.04 Writing Assignment: Prove It Contemplation and Argumentation	12:40 PM	0:03
2.04 Logical Fallacies Mini Quiz Contemplation and Argumentation	12:30 PM	9:09
2.04 Writing Assignment: Prove It Contemplation and Argumentation	12:20 PM	0:03
2.04 Writing Assignment: Prove It Contemplation and Argumentation	12:27 PM	0:04
2.04 Writing Assignment: Prove It Contemplation and Argumentation	12:27 PM	0:04
5.00 The Universal Flow of Ideas The Universal Flow of Ideas	12:26 PM	0:12
Sunday, July 19, 2015		
5.00 The Universal Flow of Ideas The Universal Flow of Ideas	12:18 PM	0:08
3.04 Writing Assignment: Short and Sweet: Sex, Identity, Unity	12:18 PM	0:08
2.00 Contemplation and Argumentation Contemplation and Argumentation	12:18 PM	0:18
Friday, July 17, 2015		
1.04 The Crucible Act 3 Mini Quiz In the Beginning	10:42 AM	3:34
1.02 Literary Timeline Mini Quiz In the Beginning	10:35 AM	4:01
1.02 Discussion: Making History with Music In the Beginning	10:30 AM	13:37
2.02 Writing Assignment: Stake Your Claim Contemplation and Argumentation	9:10 AM	2:15
2.04 Law and Disorder Contemplation and Argumentation	9:10 AM	0:09
2.04 Law and Disorder Contemplation and Argumentation	6:50 AM	0:04
2.04 Law and Disorder Contemplation and Argumentation	5:25 AM	30:01
2.02 The Best Defense Contemplation and Argumentation	5:10 AM	15:00
2.02 The Best Defense Contemplation and Argumentation	4:21 AM	30:08
2.02 Writing Assignment: Stake Your Claim Contemplation and Argumentation	4:21 AM	0:33
2.02 Writing Assignment: Stake Your Claim Contemplation and Argumentation	4:03 AM	5:07
2.02 Writing Assignment: Stake Your Claim Contemplation and Argumentation	4:03 AM	0:11
Thursday, July 16, 2015		
2.03 That's Illogical Quiz Contemplation and Argumentation	8:27 AM	38:50
2.02 Writing Assignment: Stake Your Claim Contemplation and Argumentation	8:47 AM	0:22
2.02 Writing Assignment: Stake Your Claim Contemplation and Argumentation	8:43 AM	5:47
2.02 Argumentation and Evidence Mini Quiz Contemplation and Argumentation	8:38 AM	4:17
1.05 In the Beginning Unit Exam In the Beginning	6:18 AM	25:42
2.01 Romanticism and Transcendentalism Mini Quiz Contemplation and Argumentation	5:55 AM	7:50
2.03 That's Illogical Contemplation and Argumentation	5:53 AM	0:21

The details of each communication can be viewed by clicking on the subject on the communication. Below is an export of the communication log.

Teachers Communication

Issued: 01/09/2018

Goble, Florangel				
Phone: 71				
ByUserFullName	Date	Type Name	To	Subject
Goble, Florangel	11/29/2017	Phone		Progress Call/Check-in
Goble, Florangel	11/29/2017	Phone		progress Call/Check-in
Goble, Florangel	11/29/2017	Phone		progress Call/Check-in
Goble, Florangel	11/28/2017	Phone		Progress Call/Check-in
Goble, Florangel	11/14/2017	Phone		Progress Call/Check-in
Goble, Florangel	11/29/2017	Phone		Progress Call/Check-in
Goble, Florangel	11/29/2017	Phone		Progress Call/Check-in
Goble, Florangel	11/29/2017	Phone		Progress Call/Check-in
Goble, Florangel	11/18/2017	Phone		Progress Call/Check-in
Goble, Florangel	11/28/2017	Phone		Progress Call - checking in
Goble, Florangel	11/29/2017	Phone		Progress Call - checking in
Goble, Florangel	11/13/2017	Phone		Progress Call - checking in
Goble, Florangel	11/14/2017	Phone		Progress Call - checking in
Goble, Florangel	11/16/2017	Phone		Progress Call - checking in
Goble, Florangel	11/28/2017	Phone		Progress Call
Goble, Florangel	11/28/2017	Phone		Progress Call
Goble, Florangel	11/15/2017	Phone		Welcome call!
Goble, Florangel	11/14/2017	Phone		Progress Call
Goble, Florangel	11/28/2017	Phone		Progress Call to Parent
Goble, Florangel	11/01/2017	Phone		Progress Call

Both the attendance log and the communication log are available 24 hours per day and 365 days per year. (for all students) along with progress reports, which include updated academic information on student progress. Reports can be accessed at any time by fully trained designated school personnel. The attendance record for the distance learning course is in addition to the record of attendance maintained by the school in which the student attends classes full time (in instances where the student is enrolled in the distance learning program on a part-time basis).

Provide a brief description of the process the school district or charter school will follow to ensure an accurate accounting of the student’s attendance and participation in the distance education program. Please note that regulations require that the teacher assigned to each course must meet or otherwise communicate with each student at least once each week for the pupil to be considered enrolled in the program of distance education. The student shall be considered in full attendance for each week the teacher meets or communicates with the student. The attendance of the student must be recorded weekly as part of the master register of enrollment and attendance.

The teacher and the student will have a two-way conversation one time per week. All correspondence will be logged into the student information system, in order to track the required interaction. In addition to the documenting of weekly two-way interactions between teachers and students, staff can generate a time logging report in order to ensure that the students are logging into their virtual courses and submitting coursework in accordance to deadlines in the course pacing guide. The attendance record will be printed out on a monthly basis and will be signed by the teacher of record. Screen captures of communication log, communication log details accessed by clicking on the subject field and time logging report are reflected below.

Teacher Communication Log

Teachers Communication

Issued: 01/09/2018

Goble, Florangel				
Phone: 71				
ByUserFullName	Date	Type Name	To	Subject
Goble, Florangel	11/29/2017	Phone		Progress Call/Check-in
Goble, Florangel	11/29/2017	Phone		progress Call/Check-in
Goble, Florangel	11/29/2017	Phone		progress Call/Check-in
Goble, Florangel	11/28/2017	Phone		Progress Call/Check-in
Goble, Florangel	11/14/2017	Phone		Progress Call/Check-in
Goble, Florangel	11/29/2017	Phone		Progress Call/Check-in
Goble, Florangel	11/29/2017	Phone		Progress Call/Check-in
Goble, Florangel	11/29/2017	Phone		Progress Call/Check-in
Goble, Florangel	11/18/2017	Phone		Progress Call/Check-in

Teacher Communication Log – Subject of Conversation Details (via phone and web chat)

Weekly Two Way Conversation via phone ✕

Weekly Two Way Conversation via phone 1/25/2018 1:19 PM

From: Arauz, Jessica

To: [];

CC:

Pre-Algebra – Assisted student in the process of solving linear functions.

Weekly Two Way Conversation via web chat ✕

Weekly Two Way Conversation via web chat 1/25/2018 1:03 PM

From: Arauz, Jessica

To: [];

CC:

Language Arts – Student needed assistance with writing introductory paragraph and conclusion on narrative essay.

Time Logging Screen Capture

Start Time	Duration
Wednesday, July 22, 2015	
2.04 Writing Assignment: Prove It	Contemplation and Argumentation
11:57 AM	0:04
Tuesday, July 21, 2015	
2.04 Writing Assignment: Prove It	Contemplation and Argumentation
12:40 PM	0:03
2.04 Logical Fallacies Mini Quiz	Contemplation and Argumentation
12:30 PM	0:09
2.04 Writing Assignment: Prove It	Contemplation and Argumentation
12:30 PM	0:03
2.04 Writing Assignment: Prove It	Contemplation and Argumentation
12:27 PM	0:04
2.04 Writing Assignment: Prove It	Contemplation and Argumentation
12:27 PM	0:04
5.00 The Universal Flow of Ideas	The Universal Flow of Ideas
12:26 PM	0:12
Sunday, July 19, 2015	
5.00 The Universal Flow of Ideas	The Universal Flow of Ideas
12:18 PM	0:08
2.04 Writing Assignment: Short and Sweet	Story, Identity, Unity
12:18 PM	0:08
2.00 Contemplation and Argumentation	Contemplation and Argumentation
12:18 PM	0:18
Friday, July 17, 2015	
1.04 The Crucible Act 3 Mini Quiz	In the Beginning
10:42 AM	3:24
1.02 Literary Timeline Mini Quiz	In the Beginning
10:35 AM	4:01
1.02 Discussion: Making History with Music	In the Beginning
10:33 AM	1:37
2.02 Writing Assignment: Stake Your Claim	Contemplation and Argumentation
9:10 AM	2:15
2.04 Law and Disorder	Contemplation and Argumentation
9:10 AM	0:09
2.04 Law and Disorder	Contemplation and Argumentation
6:50 AM	0:04
2.04 Law and Disorder	Contemplation and Argumentation
5:25 AM	30:01
2.02 The Best Defense	Contemplation and Argumentation
5:10 AM	15:00
2.02 The Best Defense	Contemplation and Argumentation
4:21 AM	30:08
2.02 Writing Assignment: Stake Your Claim	Contemplation and Argumentation
4:21 AM	0:33
2.02 Writing Assignment: Stake Your Claim	Contemplation and Argumentation
4:03 AM	5:07
2.02 Writing Assignment: Stake Your Claim	Contemplation and Argumentation
4:03 AM	0:11
Thursday, July 16, 2015	
2.03 That's Illogical Quiz	Contemplation and Argumentation
9:27 AM	38:50
2.02 Writing Assignment: Stake Your Claim	Contemplation and Argumentation
8:47 AM	0:22
2.02 Writing Assignment: Stake Your Claim	Contemplation and Argumentation
8:43 AM	5:47
2.02 Argumentation and Evidence Mini Quiz	Contemplation and Argumentation
8:38 AM	4:17
1.05 In the Beginning Unit Exam	In the Beginning
6:18 AM	25:42
2.01 Romanticism and Transcendentalism Mini Quiz	Contemplation and Argumentation
5:55 AM	7:50
2.03 That's Illogical	Contemplation and Argumentation
5:53 AM	0:21

Both the attendance log and the communication log are available 24 hours per day and 365 days per year.

For each student who is enrolled full time in a program of distance education, the school district that provides the program must designate one public school within that school district to which the student will be affiliated. The student must be reported weekly as enrolled and in attendance in the school designated by the school district.

The proposed program will be a part time program. Therefore, the student will be affiliated to the school they attend on a full-time basis.

For each student who is enrolled part time in a program of distance education for which an agreement has been constructed between school districts or charter schools, the student must be reported weekly as enrolled and in attendance in the class. The record of part time attendance must be maintained separately from the record of attendance maintained by the school in which the pupil attends classes full time.

As previously stated, the proposed program will be a part-time distance education program. Attendance at the full-time school is recorded on the SIS (Infinite Campus). The reporting of attendance for the part time school will be done separately. (NRS 388.862)

For each student who is enrolled in a program of distance education for which a plan of study has been constructed between the student and the school district or charter school, the student must be reported weekly as enrolled and in attendance in the class. (NAC 387.193)

Section 4. Describe how the district or charter school will assess student mastery of course content.

The Virtual program uses varied formative assessments to provide to teachers and students, modify curriculum and monitor student progress. Assessments are varied and valid. They can be in the form of self-checks, practice lessons, auto-graded (including multiple choice and short answer), writing assignments (from the paragraph to creative writing to the research paper), peer

review, project or problem based, oral assessments with the instructor, and synchronous and asynchronous collaboration amongst students. Sixty percent (60%) of program assessments reach higher level blooms questioning. These include, but are not limited to, the following:

Affiliation and Collaboration: Courses are designed to engage students with one another, with their instructors, with their families and with their community. These assessments may be completed in a variety of ways including the use of a discussion area, over the phone, or in live web conferencing sessions. The following are standard in the courses:

- One graded collaboration assessment per segment/ semester
- Discussion Based Assessments with the instructor (oral assessments) that fall roughly every four weeks
- One student-to-student, student-to-parent, or student-to-community activity per segment/ semester
- One non-computer related activity per segment/ semester - These are designed to get students away from their computers, and engaged in their learning in a different fashion. They address real world learning and provide students opportunities for success within their individual strengths.

Discussion Based Assessments: All courses include an oral assessment with the instructor, which fall about every four weeks. We include these for two main reasons: (1) as a measure of academic integrity; and (2) they provide yet another opportunity for teachers to speak verbally with students to ascertain understanding of the content as well as build rapport. Oral assessments are particularly valuable for students whose strengths lie in verbal, rather than written, communication.

Test Banks: Auto-graded assessments pull questions from test banks so that no two students receive identical questions on assessments. This is yet another academic integrity measure that has been proven successful. This feature also allows teachers to give students additional chances on assessments without worrying students will get exactly the same test.

Rubrics: Rubrics are provided for both teachers and students in the course – it is important that students know exactly what is expected of them.

The Learning Management System (LMS) collects student data and sends it to the SIS in protocol that is updated daily. The two systems work together to track the progress and pace of each student. If a student is falling behind, the system will trigger auto-generated alerts to the teacher. Thus, teachers have the performance data needed to know when appropriate interventions and assistance are necessary. Administrators also receive auto-generated summary reports and parents may access daily progress reports.

Pre/post module tests, quizzes, essays, and diagnostic and discussion-based assessments are used to gauge understanding. Diagnostic assessments in mathematics and reading provide baseline data and feedback for students of particular skills and/or level. Additional assessments are also used as screening and progress tools to differentiate instruction. Real-time reports are provided

on all assessments to help teachers modify pacing and delivery of instruction and interventions to ensure student mastery.

In addition, teachers will contact students one time per week as mandated by NDE program requirements to support students, gauge academic progress and ensure successful course completion.

Required course assessments will be set to provide a specific testing window as well as an allotted amount of time within which the students can take the assessments. In addition, in order to ensure academic integrity, the students are to submit all short, long responses and essays through PlagScan (plagiarism scan software).

Students will be required to schedule a date and time to take the final assessment in each course at their corresponding brick and mortar school (home school). The students will bring their own device and take the test in a space designated for proctored final exams. Students will be allowed, paper, pen/pencil and calculator if required. The proctor will ensure that the only browser open is the one accessing the final exam.

Students will take any required course and State assessments at their home school site. Proctor qualifications will be as set forth by the Nevada Department of Education.

Section 5: Describe how the school district or charter school will monitor the progress of students enrolled in the program.

The description must include how the school district or charter school will document the completion of the distance education courses by individual students, how the records will be stored and maintained as well as how the school district or charter school will issue individual grades to students who complete distance education courses.

In all courses, the student's final grade will be determined as follows: 25% value for each of four nine-week grading periods. A teacher may administer an assessment at the end of each nine-week grading period. In order to pass an annual course in grades 6-12, a student must earn a minimum of 10 grade points, of which a minimum of five must be earned in the second semester. Teacher override (either up or down) can be used. In addition, all students must pass the final exam in their course with at least a 70%. For senior high school students, the forgiveness policy for required courses is limited to replacing a grade of D or F with a grade of C or higher earned subsequently in the same or comparable course. The forgiveness policy for elective courses is limited to replacing a grade of D or F, with a grade of C or higher earned subsequently in another course. In either situation, when a student attempts forgiveness for a grade, only the new grade will be used to compute the student's GPA. Any course not replaced according to this policy will be included in the calculation of the cumulative grade point average required for graduation. The only exception to the forgiveness policy stated above applies to middle school students who take any high school course. In this case, forgiveness can be applied to courses with a final grade of C, D, or F. In both authorized semester courses and authorized annual courses, the criteria for grading certain students with disabilities may be modified by the Individual Educational Plan (IEP) team. (NAC 387.193)

The following are the academic grades used:

Grade	Numerical Value (%)	Verbal Interpretation	Grade Point Value
A	90 - 100	Outstanding progress	4
B	80 - 89	Good progress	3
C	70 - 79	Average progress	2
D	60 -69	Lowest acceptable progress	1
F	0 - 59	Failure	0
I	0	Incomplete	0

Once the student is 100% complete with the digital course and has a passing grade, the distance learning program registrar will issue a transcript to the student's home school indicating the course and final grade. In addition, the designee at the student's school will be able to generate transcripts by logging into the SIS once the grade in the course is finalized. All student records in the LMS and SIS are stored in secure servers for a period of seven years. School staff will enter the student grade into the student information system, keep an electronic copy of the transcript and/or print the transcript with the final grade and place it in the student's school folder. The distance education course grade will be entered for each student on Infinite Campus.

Provide a description of the process to be followed by the school district or charter school regarding the monitoring of progress being made by students enrolled in distance education courses.

Please include any criteria that will be used to trigger the identification of pupils who are having difficulty with course assignments or are otherwise having difficulty in being successful in the course. In addition, describe the technical assistance/support that will be provided to students who are not making adequate progress in their distance education courses. Special Notes

Progress monitoring tools -- the virtual environment allows students to track their own daily progress with real-time scoring reports that can be depicted in a variety of ways, including graphs and charts. Using the data-collection capabilities of the program, along with baseline data, teachers can receive reports and identify students not meeting expected levels of achievement to provide appropriate interventions: ongoing assessments to inform pacing and differentiate instruction, remediation through supplementary technology, increasing teacher/student/parent communication, ongoing progress monitoring and academic counseling. After each assessment (either weekly, monthly, interim or quarterly) the system generates a report. Teacher can then disaggregate test data and identify benchmarks with unsatisfactory and satisfactory performance. Teachers will identify students' performance

within those categories and address the different needs through remediation and enrichment activities. (NAC 387.193)

In addition, reports will be generated weekly in order to identify any students having difficulties with the distance education course. Any students who are not progressing adequately or who fall behind pace will be identified and contacted by the academic coach in order to determine what can be done to assist and if the implementation of an academic improvement plan is needed.

Criteria used to trigger identification of pupils who are having difficulty with course assignments or otherwise having difficulty of being successful in the course is as follows:

- Behind pace Failing
- Not logging into course
- Teacher unable to make contact

Reporting is versatile with teacher and administrator reports available by single or multiple students. An item analysis is available for all work and assessments by student or by class. The program's platform is able to provide performance graphs, enrollment lists and other custom reports as required. Further, administrator reports can provide a diverse array of important data including demographics, teaching and learning effectiveness, ability to roll-up or drill down from a school-wide report to individual students. Administrator reports can track and target groups for learning gains and progress on course recovery. Further, reports can be viewed on-line by students or their parents and automatically sent to their Email to update them of their progress in real time. Each level of user has a secure logon to access available information and data.

Below is a sample report used to monitor students.

Period: 12/01/2017 to 01/11/2018

Organization:						
Artega		MDCPS ID:				
Section	Course Code	Teacher	Current Grade	% Complete	Time Logged In(H:m:s)	Last Time logged
AP English Language and Composition - Semester I	1001420F117	Hernandez, Gianni	36.26	89.62%	25:47:3	01/11/2018
AP Human Geography - Semester I - SPC	2103400F117	Chayeb, Belinda	47.90	91.01%	17:31:14	01/11/2018
Art History and Criticism I Honors - Semester I - SPC	0100330F117	Alvarez, Claudia	99.65	80.83%	7:50:43	01/11/2018
Pre-Calculus Honors - Semester I - SPC	1202340F117	Fernandez, Tamara	23.47	95.38%	13:11:23	01/11/2018
Theatre, Cinema and Film Production - Semester I	0400660F117	Escoto, Tetyana	79.33	87.50%	11:37:7	01/11/2018
United States History Honors - Semester I - SPC	2100320F117	Gonzalez, Ismael	81.28	87.35%	11:51:10	01/11/2018
Total time					87:48:40	
Bellver		MDCPS ID:				
Section	Course Code	Teacher	Current Grade	% Complete	Time Logged In(H:m:s)	Last Time logged
English III Honors - Semester I - SPC	1001380F117	Hernandez, Gianni	90.86	78.94%	25:13:12	01/11/2018
French 1 - Semester I - SPC	0701320F117	Quaddani, Nadjat	94.89	91.07%	12:56:4	01/11/2018
Marine Science 1 - Semester I - SPC	2002500F117	Florit-Valenzano, Patricia	82.09	94.51%	17:3:39	01/11/2018
Pre-Calculus Honors - Semester I - SPC	1202340F117	Fernandez, Tamara	95.97	91.53%	5:49:29	01/11/2018
Theatre, Cinema and Film Production - Semester I	0400660F117	Escoto, Tetyana	98.89	85.00%	29:24:51	01/11/2018
United States History Honors - Semester I - SPC	2100320F117	Gonzalez, Ismael	88.79	97.35%	26:36:28	01/11/2018
Total time					117:3:43	
Calle		MDCPS ID:				
Section	Course Code	Teacher	Current Grade	% Complete	Time Logged In(H:m:s)	Last Time logged
Art History and Criticism I Honors - Semester I - SPC	0100330F117	Alvarez, Claudia	10.10	90.83%	0:35:6	01/11/2018
Driver Education/Traffic Safety - SPC	1900300F117	Valenzano, Bruce	87.09	78.12%	0:45:6	01/11/2018
English IV - Semester I - SPC	1001400F117	Hernandez, Gianni	32.47	76.92%	6:14:12	01/11/2018
Introduction to Hospitality and Tourism - Semester I	8850110F117	Escoto, Tetyana	98.63	82.14%	4:33:53	01/11/2018
Psychology 1 - SPC	2107300F117	Chayeb, Belinda	82.71	93.82%	9:7:0	01/11/2018
United States Government - SPC	2106310F117	Gonzalez, Ismael	54.55	93.41%	9:56:52	01/11/2018
Total time					31:12:9	

An academic coach is assigned to each student to track progress in their courses in addition to the virtual instructor. Progress is tracked on a weekly basis. Students who are struggling are assigned to one-on-one tutorial sessions with a tutor that specialized in the subject area. The tutor works closely with the student and teacher and provides feedback on progress during the tutorial sessions.

Struggling Student Reports are generated to ascertain which students may be in critical need of academic intervention. They are color coded and the students reflected in red are contacted first.

Algebra 2 - Semester I - CR: 6 Enrollments									
0-59%		3	50%	60-79%	2	33%	80-100%	1	17%
Student	Grade	Course	Credit	Grade	TeacherName	School	StartDate	EndDate	
	12	Algebra 2 - Semester I - CR - TX	0.5	10.7	Fernandez, Tamara		10.20.2017	02.09.2018	
	11	Algebra 2 - Semester I - CR - R	0.5	32.9	Fernandez, Tamara		09.20.2017	01.24.2018	
	12	Algebra 2 - Semester I - CR - R	0.5	58.8	Fernandez, Tamara		11.01.2017	03.07.2018	
	12	Algebra 2 - Semester I - CR - R	0.5	67.6	Fernandez, Tamara		10.03.2017	02.06.2018	
	11	Algebra 2 - Semester I - CR - R	0.5	73.9	Fernandez, Tamara		10.30.2017	03.05.2018	
	12	Algebra 2 - Semester I - CR - R	0.5	84.5	Fernandez, Tamara		10.30.2017	03.05.2018	

The program staff monitors student attendance, participation, and performance to ensure that students meet compulsory attendance requirements and are making progress toward successful completion of the course or program as specified in the program's attendance policies. Progress reports are generated and sent via email to students and parents by the 15th of every month. If the 15th of the month falls on a weekend, reports will be sent on the previous Friday.

Users can contact support staff by emailing support@aveteaching.com, or they can login to our support portal. A ticket is opened and tracked to ensure resolution. Staff is available 24/7 to provide assistance to users with technical issues. We currently have 2 help desk specialists

available at all times, one manager, and 10 online tutors. Live sessions can be accessed by clicking the links located on our website.

SOMERSET ACADEMY OF LAS VEGAS

Supporting Document

Meeting Date: February 2, 2021 Agenda Item: 7 – Academic Progress Reports, Campus Recognitions and Updates Number of Enclosures: 0
--

SUBJECT: Academic Progress Reports & Campus Recognitions

<input type="checkbox"/> Action
<input type="checkbox"/> Appointments
<input type="checkbox"/> Approval
<input type="checkbox"/> Consent Agenda
<input checked="" type="checkbox"/> Information
<input type="checkbox"/> Public Hearing
<input type="checkbox"/> Regular Adoption

Presenter (s): Somerset Administrators
--

Recommendation:

Proposed wording for motion/action:

Fiscal Impact: N/A

Estimated Length of time for consideration (in minutes): 15-20 Minutes
--

Background: The principals will provide academic progress reports, campus recognitions, and updates on school initiatives.
--

Submitted By: Staff

SOMERSET ACADEMY OF LAS VEGAS

Supporting Document

Meeting Date: February 2, 2021

Agenda Item: 8 – Review and Possible Action to Submit a Waiver Request to SPCSA/Governor to Increase In-Person Capacity

Number of Enclosures: 0

SUBJECT: Waiver Request to Increase In-Person Capacity

- Action
- Appointments
- Approval
- Consent Agenda
- Information
- Public Hearing
- Regular Adoption

Presenter (s): Gary McClain/Ryan Reeves

Recommendation:

Proposed wording for motion/action:

Move to submit a waiver request to SPSCA/Governor to increase in-person capacity.

Fiscal Impact: N/A

Estimated Length of time for consideration (in minutes): 7-10 Minutes

Background: Somerset Academy is seeking waivers from the SPCSA to increase to the 50% Governor mandate. The Board will discuss the options of seeking a waiver of the Governor's mandate.

Submitted By: Staff

SOMERSET ACADEMY OF LAS VEGAS

Supporting Document

Meeting Date: February 2, 2021
Agenda Item: 9 – Review and Approval of Somerset Academy Academic Calendar for the 2021/2022 School Year
Number of Enclosures: 1

SUBJECT: 2021/2022 School Year Calendar

Action
 Appointments
 Approval
 Consent Agenda
 Information
 Public Hearing
 Regular Adoption

Presenter (s): Somerset Administrators

Recommendation:

Proposed wording for motion/action:

Move to approve the 2021/2022 school year calendar, as presented.

Fiscal Impact: N/A

Estimated Length of time for consideration (in minutes): 5-7 Minutes

Background: Each year the State requires that an academic calendar be submitted with the Board's approval. The calendar was developed by the Principal Cohot with a focus on aligning data days to relate to their testing windows. The first day of school would be August 11th. And the last day would be May 25th.

Submitted By: Staff

Somerset Academy of Las Vegas

2021-2022 OFFICIAL SCHOOL CALENDAR

Teachers' Work Year - 1st Semester: August 2, 2021 - December 17, 2021; 2nd Semester: January 3, 2021 - May 20, 2022

Students' Work Year - 1st Semester: August 9, 2021 - December 17, 2021; 2nd Semester: January 4, 2022 - May 20, 2022

Week	Days	Days	Days	Su	M	T	W	Th	F	Sa	
	0	0	0	19	20	21	22	23	24	25	1st SEMESTER - 87 Student Days (Ends Dec. 17)
	0	0	3	25	26	27	28	29	30	31	July 28-30: New Teacher Work Days
	0	5	8	1	2	3	4	5	6	7	August 2 - August 10: Teacher Work Days (no students)
1	3	10	13	8	9	10	11	12	13	14	August 11: Students' First Day to attend
2	8	15	18	15	16	17	18	19	20	21	
3	13	20	23	22	23	24	25	26	27	28	
4	18	25	28	29	30	31	1	2	3	4	September 3: PD Day (no students)
5	22	29	32	5	6	7	8	9	10	11	September 6: Labor Day
6	27	34	37	12	13	14	15	16	17	18	
7	32	39	42	19	20	21	22	23	24	25	September 22: Data Day (half day for students)
8	37	44	47	26	27	28	29	30	1	2	
9	42	49	52	3	4	5	6	7	8	9	October 8: First Quarter Ends (42 Days)
10	47	54	57	10	11	12	13	14	15	16	October 15: PTC (no students)
11	52	59	62	17	18	19	20	21	22	23	
12	56	63	66	24	25	26	27	28	29	30	October 29: Nevada Day (observed)
13	61	68	71	31	1	2	3	4	5	6	
14	64	71	74	7	8	9	10	11	12	13	November 11: Veterans Day
15	69	76	79	14	15	16	17	18	19	20	November 12: No School for Students or Staff
				21	22	23	24	25	26	27	November 22-26: Fall Break
16	74	81	84	28	29	30	1	2	3	4	
17	79	86	89	5	6	7	8	9	10	11	December 17: Second Quarter Ends (42 Days)
18	84	91	94	12	13	14	15	16	17	18	December 20-January 2: Winter Break
				19	20	21	22	23	24	25	December 25: Christmas
				26	27	28	29	30	31	1	January 1: New Year's Day
19	89	96	99	2	3	4	5	6	7	8	2nd SEMESTER - 84 Student Days (Ends May 20)
20	94	101	104	9	10	11	12	13	14	15	January 14: PD Day (no students)
21	98	105	108	16	17	18	19	20	21	22	January 17: Dr. Martin Luther King Jr. Day
22	103	110	113	23	24	25	26	27	28	29	
23	108	115	118	30	31	1	2	3	4	5	
24	113	120	123	6	7	8	9	10	11	12	February 9: Data Day (half day for students)
25	118	125	128	13	14	15	16	17	18	19	
26	122	129	132	20	21	22	23	24	25	26	February 21: Presidents' Day
27	127	134	137	27	28	1	2	3	4	5	
28	132	139	142	6	7	8	9	10	11	12	March 11: Third Quarter Ends (48 Days)
29	137	144	147	13	14	15	16	17	18	19	
30	142	149	152	20	21	22	23	24	25	26	March 23: Data Day (half day for students)
31	147	154	157	27	28	29	30	31	1	2	
32	152	159	162	3	4	5	6	7	8	9	
				10	11	12	13	14	15	16	April 11-April 15: Spring Break
33	157	164	167	17	18	19	20	21	22	23	April 17: Easter
34	162	169	172	24	25	26	27	28	29	30	April 25: PD Day (no students)
35	167	174	177	1	2	3	4	5	6	7	
36	172	179	182	8	9	10	11	12	13	14	
37	177	184	187	15	16	17	18	19	20	21	May 25: Last Day for Students
38	180	1	1	22	23	24	25	26	27	28	
38	180	185	188	29	30	31	1	2	3	4	May 26 and 27 make up days if needed May 30: Memorial Day

SOMERSET ACADEMY OF LAS VEGAS

Supporting Document

Meeting Date: February 2, 2021 Agenda Item: 10 – Approval of the Restorative Justice Policy Number of Enclosures: 1

SUBJECT: Restorative Justice Policy
--

<input checked="" type="checkbox"/> Action <input type="checkbox"/> Appointments <input type="checkbox"/> Approval <input type="checkbox"/> Consent Agenda <input type="checkbox"/> Information <input type="checkbox"/> Public Hearing <input type="checkbox"/> Regular Adoption

Presenter (s): Somerset Administrators
--

Recommendation:

Proposed wording for motion/action:

Move to approve the Restorative Justice Policy, as presented.
--

Fiscal Impact: N/A

Estimated Length of time for consideration (in minutes): 7-10 Minutes

Background: This policy was developed by a committee of team members and included Michael Muehle from Academica. The policy was reviewed by the Somerset principals and includes their changes and/or corrections.
--

Submitted By: Staff

Somerset Academy

Restorative Practice Plan

2020-2021

At Somerset Academy we believe in providing educational & leadership opportunities for personal growth for all students in a safe and accepting environment. To do this, we utilize The Leader in Me components and a restorative practice approach. The Leader in Me and consistent implementation of restorative practices, will enhance our school-wide behavior program, providing an alternative to exclusionary disciplinary practices in certain incidences. Through studying the 7 habits, students will learn important qualities such as responsibility, vision, integrity, teamwork and collaboration.

The goal of Somerset’s Leadership Program is to create a culture of empowerment based on the idea that every person is a leader. The process teaches students the skills needed for academic success such as critical thinking, goal setting, listening and speaking, self-directed learning, presentation-making and the ability to work in groups in any setting.

We follow Stephen Covey’s Habits of Effective Leadership.

<p>The Habits</p> <p>Be proactive.</p> <p>Begin with the end in mind.</p> <p>Put first things first.</p> <p>Think Win-Win</p> <p>Seek first to understand and then to be understood.</p> <p>Synergize.</p> <p>Sharpen the Saw.</p>	<p>We LIVE by striving to be the best we can be</p> <p>We LEARN by working hard and always doing our best</p> <p>We LOVE by caring for others</p> <p>We LEAVE A LEGACY by sharing our school with others and trying to make a difference in the world.</p> <p>-Stephen R. Covey</p>
---	---

Defining & Communicating Expectations

Drop-Off	Hallways	Lunch	Recess
<ul style="list-style-type: none"> Put first things first and arrive on time 	<ul style="list-style-type: none"> Be Proactive by: Having a quiet voice Walking in a single file line Facing forward Keep hands/feet to self Respect the space of others and the school 	<ul style="list-style-type: none"> Hands on only your food Indoor voices (Level 2) Raise hand to leave seat Clean up your table area Throw all garbage away in trash can Walk at all times 	<ul style="list-style-type: none"> Line up promptly Include others Share equipment Hands & feet to self Appropriate Language Help put equipment away after recess Think Win - Win
Dismissal	Bathrooms	Working in Groups	Computers
<ul style="list-style-type: none"> Pack all items quickly Be watching for your car Listen for class to be dismissed or your name to be called Begin with the end in mind 	<ul style="list-style-type: none"> Go in timely manner Flush Wash & Dry No loitering/lingering in restrooms Be proactive 	<ul style="list-style-type: none"> Do your share of work Seek first to understand and then to be understood Resolve conflicts effectively Synergize Sharpen the Saw 	<ul style="list-style-type: none"> Never share your passwords Respect all technology Use media literacy skills in online decision-making Treat all members of the online community as if you were standing next to them in person.

Positive Recognition & Reinforcement

- Students will receive positive feedback throughout every day by all staff members in all areas of the school.
- Students will earn rewards based on good character that aligns with our vision and mission. Some examples of good character are;
 - Follows School & Classroom Rules
 - Works Collaboratively in Groups
 - Shows Courtesy & Respect for Others
 - Produces Quality Work
 - Participates & Actively Listens
 - Takes Responsibility for Self

Progressive Restorative Practice Plan

The goal of restorative practice at Somerset Academy is to teach responsibility and develop ownership of one's actions through restorative practices. We value the importance of teaching students to consider others when making decisions and to act in ways that are respectful and considerate of the school environment.

For all offenses, common sense and good judgment will prevail. Somerset Academy students are expected to show respect for themselves and others. Students are expected to behave in ways that are acceptable to classmates and conducive to learning. Misbehavior on the part of students can be generally corrected when parents and teachers work together. Administration will make the final decision on disciplinary actions.

Summary of Progressive Restorative Practice Structure

Students consequences are handled in a restorative, progressive manner. It is not an individual disciplinary event(s) that are consequential; students will be given an opportunity to correct their wrongdoings and to learn from their mistakes through restorative practices (AB 168).

Continued disregard for school rules is a key factor for all disciplinary consequences. Disciplinary action is also commensurate to the severity of the offense.

Levels of Restorative Practice

Level 1

Each teacher will implement a positive behavior management plan or Restorative Plan of Action, in their classroom and will notify students, parents, and administration of their plan. Teachers will first use principles of the 7 Habits, SEL, and restorative practices in assisting students in demonstrating proper behaviors.

- Teachers are expected to manage their classrooms proactive interventions by using effective procedures, love, patience, redirection and consistent classroom management.
- Teachers may use a short time out (break) in a safe place with adult supervision at all times.
- Students who do not respond to initial interventions could be asked to write a self-reflective plan (Stop and Think form).
- Parent will be notified within 24 hours via email or phone by teacher.

Level 2

If Level 1 interventions and restorative practices do not lead to changed student behavior, Level 2 interventions will be enacted by the teacher and administration shall be notified.

- Temporary alternative placement can be used by a teacher who calls on a colleague to supervise a student in another classroom. The classroom teacher will provide school work for students while they are in the alternative placement. Parents will be contacted within 24 hours via email or phone by the teacher.
- The teacher may implement level 2 interventions to include without limitation: school beautification, lunchroom detention, loss of recess, restitution and repair, face-to-face conversation, restorative justice, apology letter or other consequences that can help develop character and growth. Teacher will notify parents within 24 hours.

Level 3

Level 3 interventions require support from Somerset Academy leadership team and follow, where applicable, prior level 1 and 2 interventions and restorative practices which will be documented in Infinite Campus. Teachers may refer a student for repeated minor (Level 1 & 2) violations that occur within a 30-day time period. The administration will contact parents within 24 hours and follow-up with the teacher if a Level 3 intervention is implemented.

- A designated staff member will be assigned to the teacher to come to the classroom to provide behavioral support. The teacher will have the option of having the staff member supervise the class so that the teacher can further dialog with the student about the behavior, or the designated staff member may require a student to leave the class and spend time in the office and receive support consistent with restorative practices. Some restorative practices may include; harm circles, circles of support, re-entry circles and restorative conferences.
- The student support team will create a Restorative Plan of Action that will be implemented with student(s), containing 3 elements: **Restoration, Reintegration and Support/nurturing strategies**. *See attached Restorative Plan of Action example
- A student who continues undesired behavior after level 1 or 2 interventions have been implemented or is continuous in disrupting the learning of self and/or others, or is a safety concern to others will be removed from the classroom (NRS 392.4645).
- If a student is removed from the classroom (i.e. suspension) and the restorative justice plan has failed to provide results that allow for the student to be reintegrated into the classroom setting, the leadership team shall provide an explanation of the reason for the removal of the student and offer the student an opportunity to respond to the explanation. (NRS392.4645)

Level 4

If the student continues to exhibit disruptive, dangerous, defiant or otherwise undesired behavior, parents must come to campus and attend a Required Parent Conference. The RPC may include a member of the leadership team, teacher, parents and the student. A referral to the Student Support Team may be necessary to determine interventions and student action plan. The most severe form of Level 4 consequence is expulsion.

Addendum:

New guidance from the Nevada Department of Education as pertaining to AB 168 changes the level of board involvement for Special Education Students under age 11. The board is the decision-making authority for student suspension and expulsion for Special Education Students after hearing evidence from the Principal and Leadership Team.

DISCIPLINE REFERRALS TO THE OFFICE LEVELS 3 & 4		
BEHAVIOR	LEVEL 3 CONSEQUENCE(S)	LEVEL 4 PROGRESSIVE CONSEQUENCE(S)
Continuously Disrupting Learning Environment	<ul style="list-style-type: none"> • Lunch detention • School beautification • Behavior intervention plan • Required parent conference • Restorative practices • Loss of School Privileges • Suspension 1-3 days 	<ul style="list-style-type: none"> • Required Parent Supervision in classroom • 3-10-day suspension • Possible expulsion hearing with Board • Mental health referral
Destruction of School/Classroom/	<ul style="list-style-type: none"> • Lunch detention • Mandatory Restitution 	<ul style="list-style-type: none"> • Required Parent Supervision in classroom

Personal Property	<ul style="list-style-type: none"> ● School beautification ● Behavior intervention plan ● Required parent conference ● Restorative practices ● Loss of School Privileges ● Suspension 1-3 days 	<ul style="list-style-type: none"> ● 3-10-day suspension ● Possible expulsion hearing with Board ● Mental health referral
Physical Harm to Another Student	<ul style="list-style-type: none"> ● Restorative meeting ● Behavior intervention plan ● Required parent conference ● Loss of school privileges ● Restorative practices ● Suspension ● Lunch bunch 	<ul style="list-style-type: none"> ● Required Parent Supervision in classroom ● Progressive suspension ● Possible expulsion hearing with Board ● Mental health referral
Insubordination/Defiance/Lying/Cheating/Academic Dishonesty	<ul style="list-style-type: none"> ● Lunch detention ● School beautification ● Behavior intervention plan ● Required parent conference ● Loss of school privileges ● Restorative practices ● Suspension 	<ul style="list-style-type: none"> ● Required Parent Supervision in classroom ● Progressive suspension ● Possible expulsion hearing ● Mental health referral
Cell Phones	<ul style="list-style-type: none"> ● Phone confiscated by staff ● Parent phone pick-up required 	<ul style="list-style-type: none"> ● Phone confiscated by staff ● Progressive suspension ● School-based consequence ● Parent phone pick-up and form signing required.
Inappropriate Use of Technology	<ul style="list-style-type: none"> ● Loss of technology privileges ● School-based consequence ● Loss of school privileges 	<ul style="list-style-type: none"> ● Required parent conference ● Loss of technology privileges ● Possible expulsion hearing
Dress Code Violation	<ul style="list-style-type: none"> ● Detention ● Parent brings uniform to school ● School Beautification 	<ul style="list-style-type: none"> ● Required parent conference ● Progressive suspensions
Peer-to-peer Conflict	<ul style="list-style-type: none"> ● Restorative meeting ● Parent conference ● School based consequence ● Loss of school privileges ● Lunch bunch ● Restorative practices 	<ul style="list-style-type: none"> ● Required parent conference ● Parent conference ● Suspension ● Behavior intervention plan ● Loss of school privileges ● Mental health referral
Bullying (see NRS 388.122)	<ul style="list-style-type: none"> ● Investigation, and ● Parent contact, and ● Report to State DOE, and ● School based consequence ● Suspension ● Restorative meeting 	<ul style="list-style-type: none"> ● Investigation, and ● Required parent conference, and ● Report to State DOE, and ● School based consequence ● Progressive suspension ● Restorative meeting ● Possible expulsion hearing ● Mental health referral
Illegal Actions (see glossary)	<ul style="list-style-type: none"> ● Parent conference, and ● Suspension, and ● Contact of law enforcement, and ● Restitution & repair 	<ul style="list-style-type: none"> ● Required parent conference ● Progressive suspension ● Restitution & repair ● Contact of law enforcement ● Possible expulsion hearing with

	• Restorative practices	Board
--	-------------------------	-------

AB 168 & BATTERY OF AN EMPLOYEE or PUPIL

MANDATORY DISCIPLINE IN NRS:

Although the battery of an employee does not require discipline according to NRS, the Somerset Board reserves the right to suspend or expel students who commit battery against school staff or pupils. If a student repeatedly commits battery against a staff member or pupil, the Principal will bring the matter to the Board for a decision as to consequences.

LEVEL OF BOARD INVOLVEMENT:

- Suspension and permanent expulsion require Board review of circumstances and determination that action is in compliance with IDEA.
- *Statute does not provide authority for non- permanent expulsion.*
- Board action required to approve if school requests exception to permanently expel a Special Education student under age 11.

2) Changes to discipline laws for students who receive special education services in accordance with an Individualized Education Program (IEP)

Suspension or Expulsion

- A student with an IEP who is at least 11 years old may be removed from a school, suspended, or expelled only after the district Board of Trustees has reviewed the circumstances and determined that the action is in compliance with the Individuals with Disabilities Education Act (IDEA) (NRS 392.466.10; NRS 392.467.6), except in the case of possession of a firearm or dangerous weapon by a student, which is described below.
- Suspension of a student with an IEP is limited to 1-5 days for each occurrence of misconduct (NRS 392.466.10; NRS 392.467.6).
- As with general education students, a student with an IEP who is younger than 11 years old must not be permanently expelled except under extraordinary circumstances, in which case a school may request an exception to this prohibition from the district Board of Trustees (NRS 392.466.9, NRS 392.467.1).

Prohibited Interventions

The use of aversive interventions, physical and mechanical restraints, and seclusions are strictly prohibited as outlined in NRS388.471 to 388.525.

The disciplinary chart on pages 6-8 shall only be followed in the event:
 1) that a student has not followed their Restorative Justice Plan of Action; 2) if the school has determined that a Restorative Justice Plan of Action is not practicable; or 3) the law allows for an exception to Restorative Justice.

Pursuant to NRS 392.467 a student may be expelled or removed from school without a Restorative Justice Plan of Action if the student has been charged with a crime, regardless of the outcome of the criminal proceedings. Before the expulsion or removal, the school shall give the student notice and conduct an independent investigation.

Minor Classroom Disruption Sample minor infractions often handled within the classroom may include but are not limited to:	Major Classroom Disruption Sample major infractions may include but are not limited to:
Annoying fellow students Being rude Cell phone (Inappropriate use/not following school expectations) Chewing gum Disrespectful behavior Dress code Eating or drinking in class Forgery Horse playing Inappropriate Language Insubordination Making derogatory comments Not following teacher directions Not paying attention Not prepared for class Off task Opt Out of Assessments Out of seat Possession of a nuisance item Public display of affection Refusing to participate in State assessment Running/playing around Talking back Talking loudly Talking out of turn	Alcohol use or possession Arson Assault or battery Computer misconduct Controlled substance Defiance of school personnel Disorderly conduct Electronic threats to others Explosive devices Fighting Forgery Gambling Gang activity Gross Insubordination Harassment Incitement Profanity Public Display of Affection Robbery or extortion Sexual Acts Threats to Somerset personnel or student(s) Theft Tobacco Vandalism/Destruction of property Verbal abuse Weapons

Somerset Academy Progressive Discipline Plan

INFRACTION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE	FOURTH OFFENSE
Alcohol Possession/Use (Involve Police)	RPC/SUS – Student encouraged to enroll in drug program	RPC-T/SUS/Possible EXP		
Arson (Involve Police)	RPC/SUS/Possible EXP			
Assault to Adult	SUS/Possible EXP	SUS/Possible EXP		
Automobile Misuse	RPC	RPC/SUS	RPC/SUS/Revoke Privileges	RPC/SUS/Possible EXP
Battery – Student	RPC/SUS/Possible EXP	RPC/SUS/Possible EXP		

(Involve Police)				
Battery – Employee (Involve Police)	RPC/SUS			
Bullying/Cyber Bullying	Follow SB504 Protocols RPC/Possible SUS/Possible EXP	Follow SB504 Protocols RPC/Possible SUS/Possible EXP	Follow SB504 Protocols RPC/Possible SUS/Possible EXP	Follow SB504 Protocols RPC/Possible SUS/Possible EXP
Campus Disruption	RPC/Possible SUS/Possible EXP/May involve police	RPC/Possible SUS/Possible EXP/May involve police	RPC/Possible SUS/Possible EXP/May involve police	
Classroom Disruption (Minor)	Classroom Progressive Discipline/Parent Contact/RPC	RPC	RPC/SUS	RPC/SUS/Possible EXP
Classroom Disruption (Major)	RPC/SUS/Possible EXP	RPC/1-3 day SUS/Possible EXP	RPC/4-7 day/SUS/Possible EXP	RPC/SUS/Possible EXP
Computer Misconduct	Minor – RPC/Major-RPC/SUS/Possible EXP	RPC/SUS/Possible EXP/Loss of privileges for a period	RPC/SUS/Possible EXP	
Controlled Substance Use or Possession (Involve Police)	RPC/SUS/Possible EXP	SUS/Possible EXP		
Controlled Substance Sale and/or Distribution (Involve Police)	RPC/SUS/Possible EXP			
Controlled Substance Paraphernalia	RPC/1-3 days SUS	RPC/1-10 days SUS/Possible EXP		
Detention No-Show	RPC	RPC/1-10 days SUS/Possible EXP	RPC/1-10 days SUS/Possible EXP	RPC/1-10 days SUS/Possible EXP
Disorderly Conduct student profanity/gestures towards students	Student Conference/Parent Contact – (RPC)	RPC/1-10 days SUS/Possible EXP	RPC/1-10 days SUS/Possible EXP	
Distribution of Porn	RPC/1-10 days SUS/Possible EXP			
Dress Code	Warning/Parent Contact	RPC	RPC/1-3 days SUS	4-6 days SUS
Disregard of School Rules	Parent Contact/RPC/1-3 days SUS/Behavior Contract	RPC/4-10 days SUS/Possible EXP	RPC/7-10 days SUS/Possible EXP	RPC/7-10 days SUS/Possible EXP
Explosive Devices	RPC/SUS/Possible EXP, Confiscate Items/May involve police			
Fighting/Physical Altercation	RPC/1-10 days SUS/Possible EXP	RPC/4-10 days SUS/Possible EXP		
Fighting Initiating Physical Altercation	RPC/3-10 days SUS/Possible EXP	RPC/3-10 days SUS/Possible EXP		
Fighting Verbal Altercation	RPC/1-3 day SUS	RPC/4-7 days SUS	RPC/8-10 days SUS/Possible EXP	
Forgery	RPC/1-3 days SUS/May involve police			
Gambling	RPC/1-3 days SUS/Behavior Contract	RPC/4-7 days SUS	RPC/8-10 days SUS/Possible EXP	
Gang (fighting)	RPC/1-3 Possible SUS/Possible EXP	RPC/4-7 Possible SUS/Possible EXP	RPC/8-10 SUS/Possible EXP	
Gang Activity	RPC/SUS/Possible EXP/May Involve Police	RPC/SUS/Possible EXP/ May Involve Police		
Harassment Verbal and/or Electronic	Parent Contact/RPC/1-3 days SUS/Possible EXP	RPC/4-6 days SUS/Possible EXP	RPC/7-10 days SUS/Possible EXP	RPC/7-10 days SUS/Possible EXP
Immoral conduct	RPC/1-3 days SUS/Possible EXP	RPC/4-6 days SUS/Possible EXP	RPC/8-10 days SUS/Possible EXP	

Incitement	RPC/Possible 1-3 days SUS/Possible EXP/Behavior Contract/May Involve Police	RPC/4-6 days SUS/Possible EXP/May Involve Police	RPC/8-10 days SUS/Possible EXP/May Involve Police	
Insubordination/Gross Insubordination	Student Conference/RPC	RPC	RPC/1-3 days SUS/Possible EXP	RPC/4-6 days SUS/Possible EXP
Leaving Campus/Class without Permission	Conference w/ Student/RPC/Truancy Letter	RPC/1-3 days SUS/Truancy Letter	RPC/4-6 days SUS/Truancy Letter	RPC/7-10 days SUS/Truancy Letter
Nuisance Items (Minor)	Student Conference/Confiscate	RPC/Confiscate Item	RPC/1-3 days SUS/Confiscate Item	RPC/4-5 days SUS/Confiscate Item
Nuisance Items (Major) Portable Comm. Devices	Student Conference/Confiscate Item	RPC/Confiscate until end of sem.	RPC/1-3 days SUS/Confiscate	RPC/4-6 days SUS/Confiscate Item
Possession of Stolen Property (under \$500)	RPC/1-3 days SUS/Possible EXP	RPC/4-10 days SUS/Possible EXP		
Possession of a Weapon (non NRS)	RPC/1-10 days SUS/Possible EXP	SUS/Possible EXP		
Profanity	RPC/1-3 days SUS/Behavior contract	RPC/4-6 days SUS/Possible EXP	RPC/8-10 days SUS/Possible EXP	Possible EXP
Public Display of Affection	Student Conference/RPC	RPC/1-3 days SUS/Possible EXP	4-7 days SUS/Possible EXP	8-10 days SUS/Possible EXP
Refusing to Participate in State Assessment	Student Conference/RPC/Truancy Notification/Loss of Extracurricular Activities	Student Conference/RPC/Truancy Notification/Loss of Extracurricular Activities	Student Conference/RPC/Truancy Notification/Loss of Extracurricular Activities	
Robbers/Extortion/Involve Police	RPC/1-3 days SUS/Possible EXP/Compensation/Behavior Contract	RPC/4-7 days SUS/Possible EXP/Compensation	RPC/8-10 days SUS/Possible EXP/Compensation	
Scholastic Dishonesty	Student Conference/Parent Contact/Re-Do	RPC/1-3 days SUS	RPC/4-6 days SUS	RPC/7-10 days SUS
Sexual Assault	SUS/Possible EXP			
Sexual Conduct	RPC/1-10 days SUS/Possible EXP	RPC/1-10 days SUS/Possible EXP	RPC/1-10 days SUS/Possible EXP	
Spraying Propellants (e.g., tear gas, pepper spray, fire extinguisher)	RPC/Possible 1-3 days SUS/Possible EXP/Behavior Contract	RPC/4-10 days SUS/Possible EXP		
Tardies	Tardy Lock-Out/Parent Sign- In	Tardy Lock-Out/Parent Sign-In	Tardy Lock-Out/Parent Sign-In/RPC	Tardy Lock- Out/Parent Sign- In/RPC/1-3 days SUS
Threats – Student	RPC/1-3 days SUS/Possible EXP	RPC/4-6 days SUS/Possible EXP	RPC/7-10 days SUS/Possible EXP	RPC/7-10 days SUS/EXP
Threats – Employee	RPC/5 days SUS/Possible EXP	RPC/10 days SUS/Possible EXP		
Theft/May Involve Police	RPC/1-3 days SUS/Compensation/Behavior Contract	RPC/4-7 days SUS/Possible EXP/Compensation	RPC/8-10 days SUS/Possible EXP/Compensation	
Tobacco (Possession and/or use)	RPC/1-3 days SUS/Confiscate	RPC/4-6 days SUS/Confiscate	RPC/7-10 days SUS/Confiscate	RPC/7-10 days SUS/Confiscate
Truancy (May Involve Police)	Parent Contact/Truancy Letter/RPC	Parent Contact/Truancy Letter/RPC	Parent Contact/Truancy Letter/RPC	Report of Educational Neglect (DFS)
Vandalism/Destruction or Defacing Property (May Involve Police)	RPC/Possible 1-3 days SUS/Possible EXP/Compensation/Behavior Contract/School Beautification	RPC/4-7 days SUS/Possible EXP	RPC/8-10 days SUS/Possible EXP	
Weapons (NRS)	RPC/SUS/Possible EXP/May			

NRS 388.122 “Bullying” defined

Bullying means written, verbal or electronic expressions or physical acts or gestures, or any combination thereof, that are directed at a person or group of persons, or a single severe and willful act or expression that is directed at a person or group of persons, and:

- (a) Have the effect of:
 - (1) Physically harming a person or damaging the property of a person; or
 - (2) Placing a person in reasonable fear of physical harm to the person or damage to the property of the person;
 - (b) Interfere with the rights of a person by:
 - (1) Creating an intimidating or hostile educational environment for the person; or
 - (2) Substantially interfering with the academic performance of a pupil or the ability of the person to participate in or benefit from services, activities or privileges provided by a school; or
 - (c) Are acts or conduct described in paragraph (a) or (b) and are based upon the:
 - (1) Actual or perceived race, color, national origin, ancestry, religion, gender identity or expression, sexual orientation, physical or mental disability of a person, sex or any other distinguishing characteristic or background of a person; or
 - (2) Association of a person with another person having one or more of those actual or perceived characteristics.
2. The term includes, without limitation:
- (a) Repeated or pervasive taunting, name-calling, belittling, mocking or use of put-downs or demeaning humor regarding the actual or perceived race, color, national origin, ancestry, religion, gender identity or expression, sexual orientation, physical or mental disability of a person, sex or any other distinguishing characteristic or background of a person;
 - (b) Behavior that is intended to harm another person by damaging or manipulating his other relationships with others by conduct that includes, without limitation, spreading false rumors;
 - (c) Repeated or pervasive nonverbal threats or intimidation such as the use of aggressive, menacing or disrespectful gestures;
 - (d) Threats of harm to a person, to his or her possessions or to other persons, whether such threats are transmitted verbally, electronically or in writing;
 - (e) Blackmail, extortion or demands for protection money or involuntary loans or donations;
 - (f) Blocking access to any property or facility of a school;
 - (g) Stalking; and
 - (h) Physically harmful contact with or injury to another person or his or her property.

Our School is committed to a bullying, discrimination and harassment free, working, and learning environment. Bullying, discrimination and harassment adversely affect morale and productivity and interfere with students’ ability to learn. Bullying, discrimination and harassment of any person on the basis of that person’s actual or perceived race, color, national origin, sex (including non-conformity to gender stereotypes), sexual orientation, age, disability, and/or religious preference is prohibited.

Harassing behavior including sexually harassing behavior between members of the same or opposite sex is prohibited. Harassment of individuals who are believed to have a relationship with persons who are protected on the basis of actual or perceived race, color, national origin, sex (including non-conformity to gender stereotypes), sexual orientation, age, disability, and/or religious preference is prohibited. Such behavior is just cause for disciplinary action.

Our School will act promptly on reports, (including informal reports), complaints, and grievances of

bullying, discrimination, harassment/sexual harassment, or retaliation, that come to our attention. Charter School staff who witness behavior that appears to violate this policy will take prompt measures to stop the behavior and, if necessary, separate the persons involved to protect the target of harassment. Staff will also report such apparent violations to School administration.

Our School will prohibit retaliation against any person who has made a report of alleged bullying, discrimination, harassment, or sexual harassment; or against any employee or student who has testified, or assisted, or participated in the investigation of a report. Such retaliation is itself a violation of law and will lead to disciplinary or other appropriate action against the offender.

Our School will provide education about bullying, harassment, sexual harassment, and intimidation to all students in manners appropriate to the students' ages and grade levels. Our School will also provide regular training to staff regarding the prevention of and proper response to harassment, sexual harassment, and intimidation of students. Such staff training shall be regularly scheduled at least every other year in the School in a manner calculated to reach all staff, with periodic updates as needed.

This policy applies to bullying, discrimination, harassment, and sexual harassment by an individual and/or any employee, or student on school property, while on school business, or at any school-sponsored event regardless of location.

Glossary

OFFENSES WARRANTING LAW ENFORCEMENT NOTIFICATION

1. ALCOHOL: The possession of, sales, and furnishing alcoholic beverages.
2. ARSON: The intentional setting of fire.
3. ASSAULT: Physical or verbal threats with the intent and the ability to carry through with same.
4. BATTERY: An unconsented-to touching or application of force to another person.
5. BOMB THREAT/FALSE: Willfully conveying by mail, written notes, telephone, telegraph, radio or any other means of communication, any threat knowing it to be false.
6. BURGLARY: Illegal entry with the intent to commit a crime.
7. DESTRUCTION OF PROPERTY: Willfully and maliciously destroying or injuring real or personal property of another.
8. DISTURBING THE PEACE: Maliciously and willfully disturbing the peace of any person; maliciously and willfully interfering with or disturbing persons in the School.
9. EXPLOSIVE DEVICES: The possession of explosive or incendiary devices.
10. FALSE FIRE ALARMS: False reporting of, or transmission of, signal knowing same to be false.
11. FIREWORKS: The possession of, sales, furnishing, use or discharge of fireworks.
12. INDECENT EXPOSURE: An open indecent or obscene exposure of his person or the person of another.
13. LARCENY: Stealing, taking, carrying away property of another.
14. LIBEL: A malicious defamation expressed to impeach a person's honesty, integrity, virtue or reputation.
15. MARIJUANA: The possession of, sales, or furnishing marijuana.
16. NARCOTICS: The possession of, sales, or furnishing a controlled substance.
17. NARCOTICS PARAPHERNALIA: The possession of, sales, furnishing, or use of.
18. RESISTING OFFICER: Willfully resisting, delaying or obstructing an officer in the performance of duty.
19. ROBBERY: The unlawful taking of personal property from the person of another or in his/her presence, against his/her will, by means of force or violence or fear of injury.

20. **ROUT/RIOT:** Two or more persons meeting to do an unlawful act/two or more persons actually doing an unlawful act with or without a common cause of quarrel.
21. **STOLEN PROPERTY:** Receiving or possessing property of another, knowing or under such circumstances as would cause a reasonable person to know they were so obtained.
22. **TAMPERING WITH MOTOR VEHICLES:** Willfully break, injure, tamper, remove parts, deface a vehicle; without consent of owner, climb into or upon a vehicle with intent to injure; to manipulate any levers while vehicle is at rest or unattended or to set vehicle in motion.
23. **THROWING SUBSTANCE AT VEHICLE:** To throw any stone, rock, missile or any substance at any motorbus, truck or other motor vehicle.
24. **TRESPASS:** To be upon the property of another without permission of the owner and to stay upon same after warning. To be on school property or at a school function while under suspension from school.
25. **WEAPONS:** “Dangerous weapon” includes, without limitation, a blackjack, slingshot, billy, sand- club, sandbag, metal knuckles, dirk or dagger, a nun chuck, switchblade knife or trefoil, as defined in [NRS 202.350](#), a butterfly knife or any other knife described in [NRS 202.350](#), or any other object which is used, or threatened to be used, in such a manner and under such circumstances as to pose a threat of, or cause, bodily injury to a person. “Firearm” includes, without limitation, any pistol, revolver, shotgun, explosive substance or device, and any other item included within the definition of a “firearm” in 18 U.S.C. § 921, as that section existed on July 1, 1995. Brandishing any dangerous weapon or firearm in a rude, angry or threatening manner or to use same in any fight or quarrel. Concealed - it is unlawful for any person to carry any dangerous weapon or firearm. Possession - it is unlawful for any person to possess any dangerous weapon or firearm.
26. **DANGEROUS WEAPON:** (NRS 392.466.11(b)): includes, without limitation, a blackjack, slingshot, billy, sand-club, sandbag, metal knuckles, dirk or dagger, a nunchaku or trefoil, as defined in NRS 202.350, a butterfly knife or any other knife described in NRS 202.350, a switchblade knife as defined in NRS 202.265, or any other object which is used, or threatened to be used, in such a manner and under such circumstances as to pose a threat of, or cause bodily injury to a person.

Violation of other federal or state criminal laws or local ordinances at school, at school- sponsored activities or on school-sponsored transportation is prohibited.

Plan of Action Based on Restorative Justice **PRIOR** to Removal of a Student:

- A school must provide a plan of action based on restorative justice prior to the expulsion of any student (NRS 392, new section).
- A school must provide a plan of action based on restorative justice prior to the removal of a student for (1) committing a battery that results in bodily injury of an employee or (2) sale/distribution of controlled substances (NRS 392.466.1).
- A school must make a reasonable effort to complete a plan of action based on restorative justice prior to the suspension or expulsion of a student deemed a habitual disciplinary problem (NRS 392.466.5).

OFFENSES WARRANTING SUSPENSION

The following non-criminal activities may lead to disciplinary action. Generally, these are acts that disrupt and interfere with the educational process or with the rights of other members of the educational community.

Administration reserves the right to utilize the level of behavior modification or punishment based upon the students' action or behavior with the goal of using the least restrictive method.

POSSIBLE PROGRESSION OF ADMINISTRATIVE RESPONSE TO THE FOLLOWING OFFENSES:

FIRST OFFENSE: IMPLEMENT 1ST-3RD LEVEL CONSEQUENCES

SECOND OFFENSE: IMPLEMENT 1ST-4TH LEVEL CONSEQUENCES / ONE DAY OR LESS OF SCHOOL SUSPENSION

THIRD OFFENSE: IMPLEMENT 1ST-4TH LEVEL CONSEQUENCES/ THREE DAYS OR LESS OUT OF SCHOOL SUSPENSION

FOURTH OFFENSE: IMPLEMENT 1ST-4TH LEVEL CONSEQUENCES / FIVE DAYS OR LESS OUT OF SCHOOL SUSPENSION

FIFTH OFFENSE: HABITUAL DISCIPLINARY PROBLEM / MORE THAN TEN DAYS OUT OF SCHOOL SUSPENSION / EXPULSION HEARING

1. **DISOBEDIENCE, INSOLENT AND INSUBORDINATION:** Students must obey the instructions of school personnel.
2. **DISRUPTIVE CONDUCT:** Conduct that interferes with the educational process. Serious situations may be handled under criminal sanctions.
3. **FIGHTING:** Other than that, which would be considered Battery or Assault.
4. **FORGING OR USING FORGED PASSES, EXCUSES OR OTHER SCHOOL DOCUMENTS.**
5. **HAZING:** Any act that forces another student to undergo a humiliating or abusive ordeal, as in initiations.
6. **INAPPROPRIATE DRESS AND APPEARANCE:** Dress and appearance must not present potential health or safety problems or cause disruptions.
7. **MISCONDUCT ON SCHOOL VEHICLES:** Any action that creates a safety hazard or distracts the attention of the driver.
8. **PLAGIARISM AND CHEATING.**
9. **POSSESSION AND USE OF TOBACCO, CIGARETTES, CHEW, ETC., ON SCHOOL PROPERTY OR AT A SCHOOL-SPONSORED ACTIVITY.**
10. **WIRELESS COMMUNICATION DEVICES:** Wireless communication devices include two-way communication devices, including cellular phones, mobile phones, beepers,

paggers, portable computers, personal organizers, and similar wireless devices. Possessing a wireless communication device is not a violation of the Code of Student Conduct. However, a student should not disrupt the educational process or interfere with the safety-to-life issues of students by using a wireless communication device. The following rules must be followed regarding the possession, use, and display of wireless communication devices.

- a. Students may not possess, display, and use wireless communication devices during the instructional day. *See each campuses policies for their cellphone policies.
 - b. Students shall avoid classroom disruptions, by not displaying, using, or activating wireless communication devices during the instructional day, unless such use is deemed educational and authorized by the teacher. This includes during class, in the library, during lunch breaks, during class changes, and during any other structured activity.
 - c. Students must ensure that devices are turned off during the instructional day.
 - d. Students shall not use wireless communication devices while being transported on a school bus.
 - e. Students must conceal wireless communication devices in a backpack, pocket, purse, or other container during the instructional day.
 - f. The School is not responsible if a student's wireless communication device is lost or stolen.
11. **SEXUAL HARASSMENT:** A student should not be sexually harassed, discriminated against, denied a benefit, or excluded from participation in any charter school educational program or activity as guaranteed by Title IX of the Educational Amendments of 1972. Sexual harassment is defined as the verbal or physical conduct of a sexual nature, imposed on the basis of sex, by an employee or agent of the school or by a student of the school. No student shall be denied or limited to the provision of aid, benefits, services or treatment protected under Title IX.
 12. **SPREADING FALSE OR UNSUBSTANTIATED INFORMATION IN WRITING OR VERBALLY ABOUT A PERSON AND HARMING HIS/HER REPUTATION.**
 13. **TRAFFIC VIOLATIONS ON SCHOOL GROUNDS.**
 14. **TRUANCY:** Being absent from school without a valid excuse acceptable to the administrator.
 15. **GANG ACTIVITY:** As set forth in the section below:

No student on or about school property or at any school activity:

- g. Shall wear, possess, use, distribute, or sell any clothing, jewelry, emblem, badge, symbol, tattoo, sign, or other things that are indicators of membership in or affiliation with any gang.
- h. Shall commit any act or omission, or use any speech, either verbal or non-verbal (gestures, handshakes, etc.) showing membership in or affiliation with a gang.
- i. Shall place graffiti on or otherwise deface property on school grounds. For purposes of this regulation, the term “graffiti” means any unauthorized inscription, word, figure, or design that is marked, etched, scratched, drawn, painted on or affixed to the public or private property, real or personal, of another that defaces the property; or
- j. Shall use any speech or commit any act or omission in furtherance of the interests of any gangs or gang activity, including, but not limited to:
 - i. Soliciting others for membership in any gangs;
 - ii. Requesting any person to pay protection or otherwise intimidating or threatening any person; or,
 - iii. Committing any other illegal act or other violation of charter school rules, regulations, or policies; or,
 - iv. Inciting other students to act with physical violence upon any other person.

DISCRIMINATION

Discrimination is defined as a failure to treat all persons equally where no reasonable distinction can be found between those favored and those not favored. It is the unfair treatment or denial of normal privileges to persons because of their actual or perceived race, color, national origin, sex (including non-conformity to gender stereotypes), sexual orientation, age, disability, and/or religious preference.

SEXUAL HARASSMENT

Sexual harassment is generally defined as unwelcome sexual advances, requests for favors, and other verbal, nonverbal, or physical conduct of a sexual or gender-directed nature when:

1. Submission is made either explicitly or implicitly a term or condition of a student’s educational progress;
2. Submission to, or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that student’s education; or
3. That conduct or communication has the purpose or effect of substantially or unreasonably interfering with a student’s education or of creating an intimidating, hostile, or offensive educational environment.

An “intimidating, hostile, or offensive educational environment” means an environment in which any unwelcome behavior with sexual connotations makes a student feel uncomfortable, humiliated, or embarrassed, or any aggressive, harassing behavior in the educational setting directed toward an individual based on his/her

sex and interferes with his/her ability to perform in an educational environment.

RETALIATION

Forms of prohibited retaliation include, but are not limited to, adverse educational or employment actions, threats, bribes, unfair treatment or grades, continued harassment, ridicule, pranks, taunting, bullying, malicious spreading of rumors, dissemination of false information, and organized ostracism regarding the student's actual or perceived race, color, national origin, age, sex (including non-conformity to gender stereotypes), sexual orientation, disability, and/or religious preference.

Please use the bullying, discrimination and harassment form attached to anonymously report such instances. Administration will respond in a timely manner to all concerned parties.

SUSPENSIONS

Suspension is the temporary removal of a student from school or from school-sponsored activities. For the purposes of declaring a student a Habitual Disciplinary Problem or for the purpose of escalating to possible expulsion, the suspensions must be no less than three (3) days and require a conference or other communications with the parent/guardian. (NRS.392.4655) Students may be suspended for the following reasons:

1. Violation of any state law or local ordinance in a school building, on school grounds, or at a school-sponsored activity.
2. Violation of rules, policies, and procedures established for charter schools as outlined in this manual.
3. Student actions or inactions at school or a school-sponsored activity that disrupt, interfere with, or pose a threat to the educational program, other students, staff, visitors, or the student personally.

The primary purpose of suspension is to give the student, his/her parent(s) or guardian(s), and the school the time needed to resolve a problem. The duration of suspension is related to a course of action designed to resolve the problem.

TYPES OF SUSPENSION:

1. **Emergency Suspension:** The administrator, or his or her designee, may suspend any student whose conduct is determined to be a clear threat to the physical safety of others or to the property interests of others or is so extremely disruptive as to make the student's temporary removal necessary to preserve the right of other students to pursue an education.
2. **Long-Term Suspension:** A student may be suspended from school or from an interscholastic activity for more than ten (10) days by the School's governing body.
3. **Short-Term Suspension:** A student may be removed from school and/or from interscholastic activities for no more than ten (10) days by the administrator. **In-School Suspension:** A

student may be removed from his/her classes and all school activities for no more than ten (10) days and during the term of suspension the student will remain in a separate supervised area of the school.

The primary intention of this action is to gain cooperation with the student's parent(s) or guardian(s) and to isolate the student from all regular academic and social activities. If this action seems warranted after an investigation and after consultation with the parent(s) or guardian(s), the administrator, or his or her designee, shall take action.

SPECIAL CONDITIONS OF SUSPENSION:

- A. A student may not participate in extracurricular activities during the term of his/her suspension.
- B. Suspensions may be reflected in the student's class citizenship or school citizenship grade.
- C. Notations of suspensions from school will be made in the student's cumulative folder.
- D. Schoolwork missed as a result of suspensions may be made up through the completion of make-up work as stated in the Student Handbook. Any work that cannot be made up, or is not made up, may result in the lowering of the academic grade for the grading period, and it may result in loss of credit.

A pupil may be removed from school immediately for any of the following:

- 1. Battery on employee or peer of school,
- 2. Possession of firearm or dangerous weapon,
- 3. Sale or distribution of controlled substance, or
- 4. Status as habitual disciplinary problem, as provided in NRS 392.466.

When a student is removed for any of these reasons the student shall be given an explanation of the reasons for his or her removal. The student shall also be given an explanation of pending proceedings, to be conducted as soon as practicable after removal, for his or her suspension. In all other cases involving suspension, the administrator shall:

- a. Tell the student you are meeting with him/her to investigate allegations that the student has violated laws, rule(s), state charter school policies, or the School's policies.
- b. Tell the student the specific laws, rule(s), or policies that are alleged to have been violated and that, if the evidence supports the allegations, there will be consequences up to and including suspension from school. Ask if he/she understands the allegation(s).
- c. Explain to the student the evidence you have regarding the alleged violation(s).
- d. Ask the student if he/she admits or denies the allegation(s). If the student admits to violation(s), assign appropriate consequences. If the student denies the allegation(s), give him/her the chance to explain and present his/her side of the story. The administrator will consider the student's explanation and, if the administrator deems it appropriate, may investigate the matter further. (This does not mean that the student).

- e. After hearing the student's explanation and evidence, the administrator should determine if he/she needs more information and, if so, obtain it before a decision. If not, the administrator should determine what, if any, violations exist and assign appropriate consequences.
- f. If the student has a behavior plan, the administrator should review the plan with the student. If the student does not have a behavior plan and the student is subject to the habitual discipline statute (NRS 392.4655), then a behavior plan may be written.
- g. If suspension is appropriate, the administrator shall notify the student that he/she will be suspended for (number of days) and when it will be commencing (starting date).
- h. The administrator shall notify the parents of the suspension as soon as possible by phone or in person and follow up that notification with a letter, which will be placed in the student's file. can secure counsel, confront, and cross-examine witnesses, or call witnesses on his/her behalf to present his/her case.)
- i. After hearing the student's explanation and evidence, the administrator should determine if he/she needs more information and, if so, obtain it before a decision. If not, the administrator should determine what, if any, violations exist and assign appropriate consequences.
- j. If the student has a behavior plan, the administrator should review the plan with the student. If the student does not have a behavior plan and the student is subject to the habitual discipline statute (NRS 392.4655), then a behavior plan may be written.
- k. If suspension is appropriate, the administrator shall notify the student that he/she will be suspended for (number of days) and when it will be commencing (starting date).
- l. The administrator shall notify the parents of the suspension as soon as possible by phone or in person and follow up that notification with a letter, which will be placed in the student's file.

EXPULSION AND LONG-TERM SUSPENSION

When it is determined that a student’s behavior seriously interferes with the educational program or the safety or welfare of school personnel or other students, the charter school’s governing body may remove the student from further attendance in the charter school in accordance with NRS 392.466.1).

Battery or Sale/Distribution of Controlled Substances (NRS 392.466.1)

If a student (1) commits battery that results in bodily injury of an employee, or (2) sells or distributes any controlled substance on school grounds, a school bus, or at a school sponsored activity **AND is at least 11 years old:**

- The student must meet with the school and the parents/guardians; and
- The school must provide a plan of action based on restorative justice to the parents/guardians; and
- The student **may** (but no longer “*must*”) be expelled (NRS 392.466.1).
- Existing requirements for enrollment elsewhere remain if the student is expelled (NRS 392.466.1).

- If a student has committed battery of an employee of a school, the employee may appeal the plan of action based on restorative justice if (1) the employee feels that any actions taken pursuant to that plan are inappropriate; and (2) for a special education student, the Board of Trustees has reviewed the circumstances and determined that the appeal is in compliance with Individuals with Disabilities Education Act (IDEA) (NRS 392.466.2).

Possession of a Firearm or Dangerous Weapon (NRS 392.466.3)

- A student who is found to be in possession of a firearm or a dangerous weapon may be removed from the school immediately upon being given an explanation of the reasons for the removal and pending proceedings (NRS 392.467.2).

- The first occurrence of possession of a firearm or a dangerous weapon (as defined) in NRS 392.466.11(b) and (c)) still requires a mandatory one-year minimum expulsion OR placement in another kind of school for a period not to exceed the period of the expulsion; a second occurrence still requires permanent expulsion from the school (NRS 392.466.3). Existing requirements for enrollment elsewhere remain if the student is expelled (NRS 392.466.3).

Habitual disciplinary problem (NRS 392.4655)

If a student is suspended, the school shall develop a plan of behavior for the student in consultation with the student and the parents/guardians of the student. The plan must be designed to prevent the student from being deemed a habitual disciplinary problem (NRS 392.4655.5).

- Parents/guardians may choose to have their student not participate in the behavior plan that must be developed. (NRS 392.4655.5)
- If the parents/guardians opt their student out of participating in the behavior plan, the school must inform them of the consequences of not participating (e.g., that the student may be deemed to be a habitual

disciplinary problem) (NRS 392.4655.5).

If a student is deemed to be a habitual disciplinary problem **AND is at least 11 years old**, the student may be suspended (for a period not to exceed one semester) *OR* may be expelled under extraordinary circumstances as determined by the principal, **if and only if the school has made a reasonable effort to complete a plan of action based on restorative justice** (NRS 392.466.1).

- Existing requirements for enrollment elsewhere remain if the student is expelled (NRS 392.466.1).

STATE MANDATED EXPULSION:

One Year Expulsion

The School must expel any student for a period of not less than one (1) year from the School he or she attends if at any time, the student is found in possession of a firearm or an explosive device while on the premises of any public school, at any activity sponsored by a public school, or on any school bus.

There is an exception for possession of a firearm with the prior approval of the administrator.

Permanent Expulsion

The School must permanently expel a student from the School he or she attends if:

- a. On the second occurrence, the student commits a battery that results in the bodily injury of an employee or peer of the School while on the premises of any public school, at any activity sponsored by a public school, or on any school bus;
- b. On the second occurrence, the student sells or distributes any controlled substance while on the premises of any public school, at any activity sponsored by a public school, or on any school bus;
- c. On the second occurrence, the student is found in possession of a dangerous weapon while on the premises of any public school, at any activity sponsored by a public school, or on any school bus.

Any student who commits the conduct described above, will be placed on emergency suspension pending investigation and determination of final action to be taken in the matter.

EXPULSION AND LONG-TERM SUSPENSION HEARINGS:

If after an investigation it is determined by the administrator that a long-term suspension or expulsion is appropriate, the student will be provided a hearing before the School's governing body. The governing body will decide in accordance with procedures in NRS 392.467 whether or not the student shall be put on a long-term suspension or be expelled as recommended by the School administrator.

The hearing shall be closed to the public. A tape recording of the hearing will be made by the governing body. Upon request the student may obtain a copy of the hearing recording.

The student shall have the right to be represented by an advocate of his/her choosing.

Both the student and the administrator may call witnesses and present evidence. The hearing officer shall not be required to observe the same rules of evidence observed by the courts. Hearsay testimony of

students shall be admissible.

The standard of proof shall be that of a civil action: a preponderance of the evidence. The hearing officer's determination of the appropriate consequences shall be based on the seriousness of the conduct as well as the student's prior disciplinary record insofar as it affects the effectiveness, or ineffectiveness, of forms of discipline previously imposed.

RE-ADMITTANCE TO SCHOOL:

Students may apply for re-admittance, within 45 school days from the one-year anniversary day of their expulsion by the charter school's governing body. Such request should be made to the administrator.

During this period of time, the administrator will direct appropriate staff personnel to conduct a review of the request to ensure that any special conditions for re-admittance, such as a psychological evaluation, are completed as well as determining that the student has been a good citizen during the period of expulsion. When this review has been completed the governing body will decide near the end of the expulsion period whether or not the student may be re-admitted. The charter school's governing body will provide written notification of its decision to the student, parent(s) or guardian(s), and the administrator of the charter.

Restorative Plan of Action *Example

Student Name:

Student Number:

DOB:

Grade:

Discipline Administrator: Shannon Manning

Restorative Interventions and Explanation:

Community:

- Beginning 8/23/19, student will have weekly scheduled meetings with Mrs. Manning, the school principal. Student will also be able to request to meet with counselor at other times, as needed.
 - This intervention was selected with the goal of building, strengthening, and restoring relationships on campus. This is intended to provide the student with a voice, respect, and acceptance.

Social and Emotional Learning:

- Student will participate in mentorship and/or after school lessons tailored to his/her needs, starting with a lesson on respect (towards others and self). Student will complete the assignment and participate in a debriefing with the Counselor.
 - This intervention was selected to teach the student self-awareness, self-management, social awareness, relationship skills, and responsible decision making. These are important life skills, which must be developed.

Accountability:

- On (DATES), student participated in Restorative Conversations with Behavior Administrator to discuss the events leading up to the incident, how student was thinking and feeling at the time of the incident, who impacted the student's choices, and what needed to be done to make things right. Expectations for appropriate school behavior were clearly explained and student had the opportunity to clarify as necessary.
 - This intervention was selected to ensure that students understand the impact of their choices, take responsibility, and work to repair the harm

Heal and Repair Harm:

- Letter of Apology
- Offered the opportunity to sit down with the teacher to discuss the matter.

How will the interventions work together to provide the student with support to be successful?

The rules and expectations of behavior have been clearly explained to student. Student has had the opportunity to reflect on his/her actions and see the impact of the student's choices on the educational environment. Student has talked about alternate ways of handling a similar situation in the future and has developed a plan to be better prepared for days when frustrated. Additionally, by providing student with access to multiple staff members and opportunities to seek assistance, we are helping student to see that there are many people on campus who care about student and student's success. We want to ensure that student knows that there supports available throughout struggles.

Seeking a Change in Placement:

Provide justification for removal - what interventions or supports are needed that are not available at this school site?

Principal's signature:

Date:

SOMERSET ACADEMY OF LAS VEGAS

Supporting Document

Meeting Date: February 2, 2021 Agenda Item: 11 – Review and Approval of Principal Search Parameters for Stephanie Campus for 2021/2022 Number of Enclosures: 0
--

SUBJECT: Principal Search Parameters for Stephanie Campus
--

<input checked="" type="checkbox"/> Action <input type="checkbox"/> Appointments <input type="checkbox"/> Approval <input type="checkbox"/> Consent Agenda <input type="checkbox"/> Information <input type="checkbox"/> Public Hearing <input type="checkbox"/> Regular Adoption

Presenter (s): Gary McClain/Ryan Reeves

Recommendation:

Proposed wording for motion/action:

Fiscal Impact: N/A

Estimated Length of time for consideration (in minutes): 7-10 Minutes

Background: The Board will discuss the search for the Stephanie campus principal for the 2021/2022 school year to determine the search parameters prior to posting the position.
--

Submitted By: Staff

SOMERSET ACADEMY OF LAS VEGAS

Supporting Document

Meeting Date: February 2, 2021
Agenda Item: 12 – Discussion and Possible Action to Approve the District Membership Agreement with Somerset Academy Inc.
Number of Enclosures: 1

SUBJECT: District Membership Agreement

Action
 Appointments
 Approval
 Consent Agenda
 Information
 Public Hearing
 Regular Adoption

Presenter (s): Ryan Reeves

Recommendation:

Proposed wording for motion/action:

Move to approve the District Membership Agreement with Somerset Academy Inc., as presented.

Fiscal Impact: N/A

Estimated Length of time for consideration (in minutes): 7-10 Minutes

Background: The Board is being asked to approve the District Membership Agreement with Somerset Academy Inc.

Submitted By: Staff

DISTRICT MEMBERSHIP AGREEMENT

This District Membership Agreement (this “*Agreement*”) is entered into effective as of _____, 2019 (“*Effective Date*”) by and between Somerset Academy Inc., a Florida not-for-profit corporation organized and operated exclusively for religious, charitable, scientific, literary, or educational purposes as described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, whose address is 20801 Johnson Street, Pembroke Pines, FL 33029 (“*SOMERSET*”) and Somerset Academy of Las Vegas (“*MEMBER SCHOOL*”), a Nevada not-for-profit corporation established to operate a public charter school, whose address is 6630 Surrey St., Las Vegas, NV 89119.

WITNESSETH:

WHEREAS, the SOMERSET Academy, Inc. Corporate District (the “*DISTRICT*”) is a corporate district currently accredited by the Southern Association of Colleges and Schools Council on Accreditation and School Improvement (“*SACS CASI*”), an Accreditation Division of AdvanceED; and

WHEREAS, the DISTRICT was established to develop schools that provide educationally underserved students with the knowledge, skills, and character needed to succeed in top-quality schools, colleges and the competitive world beyond; and, that maximize student achievement by fostering the development of responsible, self-directed life-long learners in a safe and enriching environment; and

WHEREAS, SOMERSET has created a membership program for public charter schools located, or to be located, outside the State of Florida, designed to increase membership in the DISTRICT; and

WHEREAS, as a member of the DISTRICT, a school receives, subject to compliance with all applicable responsibilities of membership that may exist from time to time, certain rights and privileges, including, (i) access to educational materials, programs and curriculum, procedures for marketing, advertising, promotion, financial reporting and budgeting, signage and other branding techniques and materials and other items created over time and approved for use within the DISTRICT, (ii) the right to conduct operations of the school as a “A SOMERSET Academy School”, and (iii) access and eligibility to an accreditation process by the SACS CASI as a member of the DISTRICT; and

WHEREAS, MEMBER SCHOOL either holds or has applied for a charter for a public school known as SOMERSET ACADEMY OF LAS VEGAS (the “*Charter School*”) in the County of Clark, State of Nevada (the “*State*”) and all references to MEMBER SCHOOL include the Charter School; and

WHEREAS, MEMBER SCHOOL would like the Charter School to become a member of the DISTRICT; and

WHEREAS, MEMBER SCHOOL understands and acknowledges strict rules and guidelines associated with DISTRICT membership, including the requirements to conduct a self-study, attend required meetings and training sessions, formulate school improvement plans (SIP) for continuous improvement in student performance, and meet AdvancED Standards for Quality.

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

1. **RECITALS AND DEFINITIONS.**

1.1 **Recitals.** The recitals set forth above are true and correct and are incorporated herein by reference.

1.2 **Definitions.** As used in this Agreement, the following terms shall have the following meanings:

- (a) ***“Confidential Information”*** means technical and non-technical information, whether or not such information is marked or otherwise identified as “CONFIDENTIAL”, used in or related to operations of a member school of the District that is not commonly known by or available to the public, including, without limitation, Educational Programs, Oversight Programs, Proprietary Materials and other SOMERSET District Program IP disclosed or made available to MEMBER SCHOOL in connection with this Agreement. ***“Confidential Information”*** shall not include, however, any information that: (i) is now or subsequently becomes generally available to the public through no fault of MEMBER SCHOOL or its employees, agents, officers, directors or other representatives or advisors; (ii) MEMBER SCHOOL can demonstrate was rightfully in its possession or in its employees’, agents’, officers’, directors’ or other representatives’ or advisors’ possession, without obligation of nondisclosure, prior to disclosure pursuant to this Agreement; (iii) is independently developed without the use of any Confidential Information; or (iv) is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information.
- (b) ***“Educational Programs”*** shall mean educational activities and programs developed by or for use within the DISTRICT, including, without limitation, programs designed to assist students in developing the skills, character and knowledge base needed to succeed in top-quality high schools, universities and in the competitive world beyond, including but not limited to courses of study, curriculum, academic programs, assessments, evaluations, related data compilations, and the like.
- (c) ***“Marks”*** shall mean the service mark “SOMERSET Academy®” or any service mark or logo registered to the District during the Agreement Term and as further depicted in Exhibit “A”, and any other trademarks, service marks, design marks, trade names, logos, trade dress, designs, graphics, logos, emblems, insignia, fascia, slogans, copyrights, drawings, and commercial symbols designated to be used in connection with the DISTRICT.
- (d) ***“SOMERSET District Program IP”*** shall mean and include all tangible or intangible proprietary information and materials made available for members of the DISTRICT for use in conducting operations of their respective charter schools, including, without limitation, as applicable, the Marks, all Proprietary Materials, Educational Programs, Oversight Programs, as well as all inventions, improvements, developments or other ideas (whether patentable or unpatentable and whether or not reduced to practice) related thereto, all software and software code; all copyrights and all copyright, trademark and patent registration applications, registrations and renewals in connection therewith and all Confidential Information.

- (e) **“Oversight Programs”** shall mean oversight activities and programs developed by or for use within the DISTRICT, including, without limitation, programs designed to assist charter schools with administrative, financial reporting, budgeting, compliance, and development.
- (f) **“Proprietary Materials”** shall mean all tangible materials made available to members of the DISTRICT for use in conducting operations of their respective charter schools, including, without limitation, curriculum, programs, guides, manuals, curriculum modules, documents, compilations of data, standards and best practices, including those related to Educational Programs, Oversight Programs and other SOMERSET District Program IP.
- (g) **“School Year”** shall mean the full period from about August of each calendar year through about July of the next calendar year, designated as the academic year by the school board, or other lawful authority, having jurisdiction over MEMBER SCHOOL, during the Membership Term hereof.

Definitions for the other defined terms used in this Agreement are set forth in this Agreement.

2. **DISTRICT MEMBERSHIP, OBLIGATIONS AND REQUIREMENTS.**

2.1 **Membership.** Upon execution of this Agreement by SOMERSET and MEMBER SCHOOL, the Charter School shall become a member of the DISTRICT for the duration of the Membership Term, and is entitled to all the rights and privileges of membership and subject to all obligations and requirements of membership during the Membership Term. Promptly following the Effective Date (or as soon thereafter as possible, if the charter has not yet been approved), SOMERSET shall submit, or shall cause to be submitted, an application and supporting information as requested, for AdvancED accreditation for the Charter School as a member of the DISTRICT. MEMBER SCHOOL shall cooperate and provide supporting information as requested by SOMERSET. The Charter School shall commence operations as a member of the DISTRICT upon approval of the application by AdvancED. MEMBER SCHOOL may choose to apply for a new charter for an additional public school or schools in the Territory. Once a charter is issued for an additional public school, then that school shall be included in the definition of “Charter School,” if MEMBER SCHOOL gives SOMERSET 180 days written notice of its intention to apply for the additional charter and all other existing Charter Schools are performing in compliance with this Agreement.

2.2 **Compliance with DISTRICT Standards; General.** MEMBER SCHOOL acknowledges that (a) MEMBER SCHOOL must comply with all AdvancED Standards of Quality (including those for Schools, School Systems and Corporations); (b) MEMBER SCHOOL has reviewed and is familiar with all AdvancED Standards of Quality; (c) SOMERSET developed the Educational Programs, SOMERSET District Program IP, Oversight Programs and Proprietary Materials for use within the DISTRICT, and to satisfy AdvancED Standards of Quality and to obtain accreditation of the DISTRICT from SACS CASI; and (d) the importance of strict compliance with all DISTRICT standards by MEMBER SCHOOL in that the DISTRICT Standards are intended to satisfy AdvancED accreditation standards and Standards of Quality. Accordingly, MEMBER SCHOOL shall strictly comply, and shall cause the Charter School to strictly comply, with all DISTRICT requirements, specifications, standards, guidelines, operating procedures and rules (each, a “**Standard**”) set forth in this Agreement, in applicable DISTRICT manuals, and in other

writings supplied to MEMBER SCHOOL by SOMERSET from time to time, including those relating to: corporate operations; funding; plant and facilities; safe environment; curricular programs; extra-curricular programs; instructor credentials; technology opportunities; and school improvement (the “DISTRICT Manuals”). MEMBER SCHOOL acknowledges SOMERSET and its affiliates may change or modify DISTRICT Standards and Manuals from time to time, including without limitation, the adoption and use of new or modified Marks or Educational Materials, in order to improve the quality of DISTRICT programs, comply with AdvancED Standards of Quality, or other reasons. MEMBER SCHOOL shall accept and promptly implement any such changes in, or additions to, the DISTRICT Standards as if they were a part of this Agreement as of the date MEMBER SCHOOL receives notice of such change or addition, and shall make such reasonable expenditures as such changes require during the Membership Term. MEMBER SCHOOL and the Charter School shall achieve the strict compliance required by this Section in accordance with the schedule set forth in Exhibit “B”.

2.3 Compliance with DISTRICT Standards; Specific Compliance Requirements. Without limiting the terms of Section 2.2, MEMBER SCHOOL shall, and shall cause the Charter School to, as applicable, during the Membership Term:

- (a) strictly comply with all applicable federal, state and local laws, including all laws relating to the implementation, performance, production, promotion or distribution of any products or services related to the operation of the Charter School, its facilities, and its Educational Programs;
- (b) strictly comply with all applicable federal, state, and local government requirements for operation of a charter school and school facilities, including by way of illustration and not limitation, any requirements for governmental approval, recognition or accreditation;
- (c) use best efforts to promote the Marks and to increase the recognition of the DISTRICT;
- (d) brand and operate the Charter School as a “A SOMERSET Academy School” in full compliance with this Agreement;
- (e) comply with all DISTRICT Standards identified by the DISTRICT in District Manuals, including Standards identified in:

[SOMERSET Academy Inc. By-Laws, SOMERSET Academy Inc. District Strategic Plan, SOMERSET Academy Inc. Board Policies and Procedures, SOMERSET Academy Inc. Employee Handbook, SOMERSET Academy Inc. Academic Policies and Procedures;]
- (f) maintain all insurance and payroll programs required by law, DISTRICT Standards, and this Agreement;
- (g) meet all financial obligations associated with membership in the DISTRICT;
- (h) participate in and cooperate with a multi-day formal school evaluation conducted from time to time by a team designated by the DISTRICT, which will, among other

reasons, assess the quality of MEMBER SCHOOL's academic program and its compliance with the requirements of this Agreement and DISTRICT Standards;

- (i) collect and maintain data on the academic achievement level of its students sufficient to allow DISTRICT to evaluate the progress of students and the effectiveness of the Educational Programs at the Charter School (the "*Data*"). The Data shall include, but not be limited to, longitudinal data on the academic achievement level of the Charter School's students using state-mandated criterion-references tests, commercially available standardized tests, and/or other similar assessment tools typically used by DISTRICT. MEMBER SCHOOL shall promptly provide SOMERSET with any and all of the Data upon SOMERSET's reasonable written request;

for the avoidance of doubt, SOMERSET and the DISTRICT may each use the Data, including the historical performance of the Charter School, including revenues, expenses, results of operations, enrollment records and similar financial information and operating information, for any legitimate business or educational purpose, subject to all applicable laws such as the Family Educational Rights and Privacy Act.

- (j) establish procedures for the resolution of disputes with students, parents, teachers and administrators that satisfy DISTRICT Standards; follow applicable established procedures; and, record, timely respond to, and resolve complaints by parents, students, teachers or administrators regarding the Educational Programs and Charter School operations; and, provide DISTRICT, upon reasonable written request, all information and documents relating to complaints subject to review by MEMBER SCHOOL's Board of Directors;
- (k) provide DISTRICT, upon reasonable written request, any other information related to Educational Programs, SOMERSET District Program IP, Oversight Programs and Proprietary Materials at the Charter School, including financial information;
- (l) promptly notify DISTRICT of any material changes in its Educational Programs, Oversight Programs, or of any change in its governance structure, including changes in the membership of MEMBER SCHOOL's Board of Directors;
- (m) not discriminate in the conduct and operation of the Charter School against any person on account of marital status, disability, genetic information, race, creed, color, sex, age, national origin or ancestry, or any other legally protected class; and
- (n) provide the DISTRICT, upon written request, the right to participate in the selection of any principal or school leader of the Charter School.

2.4 Compliance with Accreditation Standards. Without limiting the terms of Section 2.2 or Section 2.3, MEMBER SCHOOL shall, and shall cause the Charter School to, comply with all AdvancED accreditation standards, which will likely include, but not be limited to, the following:

- (a) provide no less than six (6) hours of instruction each school day for all students;

- (b) provide a minimum of 180 full days of instruction per school year and provide DISTRICT with the Charter School's calendar of activities and programs;
- (c) comply with all applicable curriculum requirements for graduation/earning credits for a standard and/or advanced diploma, including those promulgated by state law and Nevada State Public Charter School Authority;
- (d) comply with all applicable requirements regarding student entrance requirements regarding age, grade placement, and temporary grade placement of students from home school, non-traditional and non-accredited programs, including state law and Nevada State Public Charter School Authority;
- (e) provide DISTRICT with a monthly attendance report;
- (f) provide a curriculum that meets and/or exceeds the State statutory requirements and utilize curriculum guides for every subject/grade level that include all required DISTRICT Standards;
- (g) implement DISTRICT's licensed, standards-based curriculum with fidelity;
- (h) participate in all progress monitoring assessments in accordance with DISTRICT, Nevada State Public Charter School Authority and the State guidelines;
- (i) participate in all DISTRICT continuous improvement and quality assurance programs;
- (j) maintain a qualified and degreed instructional staff and provide the DISTRICT with a Professional Personnel Report prior to the commencement of each School Year and then within ten days of any addition and deletion to staff;
- (k) participate in all of DISTRICT's teacher and administrator evaluation systems and implement same with fidelity;
- (l) maintain the correct number of faculty and staff members per grade level;
- (m) require all head and full time administrators to participate in DISTRICT's professional development network including, but not limited to, attendance at any and all trainings at MEMBER SCHOOL's sole cost and expense provided by the DISTRICT, including the SOMERSET District Administrators' Workshop and Leadership Retreat;
- (n) administer all assessments required by the DISTRICT, Nevada State Public Charter School Authority, and the State;
- (o) provide adequate space, buildings, grounds, and facilities to accommodate the curriculum offered and to qualify for accreditation;
- (p) develop and review annually short term and long term goals for facilities;
- (q) submit a school improvement plan annually that is based on the goals and objectives required by federal and state law and complies with the guidelines

provided by the DISTRICT by the due date established by law or reasonably established by DISTRICT in consultation with MEMBER SCHOOL. The school improvement plan shall contain measurable objectives for the subsequent school year.

- (r) develop a school technology plan and review annually progress in technology;
- (s) timely provide to DISTRICT all information, data, reports and forms reasonably required by DISTRICT to comply with requirements of law or of accreditation, or otherwise reasonably required by DISTRICT;
- (t) attend all meetings and professional development events conducted by DISTRICT as required by law, by accreditation by DISTRICT Standards, or otherwise reasonably required by DISTRICT, including the DISTRICT Annual Meeting, SOMERSET District Administrators' Workshop, Leadership Retreat, DISTRICT meetings, leadership training and workshop programs, and the like; and
- (u) uphold the AdvancED standards for accreditation and Standards of Quality applicable to the DISTRICT and to Charter School.

2.5 Institutional Integrity and Substantive Change. Without limiting the terms of Section 2.2, Section 2.3, or Section 2.4, MEMBER SCHOOL shall, and shall cause the Charter School to, comply with all AdvancED accreditation standards related to Institutional Integrity and Substantive Change. Member School shall represent itself truthfully and accurately in all aspects. Member School shall not make misrepresentations of fact to District or the public, shall not maintain any condition which may be detrimental to stakeholders, such as students, parents, regulators and SOMERSET, and shall, at all times, accurately report its compliance with the policies and standards contained herein. Subject to and in accordance with Nevada Revised Statute §388A.393(1)(a), Member School shall provide thirty (30) days advanced written notice to the District prior to the occurrence of any Substantive Change (i.e., any change defined as a Substantive Change in AdvancED accreditation standards and any change that alters or modifies the scope of, and/or has an impact on Member School's ability to meet, the AdvancED Performance Standards and the AdvancED Policies and Procedures for Accreditation and Certification), including but not limited to changes in or caused by the following:

- (a) Governance structure of the Member School, including without limitation, any changes to the corporate structure, change in ownership, articles of incorporation, bylaws, board policies and procedures, governing board composition, the appointment of Directors, the nomination of prospective Directors, and the designation of Officers;
- (b) Members, issuance of new or additional membership interests, or withdrawal of any member;
- (c) Restructuring, consolidating, reorganizing, merging, or closing of Member School within its jurisdiction or with or into any other entity, or of any other entity with or into Member School;
- (d) Dissolution or liquidation of Member School;

- (e) Mission and purpose of Member School;
- (f) Grade levels served by Member School;
- (g) Staffing, including administrative and other non-teaching professional personnel;
- (h) Available facilities, including upkeep and maintenance;
- (i) Level of funding for Member School;
- (j) Schedule for the school day or school year of Member School;
- (k) Location of Member School, including establishment of an additional location geographically apart from the current location of the Member School;
- (l) Student population that causes program or staffing modification(s);
- (m) Available programs, including fine arts, practical arts and student activities;

Member School's failure to comply with institutional integrity or the failure to obtain advanced written consent of District for any Substantive Change shall be considered a breach of this Agreement, and shall constitute good cause for termination.

2.6 SOMERSET Obligations. SOMERSET shall, and shall cause the DISTRICT as applicable to:

- (a) comply with all applicable federal, state and local laws in connection with matters arising from or related to this Agreement;
- (b) fulfill the DISTRICT'S continuing obligations to maintain Advanced Standards of Quality and to maintain the DISTRICT accreditation;
- (c) provide MEMBER SCHOOL access to DISTRICT leadership training and workshop programs for MEMBER SCHOOL administrators;
- (d) submit an application to Advanced for accreditation of Charter School and provide such certifications required by the DISTRICT for accreditation of Charter School;
- (e) provide MEMBER SCHOOL reasonable access to DISTRICT regarding compliance and operations; and
- (f) use good faith efforts to provide the Charter School with direction and assistance in the following areas:

(i) on site professional development for school administration as required by DISTRICT Standards or agreed in writing by the parties;

(ii) on site professional development for school instructional faculty as required by DISTRICT Standards or agreed in writing by the parties;

(iii) DISTRICT Standards and DISTRICT's best practices regarding classroom management and student assessment;

(iv) DISTRICT Standards and DISTRICT'S best practices for support and instruction on educational technology;

(v) support and assistance in attaining school accreditation, and/or inclusion of Charter School in accreditation of DISTRICT;

(vi) access to DISTRICT conferences, trainings, and consultation services that support Charter School's use and implementation of DISTRICT's standard curriculum and best practices;

(vii) access to professional development standards and best practices of DISTRICT applicable to MEMBER SCHOOL's governance and Board of Directors; and

(viii) other areas mutually agreed upon by the parties.

SOMERSET will identify to the MEMBER SCHOOL the DISTRICT'S model text books, if any, and will make available to MEMBER SCHOOL Proprietary Materials and Educational Programs for use at the Charter School, subject to the terms and limitations of this Agreement.

If SOMERSET determines in its reasonable discretion or otherwise learns that MEMBER SCHOOL has failed to comply with any of its obligations in this Section 2, SOMERSET will endeavor (but without any liability for failing to do so) to notify MEMBER SCHOOL of such failure in order to give MEMBER SCHOOL the opportunity to take corrective and/or remedial action; provided, that the provision or lack of provision of such notice shall in no way limit or otherwise impact the termination provisions set forth in Section 6 below. Such notice may include any action that SOMERSET deems reasonably necessary or advisable for MEMBER SCHOOL to comply with the provisions of this Agreement, including but not limited to alterations or additions to Educational Programs and restrictions on the MEMBER SCHOOL's use of licensed Marks and Proprietary Materials. Unless otherwise stated, SOMERSET's advice or guidance is advisory in nature and shall in no way relieve MEMBER SCHOOL of its obligations under this Section 2. DISTRICT Standards represent SOMERSET's best understanding of what is required to satisfy Advanced accreditation standards, but ultimately accreditation is determined by Advanced. MEMBER SCHOOL is responsible for complying with Section 2 and Advanced accreditation standards. MEMBER SCHOOL shall hold SOMERSET and its representatives harmless from any liability that results in connection with any advice and guidance given under this Section.

3. RIGHTS TO USE SOMERSET DISTRICT PROGRAM IP.

3.1 Rights To Use SOMERSET District Program IP. As of the Effective Date, and subject to the terms and conditions of this Agreement, as a member of the DISTRICT and for the duration of the Membership Term, MEMBER SCHOOL shall have a limited and non-transferable, non-sublicenseable and non-exclusive right and license to use, reproduce, and display the SOMERSET District Program IP solely in connection with its operation of the Charter School as a member of the DISTRICT and solely in the territory comprised of Clark County, State of Nevada ("Territory").

3.2 Form of Use. MEMBER SCHOOL shall, and shall cause the Charter School to only, use the Marks and other SOMERSET District Program IP in a manner consistent with good trademark and copyright practice and with all appropriate legends and notices (including use of ®, ™ and ©, as may be directed from time to time by SOMERSET. In no event

shall MEMBER SCHOOL or the Charter School remove any legends or intellectual property rights notices from any SOMERSET District Program IP or any other materials provided or made available to MEMBER SCHOOL or the Charter School in connection with this Agreement.

- 3.3 No Other Rights to SOMERSET District Program IP. The rights granted herein are not intended to be (and shall not be construed as) an assignment, and nothing herein or otherwise confers on MEMBER SCHOOL any right, title or interest in the Marks, Proprietary Materials or any other SOMERSET District Program IP, other than the limited rights of usage in the Territory and in accordance with this Agreement. As between the parties, other than the limited rights to use the Marks, Proprietary Materials and other applicable SOMERSET District Program IP provided above, SOMERSET reserves all right, title, and interest in and to the Marks, Proprietary Materials and other applicable SOMERSET District Program IP.
- 3.4 Cooperation. MEMBER SCHOOL shall, and shall cause the Charter School to, reasonably cooperate with SOMERSET with respect to the perfection, enforcement or acquisition of SOMERSET's rights, titles and interests in the Marks, Proprietary Materials or any other applicable SOMERSET District Program IP, including any developments contemplated in Section 4 below, and shall use its best efforts to protect the Marks, Proprietary Materials and other applicable SOMERSET District Program IP, and to report promptly to SOMERSET any infringement or claims of infringement of any of the Marks, Proprietary Materials or other SOMERSET District Program IP of which it has become aware.
- 3.5 Inurement; No Sublicense. All use of the licensed Marks, Proprietary Materials and other SOMERSET District Program IP shall, as between the parties, inure solely to the benefit of, and on behalf of, SOMERSET. MEMBER SCHOOL shall not use or apply to register any trademark that incorporates, includes, is a derivative of, or would tend to dilute any Mark, except as expressly authorized herein. MEMBER SCHOOL shall not transfer, sublicense or permit any third party the right to use any of the licensed Marks, Proprietary Materials or any other SOMERSET District Program IP, in whole or in part, without the prior written approval of SOMERSET. MEMBER SCHOOL agrees that it shall not apply for registration of any of the licensed Marks or any other SOMERSET District Program IP or for any trademark, name, logo or other designation that SOMERSET believes, in good faith, to be confusingly similar to or to dilute the distinctiveness of the licensed Marks, except as otherwise expressly agreed to by the parties.
- 3.6 Importance of Protecting Goodwill and Reputation. MEMBER SCHOOL acknowledges the importance to SOMERSET of its reputation and goodwill and of maintaining high, uniform standards of quality in the products and services provided in connection with the Marks. MEMBER SCHOOL therefore agrees not to use, or permit the Charter School to use, the Marks or any such other SOMERSET District Program IP, as applicable, in any manner whatsoever which directly or indirectly will derogate or detract from such reputation, nor use the Marks or any other SOMERSET District Program IP or otherwise conduct operations of the Charter School or its own governance matters in a manner that is disparaging to or that could otherwise harm the goodwill associated with SOMERSET, its affiliates, the DISTRICT, the Marks or any other SOMERSET District Program IP, or in any manner that suggests or implies a relationship between the parties other than the relationship that is set forth in this Agreement and any other agreements between the parties.

- 3.7 Approval of Branded Items. MEMBER SCHOOL shall, at MEMBER SCHOOL's sole cost and expense, provide, and cause the Charter School to provide, SOMERSET with samples, copies or pictures of any and all goods, packaging, documentations, manuals, advertising, marketing or other materials that bear any of the Marks or that MEMBER SCHOOL intends to use or distribute in connection with the Marks or any other SOMERSET District Program IP. MEMBER SCHOOL agrees that the quality of any goods and services with which it uses the Marks shall be comparable to the quality of goods and services with which the DISTRICT uses the Marks. Prior to the use of the Marks or any other SOMERSET District Program IP in any advertisement, marketing, goods, packaging and the like, MEMBER SCHOOL shall obtain written approval from SOMERSET. Any subsequent alteration, modification, or change in any use following such approval must be reviewed and approved by SOMERSET prior to implementation of such alteration, modification, or change. SOMERSET retains the right to reasonably specify, from time to time, the format in which MEMBER SCHOOL shall use and display the Marks, and MEMBER SCHOOL shall only use or display the Marks in a format approved (and not subsequently disapproved) by SOMERSET.
- 3.8 Prominent Disclosure of Member of DISTRICT. On all of its correspondence, documents, signage, clothing, displays and marketing or advertising materials of any kind in connection with the Charter School and/or the Marks, MEMBER SCHOOL shall prominently identify itself as "A SOMERSET Academy School", or as otherwise expressly agreed upon in writing by the parties.
- 3.9 No Impairment of Goodwill or SOMERSET District Program IP. MEMBER SCHOOL shall not at any time during or after the Membership Term, do, or cause to be done, or omit to do any act or thing, the doing or omission of which would challenge, contest, impair, invalidate, or tend to impair or invalidate any of SOMERSET's or its affiliates' ownership or other rights, title or interest in the Marks, Proprietary Materials and any other applicable SOMERSET District Program IP or goodwill, or any registrations, accreditations or recognitions of the like, derived from such rights. SACS CASI accreditation specifically shall not be affected in any way due to MEMBER SCHOOL's misuse or violation of requirements or guidelines set forth by SACS CASI or this Agreement.
- 3.10 No Limitation of Rights and Remedies. MEMBER SCHOOL acknowledges and agrees that SOMERSET has, shall retain, and may exercise, both during the term of this Agreement and thereafter, all rights and remedies available to SOMERSET, whether derived from this Agreement, from statute, or otherwise, as a result of or in connection with MEMBER SCHOOL's breach of this Agreement, misuse of the Marks or any other applicable SOMERSET District Program IP, or any other use of the Marks or any other applicable SOMERSET District Program IP by MEMBER SCHOOL or the Charter School which is not expressly permitted by this Agreement.

4. DEVELOPMENTS.

For the avoidance of doubt, all ideas, concepts, techniques or materials concerning the operation of the Charter School as a member of the DISTRICT, whether or not protectable intellectual property and whether created by or for MEMBER SCHOOL, must be promptly disclosed to SOMERSET and will be deemed the sole and exclusive property of SOMERSET and works made-for-hire for SOMERSET, and no compensation will be due to MEMBER SCHOOL or its personnel therefore, and MEMBER SCHOOL hereby assigns to SOMERSET all right, title and interest in any intellectual property so developed. SOMERSET may incorporate such items into its DISTRICT membership program for other DISTRICT

schools to utilize. To the extent any item does not qualify as a “work made-for-hire” for SOMERSET, MEMBER SCHOOL hereby assigns ownership of that item, and all related rights to that item, to SOMERSET and shall sign, or cause the assignment of, any assignment or other document as SOMERSET requests to assist SOMERSET in obtaining or preserving intellectual property rights in the item. MEMBER SCHOOL also waives any author’s or moral rights in and to such items, and shall ensure its personnel do the same. SOMERSET agrees to disclose to MEMBER SCHOOL concepts and developments of other member schools that are made part of the DISTRICT membership program. As SOMERSET may reasonably request, MEMBER SCHOOL shall take all actions to assist SOMERSET’s efforts to obtain or maintain intellectual property rights in any item or process related to the DISTRICT membership program, whether developed by MEMBER SCHOOL or not.

5. ANNUAL DISTRICT MEMBERSHIP FEE.

- 5.1 Annual Fee. MEMBER SCHOOL shall pay an annual membership fee (subject to the Affiliation Services Budget set forth in Section 5.2) equal to 1% of the guaranteed basic support payment per pupil funding that MEMBER SCHOOL receives for the Charter School for each such School Year (the “*Annual Fee*”). There will be no other additional membership fees due from MEMBER SCHOOL under this Agreement. Along with each payment of the Annual Fee, MEMBER SCHOOL shall provide SOMERSET supporting documentation with respect to determination of the Annual Fee, the Affiliation Services Budget, and any other document reasonably requested by SOMERSET.
- 5.2 Credit Against Annual Fee. Notwithstanding the foregoing, MEMBER SCHOOL shall have the right to offset against its Annual Fee, up to one-half (1/2) of the Annual Fee for each School Year during the Membership Term, for amounts actually paid for costs associated with activities, conferences, trainings and events described in Sections 2.4(m) and (t) (the “Affiliation Services”). MEMBER SCHOOL shall prepare a budget of all proposed Affiliation Services costs and expenses for which the fee shall be used (the “Affiliation Services Budget”) and submit it to SOMERSET on or before June 1st of each year. SOMERSET shall have the right to review and approve the proposed Affiliation Services Budget, and shall respond to the proposed budget by July 1st of each year.
- 5.3 Annual Fee Due Date. The remainder of the Annual Fee, which shall be equal to at least one-half (1/2) of the Annual Fee plus all funds not expended by MEMBER SCHOOL under the approved Affiliation Services Budget, shall be due and payable for each applicable School Year within 30 days of the close of MEMBER SCHOOL’s fiscal year.
- 5.4 Interest on Non-Payment. If MEMBER SCHOOL fails to timely pay any part of the Annual Fee, SOMERSET may, in its sole discretion and upon written notice, assess interest on the unpaid amounts owed at the rate of 6% per annum or the maximum permitted under applicable law, if less. Notwithstanding any designation by MEMBER SCHOOL, SOMERSET has the right to apply any payments by MEMBER SCHOOL to any past due indebtedness of MEMBER SCHOOL and accrued interest thereon.

6. DURATION AND TERMINATION.

- 6.1 Initial Term. Subject to the termination provisions set forth in this Agreement and in accordance with Nevada Administrative Code §388A.580, at the this Agreement shall commence upon the Effective Date and shall remain effective through the second (2nd) *full* School Year under this Agreement (the “*Initial Term*”).

- 6.2 Renewal Term. Upon the expiration of the Initial Term, subject to the termination provisions set forth in this Agreement and in accordance with Nevada Administrative Code §388A.580, this Agreement shall then automatically renew annually for succeeding terms that will run concurrently with the MEMBER SCHOOL’s charter contract thereafter (each, a “*Renewal Term*”), unless either party delivers written notice to the other party of its intention not to renew or continue this Agreement at least one hundred twenty (120) days prior to the expiration of the then-current term. The term of this Agreement, as extended or otherwise renewed, shall be referred to as the “*Membership Term*”.
- 6.3 SOMERSET/SOMERSET Termination Upon Loss of Charter. This Agreement shall terminate automatically upon the expiration or termination of the charter contract for the Charter School.
- 6.4 MEMBER SCHOOL Termination for Cause. During the Initial Term or any Renewal Term, MEMBER SCHOOL shall have the right to terminate this Agreement, upon a material breach of this Agreement by SOMERSET which is not cured within thirty (30) days of written notice from MEMBER SCHOOL to SOMERSET of the breach; provided, that if the breach cannot reasonably be cured within such 30-day period of written notice, such cure period shall be reasonably extended up to one hundred twenty (120) days as long as SOMERSET continuously and diligently prosecutes such cure.
- 6.5 SOMERSET Termination for Cause. In addition to SOMERSET’S other rights of termination set forth in this Agreement, during the Initial Term or any Renewal Term, SOMERSET shall have the right to terminate this Agreement immediately, upon written notice and without an opportunity to cure, unless otherwise provided, as follows:
- (a) MEMBER SCHOOL commits a material breach of this Agreement; fails to comply with any DISTRICT Standard, including failing to meet accreditation standards for Charter School, failing or substandard educational or financial performance, breach of the charter contract, or otherwise improperly uses any of the Marks or any other SOMERSET District Program IP, in each case that (i) would reasonably be expected to either adversely affect the validity or protectability of such Marks or any such other SOMERSET District Program IP, as applicable, or (ii) would reasonably be expected to impair the goodwill associated with any of the Marks or any such other SOMERSET District Program IP, as applicable;
 - (b) MEMBER SCHOOL discloses, duplicates or otherwise uses in an unauthorized manner any material portion of the SOMERSET District Program IP or any other information provided by SOMERSET or otherwise made available to MEMBER SCHOOL as a member of the DISTRICT;
 - (c) MEMBER SCHOOL attempts to assign, sub-license, transfer or otherwise convey, without first obtaining SOMERSET’s written consent, any of the rights granted to MEMBER SCHOOL by or in connection with this Agreement;
 - (d) Without limiting SOMERSET’s rights to termination immediately for the reasons described in Section 6.6(a) above, MEMBER SCHOOL continues without cure after twenty-four (24) hours of learning of any material breach of any health or safety law, ordinance or regulation, or operates the Charter School in a manner that presents a health or safety hazard to students, faculty or other persons or administrators; or

- (e) Without limiting SOMERSET's rights to termination immediately for the reasons described in Section 6.6(a) above, MEMBER SCHOOL fails to comply with any other applicable federal, state or local law, ordinance or other regulation promulgated by any applicable municipal, state, federal or other governmental authority within ten (10) days after learning of such noncompliance;
- (f) MEMBER SCHOOL submits any materially false statement to SOMERSET, DISTRICT, AdvancED or any government regulator regarding MEMBER SCHOOL's obligations under this Agreement or otherwise in connection with the Charter School's operations or participation in the DISTRICT; or
- (g) MEMBER SCHOOL winds up, sells, consolidates or merges its operations or otherwise ceases to conduct operations of the Charter School as A SOMERSET Academy School.

6.6 Effect of Termination. Upon termination of this Agreement for any reason:

- (a) MEMBER SCHOOL's rights to use the Marks and any other SOMERSET District Program IP will terminate immediately, and MEMBER SCHOOL shall immediately cease and desist from all use of the Marks and SOMERSET District Program IP in connection with the operations of the Charter School or otherwise;
- (b) MEMBER SCHOOL shall immediately de-identify itself as a member of the DISTRICT, including, without limitation, removing all applicable signage and other identifying symbols from the Charter School, its curriculum and other Educational Materials, unless expressly agreed to in writing by SOMERSET, immediately changing MEMBER SCHOOL's corporate name to a name that does not include any of the Marks, or any portion of the Marks;
- (c) MEMBER SCHOOL, at its own cost and expense, shall immediately transfer to SOMERSET ownership of any registered names including or having a connection to SOMERSET or the licensed Marks;
- (d) MEMBER SCHOOL shall immediately (and in no event later than twenty four (24) hours after expiration or termination of the Membership Term), return to SOMERSET or destroy (as certified by MEMBER SCHOOL), at SOMERSET's direction, all Confidential Information including (all of which is acknowledged by MEMBER SCHOOL to be SOMERSET's property);
- (e) MEMBERS SCHOOL shall pay all sums owing to SOMERSET within five (5) days after the effective date of termination or expiration of this Agreement, or any later date that the unpaid amounts due to SOMERSET are determined. In the event of termination of the Membership Term for any default of MEMBER SCHOOL, such sums shall include, but not be limited to, all damages, costs and expenses, including reasonable attorneys' fees with respect to litigation and other proceedings, unpaid Annual Fees, and any other amounts due to SOMERSET; and
- (f) each party shall comply with all other applicable provisions of this Agreement which expressly or by their nature survive the expiration or termination of the Membership Term, each of which shall continue in full force and effect subsequent

to and notwithstanding its expiration or termination of the Membership Term and until they are satisfied in full or by their nature expire.

6.7 RESERVED.

6.8 Force Majeure. Neither party shall be considered in default of this Agreement, if its performance of this Agreement is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either Party's control, and which cannot be overcome by reasonable diligence and without extraordinary expense.

6.9 Accrual of Fees. If SOMERSET terminates this Agreement during a School Year other than for convenience, SOMERSET shall have a right to collect and retain the entire Annual Fee for such School Year without otherwise limiting any other claim for damages. If SOMERSET terminates this Agreement during a School Year for convenience or if MEMBER SCHOOL terminates this Agreement for cause during a school year, the Annual Fee shall be prorated for the part of the year the Agreement was in effect without otherwise limiting either party's other claims for damages.

7. RECORDS AND REPORTING OBLIGATIONS.

7.1 Maintenance of Records. During the Membership Term, MEMBER SCHOOL shall maintain full, complete and accurate books, records and accounts in accordance with reasonable standards required by SOMERSET, including DISTRICT Standards. MEMBER SCHOOL shall make such books, records and accounts available to SOMERSET for auditing purposes as described in Section 7.2 below. MEMBER SCHOOL shall retain during the Membership Term, and for seven (7) years thereafter (unless otherwise required by applicable law), all books and records related to the Charter School including, without limitation, enrollment records, purchase orders, invoices and cash receipts and disbursement journals, general ledgers, and any other records designated by SOMERSET or required by law.

7.2 Audit Rights. At any time during the Membership Term and for a period of two (2) years thereafter, SOMERSET or its designated representatives will have the right to examine and audit MEMBER SCHOOL's records and/or its facilities, operations, and Educational Programs (including the right to visit, monitor and ensure the Charter School is complying with all DISTRICT Standards, policies and procedures during the Membership Term), upon not less than five (5) business days' prior notice and during MEMBER SCHOOL's normal business hours (except in the event of an emergency in which case no advanced notice shall be required and such examination may be performed at any reasonable time), with respect to any and all matters that relate to (a) determination of any of SOMERSET payments under this Agreement or (b) MEMBER SCHOOL's compliance with its obligations under this Agreement. The foregoing shall include the right for SOMERSET or its designated representatives to perform operational audits and inspections of the Charter School. If the audit or any other inspection should reveal that any payments to SOMERSET have been underpaid, then MEMBER SCHOOL shall immediately pay to SOMERSET the amount of the underpayment plus interest from the date such amount was due until paid at the rate of six percent (6%) per annum (or the highest rate allowed by the law if lower). The foregoing remedies shall be in addition to any other remedies SOMERSET may have.

7.3 **Guidance.** In addition, SOMERSET and its representatives may, in addition, from time to time, be available to render advice, discuss problems and offer general guidance and suggestions to MEMBER SCHOOL by telephone, e-mail, facsimile, newsletters and other methods (including as part of an operational audit) with respect to planning and operating the Charter School. SOMERSET's advice or guidance is generally based upon the experience of SOMERSET and its affiliates in operating charter schools and MEMBER SCHOOL shall hold SOMERSET and its representatives harmless from any liability that results in connection with any such advice and guidance.

8. ASSIGNMENT.

This Agreement may not be assigned or transferred, in whole or in part, by either party without the prior written consent of the other party.

9. WARRANTIES.

Each party represents and warrants to the other party that: (i) it is duly organized, validly existing, and its status is "active" under the laws of the state of its incorporation and has all power and authority to make this Agreement and to carry on its business as it is now being conducted and as it is presently proposed to be conducted; (ii) that the person(s) signing this Agreement on behalf of the party has the full power and authority to execute this Agreement; (iii) it has been represented by counsel in connection with the negotiation and execution of this Agreement and is satisfied with the representation; (iv) it is not in violation of any law, ordinance, or governmental rule or regulation to which it is subject and has not failed to obtain any license, permit, or other governmental authorization presently obtainable and necessary to the full performance of this Agreement; and (v) its execution of this Agreement and its performance of its obligations under this Agreement will not result in (A) the breach of any term or condition of, or constitute a default under, any term or condition of any contract, agreement, arrangement, or other commitment to which it is a party or by which it is bound (including any agreement not to compete and its organizational documents), or constitute an event which, with notice, lapse of time or both, would result in such a breach or event of default nor (B) to its knowledge, result in the violation by it of any applicable statute, rule, regulation, ordinance, code, judgment, order, injunction or decree. NEITHER PARTY MAKES ANY OTHER EXPRESS OR IMPLIED WARRANTY TO THE OTHER PARTY EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MEMBER SCHOOL ACKNOWLEDGES THAT NO REPRESENTATIONS, PROMISES, INDUCEMENTS, GUARANTEES, WARRANTIES CONDITIONS, OR ESTIMATES OF ANY KIND REGARDING FINANCING, PROFITS, PERFORMANCE, COSTS OR EXPENSES OF CHARTER SCHOOLS GENERALLY OR OF ANY SPECIFIC CHARTER SCHOOL WERE MADE BY OR ON BEHALF OF SOMERSET, WHICH HAVE LED MEMBER SCHOOL TO ENTER INTO THIS AGREEMENT. MEMBER SCHOOL UNDERSTANDS THAT WHETHER THE CHARTER SCHOOL SUCCEEDS IS DEPENDENT ON MULTIPLE FACTORS BEYOND SOMERSET'S CONTROL OR INFLUENCE.

10. GOVERNING LAW AND VENUE.

This Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Florida without regard to conflicts of laws principles. Any legal action taken or to be taken by either party regarding this Agreement or the rights and liabilities of the parties hereunder shall be brought only before a federal or state court of competent jurisdiction located within Miami-Dade County, Florida.

11. SEVERABILITY AND ENFORCEABILITY.

The terms of this Agreement are severable, and in the event that any specific term herein is determined to be unenforceable the remainder of the Agreement shall remain in full force and effect.

12. INDEMNIFICATION AND INSURANCE.

- 12.1 SOMERSET Indemnity. SOMERSET shall indemnify and hold harmless MEMBER SCHOOL and its directors, officers, employees, and agents from and against any and all third party claims, suits, actions, costs, damages, and liabilities or causes of action, including reasonable attorney's fees, arising out of SOMERSET's breach of its obligations under this Agreement.
- 12.2 MEMBER SCHOOL Indemnity. In addition to any other obligations under this Agreement to indemnify and hold SOMERSET harmless, MEMBER SCHOOL agrees to indemnify and hold harmless SOMERSET and DISTRICT their respective members, directors, officers, employees, and agents, from and against any and all claims, suits, actions, costs, damages, and liabilities or causes of action, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence of MEMBER SCHOOL the Charter School or any of their officers, directors, employees, contractors, subcontractors, or other agents in connection with or arising out of the Educational Programs, the use of the Marks, and any conduct contemplated by this Agreement; (b) disciplinary action or the termination of any employee of MEMBER SCHOOL or the Charter School; (c) any debt of MEMBER SCHOOL or the Charter School; (d) breach of this Agreement or violation of any law by MEMBER SCHOOL; and (e) personal injury, property damage, or violations of civil rights caused by or arising from the actions of MEMBER SCHOOL, the Charter School or their respective directors, officers, employees, contractors or agents; provided, that, in no event shall SOMERSET be entitled to any indemnification to the extent any such claim is the subject of an indemnifiable claim under Section 12.1 or was otherwise due to the negligence or willful misconduct of SOMERSET and DISTRICT their respective members, directors, officers, employees, and agents.
- 12.3 Procedures. Each party shall notify the other party of the existence of any third party claim, demand or other action that could give rise to a claim for indemnification under this Section (a "third-party claim") and shall give the other party a reasonable opportunity to defend the same at its own expense and with its own counsel, and the other party shall at all times have the right to participate in such defense at its own expense. If, within a reasonable amount of time after receipt of notice of a third-party claim, the other party shall fail to undertake to defend, the party giving notice of the third party claim shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the third-party claim for the account and at the risk and expense of the other party, which the other party agrees to assume. The parties shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a third-party claim.
- 12.4 Survival. The indemnity obligations in this Section 12 and otherwise stated in this Agreement shall survive the expiration or termination of this Agreement.
- 12.5 Insurance. MEMBER SCHOOL shall, at its sole expense, procure, maintain and keep in force the amounts and types of insurance required by the charter for the Charter School, the accreditation requirements for the Charter School and DISTRICT, and as otherwise required by law, including but not limited to Commercial and General Liability Insurance, Automobile Liability Insurance, Workers Compensation and Employer's Liability

Insurance, School Leader's Errors and Omissions Liability Insurance, Property Insurance, and other insurance reasonably required by DISTRICT (but no less than \$1 million per occurrence and \$5 million in total coverage). Each insurer must have a Best's Rating of "A" or better and a Financial Size Category of "VI" or better, according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company, or the insurer must be approved in writing by SOMERSET. SOMERSET and DISTRICT must be listed as additional insureds for all policies and must be given thirty (30) days written notice prior to the termination of any policy. The insurance shall commence prior to the commencement of the development and opening of the Charter School or operations as a SOMERSET Academy School, and shall be maintained in force, without interruption, until this Agreement is terminated, for a period of two (2) years thereafter.

- 12.6 Exclusion of Consequential and Other Indirect Damages. To the fullest extent permitted by applicable law, neither party shall be liable for any consequential, incidental, indirect, exemplary, and special or punitive damages whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages. THE LIMITATIONS ON LIABILITY SET FORTH IN THIS SECTION WILL NOT APPLY TO A MISUSE OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY OR ANY WILLFUL MISCONDUCT, GROSS NEGLIGENCE OR CRIMINAL ACTS.

13. CONFIDENTIALITY.

MEMBER SCHOOL acknowledges that SOMERSET will disclose or otherwise make available certain Confidential Information during the Membership Term, in connection with training, provision of educational guides and materials, as a result of guidance furnished to MEMBER SCHOOL and for other reasons as result of the Charter School's membership in the DISTRICT. MEMBER SCHOOL shall not acquire any interest in any such Confidential Information, other than the right to utilize it in the operation of the Charter School. MEMBER SCHOOL acknowledges that the use or duplication of the Confidential Information for any other purpose, or the unauthorized disclosure of any such Confidential Information, would constitute an unfair method of competition and would cause irreparable harm to SOMERSET, its affiliates and the DISTRICT, and therefore MEMBER SCHOOL shall: (a) hold all such Confidential Information in strict confidence; (b) take all steps necessary or appropriate to protect the confidentiality of the Confidential Information and to assure compliance with this Agreement by its Permitted Representatives (as defined below); (c) use such Confidential Information for the sole purpose of operating the Charter School in accordance with the terms and conditions of this Agreement; (d) restrict disclosure of such Confidential Information to those of its officers, directors, employees, professional advisors, agents and representatives (each a "*Permitted Representative*") with a need to know such information in accordance with the terms and conditions of this Agreement, and in each advise each such person of MEMBER SCHOOL'S confidentiality obligations herein and ensure that each such person is equally bound by confidentiality obligations no less stringent than those provided herein; and (e) not modify, reverse engineer, decompile, create other works from, or disassemble any such Confidential Information.

If MEMBER SCHOOL or any of its Permitted Representatives is required to disclose Confidential Information pursuant to judicial order or other compulsion of law, MEMBER SCHOOL will provide to SOMERSET prompt notice of such order, cooperate with SOMERSET to maintain the confidentiality of the Confidential Information, and comply with any protective order imposed on disclosure of the Confidential Information.

Attn: President/Chairperson

With a copy to (which shall not constitute notice to SOMERSET):

Charles A. Gibson, Esq.
3634 Grand Ave
Miami, FL 33133-4953

If to MEMBER SCHOOL: Somerset Academy of Las Vegas
Attn: Board Chair
6630 Surrey St.
Las Vegas, NV 89119

With a copy to: Somerset Academy of Las Vegas
c/o Academica Nevada
6630 Surrey St.
Las Vegas, NV 89119

or to such other address, and to the attention of such other persons or officers as either party may designate by written notice. Any notice so addressed and mailed shall be deemed duly given three (3) days after deposit in the United States mail, and if delivered by hand, shall be deemed given when delivered, and if sent by facsimile, shall be deemed given on the first business day immediately following transmittal.

19. EQUITABLE RELIEF.

Each party acknowledges that an actual or threatened violation of the covenants contained in Section 13 of this Agreement, as they related to both parties, or Section 2, 3 and 4, as they related to MEMBER SCHOOL and the Charter School, may cause the other party immediate and irreparable harm, damage and injury that cannot be fully compensated for by an award of damages or other remedies at law. Accordingly, in the event of such actual or threatened violation, the non-breaching party shall be entitled, as a matter of right, to seek an injunction or other equitable relief, including specific performance, from any court of competent jurisdiction restraining any further violation without any requirement to show any actual damage, irreparable harm or establish a balance of convenience, or to post any bond or other security. Such right to equitable relief shall be cumulative and in addition to, and not in limitation of, any other rights and remedies that the non-breaching party may have at law or in equity.

20. COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement. Confirmation of execution by electronic transmission of a facsimile or .pdf signature page will be binding upon any party so confirming.

21. ARTICLES AND OTHER HEADINGS; WAIVER OF JURY TRIAL.

The articles and other headings contained in this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of the terms of this Agreement. EACH PARTY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, WHETHER AT LAW OR EQUITY, BROUGHT BY EITHER OF THEM.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

By: _____
President
SOMERSET ACADEMY, Inc.

By: _____
Board Chair
Somerset Academy of Las Vegas

WITNESSED:

WITNESSED:

By: _____
(Print): _____

By: _____
(Print): _____

By: _____
(Print): _____

By: _____
(Print): _____

MIA_ACTIVE 4362655.4

EXHIBIT A

SOMERSET ACADEMY OF LAS VEGAS

Supporting Document

Meeting Date: February 2, 2021 Agenda Item: 13 – Discussion Regarding Board Meeting Schedule and Strategic Planning Meeting Schedule Number of Enclosures: 0
--

SUBJECT: Board Meeting & Strategic Planning Meeting Schedule

<input type="checkbox"/> Action
<input type="checkbox"/> Appointments
<input type="checkbox"/> Approval
<input type="checkbox"/> Consent Agenda
<input checked="" type="checkbox"/> Information
<input type="checkbox"/> Public Hearing
<input type="checkbox"/> Regular Adoption

Presenter (s): Gary McClain

Recommendation:

Proposed wording for motion/action:

Fiscal Impact: N/A

Estimated Length of time for consideration (in minutes): 7-10 Minutes

Background: The Board will discuss setting a regular date for Board and Strategic Planning meetings. The dates that were already on the calendar for the remainder of the school year are April 6, 2021 and June 1, 2021 .
--

Submitted By: Staff
