

**CHARTER CONTRACT**

**Between**

**Clark County School District**

**and**

**Innovations International Charter School of Nevada**

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# CHARTER CONTRACT

This agreement constitutes a Charter Contract (the "Charter Contract") executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between the Clark County School District (the "Sponsor") and the governing body of Innovations International Charter School of Nevada (the "Charter Board") (collectively, the "Parties") to establish and operate the Innovations International Charter School of Nevada (the "Charter School") in the State of Nevada.

## RECITALS

WHEREAS, the Sponsor is authorized by the Legislature to sponsor charter schools pursuant to Nevada Revised Statute ("NRS") 388A.220; and

WHEREAS, the Parties previously entered into a Renewal Agreement for the operation of the Charter School for a term of six (6) years, beginning on July 1, 2012 and ending on June 30, 2018; and

WHEREAS, on May 26, 2017, Innovations International Charter School of Nevada submitted an application for renewal of their charter ("Charter Renewal Application"), on file with the CCSD Office of Charter Schools, the terms of which are incorporated by reference herein (subject to the terms and conditions outlined in this Charter Contract); and

WHEREAS, under NRS 388A.015, "Charter Contract" is defined as the contract executed between the governing body of a charter school and the sponsor of the charter school; and

WHEREAS, this Charter Contract is executed pursuant to NRS 388A.270 which provides that if the sponsor approves the application of a charter school it must negotiate and execute a "charter contract" with the governing body of the charter school; and

WHEREAS, under NRS 388A.270 and NRS 388A.273, the Sponsor has adopted a performance framework ("Performance Framework") and incorporated the Performance Framework into this Charter Contract as set forth in the CCSD Sponsorship Guide attached as Exhibit 1; and

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

WHEREAS, the Parties now seek to enter into a Charter Contract for a term of six (6) years, beginning on July 1, 2017, and terminating on June 30, 2023, unless earlier terminated as provided herein; and

WHEREAS, the Clark County School District Board of Trustees is set to approve the Charter Contract at a Board meeting on June 29, 2017, and to give authority to the Superintendent to execute the Charter Contract on behalf of the Board of Trustees;

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



## **Part 1: Continued Operation of the School**

### **1.1 Continued Operation**

- 1.1.1 This Charter Contract is entered into between the Sponsor and the Charter Board to establish and operate the Charter School in the State of Nevada.
- 1.1.2 As authorized by NRS 388A.270, the Sponsor hereby authorizes the continued operation of the Charter School for a term of six (6) years with the aforementioned conditions, and in accordance with the terms and conditions set forth in this Charter Contract.
- 1.1.3 On or before June 30 immediately preceding the final school year in which the Charter School is authorized to operate under this Charter Contract, the Sponsor will submit to the Charter Board a written report summarizing the performance of the Charter School. The Charter School shall submit an application for renewal to the Sponsor on or before October 15 of the final school year in which the Charter School is authorized to operate. (NRS 388A.285) These dates may be extended upon mutual agreement of the Parties.

### **1.2 Parties**

- 1.2.1 The person authorized to sign the Charter Contract on behalf of the Charter Board and Charter School is the President of the Charter Board ("Charter School Representative").
- 1.2.2 The Charter School Representative affirms as a condition of this Charter Contract, that he/she is the above-described representative of the Charter School and has authority to sign this Charter Contract on behalf of the Charter Board and Charter School.
- 1.2.3 The person authorized to sign the Charter Contract on behalf of the Sponsor is the Superintendent of the Clark County School District. NRS 388A.270 also requires that before the Charter Contract is executed, the Sponsor must approve the Charter Contract at a meeting of the Board of School Trustees in accordance with Chapter 241 of NRS (open meeting law).

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

- 1.3.1 The Term of this Charter Contract shall be six (6) years in accordance with NRS 388A.270.
- 1.3.2 This Charter Contract is effective upon execution, and the term of the Charter Contract begins July 1, 2017, and will terminate on June 30, 2023, unless earlier terminated as provided herein.

### **1.4 General**

- 1.4.1 Pursuant to NRS 388A.095, the Charter School shall not operate for profit and may be incorporated as a nonprofit corporation pursuant to the provisions of Chapter 82 of NRS.
- 1.4.2 The Charter School certifies that all contracts obligating the Charter Board or Charter School have been and will be undertaken by the Charter School in accordance with NRS Chapter 388A.
- 1.4.3 The Charter School and its Charter Board shall operate at all times in accordance with all federal laws, Nevada Revised Statutes (NRS), Nevada Administrative Code (NAC), local ordinances, and sponsor policies applicable to charter schools.

- 1.4.4 The Charter School shall be deemed a public school subject to all applicable provisions of local, state and federal law and regulation, specifically including but not limited to health and safety, civil rights, student assessment and assessment administration, data collection, reporting, grading, and remediation requirements, except to the extent such provisions are inapplicable to charter schools.

**1.5 Charter School Governing Body**

- 1.5.1 The Charter School shall be governed by the Charter Board, and deemed a public body, in a manner that is consistent with the terms of this Charter Contract so long as such provisions are in accordance with applicable state, federal, and local law and regulation. (NRS 388A.320)
- 1.5.2 The Charter Board shall have final authority and responsibility for the academic, financial, and organizational performance of the Charter School, and the fulfillment of the Charter Contract, subject to monitoring and oversight by the Sponsor as set forth in this Charter Contract.
- 1.5.3 The Charter Board shall be the final Authority in matters affecting the Charter School, including but not limited to staffing, job titles, employee salary and benefits, financial accountability, and curriculum, subject to monitoring and oversight by the Sponsor as set forth in this Charter Contract.
- 1.5.4 The Charter Board shall ensure that the Charter School is in compliance with all federal laws, Nevada Revised Statutes (NRS), Nevada Administrative Code (NAC), local ordinances and Sponsor policies applicable to charter schools, including, but not limited to, the requirements set forth in NRS 388A.366.
- 1.5.5 The Charter Board shall act in accordance with and is subject to the Nevada Open Meeting Law (Chapter 241 of NRS), Public Records Law (Chapter 239 of NRS), and Nevada Local Government Purchasing laws (NRS 332.039 to 332.148).
- 1.5.6 The Charter Board shall, during each calendar quarter, hold at least one regularly scheduled public meeting in Clark County. (NRS 388A.320)
- 1.5.7 The Charter Board shall have Authority for and be responsible for policy and operational decisions of the Charter School, subject to monitoring and oversight by the Sponsor as set forth in this Charter Contract. The Charter Board shall govern the Charter School pursuant to the following terms and conditions:
- 1.5.7.1 Articles and/or Bylaws. The articles of incorporation, if applicable, and bylaws of the Charter Board shall provide for governance of the operation of the Charter School as a public charter school and shall at all times be consistent with all applicable law, regulation, and this Charter Contract. The articles of incorporation, if applicable, and bylaws are set forth in Exhibit #2 (initially or as amended, the "Articles and Bylaws") are incorporated herein by reference. Any modification of the Articles and Bylaws constitutes a material amendment of the Charter Contract and shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Sponsor.

1.5.7.2 Composition. The composition of the Charter Board shall at all times be determined by and consistent with the Articles and Bylaws and all applicable law and regulation (including NRS 388A.320 and NAC 386.345). The complete roster of the Charter Board ("Board Roster") as well as each member's affidavit, resume, proof of fingerprint submission, and Request for Information shall be maintained in the Sponsor's established document library. The Charter Board shall notify the Sponsor of any changes to the Board Roster and submit an amended Board Roster to the Sponsor within ten (10) business days of their taking effect.

1.5.7.3 Affiliation. Notwithstanding any provision to the contrary in the Charter Contract or the Articles and Bylaws, in no event shall the Charter Board, at any time, include more than two directors, officers, employees, agents or other affiliates of any single entity regardless of whether said entity is affiliated or otherwise partnered with the Charter School unless a waiver is granted under NRS 388A.243. The membership of the Charter Board may also not include an employee of the Charter Board or Charter School, including, without limitation, an administrator or teacher of the Charter School; a person who is related by blood or marriage to an employee of the Charter Board or Charter School; or a person who is related by blood or marriage to another member of the Charter Board. (NRS 388A.320 and NAC 386.345)

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

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

## **1.6 Location**

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

Innovations International Charter School of Nevada

Elementary: 1600 East Oakey Boulevard  
Las Vegas, NV 89104

Secondary: 950 East Sahara Avenue  
Las Vegas, NV 89104

## **1.7 Facilities**

1.7.1 The building(s) in which the Charter School is to be located, gymnasiums, playgrounds, sports/athletic fields, and parking structure/lot(s) shall be known as the Charter School Facilities (the "Facilities").

1.7.2 The Sponsor or its designee may, at the Sponsor's discretion, conduct health and safety inspections of the Facilities.

- 1.7.3 The Facilities shall meet all applicable building, health, sanitation, safety, and fire code requirements and shall conform with applicable provisions of the Americans with Disabilities Act and any other federal or state requirements applicable to public charter schools. In addition to the foregoing, the Charter School agrees to pay all costs related to compliance with federal requirements for asbestos management at the Charter School.
- 1.7.4 If the Charter School wishes to amend its Charter Contract, pursuant to NRS 388A.276 and 388A.279, to occupy new or additional Facilities, the Charter Board must submit to the Sponsor a written request for such an amendment, a copy of any proposed agreements, and must comply with applicable legal requirements including NAC 386.3265. The Sponsor may deny the request if the Sponsor determines the request is not compliant or complete, or the Charter School was not rated in the first, second, or third highest tier during the last rating of the charter school pursuant to the statewide system of accountability for public schools. (NAC 386.3265)
- 1.7.5 If the Charter School wishes to amend its Charter Contract, pursuant to NRS 388A.276 and 388A.279, to acquire a new or additional facility, the Charter Board must submit to the Sponsor a written request for approval of the acquisition. The request must be submitted before the Charter Board takes any action to acquire the facility. (NAC 386.3266)
- 1.7.5.1 The Sponsor may deny the request if the Charter School was not rated in the first, second, or third highest tier during the last rating of the charter school pursuant to the statewide system of accountability for public schools. (NAC 386.3266)
- 1.7.5.2 Pursuant to NRS 388A.279, the Sponsor must deny a request to amend the Charter Contract to acquire an additional facility to expand enrollment if the Sponsor determines that the Charter School is not meeting the requirements of the performance framework concerning academics, finances, or organization established pursuant to NRS 388A.273 or the Charter Board does not have a comprehensive and feasible plan to operate additional facilities.
- 1.7.6 The actions in Sections 1.7.4 and 1.7.5 shall constitute a material amendment of this Charter Contract and shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Sponsor.
- 1.7.7 In the event that legally viable Facilities and/or necessary certificates and permits are not in place, the Charter School may not provide instruction at the Facilities or otherwise admit pupils into the Facilities. In such event, the Sponsor reserves the right to enforce any of the consequences for failure to act in accordance with the material terms and conditions of this Charter Contract.
- 1.8 Charter School Independence**
- 1.8.1 In accordance with NRS 388A.369, the Sponsor may not assign any pupil who is enrolled in a public school or any employee who is employed in a public school to the Charter School. The Sponsor also may not interfere with the operation and management of the Charter School except as authorized by this Charter Contract, NRS Chapter 388A,

or any other statute or regulation applicable to the Charter School or its officers or employees.

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

## **Part 2: School Operations**

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

- 2.1.1 The Charter School shall maintain and implement policies and procedures to ensure that it complies with all applicable laws and regulations relating to the Nevada Open Meeting Law (Chapter 241 of NRS) and the Public Records Law (Chapter 239 of NRS).

### **2.2 Records Retention**

- 2.2.1 The Charter School shall maintain and implement policies and procedures to maintain student records in accordance with applicable laws including NAC 386.360.
- 2.2.2 The Charter School also must maintain and implement a records retention policy in accordance with the Local Government Records Retention Schedules published by the Nevada State Library and Archives. (NRS 239.125)

### **2.3 Mission Statement**

- 2.3.1 The Charter School's mission statement (initially or as amended, the "Mission Statement") shall be as presented in the approved Charter Application appearing in Charter Application and/or Charter Renewal Application on file with the CCSD Office of Charter Schools and incorporated by reference herein. Any change to the Mission Statement shall be a material amendment to this Charter Contract and shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Sponsor.

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

- 2.4.1 The Charter School shall provide instruction to pupils in such grades and numbers in each year of operation under the Charter Contract as identified in the Charter Application or Charter Renewal Application appearing in Charter Application and/or Charter Renewal Application on file with the CCSD Office of Charter Schools.
- 2.4.2 The Charter School may modify the number of students in any particular grade, and number of students within a class, to accommodate staffing exigencies and attrition patterns provided such modifications are consistent with this Charter Contract, and subject to the limitations of Section 2.4.3 below.
- 2.4.3 The following actions related to enrollment shall be a material amendment of this Charter Contract and shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Sponsor: (NRS 388A.279)
- 2.4.3.1 Expanding the Charter School to offer instruction in grade levels for which the Charter School does not already offer instruction;
- 2.4.3.2 Increasing the total enrollment of the Charter School or the enrollment of pupils in a particular grade level in the Charter School for a school year to more than 120

- percent of the enrollment prescribed in the Charter Contract for that school year;
- 2.4.3.3 Eliminating one or more grade levels for which the Charter School provides instruction or other educational services;
  - 2.4.3.4 Reducing the total enrollment of the Charter School or the enrollment of pupils in a particular grade level in the Charter School for a school year to less than 80 percent of the enrollment prescribed in the Charter Contract for that school year;
  - 2.4.3.5 Seeking to acquire an additional facility in any county of the State of Nevada to expand the enrollment of the Charter School; or
  - 2.4.3.6 Consolidating the operations of multiple charter schools pursuant to NRS 388A.282.
- 2.4.4 Pursuant to NRS Chapter 388A.279, the Sponsor must deny a request to amend the Charter Contract in the manner described in Section 2.4.3.5 to acquire an additional facility to expand enrollment if the Sponsor determines that the Charter School is not meeting the requirements of the performance framework concerning academics, finances, or organization established pursuant to NRS 388A.273 or the Charter Board does not have a comprehensive and feasible plan to operate additional facilities. (See also Section 1.7.5 above.)
- 2.4.5 Any authorization to expand may require the Charter School to demonstrate satisfactory academic and financial performance, and organizational compliance.

## **2.5 Non-discrimination**

- 2.5.1 The Charter School or Charter Board shall not discriminate against any student, employee or other person on the basis of age, race, color, creed, ethnicity, national origin, ancestry, sex, gender identity or expression, sexual orientation, marital status, religion, disability, need for special education services, income level, athletic ability, proficiency in the English language or any other grounds that would be unlawful if done by any other public school. It shall take all steps necessary to ensure that discrimination does not occur, as required by federal civil rights law.

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

- 2.6.1 The Charter School shall make student recruitment, admissions, enrollment and retention decisions in a nondiscriminatory manner and without regard to race, color, creed, national origin, ancestry, sex, gender identity or expression, sexual orientation, marital status, religion, disability or need for special education services. In no event may the Charter School limit admission based on race, ethnicity, national origin, sex, gender identity or expression, sexual orientation, disability, income level, athletic ability, or proficiency in the English language, except as authorized by NRS 388A.453.
- 2.6.2 The Charter School shall adopt and adhere to a Truancy and Absence Policy pursuant to NAC 386.180(5).
- 2.6.3 Except as provided for in NRS 388A.453, 388A.456, 388A.336, and Sections 2.6.4 and 2.6.5 of this Charter Contract, the Charter School must enroll pupils who are eligible for enrollment in the order in which the applications are received. If there are more applications to enroll in the charter school than there are spaces available, the Charter

school must determine which applicants to enroll on the basis of a lottery system (random selection process).

2.6.4 The Charter School must enroll pupils who are eligible for enrollment who reside in the Clark County School District before enrolling pupils who reside outside the District (except for a program of distance education). (NRS 388A.453)

2.6.5 Pursuant to NRS 388A.453 and 388A.456, the Charter School may give enrollment preference based upon criteria established in law and regulation. Should state laws or regulations be amended to alter the nature or application of enrollment preferences, the Charter School shall comply therewith upon the effective date of the changes. Before the Charter School enrolls pupils who are eligible for enrollment pursuant to NRS 388A.453, the Charter School may enroll a child who:

2.6.5.1 Is a sibling of a pupil currently enrolled;

2.6.5.2 Was enrolled in a tuition-free prekindergarten program at the Charter School or affiliated program with the Charter School;

2.6.5.3 Is a child of a person who is:

2.6.5.3.1 Employed by the Charter School;

2.6.5.3.2 A member of the Committee to Form the Charter School;

2.6.5.3.3 A member of the Charter Board; or

2.6.5.3.4 Who resides on or is employed on the federal military installation, if the charter school is located on a federal military installation.

2.6.5.4 Is in a particular category of at-risk and the child meets the eligibility requirements prescribed by the Charter School for that particular category;

2.6.5.5 At the time his or her application is submitted, is enrolled in a public school of a school district with an enrollment that is more than 25 percent over the public school's intended capacity (within this category, the Charter School must enroll pupils who reside within 2 miles of the Charter School before enrolling other pupils);

2.6.5.6 At the time his or her application is submitted, is enrolled in a public school that received an annual rating established as one of the two lowest ratings possible indicating underperformance of a public school for the immediately preceding school year (within this category, the Charter School must enroll pupils who reside within 2 miles of the charter school before enrolling other pupils); or

2.6.5.7 Resides within the school district and within two (2) miles of the Charter School if the Charter School is located in an area that the Sponsor determines includes a high percentage of children who are at-risk.

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

2.7.1 The Charter School shall not charge tuition or fees of any kind as a condition of enrollment. The Charter School may not impose any fees that a school district would be prohibited by applicable law or regulation from imposing.

2.7.2 Nothing in this section shall be interpreted to prohibit the Charter School from imposing tuition or fees that a school district would be permitted to impose. (NRS 388A.366)

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

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

- 2.8.1 The Charter School shall adopt a school calendar with an instructional program to provide annually at least as many days of instruction as are required of other public schools located in the same school district as the Charter School is located, unless written approval from the Superintendent of Public Instruction provides for a waiver of this requirement. (NRS 388A.366)

## **2.9 Student Conduct and Discipline**

- 2.9.1 The Charter School shall adopt and adhere to a student discipline policy (the “Discipline Policy”) pursuant to NRS 388A.495 and regulation.
- 2.9.2 The Charter School may not remove, withdraw, suspend or expel a pupil against a parent’s wishes for reasons other than the reasons for suspension or expulsion stated in NRS 392.4655 – 392.467 or other applicable statute or regulation. Those reasons are battery on an employee of the school, possession of a firearm or dangerous weapon, sale or distribution of a controlled substance, or status as a habitual disciplinary problem as defined by NRS 392.4655. Any amendment to NRS 392.4655 shall be incorporated into this Charter Contract as of its effective date.
- 2.9.3 The Charter School may not require pupils or their parent or guardian to sign “contracts,” “commitments,” or other documents that can result in the removal, withdrawal, suspension or expulsion of the pupil from the school for reasons other than the reasons for suspension or expulsion stated in NRS 392.466.
- 2.9.4 Nothing in this section precludes the Charter School from withdrawing a pupil from the Charter School consistent with applicable law and regulation. Any removal of a pupil from the Charter School against the wishes of the parent or guardian must comply with NRS 392.467 and NRS 388A.495.
- 2.9.5 The withdrawal of any student from the Charter School shall be entered into Infinite Campus and reported to the Sponsor.
- 2.9.6 In the event a student is expelled, that charter school will provide equivalent services to the student. If the expelled student returns to the Clark County School District, the placement of the student will be made in consultation with the CCSD Educational Services Division.

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

- 2.10.1 Nothing in this Charter Contract shall be interpreted to prevent the Charter School from entering into a contract or other agreement related to the operation of the school. The Charter School shall include in any agreement or contract entered into that the provisions of any such agreement are enforceable only to the extent they are compliant with applicable law and regulation. The Charter Board is responsible for ensuring that all contracts or other agreements are compliant with existing law and regulation.
- 2.10.2 The Charter School acknowledges that it has no authority to enter into a contract that would bind the Sponsor. The Charter School agrees that it will not extend the faith and



credit of the Sponsor to any third person or entity. The Charter School shall clearly indicate to vendors and other entities and individuals with which or with whom the Charter School enters into an agreement or contract for goods or services that the obligations of the Charter School under such agreement or contract are solely the responsibility of the Charter School and are not the responsibility of the State of Nevada, the Sponsor, or the Department of Education.

2.10.3 If the Charter School intends to amend an existing Facility lease, enter a new Facility lease, occupy a new or additional Facility, acquire a new or additional Facility, purchase real property or buildings, enter a loan agreement, or enter a bond purchase/loan agreement the Charter School must submit a written request in advance to the Sponsor and provide a copy of the agreement to the Sponsor for its review. These actions shall constitute a material amendment of this Charter Contract and shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Sponsor. The Charter School is responsible for obtaining its own legal advice regarding any of the aforementioned agreements. See also Section 1.7 of this Charter Contract for additional provisions related to Facilities.

**2.11 Contracts with a Contractor or Educational Management Organization (EMO)**

2.11.1 The following provisions apply to a contract or proposed contract between the Charter School and/or Charter Board and a contractor or an EMO (as defined by NRS 388A.393(2)):

2.11.1.1 Before the Charter Board enters a contract with an EMO or amends, renews, or terminates any such contract the Charter Board shall hold a public meeting that complies with Chapter 241 of NRS and a majority of the Charter Board must vote at the public meeting to approve the contract or amendment, renewal, or termination thereof. (NAC 386.402)

2.11.1.2 If the Charter Board votes to enter into or terminate a contract with an EMO, it is considered a material amendment of the Charter Contract, and the Charter Board must obtain written approval from the Sponsor before the Charter Board enters into or terminates the contract. (NAC 386.402)

2.11.1.2.1 Should the Charter School propose to enter into a contract with an EMO, the Charter School agrees to submit all information requested by the Sponsor regarding the management arrangement, including a copy of the proposed contract and a description of the EMO, with identification of its principals and their backgrounds.

2.11.1.3 If the Charter Board votes to amend or renew a contract with an EMO, the Charter Board must notify the Sponsor before the Charter Board amends or renews the contract. (NAC 386.402)

2.11.1.4 Any contract between the Charter School and a proposed contractor or EMO must comply with state and federal laws, including the provisions of NRS 388A.393, NAC 386.400, NAC 386.402, NAC 386.405, NAC 386.407.

2.11.1.5 At any time during the contract term, the Charter School shall comply with all Sponsor requests for information about the contractor or EMO that are reasonably

related to the Sponsor's duty to ensure that the Charter School is in compliance with all provisions of this Charter Contract, NRS 388A.393, NAC 386.400, NAC 386.402, NAC 386.405, NAC 386.407, or other applicable statutes and regulations.

- 2.11.1.6 In no event shall the Charter Board of the Charter School delegate or assign its responsibility for fulfilling the terms of this Charter Contract. (NRS 388A.393)
- 2.11.1.7 Any contract between the Charter Board and an EMO shall include a provision that requires the EMO to inform each person whom the EMO employs or hires and who provides a direct service to the Charter School that: (a) the person is not employed by the Charter Board; and (b) the provisions of NRS 388A.530 to 388A.544 do not apply to an employee of the EMO or any person hired by the EMO to perform a service to the Charter School, including, without limitation, the provision governing the status of employees of a charter school and their collective bargaining rights and benefits. (NAC 386.400)
- 2.11.1.8 Any management contract entered into by Charter School shall include an indemnification provision for the Charter School as follows: "The management company shall indemnify, save and hold harmless against any and all claims, demands, suits, actions, proceedings, losses, costs, judgments, damages, or other forms of liability to third parties, of every kind and description, actual or claimed, including but not limited to attorneys' fees and/or litigation expenses, including but not limited to injury to property or persons (including but not limited to civil rights violations), occurring or allegedly occurring, in connection with the operation of the Charter School, or from conduct committed or alleged to have been committed on the premises of the Charter School or by the Charter School, or from conduct committed by the management, or by its employees, officers, directors, subcontractors, or agents, during the term of this Charter Contract or any renewal thereof. Additionally, the management company shall defend the Sponsor in any such action or proceedings brought thereon. This provision shall survive the termination of this contract."

## **2.12 Operational Manual**

- 2.12.1 The Sponsor may request that the Charter School submit an operational manual outlining the key procedures as determined by the Sponsor. The operational manual and procedures must be followed by the Charter School.

## **2.13 Employment Matters**

- 2.13.1 All employees of the Charter School shall be deemed public employees. (NRS 388A.533) Employees of a contractor or EMO are not employed by the Charter School and are therefore not public employees. (NAC 386.400).
- 2.13.2 The Charter School agrees to comply with the provisions of NRS 388A.530 to 388A.544 regarding employment status and NRS 388A.518 regarding teacher licensure.
- 2.13.3 The Charter School, its employees, agents, or contractors are not employees or agents of the Sponsor. The Sponsor, its employees, agents, or contractors are not employees or agents of the Charter School. None of the provisions of this Charter Contract will be construed to create a relationship of agency, representation, joint venture, ownership, or

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

2.13.4 The Charter School shall have ultimate responsibility for employment, management, dismissal and discipline of its employees, including key personnel employed by an EMO. The Charter School will establish and implement its own dispute resolution process for employment matters.

2.13.5 The Charter School may not employ instructional personnel whose certificate or license to teach has been revoked or is currently suspended by the state board of education in this state or another state as per NRS 388A.524.

2.13.6 An employee of a charter school is eligible for all benefits for which the employee would be eligible for employment in a public school, including, without limitation, participation in the Public Employees Retirement System in a manner consistent with NRS 388A.541 and 388A.544. The Charter School agrees to provide documentation to the Sponsor on a quarterly basis evidencing that it has made the required contributions into the PERS system for each eligible employee.

2.13.7 The Charter School shall conduct criminal background checks and act in accordance with NRS 388A.515.

2.13.8 The Charter School shall maintain employee files as identified in the law and regulation which are subject to audit by the Sponsor or other appropriate entity.

## **2.14 Student Health, Welfare and Safety**

2.14.1 The Charter School shall comply with all applicable federal and state laws and regulations concerning student health, welfare, and safety, including but not limited to state laws regarding the reporting of child abuse, accident prevention and disaster response, and any applicable state and local regulations governing the operation of school facilities.

## **2.15 Safe and Respectful Learning Environment**

2.15.1 The Charter School shall comply with all laws relating to the provision of a safe and respectful learning environment, including, but not limited to, NRS 388.121 through 388.145.

## **2.16 Transportation**

2.16.1 If applicable, the Charter School shall be responsible for providing students transportation consistent with the plan proposed in the approved Charter Application appearing in Charter Application and/or Charter Renewal Application on file with the CCSD Office of Charter Schools and incorporated herein. All federal, state and local requirements regarding transportation of students will be met prior to services being offered.

2.16.2 The termination, change, or addition of transportation shall constitute a material amendment of this Charter Contract and shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Sponsor.

## **2.17 Parent Concern Process**

- 2.17.1 The Charter Board shall establish a procedure by which parents, community members and other interested parties may submit letters of concern (for which action is needed/requested) and a timeline by which such action will be taken. The procedures must be submitted to the Sponsor annually.

## **Part 3: Educational Program**

### **3.1 Design Elements**

- 3.1.1 The Charter School shall have control over and responsibility for delivery of the educational program and for attainment of the performance standards as set forth in the charter school performance framework which is found in the CCSD Charter School Sponsorship Guide attached as Exhibit #1, and which is incorporated herein. The Charter School shall have discretion to modify, amend, adapt, and otherwise change the educational program as it deems necessary to achieve the performance standards so long as such changes are consistent with the Charter Application and the Charter Contract.
- 3.1.2 In determining whether or not the Charter School complies with the essential terms of the educational program, the Sponsor will use the Charter Application (initial or as amended) as the basis to assess fidelity. The educational program must align with all federal, state and local laws, regulations and requirements.

### **3.2 Curriculum**

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

### **3.3 Student Assessment**

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

### **3.4 Special Education**

- 3.4.1 The Charter School shall provide services and accommodations to students with disabilities as set forth in the Charter Application and in accordance with any relevant policies thereafter adopted, as well as with all applicable provisions of the Individuals with Disabilities Education Act (20 U.S.C. § 1401 et seq.) (the "IDEA"), the Americans

with Disabilities Act (42 U.S.C. § 12101 et seq.) (the “ADA”), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) (“Section 504”), and all applicable regulations promulgated pursuant to such federal laws. This includes providing services to enrolled students with disabilities in accordance with the individualized education program (“IEP”) prescribed by a student’s IEP team. The Charter School shall comply with all applicable requirements of state law and regulation concerning the provision of services to students with disabilities. The Charter School is responsible, both financially and programmatically, for the response and resolution of special education administrative issues and proceedings, including, but not limited to, Due Process complaints and State complaints filed against them. The Charter School will also be responsible for producing and maintaining a detailed special education procedure manual.

### **3.5 English Language Learners**

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

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

### **4.1 Financial Management**

- 4.1.1 The Charter School shall control and be responsible for financial management and performance of the Charter School including budgeting and expenditures. The Charter School shall operate on a fiscal year that begins July 1 and ends June 30.
- 4.1.2 The Charter School shall be responsible for all costs associated with its school operations, including the cost of contracting for goods and services.
- 4.1.3 At all times, the Charter School shall maintain appropriate governance and managerial procedures and financial controls, including without limitation: (1) commonly accepted accounting practices and the capacity to implement them; (2) a bank account maintained within this State; (3) adequate payroll procedures; (4) an organizational chart; (5) procedures for the creation and review of monthly and quarterly financial reports, including identification of the individual who will be responsible for preparing such financial reports in the following fiscal year; (6) internal control procedures for cash receipts, cash disbursements, and purchases; (7) internal control procedures to ensure that no expenditures from an account will exceed the balance of that account; and (8) maintenance of asset registers and financial procedures for grants in accordance with applicable federal and state law. (NAC 387.600 to 387.780)

- 4.1.4 The Charter School shall undergo an independent financial audit conducted in accordance with governmental accounting standards and GASB #34 performed by a certified public accountant each fiscal year. The results of the audit will be provided to the Sponsor in written form in accordance with the date established by law and regulation. The Charter School shall pay for the audit. (NAC 387.600 to 387.780) Among other things, the audit must include an analysis of and findings on compliance with the performance indicators for finances set forth in the performance framework of the Charter School. (NAC 387.775)
- 4.1.5 The Charter School shall prepare quarterly financial reports for the Sponsor in compliance with this Charter Contract. Such reports shall be submitted to the Sponsor no later than fifteen (15) days following the end of each quarter, and as defined in the law and regulation, with the ability of the Sponsor to grant an extension to 45 days if requested by the Charter School. Financial reports will encompass all elements of the financial performance framework as required by the Sponsor.
- 4.1.6 The Charter School agrees to maintain financial records in accordance with the governmental accounting method required by the Nevada Department of Education (the "Department") and/or Sponsor and to make such records available upon request.
- 4.1.7 The Charter School shall use and follow the chart of accounts and any grant codes as defined by the Department in the Nevada Common Elements for Accounting and Reporting K-12 Educational Finances.
- 4.1.8 The Charter School shall assure that all financial records for the school are maintained, posted and reconciled at least monthly, and are open for public inspection during reasonable business hours.
- 4.1.9 The Charter School shall establish procedures for ensuring that funds are disbursed for approved expenditures consistent with the Charter School's budget.
- 4.1.10 Pursuant to NAC 387.770, the Charter School shall maintain a complete and current inventory of all school property and shall perform a physical inventory annually. Any asset acquired by the Charter School is the property of the Charter School for the duration of the Charter Contract and any subsequent renewals. The Charter School shall take reasonable precautions to safeguard assets acquired with public funds. The Charter School shall manage all assets consistent with the requirements of applicable law and regulation, including without limitation NRS 388A.306, NAC 386.335, NAC 386.342, and NAC 387.600 to 387.780.
- 4.1.11 Pursuant to NAC 387.770, records must identify the source of the money used to purchase the property, equipment, or inventory or must identify the person who donated the property, equipment or inventory. If the Charter School's records fail to establish clearly whether an asset was acquired with the use of public funds, the assets shall be deemed to be public assets.
- 4.1.12 The Charter School shall comply with other requirements as may be imposed through state law or regulation, from time to time, on charter school finances, budgeting, accounting, and expenditures, provided that the Sponsor shall provide reasonable technical assistance regarding material changes to state law and regulation, and the

Parties will collaborate to assure that they each remain reasonably current on the impact of any modifications on charter schools. The Parties agree that the Charter School retains primary responsibility for compliance with state law and regulation.

- 4.1.13 The Charter School is solely responsible for all debt it incurs. The Sponsor is not responsible for any debts incurred by the Charter School, including, but not limited to, any debts remaining upon the closure of the Charter School. The Sponsor shall not be contractually bound on the Charter School's account to any third party. The above statement shall be a provision of any and all contracts entered into by the Charter Board or the Charter School.

#### **4.2 Budget**

- 4.2.1 In accordance with law and regulation, the Charter School shall submit to the Department and the Sponsor the school's tentative budget for the upcoming fiscal year and the Charter School shall submit to the Department and the Sponsor the school's final budget for the upcoming fiscal year. The budget shall:

- 4.2.1.1 Be presented on forms prescribed by the Nevada Department of Taxation; and  
4.2.1.2 Not provide for expenditures, inter-fund transfers, or reserves in excess of available revenues plus beginning fund balances.

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

- 4.3.1 The Charter School shall receive, directly from the Department, state and local aid based on applicable laws and regulations.  
4.3.2 The Charter School shall maintain and transmit all necessary student information in the format prescribed by the Department to evidence enrollment and attendance of students for purposes of receiving state aid. The Charter School will receive state payment from the Distributive School Account directly from the Department, based on applicable laws and regulations. (NRS 388A.411).

#### **4.4 Sponsor Funding**

- 4.4.1 The yearly sponsorship fee to be paid by the Charter School to the Sponsor must be in an amount of money not to exceed two (2) percent but at least one (1) percent of the total amount of money apportioned to the Charter School during the school year pursuant to NRS 387.124. (NRS 388A.414)  
4.4.2 The Sponsor shall notify the Charter School in February of the fee anticipated to be charged pursuant to NRS 388A.414 in the following fiscal year.

#### **4.5 Purchase of School District Services**

- 4.5.1 Except as may be expressly provided in this Charter Contract, as set forth in any subsequent written agreement between the Charter School and the Sponsor pursuant to NRS 388A.378, 388A.381, 388A.384, or as may be required by law, neither the Charter School nor the Sponsor shall be entitled to the use of or access to the services, supplies, or facilities of the other.  
4.5.2 Any service agreements between the Sponsor and the Charter School shall be subject to all terms and conditions of this Charter Contract, except as may be otherwise agreed in writing. The purchase of any services not expressly required under this Charter Contract or set forth in any subsequent written agreement between the Charter School and the

Sponsor or required by law, shall not be a condition of the approval or continuation of this Charter Contract.

4.5.3 Through separate agreement, at the Sponsor's discretion, the Charter School may negotiate for the purchase, at cost, of available services (NRS 388A.378, 388A.381, 388A.384):

4.5.3.1 Transportation. In the event transportation services are requested by the Charter School, an agreement may be negotiated which requires, among other things, the payment of the costs associated with obtaining such services. The Charter School agrees that it will indemnify the Sponsor for liability resulting from the provision of the transportation services.

4.5.3.2 Food Services. In the event food services are requested by the Charter School, an agreement may be negotiated which requires, among other things, the payment of the costs associated with obtaining such services. The Charter School agrees that it will indemnify the Sponsor for liability resulting from the provision of food services.

4.5.3.3 Other Services which may be mutually agreed upon.

4.5.4 Through separate agreement, the Charter School may request that the Sponsor provide school police officers pursuant to NRS 388A.378 and 388A.384. The agreement will provide for payment by the Charter School for police officers by the Sponsor in an amount not to exceed the actual cost of providing the officers, including, without limitation, any other costs associated with providing the officers. Such an agreement must be entered into between the Charter School and the Sponsor no later than March 15 for the next school year and must provide for the provision of school police officers for not less than 3 school years. As provided by the NRS, the Sponsor is immune from civil and criminal liability for any act or omission of a school police officer that provides services to the Charter School pursuant to the agreement.

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

### **5.1 Insurance**

5.1.1 The Charter School shall provide and maintain, at its sole expense without reimbursement, adequate insurance, pursuant to NRS 388A.366 and NAC 386.215, necessary for the operation of the school, including but not limited to, property insurance, general liability insurance, industrial insurance (workers' compensation insurance), umbrella liability insurance, educators' legal liability insurance, employment practices liability insurance, employment benefits liability insurance (including PERS contributions), unemployment compensation insurance, motor vehicle insurance, errors and omissions insurance covering the Sponsor and Charter Board, and (if applicable) liability insurance for sports and athletic participation.

5.1.2 Pursuant to NAC 386.217, the Charter School shall also maintain one of the following:



5.1.2.1 Insurance that includes coverage for the payment of, or a reserve fund that must be used exclusively for the payment of:

5.1.2.1.1 Any compensatory damages and fees and costs for legal services that the charter school may be required to pay the parent of pupil who files a due process complaint pursuant to NAC 388.306; and

5.1.2.1.2 The expenses of the hearing officer and any other expenses relating to a hearing described in NAC 388.306.

5.1.3 The Sponsor shall be named as additional insured under all insurance policies identified under NAC 386.215 and 386.217.

5.1.4 Should the State legislature or State Board of Education change the amount and/or type of insurance coverage required, the Charter School shall take necessary steps to ensure compliance with the law or regulation within thirty (30) days of receiving notice by the Sponsor of such change.

5.1.5 The Charter School agrees to provide proof of insurance to the Sponsor on an annual basis.

## **5.2 Liability**

5.2.1 As required by NRS 388A.366, the Charter School agrees that the Sponsor is not liable for the acts or omissions of the Charter School, its officers, agents, or employees. The Charter School agrees to defend, indemnify, and hold the Sponsor, its Board of Trustees, its agents and employees, harmless from all liability, claims and demands on account of contract, injury, loss or damage, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, employment practices or benefits, or any other losses of any kind whatsoever which arise out of or are in any manner connected with the Charter School's operations.

5.2.2 The Charter School agrees it is solely responsible for all debts incurred in the operation of the Charter School as set forth in Section 4.1.13 of the finance provisions of this Charter Contract.

5.2.3 If the Charter School files a voluntary petition for bankruptcy or is declared bankrupt during a school year, neither the State of Nevada nor the Sponsor may be held liable for any claims resulting from the bankruptcy pursuant to NRS 388A.423.

## **5.3 No Private Cause of Action Against the Sponsor**

5.3.1 The Charter School agrees that the powers and duties of the Sponsor do not create a private cause of action against the Sponsor, including, but not limited to, claims related to the renewal of the Charter School, revocation of the Charter Contract, or actions related to the monitoring of the Charter School. (NRS 388A.223)

## **5.4 No Third Party Rights**

5.4.1 This Charter Contract is made for the benefit of the Sponsor and the Charter School, and not for the benefit of any outside party or for persons who are not parties to this Charter Contract. See also Section 12.14.1 below.

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

### **6.1 Charter School Reporting**

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

### **6.2 Additional Reporting**

- 6.2.1 The Charter School shall be responsible for additional reporting as required for compliance with state law and regulation, federal requirements, and other applicable external reporting requirements.
- 6.2.2 The Charter School shall provide a copy of any and all correspondence with the Nevada Department of Education to the Sponsor.
- 6.2.3 The Charter School shall inform the Sponsor of any gifts, donations, grants, etc. received for the Charter School.

### **6.3 Sponsor Reporting**

- 6.3.1 The Sponsor shall produce and make available reports to the Charter School in a manner consistent with the law and regulation.

## **Part 7: Oversight**

### **7.1 Sponsor Oversight Duties and Powers**

- 7.1.1 Pursuant to NRS 388A.223 and 388A.226, the Sponsor shall have broad oversight authority over the Charter School and may take all reasonable steps necessary to confirm that the Charter School is and remains in material compliance with this Charter Contract, the Charter Application, and applicable law and regulation. As set forth in NRS 388A.223(4), the provisions of this section do not establish a private right of action against the Sponsor. The Sponsor's oversight of the Charter School shall include, but not be limited to, the following activities:
  - 7.1.1.1 Oversight, intervention, renewal, termination, and closure processes and procedures for the Charter School;
  - 7.1.1.2 Establishing procedures for amending the Charter Contract and whether a request for such an amendment will be approved;
  - 7.1.1.3 Reviewing the performance and compliance of the Charter School within the terms of this Charter Contract and applicable federal laws, Nevada Revised Statutes (NRS), and Nevada Administrative Code (NAC);
  - 7.1.1.4 Ensuring the Charter School's compliance with reporting requirements;
  - 7.1.1.5 Monitoring the academic, legal, fiscal, and organizational condition of the Charter School;

- 7.1.1.6 Providing reasonable assistance and reasonable technical support to the Charter School on compliance and other operational matters, including the areas of academic, fiscal, and organizational performance;
- 7.1.1.7 Assessing the needs of the Charter School, with input from the Charter Board;
- 7.1.1.8 Determining whether the Charter Board should be reconstituted in accordance with NRS 388A.330;
- 7.1.1.9 Providing information to the Charter Board concerning the availability of money for the Charter School;
- 7.1.1.10 Providing access to the electronic data concerning pupils enrolled in the Charter School that is maintained pursuant to NRS 385A.800;
- 7.1.1.11 Providing appropriate information, education, and training concerning the applicable provisions of the charter school laws;
- 7.1.1.12 Providing the Charter School with an updated list of available substitute teachers within the school district;
- 7.1.1.13 Providing access to school buses for field trips, subject to appropriate fees as set forth in NRS 388A.378; and
- 7.1.1.14 Allowing pupils enrolled in the Charter School to participate in summer school or Internet-based credit recovery classes if space is available (the Sponsor will apply the same fees, if any, for participation of the pupils enrolled in the Charter School that it applies to pupils enrolled in the CCSD).

## **7.2 Inspection of Records**

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

## **7.3 Site Visits**

- 7.3.1 The Sponsor may, at its discretion, conduct school site visits at any time through coordination with the school's administration. Such site visits may include any activities reasonably related to fulfillment of its oversight responsibilities including, but not limited to, inspection of the facilities; inspection of records maintained by the Charter School; and, with the Charter School's administrative oversight, interviews of school and other stakeholders.

## **7.4 Notification**

- 7.4.1 The Charter School shall notify the Sponsor immediately of any conditions that it knows are likely to cause it to violate the terms of this Charter Contract or the Charter Application. Such notification shall not be construed as relief from the Charter School's responsibility to correct such conditions.
- 7.4.2 The Charter School shall notify the Sponsor immediately of any circumstances requiring the closure of the Charter School, including but not limited to natural disaster, other extraordinary emergency, or destruction of or damage to the school facility.
- 7.4.3 The Charter School shall immediately notify the Sponsor of the arrest or charge of any members of the Charter Board or any Charter School employee for a crime punishable

as a felony, any crime related to the misappropriation of funds or theft, any crime or misdemeanor constituting an act against a minor child or student, or of the investigation of a member of the Charter Board or any Charter School employee for child abuse.

7.4.4 The Charter School shall notify the Sponsor immediately of any change to its corporate legal status.

7.4.5 The Charter School shall notify the Sponsor immediately of any default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more.

7.4.6 The Charter School shall notify the Sponsor immediately if at any time the Charter School receives notice or is informed that the Charter School or the Sponsor are parties to a legal suit.

## **7.5 Intervention**

7.5.1 Consistent with any oversight practices set out in this Charter Contract or the Charter School Performance Framework, the Sponsor shall follow a progressive system of notification and calls for corrective action on the part of the Charter School.

7.5.2 The Charter School agrees that it is responsible, both financially and programmatically, for the response and resolution of any complaints, concerns, or grievances filed against them, including, but not limited to, complaints filed with the Office for Civil Rights, the Nevada Attorney General's Office, and Equal Employment Opportunity Commission. The Sponsor is not liable for any such complaints, concerns, or grievances filed against the Charter School.

7.5.3 The Charter School shall promptly forward to the Sponsor any formal complaints or concerns received by the Charter School filed with or from the Office for Civil Rights, the Nevada Attorney General's Office, Equal Employment Opportunity Commission, and/or formal grievances filed by any party with the Charter Board. Such forwarding of complaints or concerns shall not relieve Charter School of the responsibility of resolving the complaints or concerns.

7.5.4 The Charter School shall indemnify the Sponsor for any costs, attorney fees, and/or financial penalties imposed on the Sponsor by state and/or federal authorities due to actions or omissions of the Charter School relative to regulatory compliance.

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

## **Part 8: Termination, Restart, or Reconstitution**

### **8.1 Termination or Restart Under NRS 388A.300**

8.1.1 In accordance with NRS 388A.300, the Sponsor shall terminate this Charter Contract or restart the Charter School under a new charter contract if the Charter School receives, in

any period of 5 consecutive school years, three annual ratings, established as the lowest rating possible indicating underperformance of a public school, as determined by the Nevada Department of Education pursuant to the statewide system of accountability for public schools.

8.1.2 The Charter School's annual rating pursuant to the statewide system of accountability based upon the performance of the Charter School for any school year before the 2015-2016 school year will not be included in the count of annual ratings for the purposes of Section 8.1.1.

8.1.3 If the Sponsor terminates or restarts this Charter Contract under NRS 388A.300, the Sponsor shall submit a written report to the Nevada Department of Education and the Charter Board setting forth the reasons for terminating or restarting the Charter School not later than 10 days after terminating or restarting the Charter School.

8.1.4 The provisions of NRS 388A.330 do not apply to the termination or restart of the Charter School pursuant to Section 8.1.1.

## **8.2 Termination or Reconstitution Under NRS 388A.330**

8.2.1 In accordance with NRS 388A.330, the Sponsor may reconstitute the Charter Board or terminate this Charter Contract before its expiration if the Sponsor determines that:

8.2.1.1 The Charter Board, Charter School, its officers or its employees:

8.2.1.1.1 Committed a material breach of the terms and conditions of the Charter Contract;

8.2.1.1.2 Failed to comply with generally accepted standards of fiscal management;

8.2.1.1.3 Failed to comply with the provisions of NRS Chapter 388A or any other statute or regulation applicable to charter schools; or

8.2.1.1.4 Persistently underperformed, as measured by the performance indicators, measures, and metrics set forth in the Charter School Performance Framework for the Charter School.

8.2.1.2 The Charter School has filed for a voluntary petition of bankruptcy, is adjudicated bankrupt or insolvent, or is otherwise financially impaired such that the Charter School cannot continue to operate.

8.2.1.3 There is reasonable cause to believe that reconstitution or termination is necessary to protect the health and safety of the pupils who are enrolled in the Charter School or persons who are employed by the Charter School from jeopardy, or to prevent damage to or loss of property of the school district or the community in which the Charter School is located

8.2.1.4 The committee to form the Charter School, charter management organization, or Charter Board has at any time made a material misrepresentation or omission concerning any information disclosed to the Sponsor;

8.2.1.5 The Charter School is a high school that has a graduation rate for the immediately preceding school year that is less than 60 percent;

8.2.1.6 The Charter School is an elementary school, middle school, or junior high school that is rated in the lowest 5 percent of elementary schools, middle schools, or junior high schools in the State in pupil achievement and school performance, as

determined by the Department pursuant to the statewide system of accountability for public schools; or

8.2.1.7 Pupil achievement and school performance at the Charter School is unsatisfactory as determined by the Department pursuant to criteria prescribed by regulation by the Department to measure the performance of any public school.

8.2.2 Before the Sponsor reconstitutes the Charter Board or terminates this Charter Contract, the Sponsor shall provide to the Charter School written notice of reconstitution or termination, which notice shall include a statement of the deficiencies or reasons upon which the action is based, and adhere to the process outlined in NRS 388A.330.

### **8.3 Other Remedies**

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

## **Part 9: Closure**

### **9.1 Closure**

9.1.1 In accordance with NRS 388A.306, if the Charter School ceases to operate voluntarily or if the Charter Contract is not renewed or is terminated and the Sponsor does not recruit a governing body of another charter school to operate another campus of the other charter school to replace the Charter School, the Charter Board shall cooperate fully with the Sponsor to ensure the orderly closure of the Charter School in a manner consistent with state law and regulation (NRS 388A.306 and NAC 386.335), including, but not limited to:

9.1.1.1 Providing appropriate notices, securing student records; assisting students with their enrollment in other schools; administrative responsibilities; financial responsibilities; and preserving financial records.

## **Part 10: Dispute Resolution**

### **10.1 Dispute Resolution**

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

For purposes of this section, a “dispute” is a disagreement over a material or non-material matter concerning the operation of the Charter School. In the event a dispute arises between the Charter School and the Sponsor or its staff, the Charter School shall submit, in writing, a statement outlining its complaint and proposed resolution to the Director of the Office of Charter Schools of the Sponsor or his/her designee for review. The Director will respond to the complaint and proposed resolution, in writing, within thirty (30) calendar days (which may be extended at the discretion of the Director) outlining whether or not he/she agrees with the complaint and whether he/she accepts the proposed resolution or offers an alternative resolution to the complaint. If the Charter School is not satisfied with the response from the Director, it may request that the Director and the Charter School hold a meeting and attempt in good faith to negotiate a resolution of the dispute. In the event these representatives are

unable to resolve the dispute informally, pursuant to this procedure, the complaint and proposed resolution will be submitted to the Clark County School District Board of Trustees for consideration and final decision at a public meeting. Any decision by the Clark County School District Board of Trustees is final.

## **Part 11: School Performance Standards and Review**

### **11.1 Performance Standards**

- 11.1.1 The Charter School Performance Framework is composed of indicators, measures, metrics, targets, and ratings to measure the academic, financial, organizational, and mission specific (if applicable), performance of the Charter School. Pursuant to NRS 388A.270 and 388A.273, the Performance Framework is incorporated into this Charter Contract and is found in the Clark County School District Charter School Sponsorship Guide, which is attached as Exhibit #1.
- 11.1.2 The Sponsor may, upon request of the Charter Board, include additional rigorous, valid, and reliable performance indicators, measures and metrics in the performance framework that are specific to the mission of the Charter School and that are consistent with NRS Chapter 388A. (NRS 388A.273)
- 11.1.3 If an application for renewal of a Charter Contract is approved, the Sponsor may review and revise the performance framework. Such revised performance framework shall be incorporated into the renewed Charter Contract. (NRS 388A.273)
- 11.1.4 The Charter School Performance Framework shall supersede and replace any and all assessment measures, educational goals and objectives, financial operations metrics, and organizational performance metrics set forth in the Charter Application, Charter Renewal Application, and not explicitly incorporated into the Charter School Performance Framework. The specific terms, form and requirements of the Charter School Performance Framework including any required indicators, measures, metrics, and targets, are determined by the Sponsor and will be binding on the Charter School.
- 11.1.5 The Charter Board shall, in consultation with the Sponsor, establish annual performance goals to ensure that the Charter School is meeting the performance indicators, measures, and metrics set forth in the performance framework in the Charter Contract. (NRS 388A.273)
- 11.1.6 According to the Charter School Performance Framework, the Charter School shall annually:
  - 11.1.6.1 Meet or exceed standards on the academic indicators;
  - 11.1.6.2 Demonstrate financial sustainability through meeting standards on the financial indicators;
  - 11.1.6.3 Operate in compliance with the terms and conditions of this Charter Contract, state and federal laws and regulations, and meet standards on annual performance audits; and
  - 11.1.6.4 If applicable, demonstrate sound performance on mission specific indicators.

## **11.2 Review of Charter School Performance and Reports**

- 11.2.1 On or before August 31 of each year, the Charter Board shall submit the information concerning the Charter School that is required pursuant to NRS 385.070 to the Sponsor for inclusion in the accountability report required by the section. (NRS 388A.348)
- 11.2.2 On or before November 1 of each year, the Charter Board shall submit to the Sponsor, the Superintendent of Public Instruction, and the Director of the Legislative Counsel Bureau a report as set forth in NRS 388A.345.
- 11.2.3 On or before October 1 of each year, the Sponsor must submit a written report to the Nevada Department of Education as set forth in NRS 388A.351.
- 11.2.4 Pursuant to NAC 386.410, the Sponsor must submit to the Nevada Department of Education a performance audit that reports the compliance of the Charter School with the Charter Contract and with the applicable statutes and regulations. The report of compliance must be submitted annually unless the Charter School satisfies the requirements of NRS 388A.405 to submit the performance audit every 3 years.
- 11.2.5 As part of the requirements of NRS Chapter 388A, NAC 386,410, and to fulfill its other Sponsorship duties, the Sponsor shall monitor, audit, and periodically report on the Charter School's progress in relation to the indicators, measures, metrics and targets set out in the Charter School Performance Framework. Such monitoring, auditing, and reporting shall take place at least annually (but may occur more frequently if a compliance concern arises).
- 11.2.6 The Charter School's performance in relation to the indicators, measures, metrics and targets set forth in the Charter School Performance Framework shall be used in the Sponsor's decisions regarding the Charter School including whether to renew the Charter Contract at the end of the term, amend the Charter Contract, reconstitute the Charter Board, restart the Charter, or terminate this Charter Contract.
- 11.2.7 The Parties intend that, where this Charter Contract references or is contingent upon state or federal accountability laws, that they be bound by any applicable modification or amendments to such laws upon the effective date of said modifications or amendments. The specific terms, form and requirements of the Charter School Performance Framework, may be modified or amended to the extent required to align with changes to applicable state or federal accountability requirements, as set forth in law. In the event that any such modifications or amendments are required, the Sponsor will use best efforts to apply expectations for school performance in a manner consistent with those set forth in the Charter School Performance Framework as initially established in the Charter Contract.

## **Part 12: Contract Construction**

### **12.1 Entire Charter Contract**

- 12.1.1 The Parties intend this Charter Contract, including all exhibits hereto, to represent a final and complete expression of their agreement, which shall be considered the Charter



Contract. All prior representations, understandings and discussions are merged herein, and no course of prior dealings between Parties shall supplement or explain any terms used in this document. The Parties recognize that amendments to this Charter Contract may be approved from time to time hereafter.

## **12.2 Authority**

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

## **12.3 Request for Amendment of the Charter Contract in General**

- 12.3.1 The Charter Board shall hold a public meeting that complies with the provisions of Chapter 241 of NRS before the Charter Board submits to the Sponsor a written request for an amendment to the Charter Contract. The Charter Board may not request an amendment unless a majority of members of the Charter Board vote to approve making the request. (NAC 386.325)

## **12.4 Material Amendments**

- 12.4.1 Material amendments, as determined by the Sponsor, require Sponsor approval. Any material amendment to this Charter Contract will be effective only if approved in writing by the Sponsor. The proposed amendment must be submitted in a manner consistent with applicable law and regulation. A material amendment shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Sponsor. Changes in operation that are considered material and require the Charter School to obtain an amendment to this Charter Contract include, but are not limited to, the following (NRS 388A.223(2)(d); NRS 388A.276; NRS 388A.279; and NAC 386.325 to 386.3269):

- 12.4.1.1 Changes to the name of the Charter School;
- 12.4.1.2 Change in the Charter School's location (change of site and/or adding or deleting sites);
- 12.4.1.3 Changes to the Bylaws and/or Articles of Incorporation;
- 12.4.1.4 Changes to the Mission Statement;
- 12.4.1.5 Changes to the Mission Specific performance indicators as set forth in Section 11.1.2;
- 12.4.1.6 Changes to the enrollment of the Charter School as set forth in Section 2.4.3;
- 12.4.1.7 Changes to the curriculum that are of such a nature to cause the curriculum within the Charter Application to cease to be in operation as set forth in Section 3.2.2.
- 12.4.1.8 Termination or change of transportation as set forth in Section 2.16.2.
- 12.4.1.9 Proposal to enter into a contract with an Educational Management Organization or termination of a contract with and Educational Management Organization;
- 12.4.1.10 Entering or amending a Facility lease, occupying a new or additional Facility, acquiring a new or additional Facility, purchasing real property or buildings, entering a loan agreement, or entering a bond purchase/loan agreement as set forth in Section 1.7 and Section 2.10.3; and

12.4.1.11 Consolidating the operations of multiple charter schools pursuant to NRS Chapter 388A.

## **12.5 Non-Material Change - Notification Required**

12.5.1 Changes to this Charter Contract listed below do not require amendment as described in NRS 388A.276 and 388A.279; rather, such changes shall be accomplished through written notification to the Sponsor. Changes requiring notification include, but are not limited to:

12.5.1.1 Mailing address, phone, or fax number of the Charter School;

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

12.5.1.3 Changes in the composition of the Charter Board.

## **12.6 Other Changes – Determination as Material Amendment or Non-Material Change**

12.6.1 The Charter School may, from time to time, contemplate a change to the Charter School that is not identified within this Charter Contract as a Material Amendment or as a Non-Material Change. In such an event, the Charter School is obligated to request, in writing, the determination of the Sponsor as to whether or not such a change is a Material Amendment that requires Sponsor approval (12.4) or is a Non-Material Change that only requires notification to the Sponsor (12.5). (NAC 386.3269) An amendment may not authorize an extension of the duration of the term of the written charter.

## **12.7 Material Breach**

12.7.1 A material breach is defined as a violation of this Charter Contract, or a violation of federal and state laws or regulations applicable to charter schools, which is substantial and significant as determined by the Sponsor.

## **12.8 Notice**

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

In the case of Clark County School District:

Director

4601 W. Bonanza Road

Las Vegas, NV 89107

In the case of Charter School:

Charter Board President

1600 East Oakey Boulevard

Las Vegas, NV 89104

## **12.9 Waiver**

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

#### **12.10 Non-Assignment**

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

#### **12.11 Applicable Law**

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

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

#### **12.12 Severability**

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

#### **12.13 Third Parties**

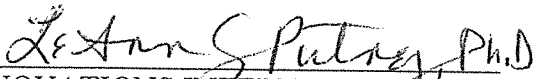
12.13.1 This Charter Contract shall not create any rights in any third parties who have not entered into this Charter Contract; nor shall any third party be entitled to enforce any rights or obligations that may be possessed by either party to this Charter Contract.

#### **12.14 Counterparts; Signatures**

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

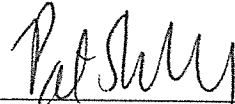
## Signature Page

IN WITNESS WHEREOF, the Parties have executed this Charter Contract.



INNOVATIONS INTERNATIONAL  
CHARTER SCHOOL OF NEVADA  
President, Charter Board

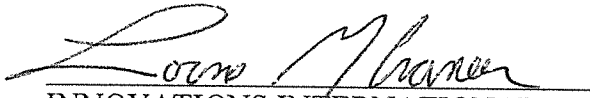
Date: 5-24-17



CLARK COUNTY SCHOOL DISTRICT  
Pat Skorkowsky  
Superintendent of Schools

Date: 7/5/17

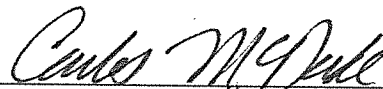
ATTEST:



INNOVATIONS INTERNATIONAL  
CHARTER SCHOOL OF NEVADA  
Charter Board Clerk

Date: 5/24/17

APPROVED AS TO FORM:



CLARK COUNTY SCHOOL DISTRICT  
Carlos L. McDade  
General Counsel

Date: 5.23.2017

## **EXHIBIT #1**

# **CCSD Charter School Sponsorship Guide**



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CLARK COUNTY

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SCHOOL DISTRICT

# Charter School Sponsorship Guide

## Introduction

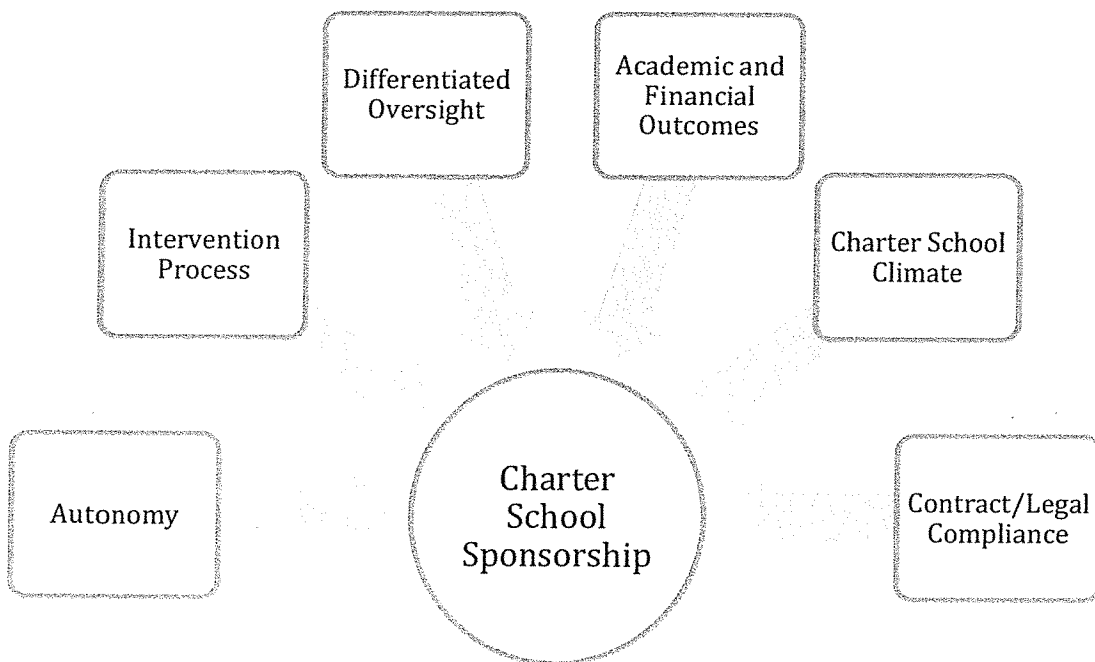
Nevada Revised Statutes (NRS 388A.273) states that a sponsor of a charter school must develop a charter contract which includes a performance framework for the charter school. This document describes charter school sponsorship elements and the accountability mechanism for all charter schools sponsored by the Clark County School District (CCSD).

This document outlines the following:

- Goal, objectives, and obligations
- Charter school performance framework
- Intervention process
- High-stake decisions

In addition to establishing performance criteria for charter schools, this document also ensures that the Clark County School District is accountable in its monitoring and compliance practices.

The Clark County School District is accountable for implementing a rigorous and fair oversight process that respects the autonomy that is vital to charter school success. This mutual obligation drives the charter school oversight process. This is a collaborative effort with the common goal of improving and influencing public education in Nevada by sponsoring public charter schools that ensure all students are college and career ready.



## **Sponsors Goal, Objectives, and Obligations**

### **Goal:**

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

### **Objectives:**

- Comply with Nevada Revised Statutes (NRS 388A.010 – 388A.110) and the Nevada Administrative Code (NAC 386.010-386.472)
- Develop and maintain a charter contract
- Develop and maintain a charter performance framework
- Clearly define standards
- Provide timely feedback
- Ensure transparency
- Provide objective information to schools, students, and families
- Provide differentiated oversight
- Ensure comprehensive information to guide charter renewal/revocation determinations

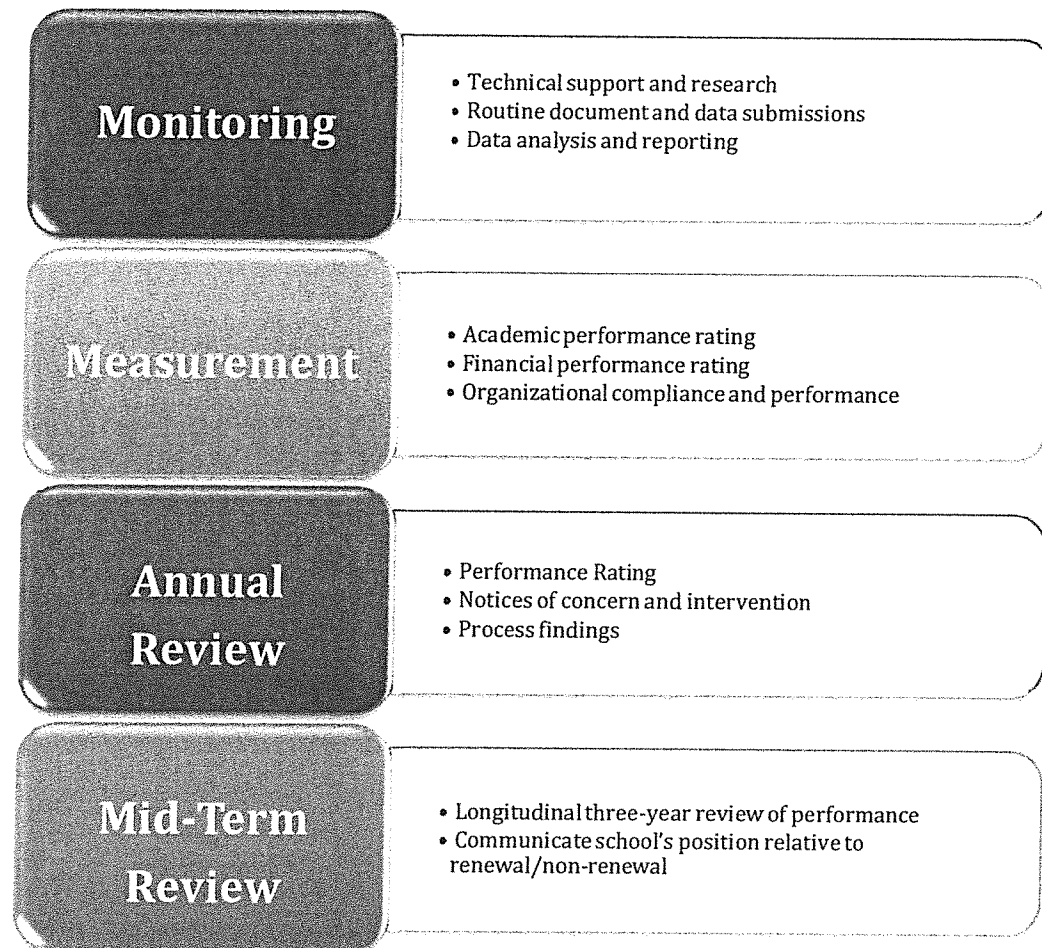
### **Obligations:**

- Clearly communicate standards and expectations to charter schools
- Conduct a transparent and consistent oversight process
- Conduct an oversight process that is respectful of school autonomy
- Emphasize student outcomes
- Oversee compliance and processes
- Provide fact-based feedback to all involved stakeholders



## Overarching Sponsoring Process

Charter school sponsorship is a dynamic process subject to continuous review and improvement. Below is a description of the overarching process that will be used.



## **Charter School Performance Framework**

Acknowledging that charter schools require autonomy in order to develop and apply the policies and educational strategies that maximize their effectiveness, the Charter School Performance Framework required by NRS 388A.273, provides the conditions to balance both accountability and autonomy. It provides charter school governing boards and leaders with clear expectations, fact-based oversight, and timely feedback.

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

- Comprehensive information for data-driven charter renewal and contract revocation/termination determinations
- Differentiated oversight based on each school's performance and progress
- Transparent communication with stakeholders regarding performance standards
- Objective information for students and families who want to learn more about the charter schools in their community
- The opportunity for charter schools to seek continuous improvement opportunities

### **Metric Components**

The Charter School Performance Framework is a metric to assess schools based on their ability to operate as sound, independent entities that successfully serve all students. The components strike the balance between easy-to-submit documents and data that provides fact-based insight on school performance.

**Academic** – Academic achievement determinations for all schools will be based on the performance indicators as stated in the Nevada School Performance Framework (NSPF).

**Financial** – The near term fiscal status of schools is assessed through four measures: 1) current ratio; 2) unrestricted days cash on hand; 3) enrollment forecast accuracy; and 4) debt default. The fiscal sustainability of schools is assessed through four different measures: 1) total margin; 2) debt to asset ratio; 3) cash flow; and 4) debt service coverage ratio. These measures will be evaluated quarterly and a profile published annually based on each school's audited financial statements. The Charter School Financial Performance Framework Workbook details the financial performance indicators.

**Organizational** – This area defines the operational standards to which a charter school should be accountable to its sponsor and the public. It is designed to assess schools relative to legal and ethical requirements outlined in the Nevada Revised Statutes and applicable federal regulations. The charter school annual performance audit details performance indicators. In addition, student reenrollment and attendance rate reporting will be analyzed.

## Performance Framework Rating Metric

Rating	Academics	Financial	Organizational
<b>Meets standards</b>	<b>3-stars or above</b>	<b>Meets standards in all areas</b>	<p>The school materially meets the expectations outlined in state of federal law, the annual performance audit, and the charter school performance contract</p> <p>The school has reported annual reenrollment</p> <p>The school has reported the rate of attendance</p>
<b>Does not meet standards</b>	<b>2-stars</b>	<b>Does not meet standards in more than one area</b>	<p>The school failed to implement the program in the manner described in the state of federal law, the annual performance audit, and the charter school performance contract; the failure(s) were material, but the board has instituted remedies that have resulted in compliance or prompt and sufficient movement toward compliance to the satisfaction of the authorizer. If the board has instituted remedies that have resulted in satisfactory compliance, the sponsor may choose to upgrade the rating to "meets standard."</p>
<b>Falls below standards</b>	<b>Any combination of 1-star at any school level</b>	<b>Falls below standards in more than one area</b>	<p>The school failed to implement the program in the manner described in state of federal law, the annual performance audit, and the charter school performance contract; the failure(s) were material to the viability of the school, or regardless of the severity of the failure(s), the board has not instituted remedies that have resulted in prompt and sufficient movement toward compliance to the satisfaction of the authorizer</p>

*Note: The Charter School Performance Framework will reflect the lowest rating in a given area. See Example - Charter School Performance Framework 2017-2018 (page 10).*

## Process Outline

**Collect and Monitor** - During the year, schools are required to submit a variety of documents and reports to the CCSD and the Nevada Department of Education. It is vital that this information is submitted by the given due date. These required submissions are often linked to funding allotments or state and federal reporting requirements.

**Analyze** - The annual review is a process that compiles data from the routine year-round submissions, NSPF, financial reports, annual compliance audit, and enrollment reports to provide an evaluation of school performance. In the annual review, each school will receive an academic, financial and organizational performance rating indicating status.

**Annual Report** – Per 388A.351, annual reviews will be provided to charter school boards and charter school administrators prior to October 1<sup>st</sup>. Additionally, reports will be provided to the State prior to October 1<sup>st</sup> of each year. Status indicators and reviews may be posted on the CCSD Office of Charter Schools website.

### **Process Timeline**

The charter school framework is implemented according to an annual timeline. The goal of the timeline is to set clear expectations for CCSD interactions with schools while standardizing the oversight process.

Beginning of school year:

- Schools receive the Reporting Requirements Manual from the CCSD Office of Charter Schools (OCS)
- Charter school board members and leaders contact the OCS with any questions

During school year:

- Schools submit the required documents listed in the Reporting Requirements Manual
- CCSD tracks submissions and school Performance Framework indicators
- Site visits from subject matter experts are conducted throughout the year
- If issues arise or deficiencies are observed, schools enter into the intervention process

End of school year:

- CCSD summarizes all collected school performance data which include academic, financial and organizational performance ratings
- CCSD provides an annual review that combines performance ratings, site visit information, and compliance data
- CCSD shares annual reviews with stakeholders

### **Intervention Process**

In the event a charter school is noncompliant regarding legal or contractual requirements, the school will enter into the intervention process. Typically, the intervention levels are entered in a progressive manner; however, depending on the severity of the violation, a charter school can enter directly into Level 2 or Level 3 of the intervention process.

**Level 1 – Notice of Concern** - The charter school will enter Level 1 of the intervention process if the Clark County School District receives a verified/credible concern or complaint regarding a violation of state or federal laws or the terms or conditions of the contract, or if regular oversight generates significant questions or concerns. CCSD may communicate with charter school leaders, parents, and any other necessary stakeholders to verify complaints or concerns. CCSD will contact the governing board president and school leaders to issue a formal notice of concern. The notice of concern will contain specific actions and due dates required to remedy the concern. If the concern is not remedied in the time allotted, the school progresses to Level 2 of the intervention process.

**Level 2 – Notice of Breach** - At Level 2, the charter school is issued a notice of breach. The notice of breach outlines the actions necessary to address the concern. The Clark County School District monitors the school's implementation of the steps required to resolve the

concern. Once the school has met the notice of breach requirements, they exit from Level 2 of the intervention process.

**Level 3 – Intent to Revoke Recommendation-** Failure to meet the requirements specified in Level 2 will result in the progression into Level 3 charter school revocation/termination recommendation review. The review may include additional visits to the school and/or an in-depth audit to assess financial and organizational health. Schools in Level 3 are at-risk of contract revocation/termination recommendation. Schools may also progress to Level 3 if they receive repeated notices of breach in the same school year. Initial findings from the revocation/termination recommendation review will determine whether a school enters into official revocation/termination proceedings or is granted a revised notice of breach, returning to Level 2.

### **High-Stakes Decisions**

The Clark County School District will consider the collective record of a school's academic, financial and organizational performance when making high-stakes decisions.

### **Contract Renewal**

The Performance Framework provides information necessary for the charter renewal recommendation. Decisions will be made in accordance with statutes and regulations and based on longitudinal information over a school's charter term. Once a school is recommended for renewal and approved by the Board of School Trustees, the school will receive a renewal term length of six years as defined by law.

### **Performance Expectations**

The charter school shall annually maintain a "meet standards" rating in the areas of academics, finance, and organizational performance as indicated below.

**Academic:** Schools shall meet or exceed standards on the Nevada School Performance Framework.

**Financial:** Schools shall meet standards on the sponsor's financial performance framework.

**Organization:** Schools shall meet standards in all the areas of state and federal laws and regulations, the annual performance audit, and the charter school performance contract. In addition, the school will ensure it reports student reenrollment and attendance.

### **Contract Termination**

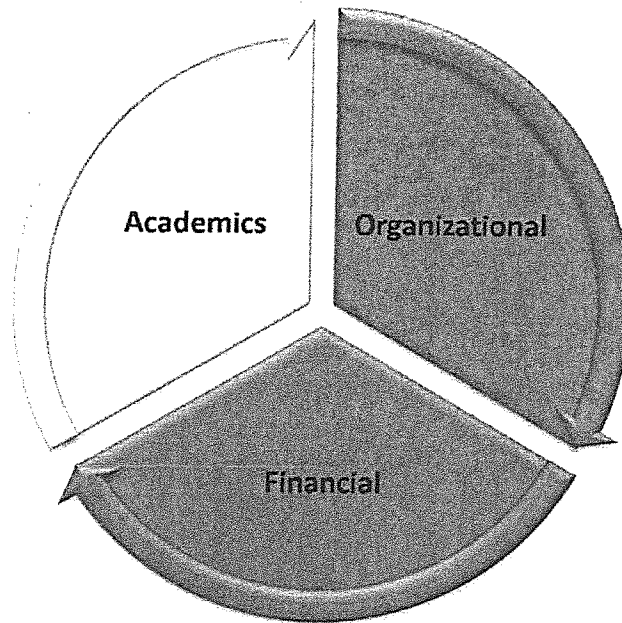
The following performance outcomes may be cause for recommended revocation/termination of a school's charter:

- **Auto-Termination Per NRS 388A.300** - As defined by NRS 388A.300, the sponsor of a charter school shall terminate the charter contract of the charter school or restart the charter school under a new charter contract if the charter school receives, in any period of 5 consecutive school years, three annual ratings established as the lowest rating possible indicating underperformance of a public school, as determined by the Department pursuant to the statewide system of accountability for public schools.

A charter school's annual rating pursuant to the statewide system of accountability based upon the performance of the charter school must not be included in the count of annual ratings for any school year on or before the 2015-2016.

- **Termination Per NRS 388A.330** - A charter school contract can be terminated if the school fails to comply with the terms and conditions of the required charter contract, federal laws, state laws and regulations.

**Example: Charter School ABC  
Performance Framework  
2017-2018**



Rating
Meets standards
Does not meet standards
Falls below standards

Academics	Financial	Organizational
K-5 Program 2-stars NSPF Score 35.7	Meets standards in all areas  Status is stable and sustainable	Annual Performance Audit Meets Standard
6-8 Program 3-stars NSPF Score 57.8		Annual Reenrollment Reported = Yes
9-12 Program 3-stars NSPF Score 55.8		Attendance Reported = Yes

Note: The Charter School Performance Framework will reflect the lowest rating in a given area.

## **EXHIBIT #2**

# **Innovations International Charter School of Nevada Articles and Bylaws**



**BYLAWS  
OF  
INNOVATIONS INTERNATIONAL  
CHARTER SCHOOL OF NEVADA**

Adopted by the Committee to Form  
July 06, 2004

**Amended by Governing Body 05-16-17**

## **ARTICLE I INTRODUCTION; LEGAL STATUS**

Section 1. Name, Location and Address. Innovations International Charter School of Nevada (hereinafter referred to as "Innovations"). Innovations is located at 1600 E. Oakey Blvd, Las Vegas, NV 89104

Section 2. Legal Status. Innovations is a charter school pursuant to Nevada Revised Statute (NRS) 388A.231, sponsored by the Clark County School District (CCSD). The Governing Board of Innovations is an independent body under the authorization of the Board of Trustees of the Clark County School District]. 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.

## **ARTICLE II PURPOSE AND MISSION**

Section 1. Purpose and Mission. The purpose of Innovations is to provide education to children from grade K to grade 12 and shall be operated exclusively for educational objectives and purposes. Innovations exists for the purpose of operating a charter school in the Las Vegas, Nevada area, and to engage in any other activity permissible; it is to ensure that high quality education is accessible to all children regardless of economic status or background.

## **ARTICLE III GOVERNING BODY**

Section 1. Powers and Duties. The Governing Body shall have ultimate responsibility for the policies governing Innovations International. Governing Body members have a responsibility to solicit input from and opinions of the parents of the school, students, administrators, teachers, and staff members regarding issues of significance and to weigh the input and opinions carefully before taking action. The primary method for executing their responsibility is the adoption of policies that offer guidance and interpretation of the charter, the bylaws, and the Mission and Vision of the school. The business, affairs, and property of the School shall be managed by a Board of Directors. 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 Innovations 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

Innovations, any and all real and personal property, rights, or privileges deemed necessary or convenient for the conduct of Innovation's purpose and mission;

- (c) Approve the annual budget and financial plan and to submit a final budget to the state pursuant to statute and regulation;
- (d) Participate in the dispute resolution procedures and complaint procedures when necessary as related to policy;
- (e) Approve quarterly financial reports;
- (f) Elect a Governing Body chairperson biannually and other Governing Body officers as necessary;
- (g) Approve charter or bylaw amendments;
- (h) To cause to be kept a complete record of all the minutes, acts and proceedings of the Board;
- (i) Approve annual fiscal audits;
- (j) Approve annual performance audits of first-line administrators
- (k) Appoint other committees if necessary and appropriate;
- (l) At least one member shall serve as a liaison to each Governing Body created committee;
- (m) Act as a hearing body on recommended student expulsions
- (n) Hire, supervise, evaluate, and if necessary terminate the school's first-line administration;
- (o) Forward correspondence to the sponsoring body for any changes to the charter;

Section 2. Formation. The first Board formed after the approval of a charter issued pursuant to NRS 388A.240 shall consist of the members of the Committee to Form the School. Former Committee members prohibited from membership on the Board by NAC 386.345 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.

Section 3. Qualifications; Election; Tenure. The Board shall be composed of seven (7) Directors.

- (a) The Board's membership shall adhere to the statutory requirements of NRS 388A.320.
- (b) A majority of Board Members shall be residents of the county in which Innovations is located.
- (c) All Board members shall be devoted to the purpose and mission of Innovations and shall represent the interests of the community.
- (d) In accordance with NRS 388A.320, unless a waiver is granted, the governing board of Innovations will consist of: (a) one teacher or other person licensed pursuant to chapter 391 of NRS or who previously held such a license and is retired, (b) one member who satisfies the qualifications of paragraph (a) of NRS 388A. 320 or is a school administrator with a license issued by another state or who previously held such a license and is retired, as long as his/her

license was held in good standing, (c) one parent or legal guardian of a student enrolled in the charter school who is not a teacher or administrator of the charter school, (d) two members who possess knowledge and experience in one or more of the following areas [accounting, financial services, law, or human resources] and (e) representatives of nonprofit organizations and businesses.

- (e) Each member of Innovations International's Governing Body will hold office until their term expires and newly appointed members are seated. The term of office for all selected members shall be two years. At the end of the two-year term the Governing Body will review the member's appointment to decide whether to renew the appointment for another two-year term by 2/3 vote of the Governing Body members.
- (f) Members appointed mid-term to fill a vacancy due to the resignation of a selected member shall serve the remainder of the term of the member they are replacing or until the next governing body appointment whichever comes first. Appointment will be reviewed and voted on for renewal by 2/3 of the Governing Body members.
- (g) The Board Members shall serve no more than five two-year terms unless board members approve an extended term of service for any board member. Terms 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. When the term of a Board Member has expired or when a Board Member resigns, the remaining Directors shall elect a new Director to fill the vacancy.
- (h) Innovations shall notify its sponsor and the Department of Education within ten days of the selection of a new Board Member and provide the sponsor and the Department of Education with the new member's resume and affidavit as required pursuant to NRS 388A.
- (i) Appointments for new Governing Body members will be made at the time that a term becomes open. A committee consisting of at least two Governing Body members and one administrator will be responsible for meeting to submit names of recommendations to the present Governing Body. If no names are presented to this committee, board members will actively seek potential candidates for presentation and consideration prior to the time when the election is needed.
- (j) The committee shall oversee the process for presenting potential board members to the Governing Board of IICSN prior to the election meeting. At the election meeting, potential board members will meet with the Governing Board of Innovations to present their credentials and note why they are interested in serving a term on Innovation's Governing Body. Once all potential board members are interviewed and present proper documentation and licensure for the teacher positions on the Innovations' Governing Body, the Governing Body will take a vote to determine to accept or decline the interests of potential members. Appropriate measures will be taken to ensure new Governing Body members are selected in a manner commensurate with procedures aligned with the Nevada Open Meeting Law regulations. For a

- new member to be elected to the board, a two-thirds vote of current voting board members will be needed to accept the potential candidate.
- (k) Once the Governing Body of IICSN completes the process for selecting new board members, all potential candidates will receive written acceptance or non-acceptance of their placement on the Governing Body. This written notification will be sent to all candidates within a ten (10) day period of time.
  - (l) New board members will be expected to begin their term of office upon election. It will be the new board member's responsibility to ensure that all resumes, licenses, and affidavits are on file with the board president and the school's administrator prior to the beginning of their term in office.
  - (m) Board members shall be fingerprinted according to the NRS 388A.323 procedure for employees of the school.

Section 4. Annual Meeting. The annual meeting of the Board shall be held at Innovations in June of each year as the Board may determine. The annual meeting shall take the place of the regularly scheduled 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's 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 5. Regular and Special Meetings. The Governing Body of Innovations will meet at least once a quarter throughout a calendar year. If there is a need for more meetings, these will be added as they arise. Meeting days and times will be made available to the school's personnel, community members, parents, the sponsoring agency, and the State Department of Education. The presence of a majority of the voting members of the Governing Body shall constitute a quorum.

Section 6. Agenda. An agenda for upcoming meeting will be posted and minutes of past meetings will be made available a minimum of three days prior to the scheduled meetings. 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 7. Quorum. Greater than fifty-percent (50%) of the voting members of the Governing Body constitutes a quorum. If a quorum is not present at any meeting, a majority of the members present may adjourn the meeting. Proxy voting is permitted and under extenuating circumstances a member may participate by phone or video conferencing.

Section 8. 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 9. Removal of Governing Body Members. Governing Body members may be removed from office prior to the completion of their term for failure to attend three consecutive regularly scheduled meetings. Governing Body members may resign their position by submitting a written resignation to the body members. The resignation shall state the reason for removal from the governing body and the date for which the resignation is in effect.

Section 10. Family Members. Pursuant to NRS 388A, not more than two persons who serve on the governing body may represent the same organization or business or otherwise represent the interests of the same organization of business. To expand upon the intent of NRS 388A, Innovations will also note that no more than one member of an individual household, representing the same family may sit on the Governing Body of the Innovations at the same time.

Section 11. Compensation. No member of the Board shall receive any compensation for serving in such office; provided that, Innovations 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 Innovations shall be construed as a gift to the School.

Section 12. Closed Sessions. Any Board member 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 Board members 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 13. Informal Action by Members. Subject to the Nevada Open Meeting Law, any action required by law to be taken at a meeting of the Governing Body, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all voting members of the Innovations' Governing Body entitled to vote with respect to the subject matter thereof. Meeting minutes may be approved by majority vote over e-mail.

Section 14. Orientation/Training. New Board members shall be given an orientation by the Board prior to their first Board meeting. Written materials shall be provided in the form of a Board packet. All Board members shall be provided

general board training no less than one time per year. Board members not participating in training shall be subject to removal.

Section 15. Protocol. The Board shall use Robert's Rules of Order. 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 16. 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 President and Vice-President, 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 Innovations at the appropriate annual meeting of the Board, which officers shall be installed in office at such annual meeting to serve for terms of two year and until their successors have been duly elected and qualified. Should there be more than one 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. President. The President of the Board shall preside at all meetings of the Board. The President of the Board shall possess the power to sign all certificates, contracts or other instruments of Innovations that are approved by the Board. The President of the Board shall exercise and perform such other powers and duties as may be prescribed by the Board from time to time. The Governing Body President will be responsible for facilitating the governing body meetings, the agendas, and the recording of the minutes of the meetings. This person will also be responsible for establishing and maintaining direct contact with the school's administration, staff, students, and parents. The President will serve as a liaison to share knowledge of day-to-day operations of the school, staffing, concerns, and administrative actions with the other members of the Governing Body. The President will also be responsible for ensuring that committee actions are reported at meetings and that parent and community concerns are addressed at the quarterly open public meetings. Finally, the chairperson will work with the school's administration and other governing body

members to ensure all policies, rules, and regulations set forth in state and federal regulations are followed.

Section 5. Vice-President. In the absence of the President of the Board or in the event of the President disability, inability or refusal to act, the Vice-President of the Board shall perform all of the duties of the President and in so acting, shall have all of the powers of the President. The Vice-President 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. Authority. No members of the Innovations International Charter School shall act on his/her own in the name of the Governing Body unless so authorized by these bylaws or by resolution of the Governing Body.

Section 7. Professional Conduct. The Innovations' Governing Body shall promote professional conduct in accordance with Clark County School District policy.

## **Article V**

### **Contracts, Checks, Deposits and Funds**

Section 1. Contracts, Checks, Drafts, etc. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Governing Body may be signed as determined by designated agents of or by resolutions of Innovations' Governing Body. Purchases of over \$5,000 must be met with Board approval before being signed off by the designated agents. 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. Deposits. All funds in the name of the Governing Body shall be deposited in a timely manner. The money received by the Governing Body from the state or the school district sponsor must be deposited in a Nevada Bank, Nevada credit union, or Nevada savings and loan as stated in the NAC.

Section 3. Gifts. The Innovations' Governing Body may accept on behalf of the Governing Body any contribution, gift, bequest or device for the general purposes or for any special purpose of the Governing Body.

Section 4. 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 5. Fiscal Year. The fiscal year of the Governing Body shall begin on the first day of July and end on the last day of June in each year.



## **ARTICLE VI PROPERTY**

The property of Innovations shall be held and applied in promoting the general purposes of Innovations declared in these Bylaws. No property, including real estate, belonging to Innovations 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 President in the name of Innovations, and such instrument shall be duly approved by the Vice-President and/or designee of Innovations.

## **ARTICLE VII INDEMNIFICATION**

The Board of Directors may authorize Innovations 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 Innovations 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 Innovations, 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 Innovations. 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 VIII - Waiver of Notice**

Whenever any notice is required to be given under the provisions of the articles of the Governing Body or the bylaws of the Governing Body, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

## **Article IX - Parliamentary Authority**

The rules contained in ***Robert's Rules of Order, Simplified and Applied***, as amended or updated, shall govern procedures at all Governing Body meetings except to the extent such Rules of Order are inconsistent with these bylaws, or applicable NRS, regulations, laws, or resolutions adopted by the Governing Body in which event the referenced Rules of Order shall not apply.

## **Article X - Amendments to Bylaws**

These bylaws may be altered, amended, or repealed and new bylaws may be adopted by a two-thirds vote of the Innovations' Governing Body who are present at any regular meeting or any special meeting (where a quorum is present) provided that the proposed change in the bylaws has been submitted in writing to the members of the Governing Body at least two (2) days prior to the meeting at which the proposed change will come up for a vote. IICSN's Governing Body will follow the Nevada Open Meeting Law standards and procedures for compliance with the approving of amendments to the Rules of Governance.

Proposed changes to the bylaws may be submitted by: parents with students enrolled in the Innovations International Charter School, teachers under contract with the school, administrators under contract with the school and current Governing Body members. All proposed changes to these bylaws must be made public and subjected to a period for public comment before a final vote can be taken and changes can be implemented. Amendments to the Rules of Governance must also be approved by CCSD, the sponsoring agency for IICSN. The period for public comment shall be from the meeting at which the proposed bylaw changes are introduced and initially voted on (provided the proposed changes receive a two-thirds vote at said meeting) to the next regularly scheduled meeting at which the proposed changes are subjected to a final vote.

## **ARTICLE XI DISSOLUTION**

Section 1. Revocation of Charter or Dissolution. The District and/or the State shall not be liable for debts or obligations of the charter school. The governing board and the principal and their respective representatives will be responsible for all aspects of the day-to-day operation of Innovations, including but not limited to, making necessary provisions for accounting, budgeting, payroll, purchasing, liability, insurance and the like.

In the event that Innovations closes, the current President of the governing body together with an outside accounting firm, will be the contact people and the individuals responsible for handling the school's financial liability, disposing of the school's assets, and ensuring that any remaining money is returned to the appropriate sources such as the Nevada Department of Education or the Clark County School District.

## **ARTICLE XII PURPOSE OF THE BYLAWS**

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



## **Professional Services Agreement**

Whereas, this **PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is made effective as of October 26, 2017 by and between the **The Institute for Excellence in Education, dba National Charter Schools Institute** (hereafter referred to as the "Institute"), and **Innovations International Charter School of Nevada** (hereafter referred to as the "Client").

Whereas, the Institute's principal place of business is located at 711 West Pickard Street, Suite M, Mt. Pleasant, Michigan 48858, and the Client's principal place of business is located at the following address:

Client Name: Innovations International Charter Schools of Nevada

Contact: Dr. Connie Malin

Address: 1600 East Oakey Boulevard Las Vegas, NV 89104

Whereas, the Client and the Institute share a common vision for educational excellence and wish to work together to implement an innovative web-based software system known as Epicenter.

### **Services ("Services") to be Performed:**

**1.1** The Institute will provide the Client with consulting and technical support related to its use of Epicenter.

**1.2** The Institute will provide the Client with the leadership, guidance and support necessary to setup and configure Epicenter. This includes the following:

- 1.2.1** Working with the Client to develop and incorporate into Epicenter an annual calendar of oversight requirements, including the file type, meta-data and due date(s) associated with each requirement.
- 1.2.2** Working with the Client to identify and populate the entities to be included in Epicenter, including schools, boards and EMO/CMOs.
- 1.2.3** Working with the Client to identify, define and customize the file and data types to be incorporated into Epicenter, including any related metadata.
- 1.2.4** Working with the Client to configure workflow processes and procedures, including any related notification, submission, review and acceptance protocols.

1.2.5 Working with the Client to configure security protocols by user, entity and file type.

1.3 The Institute will provide the Client and its authorized personnel, including its authorized charter public schools with access to and use of Epicenter.

1.4 The Institute will provide the Client, including its authorized charter public schools with the orientation, training and support services necessary to use Epicenter.

1.5 The Institute will ensure Epicenter's Help Desk and support team are available to the Client and its authorized charter public schools during normal business hours (8 a.m. to 5 p.m. EDT) or at other times as requested by the Client.

1.6 The Institute will ensure Epicenter is accessible to the Client 24 hours per day, 7 days per week, 365 days per year, except for any planned outages that the Institute will inform the Client of in advance.

1.7 The Institute will ensure Epicenter is supported with a professional service level that meets or exceeds industry best practice standards, and complies with applicable state and federal requirements.

1.8 The Institute will ensure Epicenter is hosted in a world class, Tier 3 Datacenter in Mid-Michigan. The datacenter features multiple layers of physical security including physical location and keycard access to the facility. Daily backups are encrypted (at-rest and in-transit) and stored at a remote and secure location.

## **2. Client Obligations:**

2.1 The Client will work in good faith with the Institute to provide the information necessary to properly setup and configure Epicenter so that it functions in accordance with the Client's practices and user security protocols.

2.2 The Client will provide the Institute with timely, accurate and complete information at all times and provide the Institute with feedback regarding how Epicenter is meeting its needs.

2.3 The Client is responsible for safeguarding the passwords related to Epicenter and protecting them from disclosure to any unauthorized user(s).

2.4 The Client will not, nor will the Client authorize, permit or allow others to (i) reverse engineer, decompile or disassemble the web-based software system known as Epicenter, or otherwise attempt to discover any source code or any trade secrets related to Epicenter; (ii) modify or make derivative works of Epicenter; (iii) sell, lease, license, distribute or sublicense Epicenter; (iv) alter, obscure or modify any trademark or proprietary notice related to Epicenter; or (v) create Internet "links" or "frame" or "mirror" any content from Epicenter.

### **3. Term of Agreement:**

3.1 The term of this Agreement shall begin October 26, 2017 and end June 30, 2018.

3.2 This Agreement shall automatically renew on July 1<sup>st</sup> of each year, unless either the Client or the Institute provides written notice of termination to the other party at least 90 days before the Agreement expires. In the event of such a termination, Client agrees to pay the Institute, pursuant to the terms set forth in this Agreement for all fees incurred as of the effective date of the termination.

3.3 In the event this Agreement is terminated or not renewed by the Client: (a) the access and use of Epicenter by the Client and its authorized charter public schools will cease, and (b) the Institute will have no further obligation to provide Services to the Client or its authorized charter public schools. To the extent the Client requests the Institute to continue providing any Services after the discontinuation of this Agreement, all of the terms and conditions in this Agreement, including the Client's obligation to pay all compensation associated with such Services, will continue to apply.

### **4. Compensation and Terms of Payment:**

4.1 The Client agrees to pay the Institute for the Services detailed in this Agreement the annual cost of \$1,900. If services begin in the middle of the school year the fee will be prorated by month.

4.2 There are no other costs associated with this Agreement.

4.3 If the Client wishes to renew this Agreement for subsequent years as detailed in section 3.2, the annual cost for each subsequent year will remain at \$1,900.

4.4 For each subsequent year the Client renews this Agreement, the Institute will invoice the Client on July 1<sup>st</sup> for the annual cost according to the pricing schedule detailed in section 4.3.

### **5. Data Ownership:**

5.1 The Institute acknowledges that the data and documents generated and stored in Epicenter under this Agreement are owned by the Client and its authorized charter public schools. Upon termination of this Agreement and upon request from the Client, the Institute will provide electronic copies of all data and documents in the removable media form provided by the Client.

**6. The Family Educational Rights and Privacy Act:**

6.1 The Institute shall maintain student information in accordance with the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). If applicable, the Client agrees to comply with all FERPA requirements prior to providing the Institute with any student education records.

**7. Confidentiality and Non-Disclosure:**

7.1 The Institute understands that while providing the Services identified in this Agreement, the Institute may have access to confidential and/or proprietary information of the Client. The Institute agrees to maintain the confidentiality and privacy of this information and further agrees not to use any of this information for any reason other than the performance of the Services outlined in this Agreement or for educational research authorized by the Client.

7.2 The Institute agrees that all confidential information will remain in a secure location under the control of the Institute at all times. Once the legitimate needs for the Institute's access to this information has ended, the Institute agrees to promptly remove and destroy all confidential and/or proprietary information in its possession and return control of this information to the Client.

**8. Proprietary Rights:**

The Institute's Proprietary Materials involve valuable Proprietary Rights of the Institute. Other than the access and use of Epicenter identified in this Agreement, no right, title or interest in or to any of the Institute's Proprietary Materials or Proprietary Rights is transferred to the Client under this Agreement. Without limiting the generality of the foregoing, the Institute owns all rights, title and interest in all Institute Proprietary Materials and all Proprietary Rights therein.

**9. Indemnification:**

9.1 The Institute will indemnify, defend and hold harmless the Client and the Client's directors, employees, agents and representatives from and against any and all claims, actions, suits, proceedings, damages, losses, liability, costs and expenses (including without limitation reasonable attorneys' fees and court costs) arising out of or in connection with any claim by any third party that Epicenter infringes any proprietary rights (provided that with respect to patents, only U.S. patents are covered under this indemnification) of such third party. The Institute will have no obligation under the preceding sentence to the extent (a) Epicenter has been modified by anyone other than the Institute, or (b) Epicenter is used in combination with any other products or services and, but for use in such combination, it would not otherwise infringe.

9.2 The Client will indemnify, defend and hold harmless the Institute and the Institute's directors, officers, employees, agents and representatives from and against any and all claims, actions, suits, proceedings, damages, losses, liability, costs and expenses (including without limitation reasonable attorneys' fees and court costs) arising out of or in connection with (a) any breach by the Client of any provision of this Agreement, (b) any breach or alleged breach by the Client of any agreement or contract or alleged agreement or contract between the Client and any third party, (c) the Client's use of Epicenter, or (d) use of Epicenter by any third party.

**10. Entire Agreement:**

This Agreement constitutes the entire agreement, and supersedes any and all prior agreements, between the Institute and the Client with regard to the subject matter hereof. No amendment, modification, or waiver of this Agreement will be valid unless set forth in a written instrument signed by the parties to be bound.

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The parties have caused this Agreement to be executed as of the day and year first written above.

**NATIONAL CHARTER SCHOOLS INSTITUTE**

BY: \_\_\_\_\_  
James N. Goenner, Ph.D., President & CEO

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

BY: Connie R. Malin, PhD  
Dr. Connie Malin

Date: 10-30-17