



Teach Las Vegas

Governing Board Meeting

Amended on July 12, 2021 at 5:14 PM PDT

Date and Time

Tuesday July 13, 2021 at 6:00 PM PDT

Location

TEACH Las Vegas
4624 - 4660 N. Rancho Dr.
Las Vegas, NV 89130

Beth Bulgeron is inviting you to a scheduled Zoom meeting.

Topic: Governing Board Meeting- TEACH Las Vegas
Time: Jul 13, 2021 06:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://teachpublicschools-org.zoom.us/j/84061468998?pwd=SzUxZENIRFFFdmFML1c1ZVpXTXFjUT09>

Meeting ID: 840 6146 8998

Passcode: 808608

One tap mobile

+16699006833,,84061468998#,,,,*808608# US (San Jose)

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+1 929 205 6099 US (New York)

Meeting ID: 840 6146 8998

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Find your local number: <https://teachpublicschools-org.zoom.us/j/84061468998>

Agenda

	Purpose	Presenter	Time
I. Opening Items			6:00 PM
A. Call the Meeting to Order		Trishawn Allison	
B. Record Attendance		Beth Bulgeron	1 m
C. Public Comment		Trishawn Allison	15 m
<i>Public Comment will be taken during this agenda item regarding any item appearing on the agenda. No action may be taken on a matter discussed under this item until the matter is included on an agenda as an item on which action may be taken. See NRS 241.020. A time limit of three (3) minutes, subject to the discretion of the Chair, will be imposed on public comments. The TEACH LV Chair may allow additional public comment at her discretion. Public Comment #2 will provide an opportunity for public comment on any matter not on the agenda.</i>			
II. CONSENT ITEMS			6:16 PM
Consent Items- Items under Consent Items will be voted on in one motion, unless a member of the Board request that an item be removed and voted on separately, in which case the Board Chair will determine when it will be balled and considered for action. Due to the set-up of Board On Track, approval of any board meeting minutes will be done throughout consent and listed as items B-Z (as needed) under Consent Items.			
A. Approval of Board Agenda	Vote	Trishawn Allison	1 m
B. Approve the Minutes of the May 18, 2021 Special Board Meeting	Vote	Trishawn Allison	2 m
III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION			6:19 PM
A. TEACH Las Vegas Fiscal Report	FYI	Theresa Thompson	5 m
B. TEACH Las Vegas Amended Budget	Vote	Theresa Thompson	5 m
C. TEACH Las Vegas Sublease with Explore Academy	Vote	Matthew Brown	10 m
Current sublease attachment is Explore's Redline version 2. This draft is currently under review by TEACH LV legal counsel. Further revision is likely before July 13th.			
D. School Food Authority Application	Vote	Enrique Robles	5 m
E. Independent Auditor Agreement	Vote	Matthew Brown	5 m
F. Executive Directors Report: Enrollment, Recruitment and Open House Events	FYI	Andrea Moore	5 m
G. Governing Board Development	FYI	Beth Bulgeron	5 m
H. Student and Parent Handbook (Revised)	Vote	Beth Bulgeron	5 m

	Purpose	Presenter	Time
The Student/Parent Handbook has been revised to include specific information required by the State of Nevada Public Charter School Authority.			

I. Employee Handbook	Vote	Maria Pimienta	5 m
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IV. Closing Items	7:09 PM
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A. Upcoming Meeting Date Proposed Special Meeting June 7th 2021 at 6PM	FYI		5 m
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B. Public Comment			5 m
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C. Board Member Comments			5 m
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D. Adjourn Meeting	Vote		
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Cover Sheet

Approve the Minutes of the May 18, 2021 Special Board Meeting

Section:	II. CONSENT ITEMS
Item:	B. Approve the Minutes of the May 18, 2021 Special Board Meeting
Purpose:	Vote
Submitted by:	
Related Material:	2021_05_18_board_meeting_minutes (2).pdf

DRAFT



Teach Las Vegas

Minutes

TEACH Las Vegas Special Board Meeting

Date and Time

Tuesday May 18, 2021 at 6:00 PM

Location

Matt Brown is inviting you to a scheduled Zoom meeting.

Topic: TEACH Las Vegas Special Board Meeting - May 18, 2021

Time: May 18, 2021 06:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://teachpublicschools-org.zoom.us/j/88927695091>

Meeting ID: 889 2769 5091

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+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 889 2769 5091

Find your local number: <https://teachpublicschools-org.zoom.us/j/88927695091>

Directors Present

C. Igeleke (remote), D. Horn (remote), J. Sinclair, L. Lukesh, N. Sarisahin (remote), T. Allison

Directors Absent

None

Guests Present

B. Bulgeron (remote), E. Robles (remote), M. Brown (remote), M. Pimienta (remote), R. Carranza (remote), S. Lawson (remote)

I. Opening Items

A. Call the Meeting to Order

T. Allison called a meeting of the board of directors of Teach Las Vegas to order on Tuesday May 18, 2021 at 6:00 PM.

B. Record Attendance

C. Public Comment

No public comment

II. CONSENT ITEMS

A. Approval of Board Agenda

B. Approve Minutes

No minutes for approval

III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION

A. Executive Director Hiring

Board Chair Trishawn Alison made a presentation that included a summary of the interview process and an introduction to top candidate Ms. Andrea Moore. Ms. Moore was asked questions from several board members that covered topics such as her previous experience and positions, her strategies to recruit students and faculty, and how she anticipates a strong ED/ Board working relationship.

The board discussed the overall hiring process and whether or not all qualified candidates had been interviewed, as well as the timing of the hiring.

T. Allison made a motion to Approve Moore as the new Executive Director at a salary of \$90,000 pending further approval of the offer letter by board of directors prior to June 1, 2021.

D. Horn seconded the motion.

Discussion summarized above. The board **VOTED** to approve the motion.

B. Opportunity 180 Loan

N. Sarisahn made a motion to Approve the Opportunity 180 Loan.

D. Horn seconded the motion.

Matt Brown presented the Opportunity 180 loan that was awarded to the school and is likely to turn into a grant. The full agreement was included in the board packet. Board member Dan Horn asked about repayment terms should the loan not turn into a grant and Matt explained the repayment terms that were included in the document. The board **VOTED** to approve the motion.

Roll Call

J. Sinclair Aye

D. Horn Aye

L. Lukesh Aye

Roll Call

- C. Igeleke Aye
- T. Allison Aye
- N. Sarisahin Aye

C. Year 1 Enrollment Projections

Matt Brown presented the update on enrollment projections for the first year and stated it was unlikely but still possible to enroll 325 students. Seventh grade recruitment was the lowest since most students enter middle school in the 6th grade, an issue that was contemplated during the planning of the school.

Theresa from Charter Impact discussed the scale of the budget and answered question about the adjustment to enrollment and the impact on the budget.

D. Fiscal Year Budget

T. Allison made a motion to Approve the fiscal year budget.

D. Horn seconded the motion.

Theresa from Charter Impact made a presentation that covered the highlights of a detailed budget report that is included in the packet. She focused on revenue and projections and assured the board that adjustments to the budget will be made to reflect enrollment efforts. Board member Igeleke asked about the percentage of special needs students and appointing a board treasurer or recruiting one. The board **VOTED** to approve the motion.

Roll Call

- D. Horn Aye
- C. Igeleke Aye
- N. Sarisahin Aye
- L. Lukesh Aye
- T. Allison Aye
- J. Sinclair Aye

IV. Closing Items

A. Upcoming Meeting Date

May 27, 2021

B. Public Comment

No public comment

C. Board Member Comments

D. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 7:00 PM.

Respectfully Submitted,
T. Allison

Cover Sheet

TEACH Las Vegas Fiscal Report

Section: III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION
Item: A. TEACH Las Vegas Fiscal Report
Purpose: FYI
Submitted by:
Related Material:
FY22- Budget TEACH LC -7.9.2021- 150 Enrollment for Matt V4.xlsx
TEACH_Las Vegas PPT Template for Monthly Board Presentations - July Budget
FY22.pdf

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

FY22- Budget TEACH LC -7.9.2021- 150 Enrollment for Matt V4.xlsx



TEACH Las Vegas

Reduced Enrollment Budget Financial Presentation – July 2021

Budget Highlights

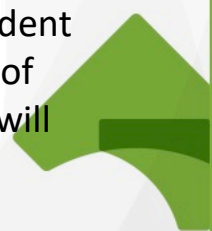
- Approved Budget was due to Nevada Department of Education on 6/8/2021. Reported Revenues \$3,847,535, Expense \$3,247,293, surplus \$600,242
- Greater Schools for Nevada Charter School Program grant award of \$1.5M approved.
- TEACH Las Vegas Nevada Revolving Loan revised amount of \$29,000 (\$500 per 48 enrollment) vs \$162,500 (\$500 per 325 enrollment) – Loan amount received July 7, 2021
- Opportunity 180 Loan amount \$100,000- this loan has potential to be forgiven as grant

TEACH – Las Vegas Revenue



	<i>Annual/Full Year</i>		
	Budget @6/30/2022- 325	Budget @6/30/2022- 150	Fav/(Unfav)
Revenue			
Distributed School Account	\$ 2,405,975	\$ 1,110,450	\$ (1,295,525)
State Revenue	1,169,112	1,084,027	(85,085)
Federal Revenue	272,448	125,745	(146,703)
Other Local Revenue	-	312,000	(312,000)
Total Revenue	\$ 3,847,535	\$ 2,632,222	\$ (1,839,313)

- Distributed School Account (DSA) \$1.2M- is State Revenue which is currently calculated at \$7,403 per Pupil. These funds are generated from State Taxes.
- State Revenue \$1.08M- is State Funding consisting of \$62K of Special Education Funding at a rate of \$455 per Enrollment.. The State Revenue includes \$1.021M of the Great Schools of Nevada Charter School Program Funding Grant that is projected to be spent during FY21/22.
- Federal Revenue \$125K- Consist of Title I Funding of \$96K @ \$700 per Free and Reduce Lunch Student which is projected at 138 or 92% of student enrollment. Also, Federal Special Education Revenue of \$28.6K at a Rate of \$1,060 per Special Education Student. TLV is projecting @ 18% or 27 students will need Special Education Services
- Other Local Revenue \$312K and consist of 6 months rental payments from Explore



TEACH Las Vegas – Expenses & Fund Balance

	<i>Annual/Full Year</i>		
	Budget @6/30/2022- 325	Budget @6/30/2022- 150	Fav/(Unfav)
Expenses			
Salaries	\$ 957,500	\$ 563,500	\$ 394,000
Employee Benefits	470,688	302,871	167,817
Prof. and Tech. Services	597,031	412,772	184,259
Property Services	556,452	677,075	(120,623)
Other Purchased Services	95,388	95,388	-
Supplies	539,108	433,510	105,598
Property	-	-	-
Debt Service and Misc. General	1,050 30,075	1,050 13,881	- 16,194
Total Expenses	<u>\$ 3,247,293</u>	<u>\$ 2,500,047</u>	<u>\$ 747,245</u>
Total Surplus(Deficit)	\$ 600,242	\$ 132,175	\$ (468,067)
Beginning Fund Balance	-	-	
Ending Fund Balance	<u>\$ 600,242</u>	<u>\$ 132,175</u>	
<i>As a % of Annual Expenses</i>	<i>18.5%</i>	<i>5.3%</i>	

Note: Explanations on next slide

TEACH- Las Vegas Expense

- **Salaries: \$563K**-Consist of 7 Certificated Teachers, one Certificated SPED Teacher, one Certificated EL Coordinator, one ED, and one Office Manager
- **Benefits: \$302K**- Mainly consist of Retirement PERS 29.25% @ \$135K and Health Benefits @\$130K
- **Professional Technical Services: \$412K**- Office and Administrative Fees \$131K Fees that are paid to EMO based on 5% of Total Revenue. Professional and Educational Services consist of \$159K of projected education Special Education services the entire amount included for reimbursement in CSP Budget.
- **Purchased Property Services: \$677K**- Mainly consist of building lease amount of \$606K plus utilities and cleanings. (\$202K of lease amount is abated and deferred)
- **Supplies: \$433K**- Mainly consist of Technology Supplies and Equipment of \$209K which includes Chromebooks, Faculty Laptops, Wireless Point Installation Cost, - Furniture Cost of \$98K and Awning and Mesh Fencing of \$60K- all cost included for reimbursement in CSP Budget

TEACH LV – Multi-Year Projections-150

Teach High School - NV

Multi-Year Projection

Revised 07/09/2021



	FY22	FY23	FY24	FY25	FY26	FY27
Key Assumptions						
Attendance	150	425	550	675	800	975
DSA Funding Rate	7,403	7,403	7,403	7,403	7,403	7,403
Revenue Growth Rate	n/a	3.00%	3.00%	3.00%	3.00%	3.00%
Payrol COLA	n/a	2.00%	2.00%	2.00%	2.00%	2.00%
OPEX COLA	n/a	3.00%	3.00%	3.00%	3.00%	3.00%
Revenues						
Total Revenue	2,632,222	4,157,185	4,794,970	5,863,253	6,949,040	8,469,143
Expenses						
Total Expenses	2,500,047	3,778,902	4,532,664	5,501,159	6,491,434	7,830,301
Surplus (Deficit)	\$ 132,175	\$ 378,284	\$ 262,306	\$ 362,094	\$ 457,606	\$ 638,841
Fund Balance, Beginning of Year	-	132,175	510,459	772,764	1,134,858	1,592,464
Fund Balance, End of Year	\$ 132,175	\$ 510,459	\$ 772,764	\$ 1,134,858	\$ 1,592,464	\$ 2,231,305
	5.3%	13.5%	17.0%	20.6%	24.5%	28.5%
Cash Flow Adjustments						
Monthly Surplus (Deficit)	132,175	378,284	262,306	362,094	457,606	638,841
Cash flows from operating activities						
Depreciation/Amortization	-	-	-	-	-	-
Public Funding Receivables	(355,985)	(192,924)	(15,035)	(122,798)	(127,174)	(83,789)
Accounts Payable	1,157	2,121	964	964	964	1,350
Accrued Expenses	-	-	-	-	-	-
Other Liabilities	202,008	104,034	53,577	-	-	-
Cash flows from investing activities						
Purchases of Prop. And Equip.	(60,000)	-	-	-	-	-
Notes Receivable	-	-	-	-	-	-
Cash flows from financing activities						
Proceeds from Debt	529,000	-	-	-	-	-
Proceeds on Debt	-	(8,000)	(8,000)	(8,000)	-	-
Total Change in Cash	448,355	283,515	293,811	232,259	331,395	556,402
Cash, Beginning of Month	-	448,355	731,869	1,025,681	1,257,940	1,589,335
Cash, End of Month	448,355	731,869	1,025,681	1,257,940	1,589,335	2,145,737

CSP grant applied as follows: \$1,021M FY21/22, \$461K FY22/23 and \$17.5K FY23/24

Teach High School - NV

Monthly Cash Flow/Budget FY22

Revised 7/9/2021



	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Year-End Accruals	Annual Budget
Revenues														
<u>State- Revenue-Distributed School Account</u>														
3110-1110 Ad Valorem Taxes	\$ 18,997	\$ 18,997	\$ 18,997	\$ 18,997	\$ 18,997	\$ 261,492	\$ 59,365	\$ 59,365	\$ 59,365	\$ 59,365	\$ 59,365	\$ 59,365	\$ (0)	\$ 712,668
3110-1120 Sales and Use Taxes	9,258	9,258	9,258	9,258	9,258	127,435	28,931	28,931	28,931	28,931	28,931	28,931	0	347,311
3110-1191 Franchise Fees	1	1	1	1	1	18	4	4	4	4	4	4	(0)	48
3110-1192 Basic General Governmental Services Ta	1,266	1,266	1,266	1,266	1,266	17,429	3,957	3,957	3,957	3,957	3,957	3,957	0	47,500
3110-1111 Basic Support	78	78	78	78	78	1,072	243	243	243	243	243	243	(0)	2,922
	29,600	29,600	29,600	29,600	29,600	407,446	92,500	92,500	92,500	92,500	92,500	92,500	(0)	1,110,450
<u>State Revenue</u>														
3115 Special Ed portion to DSA	-	-	-	5,460	-	-	5,460	-	-	34,125	-	-	17,745	62,790
3200 Restricted Grants-in-Aid	-	-	-	255,309	-	-	255,309	-	-	255,309	-	-	255,309	1,021,237
	-	-	-	260,769	-	-	260,769	-	-	289,434	-	-	273,054	1,084,027
<u>Federal Revenue</u>														
4500 Restricted Grants-in-Aid	-	-	-	-	-	-	-	-	-	-	-	30,912	-	-
4510 Title I	-	-	-	-	-	-	-	-	-	-	-	-	65,688	96,600
4520 Title IIA	-	-	-	-	-	-	-	-	-	-	-	168	357	525
4571 Special Education Part B	-	-	-	2,290	-	-	2,290	-	-	7,155	-	-	16,886	28,620
4703 E-Rate	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	2,290	-	-	2,290	-	-	7,155	-	31,080	82,931	125,745
<u>Other Local Revenue</u>														
1790 Other Activity Income	52,000	52,000	52,000	52,000	52,000	52,000	-	-	-	-	-	-	-	312,000
	52,000	52,000	52,000	52,000	52,000	52,000	-	-	-	-	-	-	-	312,000
Total Revenue	81,600	81,600	81,600	344,659	81,600	459,446	355,559	92,500	92,500	389,090	92,500	123,580	355,985	2,632,222
Expenses														
<u>Personal Services-Salaries</u>														
0111 Regular Employees: Teachers	5,667	39,985	39,985	39,985	39,985	39,985	39,985	39,985	39,985	39,985	39,985	39,985	-	445,500
0112 Regular Employees: Instructional Aide	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0114 Regular Employees: Licensed Adm	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	-	90,000
0117 Regular Employees: Other Classified	2,333	2,333	2,333	2,333	2,333	2,333	2,333	2,333	2,333	2,333	2,333	2,333	-	28,000
	15,500	49,818	49,818	49,818	49,818	49,818	49,818	49,818	49,818	49,818	49,818	49,818	-	563,500

Teach High School - NV

Monthly Cash Flow/Budget FY22

Revised 7/9/2021



	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Year-End Accruals	Annual Budget
Personnel Services - Employee Benefits														
0211 Group Insurance: Teacher	396	396	396	396	396	396	396	396	396	396	396	396	-	4,752
0212 Group Insurance: Instructional Aides	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0214 Group Insurance: Licensed Admin.	108	108	108	108	108	108	108	108	108	108	108	108	-	1,296
0217 Group Insurance: Other Classified	36	36	36	36	36	36	36	36	36	36	36	36	-	432
0231 Retirement: Teachers	1,658	11,696	11,696	11,696	11,696	11,696	11,696	11,696	11,696	11,696	11,696	11,696	-	130,309
0234 Retirement: Licensed Admin.	465	465	465	465	465	465	465	465	465	465	465	465	-	5,580
0237 Retirement: Other Classified	683	683	683	683	683	683	683	683	683	683	683	683	-	8,190
0241 Medicare: Teachers	82	580	580	580	580	580	580	580	580	580	580	580	-	6,460
0244 Medicare: Licensed Admin.	109	109	109	109	109	109	109	109	109	109	109	109	-	1,305
0247 Medicare: Other Classified	34	34	34	34	34	34	34	34	34	34	34	34	-	406
0261 Unemployment: Teachers	107	756	756	756	756	756	756	756	756	756	756	756	-	8,424
0264 Unemployment: Licensed Admin.	78	78	78	78	78	78	78	78	78	78	78	78	-	936
0267 Unemployment: Other Classified	70	70	70	70	70	70	70	70	70	70	70	70	-	840
0271 Worker's Comp: Teachers	241	241	241	241	241	241	241	241	241	241	241	241	-	2,896
0272 Worker's Comp: Instructional Aides	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0274 Worker's Comp: Licensed Admin.	49	49	49	49	49	49	49	49	49	49	49	49	-	585
0277 Worker's Comp: Other Classified	15	15	15	15	15	15	15	15	15	15	15	15	-	182
0281 Health Benefits: Teachers	9,237	9,237	9,237	9,237	9,237	9,237	9,237	9,237	9,237	9,237	9,237	9,237	-	110,839
0282 Health Benefits: Instructional Aides	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0284 Health Benefits: Licensed Admin.	1,215	1,215	1,215	1,215	1,215	1,215	1,215	1,215	1,215	1,215	1,215	1,215	-	14,580
0287 Health Benefits: Other Classified	405	405	405	405	405	405	405	405	405	405	405	405	-	4,860
	14,987	26,171	26,171	26,171	26,171	26,171	26,171	26,171	26,171	26,171	26,171	26,171	-	302,871
Purchased Professional and Technical Services														
0310 Official/Administrative Services	10,988	10,988	10,988	10,988	10,988	10,988	10,988	10,988	10,988	10,988	10,988	10,988	-	131,851
0320 Professional Educational Services	13,260	13,260	13,260	13,260	13,260	13,260	13,260	13,260	13,260	13,260	13,260	13,260	-	159,118
0337 Prof-Dev/Technology Training	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	-	15,000
0340 Other Professional Services	167	167	167	167	167	167	167	167	167	167	167	167	-	2,000
0345 Marketing	2,195	2,195	2,195	2,195	2,195	2,195	2,195	2,195	2,195	2,195	2,195	2,195	-	26,336
0350 Technical Services	2,199	2,199	2,199	2,199	2,199	2,199	2,199	2,199	2,199	2,199	2,199	2,199	-	26,390
0351 Data Processing and Coding Services	4,340	4,340	4,340	4,340	4,340	4,340	4,340	4,340	4,340	4,340	4,340	4,340	-	52,077
	34,398	34,398	34,398	34,398	34,398	34,398	34,398	34,398	34,398	34,398	34,398	34,398	-	412,772
Purchased Property Services														
0410 Utility Services	4,171	4,171	4,171	4,171	4,171	4,171	4,171	4,171	4,171	4,171	4,171	4,171	-	50,052
0420 Cleaning Services	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	-	21,000
0430 Repairs and Maintenance Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0441 Renting Land and Buildings	50,502	50,502	50,502	50,502	50,502	50,502	50,502	50,502	50,502	50,502	50,502	50,502	-	606,023
	56,423	56,423	56,423	56,423	56,423	56,423	56,423	56,423	56,423	56,423	56,423	56,423	-	677,075
Other Purchased Services														
0519 Student Transportation	3,667	3,667	3,667	3,667	3,667	3,667	3,667	3,667	3,667	3,667	3,667	3,667	-	44,000
0521 Property Insurance "Business Owners"	2,725	2,725	2,725	2,725	2,725	2,725	2,725	2,725	2,725	2,725	2,725	2,725	-	32,700
0531 Postage	176	176	176	176	176	176	176	176	176	176	176	176	-	2,113
0534 Telephone - Cell phone services	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	-	15,000
0580 Travel	131	131	131	131	131	131	131	131	131	131	131	131	-	1,575
	7,949	7,949	7,949	7,949	7,949	7,949	7,949	7,949	7,949	7,949	7,949	7,949	-	95,388

Teach High School - NV

Monthly Cash Flow/Budget FY22

Revised 7/9/2021



	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Year-End Accruals	Annual Budget
Supplies														
0610 General Supplies	3,842	3,842	3,842	3,842	3,842	3,842	3,842	3,842	3,842	3,842	3,842	3,842	-	46,106
0612 Technology Supplies and Equipment	102,682	102,682	102,682	-	-	-	-	-	-	-	-	-	-	308,046
0641 Textbooks	3,194	3,194	3,194	3,194	3,194	3,194	3,194	3,194	3,194	3,194	3,194	3,194	-	38,327
0651 Supplies -Tech -Software	3,148	3,148	3,148	3,148	3,148	3,148	3,148	3,148	3,148	3,148	3,148	3,148	-	37,781
0652 Supplies-Equipment	271	271	271	271	271	271	271	271	271	271	271	271	-	3,250
	113,137	113,137	113,137	10,455	10,455	10,455	10,455	10,455	10,455	10,455	10,455	10,455	-	433,510
Debt Service and Misc.														
0810 Dues and Fees	88	88	88	88	88	88	88	88	88	88	88	88	-	1,050
	88	88	88	88	88	88	88	88	88	88	88	88	-	1,050
General														
0591 Services Purchased From Another Schoo	-	1,157	1,157	1,157	1,157	1,157	1,157	1,157	1,157	1,157	1,157	1,157	1,157	13,881
0790 Depreciation	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	1,157	1,157	1,157	1,157	1,157	1,157	1,157	1,157	1,157	1,157	1,157	1,157	13,881
Total Expenses	242,481	289,141	289,141	186,459	186,459	186,459	186,459	186,459	186,459	186,459	186,459	186,459	1,157	2,500,047
Surplus (Deficit)	\$ (160,881)	\$ (207,541)	\$ (207,541)	\$ 158,200	\$ (104,858)	\$ 272,988	\$ 169,101	\$ (93,958)	\$ (93,958)	\$ 202,631	\$ (93,958)	\$ (62,878)	\$ 354,828	\$ 132,175
Cash Flow Adjustments														
Monthly Surplus (Deficit)	(160,881)	(207,541)	(207,541)	158,200	(104,858)	272,988	169,101	(93,958)	(93,958)	202,631	(93,958)	(62,878)	354,828	132,175
Cash flows from operating activities														
Depreciation/Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable	-	-	-	-	-	-	-	-	-	-	-	-	1,157	1,157
Accrued Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Liabilities	104,000	50,502	50,502	50,502	50,502	(52,000)	(52,000)	-	-	-	-	-	-	202,008
Cash flows from investing activities														
Purchases of Prop. And Equip.	(60,000)	-	-	-	-	-	-	-	-	-	-	-	-	(60,000)
Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash flows from financing activities														
Proceeds from Debt	529,000	-	-	-	-	-	-	-	-	-	-	-	-	529,000
Proceeds on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	412,119	(157,039)	(157,039)	208,702	(54,356)	220,988	117,101	(93,958)	(93,958)	202,631	(93,958)	(62,878)		
	-	412,119	255,080	98,042	306,744	252,388	473,375	590,476	496,518	402,560	605,191	511,233		
	\$ 412,119	\$ 255,080	\$ 98,042	\$ 306,744	\$ 252,388	\$ 473,375	\$ 590,476	\$ 496,518	\$ 402,560	\$ 605,191	\$ 511,233	\$ 448,355		

Teach High School - NV**Multi-Year Projection**

Revised 7/9/2021



	FY22	FY23	FY24	FY25	FY26	FY27
Key Assumptions						
Attendance	150	425	550	675	800	975
DSA Funding Rate	7,403	7,403	7,403	7,403	7,403	7,403
Revenue Growth Rate	n/a	3.00%	3.00%	3.00%	3.00%	3.00%
Payrol COLA	n/a	2.00%	2.00%	2.00%	2.00%	2.00%
OPEX COLA	n/a	3.00%	3.00%	3.00%	3.00%	3.00%
Revenues						
<u>Distributive School Account</u>						
1110 Ad Valorem Taxes	\$ 712,668	\$ 2,019,227	\$ 2,613,117	\$ 3,207,007	\$ 3,800,897	\$ 4,632,344
1120 Sales and Use Taxes	347,311	984,048	1,273,475	1,562,901	1,852,327	2,257,523
1191 Franchise Fees	48	136	175	215	255	311
1192 Basic General Governmental Services Ta	47,500	134,584	174,168	213,751	253,335	308,752
3110 Basic Support	2,922	8,280	10,715	13,151	15,586	18,995
	1,110,450	3,146,275	4,071,650	4,997,025	5,922,400	7,217,925
<u>State Revenue</u>						
3115 Special Ed portion to DSA	62,790	193,375	244,750	300,375	356,000	433,875
3200 Restricted Grants-in-Aid	1,021,237	461,258	17,505	-	-	-
	1,084,027	654,633	262,255	300,375	356,000	433,875
<u>Federal Revenue</u>						
4500 Restricted Grants-in-Aid	-	-	-	-	-	-
4510 Title I	96,600	273,700	354,200	434,700	515,200	627,900
4520 Title IIA	525	1,488	1,925	2,363	2,800	3,413
4571 Special Education Part B	28,620	81,090	104,940	128,790	152,640	186,030
4703 E-Rate	-	-	-	-	-	-
	125,745	356,278	461,065	565,853	670,640	817,343
<u>Other Local Revenue</u>						
1790 Other Activity Income	312,000	-	-	-	-	-
	312,000	-	-	-	-	-
Total Revenue	2,632,222	4,157,185	4,794,970	5,863,253	6,949,040	8,469,143
Expenses						
<u>Personal Services-Salaries</u>						
0111 Regular Employees: Teachers	445,500	503,335	613,954	626,532	798,027	1,083,892
0112 Regular Employees: Instructional Aides	-	60,000	91,800	124,848	191,017	259,784
0114 Regular Employees: Licensed Admin	90,000	163,900	167,178	247,013	341,994	348,834
0117 Regular Employees: Other Classified	28,000	154,610	220,129	224,532	229,022	324,040
	563,500	881,845	1,093,061	1,222,925	1,560,061	2,016,550
<u>Personnel Services - Employee Benefits</u>						
0211 Group Insurance: Teacher	4,752	7,050	10,337	12,836	16,366	17,648
0212 Group Insurance: Instructional Aides	-	441	899	1,375	2,338	3,339
0214 Group Insurance: Licensed Admin.	1,296	1,763	1,798	2,292	2,806	2,862
0217 Group Insurance: Other Classified	432	881	1,798	2,292	2,338	3,339
0231 Retirement: Teachers	130,309	147,225	179,582	183,261	233,423	317,039
0232 Retirement: Instructional Aides	-	3,720	5,692	7,741	11,843	16,107
0234 Retirement: Licensed Admin.	5,580	10,162	10,365	15,315	21,204	21,628
0237 Retirement: Other Classified	8,190	45,223	64,388	65,676	66,989	94,782
0241 Medicare: Teachers	6,460	7,298	8,902	9,085	11,571	15,716
0242 Medicare: Instructional Aides	-	870	1,331	1,810	2,770	3,767
0244 Medicare: Licensed Admin.	1,305	2,377	2,424	3,582	4,959	5,058
0247 Medicare: Other Classified	406	2,242	3,192	3,256	3,321	4,699
0261 Unemployment: Teachers	8,424	9,360	11,232	11,232	14,040	18,720
0262 Unemployment: Instructional Aides	-	1,800	2,754	3,744	5,616	7,488
0264 Unemployment: Licensed Admin.	936	1,872	1,872	2,808	3,744	3,744
0267 Unemployment: Other Classified	840	4,493	6,418	6,507	6,525	8,415
0271 Worker's Comp: Teachers	2,896	3,272	3,991	4,072	5,187	7,045
0272 Worker's Comp: Instructional Aides	-	390	597	812	1,242	1,689
0274 Worker's Comp: Licensed Admin.	585	1,065	1,087	1,606	2,223	2,267
0277 Worker's Comp: Other Classified	182	1,005	1,431	1,459	1,489	2,106
0281 Health Benefits: Teachers	110,839	173,803	241,121	303,573	413,794	515,068
0282 Health Benefits: Instructional Aides	-	5,346	11,761	19,406	35,578	54,790
0284 Health Benefits: Licensed Admin.	14,580	21,384	23,522	32,343	42,693	46,962
0287 Health Benefits: Other Classified	4,860	10,692	23,522	32,343	35,578	54,790
	302,871	463,734	620,015	728,427	947,636	1,229,066

Teach High School - NV**Multi-Year Projection**

Revised 7/9/2021



	FY22	FY23	FY24	FY25	FY26	FY27	
Purchased Professional and Technical Services							
0310	Offical/Administrative Services	131,851	207,859	239,749	586,325	694,904	846,914
0320	Professional Educational Services	159,118	278,361	371,038	469,026	532,560	638,529
0337	Prof-Dev/Technology Training	15,000	43,775	58,350	65,716	80,222	100,704
0340	Other Professional Services	2,000	5,837	7,780	9,835	12,005	15,071
0345	Marketing	26,336	26,336	26,336	26,336	26,336	26,336
0350	Technical Services	26,390	68,470	85,676	99,875	117,259	141,224
0351	Data Processing and Coding Services	52,077	83,930	91,873	110,000	110,000	110,000
		<u>412,772</u>	<u>714,567</u>	<u>880,802</u>	<u>1,367,113</u>	<u>1,573,286</u>	<u>1,878,778</u>
Purchased Property Services							
0410	Utility Services	50,052	86,068	104,724	122,795	142,242	165,580
0420	Cleaning Services	21,000	61,285	81,689	103,263	126,057	145,207
0441	Renting Land and Buildings	606,023	624,203	642,929	662,216	682,083	702,545
		<u>677,075</u>	<u>771,556</u>	<u>829,342</u>	<u>888,274</u>	<u>950,382</u>	<u>1,013,332</u>
Other Purchased Services							
0519	Student Transportation	44,000	128,407	171,159	216,360	264,119	331,552
0521	Property Insurance "Business Owners"	32,700	55,430	65,175	69,183	81,211	87,397
0531	Postage	2,113	6,166	8,219	10,390	12,684	15,922
0534	Telephone - Cell phone services	15,000	28,775	38,355	48,485	59,187	74,298
0580	Travel	1,575	2,596	3,461	4,375	5,340	6,704
		<u>95,388</u>	<u>221,374</u>	<u>286,369</u>	<u>348,793</u>	<u>422,542</u>	<u>515,874</u>
Supplies							
0610	General Supplies	46,106	134,553	138,589	170,189	195,153	224,556
0612	Technology Supplies and Equipment	308,046	317,288	330,807	338,231	345,878	371,595
0641	Textbooks	38,327	111,850	139,090	167,822	194,867	204,620
0651	Supplies -Tech -Software	37,781	110,257	146,966	185,778	201,787	253,306
0652	Supplies-Equipment	3,250	9,485	12,642	15,981	19,509	24,490
		<u>433,510</u>	<u>683,432</u>	<u>768,094</u>	<u>878,002</u>	<u>957,194</u>	<u>1,078,566</u>
Debt Service and Misc.							
0810	Dues and Fees	1,050	3,064	4,084	5,163	6,303	7,912
		<u>1,050</u>	<u>3,064</u>	<u>4,084</u>	<u>5,163</u>	<u>6,303</u>	<u>7,912</u>
General							
0591	Sponsorship Fee	13,881	39,328	50,896	62,463	74,030	90,224
0790	Depreciation	-	-	-	-	-	-
		<u>13,881</u>	<u>39,328</u>	<u>50,896</u>	<u>62,463</u>	<u>74,030</u>	<u>90,224</u>
Total Expenses		<u>2,500,047</u>	<u>3,778,902</u>	<u>4,532,664</u>	<u>5,501,159</u>	<u>6,491,434</u>	<u>7,830,301</u>
Surplus (Deficit)		<u>\$ 132,175</u>	<u>\$ 378,284</u>	<u>\$ 262,306</u>	<u>\$ 362,094</u>	<u>\$ 457,606</u>	<u>\$ 638,841</u>
Fund Balance, Beginning of Year							
		-	132,175	510,459	772,764	1,134,858	1,592,464
Fund Balance, End of Year							
		<u>\$ 132,175</u>	<u>\$ 510,459</u>	<u>\$ 772,764</u>	<u>\$ 1,134,858</u>	<u>\$ 1,592,464</u>	<u>\$ 2,231,305</u>
		5.3%	13.5%	17.0%	20.6%	24.5%	28.5%
Cash Flow Adjustments							
Monthly Surplus (Deficit)		132,175	378,284	262,306	362,094	457,606	638,841
Cash flows from operating activities							
Depreciation/Amortization		-	-	-	-	-	-
Public Funding Receivables		(355,985)	(192,924)	(15,035)	(122,798)	(127,174)	(83,789)
Accounts Payable		1,157	2,121	964	964	964	1,350
Accrued Expenses		-	-	-	-	-	-
Other Liabilities		202,008	104,034	53,577	-	-	-
Cash flows from investing activities							
Purchases of Prop. And Equip.		(60,000)	-	-	-	-	-
Notes Receivable		-	-	-	-	-	-
Cash flows from financing activities							
Proceeds from Debt		529,000	-	-	-	-	-
Proceeds on Debt		-	(8,000)	(8,000)	(8,000)	-	-
Total Change in Cash		<u>448,355</u>	<u>283,515</u>	<u>293,811</u>	<u>232,259</u>	<u>331,395</u>	<u>556,402</u>
Cash, Beginning of Month		-	448,355	731,869	1,025,681	1,257,940	1,589,335
Cash, End of Month		<u>448,355</u>	<u>731,869</u>	<u>1,025,681</u>	<u>1,257,940</u>	<u>1,589,335</u>	<u>2,145,737</u>

Cover Sheet

TEACH Las Vegas Amended Budget

Section:	III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION
Item:	B. TEACH Las Vegas Amended Budget
Purpose:	Vote
Submitted by:	
Related Material:	SY21-22- TEACH Las Vegas - Amended Budget- 7.9.2021.xlsx

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

SY21-22- TEACH Las Vegas - Amended Budget- 7.9.2021.xlsx

Cover Sheet

TEACH Las Vegas Sublease with Explore Academy

Section: III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION

Item: C. TEACH Las Vegas Sublease with Explore Academy

Purpose: Vote

Submitted by:

Related Material:

MB Sublease with Explore Academy (N. Rancho Blvd.)JULY12-1.docx

Red Hook_Teach Vegas -- Consent to Sublease(72840900v1).pdf

GTRedline_MB Sublease with Explore Academy (N. Rancho Blvd.) - Sublease with Explore Academy (N. Rancho Blvd.) (003) 7-9 comments.pdf

58666445_v 2_Sublease with Explore Academy (N. Rancho Blvd.) (003) 7-9 comments.DOCX

SUBLEASE AGREEMENT

(4648, 4656 and 4660 North Rancho Drive)

This Sublease Agreement (this “**Sublease**”) is entered into as of July 15, 2021 (the “**Effective Date**”) by and between sublessor TEACH Las Vegas, a Nevada nonprofit corporation (“**TEACH**”) and subtenant Explore Academy Las Vegas, a Nevada nonprofit corporation (“**Explore**”), collectively the “**Parties**” and each a “**Party**”, with reference to the following facts:

A. TEACH leases school facilities located at 4648, 4656 and 4660 North Rancho Drive, Las Vegas, Nevada (“**Premises**”) pursuant to that certain Lease Agreement dated April 8, 2021 (the “**Master Lease**”) by and between Red Hook Rancho LLC, a Delaware limited liability company (“**Landlord**”) and TEACH. The Premises are depicted within Exhibit A attached hereto.

B. The Parties desire for Explore to sublease a portion of TEACH’s Premises, consisting of sixteen (16) classrooms and additional space as described below (the “**Subleased Premises**”), pursuant to the terms, covenants and conditions set forth in this Sublease.

NOW, THEREFORE, in consideration of their mutual covenants and promises, the Parties agree to the foregoing and as follows:

1. Subleased Premises and Permitted Use. TEACH hereby subleases to Explore, and Explore accepts and subleases from TEACH, the following Subleased Premises for the Term and pursuant to the terms and conditions set forth in this Sublease. The Parties acknowledge and agree that no measurement of the Subleased Premises is provided, and that no measurement of such square footage shall affect the amount of Rent or any other substantive provision of this Sublease.

1.1 Exclusive Space. The Subleased Premises shall include Explore’s exclusive use of the following: two (2) classrooms in Building 1(A), also known as 4660 North Rancho Drive; eight (8) classrooms in Building 4(B), also known as 4656 North Rancho Drive; and six (6) classrooms in Building 10(C), also known as 4648 North Rancho Drive.

1.2 Shared Space; Parking. The Subleased Premises shall also include Explore’s shared use with TEACH of the administrative offices and cafeteria in Building 1(A), and shared access to common areas, such as halls and restrooms, within the buildings where Explore’s classrooms are located. Prior to the commencement of the school year, the Parties shall meet to agree upon the arrangements and schedule for shared spaces at the Premises (e.g., the administrative offices and cafeteria) and drop-off and pick-up procedures for both schools in order to jointly and efficiently use the ingress, egress and parking at the Premises. The Parties shall also exchange school and event calendars, and shall schedule special events at the Premises in a manner that minimizes any impact on each Party’s educational programs. The cafeteria Building 1(A) room 131 will be physically divided (50% of sqft for each school) by a physical wall or partition. The selection will be agreed to by both schools. The expense of the physical wall or partition will be split by each school. The administrative offices in Building 1(A) will be divided as follows, Explore will occupy 143 and 146. TEACH will occupy 137, 139, 140, 141. Rooms 144 & 142 will be shared.

1.3 Additional Space. In addition to the above, the Parties may agree for Explore to use one or more additional classroom(s) in Building 10(C) at a rate of \$2,000 per month per classroom.

1.4 Permitted Use. Explore shall use the Subleased Premises for the purpose of operating a charter school (the “**Permitted Use**”). Explore shall not use or rent the Subleased Premises as a residential rental property to others. Explore shall not use or permit the use of the Subleased Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs TEACH or other tenants on the Premises, or causes damage to neighboring premises or properties. Explore is responsible for acquiring and maintaining at all times during the Term all necessary permits and approvals for operating its Permitted Use at the Subleased Premises.

1.5 Compliance with Applicable Requirements. Except as otherwise provided in this Sublease, Explore shall, at Explore’s sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of TEACH’s or Landlord’s engineers and/or consultants which relate in any manner to the such Applicable Requirements, without regard to whether such Applicable Requirements are now in effect or become effective after the Effective Date. Explore shall, within ten (10) days after receipt of TEACH’s or Landlord’s written request, provide the requesting party (i.e., TEACH or Landlord) with copies of all permits and other documents, other information evidencing Explore’s compliance with any Applicable Requirements, and other information evidencing Explore’s possession of all applicable permits and approvals pertaining to its Permitted Use, and shall immediately upon receipt, notify TEACH in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Explore or the Premises or Subleased Premises to comply with any Applicable Requirements or of Explore’s ability to operate at the Subleased Premises for its Permitted Use.

1.5.1 “**Applicable Requirements**” means any and all applicable building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances pertaining to the Premises or Subleased Premises.

2. Term. The term of this Sublease (“**Term**”) shall commence on July 15, 2021 and expire on January 31, 2022. The Parties may agree to extend the Term thereafter on a month-to-month basis. This Sublease may be terminated as follows: prior to January 31, 2022, by TEACH upon sixty (60) days’ prior written notice to Explore; during the month-to-month extension period after January 31, 2022, if applicable, by either Party upon thirty (30) days’ prior written notice to the other Party; or, at any time upon the termination of the Master Lease for any reason.

2.1 Delay in Possession. If TEACH cannot for any reason deliver possession of the Subleased Premises to Explore on July 15, 2021, TEACH shall not be subject to any liability as a result, nor shall such failure affect the validity of this Sublease, nor extend the Term of this Sublease; however, in such case, Explore shall not be obligated to pay Rent or perform any other obligation under this Sublease until possession of the Subleased Premises is tendered to Explore.

2.2 Early Possession. If Explore occupies the Subleased Premises, or any portion of the Premises or Subleased Premises, prior to July 15, 2021, such occupancy shall be subject to all provisions of this Sublease, including the payment of Rent and other monetary obligations. TEACH may, upon the full execution and delivery of this Sublease, including Landlord’s consent hereto, grant Explore access to enter upon the Subleased Premises to install furniture, fixtures and equipment in the Subleased Premises as permitted in accordance with Section 4.2 of this Sublease; provided, however, that Explore shall have previously provided TEACH with proof of Explore’s insurance coverage as set forth in Section 7 of this Sublease. Explore’s access to the Premises or Subleased Premises prior to July 15, 2021, as provided

in this Section 2.2 of this Sublease, shall be subject to any and all safety, security and insurance requirements, procedures and conditions as may be established by TEACH.

3. Rent. As used in this Sublease, “**Rent**” shall include the Base Rent and Additional Rent described below, and all additional charges or expenses to be paid by Explore pursuant to this Sublease.

3.1 Base Rent. During the Term and any month-to-month extension thereof, Explore shall pay to TEACH the base rent of \$52,000 per month (“**Base Rent**”). Explore shall pay TEACH the Base Rent on or before the first day of each month, beginning on July 15, 2021 (for the first monthly period of July 15 through August 15). The monthly Base Rent shall be increased by \$2,000 per additional classroom utilized by Explore in Building 10(C) as described in Section 1.3 of this Sublease. Explore shall pay TEACH first month (July 15 through August 15), last month (January 1 through January 31) and security deposit (\$156,000 total payment) at the time of lease execution.

3.2 Additional Rent. During the Term and any month-to-month extension thereof, Explore shall be responsible for all utilities, repair and maintenance costs, and janitorial services incurred by TEACH, or which may be imposed on TEACH under the Master Lease, in connection with the entirety of Building 1(A), Building 4(B) and Building 10(C) at the Premises. TEACH shall provide periodic statements to Explore outlining Explore’s share of the such expenses, and shall provide Explore access to reasonable backup documentation for such costs upon request. Explore shall submit payment to TEACH within thirty (30) days after receipt of such statement from TEACH.

3.3 Payment of Rent. Rent shall be payable to “TEACH Las Vegas”, without further notice or demand and without deduction or offset, in lawful money of the United States of America at the address specified in Section 12 of this Sublease, or at such other address as TEACH may from time to time specify. If the Term shall end on a day other than the 15th day of a month (noting that the Term commences on July 15, 2021), then Explore shall pay a pro rata portion of the Rent, prorated on a per diem basis, with respect to the portion of the fractional 30-day month period included in the Term.

3.4 Late Payment Charges and Interest. If any installment of Rent, or any monetary payment due to TEACH hereunder, is not paid on or before the fifth (5th) business day after the date due, then the unpaid amounts shall bear interest at the lower of ten percent (10%) per annum or the maximum lawful rate from the date due to the date of payment (collectively, the “**Interest Rate**”). In addition, Explore acknowledges that the late payment of any installment of Rent will cause TEACH to incur certain costs and expenses not contemplated under this Sublease, the exact amount of which are extremely difficult or impractical to fix. These costs and expenses will include, without limitation, administrative and collection costs and processing and accounting expenses. Therefore, if any installment of Rent is not received by TEACH on or before the fifth (5th) business day following the date due, then Explore shall pay to TEACH a charge for administration collection and accounting expenses equal to ten percent (10%) of the amount of such delinquent amounts due in addition to the installment of Rent then owing with interest accruing at the Interest Rate. The Parties agree that the late payment charge represents a reasonable estimate of TEACH’s costs and expenses and is fair compensation for TEACH’s loss suffered by Explore’s nonpayment of any amounts when due and payable pursuant to this Sublease. This provision shall not relieve Explore from payment of Rent at the time and in the manner herein specified.

3.5 Security Deposit. On or before the fifth (5th) business day following the full execution and delivery of this Sublease, Explore shall deposit with TEACH a security deposit in the amount of \$52,000 (the “**Security Deposit**”). The Security Deposit shall be held by TEACH without liability for

interest and as security for the performance by Explore of Explore's covenants and obligations under this Sublease, it being expressly understood that the Security Deposit shall not be considered an advance payment of Rent or a measure of TEACH's damages in case of default by TEACH. TEACH may, but shall not be required to, apply all or part of the Security Deposit to any past due Rent or other charges from Explore or to cure any other defaults of Explore, without prejudice to any other remedy. If Explore uses any part of the Security Deposit for such purposes, Explore shall deposit additional funds to restore the Security Deposit to its full amount within ten (10) days after TEACH's written request. Explore's failure to do so shall be a material default under this Sublease. Explore may not attempt to credit the Security Deposit to the last month's Rent hereunder. If Explore shall fully and faithfully performs every provision of this Sublease to be performed by it, the Security Deposit, or any balance thereof, shall be returned to Explore within thirty (30) days following the expiration or termination of this Sublease.

4. Condition of Subleased Premises.

4.1 Inspection and Acceptance. Explore represents and warrants to TEACH that, as of the Effective Date, Explore shall have examined and inspected all matters with respect to taxes, income and expense data, insurance costs, permissible uses, zoning, covenants, conditions and restrictions and all other matters which in Explore's judgment bear upon the value and suitability of the Subleased Premises for Explore's purposes and Permitted Use. Explore has and will rely solely on Explore's own inspection and examination of such items and not on any representations of TEACH, express or implied. By entering the Subleased Premises, Explore shall be deemed to accept the same in their respective conditions existing as of the date of such entry and subject to all applicable municipal, county, state and federal statutes, laws, ordinances, including zoning ordinances, and regulations governing and relating to the use, occupancy or possession of the Subleased Premises.

4.2 Modifications. Explore agrees to accept the Subleased Premises as is, where is, in its current condition, with all faults and defects, if any. Explore shall not make or cause to be made any modifications, alterations or improvements to the Subleased Premises, including the installation of signage, fixtures or other affixed equipment, without the prior written consent of TEACH, which shall have absolute discretion subject to the Master Lease and any necessary governmental approvals. Any signage, materials, work, modification, installations, furniture, equipment, supplies and decorations of any nature brought upon the Premises, or installed in the Subleased Premises or removed from the Subleased Premises by Explore, shall be at Explore's sole risk, and shall be installed, maintained and removed at the sole cost and expense of Explore. Explore shall protect, defend, indemnify and hold harmless TEACH from all liabilities, including restoration charges, which may be imposed by Landlord or other parties due to Explore's modifications, alterations, improvements and tenant improvements.

4.3 No Representations or Warranties. Explore acknowledges and agrees that TEACH makes no warranty as to the habitability, fitness or suitability of the Premises or Subleased Premises for a particular purpose, nor as to compliance with any laws, rules or regulations, nor as to the absence of any toxic or otherwise hazardous substances. Explore further acknowledges and agrees that TEACH makes no representation or warranty regarding the permitted grade levels or enrollment levels for the Premises or Subleased Premises, nor any representation or warranty regarding any other governmental or quasi-governmental approvals, licenses, or permits that might be required in connection with Explore's intended use of the Subleased Premises, including Explore's charter, all of which shall be obtained and maintained by Explore at Explore's sole cost and expense without any right of contribution or reimbursement from TEACH.

5. Repairs and Maintenance. Explore shall, at Explore's sole expense, keep the Subleased Premises in good order and sanitary condition, and repair any damage to the Premises caused by Explore or Explore's agents, employees, students, guests or contractors, including the Subleased Premises and the entirety of Building 1(A), Building 4(B) and Building 10(C). Explore acknowledges and agrees that any repair or maintenance costs incurred by TEACH in connection with Building 1(A), Building 4(B) and Building 10(C) shall be paid by Explore as Additional Rent pursuant to Section 3.2 of this Sublease.

6. Hazardous Substances. Explore shall comply with TEACH's obligations with respect to "Hazardous Substances" as stated in the Master Lease, which is provided below.

6.1 Reportable Uses Require Consent. Explore shall not engage in any activity in or on the Premises or Subleased Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of TEACH and Landlord, and timely compliance (at Explore's expense) with all Applicable Requirements and Environmental Regulations. Notwithstanding the foregoing or anything herein to the contrary, Explore may use any ordinary and customary materials reasonably required to be used in the normal course of the Permitted Use, including such instructional materials as may be used in art, science and other instructional activities, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises, Subleased Premises, or neighboring property, to any meaningful risk of contamination or damage, or expose TEACH, Landlord, or Explore, to any liability therefor.

6.1.1 **"Hazardous Substance"** means mean (a) any oil, flammable substance, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to the Premises, Subleased Premises or to persons on or about the Premises or Subleased Premises or (ii) cause the Premises or Subleased Premises to be in violation of any Environmental Regulation (as defined herein); (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (c) any chemical, material or substance defined as or included in the definition of "waste," "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste," or "toxic substances" or words of similar import under any Environmental Regulation including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 42 USC §§ 9601 *et seq.*; the Resource Conservation and Recovery Act ("**RCRA**"), 42 USC §§ 6901 *et seq.*; the Hazardous Materials Transportation Act, 49 USC §§ 1801 *et seq.*; the Federal Water Pollution Control Act, 33 USC §§ 1251 *et seq.*; and the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65); (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or agency or may or could pose a hazard to the health and safety of the occupants of the Premises, Subleased Premises or the owners and/or occupants of property adjacent to or surrounding the Premises or Subleased Premises, or any other person coming upon the Premises, Subleased Premises or adjacent property; or (e) any other chemical, materials or substance which may or could pose a hazard to the environment.

6.1.2 **"Environmental Regulations"** means any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to dangerous, toxic or hazardous pollutants, Hazardous Substances or chemical waste, materials or substances.

6.1.3 **"Reportable Use"** means (i) the installation or use of any above or below

ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises or Subleased Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises, Subleased Premises or neighboring properties.

6.2 Duty to Inform TEACH. If Explore knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises or Subleased Premises, Explore shall immediately give written notice of such fact to TEACH, and provide TEACH with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

6.3 Remediation. Explore shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises or Subleased Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Explore's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises, Subleased Premises, or neighboring properties, that was caused or materially contributed to by Explore, or pertaining to or involving any Hazardous Substance brought onto the Premises or Subleased Premises during the Term of this Sublease by or for Explore, or by or for a third party at the direction or request of Explore; provided that Explore will have no obligation to clean-up Hazardous Substances that migrate under the Premises or Subleased Premises from adjacent properties without any involvement or contribution from Explore or its agents or employees.

6.4 Indemnification. Explore shall indemnify, defend and hold TEACH and Landlord, and their officers, directors, managers, members, agents, employees, volunteers, and lenders of either of them ("**TEACH's Indemnified Parties**") harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises or Subleased Premises by or for Explore or anyone acting by, through, or under Explore. No termination, cancellation or release agreement entered into by the Parties shall release Explore from its obligations under this Sublease with respect to Hazardous Substances, unless specifically so agreed by TEACH and Landlord in writing at the time of such agreement. The provisions of this Section 6.4 shall survive the termination or expiration of this Sublease.

6.5 Hazardous Substance Remediation. If Explore becomes aware of a Hazardous Substance Condition occurring during the Term of this Sublease, then Explore shall notify TEACH and TEACH shall make the investigation and remediation thereof required by the Applicable Requirements, the costs relating thereto constituting an expense for which Explore is responsible and this Sublease shall continue in full force and effect, but subject to TEACH's Indemnified Parties' rights under Section 6.4 of this Sublease; provided, however, that if a Hazardous Substance Condition occurs as a result of hazardous materials that are brought on the Premises or Subleased Premises by a party other than Explore or anyone acting by, through, or under Explore prior to July 15, 2021, then TEACH shall be solely responsible for making the investigation and remediation thereof at its sole cost and expense, and this Sublease shall continue in full force and effect.

6.5.1 The term “**Hazardous Substance Condition**” shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Section 6.1.1. of this Sublease, in, on, or under the Premises and/or Subleased Premises which requires repair, remediation, or restoration.

7. Insurance. Explore shall keep in force such insurance policies and in such amounts as set forth in Sections 7.2 through 7.5 below. On or before the fifth (5th) business day following the full execution and delivery of this Sublease, Explore will pay \$6,000 to TEACH at the time of lease execution for required property insurance described in 7.1, which TEACH currently has in place under the master lease.

7.1 Property insurance against loss or damage to any structure constituting any part of the Subleased Premises by fire and lightning, with extended coverage and vandalism and malicious mischief insurance. Said extended coverage insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. All insurance provided pursuant to this paragraph shall be in an amount equal to the greater of (i) one hundred percent (100%) of the replacement cost (without depreciation) of all improvements constituting any part of the Subleased Premises or (ii) the principal amount of any loan secured by the Subleased Premises then outstanding, and shall be subject to a deductible not to exceed Five Thousand Dollars (\$5,000).

7.2 Liability insurance in amounts which are customarily carried and against such risks as are customarily insured against by other corporations in connection with the ownership and operation of facilities of similar character and size to the Subleased Premises. Explore shall name both Landlord and TEACH as additionally insured parties to such liability insurance.

7.3 Rental interruption insurance to cover loss, total or partial, of rental income to TEACH for any reason whatsoever, in an amount sufficient to pay the maximum Rent under the Sublease for a period of at least six (6) months. Explore shall obtain and keep in force, for the benefit of TEACH, or otherwise obtain for TEACH (at Explore’s sole cost and expense), such rental interruption insurance insuring TEACH for such amounts of Rent arising from an interruption of the payment of the Rent, and otherwise payable by Explore hereunder.

7.4 Workers’ compensation insurance necessary to comply with Nevada state law.

7.5 All insurance procured and maintained by Explore shall be written by insurance companies satisfactory to TEACH which are licensed to do business in the state in which the Subleased Premises is located with a general policyholder’s rating of not less than A and a financial rating of not less than Class VIII as rated in the most current edition of Best’s Key Rating Guide, or, if it becomes available during the Term of this Sublease, equivalent coverage provided by a charter school self-insurance joint power authority formed and operating under Nevada law. Explore shall obtain waivers of subrogation in favor of TEACH as its interests may appear; moreover, Explore shall obtain a written obligation on the part of each insurance company to notify TEACH at least ten (10) days prior to cancellation of such insurance. Explore shall provide TEACH with an original Certificate of Insurance demonstrating that the insurance required by this Sublease was purchased and is in effect. Explore shall also provide TEACH with a copy of the additional insured, waiver of subrogation endorsements or such other policy language demonstrating that the insurance policies comply with this Sublease. If Explore should fail to comply with the foregoing requirements relating to insurance, TEACH may obtain such insurance and Explore shall pay to TEACH on

demand as additional Rent hereunder the premium cost thereof plus interest. Explore hereby acknowledges and agrees that any such payment and interest shall be payable immediately on demand as additional Rent and that the same are cumulative with, and do not supersede or reduce in any way, TEACH's rights as specified in Section 10 of this Sublease.

8. Indemnity.

8.1 Except for TEACH's negligence or willful misconduct, Explore shall indemnify, protect, defend and hold harmless the Premises, Subleased Premises, and TEACH's Indemnified Parties, as defined in Section 6.4 of this Sublease, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises and/or Subleased Premises by Explore. If any action or proceeding is brought against TEACH's Indemnified Parties by reason of any of the foregoing matters by any third party, Explore shall upon written notice defend the same at Explore's expense by counsel reasonably satisfactory to TEACH and TEACH shall cooperate with Explore in such defense. Neither TEACH nor Landlord need not have first paid any such claim in order to be defended or indemnified. The duty of Explore to defend TEACH's Indemnified Parties is independent of the duty to indemnify and the duty to defend arises immediately upon TEACH's Indemnified Parties being subjected to a claim encompassed by this paragraph. The duty to defend is immediate and is not conditioned upon a final determination as to the legal responsibility of Explore for such claim.

8.2 Subject to the provisions of Section 8.1 and 8.2 of this Sublease, TEACH's Indemnified Parties shall not be liable for injury or damage to the person or goods, wares, merchandise or other property of Explore, Explore's employees, contractors, invitees, customers, students or any other person in or about the Premises or Subleased Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises, the Subleased Premises, or from other sources or places.

8.3 The provisions of this Section 8 shall survive the expiration or termination of this Sublease.

9. Obligations under Master Lease.

9.1 Explore's Obligations. Explore shall not do or permit to be done any act or thing, or omit to do anything, which may constitute a breach or violation of any term, covenant, or condition of the Master Lease, notwithstanding whether such act, thing, or omission is permitted under the terms of this Sublease.

9.2 TEACH's Obligations. TEACH shall not do or permit to be done any act or thing, or omit to do anything, which may constitute a breach or violation of any term, covenant, or condition of the Master Lease, notwithstanding whether such act, thing, or omission is permitted under the terms of this Sublease. Further, and notwithstanding anything contained herein to the contrary, on the request of Explore, TEACH shall make a written demand on Landlord to perform its obligations under the Master Lease with respect to the Subleased Premises if Landlord fails to perform same within the time frame and in the manner required under the Master Lease. However, the obligations of Landlord under the Master Lease shall remain the obligations of Landlord, and shall not be considered the obligations or responsibility

of TEACH. TEACH's only obligation shall be to use commercially reasonable efforts to demand that Landlord perform such obligations for the benefit of Explore.

9.3 Landlord's Obligations. It shall be the obligation of Landlord (i) to provide or cause to be provided all services to be provided by Landlord under the terms of the Master Lease and (ii) to satisfy all obligations and covenants of Landlord made in the Master Lease. Explore acknowledges and agrees that TEACH shall be under no obligation to provide any services or satisfy any obligations or covenants of Landlord.

10. Defaults and Remedies. If Explore fails to perform any of its affirmative duties or obligations, within thirty (30) days after written notice (or, in the case of those duties and obligations that cannot reasonably be performed within thirty (30) days after notice, to commence and diligently prosecute such duties and obligations to completion), TEACH may, at its option, perform such duty or obligation on Explore's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Explore shall pay to TEACH the costs and expenses incurred by TEACH in such performance upon receipt of an invoice therefor. In the event of a Breach, TEACH may, in addition to TEACH's right to terminate this Sublease pursuant to Section 2 of this Sublease and with or without further notice or demand, and without limited TEACH in the exercise of any right or remember which TEACH may have by reason of such Breach:

10.1 Terminate Explore's right to possession of the Subleased Premises by any lawful means, in which case this Sublease shall terminate and Explore shall immediately surrender possession to TEACH. In such event TEACH shall be entitled to recover from Explore: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Explore proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Explore proves could be reasonably avoided; and (iv) any other amount necessary to compensate TEACH for all the detriment proximately caused by Explore's failure to perform its obligations under this Sublease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Subleased Premises, expenses of reletting, including necessary renovation and alteration of the Subleased Premises, reasonable attorneys' fees of TEACH and Landlord, and that portion of any leasing commission paid by TEACH in connection with this Sublease applicable to the unexpired term of this Sublease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Subleased Premises are located at the time of award plus one percent. Efforts by TEACH to mitigate damages caused by Explore's Breach of this Sublease shall not waive TEACH's right to recover damages under this Section 10. If termination of this Sublease is obtained through the provisional remedy of unlawful detainer, TEACH shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or TEACH may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Section 10 was not previously given, a notice to pay rent or quit, or to perform or quit given to Explore under the unlawful detainer statute shall also constitute the notice required by Section 10. In such case, the applicable grace period required by Section 10 and the unlawful detainer statute shall run concurrently, and the failure of Explore to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Sublease entitling TEACH to the remedies provided for in this Sublease and/or by said statute.

10.2 Continue the Sublease and Explore's right to possession and recover the Rent as it becomes due. Acts of maintenance, efforts to re-let, and/or the appointment of a receiver to protect TEACH's interests, shall not constitute a termination of Explore's right to possession.

10.3 Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Subleased Premises are located. The expiration or termination of this Sublease and/or the termination of Explore's right to possession shall not relieve Explore from liability under this Sublease, including under any indemnity provisions of this Sublease as to matters occurring or accruing during the Term hereof or by reason of Explore's occupancy of the Subleased Premises.

10.4 A "**Default**" is a failure by Explore to comply with or perform any of the terms, covenants or conditions under this Sublease.

10.5 A "**Breach**" is the occurrence of one or more of the following Defaults, and the failure of Explore to cure such Default within any applicable grace period:

10.5.1 The abandonment of the Subleased Premises.

10.5.2 The failure of Explore to make any payment of Rent required to be made by Explore hereunder, whether to TEACH or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Sublease which endangers or threatens life or property, where such failure continues for a period of three (3) business days following written notice to Explore.

10.5.3 Any material representation or warranty made in this Sublease, or in any report, certificate, financial statement, or instrument furnished in connection with this Sublease, proves to have been false or misleading when made, in any material respect.

10.5.4 A Default by Explore as to the terms, covenants, conditions or provisions of this Sublease, other than those described in Sections 10.5.1 through 10.5.3 above, where such Default continues for a period of thirty (30) days after written notice; provided, however, that if the nature of Explore's Default is such that more than thirty (30) days are reasonably required for its cure, then it shall not be deemed to be a Breach if Explore commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

10.5.5 The occurrence of any of the following events: (i) Explore's making of any general arrangement or assignment for the benefit of creditors; (ii) Explore's becoming a "debtor" as defined in 11 U.S.C. Section 101 or any successor statute thereto (unless, in the case of a petition filed against Explore, the same is dismissed within ninety (90) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Explore's assets located at the Subleased Premises, or of Explore's interest in this Sublease, where possession is not restored to Explore within sixty (60) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Explore's assets located at the Subleased Premises, or of Explore's interest in this Sublease, where such seizure is not discharged within sixty (60) days; provided, however, in the event that any provision of this subparagraph (e) is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

10.5.6 The discovery that any financial statement of Explore given to TEACH or Landlord was materially false.

10.5.7 The failure of Explore to comply with the following representations, warranties or covenants: (i) except as specifically provided in this Sublease, Explore's covenants not to create, assume, incur or suffer to be created, assumed or incurred any lien on the Sublease Premises, (ii) Explore shall take all actions necessary, and shall not omit to take any action necessary for it to maintain its status (or its derivative status through its sole member) as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended and (iii) the Explore will do, or cause to be done, all things necessary to obtain and maintain status as a charter school under the Charter School Law.

10.6 Nothing in this Section 10 shall be interpreted to prevent Landlord from seeking remedies against Explore for such Default or Breach.

11. Damage or Destruction.

11.1 Notice and Repair. Explore shall promptly notify TEACH of any damage to the Premises or Subleased Premises resulting from fire or any other casualty, so that TEACH can provide the notice required under Section 11.1 of the Master Lease for the repair of such damage. Notwithstanding anything to the contrary herein, in no event shall TEACH nor Landlord be obligated to repair or restore any specialized or dedicated equipment serving Explore or the Subleased Premises, such as any cabling, wiring, supplemental utility system, telephone system or wi-fi network. TEACH's Indemnified Parties shall not be liable for any inconvenience or annoyance to Explore or its visitors, or injury to Explore's business resulting in any way from such damage or the repair thereof; provided however, that if such fire or other casualty shall have damaged the Subleased Premises necessary to Explore's occupancy, and if such damage is not the result of the negligence or willful misconduct of Explore or Explore's employees, contractors consultants, agents, licensees, students, invitees, or anyone else acting by, through, or under this Sublease, TEACH shall allow Explore a proportionate abatement of Base Rent to the extent TEACH is reimbursed from the proceeds of rental interruption insurance, during the time and to the extent the Subleased Premises are unfit for occupancy for the purposes permitted under this Sublease, and not occupied and used by Explore as a result thereof.

11.2 Option to Terminate. Notwithstanding Section 11.1 of this Sublease, if the Subleased Premises are destroyed or damaged to a substantial extent, the Parties shall have the option to terminate this Sublease by giving written notice to the other Party of the exercise of such option within thirty (30) days after such Party becomes aware of such damage, in which event this Sublease shall cease and terminate as of the date of such notice. Upon any such termination of the Sublease pursuant to this Section 11.2, Explore shall pay the Base Rent and additional rent, properly apportioned up to the earlier of the date of termination or the date that Explore vacated the Subleased Premises as a result of the casualty, and both Parties hereto shall thereafter be discharged from all further obligations under this Sublease arising after such termination, except for those obligations which expressly survive the expiration or earlier termination of the Term.

11.3 Waiver of Statutory Provisions. The provisions of this Sublease, including this Section 11, constitute an express agreement between the Parties with respect to any and all damage to, or destruction of, all or any part of the Subleased Premises, and any statute or regulation of the state in which the Subleased Premises is located, with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the Parties, and any other statute or regulation, now or hereafter in effect, shall have no application to this Sublease or any damage or destruction to all or any part of the Subleased Premises.

11.4 Explore’s Responsibilities. There shall be no abatement of Rent (except as expressly provided above in Section 11.1 of this Sublease) and no liability of TEACH’s Indemnified Parties by reason of any injury to or interference with Explore’s business or property arising from the making of any repairs, alterations or improvements in or to any portion of the Premises or Subleased Premises or in or to fixtures, appurtenances and equipment therein. Explore understands that neither TEACH nor Landlord will carry insurance of any kind on Explore’s furniture, furnishings and other personal property, and TEACH’s Indemnified Parties shall not be obligated to repair any damage thereto or replace the same. All such property shall be kept, stored and maintained at the sole risk of Explore.

12. Notices. All notices required or permitted by this Sublease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by email, and shall be deemed sufficiently given if served in a manner specified in this Section 12. A courtesy copy of any notice provided hereunder will be provided by email so long as the Party receiving the notice has delivered its then-current email address to the other. The addresses for the Parties are set forth below and shall constitute the respective addresses for delivery or mailing of notices. Either Party may, by written notice to the others, specify a different address for notice.

To TEACH:	_____	To Explore:	_____
	_____		_____
	_____		_____
Email:	_____	Email:	_____

Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given forty-eight (48) hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given twenty-four (24) hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile or email shall be deemed delivered upon delivery, provided a copy is also delivered via mail or overnight delivery. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

13. Taxes and Assessments.

13.1 Real Property Taxes. TEACH shall file for exemption against any Real Property Taxes with respect to the Premises, and shall maintain such exemption during the Term. Explore shall cooperate with any request by any taxing authority, including, but not limited to, the Internal Revenue Service, any state taxation agency, the City of Las Vegas, or the County of Clark, and any requests by TEACH in connection with TEACH’s attempts to obtain any tax exemption for Real Property Taxes.

13.1.1 **“Real Property Taxes”** includes any form of assessment, real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Landlord or TEACH in the Premises, Landlord’s or TEACH’s right to other income therefrom; and/or Landlord’s or TEACH’s leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the address of the Premises and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Premises is located. “Real Property Taxes” shall also include any tax, fee, levy,

assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the Term of this Sublease, including but not limited to, a change in the ownership of the Premises, and (ii) levied or assessed on machinery or equipment provided by Landlord or TEACH to Explore pursuant to this Sublease.

13.2 Personal Property Taxes. Explore shall pay any and all taxes, assessments, license fees and public charges levied against assessed or imposed upon any of the fixtures, furniture, appliances and personal property installed by Explore upon the Subleased Premises or located in, on, or about the Premises which belong to Explore. Explore shall pay all such taxes, assessments, fees and charges before the date of delinquency. Should Explore fail to pay any such taxes, assessments, fees, or charges, and as a result thereof, TEACH or Landlord becomes obligated to do so, any such amount so paid shall become immediately due and payable as Rent by Explore to TEACH together with interest thereon at the rate of ten percent (10%) per annum, from the date of payment by TEACH or Landlord until paid by Explore. Any such payment by TEACH or Landlord shall not be deemed to be a waiver of any other rights which TEACH may have under the provisions of this Sublease or as provided by law, it being expressly understood that failure of Explore to pay such taxes, assessments, fees or charges may at the option of TEACH be treated as a default in the performance of the terms of this Sublease. Should Explore fail to pay any taxes or assessments above described prior to the delinquency date thereof, and should any interest or penalties become due as a result of failure to pay such taxes or assessments prior to the delinquency date thereof, such interest and penalties shall also be payable by Explore.

14. Assignment and Subletting. Explore shall not sell, assign, encumber, sublet, hypothecate or otherwise transfer by operation of law or otherwise this Sublease or the Explore's interest in and to the Premises or Subleased Premises without first procuring the written consent of TEACH and Landlord in accordance with the Master Lease. Any such sale, assignment, encumbrance, sublease or other transfer in violation of the terms of this Sublease shall be void and shall be of no force or effect.

15. Surrender and Restoration. Explore shall peaceably surrender the Subleased Premises by the expiration date or earlier termination date of this Sublease, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "**Ordinary wear and tear**" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Explore shall repair any damage occasioned by the installation, maintenance or removal of furnishings, fixtures and equipment installed by or for Explore. Explore shall completely remove from the Premises any and all Hazardous Substances brought onto the Premises or Subleased Premises by or for Explore or anyone acting by, through, or under Explore. Any personal property of Explore not removed on or before the expiration date or any earlier termination date shall be deemed to have been abandoned by Explore and may be disposed of or retained by TEACH as TEACH may desire. The failure by Explore to timely vacate the Subleased Premises pursuant to this Section 15 without the express written consent of TEACH, and if required Landlord, shall constitute a holdover under the provisions of Section 17.8 of this Sublease.

16. Landlord Consent. This Sublease is conditioned upon Landlord's written consent to this Sublease, as required under the Master Lease, which is indicated by Landlord's signature below or in an alternative form as agreed to by Landlord, TEACH and Explore. In the event that Landlord fails or refuses to give such consent, this Sublease shall terminate and neither Party shall have any continuing obligation to the other with respect to the Subleased Premises; provided, however, that TEACH shall return the first month's Rent and Security Deposit, if previously delivered to TEACH.

17. Miscellaneous.

17.1 Severability. The invalidity of any provision of this Sublease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

17.2 Days. Unless otherwise specifically indicated to the contrary, the word “days” as used in this Sublease shall mean and refer to calendar days.

17.3 Limitation on Liability. The obligations of TEACH under this Sublease shall not constitute personal obligations of TEACH, and Explore shall look to the Subleased Premises, and to no other assets of TEACH, for the satisfaction of any liability of TEACH with respect to this Sublease.

17.4 Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Sublease.

17.5 No Prior or Other Agreements. This Sublease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Each Party represents and warrants that the execution of the Sublease will not, to the best of the Party’s knowledge, constitute a violation under any material agreements to which such Party is a party.

17.6 Authority. Each person executing this Sublease on behalf of a Party hereto represents and warrants that such person is authorized and empowered to do so and to thereby bind the Party on whose behalf such person is signing.

17.7 Waivers. No waiver by TEACH of the Default or Breach of any term, covenant or condition hereof by Explore, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Explore of the same or of any other term, covenant or condition hereof.

17.8 No Right to Holdover. Explore has no right to retain possession of the Subleased Premises or any part thereof beyond the expiration or termination of this Sublease. In the event that Explore holds over, then the Base Rent shall be increased to one hundred fifty percent (150%) of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by TEACH to any holding over by Explore.

17.9 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

17.10 Covenants and Conditions; Construction of Sublease. All provisions of this Sublease to be observed or performed by Explore are both covenants and conditions. In construing this Sublease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Sublease. Whenever required by the context, the singular shall include the plural and vice versa. This Sublease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

17.11 Binding Effect; Choice of Law. This Sublease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State of Nevada. The prevailing Party in any litigation shall be entitled to its reasonable attorney’s fees.

17.12 Access; Showing Subleased Premises; Repairs. TEACH and Landlord shall have the right to enter the Subleased Premises at any time in the case of an emergency, and otherwise at reasonable times after twenty-four (24) hours' prior written notice, to the extent practicable, for the purpose of inspecting the Subleased Premises, verifying compliance by Explore with this Sublease, showing the Subleased Premises to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Subleased Premises as TEACH and/or Landlord may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Subleased Premises as long as there is no material adverse effect to Explore's use of the Subleased Premises.

17.13 Quiet Possession. Subject to payment by Explore of the Rent and there being no Breach or Event of Default by Explore then in effect, Explore shall be entitled to have quiet possession and quiet enjoyment of the Subleased Premises during the Term hereof, and subject to the shared use and access arrangements with TEACH. Subject to the terms and conditions of this Sublease, the shared use and access arrangements with TEACH, and any rules or procedures implemented by TEACH or Landlord from time to time, Explore shall have access to the Subleased Premises twenty-four (24) hours per day and seven (7) days per week.

17.14 Amendments. This Sublease may be modified only in writing, signed by the Parties in interest at the time of the modification and subject to the requirements of the Master Lease.

17.1 Limitation of Rights to Parties. Nothing in this Sublease expressed or implied is intended or shall be construed to give to any person other than TEACH, Explore and Landlord any legal or equitable right, remedy or claim under or in respect of this Sublease or any covenant, condition or provision herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of TEACH, Explore and Landlord.

17.2 Signage. In addition to the requirements in Section 4.2 of this Sublease, Explore shall not, without first obtaining (i) written approval from TEACH and Landlord, and (ii) all necessary approvals and permits from the relevant governmental agencies, display any sign or other advertisement or fixed display in or on the Premises or Subleased Premises that is visible from the exterior of the Subleased Premises or Subleased Premises. All signs must be professionally designed and prepared and must comply with all Applicable Requirements.

17.3 Premises Security. Explore acknowledges and agrees that TEACH has the right to install security systems at the Premises, including the Subleased Premises. At all times during the Term, Explore shall comply with any security requirements or procedures implemented by TEACH from time to time. Notwithstanding the foregoing, neither TEACH nor Landlord is liable for the security of the Premises nor the Subleased Premises.

17.1 Code Compliance; Occupancy. Explore's taking of possession of the Subleased Premises shall be deemed Explore's acknowledgment that the Premises and Subleased Premises comply with all Applicable Requirements, including, without limitation, the Americans with Disabilities Act and the Asbestos Hazard Emergency Response Act, and Explore will have no right to make a claim for any deficiency in the Premises or Subleased Premises after it has taken possession of the Subleased Premises. In addition, if required, Explore shall obtain from the City of Las Vegas or County of Clark, as applicable, a certificate of occupancy for the use of any portable buildings on the Premises.

17.2 Property Tax Exemption Acknowledgment. The Parties hereby acknowledge and agree that the Rent payable by Explore under this Sublease has been reduced by an amount at least equal to the amount of tax that would have been imposed if the Subleased Premises were not exempt pursuant to Nevada Revised Statutes, Section 361.096.

17.3 State-Mandated Non-Obligation Language. For the avoidance of doubt, all obligations hereunder on the part of TEACH are not the obligations, directly or indirectly, in whole or in part, of the State of Nevada, Nevada State Public Charter School Authority, or Nevada State Department of Education.

17.4 Counterparts. This Sublease may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Sublease as of the Effective Date.

TEACH Las Vegas,
a Nevada nonprofit corporation

Explore Academy Las Vegas,
a Nevada nonprofit corporation

By: _____
Name:
Title:

By: _____
Name:
Title:

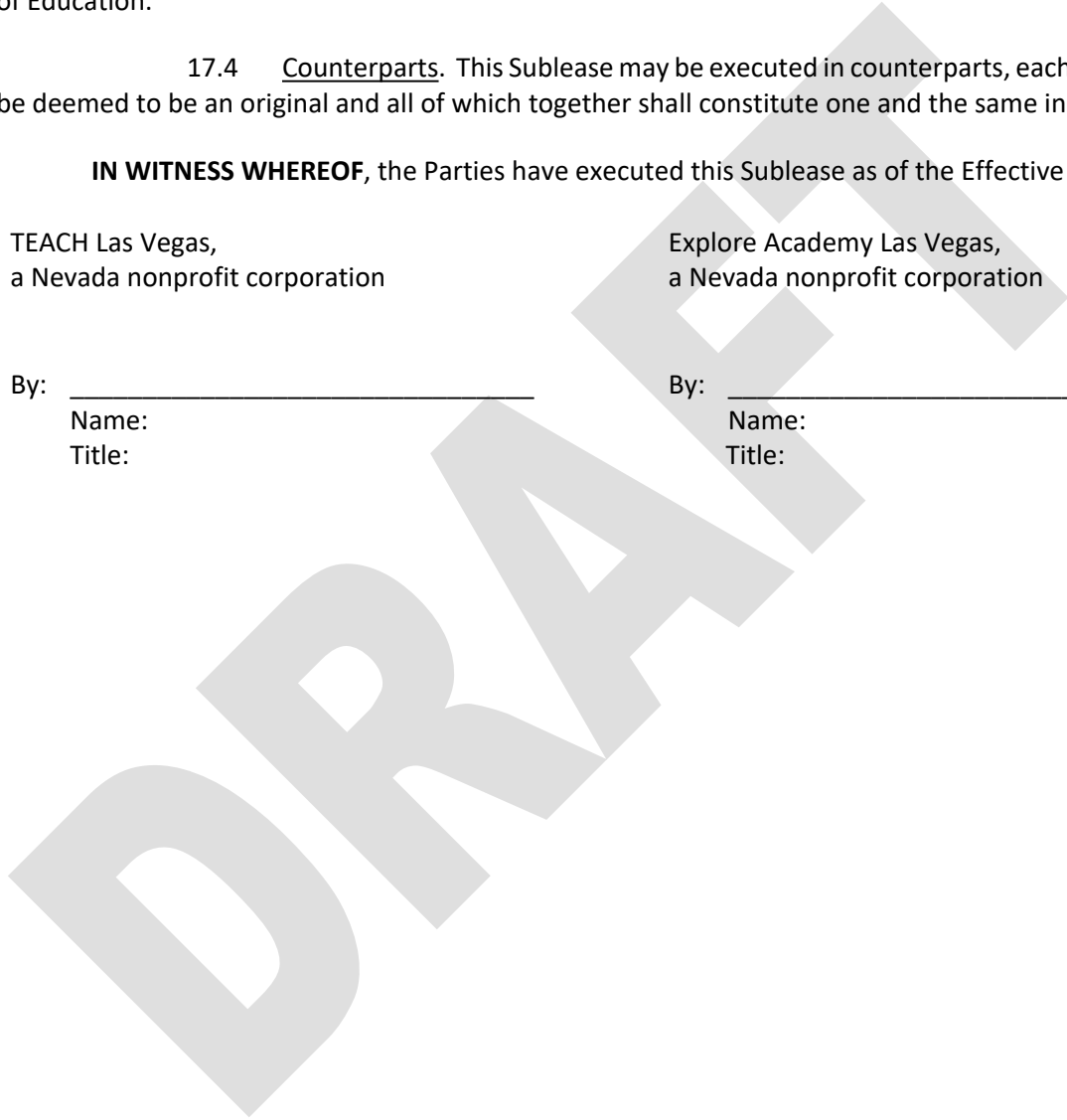


EXHIBIT A

SUBLEASED PREMISES FLOOR PLAN

[Attached]

DRAFT

CONSENT TO SUBLETTING

THIS CONSENT TO SUBLETTING (this “**Consent**”) is made as of July ____, 2021, by and among **RED HOOK RANCHO LLC**, a Delaware limited liability company (“**Landlord**”), **TEACH LAS VEGAS**, a Nevada non-profit corporation (“**Tenant**”), and **EXPLORE ACADEMY LAS VEGAS**, a Nevada non-profit corporation (“**Subtenant**”), with reference to the following facts:

RECITALS

A. Landlord and Tenant entered into that certain Lease Agreement dated April 8, 2021 (the “**Master Lease**”), relating to certain premises more particularly described in the Master Lease (the “**Premises**”).

B. Tenant and Subtenant have entered into a Sublease Agreement of even date herewith (“**Sublease**”). By the terms of the Sublease, Tenant will sublease to Subtenant and Subtenant will sublease from Tenant, a portion of the Premises, consisting of (i) two (2) classrooms in Building 1(A), also known as 4660 North Rancho Drive; (ii) eight (8) classrooms in Building 4(B), also known as 4656 North Rancho Drive; and (iii) at least six (6) classrooms in Building 10(C), also known as 4648 North Rancho Drive, all as more particularly described in the Sublease.

C. Tenant has requested that Landlord consent to Tenant subletting the Premises to Subtenant pursuant to the Sublease. Landlord has agreed to consent to the subletting on the following terms and conditions.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the mutual agreements and covenants hereinafter set forth, Landlord, Tenant and Subtenant agree as follows:

1. Definitions. Unless otherwise defined in this Consent, all defined terms used in this Consent shall have the same meaning and definition given them in the Master Lease.

2. Master Lease.

2.1 The Sublease is and shall be at all times subject and subordinate to all of the terms and conditions of the Master Lease and, notwithstanding anything to the contrary contained in the Sublease, Subtenant agrees to perform all of the covenants of Tenant contained in the Master Lease insofar as the same relate to the Premises, provided that Subtenant shall not be obligated to pay rent, operating expenses or other charges or perform any of Tenant’s obligations in excess of the amounts and obligations specified in the Sublease. In case of any conflict between the provisions of the Master Lease and the provisions of the Sublease, as between Tenant and Landlord, the provisions of the Master Lease shall prevail unaffected by the Sublease. Subtenant shall not violate any of the terms and conditions of the Master Lease to the extent applicable to the use and occupancy of the Premises. Any breach of the Master Lease by Tenant or any breach of the Sublease or Master Lease by Subtenant that results in a breach of the Master Lease shall entitle Landlord to all the rights and remedies provided in the Master Lease.

2.2 Subtenant acknowledges and agrees that, except as provided below, the term of the Sublease shall automatically terminate upon the termination of the Master Lease for any reason whatsoever, including, without limitation, the termination of the Master Lease prior to the expiration of

the term thereof pursuant to a written agreement by and between Landlord and Tenant; provided, Subtenant agrees, at the option and upon written demand of Landlord, to attorn to Landlord for the remainder of the term of the Sublease, such attornment to be upon all of the terms and conditions of the Master Lease. The foregoing provisions shall be self-operative upon such written demand of Landlord, and no further instrument shall be required to give effect to said provisions. Upon demand of Landlord, however, Subtenant agrees to execute, from time to time, such documents as Landlord deems desirable to effect and acknowledge such attornment. Notwithstanding any provision to the contrary in the Sublease or in any other agreement, Subtenant acknowledges that it shall have no right and there shall not be vested in Subtenant any right to exercise rights of first refusal, options, or other similar preferential rights, if any, given to Tenant under the Master Lease.

2.3 Tenant represents and warrants to Landlord that (a) attached to this Consent as Exhibit A is a true and correct copy of the Master Lease, and there exist no amendments, modifications, or extensions of or to the Master Lease except as specified herein, and the Master Lease is now in full force and effect; and (b) to Tenant's actual knowledge, there exist no defenses or offsets to enforcement of the Master Lease by Landlord or Tenant. To Tenant's actual knowledge, (i) Landlord is not in default in the performance of the Master Lease; (ii) Landlord has not committed any breach thereof; and (iii) no event has occurred which, with the passage of time, or the giving of notice, or both, would constitute a default or breach by Landlord. Tenant confirms that it has not assigned or transferred its interest under this Lease or subleased any portion of the Premises except pursuant to the Sublease.

2.4 Tenant and Subtenant represent and warrant to Landlord that (a) there are no additional payments of rent or consideration of any type payable by Subtenant to Tenant with regard to the Premises other than as disclosed in the Sublease; (b) a true, correct and complete copy of the Sublease is attached hereto as Exhibit B; (c) no amendment to the Sublease shall be effective or enforceable between Tenant and Subtenant unless and until Landlord shall have consented to such amendment in writing; and (d) Landlord is not obligated to make any repairs or perform work of any kind with respect to the Premises or Subtenant's occupancy.

3. Consent of Landlord.

3.1 Landlord hereby consents to the subletting of the Premises to Subtenant pursuant to the terms of the Sublease and subject to the terms of this Consent. Landlord's consent as set forth herein shall not release or discharge Tenant of any of its obligations under the Master Lease or release, discharge or alter the primary liability of Tenant to pay rent and all other sums due under the Master Lease and to perform and comply with all other obligations of Tenant under the Master Lease.

3.2 As between Landlord and Tenant, the Sublease shall not alter, amend or otherwise modify any provisions of the Master Lease. Landlord shall have no obligations to any party in connection with the Premises other than those obligations set forth in the Master Lease. Notwithstanding anything to the contrary herein, Tenant and Subtenant hereby acknowledge and agree that Landlord is not a party to the Sublease and is not bound by the provisions thereof, including, without limitation, any modifications or amendments thereof. Further, Tenant acknowledges that Landlord provides no assurance or representation regarding any form of Sublease (regardless of whether any such form or agreement may have been provided by Landlord), or any of the terms or provisions thereof. This Consent shall not be construed as a consent by Landlord to, or as permitting, any other or further subletting or assignment by Tenant or Subtenant. Landlord shall not be bound or estopped in any way by the provisions of the Sublease. Landlord shall not (i) be liable to Subtenant for any act, omission or breach of the Sublease by Tenant; (ii) be subject to any offsets or defenses that Subtenant might have against Tenant; (iii) be bound by any base rent or other rent

that Subtenant might have paid in advance to Tenant; or (iv) be bound to honor any rights of Subtenant in any security deposit made with Tenant, except to the extent Tenant has delivered such security deposit to Landlord. Tenant hereby agrees that in the event of termination of the Master Lease, Tenant shall, upon the written demand of Landlord, immediately pay or transfer to Master Landlord any security deposit, rent or other sums then held by Tenant from Subtenant.

4. **Assignment of Rent.**

4.1 Subject to the terms of Section 4.2, Tenant hereby absolutely and irrevocably assigns and transfers to Landlord Tenant's rights under the Sublease to all rentals and other sums due Tenant under the Sublease.

4.2 Landlord agrees that until a default shall occur in the performance of Tenant's obligations under the Master Lease, Tenant shall have a license to receive, collect and enjoy the rentals and other sums due Tenant under the Sublease except as otherwise provided under the Master Lease. However, said license shall automatically terminate without notice to Tenant upon the occurrence of a default by Tenant in the performance of its obligations under the Master Lease, and Landlord may thereafter, at its option, receive and collect, directly from Subtenant, all rentals and other sums due or to be due Tenant under the Sublease. Landlord shall not, by reason of the assignment of all rentals and other sums due Tenant under the Sublease nor by reason of the collection of said rentals or other sums from the Subtenant, (a) be bound by or become a party to the Sublease, (b) be deemed to have accepted the attornment of Subtenant, or (c) be deemed liable to Subtenant for any failure of Tenant to perform and comply with Tenant's obligations under the Sublease. Tenant hereby irrevocably authorizes and directs Subtenant, upon receipt by Subtenant of any written notice from Landlord stating that a default exists in the performance of Tenant's obligations under the Master Lease, to pay directly to Landlord the rents and other income due and to become due under the Sublease. Tenant agrees that Subtenant shall have the right to rely solely upon such notice from Landlord, notwithstanding any conflicting demand by Tenant or any other party. Tenant hereby agrees to indemnify, defend and hold Subtenant harmless from any and all claims, losses, liabilities, judgments, costs, demands, causes of action and expenses (including, without limitation, attorneys' fees and consultants' fees) (collectively, "**claims**") that Subtenant may incur in relying on any written notice from Landlord and/or paying rent and other sums due under the Sublease directly to Landlord in accordance with this Section 4.2. Without limiting the generality of the foregoing, the acceptance of rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant or Subtenant of the Master Lease or Sublease other than the failure of Tenant or Subtenant, as the case may be, to pay the particular rental so accepted. Tenant and Subtenant each agree and acknowledge that the foregoing provides actual and sufficient knowledge to Tenant and Subtenant, respectively, that acceptance of a partial rent payment by Landlord does not constitute a waiver of any of Landlord's rights, including any right Landlord may have to recover possession of the Premises.

5. Indemnification. Except as a result of the negligence or willful misconduct of Landlord, its agents, contractors and/or employees, Tenant and Subtenant each, collectively and individually, agree to indemnify and hold harmless Landlord and Landlord's members, agents, employees, partners, shareholders, directors, invitees, and independent contractors (collectively "**Agents**") of Landlord, against and from any and all Claims arising from or related to the following: (a) Subtenant's use of the Premises or any activity done, permitted or suffered by Subtenant in, on or about the Premises, or the Building; (b) the Sublease and any act or omission by Subtenant or its Agents in connection with or related to the Sublease, the Premises, or the Building; (c) any Hazardous Substance (as defined in the Lease) used, stored, released, disposed, generated, or transported by Subtenant or its Agents in, on, or about the Premises, including without limitation, any Claims arising from or related to any Hazardous Substance

investigations, monitoring, cleanup or other remedial action; and (d) any action or proceeding brought on account of any matter referred to in items (a), (b), and/or (c). In addition to the foregoing, the indemnifications of Landlord by Tenant as set forth in Sections 8.2(d) and 10.5 of the Master Lease for any loss, cost, damage, expense and liability (including, without limitation, court costs and reasonable attorneys' fees) incurred in connection with or arising from any cause in, on or about the Premises or from liability related to Hazardous Substances, shall extend to, and be the additional obligation of, Subtenant. If any action or proceeding is brought against Landlord by reason of any such Claims, upon notice from Landlord, Tenant and Subtenant each agree to defend the same at their own expense with counsel reasonably satisfactory to Landlord. The respective obligations of Tenant and Subtenant under this Section 5 shall survive any termination of the Sublease or the Master Lease.

6. Assignment and Sub-Subletting. Subtenant shall not voluntarily or by operation of law, (1) mortgage, pledge, hypothecate or encumber the Sublease or any interest therein; (2) assign or transfer the Sublease or any interest therein; (3) sub-sublet the Premises or any part thereof, or any right or privilege appurtenant thereto; or (4) allow any other person (the employees, agents and invitees or Subtenant excepted) to occupy or use the Premises, or any portion thereof, without first obtaining the written consent of Landlord.

7. Miscellaneous Provisions.

7.1 Tenant Defaults. Landlord shall use reasonable efforts to notify Subtenant of any default by Tenant under the Master Lease of which Landlord has actual knowledge and which is not cured within any applicable notice and cure period provided in the Master Lease; provided, however, that the failure of Landlord to provide such notice shall not give rise to liability on the part of Landlord or otherwise alter or modify the rights and obligations of the parties hereunder. The giving of any such notice to Subtenant shall not vest in Subtenant any rights or remedies except as otherwise expressly set forth herein.

7.2 Modification. Tenant and Subtenant agree not to amend, modify, supplement, or otherwise change in any respect the Sublease except with the prior written consent of Landlord. This Consent shall not create in Subtenant, as a third party beneficiary or otherwise, any rights except as set forth in this Consent.

7.3 Entire Agreement; Successors. This Consent, together with the provisions of the Master Lease relating to subletting or assigning, contains the entire agreement between the parties hereto regarding the matters which are the subject of this Consent. In the event of a permitted assignment under the Master Lease by Landlord or Tenant of its interest in the Master Lease, then the assignee of either Landlord or Tenant, as applicable, shall automatically be deemed to be the assignee of Landlord or Tenant under this Consent, and such assignee shall automatically assume the obligations of Landlord or Tenant under this Consent. No other assignments of this Consent shall be permitted, except with the written consent of all parties hereto. Any attempted assignment in violation of this section shall be void. The terms, covenants and conditions of this Consent shall apply to and bind the heirs, successors, the executors and administrators and permitted assigns of all the parties hereto. The parties acknowledge and agree that no rule or construction, to the effect that any ambiguities are to be resolved against the drafting party, shall be employed in the interpretation of this Consent. If any provision of this Consent is determined to be illegal or unenforceable, such determination shall not affect any other provisions of this Consent, and all such other provisions shall remain in full force and effect.

7.4 Notices. All notices, demands, statements, or communications (collectively, “**Notices**”) given or required to be given by any other party to another shall be in writing, shall be sent by (i) United States certified or registered mail, postage prepaid, return receipt requested, or (ii) a reputable national overnight courier service with receipt therefor or (iii) delivered personally. Any Notice will be deemed given three (3) days after it is mailed or upon the date personal delivery is made. If Tenant or Subtenant are notified of the identity and address of Landlord’s mortgagee or ground or underlying lessor (if applicable), Tenant and Subtenant agree to provide such mortgagee or ground or underlying lessor written notice of any default by Landlord under the terms of this Consent by registered or certified mail, and such mortgagee or ground or underlying lessor (if applicable) shall be given a reasonable opportunity to cure such default prior to Tenant’s exercising any remedy available to Tenant. All Notices shall be sent to the following addresses, or to such other place as each party may from time to time designate in a written notice to the other parties:

Landlord: Red Hook Rancho LLC
2120 E Grand Avenue, Suite 135
El Segundo, CA 90245
Attention: Craig Underwood
Email: cunderwood@redhookcap.com

With a copy to: Seyfarth Shaw LLP
601 S. Figueroa Street, #3300
Los Angeles, CA 90017
Attention: Alex S. Johnson, Esq.
Email: asjohnson@seyfarth.com

Tenant: c/o TEACH, Inc.
10600 S. Western Avenue
Los Angeles, CA 90047
Attention: Matthew Brown
Email: mbrown@teachps.org

Subtenant: _____

Attention: _____
Email: _____

Without limiting the generality of the notice requirements set forth in the Master Lease, Tenant hereby agrees to give Landlord immediate notice when any one or more of the following conditions arise: (1) the Sublease expires or is terminated; (2) the rent due pursuant to the Sublease is adjusted; or (3) if applicable, Subtenant renews or extends the term of the Sublease. In addition, notwithstanding anything in the Master Lease or this Consent to the contrary, Landlord’s failure to give a notice of any breach or default under the Master Lease or this Consent to Tenant or Subtenant shall not be construed to release Tenant or Subtenant from any of the covenants, agreements, terms, provisions and conditions of the Master Lease or this Consent.

7.5 Attorneys’ Fees. If any party hereto fails to perform any of its obligations under this Consent or if any dispute arises between or among the parties or any of them concerning the meaning or interpretation of any provision of this Consent, then the defaulting party or parties or the party or

parties not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party or parties on account of such default and/or in enforcing or establishing their respective rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements. Any such attorneys' fees and other expenses incurred by any party in enforcing a judgment in its favor under this Consent shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Consent and to survive and not be merged into any such judgment.

7.6 Counterparts. This Consent may be executed in any number of counterparts, provided each of the parties hereto executes at least one counterpart; each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

7.7 Brokerage Commissions. Tenant and Subtenant covenant and agree that under no circumstances shall Landlord be liable for any brokerage commission or other charge or expense in connection with the Sublease or this Consent, and Tenant and Subtenant agree to protect, defend, indemnify and hold Landlord harmless from the same and from any cost or expense (including but not limited to attorneys' fees) incurred by Landlord in resisting any claim for any such brokerage commission.

7.8 Recapture. This Consent shall in no manner be construed as limiting Landlord's ability to exercise its rights to recapture any portion of the Premises, if any, as set forth in the Master Lease, in the event of a proposed future sublease or assignment of such portion of the Premises.

7.9 Choice of Law. The terms and provisions of this Consent shall be construed in accordance with and governed by the laws of the State of California.

7.10 Limitation on Liability. Tenant and Subtenant agree that the liability of Landlord hereunder and any recourse by Tenant or Subtenant against Landlord shall be subject to the limitations on liability set forth in the Master Lease. In addition, neither Landlord, nor any of its constituent members, partners, subpartners, or agents, shall have any personal liability, and Tenant and Subtenant each hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant and/or Subtenant.

7.11 Joint and Several. Tenant and Subtenant shall be jointly and severally liable for all bills rendered by Landlord for charges incurred by or imposed upon Tenant or Subtenant that arise during the term of the Sublease for services rendered and materials supplied to the Premises pursuant to the Master Lease, Sublease and/or this Consent.

7.12 No Merger. The voluntary or other surrender of the Master Lease by Tenant, or a mutual cancellation, termination or expiration thereof, shall not work as a merger, and shall, at the option of Landlord, terminate all or any existing subleases or subtenancies, or may, at the option of Landlord in its sole discretion, operate as an assignment to Landlord of any or all such subleases or subtenancies.

7.13 Conditions to Effectiveness. Submission of this instrument for examination or signature by Tenant or Subtenant is not effective as a consent or otherwise, and this Consent shall not be binding upon or effective against Landlord unless and until (i) this Consent is signed by and delivered to all parties hereto; (ii) an executed original or duplicate original of the Sublease, complying in form and substance with the terms of the Master Lease and this Consent, has been delivered to Landlord; (iii) Landlord has received and reviewed financial statements in a form reasonably satisfactory to Landlord reflecting Subtenant's current financial condition and Landlord has approved the same;

(iv) Subtenant has delivered evidence of insurance in compliance with Section 10.1 of the Master Lease; and (v) Tenant shall pay to Landlord Landlord's reasonable fees incurred in connection with Landlord's review and processing of documents (including, but not limited to, legal fees) relating to the subletting of the Premises to Subtenant.

7.14 Authority; Counterparts. Each person executing this Consent on behalf of a party hereto represents and warrants that he or she is authorized and empowered to do so and to thereby bind the party on whose behalf he or she is signing. This Consent may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute but one and the same instrument.

7.15 Waiver of Subrogation. Landlord, by giving Landlord's consent to the Sublease, and Subtenant hereby mutually waive their respective rights of recovery against each other for any loss of, or damage to, either party's respective property to the extent that such loss or damage is insured by an insurance policy required to be in effect at the time of such loss or damage. Each party shall obtain any special endorsements, if required by its insurer whereby the insurer waives its rights of subrogation against the other party. This provision is intended to waive fully, and for the benefit of the parties hereto, any rights and/or claims which might give rise to a right of subrogation in favor of any insurance carrier. The coverage obtained by Subtenant pursuant to the Insurance Section of the Master Lease shall include, without limitation, a waiver of subrogation endorsement attached to the certificate of insurance. The provisions of this Section 7.15 shall not apply in those instances in which such waiver of subrogation would invalidate such insurance coverage or would cause any party's insurance coverage to be voided or otherwise uncollectible.

[Signatures Appear on Following Page(s)]

IN WITNESS WHEREOF, Landlord, Tenant and Subtenant have executed this Consent as of the day and year first hereinabove written.

LANDLORD:

RED HOOK RANCHO LLC,
a Delaware limited liability company

By: Red Hook Investor LLC,
a Delaware limited liability company,
its sole member

By: Red Hook GP I LLC,
a Delaware limited liability company,
its managing member

By: Red Hook Capital Partners IV LLC,
a Delaware limited liability company,
its managing member

By: _____
Name:
Its: Managing Member

[signatures continue on following pages]

[Signature Page to Consent to Subletting]

TENANT:

TEACH LAS VEGAS,
a Nevada non-profit corporation

By: _____

Name:
Its:

[signatures continue on following page]

SUBTENANT:

EXPLORE ACADEMY LAS VEGAS,
a Las Vegas non-profit corporation

By: _____

Name:

Its:

EXHIBIT A
MASTER LEASE
(attached)

EXHIBIT A

EXHIBIT B

SUBLEASE

(attached)

EXHIBIT B

SUBLEASE AGREEMENT

(4648, 4656 and 4660 North Rancho Drive)

This Sublease Agreement (this “**Sublease**”) is entered into as of July 14, 2021 (the “**Effective Date**”) by and between sublessor TEACH Las Vegas, a Nevada nonprofit corporation (“**TEACH**”), and subtenant Explore Academy Las Vegas, a Nevada nonprofit corporation (“**Explore**”), collectively the “**Parties**” and each a “**Party**”, with reference to the following facts:

A. TEACH leases school facilities located at 4648, 4656 and 4660 North Rancho Drive, Las Vegas, Nevada (“**Premises**”) pursuant to that certain Lease Agreement dated for reference purposes only as of April 8, 2021 (the “**Master Lease**”) by and between Red Hook Rancho LLC, a Delaware limited liability company (“**Landlord**”) ~~and TEACH.~~, and TEACH. The Premises include the Parking Lots (as defined in the Master Lease) and the common areas adjacent to the Building (as defined in the Master Lease). The Premises are depicted within Exhibit A attached hereto.

B. The Parties desire for Explore to sublease a portion of TEACH’s Premises, consisting of sixteen (16) classrooms and additional space and parking as described below (collectively, the “**Subleased Premises**”), pursuant to the terms, covenants and conditions set forth in this Sublease.

NOW, THEREFORE, in consideration of their mutual covenants and promises, the Parties agree to the foregoing and as follows:

1. Subleased Premises and Permitted Use. TEACH hereby subleases to Explore, and Explore accepts and subleases from TEACH, the following Subleased Premises for the Term and pursuant to the terms and conditions set forth in this Sublease. The Parties acknowledge and agree that no measurement of the Subleased Premises is provided, and that no measurement of such square footage shall affect the amount of Rent (as defined below) or any other substantive provision of this Sublease.

1.1 Exclusive Space. The Subleased Premises shall include Explore’s exclusive use of the following: two (2) classrooms in Building 1(A), also known as 4660 North Rancho Drive; eight (8) classrooms in Building 4(B), also known as 4656 North Rancho Drive; and six (6) classrooms in Building 10(C), also known as 4648 North Rancho Drive.

1.2 Shared Space; Parking. The Subleased Premises shall also include Explore’s shared use with TEACH of the administrative offices and cafeteria in Building 1(A), and shared access to common areas, such as halls and restrooms, within the buildings where Explore’s classrooms are located. Explore shall have non-exclusive use of [number] (#) unreserved parking spaces for its employees and guests within the parking lot at the Premises, subject to any reasonable parking rules and use regulations as may be established by TEACH; provided, however, TEACH shall not establish any rules and regulations that increase, limit, reduce or eliminate any of the rights, privileges or benefits given to Explore pursuant to this Sublease. Prior to the commencement of the school year, the Parties shall meet (and shall endeavor in good faith) to agree upon the arrangements and schedule for shared spaces at the Premises (e.g., the administrative offices and cafeteria) and drop-off and pick-up procedures for both schools in order to jointly and efficiently use the ingress, egress and parking at the Premises and Subleased Premises. The Parties shall also exchange school and event calendars, and shall

schedule special events at the Premises and Subleased Premises in a manner that reasonably minimizes any material and adverse impact on each Party's educational programs.

1.3 Additional Space. In addition to the above, the Parties may agree for Explore to use one or more additional classroom(s) in Building 10(C) at a rate of \$2,000 per month per classroom.

1.4 Permitted Use. Explore shall use the Subleased Premises for the purpose of operating a charter school (the "Permitted Use"). Explore shall not use or rent the Subleased Premises as a residential rental property to others. Explore shall not use or permit the use of the Subleased Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that unreasonably disturbs TEACH or other tenants on the Premises, or causes damage to neighboring premises or properties. Explore is responsible for acquiring and maintaining at all times during the Term all necessary permits and approvals for operating its Permitted Use at the Subleased Premises.

1.5 Compliance with Applicable Requirements. Except as otherwise provided in this Sublease, Explore shall, at Explore's sole expense and solely with respect to the Sublease Premises, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the reasonable recommendations of TEACH's or Landlord's engineers and/or consultants which relate in any manner to the such Applicable Requirements, without regard to whether such Applicable Requirements are now in effect or become effective after the Effective Date. Explore shall, within ten (10) days after receipt of TEACH's or Landlord's reasonable written request, provide the requesting party (i.e., TEACH or Landlord) with copies of all permits and other documents, other information evidencing Explore's compliance with any Applicable Requirements, and other information evidencing Explore's possession of all applicable permits and approvals pertaining to its Permitted Use, and shall immediately promptly upon receipt, notify TEACH in writing (with copies of any documents involved) of any threatened or actual written claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Explore or the Premises or Subleased Premises to comply with any Applicable Requirements or of Explore's ability to operate at the Subleased Premises for its Permitted Use.

1.5.1 "Applicable Requirements" means any and all applicable ~~building codes, applicable~~ laws, covenants or restrictions of record, regulations, and ordinances pertaining to Explore's use of the Premises or Subleased Premises.

2. Term. The term of this Sublease ("Term") shall commence on July 15, 2021 and expire on January 31, 2022. ~~The Parties may agree~~ Explore shall be permitted, in its sole and absolute discretion, to extend the Term thereafter on a month-to-month basis. ~~This and on the same terms and conditions are existed prior to such extension by providing written notice to TEACH of such election to extend the Term on or prior to January 31, 2022. During any such month-to-month tenancy, this Sublease may be terminated as follows: prior to January 31, 2022, by TEACH upon sixty (60) days' prior written notice to Explore; during the month-to-month extension period after January 31, 2022, if applicable,~~ by either Party upon thirty (30) days' prior written notice to the other Party; ~~or, at any time upon the termination of the Master Lease for any reason.~~ Notwithstanding anything to the contrary, (u) if Explore is unable to obtain all Special Use Permits necessary for Explore to operate its business from the Subleased Premises in accordance with the use permitted by this Sublease, (v) if Explore is unable to obtain a Certificate of Occupancy or any other necessary certificates or permits with respect to the Subleased Premises and/or Explore's operations therefrom, (w) if Explore is unable to obtain any necessary amendments to Explore's charter school contract, (x) if Explore is unable to satisfy the

requirement of Nevada Administrative Code Section 388A.315, (y) if the Nevada State Public Charter School Authority (the "NSPCSA"), or any other sponsor of Explore, determines that the Subleased Premises do not pass the NSPCSA's, or such other sponsor's, health and safety inspections, or (z) the NSPCSA, or such other sponsor, does not approve this Sublease, then, in any case, Explore shall be permitted to terminate this Sublease by providing written notice to TEACH (which notice shall specify the date on which the this Sublease shall terminate) and following such termination neither party shall have any obligations under this Sublease except to the extent such obligations expressly survive such termination.

2.1 Delay in Delivery of Possession. ~~If TEACH cannot for any reason shall deliver possession of the Subleased Premises to Explore on July 15, 2021, TEACH shall not be subject to any liability as a result, nor shall such failure affect the validity of this Sublease, nor extend the Term of this Sublease; however, in such case, Explore shall not be obligated to pay Rent or perform any other obligation under this Sublease until possession of the Subleased Premises is tendered to Explore. 2021.~~

2.2 Early Possession. If Explore occupies the Subleased Premises, or any portion of the Premises or Subleased Premises, prior to July 15, 2021, such occupancy shall be subject to all provisions of this Sublease, including the payment of Rent and other monetary obligations, which Rent and monetary obligations shall be equitably prorated as necessary. TEACH may, upon the full execution and delivery of this Sublease, including Landlord's consent hereto, grant Explore access to enter upon the Subleased Premises to install furniture, fixtures and equipment in the Subleased Premises as permitted in accordance with Section 4.2 of this Sublease; provided, however, that Explore shall have previously provided TEACH with proof of Explore's insurance coverage as set forth in Section 7 of this Sublease. Explore's access to the Premises or Subleased Premises prior to July 15, 2021, as provided in this Section 2.2 of this Sublease, shall be subject to any and all reasonable safety, security and insurance requirements, procedures and conditions as may be established by TEACH.

3. Rent. As used in this Sublease, "**Rent**" shall include the Base Rent and Additional Rent described below, and all additional charges or expenses to be paid by Explore pursuant to this Sublease.

3.1 Base Rent. During the Term and any month-to-month extension thereof, Explore shall pay to TEACH the base rent of \$52,000 per month ("**Base Rent**"). Explore shall pay TEACH the Base Rent on or before the first day of each month, beginning on **July 1, 2021** the Effective Date (for the first monthly period of July 15 through August 15). The monthly Base Rent shall be increased by \$2,000 per additional classroom utilized by Explore in Building 10(C) as described in Section 1.3 of this Sublease. Without duplication of any amount payable pursuant to the rest of this Section 3.1, Explore shall pay TEACH first month (July 15 through August 15), last month (January 1 through January 31) and security deposit (\$156,000 total payment) at the time of lease execution.

3.2 Additional Rent. During the Term and any month-to-month extension thereof, Explore shall be responsible for all utilities, repair and reasonable maintenance costs, and janitorial services reasonably incurred by TEACH, ~~or which may be imposed on TEACH under the Master Lease in each case,~~ in connection with the entirety of Building 1(A), Building 4(B) and Building 10(C) at the Premises ~~— (collectively, the "Additional Rent"). To the extent any maintenance costs exceed \$2,500 TEACH will obtain approval from Explore before undertaking the same. It is further understood that Explore is not responsible for costs associated with repair and replacement of major utility components of the Premises and other portions of the Premises for which TEACH will retain the long term benefit~~

including but not limited to roof, roof membrane, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, interior walls, ceilings, floors, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, signs, sidewalks and parkways located in, on, or adjacent to the Premises. TEACH shall provide periodic statements to Explore outlining Explore's share of the such expenses, and shall provide Explore access to reasonable backup documentation for such costs upon request. Explore shall submit payment to TEACH within thirty (30) days after receipt of such statement from TEACH.

3.3 Payment of Rent. Rent shall be payable to "TEACH Las Vegas", without further notice or demand and without deduction or offset, in lawful money of the United States of America at the address specified in Section 12 of this Sublease, or at such other address as TEACH may from time to time specify in writing. If the Term shall end on a day other than the 15th day of a month (noting that the Term commences on July 15, 2021), then Explore shall pay a pro rata portion of the Rent, prorated on a per diem basis, with respect to the portion of the fractional 30-day month period included in the Term.

3.4 Late Payment Charges and Interest. If any installment of Rent, or any monetary payment due to TEACH hereunder, is not paid on or before the fifth (5th) business day after the date due, then the unpaid amounts shall bear interest at the lower of ten percent (10%) per annum or the maximum lawful rate from the date due to the date of payment (collectively, the "**Interest Rate**"). In addition, Explore acknowledges that the late payment of any installment of Rent will cause TEACH to incur certain costs and expenses not contemplated under this Sublease, the exact amount of which are extremely difficult or impractical to fix. These costs and expenses will include, without limitation, administrative and collection costs and processing and accounting expenses. Therefore, if any installment of Rent is not received by TEACH on or before the fifth (5th) business day following the date due, then Explore shall pay to TEACH a charge for administration collection and accounting expenses equal to ten percent (10%) of the amount of such delinquent amounts due in addition to the installment of Rent then owing with interest accruing at the Interest Rate. The Parties agree that the late payment charge represents a reasonable estimate of TEACH's costs and expenses and is fair compensation for TEACH's loss suffered by Explore's nonpayment of any amounts when due and payable pursuant to this Sublease. This provision shall not relieve Explore from payment of Rent at the time and in the manner herein specified.

3.5 Security Deposit. On or before the fifth (5th) business day following the full execution and delivery of this Sublease, Explore shall deposit with TEACH a security deposit in the amount of \$52,000 (the "**Security Deposit**"). The Security Deposit shall be held by TEACH without liability for interest and as security for the performance by Explore of Explore's covenants and obligations under this Sublease, it being expressly understood that the Security Deposit shall not be considered an advance payment of Rent or a measure of TEACH's damages in case of default by TEACH. TEACH may, but shall not be required to, apply all or part of the Security Deposit to any past due Rent or other charges from Explore or to cure any other defaults of Explore, without prejudice to any other remedy. If Explore uses any part of the Security Deposit for such purposes, Explore shall deposit additional funds to restore the Security Deposit to its full amount within ten (10) days after TEACH's written request. Explore's failure to do so shall be a material default under this Sublease. Explore may not attempt to credit the Security Deposit to the last month's Rent hereunder. If Explore shall fully and faithfully performs every provision of this Sublease to be performed by it, the Security Deposit, or any balance thereof, shall be returned to Explore within thirty (30) days following the expiration or termination of this Sublease.

4. Condition of Subleased Premises.

4.1 Inspection and Acceptance. Explore represents and warrants to TEACH that, as of the Effective Date, Explore shall have examined and inspected all matters with respect to taxes, income and expense data, insurance costs, permissible uses, zoning, covenants, conditions and restrictions and all other matters which in Explore's judgment bear upon the value and suitability of the Subleased Premises for Explore's purposes and Permitted Use. Explore has and will rely solely on Explore's own inspection and examination of such items and not on any representations of TEACH, express or implied. By entering the Subleased Premises, Explore shall be deemed to accept the same in their respective conditions existing as of the date of such entry and subject to all applicable municipal, county, state and federal statutes, laws, ordinances, including zoning ordinances, and regulations governing and relating to the use, occupancy or possession of the Subleased Premises.

4.2 Modifications. Explore agrees to accept the Subleased Premises as is, where is, in its current condition, with all faults and defects, if any. Explore shall not make or cause to be made any modifications, alterations or improvements to the Subleased Premises, including the installation of signage, fixtures or other affixed equipment, without the prior written consent of TEACH, which shall have absolute discretion subject to the Master Lease and any necessary governmental approvals. Any signage, materials, work, modification, installations, furniture, equipment, supplies and decorations of any nature brought upon the Premises, or installed in the Subleased Premises or removed from the Subleased Premises by Explore, shall be at Explore's sole risk, and shall be installed, maintained and removed at the sole cost and expense of Explore. Explore shall protect, defend, indemnify and hold harmless TEACH from all actual, out-of-pocket liabilities, including restoration charges, which may be imposed by Landlord or other parties due to Explore's modifications, alterations, improvements and tenant improvements.

4.3 No Representations or Warranties. Explore acknowledges and agrees that TEACH makes no warranty as to the habitability, fitness or suitability of the Premises or Subleased Premises for a particular purpose, nor as to compliance with any laws, rules or regulations, nor as to the absence of any toxic or otherwise hazardous substances. Explore further acknowledges and agrees that TEACH makes no representation or warranty regarding the permitted grade levels or enrollment levels for the Premises or Subleased Premises, nor any representation or warranty regarding any other governmental or quasi-governmental approvals, licenses, or permits that might be required in connection with Explore's intended use of the Subleased Premises, including Explore's charter, all of which shall be obtained and maintained by Explore at Explore's sole cost and expense without any right of contribution or reimbursement from TEACH.

5. Repairs and Maintenance. Explore shall, at Explore's sole expense, keep the Subleased Premises in good order and sanitary condition, and repair any damage to the Premises caused by Explore or Explore's agents, employees, students, guests or contractors, including the Subleased Premises and the entirety of Building 1(A), Building 4(B) and Building 10(C). Explore acknowledges and agrees that any repair or maintenance costs incurred by TEACH in connection with Building 1(A), Building 4(B) and Building 10(C) shall be paid by Explore as Additional Rent pursuant to Section 3.2 of this Sublease.

6. Hazardous Substances. Explore shall comply with TEACH's obligations with respect to "Hazardous Substances" as stated in the Master Lease, which is provided below.

6.1 **Reportable Uses Require Consent.** Explore shall not engage in any activity in or on the Premises or Subleased Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of TEACH and Landlord, and timely compliance (at Explore's expense) with all Applicable Requirements and Environmental Regulations. Notwithstanding the foregoing or anything herein to the contrary, Explore may use any ordinary and customary materials reasonably required to be used in the normal course of the Permitted Use, including such instructional materials as may be used in art, science and other instructional activities, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises, Subleased Premises, or neighboring property, to any meaningful risk of contamination or damage, or expose TEACH, Landlord, or Explore, to any liability therefor.

6.1.1 **"Hazardous Substance"** means mean (a) any oil, flammable substance, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to the Premises, Subleased Premises or to persons on or about the Premises or Subleased Premises or (ii) cause the Premises or Subleased Premises to be in violation of any Environmental Regulation (as defined herein); (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (c) any chemical, material or substance defined as or included in the definition of "waste," "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste," or "toxic substances" or words of similar import under any Environmental Regulation including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 42 USC §§ 9601 *et seq.*; the Resource Conservation and Recovery Act ("**RCRA**"), 42 USC §§ 6901 *et seq.*; the Hazardous Materials Transportation Act, 49 USC §§ 1801 *et seq.*; the Federal Water Pollution Control Act, 33 USC §§ 1251 *et seq.*; and the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65); (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or agency or may or could pose a hazard to the health and safety of the occupants of the Premises, Subleased Premises or the owners and/or occupants of property adjacent to or surrounding the Premises or Subleased Premises, or any other person coming upon the Premises, Subleased Premises or adjacent property; or (e) any other chemical, materials or substance which may or could pose a hazard to the environment.

6.1.2 **"Environmental Regulations"** means any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to dangerous, toxic or hazardous pollutants, Hazardous Substances or chemical waste, materials or substances.

6.1.3 **"Reportable Use"** means (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises or Subleased Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises, Subleased Premises or neighboring properties.

6.2 **Duty to Inform TEACH.** If Explore actually knows, ~~or has reasonable cause to believe, or reasonably and actually believes~~ that a Hazardous Substance has come to be located in, on, under or about the Premises or Subleased Premises, Explore shall immediately give written notice of

such fact to TEACH, and provide TEACH with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

6.3 Remediation. Explore shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises or Subleased Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Explore's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises, Subleased Premises, or neighboring properties, in each case, that was caused ~~or materially contributed to~~ by Explore, or pertaining to or involving any Hazardous Substance brought onto the Premises or Subleased Premises during the Term of this Sublease by or for Explore, or by or for a third party at the direction or request of Explore; provided that Explore will have no obligation to clean-up, remediate, or incur any costs or expenses with respect to Hazardous Substances that were (i) existing in, on, under, over, or through the Premises or Subleased Premises prior to the Effective Date, (ii) were not caused by or on account of Explore, or (iii) migrate under the Premises or Subleased Premises from adjacent properties without any involvement or contribution from Explore or its agents or employees.

6.4 Indemnification.

6.4.1 Explore shall indemnify, defend and hold TEACH and Landlord, and their officers, directors, managers, members, agents, employees, volunteers, and lenders of either of them ("TEACH's Indemnified Parties") harmless from and against any and all ~~loss of rents and/or damages,~~ actual, out-of-pocket liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises or Subleased Premises by or for Explore or anyone acting by, through, or under Explore. No termination, cancellation or release agreement entered into by the Parties shall release Explore from its obligations under this Sublease with respect to Hazardous Substances, unless specifically so agreed by TEACH and Landlord in writing at the time of such agreement. The provisions of this Section 6.4 shall survive the termination or expiration of this Sublease.

6.4.2 TEACH shall indemnify, defend and hold harmless Explore, its officers, employees, invitees, partners and agents, and its and their successors, assigns, invitees partners, officers, employees, agents, lenders and attorneys from and against any and all claims, liabilities, losses, actions, costs and expenses (including, without limitation, reasonable attorneys' fees and costs of defense incurred by such indemnified persons, or any of them) as a result of (a) the introduction into or about the Subleased Premises by TEACH or TEACH's agents, officers, invitees, employees or contractors of Hazardous Substances, (b) the usage, storage, maintenance, generation, production or disposal by TEACH or TEACH's agents, officers, invitees, employees or contractors of Hazardous Substances in or about the Subleased Premises, (c) the discharge or release in or about the Subleased Premises by TEACH or TEACH's officers, invitees, agents, employees or contractors of any Hazardous Substances, (d) any injury or death or persons or damage to or destruction of property resulting from the use, introduction, maintenance, storage, generation, disposal, disposition, release or discharge by TEACH or TEACH's officers, invitees, agents, invitees, officers, employees or contractors of Hazardous Substances in or about the Subleased Premises (e) any failure by TEACH or TEACH's officers, invitees, agents, employees or contractors to observe the restrictions set forth in this Sublease or the Master Lease and/or (f) the Subleased Premises not being in compliance with all applicable laws.

6.5 **Hazardous Substance Remediation.** If Explore becomes actually aware of a Hazardous Substance Condition occurring during the Term of this Sublease, then Explore shall notify TEACH and TEACH shall make the investigation and remediation thereof required by the Applicable Requirements, the costs relating thereto constituting an expense for which Explore is responsible and this Sublease shall continue in full force and effect, but subject to TEACH's Indemnified Parties' rights under Section 6.4 of this Sublease; provided, however, that if a Hazardous Substance Condition occurs as a result of hazardous materials that are brought on the Premises or Subleased Premises by a party other than Explore or anyone acting by, through, or under Explore prior to July 15, 2021, then TEACH shall be solely responsible for making the investigation and remediation thereof at its sole cost and expense, and this Sublease shall continue in full force and effect.

6.5.1 The term "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Section 6.1.1. of this Sublease, in, on, or under the Premises and/or Subleased Premises which requires repair, remediation, or restoration.

7. **Insurance.** Explore shall keep in force such insurance policies and in such amounts as set forth in Sections 7.1 through 7.5 below. Explore shall deliver to TEACH, prior to July 15, 2021, certificates of insurance indicating that the required policies of insurance are in full force and effect throughout the entire Term of this Sublease.

7.1 Liability insurance in amounts which are customarily carried and against such risks as are customarily insured against by other corporations in connection with the ownership and operation of facilities of similar character and size to the Subleased Premises. Explore shall name both Landlord and TEACH as additionally insured parties to such liability insurance.

7.2 Property insurance against loss or damage to any structure constituting any part of the Subleased Premises by fire and lightning, with extended coverage and vandalism and malicious mischief insurance. Said extended coverage insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. All insurance provided pursuant to this paragraph shall be in an amount equal to the greater of (i) one hundred percent (100%) of the replacement cost (without depreciation) of all improvements constituting any part of the Subleased Premises or (ii) the principal amount of any loan secured by the Subleased Premises then outstanding, and shall be subject to a deductible not to exceed Five Thousand Dollars (\$5,000). Explore shall obtain and keep in force a policy or policies of property insurance in its name, but naming TEACH and Landlord as an additional insured under such policy or policies, with a provision making loss payable to TEACH and to any lender insuring loss or damage to the Premises.

7.3 Rental interruption insurance to cover loss, total or partial, of rental income to TEACH for any reason whatsoever, in an amount sufficient to pay the maximum Rent under the Sublease for a period of at least six (6) months. Explore shall obtain and keep in force, for the benefit of TEACH, or otherwise obtain for TEACH (at Explore's sole cost and expense), such rental interruption insurance insuring TEACH for such amounts of Rent arising from an interruption of the payment of the Rent, and otherwise payable by Explore hereunder.

7.4 Workers' compensation insurance necessary to comply with Nevada state law.

7.5 All insurance procured and maintained by Explore shall be written by insurance companies satisfactory to TEACH which are licensed to do business in the state in which the Subleased Premises is located with a general policyholder's rating of not less than A and a financial rating of not less than Class VIII as rated in the most current edition of Best's Key Rating Guide, or, if it becomes available during the Term of this Sublease, equivalent coverage provided by a charter school self-insurance joint power authority formed and operating under Nevada law. Explore shall obtain waivers of subrogation in favor of TEACH as its interests may appear; moreover, Explore shall obtain a written obligation on the part of each insurance company to notify TEACH at least ten (10) days prior to cancellation of such insurance. Explore shall provide TEACH with an original Certificate of Insurance demonstrating that the insurance required by this Sublease was purchased and is in effect. Explore shall also provide TEACH with a copy of the additional insured, waiver of subrogation endorsements or such other policy language demonstrating that the insurance policies comply with this Sublease. If Explore should fail to comply with the foregoing requirements relating to insurance, TEACH may obtain such insurance and Explore shall pay to TEACH on demand as additional Rent hereunder the premium cost thereof plus interest. Explore hereby acknowledges and agrees that any such payment and interest shall be payable immediately on demand as additional Rent and that the same are cumulative with, and do not supersede or reduce in any way, TEACH's rights as specified in Section 10 of this Sublease.

8. Indemnity.

8.1 Except for TEACH's negligence or willful misconduct, Explore shall indemnify, protect, defend and hold harmless the Premises, Subleased Premises, and TEACH's Indemnified Parties, as defined in Section 6.4 of this Sublease, from and against any and all actual, out-of-pocket claims, ~~loss of rents and/or damages~~, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises and/or Subleased Premises by Explore. If any action or proceeding is brought against TEACH's Indemnified Parties by reason of any of the foregoing matters by any third party, Explore shall upon written notice defend the same at Explore's expense by counsel reasonably satisfactory to TEACH and TEACH shall cooperate with Explore in such defense. Neither TEACH nor Landlord need not have first paid any such claim in order to be defended or indemnified. The duty of Explore to defend TEACH's Indemnified Parties is independent of the duty to indemnify and the duty to defend arises immediately upon TEACH's Indemnified Parties being subjected to a claim encompassed by this paragraph. The duty to defend is immediate and is not conditioned upon a final determination as to the legal responsibility of Explore for such claim.

8.2 Subject to the provisions of Section 8.1 and 8.2 of this Sublease, TEACH's Indemnified Parties shall not be liable for injury or damage to the person or goods, wares, merchandise or other property of Explore, Explore's employees, contractors, invitees, customers, students or any other person in or about the Premises or Subleased Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises, the Subleased Premises, or from other sources or places.

8.3 TEACH shall indemnify, defend, hold harmless, reimburse and pay Explore against and from any and all actual, out of pocket claims, demands, actions, losses, damages, orders, judgments and any and all costs and expenses (including, without limitation, reasonable attorneys' fees and costs of litigation) incurred by Explore as a result of or arising from any misrepresentation by TEACH set forth in

this Sublease or any willful or negligent act or omission of TEACH, or of TEACH's contractors, agents, employees, owners, officers or partners, or any breach or default by TEACH, as "Lessee", under the Master Lease.

8.4 ~~8.3~~ The provisions of this Section 8 shall survive the expiration or termination of this Sublease.

9. Obligations under Master Lease.

9.1 Explore's Obligations. Explore shall not do or permit to be done any act or thing, or omit to do anything, which ~~may constitute~~ constitutes a breach or violation of any term, covenant, or condition of the Master Lease, ~~notwithstanding whether such act, thing, or omission is permitted under the terms of this Sublease.~~ If Explore shall be in default of any of the terms and provisions of this Sublease, and if the Master Lease shall allow a grace period for cure of a default of a similar type and nature, then Explore shall be entitled to a grace period equal to the corresponding grace period in the Master Lease. Every term, covenant and condition of the Master Lease inuring to the benefit of the TEACH shall, in respect of this Sublease, inure to the benefit of Explore. To the extent any provision of this Sublease is inconsistent with any provisions of the Master Lease, this Sublease shall govern.

9.2 TEACH's Obligations. TEACH shall not do or permit to be done any act or thing, or omit to do anything, which ~~may constitute~~ constitutes a breach or violation of any term, covenant, or condition of the Master Lease, notwithstanding whether such act, thing, or omission is permitted under the terms of this Sublease. TEACH shall perform its covenants and obligations under the Master Lease which do not require for their performance exclusive possession of the Subleased Premises and which are not otherwise to be performed hereunder by Explore on behalf of TEACH. Further, and notwithstanding anything contained herein to the contrary, on the request of Explore, TEACH shall make a written demand on Landlord to perform its obligations under the Master Lease with respect to the Subleased Premises if Landlord fails to perform same within the time frame and in the manner required under the Master Lease. However, the obligations of Landlord under the Master Lease shall remain the obligations of Landlord, and shall not be considered the obligations or responsibility of TEACH. TEACH's only obligation shall be to use commercially reasonable efforts to demand that Landlord perform such obligations for the benefit of Explore. TEACH agrees not to effect any modification or amendment of the Master Lease without Explore's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

9.3 Landlord's Obligations. It shall be the obligation of Landlord (i) to provide or cause to be provided all services to be provided by Landlord under the terms of the Master Lease and (ii) to satisfy all obligations and covenants of Landlord made in the Master Lease. Explore acknowledges and agrees that TEACH shall be under no obligation to provide any services or satisfy any obligations or covenants of Landlord.

10. Defaults and Remedies. If Explore fails to perform any of its affirmative duties or obligations, within thirty (30) days after written notice (or, in the case of those duties and obligations that cannot reasonably be performed within thirty (30) days after notice, to commence and diligently prosecute such duties and obligations to completion), TEACH may, at its option, perform such duty or obligation on Explore's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Explore shall pay to TEACH the costs

and expenses incurred by TEACH in such performance upon receipt of an invoice therefor. In the event of a Breach, TEACH may, in addition to TEACH's right to terminate this Sublease pursuant to Section 2 of this Sublease and with or without further notice or demand, and without limited TEACH in the exercise of any right or remember which TEACH may have by reason of such Breach:

10.1 Terminate Explore's right to possession of the Subleased Premises by any lawful means, in which case this Sublease shall terminate and Explore shall immediately surrender possession to TEACH. In such event TEACH shall be entitled to recover from Explore: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Explore proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Explore proves could be reasonably avoided; and (iv) any other amount necessary to compensate TEACH for all the detriment proximately caused by Explore's failure to perform its obligations under this Sublease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Subleased Premises, expenses of reletting, including necessary renovation and alteration of the Subleased Premises, reasonable attorneys' fees of TEACH and Landlord, and that portion of any leasing commission paid by TEACH in connection with this Sublease applicable to the unexpired term of this Sublease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Subleased Premises are located at the time of award plus one percent. Efforts by TEACH to mitigate damages caused by Explore's Breach of this Sublease shall not waive TEACH's right to recover damages under this Section 10. If termination of this Sublease is obtained through the provisional remedy of unlawful detainer, TEACH shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or TEACH may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Section 10 was not previously given, a notice to pay rent or quit, or to perform or quit given to Explore under the unlawful detainer statute shall also constitute the notice required by Section 10. In such case, the applicable grace period required by Section 10 and the unlawful detainer statute shall run concurrently, and the failure of Explore to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Sublease entitling TEACH to the remedies provided for in this Sublease and/or by said statute.

10.2 Continue the Sublease and Explore's right to possession and recover the Rent as it becomes due. Acts of maintenance, efforts to re-let, and/or the appointment of a receiver to protect TEACH's interests, shall not constitute a termination of Explore's right to possession.

10.3 Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Subleased Premises are located. The expiration or termination of this Sublease and/or the termination of Explore's right to possession shall not relieve Explore from liability under this Sublease, including under any indemnity provisions of this Sublease as to matters occurring or accruing during the Term hereof or by reason of Explore's occupancy of the Subleased Premises.

10.4 A "**Default**" is a failure by Explore to comply with or perform any of the terms, covenants or conditions under this Sublease.

10.5 A “**Breach**” is the occurrence of one or more of the following Defaults, and the failure of Explore to cure such Default within any applicable grace period:

10.5.1 The abandonment of the Subleased Premises.

10.5.2 The failure of Explore to make any payment of Rent required to be made by Explore hereunder, whether to TEACH or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Sublease which endangers or threatens life or property, where such failure continues for a period of three (3) business days following written notice to Explore.

10.5.3 Any material representation or warranty made in this Sublease, or in any report, certificate, financial statement, or instrument furnished in connection with this Sublease, proves to have been false or misleading when made, in any material respect.

10.5.4 A Default by Explore as to the terms, covenants, conditions or provisions of this Sublease, other than those described in Sections 10.5.1 through 10.5.3 above, where such Default continues for a period of thirty (30) days after written notice; provided, however, that if the nature of Explore’s Default is such that more than thirty (30) days are reasonably required for its cure, then it shall not be deemed to be a Breach if Explore commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

10.5.5 The occurrence of any of the following events: (i) Explore’s making of any general arrangement or assignment for the benefit of creditors; (ii) Explore’s becoming a “debtor” as defined in 11 U.S.C. Section 101 or any successor statute thereto (unless, in the case of a petition filed against Explore, the same is dismissed within ninety (90) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Explore’s assets located at the Subleased Premises, or of Explore’s interest in this Sublease, where possession is not restored to Explore within sixty (60) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Explore’s assets located at the Subleased Premises, or of Explore’s interest in this Sublease, where such seizure is not discharged within sixty (60) days; provided, however, in the event that any provision of this subparagraph (e) is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

10.5.6 The discovery that any financial statement of Explore given to TEACH or Landlord was materially false.

10.5.7 The failure of Explore to comply with the following representations, warranties or covenants: (i) except as specifically provided in this Sublease, Explore’s covenants not to create, assume, incur or suffer to be created, assumed or incurred any lien on the Sublease Premises, (ii) Explore shall take all actions necessary, and shall not omit to take any action necessary for it to maintain its status (or its derivative status through its sole member) as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended and (iii) the Explore will do, or cause to be done, all things necessary to obtain and maintain status as a charter school under the Charter School Law.

10.6 Nothing in this Section 10 shall be interpreted to prevent Landlord from seeking remedies against Explore for such Default or Breach.

11. Damage or Destruction.

11.1 Notice and Repair. Explore shall promptly notify TEACH of any damage to the Premises or Subleased Premises resulting from fire or any other casualty of which Explore is actually aware, so that TEACH can provide the notice required under Section 11.1 of the Master Lease for the repair of such damage. Notwithstanding anything to the contrary herein, in no event shall TEACH nor Landlord be obligated to repair or restore any specialized or dedicated equipment serving Explore or the Subleased Premises, such as any cabling, wiring, supplemental utility system, telephone system or wi-fi network. TEACH's Indemnified Parties shall not be liable for any inconvenience or annoyance to Explore or its visitors, or injury to Explore's business resulting in any way from such damage or the repair thereof; provided however, that if such fire or other casualty shall have damaged the Subleased Premises necessary to Explore's occupancy, and if such damage is not the result of the negligence or willful misconduct of Explore or Explore's employees, contractors consultants, agents, licensees, students, invitees, or anyone else acting by, through, or under this Sublease, TEACH shall allow Explore a proportionate abatement of Base Rent to the extent TEACH is reimbursed from the proceeds of rental interruption insurance, during the time and to the extent the Subleased Premises are unfit for occupancy for the purposes permitted under this Sublease, and not occupied and used by Explore as a result thereof.

11.2 Option to Terminate. Notwithstanding Section 11.1 of this Sublease, if the Subleased Premises are destroyed or damaged to a substantial extent, the Parties shall have the option to terminate this Sublease by giving written notice to the other Party of the exercise of such option within thirty (30) days after such Party becomes aware of such damage, in which event this Sublease shall cease and terminate as of the date of such notice. Upon any such termination of the Sublease pursuant to this Section 11.2, Explore shall pay the Base Rent and additional rent, properly apportioned up to the earlier of the date of termination or the date that Explore vacated the Subleased Premises as a result of the casualty, and both Parties hereto shall thereafter be discharged from all further obligations under this Sublease arising after such termination, except for those obligations which expressly survive the expiration or earlier termination of the Term.

11.3 Waiver of Statutory Provisions. The provisions of this Sublease, including this Section 11, constitute an express agreement between the Parties with respect to any and all damage to, or destruction of, all or any part of the Subleased Premises, and any statute or regulation of the state in which the Subleased Premises is located, with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the Parties, and any other statute or regulation, now or hereafter in effect, shall have no application to this Sublease or any damage or destruction to all or any part of the Subleased Premises.

11.4 Explore's Responsibilities. There shall be no abatement of Rent (except as expressly provided above in Section 11.1 of this Sublease) and no liability of TEACH's Indemnified Parties by reason of any injury to or interference with Explore's business or property arising from the making of any repairs, alterations or improvements in or to any portion of the Premises or Subleased Premises or in or to fixtures, appurtenances and equipment therein. Explore understands that neither TEACH nor Landlord will carry insurance of any kind on Explore's furniture, furnishings and other personal property, and TEACH's Indemnified Parties shall not be obligated to repair any damage thereto or replace the same. All such property shall be kept, stored and maintained at the sole risk of Explore.

12. Notices. All notices required or permitted by this Sublease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by email, and shall be deemed sufficiently given if served in a manner specified in this Section 12. A courtesy copy of any notice provided hereunder will be provided by email so long as the Party receiving the notice has delivered its then-current email address to the other. The addresses for the Parties are set forth below and shall constitute the respective addressed for delivery or mailing of notices. Either Party may, by written notice to the others, specify a different address for notice.

To TEACH:	_____	To Explore:	_____
	_____		_____
	_____		_____
Email:	_____	Email:	_____

Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given forty-eight (48) hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given twenty-four (24) hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile or email shall be deemed delivered upon delivery, provided a copy is also delivered via mail or overnight delivery. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

13. Taxes and Assessments.

13.1 Real Property Taxes. TEACH shall file for exemption against any Real Property Taxes with respect to the Premises and Subleased Premises, and shall maintain such exemption during the Term. Explore shall cooperate with any request by any taxing authority, including, but not limited to, the Internal Revenue Service, any state taxation agency, the City of Las Vegas, or the County of Clark, and any requests by TEACH in connection with TEACH’s attempts to obtain any tax exemption for Real Property Taxes.

13.1.1 **“Real Property Taxes”** includes any form of assessment, real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Landlord or TEACH in the Premises, Landlord’s or TEACH’s right to other income therefrom; and/or Landlord’s or TEACH’s leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the address of the Premises and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Premises is located. “Real Property Taxes” shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the Term of this Sublease, including but not limited to, a change in the ownership of the Premises, and (ii) levied or assessed on machinery or equipment provided by Landlord or TEACH to Explore pursuant to this Sublease.

13.2 Personal Property Taxes. Explore shall pay any and all taxes, assessments, license fees and public charges levied against assessed or imposed upon any of the fixtures, furniture,

appliances and personal property installed by Explore upon the Subleased Premises or located in, on, or about the Premises which belong to Explore. Explore shall pay all such taxes, assessments, fees and charges before the date of delinquency. Should Explore fail to pay any such taxes, assessments, fees, or charges, and as a result thereof, TEACH or Landlord becomes obligated to do so, any such amount so paid shall become immediately due and payable as Rent by Explore to TEACH together with interest thereon at the rate of ten percent (10%) per annum, from the date of payment by TEACH or Landlord until paid by Explore. Any such payment by TEACH or Landlord shall not be deemed to be a waiver of any other rights which TEACH may have under the provisions of this Sublease or as provided by law, it being expressly understood that failure of Explore to pay such taxes, assessments, fees or charges may at the option of TEACH be treated as a default in the performance of the terms of this Sublease. Should Explore fail to pay any taxes or assessments above described prior to the delinquency date thereof, and should any interest or penalties become due as a result of failure to pay such taxes or assessments prior to the delinquency date thereof, such interest and penalties shall also be payable by Explore.

14. Assignment and Subletting. Explore shall not sell, assign, encumber, sublet, hypothecate or otherwise transfer by operation of law or otherwise this Sublease or the Explore's interest in and to the Premises or Subleased Premises without first procuring the written consent of TEACH and Landlord in accordance with the Master Lease, which consent shall not be unreasonably withheld, conditioned or delayed. Any such sale, assignment, encumbrance, sublease or other transfer in violation of the terms of this Sublease shall be void and shall be of no force or effect.

15. Surrender and Restoration. Subject to Explore's option to extend the Term on a month-to-month basis as set forth above, Explore shall peaceably surrender the Subleased Premises by the expiration date or earlier termination date of this Sublease, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear and damage from casualty or condemnation excepted. **“Ordinary wear and tear”** shall not include any damage or deterioration that would have been prevented by good maintenance practice, solely to the extent Explore is responsible for such maintenance pursuant to the terms of this Sublease. Explore shall repair any damage occasioned by the installation, maintenance or removal of furnishings, fixtures and equipment installed by or for Explore. Explore shall completely remove from the Premises any and all Hazardous Substances brought onto the Premises or Subleased Premises by or for Explore or anyone acting by, through, or under Explore. Any personal property of Explore not removed on or before the expiration date or any earlier termination date shall be deemed to have been abandoned by Explore and may be disposed of or retained by TEACH as TEACH may desire. The failure by Explore to timely vacate the Subleased Premises pursuant to this Section 15 without the express written consent of TEACH, and if required Landlord, shall constitute a holdover under the provisions of Section 17.8 of this Sublease.

16. Landlord Consent. This Sublease is conditioned upon Landlord's written consent to this Sublease, as required under the Master Lease, which is indicated by Landlord's signature below ~~or in an alternative form as agreed to by Landlord,~~ TEACH and Explore. In the event that Landlord fails or refuses to give such consent, this Sublease shall terminate and neither Party shall have any continuing obligation to the other with respect to the Subleased Premises; provided, however, that TEACH shall return the first month's Rent and Security Deposit and any other amounts paid by Explore to TEACH, if previously delivered to TEACH.

17. TEACH's Representations. TEACH represents warrants, covenants and agrees that the following shall be true and correct as of the Effective Date and throughout the Term:

17.1 TEACH is the “Lessee” under the Master Lease. TEACH represents to Explore that (a) TEACH has delivered to Explore a full and complete copy of the Master Lease, (b) the Master Lease is, as of the Effective Date, in full force and effect, and (c) no event of default has occurred under the Master Lease and, to TEACH’s knowledge, no event has occurred and is continuing which would constitute an event of default but for the requirement of the giving of notice and/or the expiration of the period of time to cure.

17.2 TEACH represents that no violation exists or has been noted against the Subleased Premises that would prevent or delay the issuance of a certificate of occupancy or any other permit or approval required for Explore to open for business;

17.3 The only party holding a mortgage or similar interest in all or any part of the Subleased Premises currently is [REDACTED];

17.4 Explore's permitted use(s) of the Subleased Premises for the purposes allowed for under this Sublease will not violate Landlord's or TEACH’s present insurance policies, nor increase the premium therefor;

17.5 That (other than Landlord) no other party is required to review or consent to this Sublease (or any term herein), or with respect to signage or any alterations (whether structural or nonstructural) made at the Subleased Premises;

17.6 The execution and delivery of this Sublease by TEACH are within the power and authority of TEACH. Such execution and delivery (i) does not conflict with, violate, breach or cause a default under any agreement or instrument to which TEACH is a party, and (ii) TEACH has obtained all consents, approvals or authorizations necessary for the execution and delivery of this Sublease. As of the Effective Date, TEACH has unrestricted full right, power and lawful authority to execute and perform this Sublease for the Term and to grant the estate demised herein and that it is seized of an indefeasible leasehold estate to the Subleased Premises, vacant and free and clear of any leases, tenancies, occupancies, assignments, contracts, agreements, restrictions, mortgages and other liens and encumbrances;

17.7 TEACH represents and warrants that a valid certificate of occupancy has been issued with respect to all of the Subleased Premises and the use and occupancy by Explore as allowed for under this Sublease will not violate any such certificate of occupancy or any of the zoning laws, rules and regulations applicable to the Subleased Premises; and

17.8 The Subleased Premises comply in all material respects with all applicable laws, building codes, governmental ordinances and regulations, including, but not limited to, the requirements of the Americans with Disabilities Act and all regulations issued by the U.S. Attorney General or other agencies under the authorization of the Americans with Disabilities Act, (ii) parking for the Subleased Premises complies with all government requirements, and (iii) this Sublease and Explore’s rights and benefits hereunder do not and will not violate any matters or record.

18. ~~17-1~~ Miscellaneous.

18.1 ~~17-1~~ Severability. The invalidity of any provision of this Sublease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

18.2 ~~17.2~~ Days. Unless otherwise specifically indicated to the contrary, the word “days” as used in this Sublease shall mean and refer to calendar days.

18.3 ~~17.3~~ Limitation on Liability. The obligations of TEACH under this Sublease shall not constitute personal obligations of TEACH, and Explore shall look to the Subleased Premises, and to no other assets of TEACH, for the satisfaction of any liability of TEACH with respect to this Sublease.

18.4 ~~17.4~~ Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Sublease.

18.5 ~~17.5~~ No Prior or Other Agreements. This Sublease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Each Party represents and warrants that the execution of the Sublease will not, to the best of the Party’s knowledge, constitute a violation under any material agreements to which such Party is a party.

18.6 ~~17.6~~ Authority. Each person executing this Sublease on behalf of a Party hereto represents and warrants that such person is authorized and empowered to do so and to thereby bind the Party on whose behalf such person is signing.

18.7 ~~17.7~~ Waivers. No waiver by TEACH of the Default or Breach of any term, covenant or condition hereof by Explore, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Explore of the same or of any other term, covenant or condition hereof.

18.8 ~~17.8~~ No Right to Holdover. Explore has no right to retain possession of the Subleased Premises or any part thereof beyond the expiration or termination of this Sublease. In the event that Explore holds over, then the Base Rent shall be increased to one hundred fifty percent (150%) of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by TEACH to any holding over by Explore.

18.9 ~~17.9~~ Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

18.10 ~~17.10~~ Covenants and Conditions; Construction of Sublease. All provisions of this Sublease to be observed or performed by Explore are both covenants and conditions. In construing this Sublease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Sublease. Whenever required by the context, the singular shall include the plural and vice versa. This Sublease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

18.11 ~~17.11~~ Binding Effect; Choice of Law. This Sublease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State of Nevada. The prevailing Party in any litigation shall be entitled to its reasonable attorney’s fees.

18.12 ~~17.12~~ Access; Showing Subleased Premises; Repairs. TEACH and Landlord shall have the right to enter the Subleased Premises at any time in the case of an emergency, and otherwise at reasonable times after twenty-four (24) hours’ prior written notice, to the extent practicable, for the

purpose of inspecting the Subleased Premises, verifying compliance by Explore with this Sublease, showing the Subleased Premises to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Subleased Premises as TEACH and/or Landlord may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Subleased Premises as long as there is no material adverse effect to [Explore's use of the Subleased Premises; provided, however, TEACH shall use reasonable efforts to minimize any impact such access may have on](#) Explore's use of the Subleased Premises.

18.13 ~~17.13~~ Quiet Possession. Subject to payment by Explore of the Rent and there being no Breach or Event of Default by Explore then in effect, Explore shall be entitled to have quiet possession and quiet enjoyment of the Subleased Premises during the Term hereof, and subject to the shared use and access arrangements with TEACH. Subject to the terms and conditions of this Sublease, [and the shared use and access arrangements with TEACH, and any rules or procedures implemented by TEACH or Landlord from time to time](#), Explore shall have access to the Subleased Premises twenty-four (24) hours per day and seven (7) days per week.

18.14 ~~17.14~~ Amendments. This Sublease may be modified only in writing, signed by the Parties in interest at the time of the modification and subject to the requirements of the Master Lease.

18.1 ~~17.1~~ Limitation of Rights to Parties. Nothing in this Sublease expressed or implied is intended or shall be construed to give to any person other than TEACH, Explore and Landlord any legal or equitable right, remedy or claim under or in respect of this Sublease or any covenant, condition or provision herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of TEACH, Explore and Landlord.

18.2 ~~17.2~~ Signage. In addition to the requirements in Section 4.2 of this Sublease, Explore shall not, without first obtaining (i) written approval from TEACH and Landlord, and (ii) all necessary approvals and permits from the relevant governmental agencies, display any sign or other advertisement or fixed display in or on the Premises or Subleased Premises that is visible from the exterior of the Subleased Premises or Subleased Premises. All signs must be professionally designed and prepared and must comply with all Applicable Requirements.

18.3 ~~17.3~~ Premises Security. Explore acknowledges and agrees that TEACH has the right to install security systems at the Premises, including the Subleased Premises. At all times during the Term, Explore shall comply with any [reasonable](#) security requirements or procedures implemented by TEACH from time to time. Notwithstanding the foregoing, neither TEACH nor Landlord is liable for the security of the Premises nor the Subleased Premises.

18.1 ~~17.1~~ Code Compliance; Occupancy. Explore's taking of possession of the Subleased Premises shall be deemed Explore's acknowledgment that the Premises and Subleased Premises comply with all Applicable Requirements, including, without limitation, the Americans with Disabilities Act and the Asbestos Hazard Emergency Response Act, and Explore will have no right to make a claim for any deficiency in the Premises or Subleased Premises after it has taken possession of the Subleased ~~Premises. In addition, if required, Explore shall obtain from the City of Las Vegas or County of Clark, as applicable, a certificate of occupancy for the use of any portable buildings on the~~ Premises.

18.2 ~~17.2~~ Property Tax Exemption Acknowledgment. The Parties hereby acknowledge and agree that the Rent payable by Explore under this Sublease has been reduced by an amount at least equal to the amount of tax that would have been imposed if the Subleased Premises were not exempt pursuant to Nevada Revised Statutes, Section 361.096.

18.3 ~~17.3~~ State-Mandated Non-Obligation Language. For the avoidance of doubt, all obligations hereunder on the part of TEACH or Explore are not the obligations, directly or indirectly, in whole or in part, of the State of Nevada, Nevada State Public Charter School Authority, or Nevada State Department of Education.

18.4 ~~17.4~~ Counterparts. This Sublease may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

[\[Remainder of page intentionally left blank; signatures follow\]](#)

IN WITNESS WHEREOF, the Parties have executed this Sublease as of the Effective Date.

TEACH Las Vegas,

Explore Academy Las Vegas,

a Nevada nonprofit corporation

a Nevada nonprofit corporation

By: _____
Name:
Title:

By: _____
Name:
Title:

Consented to by Landlord:

Red Hook Rancho, LLC,
a Delaware limited liability company

By: Red Hook Capital Partners IV LLC,
a Delaware liability company,
its sole member

By: _____

Name: _____
Title: _____

LANDLORD CONSENT AND AGREEMENT

Landlord hereby consents to this Sublease and represents to Explore that the Master Lease is, as of the Effective Date, in full force and effect and that the contingency concerning the closing of the purchase of the Premises pursuant to the PSA (as defined in the Master Lease) has been satisfied and that the Master Lease has not been, and will not be, terminated pursuant to Section 34 of the Master Lease. If Landlord recovers possession of the Premises or Subleased Premises from TEACH or if the Master Lease is terminated, in each case, prior to the expiration of the Term of this Sublease and no event of default is continuing under this Sublease, this Sublease shall not terminate or be extinguished and Landlord shall take over this Sublease as a direct lease between Explore and Landlord and succeed to all rights of TEACH hereunder. The foregoing agreement of Landlord is subject to the condition that, after termination of the Master Lease or re-entry by Landlord thereunder and upon this Sublease becoming a direct lease between Landlord and Explore, Explore shall be bound to Landlord under this Sublease for the balance of the Term of this Sublease and shall attorn to Landlord.

Red Hook Rancho, LLC,
a Delaware limited liability company

By: Red Hook Capital Partners IV LLC,
a Delaware liability company,
its sole member

By: _____
Name: _____
Title: _____

EXHIBIT A

SUBLEASED PREMISES FLOOR PLAN

[Attached]

Exhibit A

Document comparison by Workshare 9.5 on Friday, July 9, 2021 1:57:32 PM

Input:	
Document 1 ID	file://C:\Users\flintza\Desktop\MB Sublease with Explore Academy (N. Rancho Blvd.).docx
Description	MB Sublease with Explore Academy (N. Rancho Blvd.)
Document 2 ID	file://C:\Users\flintza\Desktop\Sublease with Explore Academy (N. Rancho Blvd.) (003) 7-9 comments.DOCX
Description	Sublease with Explore Academy (N. Rancho Blvd.) (003) 7-9 comments
Rendering set	GT-1

Legend:	
	<u>Insertion</u>
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Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	115
Deletions	54
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	169

SUBLEASE AGREEMENT

(4648, 4656 and 4660 North Rancho Drive)

This Sublease Agreement (this “**Sublease**”) is entered into as of July ___, 2021 (the “**Effective Date**”) by and between sublessor TEACH Las Vegas, a Nevada nonprofit corporation (“**TEACH**”), and subtenant Explore Academy Las Vegas, a Nevada nonprofit corporation (“**Explore**”), collectively the “**Parties**” and each a “**Party**”, with reference to the following facts:

A. TEACH leases school facilities located at 4648, 4656 and 4660 North Rancho Drive, Las Vegas, Nevada (“**Premises**”) pursuant to that certain Lease Agreement dated for reference purposes only as of April 8, 2021 (the “**Master Lease**”) by and between Red Hook Rancho LLC, a Delaware limited liability company (“**Landlord**”), and TEACH. The Premises include the Parking Lots (as defined in the Master Lease) and the common areas adjacent to the Building (as defined in the Master Lease). The Premises are depicted within Exhibit A attached hereto.

B. The Parties desire for Explore to sublease a portion of TEACH’s Premises, consisting of sixteen (16) classrooms and additional space and parking as described below (collectively, the “**Subleased Premises**”), pursuant to the terms, covenants and conditions set forth in this Sublease.

NOW, THEREFORE, in consideration of their mutual covenants and promises, the Parties agree to the foregoing and as follows:

1. Subleased Premises and Permitted Use. TEACH hereby subleases to Explore, and Explore accepts and subleases from TEACH, the following Subleased Premises for the Term and pursuant to the terms and conditions set forth in this Sublease. The Parties acknowledge and agree that no measurement of the Subleased Premises is provided, and that no measurement of such square footage shall affect the amount of Rent (as defined below) or any other substantive provision of this Sublease.

1.1 Exclusive Space. The Subleased Premises shall include Explore’s exclusive use of the following: two (2) classrooms in Building 1(A), also known as 4660 North Rancho Drive; eight (8) classrooms in Building 4(B), also known as 4656 North Rancho Drive; and six (6) classrooms in Building 10(C), also known as 4648 North Rancho Drive.

1.2 Shared Space; Parking. The Subleased Premises shall also include Explore’s shared use with TEACH of the administrative offices and cafeteria in Building 1(A), and shared access to common areas, such as halls and restrooms, within the buildings where Explore’s classrooms are located. Explore shall have non-exclusive use of **[number] (#)** unreserved parking spaces for its employees and guests within the parking lot at the Premises, subject to any reasonable parking rules and use regulations as may be established by TEACH; provided, however, TEACH shall not establish any rules and regulations that increase, limit, reduce or eliminate any of the rights, privileges or benefits given to Explore pursuant to this Sublease. Prior to the commencement of the school year, the Parties shall meet (and shall endeavor in good faith) to agree upon the arrangements and schedule for shared spaces at the Premises (e.g., the administrative offices and cafeteria) and drop-off and pick-up procedures for both schools in order to jointly and efficiently use the ingress, egress and parking at the Premises and Subleased Premises. The Parties shall also exchange school and event calendars, and shall schedule special events at the Premises and Subleased Premises in a manner that reasonably minimizes any material and adverse impact on each Party’s educational programs.

1.3 Additional Space. In addition to the above, the Parties may agree for Explore to use one or more additional classroom(s) in Building 10(C) at a rate of \$2,000 per month per classroom.

1.4 Permitted Use. Explore shall use the Subleased Premises for the purpose of operating a charter school (the “**Permitted Use**”). Explore shall not use or rent the Subleased Premises as a residential rental property to others. Explore shall not use or permit the use of the Subleased Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that unreasonably disturbs TEACH or other tenants on the Premises, or causes damage to neighboring premises or properties. Explore is responsible for acquiring and maintaining at all times during the Term all necessary permits and approvals for operating its Permitted Use at the Subleased Premises.

1.5 Compliance with Applicable Requirements. Except as otherwise provided in this Sublease, Explore shall, at Explore’s sole expense and solely with respect to the Sublease Premises, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the reasonable recommendations of TEACH’s or Landlord’s engineers and/or consultants which relate in any manner to the such Applicable Requirements, without regard to whether such Applicable Requirements are now in effect or become effective after the Effective Date. Explore shall, within ten (10) days after receipt of TEACH’s or Landlord’s reasonable written request, provide the requesting party (i.e., TEACH or Landlord) with copies of all permits and other documents, other information evidencing Explore’s compliance with any Applicable Requirements, and other information evidencing Explore’s possession of all applicable permits and approvals pertaining to its Permitted Use, and shall promptly upon receipt, notify TEACH in writing (with copies of any documents involved) of any threatened or actual written claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Explore or the Premises or Subleased Premises to comply with any Applicable Requirements or of Explore’s ability to operate at the Subleased Premises for its Permitted Use.

1.5.1 “**Applicable Requirements**” means any and all applicable laws, covenants or restrictions of record, regulations, and ordinances pertaining to Explore’s use of the Premises or Subleased Premises.

2. Term. The term of this Sublease (“**Term**”) shall commence on July 15, 2021 and expire on January 31, 2022. Explore shall be permitted, in its sole and absolute discretion, to extend the Term thereafter on a month-to-month basis and on the same terms and conditions as existed prior to such extension by providing written notice to TEACH of such election to extend the Term on or prior to January 31, 2022. During any such month-to-month tenancy, this Sublease may be terminated by either Party upon thirty (30) days’ prior written notice to the other Party. Notwithstanding anything to the contrary, (u) if Explore is unable to obtain all Special Use Permits necessary for Explore to operate its business from the Subleased Premises in accordance with the use permitted by this Sublease, (v) if Explore is unable to obtain a Certificate of Occupancy or any other necessary certificates or permits with respect to the Subleased Premises and/or Explore’s operations therefrom, (w) if Explore is unable to obtain any necessary amendments to Explore’s charter school contract, (x) if Explore is unable to satisfy the requirement of Nevada Administrative Code Section 388A.315, (y) if the Nevada State Public Charter School Authority (the “NSPCSA”), or any other sponsor of Explore, determines that the Subleased Premises do not pass the NSPCSA’s, or such other sponsor’s, health and safety inspections, or (z) the NSPCSA, or such other sponsor, does not approve this Sublease, then, in any case, Explore shall be permitted to terminate this Sublease by providing written notice to TEACH (which notice shall specify the date on which the this Sublease shall terminate) and following such termination neither party shall have

any obligations under this Sublease except to the extent such obligations expressly survive such termination.

2.1 Delivery of Possession. TEACH shall deliver possession of the Subleased Premises to Explore on July 15, 2021.

2.2 Early Possession. If Explore occupies the Subleased Premises, or any portion of the Premises or Subleased Premises, prior to July 15, 2021, such occupancy shall be subject to all provisions of this Sublease, including the payment of Rent and other monetary obligations, which Rent and monetary obligations shall be equitably prorated as necessary. TEACH may, upon the full execution and delivery of this Sublease, including Landlord's consent hereto, grant Explore access to enter upon the Subleased Premises to install furniture, fixtures and equipment in the Subleased Premises as permitted in accordance with Section 4.2 of this Sublease; provided, however, that Explore shall have previously provided TEACH with proof of Explore's insurance coverage as set forth in Section 7 of this Sublease. Explore's access to the Premises or Subleased Premises prior to July 15, 2021, as provided in this Section 2.2 of this Sublease, shall be subject to any and all reasonable safety, security and insurance requirements, procedures and conditions as may be established by TEACH.

3. Rent. As used in this Sublease, "**Rent**" shall include the Base Rent and Additional Rent described below, and all additional charges or expenses to be paid by Explore pursuant to this Sublease.

3.1 Base Rent. During the Term and any month-to-month extension thereof, Explore shall pay to TEACH the base rent of \$52,000 per month ("**Base Rent**"). Explore shall pay TEACH the Base Rent on or before the first day of each month, beginning on the Effective Date (for the first monthly period of July 15 through August 15). The monthly Base Rent shall be increased by \$2,000 per additional classroom utilized by Explore in Building 10(C) as described in Section 1.3 of this Sublease. Without duplication of any amount payable pursuant to the rest of this Section 3.1, Explore shall pay TEACH first month (July 15 through August 15), last month (January 1 through January 31) and security deposit (\$156,000 total payment) at the time of lease execution.

3.2 Additional Rent. During the Term and any month-to-month extension thereof, Explore shall be responsible for all utilities, repair and reasonable maintenance costs, and janitorial services reasonably incurred by TEACH, in each case, in connection with the entirety of Building 1(A), Building 4(B) and Building 10(C) at the Premises (collectively, the "**Additional Rent**"). To the extent any maintenance costs exceed \$2,500 TEACH will obtain approval from Explore before undertaking the same. It is further understood that Explore is not responsible for costs associated with repair and replacement of major utility components of the Premises and other portions of the Premises for which TEACH will retain the long term benefit including but not limited to roof, roof membrane, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, interior walls, ceilings, floors, windows, doors, plate glass, skylights, landscaping, driveways, parking lots fences, signs, sidewalks and parkways located in, on, or adjacent to the Premises. TEACH shall provide periodic statements to Explore outlining Explore's share of the such expenses, and shall provide Explore access to reasonable backup documentation for such costs upon request. Explore shall submit payment to TEACH within thirty (30) days after receipt of such statement from TEACH.

3.3 Payment of Rent. Rent shall be payable to "TEACH Las Vegas", without further notice or demand and without deduction or offset, in lawful money of the United States of America at the address specified in Section 12 of this Sublease, or at such other address as TEACH may from time to time

specify in writing. If the Term shall end on a day other than the 15th day of a month (noting that the Term commences on July 15, 2021), then Explore shall pay a pro rata portion of the Rent, prorated on a per diem basis, with respect to the portion of the fractional 30-day month period included in the Term.

3.4 Late Payment Charges and Interest. If any installment of Rent, or any monetary payment due to TEACH hereunder, is not paid on or before the fifth (5th) business day after the date due, then the unpaid amounts shall bear interest at the lower of ten percent (10%) per annum or the maximum lawful rate from the date due to the date of payment (collectively, the “**Interest Rate**”). In addition, Explore acknowledges that the late payment of any installment of Rent will cause TEACH to incur certain costs and expenses not contemplated under this Sublease, the exact amount of which are extremely difficult or impractical to fix. These costs and expenses will include, without limitation, administrative and collection costs and processing and accounting expenses. Therefore, if any installment of Rent is not received by TEACH on or before the fifth (5th) business day following the date due, then Explore shall pay to TEACH a charge for administration collection and accounting expenses equal to ten percent (10%) of the amount of such delinquent amounts due in addition to the installment of Rent then owing with interest accruing at the Interest Rate. The Parties agree that the late payment charge represents a reasonable estimate of TEACH’s costs and expenses and is fair compensation for TEACH’s loss suffered by Explore’s nonpayment of any amounts when due and payable pursuant to this Sublease. This provision shall not relieve Explore from payment of Rent at the time and in the manner herein specified.

3.5 Security Deposit. On or before the fifth (5th) business day following the full execution and delivery of this Sublease, Explore shall deposit with TEACH a security deposit in the amount of \$52,000 (the “**Security Deposit**”). The Security Deposit shall be held by TEACH without liability for interest and as security for the performance by Explore of Explore’s covenants and obligations under this Sublease, it being expressly understood that the Security Deposit shall not be considered an advance payment of Rent or a measure of TEACH’s damages in case of default by TEACH. TEACH may, but shall not be required to, apply all or part of the Security Deposit to any past due Rent or other charges from Explore or to cure any other defaults of Explore, without prejudice to any other remedy. If Explore uses any part of the Security Deposit for such purposes, Explore shall deposit additional funds to restore the Security Deposit to its full amount within ten (10) days after TEACH’s written request. Explore’s failure to do so shall be a material default under this Sublease. Explore may not attempt to credit the Security Deposit to the last month’s Rent hereunder. If Explore shall fully and faithfully performs every provision of this Sublease to be performed by it, the Security Deposit, or any balance thereof, shall be returned to Explore within thirty (30) days following the expiration or termination of this Sublease.

4. Condition of Subleased Premises.

4.1 Inspection and Acceptance. Explore represents and warrants to TEACH that, as of the Effective Date, Explore shall have examined and inspected all matters with respect to taxes, income and expense data, insurance costs, permissible uses, zoning, covenants, conditions and restrictions and all other matters which in Explore’s judgment bear upon the value and suitability of the Subleased Premises for Explore’s purposes and Permitted Use. Explore has and will rely solely on Explore’s own inspection and examination of such items and not on any representations of TEACH, express or implied. By entering the Subleased Premises, Explore shall be deemed to accept the same in their respective conditions existing as of the date of such entry and subject to all applicable municipal, county, state and federal statutes, laws, ordinances, including zoning ordinances, and regulations governing and relating to the use, occupancy or possession of the Subleased Premises.

4.2 Modifications. Explore agrees to accept the Subleased Premises as is, where is, in its current condition, with all faults and defects, if any. Explore shall not make or cause to be made any modifications, alterations or improvements to the Subleased Premises, including the installation of signage, fixtures or other affixed equipment, without the prior written consent of TEACH, which shall have absolute discretion subject to the Master Lease and any necessary governmental approvals. Any signage, materials, work, modification, installations, furniture, equipment, supplies and decorations of any nature brought upon the Premises, or installed in the Subleased Premises or removed from the Subleased Premises by Explore, shall be at Explore's sole risk, and shall be installed, maintained and removed at the sole cost and expense of Explore. Explore shall protect, defend, indemnify and hold harmless TEACH from all actual, out-of-pocket liabilities, including restoration charges, which may be imposed by Landlord or other parties due to Explore's modifications, alterations, improvements and tenant improvements.

4.3 No Representations or Warranties. Explore acknowledges and agrees that TEACH makes no warranty as to the habitability, fitness or suitability of the Premises or Subleased Premises for a particular purpose, nor as to compliance with any laws, rules or regulations, nor as to the absence of any toxic or otherwise hazardous substances. Explore further acknowledges and agrees that TEACH makes no representation or warranty regarding the permitted grade levels or enrollment levels for the Premises or Subleased Premises, nor any representation or warranty regarding any other governmental or quasi-governmental approvals, licenses, or permits that might be required in connection with Explore's intended use of the Subleased Premises, including Explore's charter, all of which shall be obtained and maintained by Explore at Explore's sole cost and expense without any right of contribution or reimbursement from TEACH.

5. Repairs and Maintenance. Explore shall, at Explore's sole expense, keep the Subleased Premises in good order and sanitary condition, and repair any damage to the Premises caused by Explore or Explore's agents, employees, students, guests or contractors, including the Subleased Premises and the entirety of Building 1(A), Building 4(B) and Building 10(C). Explore acknowledges and agrees that any repair or maintenance costs incurred by TEACH in connection with Building 1(A), Building 4(B) and Building 10(C) shall be paid by Explore as Additional Rent pursuant to Section 3.2 of this Sublease.

6. Hazardous Substances. Explore shall comply with TEACH's obligations with respect to "Hazardous Substances" as stated in the Master Lease, which is provided below.

6.1 Reportable Uses Require Consent. Explore shall not engage in any activity in or on the Premises or Subleased Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of TEACH and Landlord, and timely compliance (at Explore's expense) with all Applicable Requirements and Environmental Regulations. Notwithstanding the foregoing or anything herein to the contrary, Explore may use any ordinary and customary materials reasonably required to be used in the normal course of the Permitted Use, including such instructional materials as may be used in art, science and other instructional activities, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises, Subleased Premises, or neighboring property, to any meaningful risk of contamination or damage, or expose TEACH, Landlord, or Explore, to any liability therefor.

6.1.1 **"Hazardous Substance"** means mean (a) any oil, flammable substance, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to the Premises, Subleased Premises or to persons

on or about the Premises or Subleased Premises or (ii) cause the Premises or Subleased Premises to be in violation of any Environmental Regulation (as defined herein); (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (c) any chemical, material or substance defined as or included in the definition of “waste,” “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous waste,” “restricted hazardous waste,” or “toxic substances” or words of similar import under any Environmental Regulation including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act (“**CERCLA**”), 42 USC §§ 9601 *et seq.*; the Resource Conservation and Recovery Act (“**RCRA**”), 42 USC §§ 6901 *et seq.*; the Hazardous Materials Transportation Act, 49 USC §§ 1801 *et seq.*; the Federal Water Pollution Control Act, 33 USC §§ 1251 *et seq.*; and the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65); (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or agency or may or could pose a hazard to the health and safety of the occupants of the Premises, Subleased Premises or the owners and/or occupants of property adjacent to or surrounding the Premises or Subleased Premises, or any other person coming upon the Premises, Subleased Premises or adjacent property; or (e) any other chemical, materials or substance which may or could pose a hazard to the environment.

6.1.2 “**Environmental Regulations**” means any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to dangerous, toxic or hazardous pollutants, Hazardous Substances or chemical waste, materials or substances.

6.1.3 “**Reportable Use**” means (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises or Subleased Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises, Subleased Premises or neighboring properties.

6.2 Duty to Inform TEACH. If Explore actually knows or reasonably and actually believes that a Hazardous Substance has come to be located in, on, under or about the Premises or Subleased Premises, Explore shall immediately give written notice of such fact to TEACH, and provide TEACH with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

6.3 Remediation. Explore shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises or Subleased Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Explore’s expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises, Subleased Premises, or neighboring properties, in each case, that was caused by Explore, or pertaining to or involving any Hazardous Substance brought onto the Premises or Subleased Premises during the Term of this Sublease by or for Explore, or by or for a third party at the direction or request of Explore; provided that Explore will have no obligation to clean-up, remediate, or incur any costs or expenses with respect to Hazardous Substances that were (i) existing in, on, under, over, or through the Premises or Subleased Premises prior to the Effective Date, (ii) were not

caused by or on account of Explore, or (iii) migrate under the Premises or Subleased Premises from adjacent properties without any involvement or contribution from Explore or its agents or employees.

6.4 Indemnification.

6.4.1 Explore shall indemnify, defend and hold TEACH and Landlord, and their officers, directors, managers, members, agents, employees, volunteers, and lenders of either of them (“**TEACH’s Indemnified Parties**”) harmless from and against any and all actual, out-of-pocket liabilities, judgments, claims, expenses, penalties, and attorneys’ and consultants’ fees arising out of or involving any Hazardous Substance brought onto the Premises or Subleased Premises by or for Explore or anyone acting by, through, or under Explore. No termination, cancellation or release agreement entered into by the Parties shall release Explore from its obligations under this Sublease with respect to Hazardous Substances, unless specifically so agreed by TEACH and Landlord in writing at the time of such agreement. The provisions of this Section 6.4 shall survive the termination or expiration of this Sublease.

6.4.2 TEACH shall indemnify, defend and hold harmless Explore, its officers, employees, invitees, partners and agents, and its and their successors, assigns, invitees partners, officers, employees, agents, lenders and attorneys from and against any and all claims, liabilities, losses, actions, costs and expenses (including, without limitation, reasonable attorneys' fees and costs of defense incurred by such indemnified persons, or any of them) as a result of (a) the introduction into or about the Subleased Premises by TEACH or TEACH's agents, officers, invitees, employees or contractors of Hazardous Substances, (b) the usage, storage, maintenance, generation, production or disposal by TEACH or TEACH's agents, officers, invitees, employees or contractors of Hazardous Substances in or about the Subleased Premises, (c) the discharge or release in or about the Subleased Premises by TEACH or TEACH's officers, invitees, agents, employees or contractors of any Hazardous Substances, (d) any injury or death or persons or damage to or destruction of property resulting from the use, introduction, maintenance, storage, generation, disposal, disposition, release or discharge by TEACH or TEACH's officers, invitees, agents, invitees, officers, employees or contractors of Hazardous Substances in or about the Subleased Premises (e) any failure by TEACH or TEACH's officers, invitees, agents, employees or contractors to observe the restrictions set forth in this Sublease or the Master Lease and/or (f) the Subleased Premises not being in compliance with all applicable laws.

6.5 Hazardous Substance Remediation. If Explore becomes actually aware of a Hazardous Substance Condition occurring during the Term of this Sublease, then Explore shall notify TEACH and TEACH shall make the investigation and remediation thereof required by the Applicable Requirements, the costs relating thereto constituting an expense for which Explore is responsible and this Sublease shall continue in full force and effect, but subject to TEACH’s Indemnified Parties’ rights under Section 6.4 of this Sublease; provided, however, that if a Hazardous Substance Condition occurs as a result of hazardous materials that are brought on the Premises or Subleased Premises by a party other than Explore or anyone acting by, through, or under Explore prior to July 15, 2021, then TEACH shall be solely responsible for making the investigation and remediation thereof at its sole cost and expense, and this Sublease shall continue in full force and effect.

6.5.1 The term “**Hazardous Substance Condition**” shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Section 6.1.1. of this Sublease, in, on, or under the Premises and/or Subleased Premises which requires repair, remediation, or restoration.

7. Insurance. Explore shall keep in force such insurance policies and in such amounts as set forth in Sections 7.1 through 7.5 below. Explore shall deliver to TEACH, prior to July 15, 2021, certificates of insurance indicating that the required policies of insurance are in full force and effect throughout the entire Term of this Sublease.

7.1 Liability insurance in amounts which are customarily carried and against such risks as are customarily insured against by other corporations in connection with the ownership and operation of facilities of similar character and size to the Subleased Premises. Explore shall name both Landlord and TEACH as additionally insured parties to such liability insurance.

7.2 Property insurance against loss or damage to any structure constituting any part of the Subleased Premises by fire and lightning, with extended coverage and vandalism and malicious mischief insurance. Said extended coverage insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. All insurance provided pursuant to this paragraph shall be in an amount equal to the greater of (i) one hundred percent (100%) of the replacement cost (without depreciation) of all improvements constituting any part of the Subleased Premises or (ii) the principal amount of any loan secured by the Subleased Premises then outstanding, and shall be subject to a deductible not to exceed Five Thousand Dollars (\$5,000). Explore shall obtain and keep in force a policy or policies of property insurance in its name, but naming TEACH and Landlord as an additional insured under such policy or policies, with a provision making loss payable to TEACH and to any lender insuring loss or damage to the Premises.

7.3 Rental interruption insurance to cover loss, total or partial, of rental income to TEACH for any reason whatsoever, in an amount sufficient to pay the maximum Rent under the Sublease for a period of at least six (6) months. Explore shall obtain and keep in force, for the benefit of TEACH, or otherwise obtain for TEACH (at Explore's sole cost and expense), such rental interruption insurance insuring TEACH for such amounts of Rent arising from an interruption of the payment of the Rent, and otherwise payable by Explore hereunder.

7.4 Workers' compensation insurance necessary to comply with Nevada state law.

7.5 All insurance procured and maintained by Explore shall be written by insurance companies satisfactory to TEACH which are licensed to do business in the state in which the Subleased Premises is located with a general policyholder's rating of not less than A and a financial rating of not less than Class VIII as rated in the most current edition of Best's Key Rating Guide, or, if it becomes available during the Term of this Sublease, equivalent coverage provided by a charter school self-insurance joint power authority formed and operating under Nevada law. Explore shall obtain waivers of subrogation in favor of TEACH as its interests may appear; moreover, Explore shall obtain a written obligation on the part of each insurance company to notify TEACH at least ten (10) days prior to cancellation of such insurance. Explore shall provide TEACH with an original Certificate of Insurance demonstrating that the insurance required by this Sublease was purchased and is in effect. Explore shall also provide TEACH with a copy of the additional insured, waiver of subrogation endorsements or such other policy language demonstrating that the insurance policies comply with this Sublease. If Explore should fail to comply with the foregoing requirements relating to insurance, TEACH may obtain such insurance and Explore shall pay to TEACH on demand as additional Rent hereunder the premium cost thereof plus interest. Explore hereby acknowledges and agrees that any such payment and interest shall be payable immediately on demand

as additional Rent and that the same are cumulative with, and do not supersede or reduce in any way, TEACH's rights as specified in Section 10 of this Sublease.

8. Indemnity.

8.1 Except for TEACH's negligence or willful misconduct, Explore shall indemnify, protect, defend and hold harmless the Premises, Subleased Premises, and TEACH's Indemnified Parties, as defined in Section 6.4 of this Sublease, from and against any and all actual, out-of-pocket claims, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises and/or Subleased Premises by Explore. If any action or proceeding is brought against TEACH's Indemnified Parties by reason of any of the foregoing matters by any third party, Explore shall upon written notice defend the same at Explore's expense by counsel reasonably satisfactory to TEACH and TEACH shall cooperate with Explore in such defense. Neither TEACH nor Landlord need not have first paid any such claim in order to be defended or indemnified. The duty of Explore to defend TEACH's Indemnified Parties is independent of the duty to indemnify and the duty to defend arises immediately upon TEACH's Indemnified Parties being subjected to a claim encompassed by this paragraph. The duty to defend is immediate and is not conditioned upon a final determination as to the legal responsibility of Explore for such claim.

8.2 Subject to the provisions of Section 8.1 and 8.2 of this Sublease, TEACH's Indemnified Parties shall not be liable for injury or damage to the person or goods, wares, merchandise or other property of Explore, Explore's employees, contractors, invitees, customers, students or any other person in or about the Premises or Subleased Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises, the Subleased Premises, or from other sources or places.

8.3 TEACH shall indemnify, defend, hold harmless, reimburse and pay Explore against and from any and all actual, out of pocket claims, demands, actions, losses, damages, orders, judgments and any and all costs and expenses (including, without limitation, reasonable attorneys' fees and costs of litigation) incurred by Explore as a result of or arising from any misrepresentation by TEACH set forth in this Sublease or any willful or negligent act or omission of TEACH, or of TEACH's contractors, agents, employees, owners, officers or partners, or any breach or default by TEACH, as "Lessee", under the Master Lease.

8.4 The provisions of this Section 8 shall survive the expiration or termination of this Sublease.

9. Obligations under Master Lease.

9.1 Explore's Obligations. Explore shall not do or permit to be done any act or thing, or omit to do anything, which constitutes a breach or violation of any term, covenant, or condition of the Master Lease. If Explore shall be in default of any of the terms and provisions of this Sublease, and if the Master Lease shall allow a grace period for cure of a default of a similar type and nature, then Explore shall be entitled to a grace period equal to the corresponding grace period in the Master Lease. Every term, covenant and condition of the Master Lease inuring to the benefit of the TEACH shall, in respect of this Sublease, inure to the benefit of Explore. To the extent any provision of this Sublease is inconsistent with any provisions of the Master Lease, this Sublease shall govern.

9.2 TEACH's Obligations. TEACH shall not do or permit to be done any act or thing, or omit to do anything, which constitutes a breach or violation of any term, covenant, or condition of the Master Lease, notwithstanding whether such act, thing, or omission is permitted under the terms of this Sublease. TEACH shall perform its covenants and obligations under the Master Lease which do not require for their performance exclusive possession of the Subleased Premises and which are not otherwise to be performed hereunder by Explore on behalf of TEACH. Further, and notwithstanding anything contained herein to the contrary, on the request of Explore, TEACH shall make a written demand on Landlord to perform its obligations under the Master Lease with respect to the Subleased Premises if Landlord fails to perform same within the time frame and in the manner required under the Master Lease. However, the obligations of Landlord under the Master Lease shall remain the obligations of Landlord, and shall not be considered the obligations or responsibility of TEACH. TEACH's only obligation shall be to use commercially reasonable efforts to demand that Landlord perform such obligations for the benefit of Explore. TEACH agrees not to effect any modification or amendment of the Master Lease without Explore's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

9.3 Landlord's Obligations. It shall be the obligation of Landlord (i) to provide or cause to be provided all services to be provided by Landlord under the terms of the Master Lease and (ii) to satisfy all obligations and covenants of Landlord made in the Master Lease. Explore acknowledges and agrees that TEACH shall be under no obligation to provide any services or satisfy any obligations or covenants of Landlord.

10. Defaults and Remedies. If Explore fails to perform any of its affirmative duties or obligations, within thirty (30) days after written notice (or, in the case of those duties and obligations that cannot reasonably be performed within thirty (30) days after notice, to commence and diligently prosecute such duties and obligations to completion), TEACH may, at its option, perform such duty or obligation on Explore's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Explore shall pay to TEACH the costs and expenses incurred by TEACH in such performance upon receipt of an invoice therefor. In the event of a Breach, TEACH may, in addition to TEACH's right to terminate this Sublease pursuant to Section 2 of this Sublease and with or without further notice or demand, and without limited TEACH in the exercise of any right or remember which TEACH may have by reason of such Breach:

10.1 Terminate Explore's right to possession of the Subleased Premises by any lawful means, in which case this Sublease shall terminate and Explore shall immediately surrender possession to TEACH. In such event TEACH shall be entitled to recover from Explore: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Explore proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Explore proves could be reasonably avoided; and (iv) any other amount necessary to compensate TEACH for all the detriment proximately caused by Explore's failure to perform its obligations under this Sublease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Subleased Premises, expenses of reletting, including necessary renovation and alteration of the Subleased Premises, reasonable attorneys' fees of TEACH and Landlord, and that portion of any leasing commission paid by TEACH in connection with this Sublease applicable to the unexpired term of this Sublease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall

be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Subleased Premises are located at the time of award plus one percent. Efforts by TEACH to mitigate damages caused by Explore's Breach of this Sublease shall not waive TEACH's right to recover damages under this Section 10. If termination of this Sublease is obtained through the provisional remedy of unlawful detainer, TEACH shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or TEACH may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Section 10 was not previously given, a notice to pay rent or quit, or to perform or quit given to Explore under the unlawful detainer statute shall also constitute the notice required by Section 10. In such case, the applicable grace period required by Section 10 and the unlawful detainer statute shall run concurrently, and the failure of Explore to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Sublease entitling TEACH to the remedies provided for in this Sublease and/or by said statute.

10.2 Continue the Sublease and Explore's right to possession and recover the Rent as it becomes due. Acts of maintenance, efforts to re-let, and/or the appointment of a receiver to protect TEACH's interests, shall not constitute a termination of Explore's right to possession.

10.3 Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Subleased Premises are located. The expiration or termination of this Sublease and/or the termination of Explore's right to possession shall not relieve Explore from liability under this Sublease, including under any indemnity provisions of this Sublease as to matters occurring or accruing during the Term hereof or by reason of Explore's occupancy of the Subleased Premises.

10.4 A "**Default**" is a failure by Explore to comply with or perform any of the terms, covenants or conditions under this Sublease.

10.5 A "**Breach**" is the occurrence of one or more of the following Defaults, and the failure of Explore to cure such Default within any applicable grace period:

10.5.1 The abandonment of the Subleased Premises.

10.5.2 The failure of Explore to make any payment of Rent required to be made by Explore hereunder, whether to TEACH or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Sublease which endangers or threatens life or property, where such failure continues for a period of three (3) business days following written notice to Explore.

10.5.3 Any material representation or warranty made in this Sublease, or in any report, certificate, financial statement, or instrument furnished in connection with this Sublease, proves to have been false or misleading when made, in any material respect.

10.5.4 A Default by Explore as to the terms, covenants, conditions or provisions of this Sublease, other than those described in Sections 10.5.1 through 10.5.3 above, where such Default continues for a period of thirty (30) days after written notice; provided, however, that if the nature of Explore's Default is such that more than thirty (30) days are reasonably required for its cure, then it shall not be deemed to be a Breach if Explore commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

10.5.5 The occurrence of any of the following events: (i) Explore's making of any general arrangement or assignment for the benefit of creditors; (ii) Explore's becoming a "debtor" as defined in 11 U.S.C. Section 101 or any successor statute thereto (unless, in the case of a petition filed against Explore, the same is dismissed within ninety (90) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Explore's assets located at the Subleased Premises, or of Explore's interest in this Sublease, where possession is not restored to Explore within sixty (60) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Explore's assets located at the Subleased Premises, or of Explore's interest in this Sublease, where such seizure is not discharged within sixty (60) days; provided, however, in the event that any provision of this subparagraph (e) is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

10.5.6 The discovery that any financial statement of Explore given to TEACH or Landlord was materially false.

10.5.7 The failure of Explore to comply with the following representations, warranties or covenants: (i) except as specifically provided in this Sublease, Explore's covenants not to create, assume, incur or suffer to be created, assumed or incurred any lien on the Sublease Premises, (ii) Explore shall take all actions necessary, and shall not omit to take any action necessary for it to maintain its status (or its derivative status through its sole member) as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended and (iii) the Explore will do, or cause to be done, all things necessary to obtain and maintain status as a charter school under the Charter School Law.

10.6 Nothing in this Section 10 shall be interpreted to prevent Landlord from seeking remedies against Explore for such Default or Breach.

11. Damage or Destruction.

11.1 Notice and Repair. Explore shall promptly notify TEACH of any damage to the Premises or Subleased Premises resulting from fire or any other casualty of which Explore is actually aware, so that TEACH can provide the notice required under Section 11.1 of the Master Lease for the repair of such damage. Notwithstanding anything to the contrary herein, in no event shall TEACH nor Landlord be obligated to repair or restore any specialized or dedicated equipment serving Explore or the Subleased Premises, such as any cabling, wiring, supplemental utility system, telephone system or wi-fi network. TEACH's Indemnified Parties shall not be liable for any inconvenience or annoyance to Explore or its visitors, or injury to Explore's business resulting in any way from such damage or the repair thereof; provided however, that if such fire or other casualty shall have damaged the Subleased Premises necessary to Explore's occupancy, and if such damage is not the result of the negligence or willful misconduct of Explore or Explore's employees, contractors consultants, agents, licensees, students, invitees, or anyone else acting by, through, or under this Sublease, TEACH shall allow Explore a proportionate abatement of Base Rent to the extent TEACH is reimbursed from the proceeds of rental interruption insurance, during the time and to the extent the Subleased Premises are unfit for occupancy for the purposes permitted under this Sublease, and not occupied and used by Explore as a result thereof.

11.2 Option to Terminate. Notwithstanding Section 11.1 of this Sublease, if the Subleased Premises are destroyed or damaged to a substantial extent, the Parties shall have the option to terminate this Sublease by giving written notice to the other Party of the exercise of such option within thirty (30) days after such Party becomes aware of such damage, in which event this Sublease shall cease

and terminate as of the date of such notice. Upon any such termination of the Sublease pursuant to this Section 11.2, Explore shall pay the Base Rent and additional rent, properly apportioned up to the earlier of the date of termination or the date that Explore vacated the Subleased Premises as a result of the casualty, and both Parties hereto shall thereafter be discharged from all further obligations under this Sublease arising after such termination, except for those obligations which expressly survive the expiration or earlier termination of the Term.

11.3 Waiver of Statutory Provisions. The provisions of this Sublease, including this Section 11, constitute an express agreement between the Parties with respect to any and all damage to, or destruction of, all or any part of the Subleased Premises, and any statute or regulation of the state in which the Subleased Premises is located, with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the Parties, and any other statute or regulation, now or hereafter in effect, shall have no application to this Sublease or any damage or destruction to all or any part of the Subleased Premises.

11.4 Explore’s Responsibilities. There shall be no abatement of Rent (except as expressly provided above in Section 11.1 of this Sublease) and no liability of TEACH’s Indemnified Parties by reason of any injury to or interference with Explore’s business or property arising from the making of any repairs, alterations or improvements in or to any portion of the Premises or Subleased Premises or in or to fixtures, appurtenances and equipment therein. Explore understands that neither TEACH nor Landlord will carry insurance of any kind on Explore’s furniture, furnishings and other personal property, and TEACH’s Indemnified Parties shall not be obligated to repair any damage thereto or replace the same. All such property shall be kept, stored and maintained at the sole risk of Explore.

12. Notices. All notices required or permitted by this Sublease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by email, and shall be deemed sufficiently given if served in a manner specified in this Section 12. A courtesy copy of any notice provided hereunder will be provided by email so long as the Party receiving the notice has delivered its then-current email address to the other. The addresses for the Parties are set forth below and shall constitute the respective addresses for delivery or mailing of notices. Either Party may, by written notice to the others, specify a different address for notice.

To TEACH: _____

Email: _____

To Explore: _____

Email: _____

Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given forty-eight (48) hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given twenty-four (24) hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile or email shall be deemed delivered upon delivery, provided a copy is also delivered via mail or overnight delivery. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

13. Taxes and Assessments.

13.1 Real Property Taxes. TEACH shall file for exemption against any Real Property Taxes with respect to the Premises and Subleased Premises, and shall maintain such exemption during the Term. Explore shall cooperate with any request by any taxing authority, including, but not limited to, the Internal Revenue Service, any state taxation agency, the City of Las Vegas, or the County of Clark, and any requests by TEACH in connection with TEACH's attempts to obtain any tax exemption for Real Property Taxes.

13.1.1 **"Real Property Taxes"** includes any form of assessment, real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Landlord or TEACH in the Premises, Landlord's or TEACH's right to other income therefrom; and/or Landlord's or TEACH's leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the address of the Premises and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Premises is located. "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the Term of this Sublease, including but not limited to, a change in the ownership of the Premises, and (ii) levied or assessed on machinery or equipment provided by Landlord or TEACH to Explore pursuant to this Sublease.

13.2 Personal Property Taxes. Explore shall pay any and all taxes, assessments, license fees and public charges levied against assessed or imposed upon any of the fixtures, furniture, appliances and personal property installed by Explore upon the Subleased Premises or located in, on, or about the Premises which belong to Explore. Explore shall pay all such taxes, assessments, fees and charges before the date of delinquency. Should Explore fail to pay any such taxes, assessments, fees, or charges, and as a result thereof, TEACH or Landlord becomes obligated to do so, any such amount so paid shall become immediately due and payable as Rent by Explore to TEACH together with interest thereon at the rate of ten percent (10%) per annum, from the date of payment by TEACH or Landlord until paid by Explore. Any such payment by TEACH or Landlord shall not be deemed to be a waiver of any other rights which TEACH may have under the provisions of this Sublease or as provided by law, it being expressly understood that failure of Explore to pay such taxes, assessments, fees or charges may at the option of TEACH be treated as a default in the performance of the terms of this Sublease. Should Explore fail to pay any taxes or assessments above described prior to the delinquency date thereof, and should any interest or penalties become due as a result of failure to pay such taxes or assessments prior to the delinquency date thereof, such interest and penalties shall also be payable by Explore.

14. Assignment and Subletting. Explore shall not sell, assign, encumber, sublet, hypothecate or otherwise transfer by operation of law or otherwise this Sublease or the Explore's interest in and to the Premises or Subleased Premises without first procuring the written consent of TEACH and Landlord in accordance with the Master Lease, which consent shall not be unreasonably withheld, conditioned or delayed. Any such sale, assignment, encumbrance, sublease or other transfer in violation of the terms of this Sublease shall be void and shall be of no force or effect.

15. Surrender and Restoration. Subject to Explore's option to extend the Term on a month-to-month basis as set forth above, Explore shall peaceably surrender the Subleased Premises by the expiration date or earlier termination date of this Sublease, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear and damage from casualty or condemnation excepted. **"Ordinary wear and tear"** shall not include any damage or deterioration that would have been prevented by good

maintenance practice, solely to the extent Explore is responsible for such maintenance pursuant to the terms of this Sublease. Explore shall repair any damage occasioned by the installation, maintenance or removal of furnishings, fixtures and equipment installed by or for Explore. Explore shall completely remove from the Premises any and all Hazardous Substances brought onto the Premises or Subleased Premises by or for Explore or anyone acting by, through, or under Explore. Any personal property of Explore not removed on or before the expiration date or any earlier termination date shall be deemed to have been abandoned by Explore and may be disposed of or retained by TEACH as TEACH may desire. The failure by Explore to timely vacate the Subleased Premises pursuant to this Section 15 without the express written consent of TEACH, and if required Landlord, shall constitute a holdover under the provisions of Section 17.8 of this Sublease.

16. Landlord Consent. This Sublease is conditioned upon Landlord's written consent to this Sublease, as required under the Master Lease, which is indicated by Landlord's signature below TEACH and Explore. In the event that Landlord fails or refuses to give such consent, this Sublease shall terminate and neither Party shall have any continuing obligation to the other with respect to the Subleased Premises; provided, however, that TEACH shall return the first month's Rent and Security Deposit and any other amounts paid by Explore to TEACH, if previously delivered to TEACH.

17. TEACH's Representations. TEACH represents warrants, covenants and agrees that the following shall be true and correct as of the Effective Date and throughout the Term:

17.1 TEACH is the "Lessee" under the Master Lease. TEACH represents to Explore that (a) TEACH has delivered to Explore a full and complete copy of the Master Lease, (b) the Master Lease is, as of the Effective Date, in full force and effect, and (c) no event of default has occurred under the Master Lease and, to TEACH's knowledge, no event has occurred and is continuing which would constitute an event of default but for the requirement of the giving of notice and/or the expiration of the period of time to cure.

17.2 TEACH represents that no violation exists or has been noted against the Subleased Premises that would prevent or delay the issuance of a certificate of occupancy or any other permit or approval required for Explore to open for business;

17.3 The only party holding a mortgage or similar interest in all or any part of the Subleased Premises currently is [REDACTED];

17.4 Explore's permitted use(s) of the Subleased Premises for the purposes allowed for under this Sublease will not violate Landlord's or TEACH's present insurance policies, nor increase the premium therefor;

17.5 That (other than Landlord) no other party is required to review or consent to this Sublease (or any term herein), or with respect to signage or any alterations (whether structural or nonstructural) made at the Subleased Premises;

17.6 The execution and delivery of this Sublease by TEACH are within the power and authority of TEACH. Such execution and delivery (i) does not conflict with, violate, breach or cause a default under any agreement or instrument to which TEACH is a party, and (ii) TEACH has obtained all consents, approvals or authorizations necessary for the execution and delivery of this Sublease. As of the Effective Date, TEACH has unrestricted full right, power and lawful authority to execute and perform this Sublease for the Term and to grant the estate demised herein and that it is seized of an indefeasible

leasehold estate to the Subleased Premises, vacant and free and clear of any leases, tenancies, occupancies, assignments, contracts, agreements, restrictions, mortgages and other liens and encumbrances;

17.7 TEACH represents and warrants that a valid certificate of occupancy has been issued with respect to all of the Subleased Premises and the use and occupancy by Explore as allowed for under this Sublease will not violate any such certificate of occupancy or any of the zoning laws, rules and regulations applicable to the Subleased Premises; and

17.8 The Subleased Premises comply in all material respects with all applicable laws, building codes, governmental ordinances and regulations, including, but not limited to, the requirements of the Americans with Disabilities Act and all regulations issued by the U.S. Attorney General or other agencies under the authorization of the Americans with Disabilities Act, (ii) parking for the Subleased Premises complies with all government requirements, and (iii) this Sublease and Explore's rights and benefits hereunder do not and will not violate any matters or record.

18. Miscellaneous.

18.1 Severability. The invalidity of any provision of this Sublease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

18.2 Days. Unless otherwise specifically indicated to the contrary, the word "days" as used in this Sublease shall mean and refer to calendar days.

18.3 Limitation on Liability. The obligations of TEACH under this Sublease shall not constitute personal obligations of TEACH, and Explore shall look to the Subleased Premises, and to no other assets of TEACH, for the satisfaction of any liability of TEACH with respect to this Sublease.

18.4 Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Sublease.

18.5 No Prior or Other Agreements. This Sublease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Each Party represents and warrants that the execution of the Sublease will not, to the best of the Party's knowledge, constitute a violation under any material agreements to which such Party is a party.

18.6 Authority. Each person executing this Sublease on behalf of a Party hereto represents and warrants that such person is authorized and empowered to do so and to thereby bind the Party on whose behalf such person is signing.

18.7 Waivers. No waiver by TEACH of the Default or Breach of any term, covenant or condition hereof by Explore, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Explore of the same or of any other term, covenant or condition hereof.

18.8 No Right to Holdover. Explore has no right to retain possession of the Subleased Premises or any part thereof beyond the expiration or termination of this Sublease. In the event that Explore holds over, then the Base Rent shall be increased to one hundred fifty percent (150%) of the Base

Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by TEACH to any holding over by Explore.

18.9 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

18.10 Covenants and Conditions; Construction of Sublease. All provisions of this Sublease to be observed or performed by Explore are both covenants and conditions. In construing this Sublease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Sublease. Whenever required by the context, the singular shall include the plural and vice versa. This Sublease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

18.11 Binding Effect; Choice of Law. This Sublease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State of Nevada. The prevailing Party in any litigation shall be entitled to its reasonable attorney's fees.

18.12 Access; Showing Subleased Premises; Repairs. TEACH and Landlord shall have the right to enter the Subleased Premises at any time in the case of an emergency, and otherwise at reasonable times after twenty-four (24) hours' prior written notice, to the extent practicable, for the purpose of inspecting the Subleased Premises, verifying compliance by Explore with this Sublease, showing the Subleased Premises to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Subleased Premises as TEACH and/or Landlord may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Subleased Premises as long as there is no material adverse effect to Explore's use of the Subleased Premises; provided, however, TEACH shall use reasonable efforts to minimize any impact such access may have on Explore's use of the Subleased Premises.

18.13 Quiet Possession. Subject to payment by Explore of the Rent and there being no Breach or Event of Default by Explore then in effect, Explore shall be entitled to have quiet possession and quiet enjoyment of the Subleased Premises during the Term hereof, and subject to the shared use and access arrangements with TEACH. Subject to the terms and conditions of this Sublease, and the shared use and access arrangements with TEACH, Explore shall have access to the Subleased Premises twenty-four (24) hours per day and seven (7) days per week.

18.14 Amendments. This Sublease may be modified only in writing, signed by the Parties in interest at the time of the modification and subject to the requirements of the Master Lease.

18.1 Limitation of Rights to Parties. Nothing in this Sublease expressed or implied is intended or shall be construed to give to any person other than TEACH, Explore and Landlord any legal or equitable right, remedy or claim under or in respect of this Sublease or any covenant, condition or provision herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of TEACH, Explore and Landlord.

18.2 Signage. In addition to the requirements in Section 4.2 of this Sublease, Explore shall not, without first obtaining (i) written approval from TEACH and Landlord, and (ii) all necessary approvals and permits from the relevant governmental agencies, display any sign or other advertisement or fixed display in or on the Premises or Subleased Premises that is visible from the exterior of the

Subleased Premises or Subleased Premises. All signs must be professionally designed and prepared and must comply with all Applicable Requirements.

18.3 Premises Security. Explore acknowledges and agrees that TEACH has the right to install security systems at the Premises, including the Subleased Premises. At all times during the Term, Explore shall comply with any reasonable security requirements or procedures implemented by TEACH from time to time. Notwithstanding the foregoing, neither TEACH nor Landlord is liable for the security of the Premises nor the Subleased Premises.

18.1 Code Compliance; Occupancy. Explore's taking of possession of the Subleased Premises shall be deemed Explore's acknowledgment that the Premises and Subleased Premises comply with all Applicable Requirements, including, without limitation, the Americans with Disabilities Act and the Asbestos Hazard Emergency Response Act, and Explore will have no right to make a claim for any deficiency in the Premises or Subleased Premises after it has taken possession of the Subleased Premises.

18.2 Property Tax Exemption Acknowledgment. The Parties hereby acknowledge and agree that the Rent payable by Explore under this Sublease has been reduced by an amount at least equal to the amount of tax that would have been imposed if the Subleased Premises were not exempt pursuant to Nevada Revised Statutes, Section 361.096.

18.3 State-Mandated Non-Obligation Language. For the avoidance of doubt, all obligations hereunder on the part of TEACH or Explore are not the obligations, directly or indirectly, in whole or in part, of the State of Nevada, Nevada State Public Charter School Authority, or Nevada State Department of Education.

18.4 Counterparts. This Sublease may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank; signatures follow]

IN WITNESS WHEREOF, the Parties have executed this Sublease as of the Effective Date.

TEACH Las Vegas,
a Nevada nonprofit corporation

Explore Academy Las Vegas,
a Nevada nonprofit corporation

By: _____
Name:
Title:

By: _____
Name:
Title:

LANDLORD CONSENT AND AGREEMENT

Landlord hereby consents to this Sublease and represents to Explore that the Master Lease is, as of the Effective Date, in full force and effect and that the contingency concerning the closing of the purchase of the Premises pursuant to the PSA (as defined in the Master Lease) has been satisfied and that the Master Lease has not been, and will not be, terminated pursuant to Section 34 of the Master Lease. If Landlord recovers possession of the Premises or Subleased Premises from TEACH or if the Master Lease is terminated, in each case, prior to the expiration of the Term of this Sublease and no event of default is continuing under this Sublease, this Sublease shall not terminate or be extinguished and Landlord shall take over this Sublease as a direct lease between Explore and Landlord and succeed to all rights of TEACH hereunder. The foregoing agreement of Landlord is subject to the condition that, after termination of the Master Lease or re-entry by Landlord thereunder and upon this Sublease becoming a direct lease between Landlord and Explore, Explore shall be bound to Landlord under this Sublease for the balance of the Term of this Sublease and shall attorn to Landlord.

Red Hook Rancho, LLC,
a Delaware limited liability company

By: Red Hook Capital Partners IV LLC,
a Delaware liability company,
its sole member

By: _____
Name:
Title:

DRAFT

EXHIBIT A

SUBLEASED PREMISES FLOOR PLAN

[Attached]

DRAFT

Cover Sheet

School Food Authority Application

Section:	III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION
Item:	D. School Food Authority Application
Purpose:	Vote
Submitted by:	
Related Material:	TEACH LV SFA Board Acceptance Statement_06-25-21.pdf

Certification Page

(Must be completed and signed after signature page.)

Please note that a governing board member cannot designate himself or herself as the *Designated Official*.

State of Nevada, County of _____
County in which the Governing Board or Top Military Official is located.

_____, the duly
Name of Governing Board Member/Top Military Official authorized to sign this certification page.

appointed or elected qualified member of, and acting on behalf of the governing board, so
certify that during a regular meeting held in

_____,
Nevada City in which Governing Board/Top Military Official met/gave approval regarding the CNP Food Program Agreement

on _____, this top military official or governing board, (by
Date of meeting/approval.

motion made,) seconded and carried, approved and authorized execution of an agreement

between the _____ and the
Legal Title of the Institution.

Nevada Department of Agriculture, a State Agency, for the purpose of participating in the

Child Nutrition Program. _____ has been
Name of the designated official who will be signing the CNP Agreement.

designated by the governing board to sign this agreement. I further certify that this meeting
was duly noticed, called and convened and was attended by a majority of the members of the
governing board and that approval has not since been altered or rescinded.

Signature of governing board member/top military official. Date



Child Nutrition Program / Attestation of Compliance
Food & Nutrition Division

DATE: April 9, 2021

FROM: Enrique Robles, Director of Operations, Data & Technology
TEACH Las Vegas

TO: **Bobbie Beach**, School Nutrition Specialist, Food and Nutrition Division Nevada
Department of Agriculture

SUBJECT: Attestation of Compliance with Meal Pattern Requirements

Instruction: The following statement must be signed by a duly authorized representative of the school food authority operating the National School Lunch and/or School Breakfast Programs, and returned to the appropriate State agency upon submission of the certification documentation for the performance-based cash assistance.

I, Enrique Robles, as the duly authorized representative of TEACH Las Vegas [SFA Name], do hereby attest that the aforementioned SFA and all schools under its jurisdiction operating the National School Lunch Program authorized under the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq), and/or the School Breakfast Program authorized under the Child Nutrition Act of 1966 (42 U.S.C. 1773), are in compliance with the meal pattern requirements in effect for School Year 2017-2018, as set forth in 7 CFR Part 210.10 and 220.23, as applicable. In addition, for School Year 2020-2021, TEACH Las Vegas [SFA Name] attests that:

- The minimum required food quantities for all meal components are available to students in every serving line for breakfast and/or lunch;



Child Nutrition Program / Attestation of Compliance

Food & Nutrition Division

- All labels and/or manufacturer specifications for food products and ingredients used to prepare school meals indicate zero grams of *trans* fat per serving;
- The minimum calories required for breakfast and/or lunch served are available to every student, as applicable; and
- All Pre-K meals are compliant with the current meal patterns for the age/grade group being served, as applicable.

I certify that this attestation is true and correct, and therefore, I believe

TEACH Las Vegas [SFA Name] is eligible for the performance-based reimbursement.

I understand that if the State agency determines the SFA to be noncompliant with one or more of the requirements set forth in this attestation statement, fiscal action may include, deactivating the performance-based reimbursement, disallowance of meals, and/or withholding of payment. In addition, I understand that an attestation of compliance must be submitted to the State agency prior to July 1 of each year through the School Year beginning July 1, 2021, to attest full compliance with the subsequent year meal pattern requirements.

School Food Authority

Nevada Department of Agriculture

Submitted By *(Signature)*

Received By *(Signature)*

_____ Nutrition Programs Professional _____

TITLE

TITLE

Director of Operations, Data and Technology

405 South 21st St.
Sparks, NV 89431

2300 East St. Louis Ave.
Las Vegas, NV 89104

4780 East Idaho St.
Elko, NV 89801



Child Nutrition Program / Attestation of Compliance

Food & Nutrition Division

DATE

DATE

Cover Sheet

Independent Auditor Agreement

Section:	III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL
ACTION	
Item:	E. Independent Auditor Agreement
Purpose:	Vote
Submitted by:	
Related Material:	RubinBrowns - TEACH Las Vegas proposal.pdf TEACH Las Vegas Audit Tax AUP 2022.pdf



Certified Public Accountants & Business Consultants



Proposal to Provide
Audit Services
For

**TEACH
LAS VEGAS**

JUNE 7, 2021

Address

10801 W. Charleston Blvd.
Suite 300
Las Vegas, NV 89135

Telephone Number

702.415.2112

Fax Number

702.876.7946

Website

www.rubinbrown.com



10801 W. Charleston Blvd.
Suite 300
Las Vegas, NV 89135

T: 702.415.2112
E: info@rubinbrown.com
www.RubinBrown.com

June 9, 2021

CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS CONSULTANTS

The Board of Directors
TEACH Las Vegas
10600 S. Western Ave.
Los Angeles, CA 90047

Dear Board Members:

Thank you for the opportunity to present our proposal to provide professional services to TEACH Las Vegas (School). We welcome the opportunity to demonstrate the value and benefits RubinBrown can bring to the School.

RubinBrown is one of the nation's leading accounting firms. We have a highly qualified Public Sector Services Group with a large client base and a reputation for providing superior service to the public sector and other types of entities. To serve the School, we carefully assembled a team with charter school auditing experience, which includes substantial single-audit experience.

As auditors for the School, we will:

- Provide the highest quality audit and assist management with accurate financial reporting
- Communicate openly and constructively with the Board and management of the School
- Share the insights we gain from serving as your auditors to help you improve your operations
- Keep you informed and stay abreast of emerging financial reporting issues affecting government organizations
- Variety of FREE educational resources specific to government organizations, including our e-newsletters, statistical and trend information and bi-annual magazine that includes articles specific to your industry
- Local office whose entire team is devoted to community service and involvement, a RubinBrown core value
- Meet your reporting deadlines – **no exceptions and no surprises**

The School will be a very important client of our firm. You will receive substantial attention and resources to ensure your expectations are met and exceeded. We consider it our responsibility to build our relationship by spending time with you, staying up to date with the School and the education industry and proactively sharing our insights.

We look forward to discussing our proposal with you. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Annette Carro".

Annette Carro, CPA, CFE
Partner, Assurance Services
annette.carro@rubinbrown.com
702.579.7087

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Appendices

- A. Client Listing
- B. Team Member Biographies
- C. References
- D. Peer Review

What TEACH Las Vegas will Experience

Extensive Public Sector industry expertise



- A dedicated team with experience providing a full range of assurance, tax and consulting services (including policies and procedures) to **over 300 governmental entities**.
- Through our experience, we are very active in the AICPA's Technical Issues Committee, as well as the Government Finance Officers Association (GFOA), including the special review committee of the CAFR program.

A collaborative relationship and approach



- Commitment to a **seamless transition** for the engagement, including having an orientation day where our engagement team visits your offices to become immersed in the mission and vision of your organization so this can be the foundation for our service to the School.
- **Frequent communication throughout the** year to discuss questions regarding accounting transactions and other technical matters, new developments and opportunities – all at no additional charge, unless there is significant technical research required.
- **No surprises** during the audit due to our collaborative relationship throughout the year, as well as **proactive communication** of financial and regulatory changes impacting the organization.
- What distinguishes us from other firms is superior quality and service delivered through our '**one-firm culture** – a unique spirit of teamwork and shared commitment to high-quality client service. **You will see our partner and manager present during your audit.**

Business advisor who provides value beyond the audit



- In addition to the audited financial statements, the School will also receive a **unique ViewPoints deliverable** highlighting best-practice recommendations, benchmarking and information on emerging financial reporting issues.
- **Annual data analytics** are completed as a part of our audit to help the School further understand what value their financial data provides.

Access to an unmatched breadth of local resources



- The School will have access to **firm professionals with expertise in a variety of areas**, including accounting, assurance, tax compliance, information technology risk consulting, process improvement, internal controls and operations, and data analytics.
- Thought leadership with access to a variety of **FREE** educational resources specific to governmental organizations, such as e-newsletters, statistical and trend information, and a semi-annual magazine.

Firm Overview



Experience of the firm, size, location, and area of expertise

Introduction

We are pleased to present our proposal to provide services to the School. The following executive summary demonstrates our understanding of the School's requirements and highlights the unique benefits the School will experience if you engage RubinBrown.

Firm Overview

RubinBrown represents a tradition of long-term client relationships, a history of ever-expanding industry knowledge, and a legacy of good citizenship and public outreach. As one of the nation's leading CPA and professional consulting firms, our name is synonymous with experience, integrity and value.

Founded in 1952, RubinBrown has been providing professional services to individuals, businesses, governmental entities for more than 65 years. During that time, the firm has grown to be one of the largest firms in the nation. *INSIDE Public Accounting* lists RubinBrown as the 44th largest firm in the United States.

RubinBrown is a regional CPA firm with offices located in Las Vegas, Chicago, Denver, Kansas City, Nashville and St. Louis metropolitan areas. We are committed to supporting the long-term success of our clients and communities. Combined, RubinBrown has more than 700 team members, including more than 120 partners. This provides us with a national network of thought leadership and knowledge sharing that we will pass along to our clients.



#44

Among America's largest accounting/consulting firms
2020 Inside Public Accounting

Firm Overview

Las Vegas Office

Stewart Archibald & Barney (SAB), Las Vegas' 6th largest accounting firm, and RubinBrown, at the time, the nation's 46th largest accounting and business consulting firm, joined together effective June 1, 2017.

The combination of SAB and RubinBrown will provide many advantages for current and future clients in the Las Vegas Market. Our Las Vegas office Managing Partner, Glenn Goodnough, said it best, "We are excited for our firms' combination to accelerate our growth while providing opportunities to offer new expertise, value, and resources to our respective clients."

The core of this new partnership is centered around a strong alignment and perspective on client relationships and culture. SAB and RubinBrown share a common culture that is founded upon client service, where client relationships are revered, and superior quality and service is a top priority.

Industry Focus

Industry specialization is an extremely important concept at RubinBrown has 12 industry service groups, as listed below, which frequently meet to discuss trends and developments within their respective industries and allows us to serve our clients better because our teams have specific expertise in these industries.

- Colleges and Universities
- Construction
- Gaming
- Healthcare
- Law Firms
- Life Sciences and Technology
- Manufacturing and Distribution
- Not-For-Profit
- Private Equity
- Public Sector
- Real Estate
- Transportation and Dealerships

One-Firm Concept

What distinguishes RubinBrown from other firms is our "one-firm" concept - a unique spirit of teamwork and shared commitment to high-quality client service. All team members responsible for serving the School will be fully committed to the effective delivery of our services regardless of his or her functional area of expertise. The School would not be the client of any one individual of our firm. Rather, it would be OUR client, with the full RubinBrown team ready and able to assist it.



Firm Experience



Experience Serving Government Organizations

RubinBrown's size enables us to have recognized experts in the public sector and non-profit industries. RubinBrown serves more than 300 public sector organizations, including large cities, counties, School districts, charter schools, quasi-governmental entities, special districts and state governments and their agencies. In addition, RubinBrown has significant experience auditing federal funds, performing more than 60 single audits annually. Our assurance professionals are experienced in the issues and challenges associated with organizations like the School.

Governmental Accounting Expertise

RubinBrown is a recognized leader in providing services to public sector organizations. To better serve our clients in this important industry, we have an established Public Sector Services Group, which is dedicated to the service of governmental entities. Your proposed services will be performed by full-time team members of our Public Sector Services Group.

Typical services provided by the Group include consulting engagements and audits of financial statements for a variety of governments including charter schools, local public school districts, cities, counties, airports, public health departments, state governments, public colleges and universities, public libraries, public housing authorities and numerous other state and local public sector entities.

Furthermore, RubinBrown has a history of strong retention rates. Our retention is driven by our devotion and commitment to each team member within the firm. With the substantial depth of the team assembled, you could call our offices for an urgent matter and have immediate access to one of your client services team members who know you and your organization. Should the need arise to replace any members of your engagement team, we will ensure the replacements have substantially the same or better qualifications and experience. The depth of our Public Sector Services Group resources should provide a sense of comfort to the School that it will receive exceptional service and an audit of the highest quality with RubinBrown.

Firm Experience

Single Audit Experience

Our public sector staff members are well trained in the audit requirements as promulgated in the Government Auditing Standards, issued by the Comptroller General of the United States, the Single Audit Act Amendments of 1996, and the provisions of Title 2 U. S. Code of Federal Regulations part 200, Uniform Administrative Requirement Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance). Below is a summary of the major programs audited by us frequently.

CFDA #	MAJOR PROGRAMS
10. 553	Child Nutrition Cluster - School Breakfast Program
10. 555	Child Nutrition Cluster - National School Lunch Program (NSLP)
10. 559	Summer Food Service Program for Children
84. 010	Title I Grants to Local Educational Agencies
84. 126	Rehabilitation Services- Vocational Rehabilitation Grants to States
84. 367	Title II Part A Improving Teacher Quality State Grants
84. 396	State Fiscal Stabilization Fund (SFSF)- Investing in Innovation Fund (I3), Recovery Act
84. 416	Race to the Top- District Grants
84. 027	Special Education Cluster - Grants to States (IDEA B)
84. 173	Special Education Cluster - Preschool Grants (IDEA Preschool)
84. 365	English Language Acquisition Grants
93. 600	Head Start

Firm Experience

Data Analytics

Data is insight, and insight is value. RubinBrown is at the forefront of fusing data analytics into the audit to look at data with precision providing a dynamic and innovative audit approach that emphasizes identifying insight and value.

As data sets grow, processes become more automated, and organizations become reliant on information technology, data becomes of greater and greater importance. It is our belief that this data houses unseen value and information that, when extracted, enables management to better understand its organizations and identify areas of risk and opportunity.



Data houses unseen value and information that, when extracted, enables management to better understand its organization, and identify areas of risk and opportunity.

We believe that, although data analysis can unlock this value, the tools themselves can provide only a cursory review without also being combined with a thorough understanding of your organization. This is why every team member at RubinBrown is trained on data analytics, allowing your engagement team to not only understand the data but to understand the organization behind the data.

During pre-audit planning, we will work with you to identify areas within your organization where data analysis can provide value-added insights. These areas might include performing Benford's Law analysis, reviewing disbursements for large or unusual items, or searching for duplicate vendors or employees. The results at the end of the audit will be summarized for management through our unique ViewPoints report.

GASB Compliance and New Pronouncements

RubinBrown would be happy to assist the School with the implementation of new GASB pronouncements. At RubinBrown, we pride ourselves on our involvement in the governmental field and our expertise with GASB pronouncements. Based upon our industry-related experience, as well as our deep understanding of governmental entities, RubinBrown is well-positioned to assist the School with the implementation of new accounting standards within the framework of our independence requirements as your external auditors.

Firm Experience

Services Overview

As the needs of our clients have evolved over the past several decades, RubinBrown is continuously expanding our service offerings. As detailed below, we bring a breadth of solutions the School can leverage as new challenges and opportunities emerge.

Assurance Services

- Audits, Reviews and Compilations
- Agreed-Upon Procedures
- Performance Audits
- Benefit Plan Audits
- SEC Advisory
- Consent Letters

Tax Services

- Tax Compliance and Consulting, including preparation of IRS Forms 5500 and 990
- State and Local Tax
- Research and Experimentation Tax Credits

Entrepreneurial Services

- Outsourced Accounting

Business Advisory Services

- Business improvement
- Business Reorganization and Financial Restructuring
- Enterprise Risk Management
- Fraud and Forensics
- Information Technology Risk
- Cyber Security
- Data Assurance and Analytics
- Service Organization Controls
- Information Technology Services
- Litigation Support
- Mergers and Acquisitions
- Risk Services
- Validation

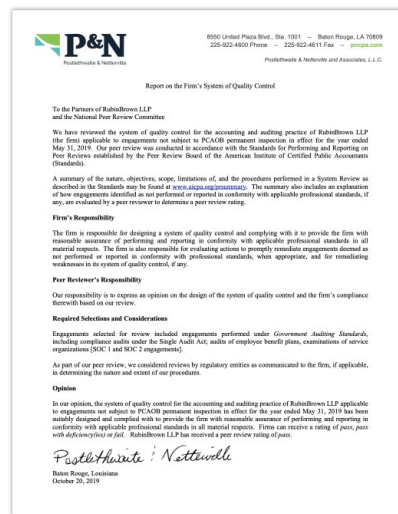
Firm Experience

Peer Review

We understand your needs for high-quality auditing and technical accuracy, attentiveness to client expectations, timeliness of service, close personal relationships, continuity of personnel and the ability to provide value-added business advice. Recognizing the importance of providing services that meet the highest professional standards, we subject our firm to the Peer Review process. The Peer Review is an extensive, independent review of our firm's quality control policies and procedures.

Our firm has undergone peer reviews since the early 1980s and has always received a peer review rating of "Pass," or "Unmodified" under prior peer review standards. Peer reviews are rated as "Pass," "Pass with Deficiencies," or "Fail."

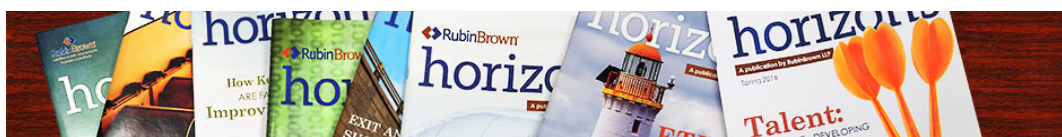
A copy of our most recent external Peer Review, dated October 20, 2019, which included a review of selected governmental engagements and single audit engagements, is included in Appendix D of this proposal.



Commitment to Education and Continuous Improvement

RubinBrown offers our not-for-profit clients the valuable opportunity to come together during the year through our seminars. In addition, we periodically publish E-Focus, not-for-profit e-newsletters covering topics on emerging issues specific to the industry and *Horizons*, a semi-annual magazine.

All of these newsletters and seminars are provided at no charge to our clients. Management and members of the Board are all invited and welcome to attend.



RubinBrown is one of the largest and most in-demand providers of client seminars and training within our markets. RubinBrown offers approximately 50 seminars each year—ranging from comprehensive accounting education to specific technical updates. Each of these seminars qualifies for Continuing Professional Education credits. RubinBrown's seminars are terrific opportunities to learn and connect with your peers.

In response to COVID-19, our 2020/21 in-person seminars have transitioned to webinars. 2020 completed not-for-profit-related webinars and completed/scheduled 2021 webinars to include the following:

2020

- Not-For-Profit Tax Update – October 28
- Information Technology & Cyber Security – November 10
- ABC's of Outsourced Accounting – November 17
- Year-End Accounting Update – December 8
- 1099 Form Update – December 10

Firm Experience

2021

- The High-Level Impact of the 2021 Political Environment on Tax Policies – January 8
- Annual Not-For-Profit Update – January 26
- Navigating the New Normal: Internal Controls and Governance – April 20
- Navigating the New Normal: Information Technology – May 12
- How Can Technology Make Your Accounting Function More Efficient and Effective? – May 25
- Navigating the New Normal: Current Sector Trends – June 17

RubinBrown's Support of the Local Community

One of RubinBrown's core values is "Devotion to our Community and Profession."
We live this value.

Community involvement is ingrained in our firm culture. Team members are encouraged to get involved in community activities and charitable organizations. We recognize that volunteerism is vital to the lifeblood of a community.

Every Fall, our firm has an Outreach Day in Las Vegas, where we team together with our family and friends to spend a day providing hands-on service to not-for-profit organizations throughout the local community.

This year marks the 21st Annual RubinBrown Community Service Award presentation. This recognition is awarded to a RubinBrown team member who demonstrates a substantial commitment to a civic organization, charity or another community-oriented group.



Engagement Team



Engagement Team Assigned

Our team members have extensive governmental audit experience. As a result, the School's team will never be burdened with having to "train the auditors."

The depth of our Public Sector Services Group resources should provide a sense of comfort to the School that it will receive exceptional service and an audit of the highest quality with RubinBrown.

Proposed Staff/Position	Years of Experience	Experience			
		Charter Schools	Other Governmental	Single Audit	GFOA Certificates
Annette Carro, CPA, CFE Engagement Partner	23+	✓	✓	✓	✓
Rachel Speldos, CPA Engagement Manager	6+	✓	✓	✓	✓

Our team of professionals possesses the knowledge and expertise to meet the needs of the School. Building a strong relationship and promoting a sense of partnering with the School is essential to the success of this relationship. We will work closely with the School to understand what is important to them.

Full biographies of our proposed engagement team are included in Appendix B of this proposal. In addition, the total talent, depth and resources of our firm support this service team throughout the year.



Annette Carro, CPA, CFE

Engagement Partner

Annette is a Partner in RubinBrown's Assurance Services Group. She has over 20 years of public accounting experience. Her knowledge extends to the evaluation of internal controls, accounting and auditing of several industries, including public sector and not-for-profit entities.

Annette will serve as the engagement partner with overall responsibility for all professional services. Annette will be the primary point of contact for all services.



Rachel Speldos, CPA

Engagement Manager

Rachel will use her knowledge of the industry to perform a risk-based audit. She will consider the internal control environment and design the audit approach. Rachel will also be responsible for the direct supervision of the audit team. This supervision includes review of the work performed and research of technical topics.

Rachel is a manager in RubinBrown's Assurance Services Group. She provides assurance services and benefit plan audits to clients in a variety of industries, including the public sector. She will serve as the engagement in charge for the School.

Engagement Staff Assistants

The engagement staff will be members of our Public Sector Services Group who possess training specific to the public sector as required by government auditing standards and Uniform Guidance requirements. RubinBrown assigns the staff after awarding of the contract.

Audit Approach



Approach

Proposed segmentation of the engagement

We take a collaborative approach to serve our clients and are committed to our clients on a continuous basis. This work plan blends both technical audit and general industry experience into a constructive service concept.

Our three-step approach to this engagement emphasizes quality and efficiency.

Phase I – Initial Planning

Phase II – Interim Fieldwork

Phase III – Year-End Fieldwork

Specific Audit Approach

Planning

The initial planning phase of an audit is critical to its successful completion. The plan must recognize both the specific needs of the School and the standards of our profession, yet it must also be flexible enough to respond to change.

TEACH LAS VEGAS TAILORED AUDIT APPROACH

Team	Partner, Manager, Supervisor and Staff on and off-site
------	--

- Meet with the key finance department personnel and the Audit Committee to review communication, audit plan, discuss prior audit matters, and establish an overall liaison for the audit and make arrangements for the work space and other needs of the auditor.
- Develop a thorough understanding of the School's operations based on:
 - Inquiry with the School's management and key personnel.
 - Review of the School's published fiscal policies.
 - Review of existing internal control documentation, policies and procedures.
 - Review of Federal, State, and Clark County School District rules and regulations that may pertain to the audit.
 - Review of the School's compliance with the State of Nevada Statutes.
- Factor in specific, key criteria applicable to the engagement.
- Identify and communicate new or emerging laws, regulations and accounting standards relevant to the School's management.
- Obtain the School's interim internal financial statements and budget for the current fiscal year. Perform preliminary analytical procedures on balances utilizing predictive tests, review of published board meeting minutes, review website for new policies and contract listings.
- Send interim fieldwork request letter, including a list of schedules finance personnel, will prepare for us, to management before interim fieldwork begins.

Audit Approach

Interim and Risk Assessment Procedures

The most important factor in determining the scope of the audit is the assessment of risk and the understanding of the School's internal controls. Current auditing standards require a risk-based approach to the financial statement audit that entails.

Hold an exit conference to review the results of interim audit procedures and discuss any potential findings and/or internal control deficiencies with all key finance department personnel and/or program coordinators.

TEACH LAS VEGAS TAILORED AUDIT APPROACH

Team

Partner, Manager, Supervisor and Staff on and off-site

- Hold entrance conference with finance department personnel at the beginning of interim fieldwork.
- Perform an in-depth understanding of the School's environment, including its internal controls. This knowledge will be used to identify the risk of material misstatement in the financial statements and what the School is doing to mitigate that risk.
- Conduct fraud-related planning steps consisting of interviews and the identification of potential fraud risk areas, if any.
- Review and analyze internal controls of the School's information technology systems:
 - Information technology governance/entity-level controls
 - User access controls
 - Logical security management
 - Vendor management
 - Physical and environmental controls
 - Backup and recovery controls
 - IT operations management
- Develop a risk-based approach to audit engagement.
- Identify portions of the audit engagement whereby data-extraction software tools can be utilized to maximize sample coverage and testing while yielding efficiency to auditors and minimizing the required time/resources of the School's management. (Our data analyses use Excel exports from the accounting software. Therefore, no special computer programming on the School's part is required.)
- Hold an exit conference to review the results of interim audit procedures and discuss any potential findings and/or internal control deficiencies with all key finance department personnel and/or program coordinators.

Audit Approach

Year-End Fieldwork Final Reports

As is customary in any audit, your assistance in preparing schedules will be required. Requests for this information will be made during or shortly after our interim procedures.

During year-end audit fieldwork, RubinBrown incorporates the procedures performed during interim fieldwork to maximize the efficiency of the engagement. The specific steps in the year-end audit process are as follows:

TEACH LAS VEGAS TAILORED AUDIT APPROACH

Team	Partner, Manager, Supervisor and Staff on and off-site
	<ul style="list-style-type: none"> ■ Review our audit plans and programs for year-end procedures with the School and adjust as appropriate. Provide a detailed audit plan and list of schedules to be prepared by the School. ■ Test (on a sample basis) underlying data and internal controls utilized in the preparation of the School's financial statements. A data extraction software tool will be utilized for this purpose in order to maximize the efficiency and accuracy of testing. ■ Perform year-end compliance testing in accordance with the School's requirements for budgeting and pupil attendance. ■ Workpapers will contain sufficient information to enable an experienced auditor, having no previous connection with the audit, to ascertain from them the evidence that supports the auditor's significant conclusions and judgments. ■ Weekly progress meetings on the engagement's progress are held with the School's management. In addition, an exit conference with management is held at the conclusion of the fieldwork. ■ Prepare financial statements, including all supplementary information and compliance reports, in accordance with Generally Accepted Government Auditing Standards, in a coordinated effort with the School's staff and draft required communication to those charged with governance. Any findings will be reported in the compliance report. ■ Present audit results to the Audit Committee/Board. ■ Deliver all final reports, including the financial statements, all state and federal compliance reports in accordance with the mandated timeframe.

Annual Debriefing

Upon completion of our audit each year, we will meet with the Audit Committee/Board to discuss their satisfaction with the audit process and how we can better collaborate to improve the effectiveness and efficiency of the following year's audit.

Audit Approach

Communication Process with Management

We are committed to being available to you in person throughout the year. **In the words of one of our founders, CPA stands for “Close Personal Attention.”** Our teams, inclusive of the Partners, Managers and Staff, are able to achieve this close, personal attention through a dedicated effort to spend time on-site at the School for a large variety of discussions (planning meetings with the client accounting and finance teams, on-site fieldwork, consultation throughout the year, discussions with the Board, etc.). Our team members are always available in person for periodic consultations or issues as they arise throughout the year.

Although your primary point of contact is your Engagement Partner, our engagement teams are structured so you have a team supporting you, meaning it is highly unlikely you will not be able to immediately reach a member of the engagement team when you are in need of assistance.

We build into each engagement an understanding of management's expectations. Before the engagement fieldwork begins, we meet with management to discuss matters, including the scope of the audit, timing, changes in accounting policies, significant accounting estimates and notifications received under the whistleblower policy and responsibilities for detecting fraud. We also expect to discuss the adequacy of internal controls over information system controls and security.

We meet with management throughout the audit to discuss the audit and to resolve any open issues and discuss any potential management letter comments, audit adjustments or other issues. Our goal is to communicate and resolve all such issues throughout the audit, such that there are no surprises with the final results are communicated at the conclusion of the audit. When fieldwork is complete, we hold a formal “exit conference” with management to summarize the audit engagement, any findings or adjustments that will require reporting and, ultimately, review drafts of all reports and deliverables prior to our presentation to the Board. Our policy is “No Surprises.”

After the audit, we will meet with members of the Finance Committee to discuss any internal control deficiencies discovered during the audit. We will also discuss other matters, including consistency of significant accounting policies, management's judgments and estimates, unique transactions, estimates, disagreements with management if any, and difficulties encountered in performing the audit if any. All of these communications are in writing.

Team Continuity

RubinBrown has a history of strong retention rates. Our retention is driven by our devotion and commitment to each team member within the firm. ***Our average retention rate for the last three years is 85%.*** With the strong depth of the team assembled, it is unlikely that the School would call our offices for an urgent matter and not have immediate access to one of the client service team members.

For example, it is our policy to assign two partners to every audit client. This ensures both depths of knowledge and accessibility. Should the need arise to replace any members of the engagement team, we will ensure the replacements have substantially the same or better qualifications and experience. The depth of our local governmental resources should provide a sense of comfort to the School that it will receive exceptional service and an audit of the highest quality with RubinBrown.

Timing of the Service



Timing of the services

Our concept of comprehensive service to clients goes far beyond the once-a-year performance of audit services. Truly responsive service requires continuous attention, which means being available to you and your management staff throughout the year.

The financial and compliance services will be made in accordance with generally accepted auditing standards and Government Auditing Standards. In accordance with generally accepted auditing standards, we will select the necessary procedures to issue the reports outlined in your request for proposal.

Our approach to the School emphasizes quality, efficiency, and continuous involvement, and includes the following milestones:

MILESTONES	TIMING
Initial planning and coordination with management and the Finance Committee	First week in June 2022
Interim and risk assessment procedures	Third week in June 2022
Year-End Fieldwork	August 2022
Exit conference with management	Last day of fieldwork in August 2022
Delivery of draft financial statements, compliance reports, and ViewPoints	September 30, 2022
Completion and issuance of final financial statements, compliance reports and ViewPoints	October 14, 2022
Presentation of the financial statements, compliance reports and ViewPoints	October 2022 Finance Committee Meeting

These dates are based on previous experience auditing charter schools. However, as the School's needs change, RubinBrown can be flexible to meet your needs.

Nature of the Service



Our understanding is that the engagement will involve the following:

- Perform the audit of the financial statements
 - We will conduct the audit with the objective of expressing an opinion on the financial statements.
 - The audit will be conducted in accordance with auditing standards generally accepted in the United States of America (GAAS).
 - We will consider internal controls relevant to the School's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances.
 - We will communicate in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
 - We will communicate to the audit committee (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that become known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).
- Consultation on various accounting matters, as needed.

Fees



We recognize your desire for professional service providers who are not only highly qualified but who are also cost-conscious about the work they perform. We are mindful that cost is always a consideration in selecting a professional services firm. Our data analyses use Excel exports from accounting software. Therefore, no special computer programming on the School's part is required. We developed our fees based on our current understanding of the services required and our strong desire to build a long-term relationship with the School.

We are very excited about the opportunity to work with the School and grow our long-lasting partnership.

We anticipate that our fees for the services requested will be as follows:

Description of Services	Proposed Fee
Audit of Financial Statements for the Year Ended June 30, 2022	\$22,000
Preparation of IRS Form 990	\$2,800

Billing Practices

Our billing philosophy is based on a simple premise – **No Surprises.**

We believe that strong client relationships require open and effective lines of communication. We never want our clients to feel hesitant about calling us because they are concerned about "the clock ticking." An effective relationship also requires an attitude of fairness and a spirit of "give and take." Accordingly, RubinBrown views routine telephone calls and short meetings to be part of our fee arrangement. For this purpose, we define "routine telephone calls and short meetings" as those that do not require extensive additional research or follow-up time. We work diligently to structure our work in the most cost-effective manner possible.

Appendix A



Client List

RubinBrown is proud to provide professional services to the following partial list of schools and school districts and similar public sector clients.

CLIENT ENGAGEMENT	AUDITORS OF THE FINANCIAL STATEMENT	SINGLE AUDIT	STATE COMPLIANCE AUDIT	GFOA
Odyssey Charter Schools (2000 – Present)	✓	✓	✓	
Quest Preparatory Academy (2015 – Present)	✓		✓	
Discovery Charter School (2017 – Present)	✓		✓	
Confluence Academy (2006 – 2019)	✓	✓	✓	
Grand Center Arts Academy (2010 – 2017)	✓	✓	✓	
Saint Louis Public Schools (1998 – Present)	✓	✓	✓	✓
Saint Louis County Special School District (1997– 2001)	✓	✓	✓	
St. Vrain Valley School District RE-1J (2009 – 2019)	✓	✓		✓
Mapleton Public Schools (2008 – present)	✓	✓		✓
Adams County School District 27J (2015 – present)	✓	✓		✓
Steamboat School District RE-2 (2004 – 2014)	✓	✓		✓
Telluride School District (2004 – 2014)	✓	✓		✓
Bayfield School District (2003 – present)	✓	✓		

Appendix B



Annette Carro, CPA, CFE

PARTNER

annette.carro@rubinbrown.com | 702.579.7087



Annette Carro is a Partner in RubinBrown's Assurance Services Group. She has 22 years in public accounting and eleven years of private industry accounting experience. Her knowledge extends to the evaluation of internal controls, accounting and auditing of several industries, including employee benefit plans, not-for-profit organizations, government, health care, finance, construction and other small businesses.

Specific Experience / Expertise

- Assurance services
- Benefit plan audits
- Taft-Hartley multi-employer plan audits
- Governmental audits
- Not-for-profit audits
- Tax returns for not-for-profits
- Unions
- Tax returns for unions

Education

- B.S., Accounting,
University of Nevada, Las Vegas

Professional Organizations

- Member, American Institute of Certified Public Accountants
- Member, Nevada Society of Certified Public Accountants
- Member, Association of Certified Fraud Examiners
- Member, International Foundation of Employee Benefit Plans

Community Involvement

- Former Member, the City of Las Vegas Audit Oversight Committee

Rachel Speldos, CPA

MANAGER

rachel.speldos@rubinbrown.com | 702.579.7027



Rachel is a Manager in RubinBrown's Assurance Services Group. Her experience includes serving clients in the employee benefit plans industry as well as non-for-profit organizations, private companies and public sector work.

Specific Experience / Expertise

- Assurance services
- Benefit plan audits
- Taft-Hartley multi-employer plan audits
- Governmental audits
- Not-for-profit audits
- Tax returns for not-for-profits
- Unions
- Tax returns for unions
- Employee benefits

Education

- B.S., Accounting,
Brigham Young University

Professional Organizations

- Member, American Institute of Certified Public Accountants
- Member, Nevada Society of Certified Public Accountants

Community Involvement

- Former Controller, the World Affairs Council of Las Vegas
- Treasurer, Provident Community Gardens

Appendix C



References



References

The following is a sample list of Charter Schools and School District references.

ODYSSEY CHARTER SCHOOL OF NEVADA

Tim Lorenz, Superintendent of Schools

702.257.0578, extension 7281

Services: We performed a full-scope audit in accordance with generally accepted auditing standards and Government Auditing Standards issued by the Comptroller General of the United States. Our audit also includes procedures and reports required under provisions of OMB Uniform Guidance and certain provisions of state law and regulations.

QUEST PREPARATORY ACADEMY

Richard McNeel, Controller

702.631.4751

Services: We performed a full-scope audit in accordance with generally accepted auditing standards and Government Auditing Standards issued by the Comptroller General of the United States. Our audit also includes procedures and reports required under certain provisions of state law and regulations.

DISCOVER CHARTER SCHOOL

Tricia Wilbourne, Site Lead Administrator

702.240.0359

Services: We performed a full-scope audit in accordance with generally accepted auditing standards and Government Auditing Standards issued by the Comptroller General of the United States. Our audit also includes procedures and reports required under certain provisions of state law and regulations.

Appendix D





AUDIT QUALITY REPORT

ABSTRACT: view full report at www.RubinBrown.com/AQR

JANUARY 2020



CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS CONSULTANTS

RUBINBROWN AUDIT QUALITY REPORT

Professional Development and Competency

Hiring, Training and Advancement

RubinBrown devotes significant resources to recruit and retain the highest quality entry-level and experienced talent. New team members receive training in the firm's audit methodology, professional standards and ethics. Each team member has a Career Advocate to help to set professional goals and monitor performance. Team members are evaluated on performance and given feedback that is the basis for additional training, as well as compensation and advancement decisions. On average, each team member receives over 60 hours of training annually that consists of required training and specific training based on the team member's focus and specialization. RubinBrown offers flexible work programs to eligible team members, in order to retain top performers while giving them the flexibility to meet personal responsibilities.

Auditing often requires difficult judgments, which is why experienced RubinBrown partners lead the audits. On average, our assurance partners have over 20 years of experience in the auditing and accounting profession, and use that experience to ensure the highest quality audit.

RubinBrown is committed to active involvement in the accounting and auditing profession. Through our involvement, we are able to provide leadership to the entire profession and exchange ideas with other thought leaders. The firm is a member of the American Institute of Certified Public Accountants (AICPA) as well as the following AICPA quality groups:

- > Center for Audit Quality (focused on public companies)
- > Employee Benefit Plan Audit Quality Center
- > Governmental Audit Quality Center

Additionally, several team members have served on national AICPA committees, including the Private Company Practice Section Technical Issues Committee and the Professional Ethics Executive Committee.

Assurance Average Annual Voluntary Turnover

5.31.2017	5.31.2018	5.31.2019
10.1%	12.9%	17.0%

Monitoring

Monitoring is an important part of the firm's commitment to audit quality, and integral to our culture of continuous improvement. Internal and external reviews of our audit quality allow us to continuously scrutinize our audit methodology and execution. RubinBrown uses the results of this monitoring to determine where additional firm guidance and training are necessary, and how team member performance could be improved. We are subject to external review by the Public Company Accounting Oversight Board (PCAOB), the U.S. Department of Labor, Offices of Inspectors General, state regulators, and the accounting firm performing our peer review. Additionally, we have internal monitoring programs, some of which are covered in more detail on the following pages.

RUBINBROWN AUDIT QUALITY REPORT

PCAOB Inspection

One of the key provisions of the Sarbanes-Oxley Act of 2002 (the Act) was the formation of the PCAOB. In accordance with the Act, the PCAOB conducts inspections of registered public accounting firms to assess their compliance with the Act, the rules of the PCAOB and SEC, and professional standards in connection with the audits of SEC issuers. For firms that audit less than 100 issuers, the PCAOB conducts inspections at least tri-annually.

The PCAOB report on each inspection includes a public portion and a nonpublic portion. The report describes the procedures performed during the inspection. The public portion contains comments on audit deficiencies related to specific audit engagements. The nonpublic portion contains comments on the audit firm's overall system of quality controls and audit performance. The Act provides that the nonpublic portion of the report will have limited distribution to specific regulators. An inspected firm with noted deficiencies in the nonpublic portion has one year in which to address them to the PCAOB's satisfaction. Only deficiencies that are not satisfactorily remedied would then be reported publicly.

During 2017, the PCAOB performed its fifth inspection of RubinBrown. The inspection consisted of a review of our processes, policies and procedures. The inspection also included a review of audit engagements, looking at our audit documentation and making inquiries of the audit engagement teams. The PCAOB issued its 2017 inspection report on December 14, 2017. The inspection report contained no findings. The inspection reports are available on the PCAOB website.

AICPA Peer Review

The firm participates in the AICPA peer review program that requires a triennial review of our system of quality control for our non-SEC accounting and auditing practice. The purpose of the AICPA peer

review program is to serve as a bridge between the PCAOB's inspection program and the firm's state licensing and other federal regulatory practice monitoring requirements.

The most recent peer review of RubinBrown's non-SEC accounting and auditing practice was completed by Postlethwaite & Netterville for the year ended May 31, 2019. In peer reviews, firms can receive a rating of pass, pass with deficiency(ies) or fail. Postlethwaite & Netterville issued a pass opinion dated October 20, 2019. The report is included in the appendix.

Internal Practice Monitoring

RubinBrown conducts an annual internal inspection program (Assurance Quality Review or AQR) that assesses the quality of our work for a cross-section of assurance engagements. The objective of the AQR program is to evaluate the design and operating effectiveness of the firm's quality control policies and procedures for our accounting and auditing practice. The AQR is conducted by team members who are not involved with the particular engagement being inspected. The AQR program also aids our efforts to continually identify areas where we can improve our performance or enhance our policies and procedures.

Based on the results of our 2019 internal inspection, we concluded that the system of quality control for our accounting and auditing practice has been designed and operates in a manner so as to provide the firm with reasonable assurance of complying with professional standards.

APPENDIX | PEER REVIEW



8550 United Plaza Blvd., Ste. 1001 – Baton Rouge, LA 70809
225-922-4600 Phone – 225-922-4611 Fax – pncpa.com

Postlethwaite & Netterville and Associates, L.L.C.

Report on the Firm's System of Quality Control

To the Partners of RubinBrown LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of RubinBrown LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, examinations of service organizations [SOC 1 and SOC 2 engagements].

As part of our peer review, we considered reviews by regulatory entities as communicated to the firm, if applicable, in determining the nature and extent of our procedures.

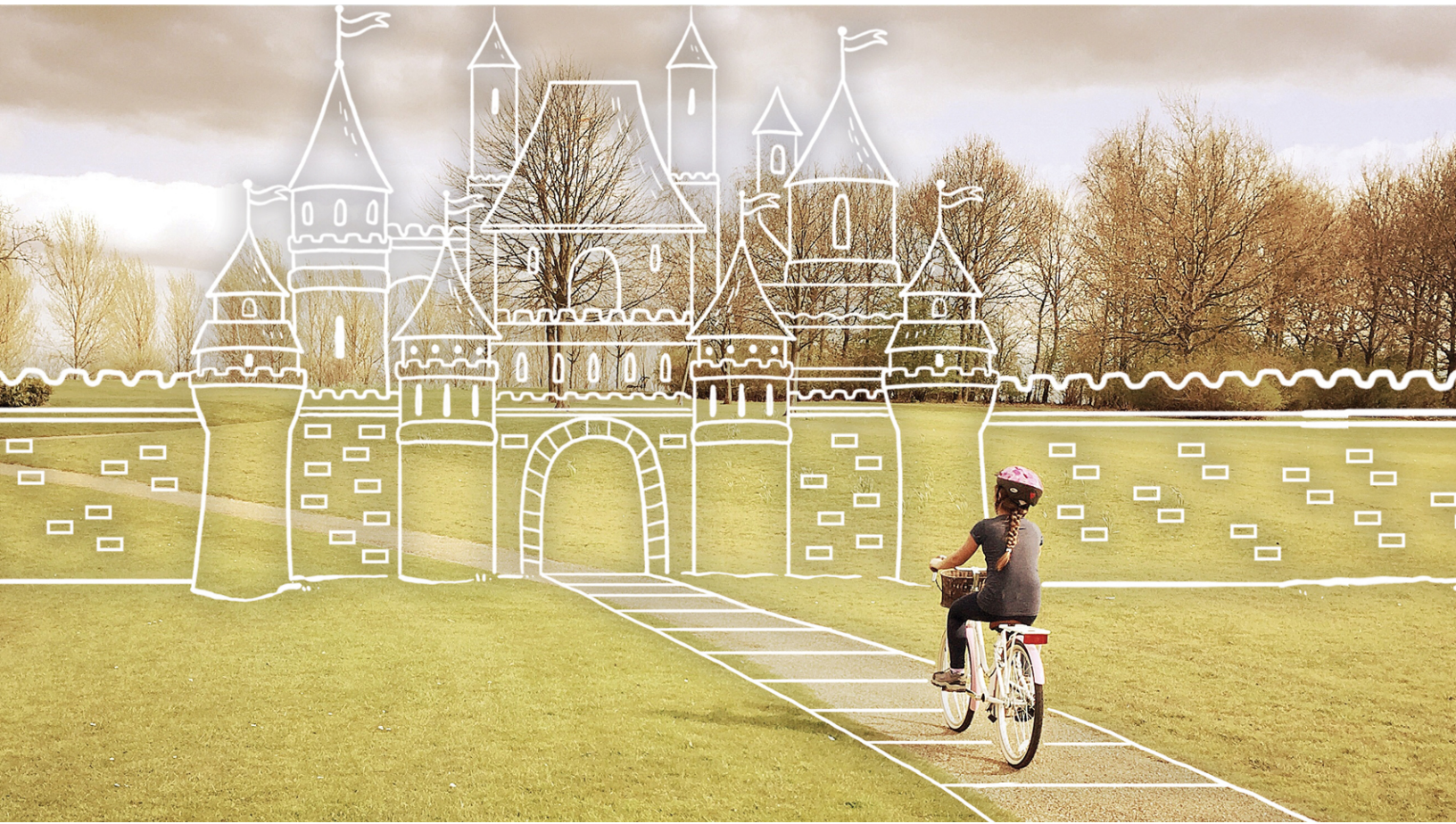
Opinion

In our opinion, the system of quality control for the accounting and auditing practice of RubinBrown LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2019 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. RubinBrown LLP has received a peer review rating of *pass*.

A handwritten signature in cursive script that reads 'Postlethwaite & Netterville'.

Baton Rouge, Louisiana
October 20, 2019

Create Opportunities



May 7, 2021

Proposal to provide professional audit and tax services to:

TEACH Las Vegas

Prepared by:

Derrick DeBruyne, CPA, CFE

derrick.debruyne@CLAconnect.com

626-857-7300 | fax 626-857-7302



CLAconnect.com

WEALTH ADVISORY

OUTSOURCING

AUDIT, TAX, AND

CONSULTING



CLA (CliftonLarsonAllen LLP)
10845 Griffith Peak Drive, Suite 550
Las Vegas, NV 89135
702-933-8200 | fax 702-933-8150
CLAconnect.com

May 7, 2021

Matt Brown
Chief Operating Officer/Chief Financial Officer
TEACH Las Vegas
10600 S. Western Ave.
Los Angeles, CA 90047

Dear Mr. Brown:

We are very excited about the opportunity to propose our professional services to TEACH Las Vegas, (the School). We believe CLA is uniquely qualified to understand the needs and challenges facing the School now and into the future. The enclosed proposal responds to your request for audit, tax and agreed-upon procedures services for the fiscal year ending June 30, 2022.

We are confident our proposal not only addresses your requirements in a professional services firm, but also demonstrates our strong capabilities in serving charter schools similar to that of the School, developed during our more than 20 years of experience serving charter schools since their inception, as well as our more than 60-year history of working with nonprofit organizations.

CLA is focused on delivering an exceptional level of knowledge, insight, and industry experience. As our clients' most trusted business advisor, we:

- Take a genuine interest in your opportunities and challenges.
- Proactively work with you to develop strategies based on a deep understanding of your business and industry.
- Address your organization's financial challenges through our national and local resources.
- Continually strive to better your organization, the nonprofit industry, the communities in which we work and live, the accounting profession, and ourselves.

We are eager to work with you and welcome the chance to present our proposal to the audit committee, board of directors, or entire management team. If you have any questions about our offerings, please do not hesitate to contact me via the information below.

Sincerely,

CliftonLarsonAllen LLP

A handwritten signature in black ink, appearing to read 'Derrick DeBruyne', is written over a light blue horizontal line.

Derrick DeBruyne, CPA, CFE
Principal
626-857-7300
derrick.debruyne@CLAconnect.com



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Executive Summary

Why should TEACH Las Vegas choose CLA?

To be candid, we can probably agree that there are many firms that can provide audit, tax and agreed upon procedures services. So, undoubtedly one of the most critical questions you need to answer as part of this process is “why?” Why should the School choose one firm over any other firms that could perform your audit and tax compliance requirements?

Our combination of industry specialization, integrated approach, thought leadership, and enterprise excellence are the foundation that allows us to make a difference in our clients’ ability to meet their missions. It creates a noticeably different experience for the clients we serve – whether that service is an audit, tax return, consulting engagement, or any other service.

Fresh perspective

By engaging CLA, the School will benefit from a fresh look at its business, systems, and processes.

Specialized industry practices

Our professionals are immersed in your field. Those selected to serve you are not just accounting practitioners; they have significant exposure, training, and knowledge working with charter schools. We strive to develop a two-way advisory relationship to provide assistance to you throughout the year, rather than just during the audit. Overall, we commit to providing the School with experienced professionals.

Dedication to training on charter school-specific matters

We are dedicated to providing training, conferences, position papers, and other educational opportunities specifically related to charter schools. We identified a need to provide finance-related training to board members, management, and other key financial employees, and provide charter school specific learning.

Enterprise excellence

We have a goal of exceeding expectations. We call this “enterprise excellence,” which means looking for ways to improve the outcome and experience of our clients and demanding high quality in everything we do. The value to the School will be to engage a firm that believes going above and beyond expectations is the appropriate level of accepted performance!

Understanding your needs

We can provide the following services:

- Annual audit to be completed in compliance with the established timeline, including communication of audit results to management, the audit committee, and board of directors.
- Meetings with the audit committee and board of directors, as requested.
- Prepare tax filings for the School, including Forms 990 and 990-T, if applicable.
- Year-round audit and tax consultation service, including presentation of emerging issues related to charter schools and the nonprofit industry to management and the audit committee as they arise.
- Build a relationship with a firm with deep industry experience and capabilities that align with the School’s mission.



- The capability to be a knowledgeable resource related to various industry, tax, compliance, and other matters.
- A tailored, integrated, and efficient approach to all services and deliverables, including audit and any special projects that may be requested.
- Consistent receipt of timely, professional work products.
- Receiving value beyond a delivered financial statement and a management letter.
- A consistent team of professionals with experience and high levels of principal and manager involvement.
- Proactive and communicative organization of the audit process to prevent a crisis at the last minute.
- Filing of one copy of each audit report with each of the regulatory agencies.

In summary, our greatest strength is our people who truly believe they can make a difference.

If the School is looking for greater value from their annual audit, tax and agreed upon procedures services, then our dedicated industry professionals who are driven to impact the economic challenges of charter schools, and the future of charter schools makes CLA a top firm for the School.





Firm Overview

Create opportunities

CLA exists to create opportunities for our clients, our people, and our communities through industry-focused wealth advisory, outsourcing, audit, tax, and consulting services.

More than

7,400

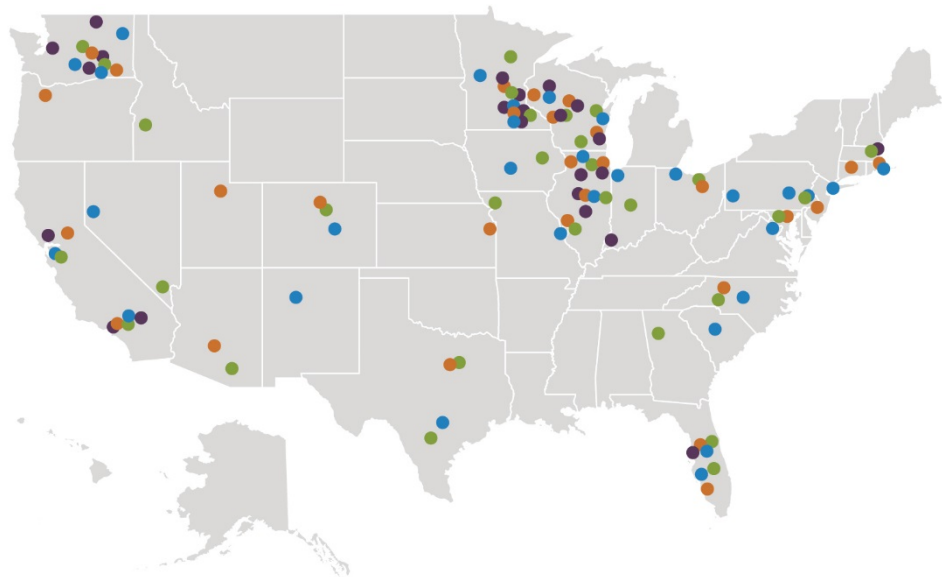
people



More than

120

U.S. locations



A

global



affiliation

We promise to know you and help you

With CLA by your side, you can find everything you need in one firm. Professionally or personally, big, or small, we can help you discover opportunities and achieve more than you believed possible.

Service office location and contact information

The School will be served from the Las Vegas, Nevada office located at:

CliftonLarsonAllen LLP
10845 Griffith Peak Drive, Suite #550
Las Vegas, NV 89135
702-933-8200



What makes us different?

You can depend on CLA for several uncommon advantages:

Deep industry specialization

Our people are industry practitioners first and foremost. You will work with professionals who know you, your organization, and your industry. We combine their knowledge with yours to make you stronger.



Seamless, integrated capabilities

We offer planning and guidance from startup through succession, with particular care for the people behind the enterprise. Your team connects with a broad network of resources behind the scenes to support you.

Premier resource for nonprofit organizations and their stakeholders

Nonprofit organizations enrich our communities. You are at the core of our strategic focus because supporting you means a better world for all of us.



Inspired careers

Your success is of paramount importance to our team members. You will work with entrepreneurial people who are constantly developing capabilities to help you meet any challenge you face.

Range of activities: CLA provides a full range of accounting and consulting services, including audit, tax preparation and planning, budgeting and analysis, revenue enhancement, interim controllers, internal control and fraud prevention, facilities planning and accounting, accounting software systems, and several other services to multiple industries, including charter schools.

CLA is different from other national professional service firms in its size and focus on serving nonprofit organizations and privately held businesses and individuals first. Where other firms are aligned geographically, we align our professionals by the industries they choose to serve – it is their choice and their passion for an industry which drives that choice. For TEACH Las Vegas, this means dedicated charter school knowledge and resources and the high retention in engagement staffing that accrues from allowing our professionals to choose the industries they want to work with. Our focus on nonprofits across our firm provides you the depth and capacity to serve you.

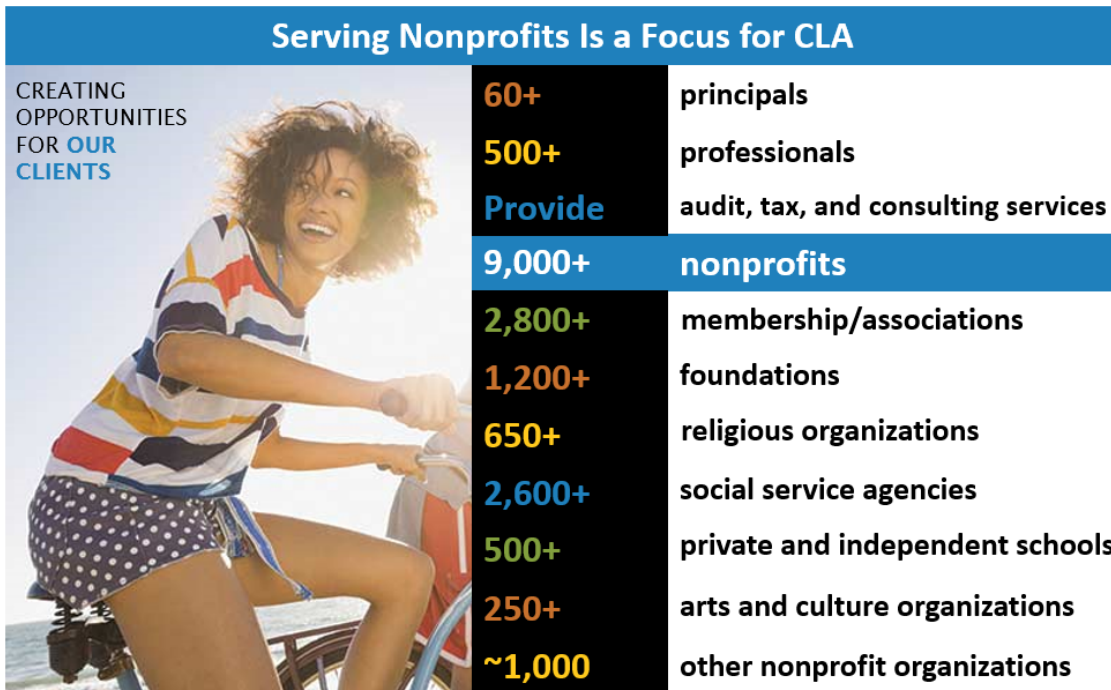
For more information about CLA, visit CLAconnect.com/aboutus.



Understanding Your Industry

Charter school and nonprofit experience

Charter schools are a dynamic, unique area of accounting and require constant attention and monitoring. Our knowledge of your industry is crucial to offering actionable strategies. As a firm with more than 60 years of experience, we possess an exhaustive understanding of your challenges and are able to respond promptly and effectively to help meet them. We are leaders in serving a large number of nonprofit organizations, including charter schools.



**Nonprofit industry total number of clients include approximately 1,000 nonprofit organizations that are not categorized within the sub-industries noted in the above graphic.*

Nationwide, CLA serves more than 9,000 nonprofit organizations, with more than 500 private and independent schools, including in excess of 300 charter schools. These organizations have operating budgets ranging from less than \$1 million to more than \$300 million. These organizations’ assets range from \$1 million to more than \$4 billion; and our public pension plan and federal governments to more than \$1 trillion. Therefore, CLA has extensive experience providing audit, tax, and consulting services to nonprofits and charter schools of all sizes across the United States.

What's important to you

The School will be served by CLA’s dedicated charter school group, a team focused on providing high-quality accounting, auditing, tax, and other services to charter schools. The ultimate goal is to reach a conclusion on the critical processes and develop an audit plan that supports the risks identified through this process.

Presence in the charter school industry

CLA has built an excellent reputation as being committed to providing top quality audit, accounting, and consulting services to our charter school clients. We are experienced in the business of charter schools and currently audit more than 300 charter schools nationwide.



The following is a partial list of our current charter school clients:

Charter Management Organizations:

- ACE Charter Schools
- Alpha Public Schools
- Caliber Schools
- California Montessori Project
- California Online Public Schools
- Camino Nuevo Charter Academy
- City Charter School
- Education for Change
- Encore Education Corporation
- Envision Schools
- Grimmway Academy
- ICEF Public Schools
- iLEAD Schools
- Imagine Schools
- KIPP Bay Area Public Schools
- KIPP Memphis
- KIPP Minnesota
- KIPP New York
- KIPP Philadelphia
- Leadership Public Schools
- Los Angeles Leadership Academy
- Method Schools
- Navigator Public Schools
- Options for Youth
- Rocketship Education
- Rocky Mountain Preparatory Schools
- Summit Public Schools
- Synergy Academies
- Voices College-Bound Language Academy
- YPI Public Schools

Standalone Schools:

- ARISE High School
- Arts in Action Community Charter School
- Bayview Academy of Monterey
- Birmingham Community CHS
- Community Roots Academy
- Discovery Charter Prep School
- DesignTech High School
- El Camino Real Charter High School
- El Sol Science and Arts Academy
- Gold Rush Home Study Charter
- Ivy Academia
- James Jordan Middle School
- Jefferson RISE
- Journey School
- Laureate Academy
- Natomas Charter School
- Nevada Prep Charter School
- Nevada Rise Charter School
- North Oakland Community Charter School
- Novato Charter School
- Oasis Charter Public School
- Orange County High School of Arts
- Shasta Secondary Home School
- Sophie B. Wright Charter School
- Summit Leadership Academy High Desert
- Sunrise Middle School
- Twin Rivers Charter School
- Urban Montessori
- Vincent Academy
- Westlake Charter School

Industry participation

CLA actively supports industry education as a thought leader and industry speaker. Our firm focuses on supporting the educational needs of the industry through nationally sponsored trade events. Our team of charter school professionals is sought after, both as educators and as experienced speakers who are invited to speak and teach at major professional events by leading trade associations.

Our assurance and advisory principals are national leaders on several standard-setting bodies. Several have assisted with the writing of the American Institute of Certified Public Accountants (AICPA) practice and audit guides specifically for nonprofit organizations, chaired technical boards, and lead state CPA organizations. Many



of our professionals gather client thoughts and submit responses to the Financial Accounting Standards Board (FASB). As participants in these state and national standard-setting bodies, our professionals are on the cutting edge of new developments that affect you. Our work in these emerging areas gives you an advantage in planning ahead. A representative list of industry organizations and regulatory bodies that our charter school and nonprofit services team members are active in includes:

- American Institute of Certified Public Accountants
 - Auditing Standards Board
 - Board of Directors
 - Certified in Financial Forensic Credential Committee
 - Council and Nominating Committee, past member
 - Not-for-Profit Advisory Council
 - Not-for-Profit Entities Expert Panel
 - Not-for-Profit Financial Executive Forum
 - Employee Benefit Plan Audit Quality Center Executive Committee
 - Employee Benefit Plans Expert Panel
 - Employee Benefits Tax Technical Resource Panel
 - IRS Advocacy and Relations Committee
 - National Peer Review Committee
 - Peer Review Board
- Association of School Business Officials (ASBO)
- Association of California School Administrators (ACSA)
- California Charter Schools Association (CCSA)
- California Association of School Business Officials (CASBO)
- California School Boards Association (CSBA)
- Charter Schools Development Center
- Coalition for Adequate School Housing (C.A.S.H.)
- Center for Nonprofit Advancement (CNA)
- Exempt Organization Sub-Committee
- Financial Accounting Standards Board
 - Not-for-Profit Resource Group
- Humentum (formerly InsideNGO)
- Internal Revenue Service
 - Advisory Council on Tax Exempt and Governmental Entities (ACT)
 - Exempt Organization Sub-Committee
- National Alliance for Public Charter Schools
- National Association of Charter School Authorizers (NACSA)
- National Association of Professional Women
- State Government Accounting Committee
- The Center for Association Leadership (Center)
- Western Association of College and University Business Officers (WACUBO)

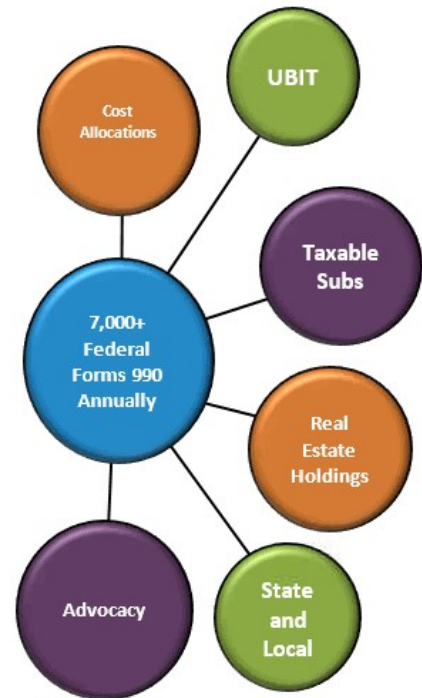


Nonprofit tax experience

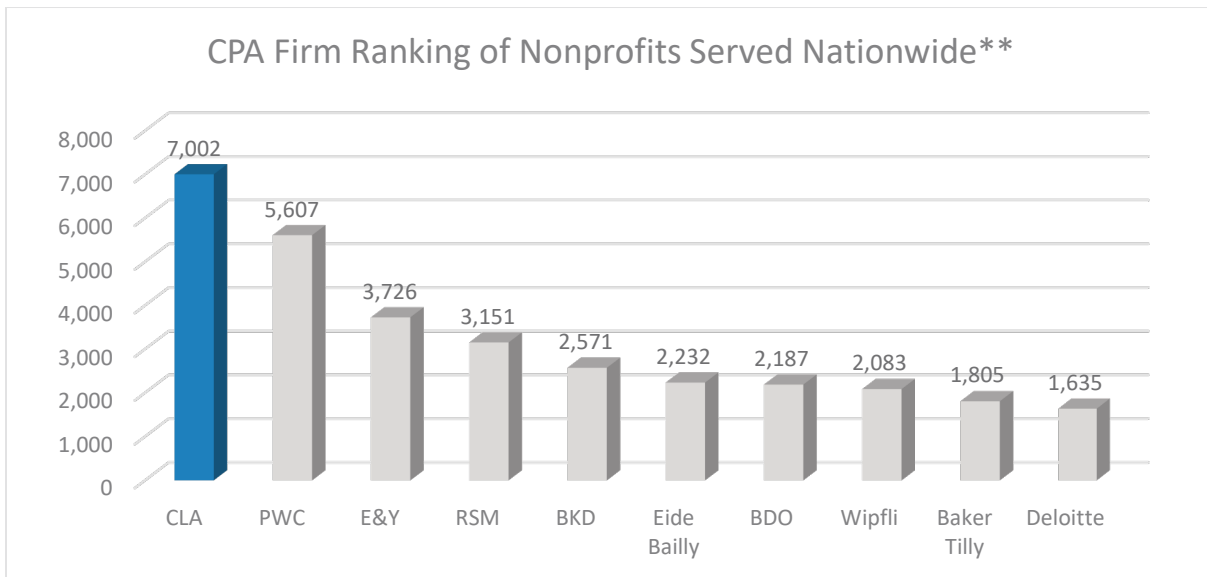
CLA prepares more 990s than any other professional services firm in the United States based on data obtained from CauseIQ. We share what we've learned from our experiences with our tax-exempt clients to keep them aware of potential tax issues. We will share these perspectives and insights with you throughout the year, not just at tax filing time.

Income tax laws and regulations for nonprofit organizations are complex. Federal, state, and local tax laws affecting the School create a complicated and ever-changing landscape that is under the watchful eye of the IRS and state taxing authorities. In addition, your tax returns are available for public inspection, making them accessible to a variety of stakeholders and interested persons. With CLA, the School will get a firm that:

- Has extensive experience in preparing 990, 990-T, and state tax returns, including the required schedules
- Has working knowledge of the nonprofit community's accounting and tax needs
- Offers a streamlined, efficient approach to information return preparation using CLA 990 Exchange
- Is diligent in meeting deadlines to avoid late filing and other tax penalties



The following chart demonstrates the depth of CLA's experience serving tax exempt organizations:



** The list is based on a database of approximately 1,126,000 nonprofit filed Forms 990 (filers with annual revenue greater than \$50,000) which is maintained by CauseIQ. The totals do not include 990N and other nonprofits that do not need to file such as religious organizations therefore the numbers listed above do not include all nonprofits served by CLA.



National nonprofit tax team

We have assembled a nationwide team of nonprofit tax professionals who hold advanced degrees in finance, business administration, taxation, and law. These professionals have extensive knowledge of local, state, national, and international tax issues and laws and constantly monitor for tax law changes, court decisions, and pending legislation and regulations. For example, in past sessions of the Maryland General Assembly, local members of our tax department were invited to testify before committees regarding state tax legislation under consideration.

We share these insights with our clients in the form of regular articles, webinars, and roundtable discussions. In addition, our professionals have broad experience representing organizations under examination by the IRS and state taxing authorities. We leverage that experience to provide you with complete, accurate, and transparent tax filings designed to minimize the risk of being selected for such an examination.

Examples of our nonprofit experience include:

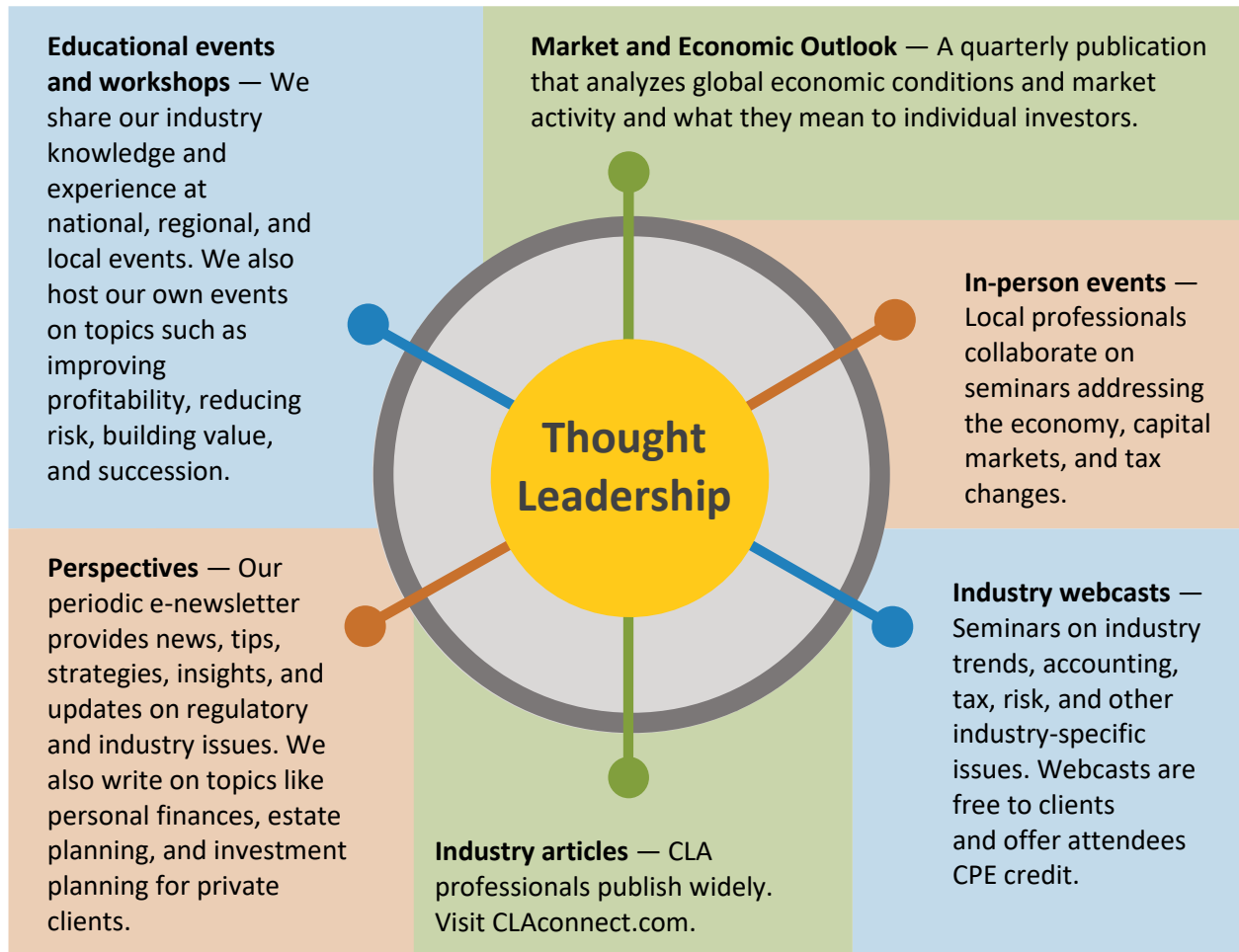
Potential Tax Issues	CLA's Knowledge
Unrelated Business Income (UBI)	Unrelated business activities can generate additional filing requirements, increase recordkeeping burdens, and even jeopardize your tax-exempt status. Traditional activities include advertising, rent from debt-financed property, administrative services, partnership investments, sale of inventory, and career center job listings. We will consult with and advise you regarding revenue that causes UBI, expense allocations, tracking of net operating losses, and how to protect your organization's tax exemption.
Alternative Investments and Foreign Activities	Complex alternative investments can create additional filing requirements, tax obligations, and tax credit opportunities. Investments, programs, and expenditures outside of the United States can generate additional information reporting on the Form 990 as well as additional filings. We are available to consult on such investments and activities before the transactions are entered into so that you will be well informed as to the potential tax and reporting consequences.
Deferred Compensation	We effectively explain the complex regulations under IRC Section 457 and 409(A) affecting deferred compensation arrangements. We will consult with you regarding how your organization and your employees are impacted.
Employee Benefits and Expense Reimbursements	We can assist you in identifying taxable and nontaxable benefits for your employees. Proper reporting is essential both for payroll tax purposes and to avoid excise taxes for incomplete disclosure on Form 990. We can help you properly design an accountable plan for expense reimbursements and document retention.
State and Local Taxes (SALT)	Exemption from federal income tax does not automatically create exemption from state and local taxes. Many nonprofit organizations must comply with state tax requirements for unrelated business income tax, real estate tax, personal property tax, sales and use tax, and state registration. Our SALT professionals can help you identify your organization's nexus to nonresident states, comply with filing requirements, and generate voluntary disclosure agreements where necessary.
Payments to Nonresident Aliens	Many nonprofits attract a worldwide employee base, make honorarium payments to nonresident individuals, reimburse for international travel and living expenses, and make payments or award grants to nonresidents. Such activities often create additional reporting and disclosure requirements, and significant complexities exist. Our team of international tax professionals works closely with our network of international affiliates to help you understand and comply with your filing obligations both inside and outside the United States.



Potential Tax Issues	CLA's Knowledge
Payroll and Employment Taxes	We can assist you with worker classification, employment tax audits, and best practices for compliance reporting. We can provide guidance and advice regarding the treatment of signing bonuses, severance payments, early retirement, royalties, and settlement payments.
2017 Tax Act and the Wayfair decision	Recent changes to the Internal Revenue Code impact nonprofit organizations. We can help you understand how the new law affects you. We can also help you understand how the Supreme Court recently overturned the long-standing "physical presence" standard and how your provision of goods and services in accordance with your mission can create "economic nexus" with other states.
Miscellaneous Tax Reporting	We can assist you with identifying and reporting lobbying and political activity, accounting for charitable fundraising events, reporting gaming activities, complying with the requirements for written acknowledgement of donations, maintaining a group exemption for subordinates, structuring your membership fees and benefits, and a wide variety of issues relevant to the School.

Thought leadership and industry information

CLA goes beyond the numbers and offers value-added solutions. Rest assured, you will hear from us throughout the year. We send periodic email publications and host webcasts to keep clients and friends of the firm informed of relevant industry updates. Below are just a few of the resources we offer. You can register for our webcasts and find our extensive resource library on our website, CLAconnect.com.



Knowledge of emerging developments

We take a very proactive approach related to new FASB pronouncements. We routinely review pronouncements in the exposure draft stage to determine their effect on our clients. When indicated, we work with clients and other organizations to help develop responses. We review final pronouncements and discuss the impact of them with clients well in advance of the implementation of the pronouncements or changes in regulations.

Engagement Team Experience

Roles and responsibilities

An experienced engagement team has been aligned to provide the most value to your organization. The team members have performed numerous engagements of this nature and will commit the resources necessary to provide top quality service throughout the engagement. Following are our proposed management team members:

The most important resource any business has is people — the right people.

Engagement Team	Role	Years of Experience
Derrick DeBruyne, CPA, CFE	Audit and Tax Principal	16+
Jamie Williams	Senior In-Charge	5

Additional staff - We will assign additional staff to your engagement based on your needs and their experience providing services to nonprofit organizations. We expect the staff that will be assigned to your team will be primarily from our Las Vegas office and will be personnel who have selected nonprofits as their industry focus at CLA.

*Detailed biographies are available in the **Appendix** of this proposal.*

Audit and tax principal

The audit and tax engagement principal is your main contact throughout the audit engagement and is responsible for planning, supervising the audit staff, reviewing the work performed, and attending client and exit conferences. The engagement principal provides:

- Performance of more complicated audit procedures
- Work that is performed to your expectations
- A review of the key areas and reports
- Access to appropriate knowledge within the firm for you
- Prompt responses to all your requests for services
- Coordination of all services to Nevada Prep
- Your awareness of and access to our available services

In-charge

The in-charge is responsible for the overall audit process, from planning to final report, and for making sure the work is performed to your satisfaction, needs, and timing. The in-charge will:

- Perform most of the detailed fieldwork
- Supervise and assist audit staff personnel who perform fieldwork
- Be on-site for the majority of the engagement
- Direct planning and execution efforts with regard to the audit
- Assist the School's personnel with technical issues as they arise
- Conduct final reviews of management letters and reports with the School's personnel



National nonprofit and foundation resources

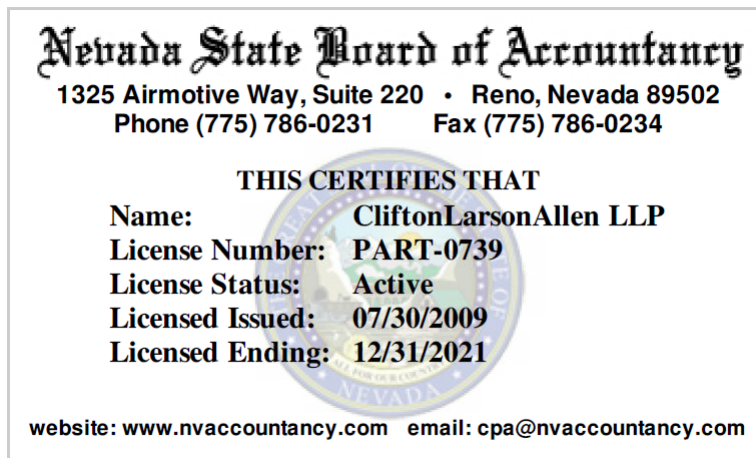
You will have access to a number of additional national nonprofit resources if needed.

Firm independence

CLA is independent of the School as required by auditing standards generally accepted in the United States and the U.S. Government Accountability Office's *Government Auditing Standards*. Our firm-wide quality control policies and procedures foster strict compliance with these professional standards. In addition, the individuals assigned to your audit are independent of the School.

Firm licensing

CLA is duly licensed to practice public accountancy in the state of Nevada and other states. A copy of our state license is provided below:



References

To further demonstrate our qualifications and experience, we are providing the following references for your consideration. We recognize that quality of service, relevant experience, and depth of resources will be key factors as you prepare to select a firm to serve Nevada Prep's audit needs. We therefore encourage you to contact the following client references served by our proposed engagement team that include clients with similar services and complexity.

Futuro Academy East Las Vegas	
Address	920 N. Lamb Blvd, Las Vegas, NV 89110
Contact Name and Title	Ignacio Prado, Executive Director
Phone Email	702-509-1612 director@futuroacademy.org
Scope of Work	Audit of financial statements for the fiscal year ending 6/30/20, in accordance with GASB generally accepted auditing standards.
Nevada Rise Academy	
Address	2525 Emerson Ave., Las Vegas, NV 89121
Contact Name and Title	Justin Brecht, Executive Director
Phone Email	702-336-7060 JBrecht@NevadaRise.org
Scope of Work	Audit of financial statements for the fiscal year ending June 30, 2020, prepared in accordance with GASB generally accepted accounting standards. Agreed Upon Procedures Engagement for the Charter School Grant Program for the year ended June 30, 2020.
Nevada Preparatory Academy	
Address	2525 Emerson Ave., Las Vegas, NV 89121
Contact Name and Title	David Blodgett, Executive Director
Phone Email	702-301-8118 david@nvprep.org
Scope of Work	Audit of financial statements for the fiscal year ending June 30, 2020, prepared in accordance with GASB generally accepted accounting standards. Agreed Upon Procedures Engagement for the Charter School Grant Program for the year ended June 30, 2020.

Services Approach

Audit approach

Many organizations view an audit as a requirement that doesn't contribute to their overall operations or value. At CLA, we believe an audit should be an annual check-up that allows us to have insight into your organization and to share in-depth advice on how to improve your operations.

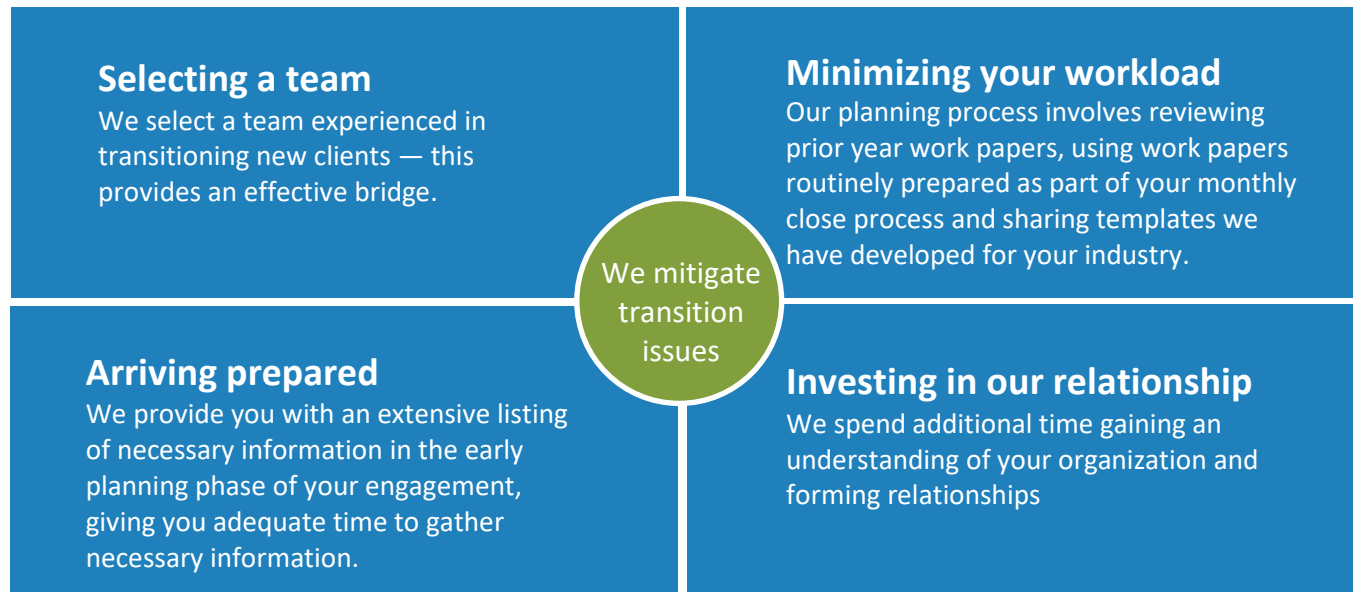
Our industry experience makes it easier — CLA auditors are experienced in your industry, which allows us to make the process faster and smoother. We approach our client engagements with a commitment to operational



efficiency and to leverage our industry-focused experience to bring positive impact and meaningful insights to our clients. What does this mean for your organization? It means we bring a team of professionals and an approach focusing on you, our client, listening to and working with you for a successful outcome.

Your time has value — Our approach recognizes that your time is valuable and best spent with key decision makers asking clarifying questions, discussing organizational strategies, and dealing with sensitive reporting issues. We believe this approach is effective and cost-efficient, produces a quality audit, provides you with substantive discussions with our team leaders, and recognizes there is more value to time spent discussing significant issues with management than reviewing detailed workpapers.

A simple transition — We recognize changing accounting firms presents an opportunity as well as a challenge. Our approach deliberately and effectively minimizes the impact of transition.



No surprises — Our emphasis on planning and communication allows for an efficient and effective audit process in which everyone involved knows their roles and expectations. We provide a **“no surprises”** approach to our services, based on frequent and timely communication. As issues arise during the course of the audit, we engage the right people in a frank discussion to resolve them.

Significant involvement of principals and managers — An important distinction between CLA and other firms is the amount of principal and manager involvement in the engagement. Because our principals and managers are directly involved in the engagement during fieldwork, we can proactively identify significant issues immediately and resolve them with management.

We tailor the audit just for you — We begin the audit with a thorough planning and preparation phase and culminate with the timely delivery of our reports. We will work with you immediately to coordinate and schedule the engagement to minimize any potential disruptions to your business. We would envision that we immediately begin our planning process upon receipt of a signed engagement letter. We will then work with you to finalize dates that accommodate your schedules. While our audit programs provide typical approaches for given audit areas, CLA tailors and designs a client-specific, risk-based audit approach. We don’t follow a “cookie cutter” approach. We use custom, industry-tailored programs, procedures, and other tools that are designed specifically to focus on the issues that are applicable to charter schools.



We explain exactly what we're doing and what we've found in plain, everyday language. We translate our findings into ideas on how you can address them. We believe our services are a contributing factor to better business and administrative practices. We gain a better understanding of your organization by working closely with your staff. This involvement enables us to offer you recommendations or suggestions for improvement in your systems and procedures that are more comprehensive, better understood, and more frequently implemented.

The CLA audit methodology utilizes a five-phase approach.



Continuous Communications

The continuous communication phase of our engagement with the School starts when our engagement letters are issued and continues until the completion of the engagement. We believe effective communication with the School's leaders is the key to a successful engagement. This communication includes the exchange of ideas and advice as changes are considered or implemented by the School or the accounting industry.

It is our responsibility under professional standards to communicate with the School's management and audit committees through all phases of our audit. We are committed to meet and exceed these standards to perform an efficient and effective engagement.

Phase I: Assessment

The assessment phase of an engagement starts when an engagement letter is issued.

Upon notice of contract award, we will prepare a contract and engagement letter. We will communicate our plan to start the work and to discuss the audit process. These discussions are intended to accomplish the following:

- Identify key management and staff involved in the audit
- Identify primary audit liaisons
- Introduce our audit team and identify key CLA contact personnel
- Discuss the timetable
- Explain our means and ways of communication
- Inquire about any issues, which we may need to be aware of
- Discuss logistics and administrative matters
- Complete a preliminary assessment of risk based on a review of prior year workpapers and knowledge of your organization

Through all phases of the audit, we think it is important to have regular communications with the School's management to discuss the status of the engagement. We will provide timely communication of any critical issues, concerns, and potential findings with the person primarily responsible for the area and our audit liaisons.



We will be available to meet with key management prior to issuance of the final audit report. This meeting will highlight some of the results of the audit, any outstanding items, and reporting and issuing processes.

Phase 2: Planning & Strategy

The planning phase will lay the foundation for a successful audit of the School.

- **Conduct meetings with the School's management** – We will meet with the School's personnel to agree on an outline of responsibilities, timeframes, and deadlines. The agenda would include but not be limited to:
 - Establishing an audit approach and schedule,
 - Outlining assistance required of the School's personnel,
 - Determining proper application of generally accepted accounting principles,
 - Reviewing prior year adjustments and control findings,
 - Considering initial audit concerns,
 - Discussing concerns of the School's management,
 - Establishing report parameters and deadlines,
 - Confirming progress reporting protocols, and
 - Establishing principal-management contact.
- **Communication with the audit committee and those charged with governance.** As the School's independent auditors, CLA works for and reports to the School's board through its audit committee—period. While we seek a friendly and professional relationship management, we never lose sight of the volunteer leadership and organization stakeholders that we serve through our independent examination. Accordingly, we plan for and conduct planning discussions with those charged with governance over the audit to provide a full airing of risks to inform our approach as well as on-going two-way communication throughout our engagement as warranted and full reporting of our findings and their implications at the conclusion of our engagement.
- **Understanding of the School** – Prior to any evaluation or testing, our engagement team will gain an understanding of the design of the internal control systems. An important part of this planning work is to determine the nature and usefulness of data (such as accounting and computer manuals, flow charts, budgets, etc.), so that our understanding and related documentation of accounting procedures and internal controls is accurate and can serve as a basis for setting our audit testing.
- **Perform analytical reviews** – We will review current and historical financial and statistical data, as well as budgeted data to identify trends, fluctuations, and relationships that inform our audit risk analysis and areas of emphasis.

Focus on Areas of Importance

We have identified areas which may have a significant impact on the timing and completion of the audit or that may be of special concern to management and those charged with governance. We will review such areas in-depth and propose strategies. Then we will finalize our approach so the School will have sufficient time to compile the data necessary for completion of the audit with minimum disruption.

Phase 3: Systems Evaluation

Having established the audit framework in the planning phase, we then determine the extent to which we can rely on existing internal controls and accounting systems to produce reliable and timely financial information. There are four key steps involved in this process:

- **Review internal control systems** – We will document or utilize internal audit documentation of the accounting systems of all key departments within the School. We will then confirm our understanding of the major transaction cycles (e.g. contributions, payroll, disbursements, program and grant expenses,



investments, cash receipts, etc.), and prepare documentation of accounting cycles with the aid of the School's personnel. We will then identify strengths and weaknesses that have an impact on audit objectives and risk and determine the relative emphasis to be placed on controls for audit sampling and testing.

- **Assessing the potential for fraud** – Audits performed under Generally Accepted Auditing Standards are designed to consider the potential for fraud but cannot be relied upon to guarantee that such instances will not occur and go undetected. At CLA, we understand the devastating impact that fraud can have on nonprofit organizations in terms of both financial loss and reputation. Accordingly, in our assessment of the internal controls at the School, we will perform a broad array of inquiry and testing procedures to consider the risk of fraud and actively pursue and communicate to the appropriate parties any such actual or potential instances we uncover. We routinely use “data analytics” to test for improper payments made by an organization and for fraud detection which will be included in the School audit.
- **Tailored audit programs** – Utilizing our proprietary audit program guides, our understanding of the internal control systems and our nonprofit team's extensive industry experience, we will prepare tailored programs for conducting the School's audit that are responsive to the identified audit risks.
- **Review IT hardware and application controls** – We will review the general and specific application controls at the School including those associated with your applications inclusive of your customized wish accounting module. In addition, we will plan the appropriate usage of our data analytics software (IDEA) for efficiency and effectiveness in our population testing approach.

Phase 4: Testing & Analysis

Our audit tests will involve:

- **Compliance testing** – The purpose of compliance tests will be to verify that significant internal control reliance noted in the systems evaluation phase are functioning as described. We will utilize sampling techniques as deemed appropriate to select transactions to be tested, to determine the characteristics of the data being examined, and to select the appropriate number of transactions that will permit us to formulate reliable conclusions.
- **Substantive testing** – Substantive testing differs from compliance procedures in that its objective is to provide reasonable assurances of the accuracy of the financial data included in the financial statements. The nature and extent of the substantive procedures to be employed is dependent on a number of different factors, including the nature of the amount under audit, the volume and relative size of the transactions underlying the amount being audited, the effectiveness of the internal controls surrounding the processing stream, and the efficiency of the audit procedures applied. We also rely heavily on direct confirmations with third parties to test areas such as cash, investments, receivables, and various revenue streams. Analytical techniques and confirmations will be used in a number of audit areas where reliable, independent data can be used to verify recorded balances in order to limit where appropriate detailed testing in these areas.

Phase 5: Reporting and Follow-Up

Our independent auditors' report, communication with governance, single audit report, and legal compliance questionnaire will be issued promptly after the completion of our fieldwork. We plan to communicate with management and the board or audit committee as deemed appropriate to review the highlights of the audit and the comments and recommendations contained in our management letter before they are finalized. If necessary, CLA will present the final audit report to the audit and/or finance committee and governing board as well as address any questions they may have.



Summary of benefits

The School will realize the following benefits from CLA's services —

- An objective look at your operations to help you make sound business decisions.
- Credibility only an outside professional can provide your lenders and shareholders.
- Confidence that accounting principles have been evaluated for application accuracy.
- An opportunity to improve internal controls and accounting procedures, which increases reliability of accounting records and financial statements.
- Improved efficiency and effectiveness of the assurance service, thus adding value to the process while reducing disruption to your operations.

Tax compliance approach

CLA proposes to perform tax planning and preparation services for the School. Virtually every business decision you make has a tax consequence, and we believe working with a tax professional year-round can help you make knowledgeable decisions and keep more of your hard-earned profit.

Our approach to tax planning and preparation begins with understanding your current tax situation. We will then work with you to proactively implement effective strategies to identify tax liabilities while helping you take advantage of every available incentive.

Process

Our tax services process is simple:

- We help prepare and file tax returns accurately well in advance of deadlines. We review past returns to understand your tax situation and determine if there are refund or planning opportunities.
- Keep you involved and informed to avoid errors and delays.

Deliverables

CLA will provide:

- Completed federal and applicable state tax returns by an agreed-upon deadline.
- Analysis and recommendations on the benefits of various tax credits.
- Strategies for streamlining your tax reporting process.

Ongoing insight

We are your business resource, so we encourage you to ask us for:

- Basic information throughout the year.
- Advice on new IRS announcements and their potential impact.

Benefits

You will receive the following benefits from our tax planning and preparation services:

- Ongoing assistance throughout the year, not just during the year-end procedures. This will help us recognize opportunities and resolve potential problems.
- Immediate communication of changes in tax law that may affect your operations and recommendations to address any resulting issues.
- Proactive planning to help you take advantage of any new opportunities.
- We go beyond compliance and investigate the tax benefit available to you.
- Thorough compliance with tax obligations means you can avoid penalties and surprises.



Efficiency through automation: CLA 990 ExchangeSM

We simplify the Form 990 information return process with CLA 990 Exchange, an easy-to-use web-based technology. Compile your documents and the information our tax professionals need to complete your Form 990, then upload them using the secure online tool.

Our tax professionals will pull information from the prior year's Form 990 to prepopulate sections of CLA 990 Exchange, so you don't have to re-enter that information each year. In real time, we can see your information submission progress. Your data is then flowed to our tax software for a precise and efficient process, allowing more time to focus on critical insights identified during the compliance process.

Services integration

An engagement such as outlined in this proposal requires the interaction of numerous individuals working within relatively narrow time frames. Our assurance and tax staff work as a team. We are in close, regular contact, keeping each other informed of our progress and any issues that arise. We emphasize communication — making sure that issues that cross disciplines are fully evaluated by the entire team.

Commitment to communication with management

As you will see, we are committed to ongoing communication throughout the engagement. Continual communication starts when an engagement letter is issued, continues until the completion or closeout of an engagement, and throughout the remainder of the year. We believe effective communication is critical to a successful engagement. This communication includes the exchange of ideas and advice as changes are considered or implemented by the entity or the accounting profession.

During the engagement we will hold regular status meetings with the School to enhance day-to-day operations, results, and any issues are commonly understood and addressed. The objectives of tracking and formally reporting the engagement status are to:

- Provide a consistent technique for monitoring progress against plan
- Identify any issues quickly to allow for timely corrective action
- Provide an objective rather than subjective evaluation of status
- Provide timely information on a regular basis
- Assist with obtaining buy-in of any audit recommendations on a timely basis

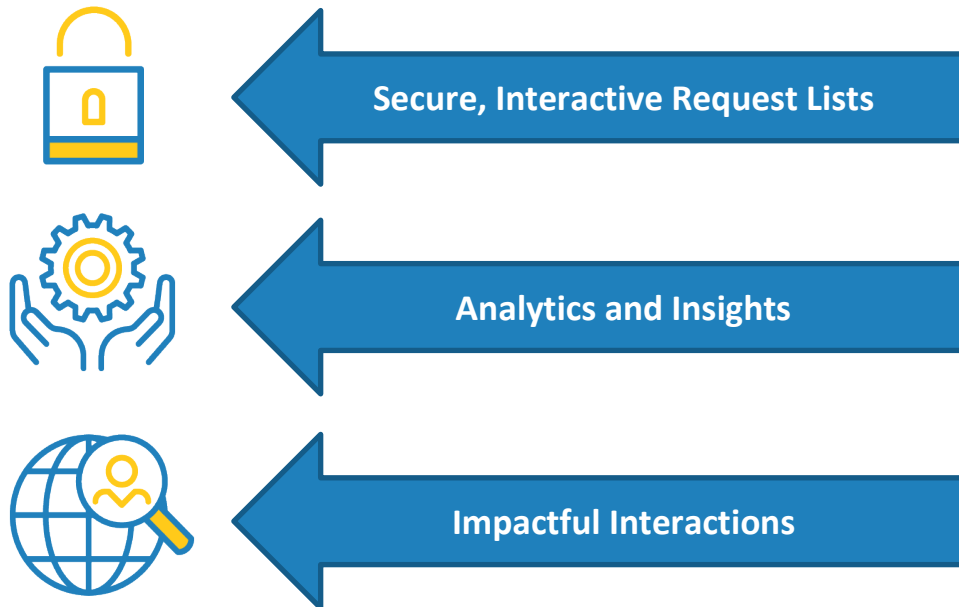
Our proactive measures foster communications, both written and oral, which are ongoing, relevant, and routine to our engagements. Our commitment to this practice encourages open lines of communication and often prevents and/or mitigates service delivery issues. Our professionals are trained in documenting observations, recommendations, business issues, and new developments as part of their daily routine.

We explain exactly what we're doing and what we've found in plain, everyday language. We translate our findings into ideas on how you can address them. We believe our services are a contributing factor to better business and administrative practices. We gain a better understanding of your organization by working closely with your staff. This involvement enables us to offer you recommendations or suggestions for improvement in your systems and procedures that are more comprehensive, better understood, and more frequently implemented.



Use of technology in the audit

We're reimagining the audit process through technology to elevate your experience!



Assurance Information Exchange (AIE) – To make working with CLA a seamless experience, our team utilizes a proprietary, secure web-based application to request and obtain documents necessary to complete client engagements. This application allows CLA and our clients to view a live client assistance letter, which provides detailed information, including due dates for all of the open items CLA is requesting. Additionally, clients have the ability to attach electronic files and add commentary related to the document requests directly on the application. Follow the link to view a brief tutorial of the [Assurance Information Exchange](#).

Microsoft® Teams – Our services approach focuses on impactful interactions. We've said goodbye to the days of setting up camp in our clients' conference rooms for weeks on end. We know our clients have organizations to run, so our interactions have purpose. To assist with communications when we are not onsite, we utilize tools such as Microsoft Teams, which allow for two-way screen sharing and video. We've found this helps minimize disruptions in our clients' environments while continuing to effectively communicate with each other.

TeamMate Analytics and Expert Analyzer (TeamMate) – To analyze and understand large data sets, we use TeamMate Analytics and Expert Analyzer. We customize the application by industry in order to perform the most applicable procedures. This allows us to go beyond sampling and instead analyze the entire general ledger for targeted anomalies. Far beyond the audit application, our six-phase process of Risk Assessment, Data Analytics and Review (RADAR) can also provide actionable insights to help you understand your entity better.



Engagement timetable

Our project management methodology results in a client service plan that provides for regular, formal communication with the entire management team and allows us to be responsive to your needs. The schedule allows for input from your personnel to make certain that the services are completed based on your requirements. The plan may also be amended during the year based on input from the board/audit committee.

Significant Milestones	Target dates
Entrance conference	Spring 2022
Interim audit work begins	May/June 2022
Interim audit work complete	July 2022
Field audit work begins	September 2022
Draft reports	September/October 2022
Presentation to board/management	November 2022

Professional Fees

Our fees are based on the timely delivery of services provided, the experience of personnel assigned to the engagement, and our commitment to meeting your deadlines.

CLA understands the importance of providing our clients with value-added solutions. We propose to provide routine, proactive quarterly meetings — as part of our fee — that will allow us to review and discuss with you the impact of new accounting issues, as well as any other business issues you are facing and how they should be handled. This level and frequency of interaction will no doubt enable CLA to help you tackle challenges as they come up and take full advantage of every opportunity that presents itself.

Professional Services	2022
Audit service	\$12,850
Preparation of Initial Informational 990 Tax Return – June 30, 2021	\$2,100
Preparation of Informational 990 Tax Return – June 30, 2022	\$2,150
Agreed-Upon Procedures	\$4,600
Technology and client support fee (5%)	\$1,085
Total	\$22,785

We have found over the years that our clients don't like fee surprises. Neither do we. We commit to you, as we do all of our clients, that:

- We will be available for brief routine questions at no additional charge, a welcome investment in an on-going relationship.



- Like most firms, we are investing heavily in technology to enhance the client experience, protect our data environment, and deliver quality services.
- We believe our clients deserve clarity around fees, and we will continue to be transparent with our fee structure. Any additional charges not discussed in this proposal will be mutually agreed upon up front.
- We will always be candid and fair in our fee discussions, and we will avoid surprises.

Fee considerations

The fee proposal is based on the following:

- the School's personnel will provide assistance periodically throughout the year and during the assurance fieldwork with regard to account analysis and provision of year-end account reconciliation work papers and schedules.
- the School's personnel will prepare the year-end tax workpapers and schedules to the extent performed in prior years, which we will complete, review, and examine.
- The assurance reports will be delivered in accordance with the School's deadlines. The tax returns will be completed by a mutually agreed upon date sufficient to allow timely filings.
- Satisfactory completion of our firm's normal client acceptance procedures.
- Professional standards and regulations currently in effect. We reserve the right to modify your proposed fee if professional standards or regulations change for any engagement period.
- No significant changes in the operations of the School subsequent to the date of this proposal.
- Preparation of the state income tax returns filed in the prior year.

Ongoing consultation

We do not anticipate the School will receive additional billings related to the annual audit procedures, as we anticipate cooperation from staff and receipt of information for timely completion of your audit. It is also our policy not to bill you for routine telephone calls. Our quoted fee includes routine general consultation throughout the year, however, if you seek a written opinion, or if the issue requires us to perform research, we will bill you at our standard rates for these services. We will discuss these fees with you before we conduct our work.

We have a 24 - hour response policy to return calls/emails from your supervisory committee, board, or management to provide effective and timely communication. CLA's personnel are always available to provide assistance by telephone without additional cost to you. If the person you need to talk to is not available at the time you call, we will contact him/her and have him/her get back to you. We have a number of qualified professionals on our staff who can provide you with timely and competent assistance.

Additionally, in order to provide the most direct access to your team, we will provide the cell phone numbers of your engagement principal and audit manager upon acceptance of our proposal.

Our last word on fees — we are committed to serving you. Therefore, if fees are a deciding factor in your selection of an accounting firm, we would appreciate the opportunity to discuss our audit plan.

At CLA, it's more than just getting the job done.



Appendix

Engagement team biographies

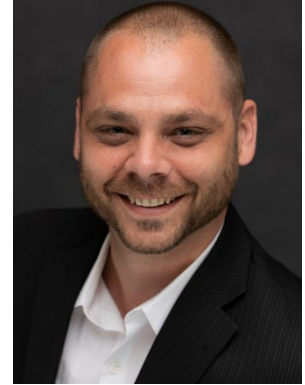


Derrick DeBruyne, CPA, CFE

CLA (CliftonLarsonAllen LLP)

Principal
Glendora, California

626-857-7300
derrick.debruyne@CLAconnect.com



Profile

Derrick has more than 16 years of experience in audits and taxation, single audits under Uniform Guidance, and fraud investigation. He specializes in planning, directing, and supervising audits of nonprofit entities, including charter schools, private colleges and universities, social service organizations, and foundations. Derrick consults with nonprofit organizations on a variety of accounting and tax related matters including obtaining IRS exempt tax status, budgeting, internal control, cash flows, endowment reporting, and charitable trust gift accounting. He also specializes in fraud investigations and serves clients as an interim controller, allowing them to leverage the cost of having a CPA advisor as part of their management team.

Technical experience

- Charter schools
- Nonprofit entities
- College foundations
- Private colleges and universities
- Commercial businesses

Education and professional involvement

- Bachelor of science in accounting from the University of La Verne
- Certified Public Accountant in the state of California
- Certified Fraud Examiner
- American Institute of Certified Public Accountants (AICPA), member
- California Society of Certified Public Accountants (CalCPA), member
 - Past President – Inland Empire Chapter
 - Leadership Institute Graduate
 - Former Member of State Council
 - Former Board Member
 - Former Chair – Inland Empire Financial Literacy Committee

Speaking engagements

- California Charter Schools Conference, presenter
- National Charter School Conference, presenter

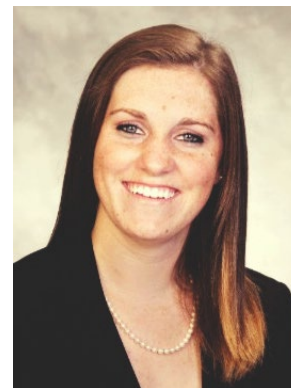


Jamie Williams

CLA (CliftonLarsonAllen LLP)

Senior
Las Vegas, Nevada

702-933-8105
jamie.williams@CLAconnect.com



Profile

Jamie is originally from West Virginia and has been performing audit and assurance services with a concentration in nonprofits and governmental entities for five years.

Technical experience

- Nonprofit
- Single audits
- Government
- Gaming/Lottery

Education and professional involvement

- Bachelor of business administration in accounting from Marshall University, Huntington, West Virginia
- American Institute of Certified Public Accountants (AICPA), member
- West Virginia Society of Certified Public Accountants (WVSCPA), member

CLAconnect.com

WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.



Quality control procedures and peer review report



In the most recent peer review report we received a rating of *pass*, which is the most positive report a firm can receive. We are proud of this accomplishment and its strong evidence of our commitment to technical excellence and quality service. The full report is provided on the following page.

In addition to an external peer review, we have implemented an intensive internal quality control system to provide reasonable assurance that the firm and our personnel comply with professional standards and applicable legal and regulatory requirements. Our quality control system includes the following:

- A quality control document that dictates the quality control policies of our firm. In many cases, these policies exceed the requirements of standard setters and regulatory bodies. Firm leadership promotes and demonstrates a culture of quality that is pervasive throughout the firm's operations. To monitor our adherence to our policies and procedures, and to foster quality and accuracy in our services, internal inspections are performed annually.
- Quality control standards as prescribed by the AICPA. The engagement principal is involved in the planning, fieldwork, and post-fieldwork review. In addition, an appropriately experienced professional performs a risk-based second review of the engagement prior to issuance of the reports.
- Hiring decisions and professional development programs designed so personnel possess the competence, capabilities, and commitment to ethical principles, including independence, integrity, and objectivity, to perform our services with due professional care.
- An annual internal inspection program to monitor compliance with CLA's quality control policies. Workpapers from a representative sample of engagements are reviewed and improvements to our practices and processes are made, if necessary, based on the results of the internal inspection.
- Strict adherence to the AICPA's rules of professional conduct, which specifically require maintaining the confidentiality of client records and information. Privacy and trust are implicit in the accounting profession, and CLA strives to act in a way that will honor the public trust.
- A requirement that all single audit engagements be reviewed by a designated single audit reviewer, thereby confirming we are in compliance with the standards set forth in OMB Circular A-133.





Report on the Firm's System of Quality Control

November 21, 2019

To the Principals of CliftonLarsonAllen LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of CliftonLarsonAllen LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under FDICIA; audits of broker-dealers; and examinations of service organizations [SOC 1 and SOC 2 engagements].

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of CliftonLarsonAllen LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. CliftonLarsonAllen LLP has received a peer review rating of *pass*.

Cherry Bekaert LLP

Cherry Bekaert LLP



Cover Sheet

Student and Parent Handbook (Revised)

Section: III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION
Item: H. Student and Parent Handbook (Revised)
Purpose: Vote
Submitted by:
Related Material: R. TEACH LV STUDENT HANDBOOK 2021-2022 UPDATED 7_12_21.docx.pdf



TEACH Las Vegas Public Charter School

Student/Parent Handbook
Grades K-7
2021-2022 School Year

TEACH Las Vegas
4660 North Rancho Drive
Las Vegas, Nevada 89130

Updated: 07/12/2021

TEACH Las Vegas Public Charter School Students and Parents,

On behalf of the staff at TEACH Las Vegas Public Charter School, I'd like to welcome you to our school for the 2021-2022 school year! We are proud to begin our 1st year of operation. We are excited to extend a special welcome to our students during this inaugural year.

In order to ensure a successful educational experience, it is important that you and your child are aware of the school's expectations and procedures. This handbook includes a review of our policies, procedures, and guidelines that are important to TEACH Las Vegas.

You are the first teacher your child will ever have. Your support and belief in our children and the education system is what will help us be a more successful team. We look forward to working with you this school year! We invite you to visit our campus, attend our programs, and become involved in our school community. Student success requires parents and the school to actively work together. Thank you for your commitment to your child's education. We look forward to a great year ahead!

Sincerely,

TEACH Las Vegas

General Information

TEACH Las Vegas Public Charter School
4660 North Rancho Drive
Las Vegas, Nevada 89131

Phone: (702) XXX-XXXX

Office Hours: 7:10 a.m.—3:05 p.m.
School Hours: 7:40 a.m.—2:35 p.m.

School Leadership

Mrs. Andrea Moore, Executive Director
Mrs. Tricia Metzler, EL Coordinator

School Support Staff

Ms. Edith Morales, Office Manager
Mr. Jimmy Morales, Building Maintenance

TEACH LV Charter Elementary School

Student – Parent Handbook

2021 - 2022

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SCHOOL MISSION AND CORE VALUES

VISION, MISSION AND GOALS

TEACH Las Vegas Charter Schools are innovative, dynamic, creative, and educationally enriching institutions of positive-driven learning. We believe that all children can learn when taught well and given an opportunity. We adhere to the thinking of philosopher G. Givhan, "What you pay attention to grows." By looking consistently at our students and the data of our practices, our teachers and students will "grow" in their development and to great successes in the 21st century.

OUR VISION: TEACH Las Vegas will reach students of all backgrounds by teaching the entire child which includes the social, physical, emotional, and intellectual needs of the student. Upon graduation, the knowledge and the experiences acquired at our schools will be effectively applied to their daily life.

OUR MISSION: The mission of TEACH Las Vegas is to create high quality, innovative teaching and a learning environment that focuses on literacy; integrating state-of-the-art technologies across the core curriculum to achieve academic proficiency for all students.

GOALS

To fulfill our mission, we will:

Challenge students who are unchallenged by traditional teaching applications to attain academic proficiency to grade level and above.

Allow each student the freedom to learn by exploring cutting edge technologies and concepts.

Enable students to become creative, self-motivated, competent college-bound students, and lifelong learners that live responsibly as informed, and productive members of a complex social, economic, and global society.

Core Values

- **Students First:** Student success is our driving force.
- **Unlimited Potential:** All students can achieve lifelong growth.
- **Nurturing Community:** Empathy, trust, and respect create a diverse, caring, and non-judgmental community.
- **Readiness for Life:** All students are prepared for college, career, and future opportunities.

Statement of Beliefs

- All students can learn.
- Learning is continuous and has no bounds.

- Parents are an essential part of the educational process.
- Parents, children, and school staff share the responsibility of education.
- High expectations result in high academic achievement.
- Parents, students, and the school share responsibility for developing character, ethics and manners.
- School helps to prepare individuals to positively contribute to a changing society.
- Individuals are accountable for their actions; therefore, each individual will accept responsibility for logical consequences regarding his/her behavior.
- Students' educational needs are the priority of the school and families.
- Education is a cooperative partnership between the school, families, and community members.

Rights of Individuals to Attend Board Meetings

Board meetings are open to the public and parents, students, and community members are encouraged to attend. The schedule of annual meetings is posted on the school website. Each meeting's agenda and documents related to each agenda item will be posted and is accessible from the school's website. Board member contact information is also available on the website.

Parental Rights to Inspect and Review Education Records

The Family Education Rights and Privacy Act (FERPA) gives guardians the right to review and confirm the accuracy of their child's education records maintained by the school. This right transfers to the student upon turning 18 years of age, or when enrolled in a postsecondary institution. TEACH Las Vegas will comply with the processes and timelines in accordance with FERPA. Contact the Administration for any requests, questions, or concerns related to obtaining student records.

Public Records

The Nevada Open Records Act is a series of laws designed to guarantee that the public has access to public records of government bodies at all levels. Public records include all books and records of all government entities. TEACH Las Vegas will be compliant with Nevada's Open Records Laws, and will adhere to timelines and procedures pursuant to Chapter 239.

School Calendar

2021	
Monday, August 9	Classes Begin
Monday, September 6	Labor Day (No School)
Monday, September 13	Professional Development for Staff Non-attendance day for Students
Monday, October 4	Professional Development for Staff Non-attendance day for Students
Friday, October 8	End of First Grading Period (44 days)
Wednesday, October 13	Parent Conferences Non-attendance day for students
Friday, October 29	Nevada Day Observed (No School)
Thursday, November 11	Veterans Day Observed (No School)
Friday, November 12	No School
Wednesday - Friday, November 24-26	Fall Break/Thanksgiving (No School)
Friday, December 17	End of Second Grading Period (44 days) End of First Semester (88 days) End of Day - Winter Break Begins
Monday, December 20 – Monday, January 3	Winter Break (No School)
2022	
Tuesday, January 4	Professional Development for Staff Non-attendance day for Students
Wednesday, January 5	Classes Resume Second Semester Begins
Monday, January 17	Martin Luther King, Jr. Day Observed (No School)
Monday, February 7	No School
Monday, February 21	Presidents' Day Observed (No School)
Friday, March 11	End of Third Grading Period (46 days)
Monday, March 14	No School
Friday, April 8	End of Day - Spring Break Begins
Monday, April 11 – Friday, April 15	Spring Break (No School)
Monday, April 18	No School
Tuesday, April 19	Classes Resume
Monday, April 25	Professional Development for Staff Non-attendance day for Students
Wednesday, May 25	End of Fourth Grading Period (46 days) End of Second Semester (92 days) Last Day of school (180 days)
Thursday - Friday, May 26-27	(Make-up days - if needed)
Monday, May 30	Memorial Day (No School)
Tuesday, May 31	(Make-up day - if needed)

Instructional Daily Schedule

7:20am - 7:40am	Campus open to students
7:40am	Instruction Begins
7:40am - 8:30am	Period 1
8:35am - 9:25am	Period 2
9:30am - 10:20am	Period 3
10:25am - 11:15am	Period 4
11:15am-11:50am	LUNCH
11:55am - 12:45pm	Period 5
12:50pm - 1:40pm	Period 6
1:45pm - 2:35pm	Period 7
2:35pm	Dismissal
Grades K-5 will have daily recess. Times will vary depending on grade level.	

School Accessibility, Non-Discrimination, and Non-Harassment Notice

TEACH Las Vegas Public Charter School does not knowingly discriminate against any person on the basis of race, creed/religion, color, national or ethnic origin, sex, gender identity or expression, sexual orientation, disability, marital status or age, in admission or access to, treatment or employment in, or participation in its programs and activities pursuant to federal and state laws including, but not limited to, Title VI and VII of the Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and the Individuals with Disabilities Education Improvement Act.

Students, parents, and other program participants who feel discriminated against or sexually harassed may initiate a complaint by contacting the principal of the school in question. The Executive Director will work with the Superintendent and respond to the inquiry within a reasonable period of time.

Concerns may also be addressed by completing the Public Concern Process described in the Student/Parent Handbooks, found on the school's website. This process allows anyone who believes they or their child have been subjected to discrimination or sexual harassment, including disability discrimination, to put their concerns in writing to the building principal for review and resolution. The procedures also allow for an appeal of the determination.

ACADEMICS

All TEACH Las Vegas Public Charter School programs and related coursework are aligned with the Nevada Academic State Standards (NACS). These standards require that students learn, practice, and apply a variety of skills across all academic areas. Competency and mastery of 21st century learning are outlined at each grade level in the NACS. This includes requirements for success for digital communication. Please refer to the Nevada State Department of Education website for more information on NACS and 21st century learning.

Elementary School Curriculum and Learning Objectives

TEACH LV Charter School follows the Nevada Academic Content Standards and learning objectives for all grade levels. The objectives are lists of those skills that must be introduced, practiced, or mastered in each grade. These guidelines can be found by accessing TEACH LV's website or by going to https://doe.nv.gov/Nevada_Academic_Content_Standards/. It is important that you regularly review them and become familiar with them to gain a clear understanding of what skills your child will need to complete within the year. Your teachers will refer to these standards in the course syllabi and weekly lesson plans.

Class Placement

Students are placed at the grade level immediately following the last successfully completed grade unless otherwise indicated. TEACH LV does not retain students when promotion from the previous school has been approved. TEACH LV does not promote students (skipping a grade level) who come to TEACH LV Charter School from another school unless otherwise noted by the previous school. Exceptions and changes are at the discretion of the school principal. Placement is determined by various factors and may include previous attendance, grades, recommendations, and test scores.

TEACH LV Charter Schools Retention Policy

Before any pupil enrolled at TEACH LV Charter Elementary or Middle School may be retained in the same grade rather than promoted to the next higher grade for the succeeding school year, the pupil's teacher and principal must make a reasonable effort to arrange a meeting and to meet with the pupil's parents or guardian to discuss the reasons and circumstances.

1. Except as otherwise provided in subsection 4, based on [NRS 392.760](#), the teacher and the principal in joint agreement have the final authority to retain a pupil in the same grade for the succeeding school year. The conditions under which a pupil may be retained in the same grade rather than promoted to the next higher grade for the immediately succeeding school year are as follows:
 - Communication with the parents has been ongoing and consistent.
 - Interventions have been implemented.

- In consideration of individual circumstances, the pupil's teacher and principals will consider the unique conditions and the parent's input but reserve the right to use professional judgement in a final determination of retention.
 - Consideration for retention of a student with an IEP will involve the student's special education service providers. Special consideration must be given to the fact that retaining a student with an IEP eliminates a year of service that can be provided after the completion of grade 12.
 - If any student has passing grades and has earned all required credits in core academic areas (English, reading, math, science, social studies), TEACH LV will promote the student to the next grade and will not retain them in their current grade.
2. The board of trustees of TEACH LV Charter School shall not promote a pupil in the 8th grade to high school if the pupil does not complete the course of study or credits required for promotion, except as otherwise provided in subsection 4. The board of trustees of TEACH LV Charter School may provide programs of remedial study to complete the courses of study required for promotion to high school.
 3. Pupils who have not completed the courses of study or credits required for promotion to high school may be placed on academic probation and enrolled in high school. A pupil who is on academic probation shall complete appropriate remediation in the subject areas that the pupil failed to pass. A parent or guardian may elect not to place his or her child on academic probation but to remain in grade 8. The criteria for consideration for a pupil to be placed on academic probation are as follows:
 - If a student will turn age 16 within the next academic school year.
 - If a student has completed the required course of study excluding only one (1) required credit in a core area (English language arts, math, science, social studies).
 - If a student remediates the deficiency in summer school.
 - Other criteria will be considered by the high school principal, who reserves the right to use professional judgement in a final determination of academic probation.
 - The high school principal has the final authority to deny a pupil academic probation in high school.
 - If a student has passing grades and has earned all required credits in core academic areas (English, reading, math, science, social studies), TEACH LV will promote the 8th grade student to high school and will not retain them in their current grade.
 4. No pupil may be retained more than one time in the same grade, except for pupils in grade 8 who do not complete the course of study or credits required for the promotion of a pupil to high school. See subsection 3 and 4 above.

Learning Environment at Home

There are many things that help to create a suitable learning environment in the home. Any space that is positive, quiet, and uncluttered can be conducive to student learning. TEACH LV parents are responsible for the following:

- Designated area to work with good lighting
- Working computer and printer access
- Internet access every day
- An email account that is checked daily (students will be provided with a school Gmail account). Parents are required to check student email frequently during each week of school
- School supplies (paper, pencils, pens, binders, etc.)

Grading

Grades for students will be posted weekly in Infinite Campus. Parents will receive a personal username and password once the school year has begun.

Report cards are issued quarterly. Kindergarten through 7th grade students receive a grade of A, B, C, D, or F in English Language Arts (ELA), Math, Science and Social Studies. A grade of Satisfactory (S) or Not Satisfactory (N) will be assigned in elementary PE and Technology. In grades 6th and 7th, students will receive a grade of A, B, C, D, or F in PE and Technology.

Progress notices are issued at mid-quarter. If the student is at risk of failing individual classes (D, F or N) or grades have dropped significantly in a short period of time, a notice may be issued at that time. It is the parent's responsibility to always know their student's progress and grades in their courses by consistently monitoring the electronic gradebook Infinite Campus. Instructions on how to log in to the gradebook are provided to the adult accompanying the student during the required orientation. Parents are welcome to speak with their teacher or to call the school to schedule additional assistance for using the online gradebook.

Assigned work may take some students longer than 26 - 30 hours per week. Completion of assignments may be accomplished over a seven-day period, if needed. New assignments will become available to students weekly. Please consult with your teacher and review the assignments and directions each week for information on due dates, grades and submitting assignments online and in person.

Some assignments are graded automatically by the computer. Other assignments are submitted to the teacher and may take longer for the teacher to grade. Parents are often asked to grade assignments and review the work with the student. If an assignment is completed after the due date, it is the student's and parent's responsibility to contact the teacher to let them know that the assignment has been completed. Teacher policies on late work may vary. Grades for written work and updates to the gradebook are typically available within a week of the assignment due date.

Letter Grading Scale	
A	90 – 100
B	80 – 89
C	70 – 79
D	60 – 69
F	< 59
Satisfactory/Not Satisfactory Grading Scale	
S	60 – 100
N	< 60

Student Interventions

It is the goal of the school to promote success and academic achievement for all students. When students are failing, the school will intervene with required actions. These may include student and parent meetings on campus, contact with parents, required parent meetings, or assignment of required instructional support time on campus. Parents are required to comply with school-initiated interventions.

The school will attempt to work with students and parents in the intervention process; however, it is the sole responsibility of the parent to ensure that the student logs into and engages in his or her instructional courses during the school week when off campus.

TEACH Las Vegas Public Charter School uses three categories of family support. These are known as The Pathways to Success. The intent of this plan is to identify when and with whom we should be helping, resources and support. An important piece of this plan is a weekly conference with the parent, teacher, and student, when appropriate. TEACH LV is excited to be able to offer this level of teacher, parent, and student engagement.

Pathways to Success

Students of TEACH LV Charter School will be on one of three Pathways to Success. Students may move from one pathway to another depending upon the amount of support the student and/or family needs to make adequate academic progress. Please read the description of each pathway and sign below to indicate that you are aware of TEACH LV Elementary School's Pathways to Success format.

Independent Pathway

Students and Parents/Guardians on the Independent Pathway exhibit the following characteristics:

1. The student is working on academic material that is on or above the student's grade level and the student scores at or above grade level on the benchmark assessments and progress monitoring tools.
2. The student is on course to make adequate yearly growth.
3. The student consistently completes the assigned curriculum each week in a satisfactory manner.
4. The student demonstrates excellent attendance by meeting with the teacher once each week, usually in a small group format.
5. The student and parents/guardians communicate regularly with the teacher at least once each week in person, by phone, or by email.
6. The student will have the option to participate in additional enhancement and intervention activities.

Guided Pathway

The Guided Pathway is intended to be a temporary placement designed to provide support and training to students and parents in the workings and resources of the TEACH LV program. New students to TEACH LV will be initially placed on the Guided Pathway. Students and their parents/guardians that might benefit from an additional layer of support will also follow the Guided Pathway. Placement on the Guided Pathway will be by recommendation of the teacher if one or more of the conditions of the Independent Pathway are not being met. Students and parents/guardians on the Guided Pathway are expected to:

1. Make progress towards or meet the conditions of the Independent Pathway.
2. Participate in additional enhancement and intervention activities.

Intervention Pathway

The Intervention Pathway is designed to provide intensive, customized, and sustaining support to students and their parents/guardians. Placement on the Intervention Pathway will be by recommendation of the teacher if one or more of the conditions of the Independent Pathway are not being met and the student and/or family requires more targeted and substantial support than the Guided Pathway provides. Students and parents/guardians on the Intervention Pathway are expected to:

1. Make progress towards short-term and long-term individualized learning goals.
2. Participate in regular benchmarking assessments and utilize progress monitoring tools to identify learning gaps and to measure academic progress.
3. Complete the assigned curriculum each week in a satisfactory manner.
4. Demonstrate excellent attendance.
5. Meet with the other school personnel, such as Parent Advocate, Learning Strategist, Counselor, Social Worker, Nurse, Psychologist and/or Principal, if requested.
6. Communicate regularly with the teacher and the Parent Advocate at least once each week in person, by phone, or by email.
7. Participate in additional enhancement and intervention activities.

Special Education students meet with their Special Education Teacher each week in addition to meeting with their General Education Teacher. Special Education students' academic goals and adequate academic progress is determined by the goals set forth in the student's Individualized Education Plan (IEP). Special Education students may receive additional services as indicated by their IEP.

Testing

TEACH LV Charter School is a public-school requiring testing for each student. The testing process at any school is a critical one. Testing identifies important areas of strength for both schools and students and any areas in which to improve. Since testing is required in Nevada, TEACH LV must administer all state-required exams. Schedules must be followed without exception and parents are solely responsible for the student getting to and from school on testing days.

Remember that testing impacts the school in many ways, including funding, progress reporting, and school ratings. TEACH LV will prepare students for testing throughout the year. Parents must prepare students to commit to doing their best. Below you will find descriptions of testing that occur throughout the year.

State-Mandated Testing: This type of testing requires that, by law, students attend a testing facility for a specified period. Parents will be contacted several times prior to the testing and may be offered a choice of time. Parents will be responsible for their child's transportation. These tests are required by state law.

Benchmark Testing: These tests are conducted throughout the year to collect information concerning the student's strengths and areas of challenge. These exams are required by law and are necessary for customizing the instruction and curriculum content at the school. These tests are also used to measure student growth within a defined time.

Curriculum Tests/Quizzes: This type of testing takes place throughout the year, during or after a unit of study in any of the core subjects.

Lottery and Withdrawing a Student

During initial enrollment each school year, TEACH LV enrolls pupils in the order in which pupil applications are received, up to the point at which the school reaches its maximum capacity. The names of those students who enroll after that point will be placed on a waiting list until such time that an opening becomes available due to a student transferring out of the school. At that time, all students on the waiting list will have an equal opportunity to be selected from the waiting list through a random selection process. It is understood that if a student is enrolled in OCS and a sibling desires to attend OCS, that child will be given preference. All students enrolled after the start of the school year must follow the same enrollment procedures and attend an official orientation with a parent before they are considered enrolled in TEACH LV.

When a student is moving or transferring to another school, the parent/guardian must complete a Pupil Release and Transfer form. The forms are in the front office and must be completed prior to the student transferring to another school or state. According to the Nevada Revised Statutes, students 7 to 17 must be enrolled in school. TEACH LV will give each student up to ten days to re-enroll. If a student has not re-enrolled within ten days TEACH LV may report the student as truant.

Title I Hope

The Title I Homeless Outreach Program for Education works to remove barriers for homeless and unaccompanied students to enroll in school and achieve educational success. As part of the Title I HOPE program students can get access to school supplies, food, clothing, and transportation assistance. The following living situations may qualify a student for services:

- Living in a car, park, or on the street
- Living in a shelter
- Living in a weekly hotel due to economic hardship
- Living with friends or family due to economic hardship
- Unaccompanied Youth – not in the physical custody of the parent

ATTENDANCE

Weekly Attendance

Nevada Compulsory Attendance Law mandates that students must meet with their teacher, face-to-face, no less than once per calendar week. Student attendance is reported to the state by the school. Truancies, unapproved absences, multiple absences and/or consecutive absences will trigger the Required Parent Conference (RPC) procedure. Habitual truancy will be reported to the state. Non-compliance to school attendance requirements and procedures will result in students being withdrawn from the program.

Please see the Nevada Revised Statutes section in this handbook for specific laws and consequences pertaining to school attendance.

Prearranged Absences

There are times when it is necessary for students to have a prearranged absence. Absences from school hinder academic progress and parents are asked to keep these absences to a minimum. Parents/Guardians must submit a written request to the school in advance of the absence. Forms are available in the school office. The first two weeks of a prearranged absence may be approved. The student is responsible for completing the assigned work in a timely manner. Any prearranged

absence longer than two weeks shall have the first two weeks approved and the remaining days marked unapproved. The maximum number of prearranged absences is ten days per semester.

Make-Up Work for Absences

Students will be able to make up all work missed. If the absence was approved, full credit will be granted for all make-up work. If the absence was unapproved, the teacher may grant only partial credit for make-up work. All make-up work must be completed and turned in by the student's next scheduled face-to-face visit unless other arrangements are made with the administration. Make-up work must be submitted in addition to the current week's assignments. Students who are out of school due to Out-of-School Suspension are expected to make up missed work.

Attendance Policy / Cancellation Procedures

Unless otherwise provided by law, each parent or guardian having control or charge of any child between the ages of 7 and 18 shall send the child to school during all the time the school is in session (NRS 392.040). All students enrolled at TEACH LV Charter Schools are subject to all state attendance laws as well as policies and procedures set by TEACH LV Charter Schools.

Parents must follow the following procedures when a student is absent:

- Written notification must be received by the office and a courtesy copy emailed to your student's teacher within three days of the absence. Example: If your student is scheduled to attend class on Monday and class is missed, notification must be received by Thursday at 4:00 p.m.
- The notification must include the first and last name of the student, grade, date of absence, and reason for absence.
- The notification can be brought to the office in person.
- Absences that are not approved or verified with a written notification within three days will be considered an unapproved absence and the student will be considered truant from school.

The following absences are considered approved absences:

- The student is physically or mentally unable to attend school, or the absence is related to the student's disability and the course work has been completed.
- The principal or principal's designee has given approval for an unavoidable absence due to an emergency.
- The student is absent due to a required court appearance or a religious holiday.
- The absence has been prearranged pursuant to the request of a parent or legal guardian prior to the absence and does not exceed the allowable ten (10) arranged days per semester.

Please note that sickness in the immediate family (parents, siblings, etc.) does not qualify for an approved absence.

All unapproved absences will result in truancy (see the truancy section in the handbook below). TEACH LV Charter Schools has the right to withdraw any student with excessive or inconsistent attendance on campus and in the online environment.

Truancy Policy

TEACH LV Charter Schools follows the following procedures with regards to student truancy.

Truancy #1

- The teacher discusses the absence with the parent in person, by phone, or by email.
- The first truancy letter is mailed. Parents may send written communication to the school within three days. If the absence is approved, the letter can be disregarded.
- K-7 parents must also courtesy copy the written communication to their teacher.

Truancy #2

- The teacher discusses the absence with the parent in person, by phone, or by email.
- The second truancy letter is mailed to the home. Parents may send written communication to the school within three days. If the absence is approved, the letter can be disregarded.
- K-7 parents must also courtesy copy the written communication to their teacher.
- A phone call, site visit or Required Parent Conference (RPC) with school personnel is activated.

Truancy #3 (Habitual Truant)

- The teacher discusses the absence with the parent in person, by phone, or by email.
- The third truancy letter is mailed to the home with notification of an RPC. The parent/guardian will be required to attend a mandatory meeting with administration. The student cannot attend weekly visits and access to online curriculum may be suspended until the meeting has occurred.
- A specific plan will be developed for the student and parent to prevent further absences.

Habitual truancy is serious and violates state attendance laws. Non-compliance with school interventions may result in one or more of the following: student is withdrawn from TEACH LV, student is reported to local or state agency, parent is reported to local agency for educational neglect.

Tardy Policy

Students are expected to arrive on time and remain present during the entire visit. Students who arrive more than five minutes late may be reported as tardy. It is understood that there may be circumstances that may occasionally prevent a student from arriving on time. However, repetitive tardiness is not permitted. Habitual tardiness may result in a conference between the parent and administration, an RPC, a student suspension, and/or a specific plan for the student and parent to prevent further absences.

Leaving School or Weekly Visits Early

If a student must be picked up prior to dismissal, adults must show identification and sign the student out. That adult must be a parent or guardian whose name appears on the student's school record, or another adult also listed in "household" or the student will not be released. Siblings who are under the age of 18 and may be listed in the household will not be permitted to check a student out early.

STUDENT AND PARENT POLICIES AND PROCEDURES

Transportation and Food

Parents are responsible for arranging transportation to and from TEACH LV. Since TEACH LV has students from all areas of the Las Vegas valley, we encourage families to carpool.

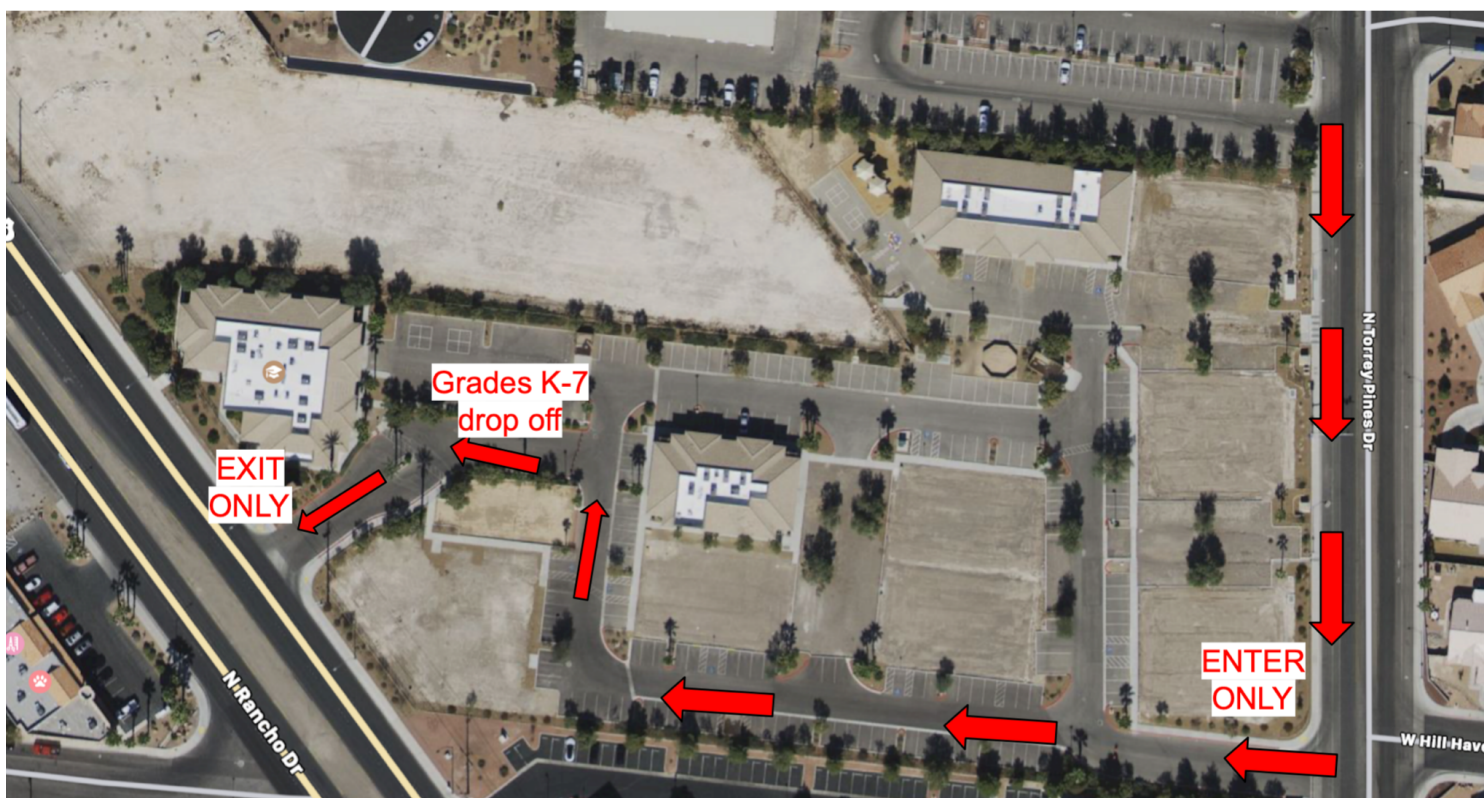
Breakfast and Lunch will be provided to every student. Students can also bring their own bagged lunches to school in place of the provided school lunch. Please indicate on your student health form if your student has any food allergies. During breakfast and lunch, students with food allergies will be provided a separate lunch table to ensure their safety.

Parking and Traffic Flow

We ask that parents follow our designated traffic pattern of entering the TEACH LV parking lot from the eastern entrance of Torrey Pines Drive and exiting on to Rancho Drive.

Morning Drop off:

All students will enter the campus and proceed directly to the multipurpose for breakfast upon arrival on campus. Students should not be on campus before 7:20 a.m. and will be considered tardy upon arrival after 7:40 a.m. The TEACH Las Vegas Campus is a closed campus in the morning. If you need individual assistance, please stop in the front office or schedule an appointment with your child's teacher.



Afternoon Pick up: At the end of the school day, students should meet at the line of the youngest child in the carpool.



Students in all grades will be picked up in the loading area on the south side of the building.

Parents should not begin 'staging' for pick up until after 2:25 p.m. If you attempt to stop/stand in our car loop before 2:25, you will be asked to move. Please display a sign in your front window with the teacher and child's name of the youngest child in the carpool (see sample). Please use the colored cardstock provided by the school. Students will be escorted to your vehicle. If you choose to have your child meet you in another location, you must notify your child's teacher that you give permission for them to leave campus. This is for your and your child's safety.

If the youngest child in your carpool is in . . .

- KINDERGARTEN: Teal Sign
- 1st GRADE: Red Sign
- 2nd GRADE: Orange Sign
- 3rd GRADE: Yellow Sign
- 4th GRADE: Green Sign
- 5th GRADE: Blue Sign
- 6th GRADE: Purple Sign
- 7th GRADE: White Sign

EXAMPLE:

TEACHER
Student's Name

Parents are solely responsible for getting students to and from school. This includes but is not limited to transportation and all communication between parent and student regarding their arrival to and departure from campus. Students are not permitted to stay anywhere in the parking lot after dismissal. For everyone's safety, adhere to the procedures for drop off, pick up and parking and always maintain patience and caution.

The speed limit in the parking lot is 5 MPH.

Do not block the flow of traffic.

Remain in the car when waiting in drop-off/pick-up lanes.

Do not pass cars when students are getting in or out of the vehicle.

Always watch for traffic and pedestrians and use caution backing out of spots.

Be patient and remain calm.

*Late pick up of students will activate an RPC.

*Drivers are solely responsible for traffic incidents/accidents in the parking lot.

*There is no smoking permitted in the parking lot or anywhere on school grounds.

Visitors/Volunteering

We believe that parent/guardian involvement is a crucial part of a child's education. All parents/guardians of children registered at TEACH Las Vegas are not required to volunteer but are encouraged to volunteer and participate in school activities. Parents volunteering in the classroom must be pre-arranged, adhere to our school rules and never share student's personal information. TEACH LV Charter Schools utilizes a security and badging system for all visitors who enter the school beyond our lobby. This system searches publicly available records by name. All visitors who enter the school building must check in at the designated elementary/middle school office to receive a visitor's badge. Each visitor must present a picture ID (driver's license or state ID) that will be scanned prior to the issuance of the visitor badge. Students are not allowed to bring visitors to onsite classes (visiting relatives, friends from other schools, etc.).

ALL volunteers with unsupervised contact must be fingerprinted and pass a criminal background check. For those volunteers who will have unsupervised contact with students starting on August 1, 2019, a background check including fingerprinting, and

acknowledgment as being a mandatory child abuse reporter will be required every three (3) years. In order to complete these steps, volunteers must contact Edith Morales, Office Manager, to inform the school that they wish to undergo fingerprinting. At this time Ms. Morales would provide the volunteer with the address of our contracted fingerprinting agency and have the volunteer complete the acknowledgement form and a waiver.

Leaving Messages/Student Inquiries

Please do not call the office to leave a message for your student. A message to a student involves a possible violation of the Family Educational Rights and Privacy Act (FERPA). There is no way to verify the legal parent or guardian for a phone message. If you have an emergency and must contact your child, please come to the office, and provide identification. For non-emergencies, please plan.

The school recognizes that TEACH LV is not a zoned school and that parents may live many miles from campus. To protect the privacy of students, TEACH LV employs information safety procedures concerning all matters outside of general school information. Should you require information that is specific to your child, you may be subject (not limited) to the following requests and procedures:

- Have the student identification number ready when speaking with anyone about your student.
- Be prepared to show, email, or fax your personal identification to the school.
- Be prepared to come to the school when staff members indicate they cannot communicate certain information over the phone.
- Once at the school, check in and check out of the office if you will be inside the building beyond our lobby.
- Wear your temporary ID in a visible place on your clothing.

Please be patient with our staff during all identification procedures. Our goal is to provide you with the best customer service while we safeguard student information.

Please, keep all household information current, including email, home address, and phone numbers. Fill out all necessary forms when granting permission and rights to others who can speak on behalf of your student.

Pupil Information/Change of Address

If your last name, street address, email, or telephone number changes at any time during the school year, notify the office immediately. It is very important to keep records up to date and also to be able to contact a parent or guardian in the case of an emergency. The student information change form is available in the office. Forms must be submitted with proper identification.

Health Office/Immunizations

In accordance with Nevada Revised Statute 392.435, unless a student is excused because of religious belief or medical condition, a child may not be enrolled in [insert school name], a public charter school, unless the student's parents or guardian submit to the registrar of the school a certificate stating that the child has been immunized against diphtheria, pertussis (whooping cough), tetanus, poliomyelitis (polio), rubella (German measles), rubeola, and other such diseases as the local Board of Health or State Board of Health may determine, and has received proper boosters for that immunization, or is complying with the schedules established pursuant to NRS 439.550, which are as follows:

5 DTaP/DPT (Minimum age: 6 weeks) if series was started before age 7

- 1st and 2nd dose & 2nd and 3rd dose must be separated by 4 weeks
- 5th dose not needed if 4th dose given on or after 4th birthday
- Final dose at least 6 months after the previous dose (on or after the 4th birthday)
- See Tdap for catch up schedule if series started age 7 or older**

2 Hepatitis A (Minimum age: 12 months)

- 2nd dose must be given at least 6 months after the 1st dose.
(Required for students new to Nevada or District after July 1, 2002)

3 Hepatitis B (Minimum age: Birth)

- 1st and 2nd dose must be separated by 4 weeks
- 2nd and 3rd dose must be separated by at least 8 weeks
- 3rd dose at least 16 weeks after the 1st dose. (Minimum age for 3rd dose: 24 weeks) (Required for students new to Nevada or District after July 1, 2002)

2 MMR (Minimum age: 12 Months)

- 1st and 2nd dose must be separated by at least 4 weeks
- 2nd not required until on or after the 4th birthday, but may be given sooner if separated by at least 4 weeks

4 Polio/IPV/OPV (Minimum age: 6 weeks)

- 1st and 2nd dose & 2nd and 3rd dose must be separated by 4 weeks
- 4th dose not needed if 3rd dose given on or after 4th birthday
- If both OPV and IPV were administered as part of a series, a total of 4 doses are needed regardless of child's age
- Final dose at least 6 months after the previous dose (on or after 4th birthday)

1 Tdap **

- Required for 7th grade enrollment and all students grade 8th – 12th
**Catch up schedule – Students age 7 or older, who are not immunized with the childhood DTaP/DPT vaccine series, should receive Tdap vaccine as the initial dose in the catch up series. If additional doses are needed, use Td vaccine.
- months of age. Dose 3 and 4 must be 6 months apart.
- A total of 3 doses DTaP/DTP/Td/Tdap combination is needed if the first dose is given at 12 months and older. Dose 2 and 3 must be 6 months apart.

1 MCV4/Meningitis

- A child enrolling in seventh (7th) grade in a Nevada public or private school after June 30th, 2017 must receive an immunization against Neisseria meningitidis (meningitis) in the form of a quadrivalent meningococcal conjugate vaccine (MCV4).
- The child receiving at least one dose of MCV4 on or after age 10 years of age is considered compliant.
- This new requirement does not apply to students enrolled in a Nevada public or private school before July 1st, 2009 but does apply to students new to Nevada in grades 8-12.

2 Varicella/Chicken Pox (Minimum age: 12 months)

- 1st and 2nd dose should be separated by at least 3 months for age ≤ 12 years, however dose is valid if separated by 4 weeks.
- 13 years and older 1st and 2nd dose must be separated by 4 weeks.
- Physician verification of past disease required for exemption
(Required for students new to Nevada or District after July 1, 2011)

The certificate must show that the required vaccines and boosters were given and must bear the signature of a licensed physician or the physician's designee or a registered nurse or the nurse's designee, attesting that the certificate accurately reflects the child's record of immunization.

Conditional Enrollment – A child may enter school conditionally if the parent or guardian submits a certificate from a physician or local health officer that states the child is receiving the required immunizations. If a certificate showing the child has been fully immunized is not submitted within 90 school days of the conditional enrollment, **THE CHILD WILL BE EXCLUDED FROM SCHOOL AND THE CHILD'S SEAT AT THE SCHOOL WILL BE RELEASED.**

The certificate showing proper immunization or the certificate for conditional enrollment must be received by the school no later than 3:00pm on the school day prior to the first day the child is scheduled to attend his or her first class at [insert school name]. **FAILURE TO DO SO WILL RESULT IN THE CHILD'S SEAT AT THE SCHOOL BEING RELEASED.

Student from Out-of-State – For a child that is transferring from out of State due to military transfer of the child's parent, the parents must submit a certificate signed by a physician or a local health officer showing:

- 1) If the Nevada immunization requirements shown above can be met with one visit to a physician or clinic, a certificate showing full immunization must be submitted within 30 days of enrollment; or
- 2) If the certificate shows that the Nevada immunization requirements shown above cannot be met with one visit to a physician or clinic, a certificate showing the student is receiving full immunization must be submitted within 30 days of enrollment. The parent must then submit a second certificate showing full immunizations within 120 of enrollment.

****FAILURE TO SUBMIT THESE REQUIRED CERTIFICATES IN THE TIME FRAMES INDICATED WILL RESULT IN THE CHILD BEING EXCLUDED FROM SCHOOL AND THE CHILD'S SEAT AT THE SCHOOL BEING RELEASED.**

Students who become ill at school will be sent to the school health aide. The parent/guardian will be contacted if the student cannot return to class. For the protection of each student, adults must show identification and sign the student out. That adult's name must be on the student's school record, or the student will not be released.

If your child requires medication during their weekly in-school class session, please contact the school health aide or office manager for necessary procedures.

Police Visitation/Use by School

It is the philosophy and belief of the administration at TEACH LV Charter Schools that the responsibility for dealing with student discipline violation rests with the school. Thus, every effort will be made to deal with issues in-house, according to the policies and procedures established by the school. However, the police will be called to assist when violations of state laws or municipal ordinances occur or when security of persons or property appears to be in jeopardy.

Student Dress Code

It is the parent's responsibility to ensure that students come to school clean and properly dressed. Apparel must meet with health and safety codes, be in good repair, and be considered appropriate for the educational process. Any questions concerning appropriateness of dress will be handled on an individual basis.

The following provides a general guideline for *appropriate* student dress:

- Shirts must cover the student's shoulders as well as meet the top of the student's bottom garment (pants, shorts, skirts).
- Shirts must cover the student's front and back. Shirts with shoulder straps must be as wide as three fingers.
- Shoes with soles must be always worn. Open-toed footwear is discouraged due to safety concerns.

The following provides a general guideline for *inappropriate* student dress:

- Clothing that is distracting or that promotes materials or ideology that is illegal, divisive, disrespectful, or otherwise unprofessional
- Clothing that is obscene, suggestive, or which advertises alcohol or tobacco products
- Clothing that is unnecessarily distracting to the learning environment (Examples: Cut-up jeans, low-cut shirts, mesh shirts with no undergarments, tank tops, "overly short" shorts, or undergarments visible as outer garments)
- Pajamas, slippers, flip flops, Halloween costumes, costume wigs, large and/or distracting hats, and masks (except for specifically themed special events, classroom assignments and Spirit Weeks)
- Clothing that indicates that a student or parent has membership in or an affiliation with gang associated or criminal activities

Student Telephones

A student telephone is located inside the school office.

Mobile phones must be turned off and put away during classes. If a mobile phone is activated either by an incoming or outgoing call or is visible during class, the student will be given a warning. If the phone continues to be a distraction to the learning environment, the phone will be given to an administrator after a teacher/student discussion has taken place. The mobile phone will be returned to the student before they leave campus.

Money and Valuables/Lost and Found

Please do not bring large amounts of money to school. Expensive items and personal electronics should not be brought to school. All personal items should be always in possession of the owner. The school cannot accept responsibility for stolen money or other items.

The lost and found department is in the main office. Please check with the receptionist for any lost items.

Student Activities and Field Trip Policies

School sponsored activities that take place on campus or in locations other than TEACH LV's campus are governed by the same policies and regulations as those during normal school attendance. The policies concerning dress code, behavior, transportation, the use of tobacco and other controlled substances, communication with the teacher and office staff, mobile phones, the possession of money and valuables, and food/drink are all in force, unless specifically altered for the event (i.e., the food and drink policies may be changed if the activity is seeing a movie at a movie theater.)

Posters and Announcements

Any posters or announcements to be displayed on the TEACH LV Charter School campus must be approved by an administrator.

Fire Drills/Shelter in Place Drills/Safety Drills

The signal for a fire drill is the sounding of a shrill fire horn. Your cooperation is needed to clear the building as efficiently and safely as possible. Use the exit posted on the emergency exit map in the classroom while carefully following teacher instructions. Students are to remain outside the building until a signal is given. For shelter-in-place and all other safety drills, follow your teacher's instructions.

It is expected that parents and other adults that are visiting campus or waiting in the lobby, fully participate in these events whether they are a drill or an actual emergency.

Student Property Searches

Desks, lockers, computers, or other items that belong to TEACH LV Charter Schools, to which students are allowed a limited right of use, are subject to search at any time. Students shall be given prior notice that they have no expectation of privacy when using school-assigned property and that routine searches may be expected.

Searches of a student's person or possessions while at school must be reasonable and must follow TEACH LV Charter School's written policy.

**TEACH LV Charter School of Nevada
Disciplinary Procedures
2021-2022**

TEACH LV Charter Schools of Nevada has established the following discipline plan for the restorative and progressive discipline of pupils and onsite review of disciplinary decisions. Restorative justice means nonpunitive intervention and support provided by the school to a pupil to improve the behavior of the pupil and remedy any harm caused by the pupil (AB 168). Restorative disciplinary practices include holding a pupil accountable for his or her behavior; restoration or remedies related to the behavior of the pupil, relief for any victim of the pupil; and changing the behavior of the pupil (SB 89). The plan was approved by the TEACH LV Board of Directors and developed with the input and participation of site administrators, teachers, other educational (counselors, strategists, social workers, special education, and specialists) and support personnel, and the parents and guardians of pupils who are enrolled in the school. The plan has been developed in accordance with written rules of behavior prescribed in NRS 392.463, NRS 392.4644, and NRS 392.466.

It includes, without limitation, provisions designed to address the specific disciplinary needs and concerns of TEACH LV Charter Schools. The plan provides for the temporary removal of a pupil from a classroom in accordance with NRS 392.4645. This plan was reviewed, and revisions suggested and submitted to the TEACH LV Board of Directors by the Discipline Committee, consisting of administration, teachers, other educational personnel, support staff personnel, and parents. A copy of this plan is provided for every staff member and is included in the student/parent handbook, which is posted electronically on the school website for public inspection.

TEACH LV Charter School of Nevada holds the following beliefs and policies concerning student disciplinary procedures.

- ❖ Each student is a person deserving of the opportunity to correct their wrongdoings and to learn from their mistakes.
- ❖ Each staff member develops positive relationships with students, helping create a supportive environment where students thrive personally and academically.
- ❖ Students are held accountable for his or her behavior.
- ❖ A fair and thorough investigation will be conducted, including an attempt to discover underlying issues associated with the offense.
- ❖ A plan of action based on restorative justice will be designed for students with the goal to address underlying issues associated with the offense, change and/or improve the behavior of the student and remedy or "make right" any harm caused by the student to others.
- ❖ The feelings of the person harmed by a student's behavior or actions must be considered in the plan of action.
- ❖ Continued support will be provided to both the person harmed and the offender.
- ❖ Search methods and investigatory techniques must comply with the appropriate OCS policies and regulations.
- ❖ The Restorative Plan of Action, including progressive disciplinary action, must be commensurate with the severity of the offense(s).
- ❖ A student's Restorative Plan of Action, academic and disciplinary chronology must be considered, except in the event of mandatory expulsion offenses as provided for in Nevada Revised Statutes.
- ❖ The school's administration is provided, by TEACH LV's Board of Directions, with the authorization and discretion to make and implement disciplinary decisions and interventions,

including but not limited to, suspension and recommendations for expulsion, except for mandatory expulsion offenses required by Nevada Revised Statutes, for all general education students over and not including the age of ten (10) years of age. The Board of Directors must review the circumstances and approve suspensions and expulsions of students with IEPs and students under the age of eleven (11).

- ❖ Such interventions may include, but are not limited to, the following: Restorative Plan of Action, behavior contract, group and individualized counseling, Required Parent Conferences (RPC), temporary assignment to an alternative placement, intervention with social workers, parent conferences, and attendance notification.
- ❖ RPC means that either a student-administrator conference (in the case of a student who is 18 or older) or a parent-student-administrator conference will take place. At the time of notice, the school administrator will specify if the required meeting must be held **prior to the student's return** to campus OR if the student **may continue to attend** school on campus until the meeting is held.
- ❖ The student should be present whenever possible.
- ❖ All parent conferences held because of student disciplinary issues will include students/parents being given notice of the charges against him or her, an explanation of the evidence, and an opportunity for the administrator to hear information and a defense from the student/parent (a hearing). A parent conference must be held prior to a suspension.
- ❖ TAP means Temporary Alternative Placement, which can be either off-site in the online environment only or can be onsite with the direct supervision of a teacher, the school counselor, the school social worker or the school administrator. The TAP will not include the use of technology if the disciplinary issue has violated the TEACH LV Charter School's Acceptable Use Policy. Students who violate the OCS Acceptable Use Policy will access the curriculum offline until such time it is approved by the OCS Administration to return to the online educational setting.
- ❖ Every attempt must be made to contact a parent/guardian for each significant offense. Parents must be provided with written notification for all Restorative Plans of Action and disciplinary actions.
- ❖ Suspensions may be assigned at the discretion of the principal, up to a maximum of ten school days, for general education students over the age of eleven (11). Students with IEPs may be assigned suspensions up to a maximum of five (5) school days for each occurrence of misconduct, with the review and approval of the Board of Directors.
- ❖ Referrals of expulsion require formal due process. Due process includes a parent conference, which will include notice of the charges against the student, an explanation of the evidence, an opportunity for the administrator to hear information and a defense from the student/parent (a hearing), and an opportunity for appeal. An appeal can be made to the Superintendent of TEACH LV Charter Schools, and then to the Board of Directors of TEACH LV Charter Schools.
- ❖ If the administrator believes a crime may have been committed, law enforcement must be notified. Records of police involvement must be requested and maintained. Any criminal action taken by law enforcement is separate, and not always parallel to administrative action taken by the school.
- ❖ **For special education and 504 students**, IEP behavior plans, and other modifications must be followed in accordance with state and federal law. Additionally, a manifestation determination and functional behavioral assessment must be conducted if the student's behavior is, or will potentially, inhibit the student's access to FAPE.

Possession of a Firearm or Dangerous Weapon

- ❖ A student who is found to be in possession of a firearm or dangerous weapon will be removed from the school immediately upon being given an explanation of the reason for the removal and pending proceedings.
- ❖ The first occurrence of possession of a firearm or dangerous weapon (as defined in NRS 392.466.11 (b) and (c)) requires a mandatory one-year minimum expulsion from TEACH LV Charter School. A second occurrence requires a permanent expulsion from the school. (NRS 392.466.3).
- ❖ For students with IEPs, see section labeled Special Education Students.

Removal to Another School

- ❖ If TEACH LV is unable to retain a student due to safety concerns OR if it is not in the best interest of the student, the student may be suspended, expelled, or returned to the Clark County School District for placement in a school.

Students Charged with a Crime

- ❖ If a student has been charged with a crime, the TEACH LV Board of Directors may authorize the expulsion, suspension, or removal of a student regardless of the outcome of criminal or delinquency proceedings ONLY if the school (1) conducts an independent investigation of the student's conduct, AND (2) gives notice to the student of the charges brought by the school against the student.

HABITUAL DISCIPLINARY PROBLEM CRITERIA

- ❖ A student will be considered a Habitual Disciplinary Problem if written evidence documents that within one school year the student has:
 1. Threatened or extorted, or attempted to threaten or extort, another student or school employee two or more times; or
 2. Has a record of five suspensions for any reason
 3. Has not entered and participated in a behavior plan
- ❖ If a student is suspended, the school shall develop a plan of behavior (plan of action based on restorative justice) for the student in consultation with the student and the parents/guardians of the student. The plan must be designed to attempt to prevent the student from being deemed a habitual disciplinary problem.
- ❖ A school must make a reasonable effort to complete a plan of action based on restorative justice prior to the suspension or expulsion of a student deemed a habitual disciplinary problem.
- ❖ If a student is deemed to be a habitual disciplinary problem and is at least 11 years old, the student may be suspended from school for a period not to exceed one school semester as determined by the seriousness of the acts which were the basis for the discipline, or expelled from school under extraordinary circumstances as determined by the principal of the school, if and only if the school has made a reasonable effort to complete a plan of action based on restorative justice.

Habitual Disciplinary Declaration

If at least one elementary school teacher of a pupil or two middle or high school teachers of a pupil enrolled at TEACH LV Charter School request that the principal of the school deem a student a Habitual Disciplinary Problem, the principal will meet with each teacher to review the student's discipline record. If, after the review, the principal determines the student does not meet the criteria of a Habitual Disciplinary Problem, the teacher(s) submitting the request may appeal that determination to the Superintendent of TEACH LV Charter Schools or to the TEACH LV Board of Directors.

Procedures for Criteria # 1

TEACH LV Charter Schools will process threats, extortion incidents, or any attempt thereof using existing bullying and expulsion procedures. However, to be considered a Habitual Disciplinary Problem under current statute, the act of threatening or extorting, or attempting to threaten or extort, must have been documented at least twice during one school year. Habitual Disciplinary Problem language will be included in addition to identifying the infraction when preparing expulsion paperwork. TEACH LV Charter School will provide a written notice seven days prior to declaring a student a Habitual Disciplinary Problem to the parent or legal guardian that contains:

- 1) A description of the act(s).
- 2) Dates on which the act(s) were committed.
- 3) An explanation that pursuant to NRS 392.466, a student declared a Habitual Disciplinary Problem may be suspended from school for a period not to exceed one school semester as determined by the seriousness of the acts which were the basis for the discipline or expelled from school under extraordinary circumstances as determined by the principal and the Superintendent of TEACH LV Charter Schools.

A student who is determined to have documented infractions in the progression of those identified under statute relevant to Habitual Disciplinary Problem may enter into a voluntary plan of behavior (restorative plan of action) designed to prevent the student from being deemed a Habitual Disciplinary Problem and may include, without limitation:

- 1) A plan for graduating if the student is credit deficient and not likely to graduate according to schedule
- 2) Information on alternative schools
- 3) A voluntary agreement by the student and parent/guardian to attend counseling
- 4) A voluntary agreement by the student and the parent/guardian for the student to attend summer school or other credit retrieval programs offered by TEACH LV Charter School.

If the student commits the same act for which the notice was provided after he/she enters into a plan of behavior (restorative plan of action), the student shall be deemed to have not successfully completed the plan of action and may be deemed a Habitual Disciplinary Problem.

Procedures for Criteria #2

Following a student's fourth suspension, TEACH LV Charter Schools will provide written notice to the parent or legal guardian that contains:

- 1) Description of the act committed by the pupil.
- 2) Date the act was committed.

- 3) An explanation that if the student is suspended five times within one school year, the student will be deemed a Habitual Disciplinary Problem.
- 4) An explanation that pursuant to NRS 392.466, a student declared a Habitual Disciplinary Problem may be suspended from school for a period not to exceed one school semester as determined by the seriousness of the acts which were the basis for the discipline or expelled from school under extraordinary circumstances as determined by the principal of the school.

If the referral is contested, due process will occur. The last level of appeal for these students is the Superintendent of TEACH LV Charter Schools.

Plan of Behavior/Restorative Plan of Action Prior to Declaration

Before a student is deemed a Habitual Disciplinary Problem, if, within one school year, a student is suspended one time for threatening or extortion, or attempting to threaten or extort, another student or school employee; or if the student has been suspended four times, a plan of behavior/restorative plan of action will be developed with the parent and student. A student may enter one plan of action per school year. The plan, without limitation, may include a voluntary agreement for:

- 1) A plan for graduating if the student is credit deficient and not likely to graduate according to schedule
- 2) Information on alternative schools
- 3) A voluntary agreement by the student and parent/guardian to attend counseling
- 4) A voluntary agreement by the student and the parent/guardian for the student to attend summer school or other credit retrieval programs offered by TEACH LV Charter School.

If the student violates the conditions of the plan of behavior/restorative plan of action or commits the same act for which notice was provided (i.e., commits a second extortion or attempted extortion; or receives a fifth suspension) after he/she enters into a plan of action, the student shall be deemed a Habitual Disciplinary Problem.

The parent/legal guardian of a student who has entered a plan of action may appeal the contents of the restorative plan of action to the Superintendent of TEACH LV Charter Schools.

Due Process Notification

TEACH LV Charter Schools will provide due process notification to each parent at least seven days before the school deems the student a Habitual Disciplinary Problem.

AB 521 REFERRAL

AB 521 is an option teachers have for a student who has engaged in behavior that seriously interferes with the ability of the teacher to teach and the other students to learn. Before a student's behavior reaches this level of severity, the teacher must attempt to correct the student's behavior through intervention and progressive discipline. According to AB 521, progressive discipline must be followed in the classroom before requesting that a student be temporarily removed. Teachers will complete the following interventions before submitting an AB 521 referral:

1. Conference with the student.
2. Parent contact by phone.
3. If the student's family has no phone, a copy of the parent contact form must be mailed home.
4. Counselor/Social Worker referral.
5. Referral to school administrator for disruptive behavior.

These steps must be documented, and documentation must be submitted with an AB 521 referral.

Assembly Bill 521 (Temporary removal of a student)

The TEACH LV Charter School of Nevada Discipline Plan provides for the temporary removal of a student from a classroom if, in the judgment of the teacher, the student has engaged in behavior that **seriously** interferes with the ability of the teacher to teach the other students in the classroom and with the ability of the other students to learn.

Progressive discipline will be followed within the classroom as explained and may include such things as verbal warning, parent contact, counselor/school social worker referral, and administrative referral. If a student is removed by the teacher, the administrator will explain to the student the reason for the removal, and the student will have an opportunity to respond. The administrator will contact the parent within 24 hours. A temporary, alternative placement (off-site in the online environment only OR be onsite with the direct supervision of a teacher, the school counselor, the school social worker, or the school administrator) will be given to the student unless the student is suspended or expelled for disciplinary action.

A conference with the student, parent, administrator, and teacher will be held within three days of the incident. Since it was the teacher that ordered the removal of the student, not the administrator, during the conference, the teacher must provide a rationale for the reasons for the removal, and the parent must be given an opportunity to respond. Upon completion of the conference, the administrator will recommend whether the student returns to the classroom or remains in alternative placement for additional time. If the administrator recommends that a student be returned to the classroom from which he/she was removed and the teacher who removed the student does not agree with the recommendation, the administrator shall continue with the temporary alternative placement and will immediately convene a meeting of the AB 521 Committee. The parent will be informed of the meeting.

The committee will convene to review temporary alternative placement. If the committee membership includes the teacher who removed the student, that teacher shall not participate in the deliberation on that case. The AB 521 Committee will review the circumstances of the student's removal and behavior. Based upon its review, the committee shall assess the best placement available for the student and shall, without limitation 1) Direct that the student be returned to the classroom from which he was removed; 2) Assign the student to another classroom; 3) Assign the student to continue in an alternative placement (TAP) 4) Recommend suspension or expulsion in accordance with NRS 392.467; or 5) Take any other appropriate disciplinary action that the committee deems necessary.

SPECIAL EDUCATION STUDENTS

1. A student with an IEP who is at least 11 years old may be removed from a school, suspended, or expelled only after the TEACH LV Charter School Board of Directors has reviewed the circumstances and determined that the action is in compliance with the Individuals with Disabilities Education Act (IDEA), except in the case of possession of a firearm or dangerous weapon by a student.

2. Suspension of a student with an IEP is limited to 1-5 days for each occurrence of misconduct.
3. As with general education students, a student with an IEP who is younger than 11 years old must not be permanently expelled except under extraordinary circumstances, in which case a school may request an exception to this prohibition from the district Board of Trustees.
4. If a student with an IEP has committed battery of an employee of a school, the employee may appeal the plan of action based on restorative justice if (1) the employee feels that any action taken pursuant to the plan are inappropriate; and (2) the TEACH LV Board of Directors has reviewed the circumstances and determined that the appeal is in compliance with Individuals with Disabilities Education Act (IDEA).
5. A student with an IEP who is at least 11 years old who is found to be in possession of a firearm or a dangerous weapon may be removed from the school immediately upon being given an explanation of the reasons for their removal and pending proceedings. A student with an IEP who is ten (10) years older and younger cannot be removed from school immediately; this age limitation does not apply to general education students.

Education of Homeless Children and Youth

Overview

Homelessness can be broken down into four categories: Chronic, Episodic, Transitional, and Hidden.

Definition of Homeless

Subtitle VII-B of the McKinney-Vento Homeless Assistance Act (per Title IX, Part A of the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act) defines homeless as follows:

The term "homeless children and youths"--

(A) means individuals who lack a fixed, regular, and adequate nighttime residence (within the meaning of section 103(a)(1)); and

(B) includes--

(i) children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;*

(ii) children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings (within the meaning of section 103(a)(2)(C));

(iii) children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and

(iv) migratory children (as such term is defined in section 1309 of the Elementary and Secondary Education Act of 1965) who qualify as homeless for the purposes of this subtitle because the children are living in circumstances described in clauses (i) through (iii).

Educational Rights and Supporting Youth Experiencing Homelessness

- McKinney-Vento Act requires youth experiencing homelessness must be immediately enrolled with or without academic and non-academic student information/records, e.g. health, residency, special education, or guardianship.
- McKinney-Vento supports youth experiencing homelessness with, clothing, transportations, dues/fees to participate in clubs/after-school activities, and other situational academic needs
- Establish and maintain multiple modes of communication and access to students, phone/text,

email, face-to-face, trusted classmates, community based/out-of-school organizations, and other adults/teachers.

- Statewide collaboration – State Education Agency (SEA), Local Education Agency (LEA), Community Based Organizations (CBOs), and homeless advocates meet, share information, inform/collaborate on policies and procedures, support/develop leadership opportunities for students, destigmatize homelessness, and other efforts that proactively address youth homelessness.
- Collect, analyze, and interpret academic and non-academic data to inform proactive planning, strategies, and policies to maximize current, and build new systems of support for youth experiencing homelessness.

TEACH LV Charter School Restorative Discipline Plan

The Restorative Plan of Action is a list of the concrete agreements (or actions) that come out of restorative practices (most typically harm circles, circles of support, or re-entry circles and restorative conferences).

Criteria for the Restorative Action Plan shift our responses from behaviors and punishment to repairing a harm. It should include 3 elements:

- 1) Restoration: Actions to be taken to repair the harm – the hurt, to “make it right” as much as possible in ways that address the needs and priorities of the victims and affected community members.
- 2) Reintegration: Actions taken to re-connect and re-engage offenders—those whose behavior have harmed or hurt relationships. Healing actions.
- 3) Support and nurturing strategies: Actions to be taken to strengthen connections to supportive persons and communities. Actions to be taken to strengthen wrongdoers and reduce the likelihood the behavior will be repeated.

Restorative Actions are developed collaboratively and engage the person(s) who have done harm, and person(s) impacted by the harm. It may also include family, friends and supports for the harm doer, victims, and community members.

TEACH LV Charter School Restorative Discipline Plan				
	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE	FOURTH OFFENSE
Alcohol Possession/Use (May Involve Police)	RPC/ Possible Restorative Action Plan School Counselor School Nurse (Controlled Substance Under the Age-21)	RPC/ Restorative Action Plan/ Possible SUS School Counselor and/or School Social Worker School Nurse Enrollment in Drug/Alcohol Program	RPC/ SUS/ Possible TAP/ Possible Expulsion School Counselor and/or School Social Worker School Nurse Enrollment in Drug/Alcohol Program	RPC/ SUS Pending Expulsion
Arson (Involve Police)	RPC/ Restorative Action Plan/ SUS/ Possible TAP, Possible Expulsion or RAS	RPC/ SUS Pending Expulsion		
Assault (May Involve Police)	RPC/ Restorative Action Plan/ SUS/ Possible TAP, Possible Expulsion or RAS	RPC/ Review or Revise Restorative Action Plan/ SUS/ Possible TAP/ Possible Expulsion or RAS	RPC/ SUS Pending Expulsion	
Automobile Misuse	RPC/ Possible Restorative Action Plan May Revoke Automobile Privileges	RPC/ Restorative Action Plan/ possible SUS May Revoke Automobile Privileges	RPC/ SUS Revoke Automobile Privileges Possible TAP Enrollment in Driver's Education Class	RPC/ SUS Pending Expulsion
Battery - Student (May Involve Police)	RPC/ Restorative Action Plan/ SUS/ Possible TAP, Possible Expulsion or RAS	RPC/ Review or Revise Restorative Action Plan/ SUS/ Possible TAP/ Possible Expulsion or RAS	RPC/ SUS Pending Expulsion	
*Battery - Employee (May Involve Police)	RPC/ Restorative Action Plan/ SUS/ Possible TAP, Possible Expulsion or RAS	RPC/ SUS Pending Expulsion		

Bullying/Cyber Bullying	Follow ALL NRS 388 Guidelines on Reporting Bullying/Cyber Bullying RPC/ Restorative Action Plan/ Possible SUS School Counselor or School Social Worker	Follow ALL NRS 388 Guidelines on Reporting Bullying/Cyber Bullying RPC/ Review or Revise Restorative Action Plan/ SUS/ Possible TAP School Counselor or School Social Worker	Follow ALL NRS 388 Guidelines on Reporting Bullying/Cyber Bullying RPC/ SUS/ TAP School Counselor or School Social Worker	Follow ALL NRS 388 Guidelines on Reporting Bullying/Cyber Bullying RPC/ SUS/ TAP/ Possible Expulsion
Campus Disruption (May involve police)	RPC/ Restorative Action Plan/ Possible SUS/ Possible TAP/ Possible Expulsion	RPC/ Review or Revise Restorative Action Plan/ SUS/ Possible TAP/ Possible Expulsion or RAS	RPC/ SUS Pending Expulsion	
Classroom Disruption (Minor) see last page	Classroom Progressive Discipline Parent Contact	RPC/Restorative Action Plan	RPC/Review or Revise Restorative Action Plan School Counselor	RPC School Counselor or School Social Worker Possible SUS
Classroom Disruption (Major) see last page	RPC	RPC/Restorative Action Plan Possible SUS School Counselor/Social Worker	RPC/Review or Revise Restorative Action Plan/ SUS/ Possible TAP School Counselor/Teacher	RPC/ SUS/ Possible TAP/ Possible Expulsion or RAS
Computer Misconduct	Minor – RPC/ Restorative Action Plan Major- RPC/ Restorative Action Plan/ Possible SUS/ Possible TAP/ Possible Expulsion	RPC/ SUS/ Possible Expulsion/ Possible RAS	RPC/ SUS/ Possible Expulsion/ Possible RAS	RPC/ SUS Pending Expulsion
Controlled Substance Use or Possession (May involve police)	RPC/ Restorative Action Plan (Controlled Substance)	RPC/ SUS/ Possible TAP/ Possible Expulsion School Counselor School Nurse Enrollment in Drug/Alcohol Program	RPC/ SUS /Possible TAP/ Possible Expulsion School Counselor and/or School Social Worker School Nurse	RPC/ SUS Pending Expulsion

Controlled Substance Sale and/or Distribution (Involve police)	RPC/ Restorative Action Plan/ SUS/ Possible TAP, Possible Expulsion or RAS	RPC/ SUS Pending Expulsion		
Controlled Substance Paraphernalia (May involve police)	RPC/ Possible SUS Parent/Student Administrative Conference (Controlled Substance)	RPC/ SUS/ Possible TAP/ Possible Expulsion School Counselor School Nurse Enrollment in Drug/Alcohol Program	RPC/ SUS /Possible TAP/ Possible Expulsion School Counselor and/or School Social Worker School Nurse Enrollment in Drug/Alcohol Program	RPC/ SUS Pending Expulsion
Disorderly Conduct student profanity/ gestures towards students	RPC/ Possible Restorative Action Plan	RPC/ Restorative Action Plan	RPC/ Review or Revise Restorative Action Plan/ SUS/ Possible TAP	RPC/ SUS/ Possible TAP
Distribution of Porn	RPC/ Restorative Action Plan/ SUS/ Possible TAP/ Possible Expulsion	RPC /TAP or SUS Pending Expulsion		
Dress Code	RPC Student/ Counselor Conference	RPC Counselor/ Parent/ Student Conference - Phone call	RPC Counselor/ Parent/ Student/ Administrative Conference	RPC/ Possible SUS Parent/ Student/ Administrative Conference
Explosive Devices (Involve police)	RPC/ SUS Pending Expulsion			
Fighting Physical and/or Physical and Verbal Altercation	RPC/ Restorative Action Plan/ Possible SUS	RPC/ Review or Revise Restorative Action Plan/ SUS/ Possible TAP/ Possible Expulsion or RAS Counselor and/or School Social Worker	RPC/ SUS/ TAP or SUS Pending Expulsion Counselor and/or School Social Worker	RPC/ SUS Pending Expulsion

Fighting Verbal Altercation	RPC/ Possible Restorative Action Plan Conference with the School Counselor Possible Administrative Conference	RPC/ Restorative Action Plan/ Possible SUS	RPC/ SUS/ Possible TAP	RPC/ SUS/ TAP
Forgery (May involve police)	RPC Possible Restorative Action Plan	RPC/ Restorative Action Plan/ Possible SUS/ Possible TAP	RPC /SUS/ Possible TAP/ Possible Expulsion	RPC/ SUS/ Possible TAP/ Possible Expulsion
Gambling	RPC/ Possible Restorative Action Plan (\$\$ involved)	RPC/ Restorative Action Plan/ SUS School Counselor	RPC/ SUS/ Possible TAP Gambling Program/ Counseling	RPC/ TAP or SUS Pending Expulsion
Gang (fighting)	RPC/ Restorative Action Plan/ SUS/ Possible TAP, Possible Expulsion or RAS	SUS Pending EXP		
Gang Activity (Involve police)	RPC/ Restorative Action Plan/ Possible SUS/ Possible TAP	SUS Pending EXP		
Habitual Disregard of School Rules	RPC/ Possible Restorative Action Plan Parent/Student/Counselor Conference	RPC/ Restorative Action Plan/ Possible SUS	RPC/ Possible SUS/ Possible TAP	RPC/ SUS/ Possible TAP/ Possible RAS
Harassment - Threats towards students Harassment - Sexual	RPC/ Restorative Action Plan Harassment Contract Major-RPC/ Restorative Action Plan/ SUS	RPC/ SUS/ Possible TAP/ Possible Expulsion	RPC/ SUS Pending Expulsion	
Immoral Conduct	RPC/ Restorative Action Plan/ SUS/ Possible TAP, Possible Expulsion or RAS	RPC/ SUS Pending Expulsion		

Incitement (May Involve police)	RPC/ Restorative Action Plan/ SUS/ Possible TAP, Possible Expulsion or RAS	RPC/ SUS/ Possible TAP/ Possible Expulsion	RPC/ SUS/ TAP or Expulsion	RPC/ SUS pending Expulsion
Insubordination/Willful Disobedience	Student/ Teacher/ Administrative Conference Possible Parent Contact – RPC	RPC/ Restorative Action Plan/ Possible SUS	RPC/ SUS/ Possible TAP	RPC/ SUS/ Possible TAP/ Possible Expulsion
Leaving Campus/Class without permission	Student/ Administrative Conference RPC - Notify parents by phone Class - Student/Teacher Conference Campus - Truancy Letter	RPC Campus - Truancy Letter	RPC/ Possible SUS Campus - Truancy Letter	RPC/ SUS / Possible TAP Campus - Truancy Letter
Loitering	Conference Student/ Staff	Conference Student/ Teacher/ Counselor/ Intervention Specialist and Parent Contact	RPC Conference Student/ Teacher /Counselor/ Parent/ Intervention Specialist	RPC Conference Student/ Teacher/ Counselor/ Parent/ Administration/ Intervention Specialist/ Possible TAP
Nuisance Items (Minor) Including use of cellular phones/communication devices during instructional /school time Portable Comm. Devices	Student Conference with Teacher and/or Counselor Request nuisance item, including cell phones, be turned off and out of sight Noncompliance-Student/ Administrative Conference	Student/ Administrative Conference Administrator confiscates nuisance item, including cell phone/portable communication device RPC - Notify parents by phone	RPC Student/ Parent/ Administrative Conference Administrator confiscates nuisance item, including cell phone/portable communication device Parent/guardian to pick up nuisance item	RPC Student/ Parent/ Administrative Conference Administrator confiscates nuisance item, including cell phone/portable communication device Parent/guardian to pick up nuisance item Behavior Contract/Plan
Nuisance Items (Major)	RPC Administrator confiscates nuisance item Parent/guardian to pick	RPC Administrator confiscates nuisance item Confiscate until end of	RPC/ SUS/ Possible TAP Confiscate Item until end of school year	RPC/ SUS/ TAP Confiscate Item until end of school year

	up nuisance item	school year		
Possession of Stolen Property (under \$500) (possible police involvement)	RPC/ Restorative Action Plan/ Possible SUS	RPC/ SUS/ Possible TAP/ Possible Expulsion	RPC/ SUS Pending Expulsion	
Possession of a Weapon (non NRS) (may involve police)	RPC/ Restorative Action Plan/ SUS/ Possible TAP/ Possible Expulsion	RPC/ SUS Pending Expulsion		
Possession of a Firearm or Dangerous Weapon (NRS) (Involve police)	RPC/ SUS Pending Expulsion			
Profanity towards Employee	RPC/ Restorative Action Plan/ Possible SUS	RPC/ Possible SUS/ Possible TAP	RPC/ SUS/ Possible TAP	RPC/ SUS/ TAP
Robbery/Extortion (Involve Police)	RPC/ Restorative Action Plan/ SUS/ Possible TAP, Possible Expulsion or RAS	RPC/ SUS pending Expulsion		
Scholastic Dishonesty	RPC Conference with Teacher/ Administrator	RPC Parent/ Student/ Teacher/ Counselor/ Administrative Conference	RPC/ Restorative Action Plan	RPC/ Review or Revise Restorative Action Plan
Sexual Assault (Involve police)	RPC/ SUS Pending Expulsion			
Spraying Propellants (Tear gas, pepper spray, fire extinguisher) (May Involve Police)	RPC/ Restorative Action Plan/ Possible TAP/ Possible SUS Pending Expulsion	RPC/ SUS Pending Expulsion		

Tardies	Conference Student/ Staff	Conference Student/ Teacher/ Counselor/ Intervention Specialist and Parent Contact	RPC Conference Student/ Teacher /Counselor/ Parent/ Intervention Specialist	RPC Conference Student/ Teacher/ Counselor/ Parent/ Administration/ Intervention Specialist
Threats/Verbal Abuse - Student (May Involve Police)	RPC/Restorative Action Plan/ SUS/ Possible TAP Assess the threat	RPC/ SUS/ Possible TAP/ Possible Expulsion	RPC/ SUS Pending Expulsion	
Threats - Employee (May Involve Police)	RPC/ Restorative Action Plan/ SUS/ Possible TAP, Possible Expulsion or RAS Assess the threat	RPC/ SUS Pending Expulsion		
Theft (May Involve police)	RPC/ Restorative Action Plan/ Possible SUS/ Possible TAP, Possible Expulsion or RAS	RPC/ SUS Pending Expulsion		
Tobacco (Possession and/or Use)	Conference with the counselor RPC Confiscate	RPC Student/ Counselor/ Parent/ Administrative Conference Restorative Action Plan Confiscate	RPC Student/ Parent/ Counselor/ Administrative Conference Confiscate Tobacco Cessation Program/ School Nurse	RPC/ Possible TAP Student/ Parent/ Counselor/ Administrative Conference Confiscate
Tuancy	Phone call home from the OCS Office/Teacher of Record or Intervention Specialist	RPC Follow Intervention Notify DMV Plan-Parent Involvement <ul style="list-style-type: none"> ● Teacher ● Counselor ● Social Worker ● Intervention Specialist 	RPC Follow Intervention Plan-Parent Involvement <ul style="list-style-type: none"> ● Teacher ● Counselor ● Social Worker ● Intervention Specialist 	RPC Follow Intervention Plan-Parent Involvement <ul style="list-style-type: none"> ● Teacher ● Counselor ● Social Worker ● Intervention Specialist
Vandalism/Destruction or Defacing Property (May Involve Police)	RPC/ Restorative Action Plan/ Possible SUS/ Possible TAP, Possible Expulsion or RAS	RPC/ SUS/ Possible TAP/ Possible Expulsion	RPC/ SUS Pending Expulsion	

Minor Classroom Disruptions - Sample minor infractions may include but are not limited to:

- annoying fellow students
- being rude
- disrespectful behavior
- eating or drinking in class
- horseplay
- making derogatory comments
- not following teacher directions
- not paying attention
- off-task
- out of seat
- public display of affection
- running/playing around
- talking back
- talking loudly
- talking out of turn

Major Classroom Disruptions - Sample major infractions may include but are not limited to:

- defiance of school personnel
- disorderly conduct
- interference/obstruction with school personnel exercising assigned duties
- verbal abuse

***Battery – Employee**

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

The TEACH LV Board of Directors must review the circumstances and approve suspensions and expulsions of students with IEPs and students under the age of eleven (11).

Bullying and Cyber-Bullying is Prohibited in Public Schools

Bullying and Cyber-bullying: Bullying is defined as “a willful act or course of conduct on the part of one or more pupils which is not authorized by law, and which exposes a pupil repeatedly and over time to one or more negative actions which is highly offensive to a reasonable person and is intended to cause and actually causes the pupil to suffer harm or serious emotional distress. Cyberbullying is bullying through the use of electronic communication.

Bullying can take many forms, such as hitting, verbal harassment, spreading false rumors, not letting someone be part of the group, eye rolls, rude comments and sending nasty messages on a cell phone, internet or website.

OCS is committed to providing all students and employees with a safe and respectful learning environment in which persons of different beliefs, characteristics, and backgrounds can realize their full academic and personal potential. This type of behavior may result in suspension/expulsion. See our website for additional information. Please refer to the Anti-Bullying Pledge that is signed upon enrollment.

Safe and Respectful Learning Environment: Bullying and Cyberbullying

I. Definitions

A. Definition of Bullying

1. Under NRS 388.122, “bullying” means written, verbal or electronic expressions or physical acts or gestures, or any combination thereof, that are directed at a person or group of persons, or a single severe and willful act or expression that is directed at a person or group of persons, and:
 - a. Have the effect of:
 - (1) Physically harming a person or damaging the property of a person; or
 - (2) Placing a person in reasonable fear of physical harm to the person or damage to the property of the person; or
 - b. Interfere with the rights of a person by:
 - (1) Creating an intimidating or hostile educational environment for the person; or
 - (2) Substantially interfering with the academic performance of a student or the ability of the person to participate in or benefit from services, activities or privileges provided by a school; or
 - c. Are acts or conduct described in paragraph (a) or (b) and are based upon the:
 - (1) Actual or perceived age, race, color, national origin, ethnicity, ancestry, religion, gender identity or expression, sexual orientation, physical attributes, physical or mental disability of a person, sex, or any other distinguishing characteristic or background of a person; or
 - (2) Association of a person with another person having one or more of those actual or perceived characteristics.
2. The term includes, without limitation:

- a. Repeated or pervasive taunting, name-calling, belittling, mocking or use of putdowns or demeaning humor regarding the actual or perceived age, race, color, national origin, ethnicity, ancestry, religion, gender identity or expression, sexual orientation, physical attributes, physical or mental disability of a person, sex, or any other distinguishing characteristic or background of a person.
 - b. Behavior that is intended to harm another person by damaging or manipulating his or her relationships with others by conduct that includes, without limitation, spreading false rumors.
 - c. Repeated or pervasive nonverbal threats or intimidation such as the use of aggressive, menacing, or disrespectful gestures.
 - d. Threats of harm to a person, to his or her possessions, or to other persons, whether such threats are transmitted verbally, electronically, or in writing.
 - e. Blackmail, extortion, or demands for protection money or involuntary loans or donations.
 - f. Blocking access to any property or facility of a school.
 - g. Stalking; and
 - h. Physically harmful contact with or injury to another person or is or her property.
- B. Under NRS 388.123, “cyberbullying” means bullying through the use of electronic communication. The term includes the use of electronic communication to transmit or distribute a sexual image of a minor. As used in this section, “sexual image” has the meaning ascribed to it in NRS 200.737 which is any visual depiction, including, without limitation, any photograph or video of a minor simulating or engaging in sexual conduct, or of a minor as the subject of a sexual portrayal.
- C. Under NRS 388.124, “electronic communication” means the communication of any written, verbal or pictorial information through the use of an electronic device, including, without limitation, a telephone, a cellular phone, a computer, or any similar means of communication.
- D. A student who is a minor who knowingly and willfully transmits or distributes an image of bullying, electronically or using another means, with the intent to encourage, further, or promote bullying:
1. For a first violation is considered a child in need of supervision, as that term is used in Title 5 the NRS.
 2. For a second or subsequent violation, commits a delinquent act, for which a court may order the detention of the minor in the same manner as if the minor had committed an act that would have been a misdemeanor if committed by an adult.

II. Reporting of Bullying and Cyberbullying

A. Students

It is the policy of TEACH LV Charter Schools to encourage students who are subjected to, witness, or overhear incidents of bullying and cyberbullying to report such incidents. Students should report any incident(s) of bullying and cyberbullying to a teacher, counselor, or school

administrator. Students are also encouraged to report knowledge of bullying and/or cyberbullying via the Nevada Department of Education Website under the Bully Free Zone that allows individuals to anonymously report unlawful activities. However, students should be aware that the Website may not be monitored after school hours, or during weekends and holidays.

Please refer to the full text of the provision of [NRS 388.121](#) to [388.1395](#) at the end of this handbook.

Rights and Responsibilities

TEACH LV Schools recognize the following:

- The primary intent of society in establishing the public schools is to provide an opportunity for learning
- The students have full rights of citizenship as delineated in the United States Constitution and its amendments
- Citizenship rights must not be abridged, obstructed, or in other ways altered except in accordance with due process of law; and
- Education is one of these citizenship rights. The liberty of the individual must be thus far limited: the student must not infringe upon the rights of others to an education.

Definitions of Rights and Responsibilities

Students at TEACH LV Charter Schools have the basic constitutional rights guaranteed to all citizens. In exercising these rights, students have a responsibility to respect the fundamental rights of all citizens. One purpose of schools is to encourage the responsible use of these rights and develop good citizenship within the framework of an educational society. The school is a community and the rules of a school are the laws of that community. To enjoy the right of citizenship in the school, students must also accept the responsibilities of citizenship.

This handbook presents the rights and responsibilities of the students in the TEACH LV Charter Schools. It has been written by the school administration and approved by the board of directors.

Right to Freedom from Discrimination Based on Race, Creed, National Origin, Sex, or Physical Disability

It is the policy of TEACH LV Charter Schools to comply with the constitutional right that no person shall be denied the benefits of an educational program on the basis of race, creed, national origin, sex, or physical disability.

If you have complaints in this regard, you are asked to notify Tim Lorenz, Superintendent of Schools, TEACH LV Charter Schools of Nevada.

CODE OF HONOR

There is a clear expectation that all students will perform academic tasks with honor and integrity, with the support of parents, staff, faculty, administration, and the community. The learning process requires students to think, process, organize, and create their own ideas. Throughout this process, students gain knowledge, self-respect, and ownership in the work that they do. These qualities provide a solid foundation for life skills, impacting people positively throughout their lives. Cheating and plagiarism violate the fundamental learning process and compromise personal integrity and one's honor. Students demonstrate academic honesty and integrity by not cheating, plagiarizing or using information unethically in any way.

What is cheating?

Cheating or academic dishonesty can take many forms, but always involves the improper taking of information from and/or giving of information to another student, individual, or other source. Examples of cheating can include, but are not limited to:

- Taking or copying answers on an examination or any other assignment from another student or other source
- Giving Answers on an examination or any other assignment to another student
- Copying assignments that are turned in as original work
- Collaborating on exams, assignments, papers and/or projects without specific teacher permission
- Allowing others to do the research or writing for an assigned paper
- Using unauthorized electronic devices
- Falsifying data or lab results, changing grades manually or electronically

What is plagiarism?

Plagiarism is a common form of cheating or academic dishonesty in the school setting. It is representing another person's works or ideas as your own without giving credit to the proper source. Examples of plagiarism can include, but are not limited to:

- Submitting someone else's work, such as published sources in part or whole, as your own without giving credit to the source
- Turning in purchased papers or papers from the internet written by someone else
- Representing another person's artistic or scholarly work such as musical compositions, computer programs, photographs, drawings, or paintings as your own ● Helping others plagiarize by giving them your work

All stakeholders have a responsibility in maintaining academic honesty. Educators must provide the tools and teach the concepts that afford students the knowledge to understand the characteristics of cheating and plagiarism. Parents must support their students in making good decisions relative to completing coursework assignments and taking exams. Students must produce work that is theirs alone, recognizing the importance of thinking for themselves and learning independently, when that is the nature of the assignment. Adhering to the Code of Honor for the purposes of academic honesty promotes an essential skill that goes beyond the school environment. Honesty and integrity are useful and valuable traits impacting one's life.

Questions or concerns regarding the consequences associated with a violation of the Code of Honor may be directed towards your child's school administration and/or the school district.

Parent Code of Conduct

- Parents are expected to interact with all members of the TEACH LV community (students, staff, and other parents) with respect and courtesy at all times
- Parents are expected to follow TEACH LV parent responsibilities and expectations while on campus or interacting with the TEACH LV community.
- Parents are guests on our campus. All guests must enter the school through a school office and follow all identification and badging procedures for the safety of the school community.
- Failure to meet these expectations will result in an administrative conference and:
 - o the school may feel it necessary to contact the appropriate authorities and if necessary, ban the offending parent from entering the school grounds, or
 - o if creating educational barriers, may result in the ultimate withdrawal of the student from TEACH LV Charter Schools

ACCEPTABLE USE POLICY

Prior to receiving access to TEACH LV Charter School's network resources, students, parents, and educators must read the Acceptable Use Policy and submit a completed Network Access Form to the appropriate administrator or designee.

ACCEPTABLE USE POLICY (AUP)

The purpose of TEACH LV Charter School's (OCS) Acceptable Use Policy is to be certain that the school's staff, students and families have appropriate and productive communications with electronic communities around the world. This policy includes all email and Internet services and all Internet service providers when used in association with OCS.

The electronic resources provided by OCS can only be used to promote the purpose, mission, and goals of the school. These resources are provided to facilitate access to information and resources, promote educational excellence, and enhance communication between OCS and the community.

The Internet is a network connecting thousands of computers throughout the world. The Internet can bring a wealth of educational material to the user, but may also contain material that is objectionable. OCS filters web sites believed to be inappropriate for students. However, OCS cannot and does not represent that inappropriate or objectionable material can be completely filtered. Parent(s) and or guardian(s) must consider this limitation when allowing their children access to the internet either at school or at home.

TERMS AND CONDITIONS

A. Access to District Network and Resources

1. Staff, students, and members of the community may be given access to the OCS computer network. This access, including account and password, must not be shared, assigned, or transferred to another individual.
2. Access to OCS's computer network resources may be suspended or terminated if terms and conditions of the AUP are violated. Prior to a termination of access to OCS's computer network resources, the user will be informed of the suspected violation and given an opportunity to present an explanation. The user may request a review hearing with the Executive Director within seven (7) days of notification if the user feels that such action is unjust. After the review, access may be terminated if the Executive Director denies the appeal.
3. Upon entrance to OCS, a student must complete a Network Access Form that is signed by the legal parent and/or guardian before access is granted to OCS's computer network resources. Student signature is mandatory for grades 6 through 8 only.

B. System Security

1. Computer users may not run applications or files that create a security risk to OCS's computer network resources. If users identify a security problem, they must notify appropriate administrators immediately.
2. Any user reasonably deemed to be a security risk, or discovered to have a proven history of problems with other computer networks, may be denied access to OCS's computer network resources.
3. Users should immediately notify a teacher or school administrator if they believe that someone has obtained unauthorized access to their private account.

C. Respecting Resource Limits

1. Staff, students, and community members will not use the school's technology services to post chain letters or engage in spamming. Spamming is sending messages to a large number of people or sending a large number of messages to a single person, with the intent of annoying users or to interrupt the system.

D. Illegal Activities

1. OCS cooperates fully with local, state, or federal officials in any investigation related to illegal activities
2. It is prohibited to utilize OCS's technology services to sell or purchase goods and services without prior approval of the appropriate administrator.
3. Attempting to gain unauthorized access to OCS's network resources or go beyond authorized access is prohibited. This includes attempting to log in through another person's account or accessing another person's files.
4. Vandalism will result in cancellation of privileges to OCS's computer network resources and may result in suspension from school. Vandalism is defined as any malicious attempt to harm or destroy data or equipment on any computer network.
5. It is prohibited to use OCS's computer network resources with the intent of denying others access to the system.
6. Advertising will be permitted on OCS's computer network resources only with the prior approval of the appropriate administrator.

E. Intellectual Property (Copyright)

1. No copyrighted material is to be placed on TEACH computer network resources without written permission from the copyright owner.
2. All users of TEACH network resources must agree not to submit, publish, or display any type of material that violates this AUP.

F. Language

1. Polite and appropriate language is always expected. Abusive messages are prohibited.
2. Harassment is prohibited. Harassment is conduct which is sufficiently severe, persistent, or pervasive that it adversely affects, or has the purpose, or logical consequences, of interfering with a user's educational program, or creates an intimidating, hostile, or offensive environment. Behavior that continues after an individual is informed of its offensiveness may constitute evidence of intent to harass. If told by a person to stop sending messages, the sender must stop.

G. Liability

1. OCS does not warrant the functions or services performed by TEACH computer network resources. Resources are provided on an "as is, as available" basis.
2. Opinions, advice, services, and all other information supplied by third parties are for informational purposes only. It is not guaranteed to be correct. Users are urged to seek professional advice for specific individual situations.

H. Electronic Mail and Real-Time Conferencing

1. It is not the intention of the system administrators to inspect or disclose the contents of electronic mail or computer files sent by one user to another, without consent from either party, unless required to do so by OCS, local, state, or federal officials. Electronic mail is not private. As with written communications, users should recognize there is no expectation of privacy for electronic mail.
2. Users are expected to remove email messages in a timely manner.
3. All users must promptly report inappropriate messages received to a teacher, supervisor, or the system administrators.
4. Students should not reveal personal information such as addresses, phone numbers, passwords, or financial information to others. If student work is identified, only the first name, grade, and school should be listed. Private information may not be posted about another person.

5. A cancelled account will not retain electronic mail.
6. The system administrators reserve the right to terminate access to TEACH' computer network resources if this AUP is violated while using real time chat features, including video conferencing.

Internet Safety

Follow these 10 Rules to instill a safe Internet routine both at home and school:

1. Excite your student with the positive side of cyberspace and the ease of information. They can learn anything and everything - the Internet is not just YouTube, social media, and homework.
2. Manage your browser settings, allowing you to choose what content is viewable to your child.
3. Discuss the dangers of predators on the Internet with your student, as well as the danger of putting personal information on the Internet.
4. Discuss a set of rules for use of the Internet, which may include asking permission before using the computer, a time limit of usage, off limits times of day, sharing passwords, etc.
5. Discuss the threat of viruses and clicking on things if they are unsure or unfamiliar.
6. Talk to your student about Internet usage when at other houses or away from home.
7. Remember that the danger is not just on your PC, laptop and tablet. The Internet is at their fingertips – on their phone or yours!
8. Check your student's Internet history often. If you don't know what something is, click on it.
9. Always be aware of your student's involvement, access and behavior on social media outlets as well as email. Discuss things to talk about in the future and now. Discuss the permanency of things on the Internet and how you can't take it back, legal issues, pictures, etc.
10. Encourage conversation with your student if they have a question or concern about something they saw on the Internet.

TEACH Las Vegas Public Charter School: Student Internet Access Agreement and Parent Permission Form

I am the parent/legal guardian of _____. In giving permission for my child to use the TEACH Las Vegas Network to access the internet, I understand and agree that:

1. I have reviewed the Internet Safety Tips above, and my child will comply with these rules.
2. TEACH Las Vegas encourages use of the Internet’s valuable information and educational resources in an age-appropriate manner consistent with curriculum objectives. However, the Internet contains some materials that may be inaccurate, incomplete, outdated or offensive to some individuals and that may be considered inappropriate for children.
3. TEACH Las Vegas, its employees and the Board of Directors is not liable for any direct or indirect, incidental or consequential damages due to information gained and/or obtained via use of internet access, including, without limitation, access to other networks.
4. TEACH Las Vegas does not warrant that the functions of the network or any of the networks accessible through TEACH Las Vegas access points will meet any of the specific requirements you may have, or that internet access will be error free or uninterrupted. TEACH Las Vegas will not be liable for any direct or indirect, incidental or consequential damages (including lost data, information or profits) sustained or incurred in connection with the use, operation or inability to use internet access.
5. In consideration for the privilege of using TEACH Las Vegas network access and in consideration for having access to the public networks, I hereby release TEACH PUBLIC CHARTER SCHOOLS and its staff, administrators, operators, Board of Directors and any institutions with which they are affiliated from any and all claims and damages of any nature arising from my use, or inability to use, TEACH Las Vegas access, including, without limitation, the type of damages identified above.
6. If my child violates this agreement in any way, I understand that he/she may lose his/her Internet access privileges, temporarily or permanently. I may be held financially liable for any damage that my child causes to the computer hardware or software. Unlawful activities may result in criminal prosecution.

_____ I give permission for my child to have access to the TEACH Las Vegas Internet.

_____ I do not give permission for my child to have access to the TEACH Las Vegas Internet.

Parent/Guardian Signature _____ Date _____

Home Phone _____ Work or Cell Phone _____

SUCCESS STRATEGIES

Parent Tips

TEACH LV is unique in that parents assume the responsibility of a partnership with licensed teachers in the education of the student. The parent's role is critical for the success of the student. We recommend that you strive throughout the year to attain the following skills:

- Develop basic computer skills and prepare for the "21st Century glitches." What steps will you take if your computer goes down? Have a practical plan in place.
- Become familiar with the Internet to find websites that will support your student's lessons.
- Be able to print out necessary materials. If you do not have a printer, you may print out materials at your local library for a small fee.
- Regularly utilize the library and other community resources.
- Ensure that your student actively participates in school activities and programs.
- Adhere to school requirements and procedures to ensure that both you and your student's experiences on campus are successful.
- If additional school days are required, make certain your student is in attendance. The school provides many valuable resources that are intended to promote development or strengthen skills (schedules TBA).
- Build relationships with our teachers. Share ideas openly, discuss difficulties, and use all of the tools made available to you.
- Always encourage your student.
- Do not be afraid to make mistakes.

Successful Strategies for Effective Communication: Resolving Differences So Everyone Wins

Communication plays a critical role in education, especially in a school environment where email and the telephone are used more frequently than face-to-face meetings. The success of our program is often attributed to effective communication between the teacher, the students and the parents.

Those who have been most successful in our school point to several strategies that worked for them. With the additional help of our counselor, we are able to offer the following list of guidelines for making your year a year in which EVERYONE WINS!

1. Accept and respect that individual opinions may differ. Work to develop common agreement.
2. Communicate assertively, not aggressively.
3. Focus on the issue, not your position about the issue.
4. Give others an opportunity to express themselves without jumping to conclusions or making assumptions about what they are feeling or thinking.

5. Review the situation as one where no one has to win and no one has to lose. Work toward a solution where both parties can have some of their needs met.
6. Listen without interrupting; ask for feedback if needed to assure a clear understanding of the issue.
7. Thank the person for listening to you.
8. Stay in the present.
9. Take time to cool off should you find yourself becoming angry or annoyed; send the email or make the phone call once you have regained control.
10. Work through the problem. It is best to start with a compliment.

Remember the goal is that all parties want what is best for the student.

For additional suggestions or further resources please contact the school counselor.

Public Concern Process

Step 1: Familiarize yourself with the school's guidelines and contact the school's leadership.

Step 2: If a complaint cannot be resolved at the school level, contact the Governing Board Chair or Superintendent Dr. Carrazas. Contact information is available on the school's website.

Step 3: Not all complaints will be resolved in the complainants favor, but TEACH Las Vegas will make a good faith effort to assess the complaint and work proactively to come to a solution. If these steps have been exhausted or a breakdown in the process occurs, complaints can be made to the Nevada Charter School Authority.

NEVADA REVISED STATUTES

NRS 392.040 Attendance required for child between 7 and 18 years of age; minimum age required for kindergarten and first grade; waiver from attendance available for child 6 years of age; developmental screening test required to determine placement of certain children. Except as otherwise provided by law, each parent, custodial parent, guardian or other person in the State of Nevada having control or charge of any child between the ages of 7 and 18 years shall send the child to a public school during all the time the public school is in session in the school district in which the child resides unless the child has graduated from high school.

NRS 392.122 Minimum attendance requirements; school district authorized to exempt medical absences from requirements; notice and opportunity for parent to review absences before credit or promotion is denied; information to parents concerning duty to comply.

1. The board of trustees of each school district shall prescribe a minimum number of days that a pupil who is subject to compulsory attendance and enrolled in a school in the district must be in attendance for the pupil to obtain credit or to be promoted to the next higher grade. The board of trustees of a school district may adopt a policy prescribing a minimum number of days that a pupil who is enrolled in kindergarten or first grade in the school district must be in attendance for the pupil to obtain credit or to be promoted to the next higher grade.
2. For the purposes of this section, the days on which a pupil is not in attendance because the pupil is absent for up to 10 days within 1 school year with the approval of the teacher or principal of the school pursuant to [NRS 392.130](#), must be credited towards the required days of attendance if the pupil has completed course-work requirements. If the board of trustees of a school district has adopted a policy pursuant to subsection 5, the 10-day limitation on absences does not apply to absences that are excused pursuant to that policy.
3. Except as otherwise provided in subsection 5, before a pupil is denied credit or promotion to the next higher grade for failure to comply with the attendance requirements prescribed pursuant to subsection 1, the principal of the school in which the pupil is enrolled or his designee shall provide written notice of the intended denial to the parent or legal guardian of the pupil. The notice must include a statement indicating that the pupil and his parent or legal guardian may request a review of the absences of the pupil and a statement of the procedure for requesting such a review. Upon the request for a review by the pupil and his parent or legal guardian, the principal or his designee shall review the reason for each absence of the pupil upon which the intended denial of credit or promotion is based. After the review, the principal or his designee shall credit towards the required days of attendance each day of absence for which:
 - a. There is evidence or a written affirmation by the parent or legal guardian of the pupil that the pupil was physically or mentally unable to attend school on the day of the absence; and
 - b. The pupil has completed course-work requirements.

NRS 392.130 Conditions under which pupil deemed truant; approval required for absence; notice of unapproved absence to parent; applicability.

1. Within the meaning of this chapter, a pupil shall be deemed a truant who is absent from school without the written approval of his teacher or the principal of the school, unless the pupil is physically or mentally unable to attend school. The teacher or principal shall give his written approval for a pupil to be absent if an emergency exists or upon the request of a parent or legal guardian of the pupil. Before a pupil may attend or otherwise participate in school activities outside the classroom during regular classroom hours, he must receive the approval of the teacher or principal.
2. An unapproved absence for at least one period, or the equivalent of one period for the school, of a school day may be deemed truancy for the purposes of this section.
3. If a pupil is physically or mentally unable to attend school, the parent or legal guardian or other person having control or charge of the pupil shall notify the teacher or principal of the school orally or in writing, in accordance with the policy established by the board of trustees of the school district, within 3 days after the pupil returns to school.
4. An absence which has not been approved pursuant to subsection 1 or 3 shall be deemed an unapproved absence. In the event of an unapproved absence, the teacher, attendance officer or other school official shall deliver or cause to be delivered a written notice of truancy to the parent, legal guardian or other person having control or charge of the child. The written notice must be delivered to the parent, legal guardian or other person who has control of the child. The written notice must inform the parents or legal guardian of such absences in a form specified by the Department.
5. The provisions of this section apply to all pupils who are required to attend school pursuant to [NRS 392.040](#).
6. As used in this section, "physically or mentally unable to attend" does not include a physical or mental condition for which a pupil is excused pursuant to [NRS 392.050](#).

NRS 392.140 Conditions under which pupil declared habitual truant; applicability.

1. Any child who has been declared truant three or more times within one school year must be declared a habitual truant.
2. Any child who has once been declared a habitual truant and who in an immediately succeeding year is absent from school without the written:
 - a. Approval of his teacher or the principal of the school pursuant to subsection 1 of [NRS _____](#)
[392.130](#); or

b. Notice of his parent or legal guardian or other person who has control or charge over the pupil pursuant to subsection 3 of [NRS 392.130](#), may again be declared a habitual truant.

3. The provisions of this section apply to all pupils who are required to attend school pursuant to [NRS 392.040](#).

NRS 392.144 Duties of school if pupil is truant; reporting of habitual truant to law enforcement or referral to advisory board.

1. If a pupil has one or more unapproved absences from school, the school in which the pupil is enrolled shall take reasonable actions designed, as applicable, to encourage, enable or convince the pupil to attend school.
2. If a pupil is a habitual truant pursuant to [NRS 392.140](#), the principal of the school shall:
 - a. Report the pupil to a school police officer or to the local law enforcement agency for investigation and issuance of a citation, if warranted, in accordance with [NRS 392.149](#); or
 - b. If the parent or legal guardian of a pupil has signed a written consent pursuant to subsection 4, submit a written referral of the pupil to the advisory board to review school attendance in the county in accordance with [NRS 392.146](#).
3. The board of trustees of each school district shall adopt criteria to determine whether the principal of a school shall report a pupil to a school police officer or law enforcement agency pursuant to paragraph (a) of subsection 2 or refer a pupil to an advisory board to review school attendance pursuant to paragraph (b) of subsection 2.
4. If the principal of a school makes an initial determination to submit a written referral of a pupil to the advisory board to review school attendance, the principal shall notify the parent or legal guardian of the pupil and request the parent or legal guardian to sign a written consent that authorizes the school and, if applicable, the school district to release the records of the pupil to the advisory board to the extent that such release is necessary for the advisory board to carry out its duties pursuant to [NRS 392.146](#) and [392.147](#). The written consent must comply with the applicable requirements of 20 U.S.C. § 1232g(b) and 34 C.F.R. Part 99. If the parent or legal guardian refuses to sign the consent, the principal shall report the pupil to a school police officer or to a local law enforcement agency pursuant to paragraph (a) of subsection 2.

NRS 392.210 Penalty for failure of parent, guardian or custodian of child to prevent subsequent truancy; limitation for providers of foster care.

1. Except as otherwise provided in subsection 2, a parent, guardian or other person who has control or charge of any child and to whom notice has been given of the child's truancy as provided in [NRS 392.130](#) and [392.140](#), and who fails to prevent the child's subsequent truancy within that school year, is guilty of a misdemeanor.
2. A person who is licensed pursuant to [NRS 424.030](#) to conduct a family foster home, a specialized foster home or a group foster home is liable pursuant to subsection 1 for a child in his or her foster care only if the person has received notice of the truancy of the child as provided in [NRS 392.130](#) and [392.140](#), and negligently fails to prevent the subsequent truancy of the child within that school year.

NRS 392.215 False statement concerning age or attendance; false birth certificate or record of attendance; refusal to furnish documents; penalty. Any parent, guardian or other person who, with intent to deceive under [NRS 392.040](#) to [392.110](#), inclusive, or [392.130](#) to [392.165](#), inclusive:

- a. Makes a false statement concerning the age or attendance at school;
- b. Presents a false birth certificate or record of attendance at school; or
- c. Refuses to furnish a suitable identifying document, record of attendance at school or proof of change of name, upon request by a local law enforcement agency conducting an investigation in response to notification pursuant to subsection 4 of [NRS 392.165](#), of a child under 18 years of age who is under his or her control or charge, is guilty of a misdemeanor.

NRS 392.220 Penalty for abetting truancy; unlawful employment of child absent from school; visitation of place of employment by school officer or attendance clerk to verify compliance.

1. Any person, including, without limitation, a parent or legal guardian of a child, who knowingly induces or attempts to induce any child to be absent from school unlawfully, including, without limitation, requiring the child to provide care for a sibling while school is in session, or who knowingly employs or harbors, while school is in session, any child absent unlawfully from school, is guilty of a misdemeanor.
2. The attendance officer for the school district, an attendance clerk or any other school officer is empowered to visit any place or establishment where minor children are employed to ascertain whether the provisions of this title of NRS are complied with fully, and may demand from all employers of such children a list of children employed, with their names and ages.

Bullying and Cyber-Bullying Is Prohibited in Public Schools

NRS 388.122 "Bullying" defined.

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

(a) Have the effect of:

- (1) Physically harming a person or damaging the property of a person; or
- (2) Placing a person in reasonable fear of physical harm to the person or damage to the property of the person;
- (b) Interfere with the rights of a person by:
 - (1) Creating an intimidating or hostile educational environment for the person; or
 - (2) Substantially interfering with the academic performance of a pupil or the ability of the person to participate in or benefit from services, activities or privileges provided by a school; or
- (c) Are acts or conduct described in paragraph (a) or (b) and are based upon the:
 - (1) Actual or perceived race, color, national origin, ancestry, religion, gender identity or expression, sexual orientation, physical or mental disability of a person, sex or any other distinguishing characteristic or background of a person; or
 - (2) Association of a person with another person having one or more of those actual or perceived characteristics.

2. The term includes, without limitation:

- (a) Repeated or pervasive taunting, name-calling, belittling, mocking or use of put-downs or demeaning humor regarding the actual or perceived race, color, national origin, ancestry, religion, gender identity or expression, sexual orientation, physical or mental disability of a person, sex or any other distinguishing characteristic or background of a person;
- (b) Behavior that is intended to harm another person by damaging or manipulating his or her relationships with others by conduct that includes, without limitation, spreading false rumors;
- (c) Repeated or pervasive nonverbal threats or intimidation such as the use of aggressive, menacing or disrespectful gestures;
- (d) Threats of harm to a person, to his or her possessions or to other persons, whether such threats are transmitted verbally, electronically or in writing;
- (e) Blackmail, extortion or demands for protection money or involuntary loans or donations;
- (f) Blocking access to any property or facility of a school;
- (g) Stalking; and
- (h) Physically harmful contact with or injury to another person or his or her property.

(Added to NRS by [2009.687](#); A [2011.2245](#); [2013.1655](#), [2138](#); [2015.411](#))

NRS 388.123 "Cyber-bullying" defined. "Cyber-bullying" means bullying through the use of electronic communication. The term includes the use of electronic communication to transmit or distribute a sexual image of a minor. As used in this section, "sexual image" has the meaning ascribed to it in [NRS 200.737](#).

(Added to NRS by [2009.687](#); A [2011.1062](#))

NRS 388.124 "Electronic communication" defined. "Electronic communication" means the communication of any written, verbal or pictorial information through the use of an electronic device, including, without limitation, a telephone, a cellular phone, a computer or any similar means of communication.

(Added to NRS by [2009.687](#))

NRS 388.132 Legislative declaration concerning safe and respectful learning environment. The Legislature declares that:

1. Pupils are the most vital resource to the future of this State;
2. A learning environment that is safe and respectful is essential for the pupils enrolled in the public schools in this State and is necessary for those pupils to achieve academic success and meet this State's high academic standards;

3. Every classroom, hallway, locker room, cafeteria, restroom, gymnasium, playground, athletic field, school bus, parking lot and other areas on the premises of a public school in this State must be maintained as a safe and respectful learning environment, and no form of bullying or cyberbullying will be tolerated within the system of public education in this State;

4. Any form of bullying or cyber-bullying seriously interferes with the ability of teachers to teach in the classroom and the ability of pupils to learn;

5. The use of the Internet by pupils in a manner that is ethical, safe and secure is essential to a safe and respectful learning environment and is essential for the successful use of technology;

6. It will ensure that:

(a) The public schools in this State provide a safe and respectful learning environment in which persons of differing beliefs, races, colors, national origins, ancestries, religions, gender identities or expressions, sexual orientations, physical or mental disabilities, sexes or any other distinguishing characteristics or backgrounds can realize their full academic and personal potential;

(b) All administrators, principals, teachers and other personnel of the school districts and public schools in this State demonstrate appropriate and professional behavior on the premises of any public school by treating other persons, including, without limitation, pupils, with civility and respect, by refusing to tolerate bullying and cyber-bullying, and by taking immediate action to protect a victim or target of bullying or cyber-bullying when witnessing, overhearing or being notified that bullying or cyber-bullying is occurring or has occurred;

(c) The quality of instruction is not negatively impacted by poor attitudes or interactions among administrators, principals, teachers, coaches or other personnel of a school district;

(d) All persons in public schools are entitled to maintain their own beliefs and to respectfully disagree without resorting to bullying, cyber-bullying or violence; and

(e) Any teacher, administrator, principal, coach or other staff member or pupil who tolerates or engages in an act of bullying or cyber-bullying or violates a provision of [NRS 388.121](#) to [388.1395](#), inclusive, regarding a response to bullying or cyber-bullying will be held accountable; and

7. By declaring this mandate that the public schools in this State provide a safe and respectful learning environment, the Legislature is not advocating or requiring the acceptance of differing beliefs in a manner that would inhibit the freedom of expression, but is requiring that pupils be freed from physical, emotional or mental abuse while in the care of the State and that pupils be provided with an environment that allows them to learn.

(Added to NRS by [2001_1929](#); A [2005_705](#); [2009_687](#); [2013_1655](#); [2015_412](#), [881](#))

NRS 388.1321 Legislative declaration concerning duty of board of trustees, administrators and teachers to create and provide safe and respectful learning environment; authority of parent or guardian of pupil to petition court to compel performance of duty; remedy not exclusive.

1. The Legislature hereby declares that the members of a board of trustees and all administrators and teachers of a school district have a duty to create and provide a safe and respectful learning environment for all pupils that is free of bullying and cyber-bullying.

2. A parent or guardian of a pupil of the public school system of this State may petition a court of competent jurisdiction for a writ of mandamus to compel the performance of any duty imposed by the provisions of [NRS 388.121](#) to [388.1395](#), inclusive.

3. Nothing in this section shall be deemed to preclude a parent or guardian of a pupil of the public school system of this State from seeking any remedy available at law or in equity.

(Added to NRS by [2015_410](#))

NRS 388.1323 Office for a Safe and Respectful Learning Environment: Creation; appointment and duties of Director.

1. The Office for a Safe and Respectful Learning Environment is hereby created within the Department.

2. The Superintendent of Public Instruction shall appoint a Director of the Office, who shall serve at the pleasure of the Superintendent.

3. The Director of the Office shall ensure that the Office:

(a) Maintains a 24-hour, toll-free statewide hotline and Internet website by which any person can report a violation of the provisions of [NRS 388.121](#) to [388.1395](#), inclusive, and obtain information about anti-bullying efforts and organizations; and

(b) Provides outreach and anti-bullying education and training for pupils, parents and guardians, teachers, administrators, principals, coaches and other staff members and the members of a board of trustees of a school district. The outreach and training must include, without limitation:

- (1) Training regarding methods, procedures and practice for recognizing bullying and cyber-bullying behaviors;
- (2) Training regarding effective intervention and remediation strategies regarding bullying and cyber-bullying;
- (3) Training regarding methods for reporting violations of [NRS 388.135](#); and
- (4) Information on and referral to available resources regarding suicide prevention and the relationship between bullying or cyber-bullying and suicide.

4. The Director of the Office shall establish procedures by which the Office may receive reports of bullying and cyber-bullying and complaints regarding violations of the provisions of [NRS 388.121](#) to [388.1395](#), inclusive.

5. The Director of the Office or his or her designee shall investigate any complaint that a teacher, administrator, principal, coach or other staff member or member of a board of trustees of a school district has violated a provision of [NRS 388.121](#) to [388.1395](#), inclusive. If a complaint alleges criminal conduct or an investigation leads the Director of the Office or his or her designee to suspect criminal conduct, the Director of the Office may request assistance from the Investigation Division of the Department of Public Safety.

(Added to NRS by [2015.410](#))

NRS 388.1325 Bullying Prevention Account: Creation; acceptance of gifts and grants; credit of interest and income; authorized uses by school district that receives grant.

1. The Bullying Prevention Account is hereby created in the State General Fund, to be administered by the Director of the Office for a Safe and Respectful Learning Environment appointed pursuant to [NRS 388.1323](#). The Director of the Office may accept gifts and grants from any source for deposit into the Account. The interest and income earned on the money in the Account must be credited to the Account.

2. In accordance with the regulations adopted by the State Board pursuant to [NRS 388.1327](#), a school district that applies for and receives a grant of money from the Bullying Prevention Account shall use the money for one or more of the following purposes:

- (a) The establishment of programs to create a school environment that is free from bullying and cyber-bullying;
- (b) The provision of training on the policies adopted by the school district pursuant to [NRS 388.134](#) and the provisions of [NRS 388.121](#) to [388.1395](#), inclusive; or
- (c) The development and implementation of procedures by which the public schools of the school district and the pupils enrolled in those schools can discuss the policies adopted pursuant to [NRS 388.134](#) and the provisions of [NRS 388.121](#) to [388.1395](#), inclusive.

(Added to NRS by [2011.2242](#); A [2013.1655](#), [2755](#); [2015.413](#))

NRS 388.1327 Regulations. The State Board shall adopt regulations:

1. Establishing the process whereby school districts may apply to the State Board for a grant of money from the Bullying Prevention Account pursuant to [NRS 388.1325](#).

2. As are necessary to carry out the provisions of [NRS 388.121](#) to [388.1395](#), inclusive.

(Added to NRS by [2011.2244](#); A [2013.2755](#); [2015.413](#))

Policies; Informational Pamphlet; Program of Training

NRS 388.133 Policy by Department concerning safe and respectful learning environment.

1. The Department shall, in consultation with the boards of trustees of school districts, educational personnel, local associations and organizations of parents whose children are enrolled in public schools throughout this State, and individual parents and legal guardians whose children are enrolled in public schools throughout this State, prescribe by regulation a policy for all school districts and public schools to provide a safe and respectful learning environment that is free of bullying and cyber-bullying.

2. The policy must include, without limitation:

(a) Requirements and methods for reporting violations of [NRS 388.135](#), including, without limitation, violations among teachers and violations between teachers and administrators, principals, coaches and other personnel of a school district; and

(b) A policy for use by school districts to train members of the board of trustees and all administrators, principals, teachers and all other personnel employed by the board of trustees of a school district. The policy must include, without limitation:

- (1) Training in the appropriate methods to facilitate positive human relations among pupils by eliminating the use of bullying and cyber-bullying so that pupils may realize their full academic and personal potential;
- (2) Training in methods to prevent, identify and report incidents of bullying and cyber-bullying;
- (3) Methods to promote a positive learning environment;
- (4) Methods to improve the school environment in a manner that will facilitate positive human relations among pupils; and
- (5) Methods to teach skills to pupils so that the pupils are able to replace inappropriate behavior with positive behavior.

(Added to NRS by [2005.704](#); A [2009.687](#); [2013.1656](#), [2138](#); [2015.881](#))

NRS 388.134 Policy by school districts for provision of safe and respectful learning environment and policy for ethical, safe and secure use of computers; provision of training to board of trustees and school personnel; posting of policies on Internet website; annual review and update of policies. The board of trustees of each school district shall:

1. Adopt the policy prescribed pursuant to [NRS 388.133](#) and the policy prescribed pursuant to subsection 2 of [NRS 389.520](#). The board of trustees may adopt an expanded policy for one or both of the policies if each expanded policy complies with the policy prescribed pursuant to [NRS 388.133](#) or pursuant to subsection 2 of [NRS 389.520](#), as applicable.
2. Provide for the appropriate training of members of the board of trustees and all administrators, principals, teachers and all other personnel employed by the board of trustees in accordance with the policies prescribed pursuant to [NRS 388.133](#) and pursuant to subsection 2 of [NRS 389.520](#). For members of the board of trustees who have not previously been elected or appointed to the board of trustees or for employees of the school district who have not previously been employed by the district, the training required by this subsection must be provided within 180 days after the member begins his or her term of office or after the employee begins his or her employment, as applicable.
3. Post the policies adopted pursuant to subsection 1 on the Internet website maintained by the school district.
4. Ensure that the parents and legal guardians of pupils enrolled in the school district have sufficient information concerning the availability of the policies, including, without limitation, information that describes how to access the policies on the Internet website maintained by the school district. Upon the request of a parent or legal guardian, the school district shall provide the parent or legal guardian with a written copy of the policies.
5. Review the policies adopted pursuant to subsection 1 on an annual basis and update the policies if necessary. If the board of trustees of a school district updates the policies, the board of trustees must submit a copy of the updated policies to the Department within 30 days after the update.

(Added to NRS by [2005.705](#); A [2009.688](#); [2011.2245](#); [2013.2138](#))

NRS 388.1341 Development of informational pamphlet by Department; annual review and update; posting on Internet website; development of tutorial.

1. The Department, in consultation with persons who possess knowledge and expertise in bullying and cyber-bullying, shall, to the extent money is available, develop an informational pamphlet to assist pupils and the parents or legal guardians of pupils enrolled in the public schools in this State in resolving incidents of bullying or cyber-bullying. If developed, the pamphlet must include, without limitation:

- (a) A summary of the policy prescribed by the Department pursuant to [NRS 388.133](#) and the provisions of [NRS 388.121](#) to [388.1395](#), inclusive;
- (b) A description of practices which have proven effective in preventing and resolving violations of [NRS 388.135](#) in schools, which must include, without limitation, methods to identify and assist pupils who are at risk for bullying and cyber-bullying; and
- (c) An explanation that the parent or legal guardian of a pupil who is involved in a reported violation of [NRS 388.135](#) may request an appeal of a disciplinary decision made against the pupil as a result of the violation, in accordance with the policy governing disciplinary action adopted by the board of trustees of the school district.

2. If the Department develops a pamphlet pursuant to subsection 1, the Department shall review the pamphlet on an annual basis and make such revisions to the pamphlet as the Department determines are necessary to ensure the pamphlet contains current information.

3. If the Department develops a pamphlet pursuant to subsection 1, the Department shall post a copy of the pamphlet on the Internet website maintained by the Department.

4. To the extent the money is available, the Department shall develop a tutorial which must be made available on the Internet website maintained by the Department that includes, without limitation, the information contained in the pamphlet developed pursuant to subsection 1, if such a pamphlet is developed by the Department.

(Added to NRS by [2011.2241](#); A [2013.1656](#); [2015.414](#))

NRS 388.1342 Establishment of programs of training by Department; completion of program by members of State Board of Education and boards of trustees; completion of program by administrators in prevention of and appropriate responses to violence and suicide; annual review and update.

1. The Department, in consultation with persons who possess knowledge and expertise in bullying and cyber-bullying, shall:

(a) Establish a program of training on methods to prevent, identify and report incidents of bullying and cyber-bullying for members of the State Board.

(b) Establish a program of training on methods to prevent, identify and report incidents of bullying and cyber-bullying for members of the boards of trustees of school districts.

(c) Establish a program of training for school district and charter school personnel to assist those persons with carrying out their powers and duties pursuant to [NRS 388.121](#) to [388.1395](#), inclusive.

(d) Establish a program of training for administrators in the prevention of violence and suicide associated with bullying and cyber-bullying and appropriate methods to respond to incidents of violence or suicide.

2. Each member of the State Board shall, within 1 year after the member is elected or appointed to the State Board, complete the program of training on bullying and cyber-bullying established pursuant to paragraph (a) of subsection 1 and undergo the training at least one additional time while the person is a member of the State Board.

3. Except as otherwise provided in [NRS 388.134](#), each member of a board of trustees of a school district shall, within 1 year after the member is elected or appointed to the board of trustees, complete the program of training on bullying and cyber-bullying established pursuant to paragraph (b) of subsection 1 and undergo the training at least one additional time while the person is a member of the board of trustees.

4. Each administrator of a public school shall complete the program of training established pursuant to paragraph (d) of subsection 1:

(a) Within 90 days after becoming an administrator;

(b) Except as otherwise provided in paragraph (c), at least once every 3 years thereafter; and

(c) At least once during any school year within which the program of training is revised or updated.

5. Each program of training established pursuant to subsection 1 must, to the extent money is available, be made available on the Internet website maintained by the Department or through another provider on the Internet.

6. The board of trustees of a school district may allow school district personnel to attend the program established pursuant to paragraph (c) or (d) of subsection 1 during regular school hours.

7. The Department shall review each program of training established pursuant to subsection 1 on an annual basis to ensure that the program contains current information.

(Added to NRS by [2011.2242](#); A [2013.1657](#), [2139](#); [2015.414](#))

School Safety Team

NRS 388.1343 Establishment by principal of each school; duties of principal. The principal of each public school or his or her designee shall:

1. Establish a school safety team to develop, foster and maintain a school environment which is free from bullying and cyber-bullying;

2. Conduct investigations of violations of [NRS 388.135](#) occurring at the school; and

3. Collaborate with the board of trustees of the school district and the school safety team to prevent, identify and address reported violations of [NRS 388.135](#) at the school.

(Added to NRS by [2011.2243](#); A [2013.1658](#))

NRS 388.1344 Membership; chair; duties.

1. Each school safety team established pursuant to [NRS 388.1343](#) must consist of the principal or his or her designee and the following persons appointed by the principal:

- (a) A school counselor;
- (b) At least one teacher who teaches at the school;
- (c) At least one parent or legal guardian of a pupil enrolled in the school; and
- (d) Any other persons appointed by the principal.

2. The principal or his or her designee shall serve as the chair of the school safety team.

3. The school safety team shall:

- (a) Meet at least two times each year;
- (b) Identify and address patterns of bullying or cyber-bullying;
- (c) Review and strengthen school policies to prevent and address bullying or cyber-bullying;

(d) Provide information to school personnel, pupils enrolled in the school and parents and legal guardians of pupils enrolled in the school on methods to address bullying and cyber-bullying; and

(e) To the extent money is available, participate in any training conducted by the school district regarding bullying and cyber-bullying.

(Added to NRS by [2011.2243](#); A [2013.1658](#))

Prohibition of Bullying and Cyber-Bullying; Reporting and Investigation of Violations

NRS 388.135 Bullying and cyber-bullying prohibited. A member of the board of trustees of a school district, any employee of the board of trustees, including, without limitation, an administrator, principal, teacher or other staff member, a member of a club or organization which uses the facilities of any public school, regardless of whether the club or organization has any connection to the school, or any pupil shall not engage in bullying or cyber-bullying on the premises of any public school, at an activity sponsored by a public school or on any school bus.

(Added to NRS by [2001.1929](#); A [2009.688](#); [2013.1658](#))

NRS 388.1351 Staff member required to report violation to principal; required actions and investigation; notification to parent or guardian; written report of findings and conclusions of investigation; follow-up with victim; list of resources to be provided to parent or guardian; appeal of disciplinary action.

1. A teacher, administrator, principal, coach or other staff member who witnesses a violation of [NRS 388.135](#) or receives information that a violation of [NRS 388.135](#) has occurred shall report the violation to the principal or his or her designee as soon as practicable, but not later than a time during the same day on which the teacher, administrator, principal, coach or other staff member witnessed the violation or received information regarding the occurrence of a violation.

2. Upon receiving a report required by subsection 1, the principal or designee shall immediately take any necessary action to stop the bullying or cyber-bullying and ensure the safety and well-being of the reported victim or victims of the bullying or cyber-bullying and shall begin an investigation into the report. The investigation must include, without limitation:

(a) Except as otherwise provided in subsection 3, notification provided by telephone, electronic mail or other electronic means or provided in person, of the parents or guardians of all pupils directly involved in the reported bullying or cyber-bullying, as applicable, either as a reported aggressor or a reported victim of the bullying or cyber-bullying. The notification must be provided not later than:

(1) If the bullying or cyber-bullying is reported before the end of school hours on a school day, 6 p.m. on the day on which the bullying or cyber-bullying is reported; or

(2) If the bullying or cyber-bullying was reported on a day that is not a school day, or after school hours on a school day, 6 p.m. on the school day following the day on which the bullying or cyber-bullying is reported.

(b) Interviews with all pupils whose parents or guardians must be notified pursuant to paragraph (a) and with all such parents and guardians.

3. If the contact information for the parent or guardian of a pupil in the records of the school is not correct, a good faith effort to notify the parent or guardian shall be deemed sufficient to meet the requirement for notification pursuant to paragraph (a) of subsection 2.

4. Except as otherwise provided in this subsection, an investigation required by this section must be completed not later than 2 school days after the principal or designee receives a report required by subsection 1. If the principal or designee is not able to complete the interviews required by paragraph (b) of subsection 2 within 2 school days after making a good faith effort because any of the persons to be interviewed is not available, 1 additional school day may be used to complete the investigation.

5. A principal or designee who conducts an investigation required by this section shall complete a written report of the findings and conclusions of the investigation. If a violation is found to have occurred, the report must include recommendations concerning the imposition of disciplinary action or other measures to be imposed as a result of the violation, in accordance with the policy governing disciplinary action adopted by the board of trustees of the school district. Subject to the provisions of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, and any regulations adopted pursuant thereto, the report must be made available, not later than 24 hours after the completion of the written report, to all parents or guardians who must be notified pursuant to paragraph (a) of subsection 2 as part of the investigation.

6. Not later than 10 school days after receiving a report required by subsection 1, the principal or designee shall meet with each reported victim of the bullying or cyber-bullying to inquire about the well-being of the reported victim and to ensure that the reported bullying or cyber-bullying, as applicable, is not continuing.

7. To the extent that information is available, the principal or his or her designee shall provide a list of any resources that may be available in the community to assist a pupil to each parent or guardian of a pupil to whom notice was provided pursuant to this section as soon as practicable. Such a list may include, without limitation, resources available at no charge or at a reduced cost. If such a list is provided, the principal, his or her designee, or any employee of the school or the school district is not responsible for providing such resources to the pupil or ensuring the pupil receives such resources.

8. The parent or guardian of a pupil involved in the reported violation of [NRS 388.135](#) may appeal a disciplinary decision of the principal or his or her designee, made against the pupil as a result of the violation, in accordance with the policy governing disciplinary action adopted by the board of trustees of the school district. Not later than 30 days after receiving a response provided in accordance with such a policy, the parent or guardian may submit a complaint to the Department. The Department shall consider and respond to the complaint pursuant to procedures and standards prescribed in regulations adopted by the Department.

(Added to NRS by [2011.2244](#); A [2013.2140](#); [2015.415](#), [2069](#))

NRS 388.1352 Establishment of policy by school districts for employees to report violations to law enforcement. The board of trustees of each school district, in conjunction with the school police officers of the school district, if any, and the local law enforcement agencies that have jurisdiction over the school district, shall establish a policy for the procedures which must be followed by an employee of the school district when reporting a violation of [NRS 388.135](#) to a school police officer or local law enforcement agency.

(Added to NRS by [2011.2244](#))

NRS 388.1354 Disciplinary action against administrator or principal or designee thereof who fails to comply with certain provisions. If an administrator, principal or the designee of an administrator or principal of a school knowingly and willfully fails to comply with the provisions of [NRS 388.1351](#), the superintendent of the school district:

1. Shall take disciplinary action against the employee by written admonishment, demotion, suspension, dismissal or refusal to reemploy; and
2. If the employee is the holder of a license issued pursuant to [chapter 391](#) of NRS, may recommend to the board of trustees of the school district that the board submit a recommendation to the State Board for the suspension or revocation of the license.

(Added to NRS by [2015.410](#))

NRS 388.136 School officials prohibited from interfering with disclosure of violations.

1. A school official shall not directly or indirectly interfere with or prevent the disclosure of information concerning a violation of [NRS 388.135](#).
2. As used in this section, "school official" means:
 - (a) A member of the board of trustees of a school district; or
 - (b) A licensed or unlicensed employee of a school district.

(Added to NRS by [2005.705](#))

NRS 388.137 Immunity for reporting of violations; exceptions; recommendation for disciplinary action if person who made report acted with malice, intentional misconduct, gross negligence or violation of law.

1. No cause of action may be brought against a pupil or an employee or volunteer of a school who reports a violation of [NRS 388.135](#) unless the person who made the report acted with malice, intentional misconduct, gross negligence, or intentional or knowing violation of the law.

2. If a principal determines that a report of a violation of [NRS 388.135](#) is false and that the person who made the report acted with malice, intentional misconduct, gross negligence, or intentional or knowing violation of the law, the principal may recommend the imposition of disciplinary action or other measures against the person in accordance with the policy governing disciplinary action adopted by the board of trustees of the school district.

(Added to NRS by [2005.705](#); A [2013.2140](#))

Rules of Behavior; Week of Respect

NRS 388.139 Text of certain provisions required to be included in rules of behavior. Each school district shall include the text of the provisions of [NRS 388.121](#) to [388.1395](#), inclusive, and the policies adopted by the board of trustees of the school district pursuant to [NRS 388.134](#) under the heading "Bullying and Cyber-Bullying Is Prohibited in Public Schools," within each copy of the rules of behavior for pupils that the school district provides to pupils pursuant to [NRS 392.463](#).

(Added to NRS by [2001.1929](#); A [2005.706](#); [2009.688](#); [2011.2246](#); [2013.1659](#); [2015.417](#))

NRS 388.1395 Requirements for delivery of information during annual "Week of Respect." The board of trustees of each school district and the governing body of each charter school shall determine the most effective manner for the delivery of information to the pupils of each public school during the "Week of Respect" proclaimed by the Governor each year pursuant to [NRS 236.073](#). The information delivered during the "Week of Respect" must focus on:

1. Methods to prevent, identify and report incidents of bullying and cyber-bullying;
2. Methods to improve the school environment in a manner that will facilitate positive human relations among pupils; and
3. Methods to facilitate positive human relations among pupils by eliminating the use of bullying and cyber-bullying.

(Added to NRS by [2013.2137](#)) — (Substituted in revision for NRS 388.145)

APPENDIX A

Nevada Department of Education
Read by Grade 3 Program

READING STRATEGIES FOR K-3 PARENTS TO BEGIN USING AT HOME

<p>Engage in active conversation with your child in order to build his/her speaking and listening skills.</p>	<p>Enrich these conversations through the art of questioning (even when involved in regular activities such as grocery shopping).</p>
<p>Challenge your child to verbalize what he/she is thinking (particularly when reading a book together).</p>	<p>Model reading behaviors for your child by reading to yourself and by reading with and to your child.</p>
<p>Become a fan of libraries – both the school library and the local public library. Participate in your libraries’ early learning activities aimed at developing literacy skills for your child.</p>	<p>Engage in interactive activities with your child such as cooking, conducting internet searches, sports, etc. that promote active conversation.</p>
<p>Establish a daily routine for your child that includes both reading and writing activities.</p>	<p>Use music and rhythm and rhyme to expand your child’s early speaking skills.</p>
<p>Engage in literacy activities while unplugging your television and/or computer.</p>	<p>Utilize programs on your computer that you and your child can use together for practicing his/her early literacy skills.</p>
<p>Provide a special time for you and your child to enjoy literacy activities including reading, writing, listening, and/or speaking.</p>	<p>Research television programs that you and your child can watch together that are specifically aimed at improving early literacy skills.</p>
<p>Help to build your child’s vocabulary skills by learning and using new words together.</p>	<p>Make word-play part of your regular board game activities.</p>

APPENDIX B

Read by Grade 3 Questions and Answers for Nevada's Parents	
Questions	Answers
What 2015 Nevada law established the <i>Nevada Read by Grade 3 State Initiative</i>?	<i>Nevada's Read by Grade 3 State Initiative</i> was established by Senate Bill (SB) 391 of the 2015 Nevada State Legislature. It is also called the <i>Nevada Read by Grade 3 Act</i>.
When was the <i>Nevada Read by Grade 3 Act</i> enacted?	This act was enacted on July 1, 2015.
What is the primary group of students that will be impacted by SB 391?	This law primarily impacts Nevada school district's and charter school's kindergarten, first, second, and third grade students.
How will I be informed that my child has been identified in need of <i>Read by Grade 3</i> intervention services?	Your child's school principal will notify you with a written letter of notification.
What measures have been used to determine that my child is in need of reading intervention?	Your child has been identified as being in need of reading intervention through multiple reading assessments, classroom teacher observations, and other local measures.
What other types of activities will be integrated into these services?	Your child's program will include specific instruction in the 3 areas of literacy: writing, speaking, and listening.
What kinds of programs or services will my child receive as a <i>Read by Grade 3</i> student?	Your child will receive instruction that has been specifically targeted to his/her specific needs in reading.
Who will be providing these services for my child?	A highly trained group of literacy educators will be providing these services for your child. Your school's K-3 learning strategist will guide this process.
What will my child's intervention sessions focus on?	Your child's reading intervention program will take place in a small-group format. Instruction will include all of the main components of reading: phonemic awareness, phonics, fluency, and reading comprehension.

<p>How will I be notified of my child's progress in reading?</p>	<p>You will be notified 30 days after you have received your initial notification letter for a <i>Read by Grade 3</i> parent conference where you will be informed of the progress monitoring plan that has been established for your child. SB 391 requires your approval of this plan.</p>
<p>Will my child be retained as a result of this new law?</p>	<p>SB 391 does include retention requirements for students who have not met a proficiency level in reading by the end of third grade. SB 391 retentions will not occur until July 1, 2020. The first group of students who will be retained under this law include the kindergarten class of 2016-2017. The first year of retention under SB 391 will occur during the 2020-2021 school year when that particular group completes the third grade.</p>

Cover Sheet

Employee Handbook

Section:	III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL
ACTION	
Item:	I. Employee Handbook
Purpose:	Vote
Submitted by:	
Related Material:	R.TEACH LV Employee Handbook 21-22 NEVADA (2).docx



TEACH LAS VEGAS CHARTER

Employee Handbook 2021-2022

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SECTION 1 – WELCOME

WELCOME TO TEACH Las Vegas!

We are happy to have you join us at TEACH Las Vegas (or “School”). We believe our school is truly unique. We serve a diverse group of talented and hardworking students. We regard the work we do as being of utmost importance. Therefore, we have very high expectations for professionalism and performance for each one of our employees. All employees should treat all individuals, including students, teachers, administrators, volunteers, and family members, with respect, and approach all situations as opportunities to learn.

This handbook has been written to provide you with an overview of TEACH Las Vegas, its personnel policies and procedures, and your benefits as a TEACH Las Vegas employee.

This handbook is intended to explain in general terms those policies that most often apply to your day-to-day work activities. This handbook cannot anticipate every situation or answer every question about employment, and it is not an employment contract. Employees are expected to read this handbook thoroughly upon receipt, to know and abide by the policies outlined herein, and as revised over time, throughout their employment. No TEACH Las Vegas guideline, practice, manual or rule may alter the “at-will” status of your relationship with TEACH Las Vegas.

In order to retain necessary flexibility in the administration of its policies, procedures and benefits, TEACH Las Vegas reserves the right to change, deviate from, eliminate, or revise the handbook, except for the at-will provisions, at any time, without notice, whenever TEACH Las Vegas determines that such action is warranted. For these reasons, we urge you to check with the Assistant Superintendent of Instruction and Human Resources to obtain current information regarding the status of any particular policy, procedure or practice. This handbook supersedes and replaces all previous personnel policies, practices, and procedures.

I welcome you and wish you great success and fulfillment at TEACH Las Vegas.

Sincerely

Mildred S. Cunningham

Executive Director

TEACH Public Schools

SECTION 2 – GENERAL

This handbook serves as a guide for the employer/employee relationship. This handbook applies to faculty and staff at TEACH Las Vegas. The standards of conduct apply to all individuals who work on the school premises including independent contractors, vendors, and visitors. Unless otherwise indicated, a benefit, policy, program, or procedure applies, or is available, to ALL eligible employees.

This handbook contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific questions to your supervisor or the Assistant Superintendent of Instruction and Human Resources. You are responsible for reading, understanding, and complying with the provisions of this Handbook. Our objective is to provide you with a work environment that is constructive to both personal and professional growth.

Neither this handbook nor any other TEACH Las Vegas document confers any contractual right, either express or implied, to remain in TEACH Las Vegas's employ, nor does it guarantee any fixed term or condition of your employment. Except as otherwise provided in an executed employment agreement, your employment is not for any specified period of time and may be terminated at will, with or without cause and without prior notice, by TEACH Las Vegas or you may resign for any reason at any time.

No supervisor or other representative of TEACH Las Vegas except the Executive Director, Superintendent, or CFO with the approval of the Board of Directors, has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. Second, the procedures, practices, policies, and benefits described herein may be modified or discontinued from time to time with or without advance notice. We will try to inform you of any changes as they occur.

Finally, this handbook contains proprietary information that should not be disclosed outside TEACH Las Vegas, other than to individuals affiliated with TEACH Las Vegas whose knowledge of the information is required in the normal course of business.

SECTION 3 – OUR MISSION/VISION/PHILOSOPHY

MISSION STATEMENT

TEACH Las Vegas’ mission is to create a high quality, innovative teaching and learning environment that focuses on literacy, integrating state-of-the-art technologies across the core curriculum to achieve academic proficiency for all students.

VISION STATEMENT

Our vision is to reach students of all backgrounds by teaching the entire child, which includes the social, physical, emotional, and intellectual needs of the student. Upon graduation, the knowledge and the experience acquired at our schools are effectively applied to students’ daily lives.

ACADEMIC PHILOSOPHY

TEACH Las Vegas are innovative, dynamic, creative, and educationally enriching institutions of positive-driven learning, focusing on the individual student’s needs rather than a one-size-fits-all focus on the “average” child. We believe that all children can learn when taught well and given an opportunity to thrive. We adhere to the thinking of philosopher G. Givhan, “What you pay attention to grows.” By looking consistently at our students and the data of our practices, our teachers and students grow in their development and to great successes in the 21st century.

SECTION 4 – EMPLOYMENT

EMPLOYMENT APPLICATIONS

We rely upon the accuracy of information contained in the employment application and the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

AT WILL EMPLOYMENT

We believe that an employment relationship is successful as long as both parties are mutually satisfied. Accordingly, both you and TEACH Las Vegas will have the right to terminate your employment and all related compensation and benefits at any time, with or without cause and with or without notice. In addition, TEACH Las Vegas may eliminate or change any term or condition of your employment (including but not limited to your job assignment, duties, or salary) at will, at any time, for any reason not prohibited by law, with or without cause and with or without previous notice.

This is called “employment at will,” and no one other than the Executive Director, Superintendent or CFO of TEACH Las Vegas, with the approval of the Board of Directors, has the authority to alter your employment at-will status, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy. Further, any such agreement must be in writing and must be signed by both the Superintendent and CFO. Statements of specific grounds for termination set forth in this Handbook, or elsewhere, are not all-inclusive and are not intended to restrict TEACH Las Vegas’s right to terminate at-will.

EQUAL EMPLOYMENT OPPORTUNITY

TEACH Las Vegas is an equal opportunity employer. In accordance with applicable law, the School prohibits discrimination against any employee or applicant for employment on the basis of an individual’s protected status, including race (which includes historically associated traits, such as hair styles and protective hair styles, e.g., braids, locks, and twists), color, religious creed (which includes, without limitation to religious dress and grooming practices), gender, gender identity, gender expression, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, medical condition, genetic information, age, sexual orientation, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), protected medical leaves, domestic violence victim status, political affiliation, or any other consideration protected by applicable law. These categories include a perception that the

individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics. The School will ensure that applicants and employees are treated in all aspects of employment without unlawful discrimination because of these or any other protected basis. Such aspects of employment include, but are not limited to, recruitment, hiring, promotion, demotion, transfer, layoff, termination, compensation, and training.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make a good faith effort to provide reasonable accommodations for the known physical or mental limitations of an otherwise qualified applicant or employee with a disability, unless undue hardship would result to the School. An applicant or employee who believes he or she requires an accommodation in order to perform the essential functions of the job should contact Assistant Superintendent of Instruction and Human Resources and request such an accommodation, specifying what accommodation he or she needs to perform the job. The School will analyze the situation, engage in an interactive process with the individual, and respond to the individual's request.

If you believe you have been subjected to discrimination, please follow the complaint procedure outlined below.

HARASSMENT

It is the policy of TEACH Las Vegas to ensure equal employment opportunity without harassment on the basis of race (which includes historically associated traits, such as hair styles and protective hair styles, e.g., braids, locks, and twists), color, religious creed (which includes, without limitation, to religious dress and grooming practices), gender, gender identity, gender expression, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, medical condition, genetic information, age, sexual orientation, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), protected medical leaves, domestic violence victim status, political affiliation, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics.

TEACH Las Vegas prohibits any such harassment in the workplace. In addition, we prohibit abusive conduct/workplace bullying in the work environment. It is our mission to provide a professional work and learning environment free of harassment, discrimination and/or workplace bullying and that maintains equality, dignity, and respect for all. This policy protects all employees of the School as well as interns, volunteers, and potential employees (applicants). All employees of the School are required to abide by this policy, regardless of position or status, including supervisors, administration, and co-workers. In addition, this policy prohibits unlawful harassment by third parties, including students, parents, vendors or other third parties, who have workplace contact with our employees.

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business or field trips, meetings and business or school-related social events.

What is Harassment?

Harassment can take many forms. As used in this Employee Handbook, the term “harassment” includes all unwelcome conduct that comprises the following behavior pertaining to any of the above protected categories or characteristics:

Unlawful Harassment: Prohibited unlawful harassment may include, but is not necessarily limited to, the following behavior pertaining to any of the above protected categories:

- Verbal conduct such as flirting, epithets, derogatory jokes or comments, voicemails, slurs or unwanted sexual advances, sexually suggestive innuendos, conversations regarding sexual activities, invitations, or comments (including, but not limited to, threats of deportation against applicants and employees and family members of applicants and employees, derogatory comments about immigration status or disability, or mockery of an accent or a language or its speakers) (“hostile work environment” harassment).
- Disrespectful or unprofessional conduct based on any of the protected categories listed above (“hostile work environment” harassment).
- Comments or conduct that consistently target one gender, even if the content is not sexual (“hostile work environment” harassment).
- Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings, gestures, text messages, social media, instant messages, e-mails, letters, pictures, or gifts (“hostile work environment” harassment).
- Physical conduct such as assault, unwanted touching, blocking normal movement, or interfering with work because of any protected basis (“hostile work environment” harassment).
- Threats and demands to submit to sexual requests as a condition of continued employment or to avoid some other loss and offers of employment benefits in return for sexual favors (“quid pro quo” harassment).
- Sexually harassing conduct does not need to be motivated by sexual desire and may include situations that began as reciprocal relationships but later ceased to be reciprocal.

What is abusive conduct/workplace bullying?

- Conduct of an employee in the workplace that a reasonable person would find hostile, threatening, intimidating, humiliating and unrelated to an employer’s legitimate business interests. Examples may include:
 - Use of derogatory remarks, insults and/or epithets
 - Verbal or physical conduct that sabotages or undermines a person’s work performance that is threatening, humiliating or intimidating.

- Bullying, gossip, profanity, abusive conduct and negative comments are destructive to our School culture, create false rumors, disrupt school operations and interfere with the privacy of others.

What is Retaliation?

Retaliation against an individual for reporting harassment, discrimination or for participating in an investigation of a claim of such conduct is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

As used in this policy, “retaliation” means taking any adverse employment action against an employee because the employee engaged in protected activity pursuant to this policy. Protected activity may include, but is not necessarily limited to, reporting, or assisting in reporting suspected violations of this policy, cooperating or participating in investigations or proceedings arising out of a violation of this policy, or engaging in any other activity protected by applicable law.

As used in this policy, an “adverse employment action” means conduct or an action that materially affects the terms and conditions of the employee’s employment status or is reasonably likely to deter the employee from engaging in further protected activity. Adverse employment actions may include, but are not limited to, the following: demotion; suspension; reduction in pay; denial of a merit salary increase; failure to hire or consider for hire; refusing to promote or consider for promotion because of reporting a violation of this policy; harassing another employee for filing a complaint; denying employment opportunities because of making a complaint or for cooperating in an investigation; changing an employee’s work assignments for identifying harassment or other forms of discrimination in the workplace; treating an employee differently such as denying an accommodation; not talking to an employee (the “cold shoulder”) when otherwise required by job duties; or otherwise excluding the employee from job-related activities because of engagement in activities protected under this policy.

Any retaliatory adverse action because of a protected activity will not be tolerated. If an employee believes he/she has been subjected to, has witnessed, or has knowledge of retaliation in violation of this policy, please follow the complaint procedure outlined below.

Responsibility

All TEACH Las Vegas employees have a responsibility for keeping our work environment free of harassment, discrimination, retaliation, and abusive conduct in accordance with this policy.

Reporting

TEACH Las Vegas strongly encourages reporting of all perceived incidents of discrimination, harassment, abusive conduct, or retaliation, regardless of the offender’s identity or position. Individuals who believe that they have been subjected to such conduct should immediately discuss their concerns with their immediate supervisor, or Assistant Superintendent of Instruction and Human Resources. All employees who witness potential violations of this policy, and particularly supervisors, are required to immediately report such incidents to Assistant Superintendent of Instruction and Human Resources. Supervisors must report any and all conduct

of which they are made aware, which violates, or may violate, policies regarding discrimination, unlawful harassment, or retaliation to Assistant Superintendent of Instruction and Human Resources, or other upper-level administrators as appropriate. Supervisors who fail to report alleged violations may be subject to disciplinary action, up to and including termination. There is no requirement to report your complaint to any designated supervisor within TEACH Las Vegas. Select the individual supervisor with whom you feel the most comfortable discussing your complaint. Do not report your complaint to any individual who has allegedly engaged in the inappropriate behavior that is the subject of your complaint.

Every effort will be made to keep such reports as confidential as possible, although confidentiality cannot be guaranteed. TEACH Las Vegas is serious about enforcing its policy against discrimination, harassment, and retaliation; however, TEACH Las Vegas cannot resolve potential violations that it does not know about. Therefore, employees are responsible for bringing any such problems to TEACH Las Vegas's attention so it can take whatever steps are necessary to correct the problems.

All complaints submitted pursuant to this policy can be done in writing or verbally.

Investigation/Complaint Procedure

All complaints of unlawful harassment, discrimination or retaliation will be promptly investigated.

TEACH Las Vegas encourages the prompt reporting of complaints or concerns so that rapid and appropriate remedial action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

TEACH Las Vegas's investigation methods will vary depending on the nature of the complaint, the allegations, the witnesses, and other factors. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Confidentiality will be maintained throughout the investigatory process to the extent possible and consistent with adequate investigation methods and appropriate corrective actions. The School has a compelling interest in protecting the integrity of its investigations. In every investigation, the School has a strong desire to protect witnesses from harassment, intimidation and retaliation, to keep evidence from being destroyed, to ensure that testimony is not fabricated, and to prevent a cover-up. If the School reasonably imposes a confidentiality requirement and you do not maintain such confidentiality, you may be subject to disciplinary action up to and including immediate termination.

All employees are required to fully cooperate with TEACH Las Vegas's investigation, which includes, but is not limited to, providing all pertinent information in a truthful manner, submitting pertinent documents in their possession, not interfering with the investigation in any manner, and maintaining an appropriate level of discretion regarding the investigation. Failure to do so may result in disciplinary action, up to and including termination.

During the investigation, TEACH Las Vegas will provide regular progress updates, as appropriate, to those directly involved. TEACH Las Vegas will strive to complete its investigation as efficiently as possible in light of the allegations and will reach any conclusions based on the evidence collected and credibility of the witnesses.

TEACH Las Vegas may investigate conduct in the absence of a formal complaint if the TEACH Las Vegas has reason to believe that an individual has engaged in conduct that violates TEACH Las Vegas policies or applicable law. Further, TEACH Las Vegas may continue its investigation even if the original complainant withdraws his or her complaint during the course of the investigation.

Any conduct which TEACH Las Vegas believes constitutes harassment, discrimination, abusive conduct, or retaliation in violation of this policy will be dealt with appropriately. Corrective action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as TEACH Las Vegas believes is appropriate under the circumstances. Due to privacy protections, the TEACH Las Vegas may not be able to fully disclose its entire decision regarding corrective action to the complainant. False and malicious complaints of harassment, discrimination, abusive conduct, or retaliation as opposed to complaints, which, even if erroneous, are made in good faith, may be the subject of appropriate disciplinary action.

Conclusion

This policy was developed to ensure that all employees work in an environment free from harassment, discrimination, abusive conduct and retaliation. Any employee who has questions or concerns about these policies should talk with the Assistant Superintendent of Instruction and Human Resources or Superintendent.

Training Requirements

TEACH Las Vegas requires all employees to abide by Nevada's training requirements, which includes training within six months of hire and retraining every two years thereafter. Employees who fail to complete this required training will be subject to disciplinary action, up to and including termination.

OPEN COMMUNICATION POLICY

We want to hear from you. TEACH Las Vegas strongly encourages employee participation in decisions affecting their employment and their daily professional responsibilities. Our greatest strength lies in our employees and our ability to work together. We encourage open communication about all aspects of our school and organization. Employees are encouraged to openly discuss with their supervisors any problems or suggestions they believe would make our organization better and stronger. TEACH Las Vegas is interested in all our employee's success and fulfillment. We welcome all constructive suggestions and ideas.

Employees who have work-related concerns or complaints are encouraged to discuss them with the Assistant Superintendent of Instruction and Human Resources. Employees are encouraged to raise their work-related concerns as soon as possible after the events that cause concern. TEACH Las Vegas will attempt to keep the employee's concerns and complaints confidential to the extent feasible. However, in the course of resolving the matter, some dissemination of information to others may be necessary, appropriate, and/or required by law. Employees with concerns or complaints relating to harassment, discrimination or retaliation should follow the reporting procedure outlined in this Handbook.

1. The employee should complete an accommodation request form and contact their supervisor or Assistant Superintendent of Instruction and Human Resources to request designation of a location and time to express breast milk under this policy.
2. The requested break time should, if possible, be taken concurrently with other scheduled break periods. Nonexempt employees should clock out for any lactation breaks that do not run concurrently with normally scheduled rest periods. Any such breaks will be unpaid.

Retaliation for making a lactation accommodation request is strictly forbidden. If the employee believes the employee has been retaliated against it should be reported immediately to Human Resources or Assistant Superintendent of Instruction and Human Resources. Discrimination against and harassment of lactating employees in any form is unacceptable will not be tolerated at TEACH Las Vegas and will be handled in accordance with TEACH Las Vegas's policy on discrimination and harassment.

If any employee believes that he or she has experienced retaliation or discrimination as a result of conduct protected by this policy, the employee may also file a complaint with his or her supervisor and/or the Labor Commissioner's Office. For more information, contact the Labor Commissioner's Office by phone or visit a local office by finding the nearest one on our website: www.dir.ca.gov/dlse/DistrictOffices.htm. The Labor Commissioner's Office provides an interpreter at no cost to the employee, if needed.

PUBLIC RELATIONS

The success of a charter school depends upon the quality of the relationship among the School, its employees, students, parents and the general public. The public impression of TEACH Las Vegas and its interest in our school will be formed in part, by TEACH Las Vegas employees. Our employees are ambassadors. The more goodwill an employee promotes, the more employees, students, parents and the general public will respect and appreciate the employee, TEACH Las Vegas and our school's services.

Below are several things employees can do to help leave people with a good impression of TEACH Las Vegas.

These are the building blocks for our continued success:

- Communicate with parents regularly

- Act competently and deal with others in a courteous and respectful manner
- Communicate pleasantly and respectfully with other employees at all times
- Follow up on requests and questions promptly, provide business-like replies to inquiries and requests, and perform all duties in an orderly manner
- Respond to email and voicemail within 24 hours during the workweek
- Take great pride in your work and enjoy doing your very best

SECTION 5 – THE EMPLOYMENT PROCESS

EMPLOYEE STATUS AND CLASSIFICATIONS

“Employees” may include exempt, non-exempt, regular full-time, regular part-time, and temporary persons.

Exempt

Employees whose positions meet specific criteria established by state and federal law and who are exempt from overtime pay requirements.

Non-Exempt

Employees whose positions do not meet specific criteria established by state and federal law and are paid overtime and double-time pay in certain circumstances. Overtime and double-time compensation will be paid in accordance with all state and federal laws, which is generally the following:

- Overtime (paid at one-and-a-half times the employee’s regular rate of pay): All hours worked in excess of 40 hours per workweek, in excess of 8 hours in a workday, and for the first 8 hours worked on the seventh consecutive workday.
- Double-time (paid at twice the employee’s regular rate of pay): All hours worked in excess of 12 hours in a workday and in excess of 8 hours worked on the seventh consecutive workday.

Regular Full-Time

Employees who are regularly scheduled to work 30 hours per week are generally eligible for the TEACH Las Vegas’s benefit package, subject to the terms and conditions, and limitations of each benefit program.

Regular Part-Time

Employees who are regularly scheduled to work less than 30 hours per week, and generally not eligible for TEACH Las Vegas’s benefit package except for those required by law.

Temporary (Full-Time or Part-Time)

An employee who is hired for a particular project or job of limited or definite duration is considered a temporary employee. A temporary employee is not eligible to earn, accrue, or participate in any School benefits program, except as otherwise required by law.

Temporary employees retain that status until they are notified of a change, in writing, by Assistant Superintendent of Instruction and Human Resources.

WORK SCHEDULES

All employees will be assigned a work schedule suitable for their job assignment and will be expected to begin and end work according to the schedule. Please note that schedules may vary depending on a variety of factors including whether you work during the academic year or on an annual basis. The Assistant Superintendent of Instruction and Human Resources or your supervisor will assign your individual work schedule. In order to accommodate the needs of our business, it may be necessary to change individual work schedules on either a short- term or long-term basis. All employees are expected to be at their desks or workstations at the start of their scheduled shift, ready to work. If you need to modify your schedule, request the change with Human Resources or your supervisor. All schedule changes or modifications must be approved by the Assistant Superintendent of Instruction and Human Resources.

TEACH Las Vegas reserves the right to assign employees to jobs other than their usual assignment when necessary, provided the employee is capable of performing the essential functions of the alternate assignment. Non-exempt employees are not allowed to perform work at home or away from the School unless specifically authorized for each occurrence by their supervisor. Non-exempt employees are not to work before or to continue working after their scheduled hours unless specifically assigned by the supervisor. Non-exempt employees are not allowed to work “off the clock.” Attendance at school-sponsored functions is not compensated unless the supervisor has required you to attend the function. Employees violating these rules may be subject to disciplinary action up to and including termination.

Exempt Employees:

The normal working hours for instructional employees at the school sites are from 7:00 a.m. to 5:00 p.m. with two ten (10) minute rest breaks and a thirty (30) minute meal break. Instructional employees may be required to work other than the normal hours and to take their lunch breaks and/or rest breaks on a rotating basis so that classes and student activities are always covered. There will occasionally be activities that will require teacher participation outside of regular business hours such as instructional prep, evening and Saturday family workshops or special meetings.

The Assistant Superintendent of Instruction and Human Resources must approve any exceptions to the regular work schedule for instructional employees.

Non-Exempt Employees:

The Principal & Assistant Superintendent of Instruction and Human Resources will determine the normal working hours for non-instructional employees. Nonexempt, non-instructional employees are entitled to two ten (10) minute rest breaks and a thirty (30) minute meal break and are entitled to overtime and double-time pay as required by law.

Exempt employees, including Instructional and Non-Instructional employees, will be expected to work the number of hours necessary to complete their assigned responsibilities.

WORKWEEK AND WORKDAY

TEACH Las Vegas's workweek is from Sunday at 12:00 A.M. through the following Saturday at 11:59 P.M. TEACH Las Vegas's standard workday is 12:00 a.m. to 11:59 p.m. each day.

SCHOOL HOLIDAYS

The School observes 12 paid holidays during the year:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Nevada Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day

To be eligible for holiday pay, an employee must be full-time and non-exempt and must work both the business day before and after the holiday. Part-time employees, temporary employees, exempt employees (including, but not limited to, teachers) are not eligible for holiday pay. Exempt employees and teachers will receive their regularly scheduled pay during holidays.

Eligible employees will receive time off with pay at their regular rate of pay on the School-observed holidays listed above. When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or following Monday. However, the School may close on another day. Holiday observance will be announced in advance. The School reserves the right to change this policy at any time, with or without notice.

Holiday hours do not count as hours worked for purposes of calculating overtime. For example, if you receive 8 hours of holiday pay on Monday and work 40 hours Tuesday-Saturday (8 hours/day), you will not be eligible for overtime.

Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by written notice to the Assistant Superintendent of Instruction and Human Resources. The employee may use paid vacation if the employee has unused vacation available, otherwise the holiday will be unpaid. All steps will be taken to reasonably accommodate a religious holiday (or practice) absent an undue hardship.

To qualify for holiday pay, all employees must work the last scheduled day before and the first scheduled day after the holiday unless the employee is absent:

- At the Supervisor's request/approval
- Due to closure of schools because of inclement weather
- Prior to or following Jury Duty or Bereavement Leave
- Due to a previously scheduled and approved vacation

ACADEMIC FREEDOM

Academic freedom is not an absolute. It must be exercised within the basic ethical responsibilities of the teaching profession. Those responsibilities include:

- An understanding of our academic traditions and methods.
- A concern for the welfare, growth, maturity and development of children.
- The use of accepted scholastic methods; and
- Application of good taste and judgment in selecting and employing materials and methods of instruction.

ATTENDANCE AND PUNCTUALITY

Employees are expected to observe regular attendance and be punctual. Each of our employees is critical to our success. Therefore, regular attendance and punctuality is considered an essential function of all positions. If you are unable to report for work on any particular day, you must call and email the site Principal or supervisor at least one hour before the time you are scheduled to begin working for that day. If you call and email in less than one hour before your scheduled time to begin work, you will be considered tardy for that day. Absent extenuating circumstances or a medical provider's order excusing you from work for a period of time, you must call in on any day you are scheduled to work and will not report to work. The School understands that in some cases, advance notice is not possible. In these cases, notify the Principal or supervisor personally at the earliest possible moment. In some circumstances, you may be required to provide verification of or documentation for your absence.

More than three instances of non-illness related tardiness by any employee during any twelve-month period are considered excessive. Any unexcused absence is considered excessive.

If you fail to report for work without any notification to the site principal, supervisor or Assistant Superintendent of Instruction and Human Resources and the absence continues for a period of three business days, the School will determine that you have abandoned your job and voluntarily terminated your employment.

TIME RECORDS (NON-EXEMPT EMPLOYEES)

Nonexempt employees must accurately complete time records within the School's timekeeping system on a daily basis. Each time record must show the exact time each work period began and

ended, the meal periods taken, and your signature. Absences and overtime must be accurately identified on your time record. Non-exempt employees are not allowed to work “off the clock.” All time actually worked must be recorded. This includes the use of laptops, computers, PDAs or cellphones to check work email, voicemail or to send text messages after hours. You cannot record time and/or submit a time record for another employee. Each employee must sign and submit his or her own time record.

Exempt employees must report full days of absence from work.

MEAL AND REST PERIODS (NON-EXEMPT EMPLOYEES)

All non-exempt employees are provided with an opportunity to take meal and rest periods consistent with the law. During your meal periods and rest periods, you may not work at all. You are excused from all duties. In addition, please understand that you may not combine required meal or rest periods in order to take a longer break. Also, you may not miss a required meal or rest period in order to start work later or leave work earlier. In the rare event that you believe you cannot take a meal or rest period, or you are unable to take a full meal or rest period pursuant to School policy or you must begin your meal period more than five hours after your work period began, you must notify Human Resources in advance whenever possible (and, in any event, as soon as possible) so that the proper measures may be taken. If you leave the premises for either a meal or rest break, you are doing so for strictly personal reasons and will not be covered by worker’s compensation.

Failure to comply with the School’s policy regarding meal and/or rest periods can lead to discipline, up to and including termination

Meal Periods

Nonexempt employees (hourly employees) scheduled to work more than five hours in a day are given a 30-minute duty-free unpaid meal period. The meal period must be taken before the end of the fifth (5th) hour of work. For example, if the employee begins working at 7:00 a.m., then the employee must clock out to begin his or her meal period no later than 12:00 p.m. (noon). The employee may waive this meal period if his/her workday will be completed within a total of six hours or less. To waive a meal period, the employee must receive prior written approval from the Assistant Superintendent of Instruction and Human Resources and complete a “Meal Period Waiver” form.

If an employee’s day exceeds ten hours of work time, the employee is entitled to an additional 30-minute duty-free meal break. The employee may only waive this second meal period if he/she has taken the required first meal break of at least 30 minutes and his/her workday will not exceed 12 hours. To waive the second meal period, the employee must receive prior written approval from the Assistant Superintendent of Instruction and Human Resources and complete a “Second Meal Period Waiver” form.

Hours Worked

Number of Meal Periods

0 hours to 5 hours	No meal period
Over 5 hours to 10 hours	1 30-minute meal period
Over 10 hours to 14 hours	2 30-minute meal periods

Nonexempt employees must observe assigned working hours, the time allowed for meal periods, and report any missed, late or short meal periods on that days' time record and to the employee's supervisor immediately. The meal period must be accurately recorded on the employee's time sheet. Meal periods are unpaid time and employees are free to leave the premises. Meal periods may not be combined with rest periods or used to come in later or leave earlier on a workday.

Rest Periods

Nonexempt employees are authorized and permitted to take a 10-minute rest period for each four (4) hours of work or major portion thereof. Your supervisor may schedule your rest periods. Rest periods should be taken as close to the middle of a work period as possible and cannot be taken in conjunction with a meal period. Rest periods are paid work time; they cannot be waived by the employee in order to shorten the workday or used towards additional time off.

<u>Hours Worked</u>	<u>Number of Rest Periods</u>
3.5 hours to 6 hours	1 10-minute rest period
Over 6 hours to 10 hours	2 10-minute rest periods
Over 10 hours to 14 hours	3 10-minute rest periods

Nonexempt employees must observe assigned working hours, the time allowed for rest periods, and report any missed rest period on the days' time record and to the employee's supervisor immediately. Employees are encouraged to report any concerns regarding meal or rest periods to Human Resources.

Reporting Form

In addition to reporting, it on their time record, any employee who misses a meal or rest period or who experiences a late, short, or interrupted meal period—for any reason—must immediately report this issue to his or her supervisor and complete a [Reporting Form]. The employee must fill out all fields on the form, including providing a thorough explanation for the non-compliant meal or rest period. The employee must complete and turn in this form to <his or her supervisor> on the same workday that he or she experienced the non-compliant meal or rest period.

If an employee voluntarily chooses to miss a meal or rest period or take a late, short, or interrupted meal period (e.g., I chose to take my lunch later in the day or I chose to refuse an "authorized" meal period at the time provided by TEACH Las Vegas), the employee is not entitled to premium pay (one additional hour of pay). If an employee involuntarily experiences a missed meal or rest period or a late, short, or interrupted meal period (e.g., my supervisor asked me to handle a call or meeting that caused me to miss or take a late meal period), the employee is entitled to premium

pay. Employees must report the reason for the non-compliant meal or rest period on the form, or to Human Resources.

PAYDAYS

The designated pay period for all employees is semi-monthly. The first pay period of the month extends from the first (1st) day of the month through the fifteenth (15th) day of the month. The second pay period of the month extends from the sixteenth (16th) of the month through the last day of the month.

Paychecks are distributed on the fifteenth (15th) day of the month for the first pay period and on the last day of the month for the second pay period. Except as otherwise provided, if any date of paycheck distribution falls on a Saturday, Sunday or holiday, employees shall be paid on the preceding scheduled workday.

A written, signed authorization is required for mail delivery or for delivery of your paycheck to any other person. If you have automatic deposit for your paycheck, your funds will be deposited to the financial institution you requested by the end of business on the scheduled payday. While an automatic deposit may actually credit to your account before your actual "payday," the school is not responsible for automatic payments or withdraws dated prior to your actual payday and you should not depend on early deposits of your pay.

PAYROLL WITHHOLDINGS

TEACH Las Vegas is required by law to withhold Federal Income Tax, State Income Tax, Social Security (PERS, if the school participates) and State Disability Insurance from each employee's paycheck as outlined below. Additionally, if a garnishment, tax levy, or an order to withhold child support payments should be delivered, TEACH Las Vegas must comply with that order within the time allowed by law and cannot postpone the payroll deduction for any reason. Voluntary deductions, which must be authorized in writing by employees, may include retirement plans, employee portion of insurance premiums, or any other benefit made available to employees.

If an employee believes an error has been made in his or her pay or deductions TEACH Las Vegas will work in good faith to resolve errors as soon as possible. The employee should notify the Assistant Superintendent of Instruction and Human Resources of any errors in pay or deductions withheld within seven (7) days from the date paid.

Every deduction from the employee's paycheck is explained on the check voucher/paystub. If the employee does not understand the deduction, then he or she should ask the Assistant Superintendent of Instruction and Human Resources to explain it. The employee may change the number of withholding allowances he or she wishes to claim for Federal and/or State Income Tax purposes before any pay period by filling out a new W-4 form and submitting it to the Assistant Superintendent of Instruction and Human Resources.

SECTION 6 – CONDITIONS OF EMPLOYMENT

IMMIGRATION LAW COMPLIANCE

TEACH Las Vegas employs only those authorized to work in the United States in compliance with the Immigration and Control Act of 1986. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 no later than the first day of work for pay and present original documentation establishing identity and employment eligibility as outlined on the I-9 instruction forms no later than three business days after he or she begins work. Former employees who are rehired must also complete the form if they have not completed an I-9 with TEACH Las Vegas within the past three years or if their previous I-9 is no longer retained or valid.

CREDENTIAL REQUIREMENTS

If you are a credentialed team member, you must provide copies of your credential, certificate of clearance, transcripts, and test scores prior to your first day of actual work and if already employed, prior to the start of the academic year if applicable. Failure to provide these documents may delay your ability to begin work.

You are also responsible for keeping required certificates, credentials, and registrations current and in good standing, for paying the costs associated with renewal, and for providing both your principal and the School with verification of renewals. Failure to provide these updated documents to the School may result in suspension without pay until such time as the necessary documentation has been provided.

If you allow a credential, certificate, registration, or required course deadline to expire, or if you fail re-certification, training, or testing, or otherwise fail to maintain the necessary credential for your assignment, TEACH Las Vegas is required to remove you from the work schedule until you meet the necessary requirements for your assignment or renew your credential.

Results of these tests are strictly confidential. TB Clearance is good for four years and it is the employee's responsibility to remain in compliance and ensure the school has a valid certificate on file.

The examination for applicants for employment is a condition of initial employment. Therefore, the expense incident thereto shall be borne by the applicant. The cost of the examination required for existing employees shall be a reimbursable expense. Employees should follow the School's reimbursement procedures.

CRIMINAL BACKGROUND CHECK

All employees must have Live Scan fingerprint results on file with TEACH Las Vegas in accordance with applicable law. Live Scan fingerprinting will be required of all job applicants,

employees, and volunteers as required by Nevada and federal law. These background checks are performed through a fingerprinting service coordinated by the Nevada Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI). Civil or criminal background checks may also be required of applicants and/or employees based on job duties or any other factors in accordance with applicable law.

All fingerprint and background information must be completed and the results in the possession of TEACH Las Vegas before the first day of employment. Failure to complete this process will delay the employee's ability to begin work.

Employees with adverse background information (such as certain specific criminal conviction) may be ineligible for employment with TEACH Las Vegas.

TEACH Las Vegas shall also request subsequent arrest notification from the Department of Justice and take all appropriate action based upon such further notification in accordance with applicable law.

For additional information on background checks, please contact the Assistant Superintendent of Instruction and Human Resources.

CHILD ABUSE AND NEGLECT REPORTING ACT

If, within your professional capacity or within the scope of your employment, you observe or gain possession of knowledge that a child has been a victim of child abuse or sexual abuse or neglect, or you reasonably suspect it, Nevada Penal Code Section 11166 requires you to immediately report this information or suspicion to a child protective agency or the police. The report shall be made by phone as soon as possible and a subsequent written report must be sent within 36 hours of your knowledge or suspicion of the abuse. Failure to meet these obligations can result in a monetary fine and/or jail.

While each employee has the responsibility to ensure the reporting of any child he/she suspects is a victim of abuse, the employee is not to verify the suspicion or prove that abuse has occurred. It is extremely important that TEACH Las Vegas employees comply with the requirements of the Child Abuse and Neglect Reporting Act (CANRA). No mandated reporter can be held civilly or criminally liable for any report required or authorized by CANRA.

The Assistant Superintendent of Instruction and Human Resources is available to answer any questions employees may have about their responsibilities under CANRA, or to assist an employee in making a report under CANRA. If an employee makes a report pursuant to CANRA without TEACH Las Vegas's assistance, he or she is required to notify TEACH Las Vegas of the report if it is based on incidents, he or she observed or became aware of during the course and scope of his or her employment with TEACH Las Vegas.

FIRST-AID AND CPR TRAINING

All individuals working unsupervised with children or in a classroom setting (i.e. core teachers, advisors, coaches, non-core teachers, administrators) must receive, renew, and maintain basic first-aid and CPR certification by the first day of school. Any employee required to be first aid certified and hired after the beginning of the school year will be required to provide proof of completion of both First Aid and CPR training prior to the first day of work.

For additional information on the training required, please contact the Assistant Superintendent of Instruction and Human Resources.

PERSONNEL FILES

An employee or former employee (or designee) has the right to inspect or receive a copy of his or her personnel records at reasonable times, at a reasonable place, and on reasonable advance notice to the Assistant Superintendent of Instruction and Human Resources. All requests should be put in writing preferably on the form maintained by Administration. If the request includes a request for copies the employee or former employee may be required to pay for the actual costs of copying. Employer will respond to such a request within 30 days of receipt of the written request.

Employees are not entitled to inspect or copy: letters of reference, records that relate to an investigation of possible criminal activity, ratings, reports or records obtained prior to employment, prepared by examination committee members or obtained in connection with a promotional examination.

CHANGES IN EMPLOYMENT

An employee is responsible for notifying the Assistant Superintendent of Instruction and Human Resources about changes in the employee's personal information and changes affecting the employee's status (for example, name changes, address or telephone number changes, marriages or divorces, etc.). This notification by the employee must occur as close to the change as possible, but no later than 30 days following the change.

SECTION 7 – PERFORMANCE

PERFORMANCE EVALUATIONS

Administrative and Classified Staff:

Performance evaluations generally are conducted annually to provide both employees and supervisors with the opportunity to discuss the employee's position, tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss methods for improving performance. The performance evaluations are intended to make employees aware of their progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee an increase in salary or promotional opportunities, or even continued employment.

Teachers:

At the start of each academic year, each Teacher will meet with the site principal to establish Performance Objectives for that school year. The Teacher will put these objectives in writing in accordance with a template to be provided by the site principal

The site principal will generally evaluate the Teacher's performance at least once a year formally and on an ongoing basis informally. The evaluation will be based on factors including the Teacher's job description, accomplishment of the Performance Objectives, the TEACH Las Vegas's charter, and standards for teaching performance developed by the site principal, the TEACH Las Vegas's Board of Directors, and/or other TEACH Las Vegas staff.

In addition to these more formal performance evaluations, TEACH Las Vegas encourages you and your supervisor to discuss your job performance on an ongoing basis.

TEACH Las Vegas's provision of performance evaluations does not alter the at-will employment relationship. Nothing in this policy shall limit the right to terminate employment at-will or limit the TEACH Las Vegas's right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. Employment is at the mutual consent of the employee and TEACH Las Vegas. Accordingly, either the employee or TEACH Las Vegas can terminate the employment relationship at-will, at any time, with or without reason and with or without notice.

Basis for Determining Pay

Numerous factors may influence your rate of pay, including but not limited to, education, experience, training and/or the operational needs of the School. It is TEACH Las Vegas's goal to have a current Job Description for each employee that broadly defines the job responsibilities and essential functions for each position.

While TEACH Las Vegas strives to complete wage increase determinations on an annual basis, there is no guarantee that employees will receive a salary increase, cost of living adjustment or promotion every school year. Salary increases, cost of living adjustments and promotions are

solely within the discretion of TEACH Las Vegas and depend upon many factors in addition to performance. Positive performance evaluations do not guarantee increases in salary or promotions. Increases may be determined the basis of various factors including, but not limited to, performance, adherence to school policies and procedures, ability to meet or exceed duties, salary schedules/ranges/bands, achievement of performance goals, or operational factors.

Changes to the amount of an employee's wage or salary will become effective on the first regular pay period following the change.

SECTION 8 – LEAVES

FAMILY MEDICAL LEAVE ACT/NEVADA FAMILY RIGHTS ACT¹

Eligible employees may request a family and medical leave of absence under the circumstances described below. Eligible employees are those who have been employed by the School for at least 12 months (not necessarily consecutive), have worked at least 1250 hours during the 12 months immediately prior to the family and medical leave of absence, and are employed at a worksite where there are 50 or more employees of the School within 75 miles.

Ordinarily, you must request a planned family and medical leave at least 30 days before the leave begins. If the need for the leave is not foreseeable, you must request the leave as soon as practicable. You should use the School’s request form, which is available upon request from Assistant Superintendent of Instruction and Human Resources. Failure to comply with this requirement may result in a delay of the start of the leave.

A family and medical leave may be taken for the following reasons:

1. the birth of an employee’s child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth or placement of the child;
2. the care of the employee’s spouse, child, parent, or registered domestic partner with a “serious health condition”;
3. the “serious health condition” of the employee;
4. the care of the employee’s spouse, child, parent, or next of kin who is a member of the Armed Forces, including a member of the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
5. any qualifying exigency as defined by the applicable regulations arising out of the fact that the employee’s spouse, child, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

A “serious health condition” is one that requires inpatient care in a hospital or other medical care facility or continuing treatment or supervision by a health care provider. You may take a leave under paragraph (2) above only if due to a serious health condition, your spouse, child, parent, or

¹ Employees may qualify for FMLA/CFRA Leave only if the School has 50 or more employees, the employees work within 75 miles of their respective worksites and meet other eligibility requirements set forth above. Please check with Assistant Superintendent of Instruction and Human Resources to determine whether you are eligible for FMLA/CFRA leave.

registered domestic partner requires your care or assistance as certified in writing by the family member's health care provider. If you are seeking a leave under paragraph (3) above, you must provide the School with a medical certification from your health care provider establishing eligibility for the leave, and you must provide the School with a release to return to work from the health care provider before returning to work. You must provide the required medical certification to the School in a timely manner to avoid a delay or denial of leave. You may obtain the appropriate forms from Assistant Superintendent of Instruction and Human Resources.

Family and medical leave is unpaid and may be taken for up to 12 workweeks during the designated 12-month period (with the exception of qualifying leaves to care for a member of the Armed Services who has a serious illness or injury, which may be taken for up to a total of 26 workweeks of leave during a single 12-month period). The 12-month period will be defined as a "rolling twelve months" looking backward over the preceding 12 months to calculate how much family and medical leave time has been taken and therefore determine the amount of leave that is available. Qualifying leaves to care for a member of the Armed Services who has a serious illness or injury will be calculated on the 12-month period looking forward. All time off that qualifies as family and medical leave will be counted against your state and federal family and medical leave entitlements to the fullest extent permitted by law.

You will be required to use any accrued vacation during unpaid family and medical leave (e.g. for example, any period in which you are not receiving a wage supplement through the EDD). You will also be required to use any accrued paid sick leave during unpaid family and medical leave that is due to your own or a family member's serious health condition. However, if an employee is receiving benefit payments pursuant to a disability insurance plan (such as Nevada's State Disability Insurance plan or Paid Family Leave program) or workers' compensation insurance plan, the employee and the School may mutually agree to supplement such benefit payments with available vacation and/or paid sick leave.

Benefit accrual, such as vacation, PSL, and holiday benefits, will be suspended during the approved leave period and will resume upon return to active employment. During a family and medical leave, group health benefits will be maintained as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

If you do not return to work on the first workday following the expiration of an approved family and medical leave, you will be deemed to have resigned from your employment. Upon returning from such a leave, you will normally be reinstated to your original or an equivalent position and will receive pay and benefits equivalent to those you received prior to the leave, as required by law. In certain circumstances, "key" employees may not be eligible for reinstatement following a family and medical leave. The School will provide written notice to any "key" employee who is not eligible for reinstatement.

If you have any questions concerning or would like to submit a request for a family and medical leave of absence, please contact Assistant Superintendent of Instruction and Human Resources.

PREGNANCY DISABILITY LEAVE

The School provides pregnancy disability leaves of absence without pay to eligible employees who are temporarily unable to work due to a disability related to pregnancy, childbirth, or related medical conditions. Employees should make requests for pregnancy disability leave to their supervisor at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events. A health care provider's statement must be submitted, verifying the need for such leave and its beginning and expected ending dates. Any changes in this information should be promptly reported to the School. Employees returning from pregnancy disability leave must submit a health care provider's verification of their fitness to return to work.

The School will make a good faith effort to provide reasonable accommodations and/or transfer requests when such a request is medically advisable based on the certification of a health care provider. When an employee's health care provider finds it is medically advisable for an employee to take intermittent leave or leave on a reduced work schedule and such leave is foreseeable based on planned medical treatment because of pregnancy, the School may require the employee to transfer temporarily to an available alternative position. This alternative position will have equivalent rate of pay and benefits and must better accommodate recurring periods of leave than the employee's regular job.

Eligible employees are normally granted unpaid leave for the period of disability, up to a maximum of four months (or 17 1/3 weeks or 693 hours) per pregnancy. Employees will be required to use any accrued sick time during any unpaid portion of pregnancy disability leave (e.g. for example, any period in which you are not receiving a wage supplement through the EDD). Employees may also elect to use any accrued vacation time during any unpaid portion of pregnancy disability leave. If an employee is receiving benefit payments pursuant to a disability insurance plan (such as Nevada's State Disability Insurance plan or Paid Family Leave program), the employee and the School may mutually agree to supplement such benefit payments with available vacation and/or sick leave.

Benefit accrual, such as vacation, sick leave, and holiday benefits, will be suspended during the approved pregnancy disability leave period and will resume upon return to active employment. Group health benefits will be maintained during the approved pregnancy disability leave as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

So that an employee's return to work can be properly scheduled, an employee on pregnancy disability leave is requested to provide the School with at least one week's advance notice of the date she intends to return to work.

When an approved pregnancy disability leave ends, the employee will be reinstated to the same position, unless the job ceased to exist because of legitimate business reasons. An employee has no greater right to reinstatement to the same position or to other benefits and conditions of employment than if she had been continuously employed in this position during the pregnancy disability leave or transfer. If the same position is not available, the employee will be offered a comparable position in terms of such issues as pay, location, job content, and promotional opportunities, if one exists. An employee has no greater right to reinstatement to a comparable

position or to other benefits or conditions of employment than if the employee would not have otherwise been employed if leave had not been taken.

If you have any questions regarding pregnancy disability leave, please contact Assistant Superintendent of Instruction and Human Resources.

MILITARY SPOUSE LEAVE

An eligible employee-spouse of a qualified service member is entitled to take ten (10) days of unpaid leave during a period when the spouse or domestic partner is on leave from deployment during a period of military conflict.

An eligible employee must work an average of 20 hours per week; must provide notice of his or her intention to take the leave within two (2) business days of receiving official notice that the service member will be on leave from deployment; and submit written documentation certifying that the service member will be on leave during the time the leave is required.

The employee may use accrued vacation]/sick leave during this unpaid time off.

WORKERS' COMPENSATION LEAVE

Employees that are temporarily disabled due to a work-related illness or injury will be placed on workers' compensation leave. The duration of your leave will depend upon the rate of your recovery and the medical provider's recommendation. Workers' compensation leave will run concurrently with any other applicable medical leave of absence (i.e., FMLA/CFRA if applicable). Assistant Superintendent of Instruction and Human Resources will reach out to employees that have requested a workers' compensation leave regarding employer provided health insurance benefits. If you have any questions concerning this leave and/or any benefit related questions, please contact Assistant Superintendent of Instruction and Human Resources.

BEREAVEMENT LEAVE

TEACH Las Vegas provides regular full-time employees up to THREE DAYS paid bereavement leave, beyond sick or vacation, due to the death of an immediate family member. This includes a parent (including an in-law and step-parent), spouse, domestic partner, dependent, sibling, stepsibling, grandparent or grandchild. If a funeral is more than 500 miles from your home, you may receive paid leave for FIVE DAYS with prior approval from your supervisor.

JURY DUTY LEAVE

All employees who receive a notice of jury/witness duty must notify their supervisor as soon as possible so that arrangements may be made to cover the absence. In addition, employees must provide a copy of the official jury/witness duty notice to their supervisor. Employees must report for work whenever the court schedule permits. Either the School or the employee may request

an excuse from jury/witness duty if, in the School's judgment, the employee's absence would create serious operational difficulties.

Non-exempt employees who are called for jury/witness duty will be provided time off without pay. Exempt employees will receive their regular salary unless they do not work any hours during the course of a workweek. Employees may elect to use any accrued vacation during jury/witness duty leave.

In the event that the employee must serve as a witness within the course and scope of his or her employment with the School, the School will provide time off with pay.

TIME OFF TO VOTE

The School will allow any employee who is a registered voter and does not have enough time outside of working hours to vote in a statewide election up to two (2) hours of work time to vote. If employees are unable to vote in an election during their non-working hours, then the School will grant up to two hours of paid time off to vote. The request must be made at least two (2) working days in advance. The time must be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule unless the School and the employee agree otherwise.

An employee may also serve as an election official on Election Day without being disciplined, however the School will not pay the employee for this time off. Accrued unused vacation may be paid to the employee for this time off.

Employees must submit a voter's receipt on the first working day following the election to qualify for paid time off. Nothing in this policy requires the employee to bring his or her mail (absentee) ballot to work, including mailing such absentee ballot from work.

- If the School employs both parents, the first employee to request such leave will receive the time off. The other parent will receive the time off only if the leave is approved by his or her supervisor.
- Employees must use existing vacation in order to receive compensation for this time off.
- Employees who do not have paid time off available will take the time off without pay.
- Documentation of participation may be requested and will be sufficient if it is provided in writing by the school or the licensed childcare/day care facility.

DOMESTIC VIOLENCE LEAVE/SEXUAL ASSAULT/STALKING LEAVE

If you are a victim of domestic violence, sexual assault and/or stalking, you may take time off to obtain or attempt to obtain judicial relief, such as obtaining restraining orders, to help insure your health, safety or welfare or that of your child(ren). Employees may use available vacation /PTO (if applicable) or accrued PSL. Otherwise, the time off is unpaid. All employees can take time

off from work to get medical attention or services from a domestic violence shelter, program, or rape crisis center, or receive psychological counseling or safety planning related to domestic violence, sexual assault, or stalking. Domestic violence, sexual assault and stalking victim's leave for medical treatment does not exceed or add to the unpaid leave time that FMLA/CFRA allows.]

You must give the School reasonable notice unless advance notice is not feasible and provide certification that you are seeking such assistance.

Certification may be sufficiently provided by any of the following:

- A police report indicating that you were a victim of domestic violence, sexual assault or stalking;
- A court order protecting or separating you from the perpetrator of an act of domestic violence, sexual assault or stalking, or other evidence from the court or prosecuting attorney that you appeared in court; or,
- Documentation from a medical professional, domestic violence advocate, health care provider, or counselor that you are undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence, sexual assault or stalking.

Employees have the right to ask the School for help or changes in their workplace to make sure they are safe at work. The School will work with its employees to see what changes can be made. Changes in the workplace may include putting in locks, changing shifts or phone numbers, transferring or reassigning the employee, or help with keeping a record of what happened to the employee. The School may ask the affected employee for a signed statement certifying that this request is for a proper purpose and may also request proof showing the need for an accommodation.

The School will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision. The School will not discharge, discriminate or retaliate against an employee who exercises their rights under this law.

TEACH Las Vegas is committed to ensuring employees are not treated differently or retaliated against because of any of the following:

- The employee is a victim of domestic violence, sexual assault, or stalking.
- The employee asked for time off to get help.
- The employee asked TEACH Las Vegas for help or changes in the workplace to ensure safety at work.

If any employee believes that he or she has experienced retaliation or discrimination as a result of conduct protected by this policy, the employee may file a complaint with his or her supervisor and/or the Labor Commissioner's Office.

For more information, contact the Labor Commissioner’s Office by phone or visit a local office by finding the nearest one on website: www.dir.ca.gov/dlse/DistrictOffices.htm. The Labor Commissioner’s Office provides an interpreter at no cost to the employee, if needed.

MILITARY LEAVE

Nevada’s military leave laws and the Uniformed Services Employment and Reemployment Rights Act (“USERRA”) ensure that employees are not adversely affected in their employment after taking leave for military service. Employees who serve in the military and are entitled to a military leave of absence without pay from the School under applicable laws should notify the Assistant Superintendent of Instruction and Human Resources regarding the need for military leave.

Please see the Assistant Superintendent of Instruction and Human Resources for more information regarding job reinstatement rights upon completion of military service.

SECTION 9 – BENEFITS

VACATION

Full-time employees who work twelve (12) months a year are eligible for vacation pay. Vacation is a time for you to rest, relax and pursue special interests. Vacation begins to accrue from date of hire and is only available for use after earning vacation time. TEACH recognizes employees by providing increased vacation time based on the number of years of continuous service.

Years of Continuous Service	Annual Time Provided	Maximum Accrual Allowed
1 - 5 years	10 days	15 days
6 – 10 years	15 days	22.50 days
11 + years	20 days	30 days

Employees that work only during the academic year do not earn vacation pay/time.

Every effort will be made to grant you your vacation at the time you desire. However, vacations should not interfere with TEACH’s operation and, therefore, must be approved by the Assistant Superintendent of Instruction and Human Resources at least thirty (30) days in advance. If a holiday occurs during your scheduled vacation, if eligible, you will receive holiday pay for that day, and you will not be charged for a vacation day on the day the holiday is observed.

The maximum accrual for vacation pay is one and one half (1.5) times your normal accrual rate. Once the maximum accrual has been reached, no further time will accrue until the employee has

taken vacation time. Any accrued, unused vacation at termination will be paid out. Vacation pay is not considered “hours worked” when computing overtime.

Vacation time may not be “cashed out” in lieu of taking time off.

SICK LEAVE

The School enacted this policy in accordance with the Nevada Healthy Workplaces, Healthy Families Act to provide paid sick leave (“PSL”) to eligible employees.

Eligible Employees

All employees (including part-time and temporary) who work for the School more than 30 days within a year in Nevada are eligible to accrue PSL beginning on the first day of employment under the accrual rate and cap set forth in this policy.

Permitted Use

Eligible employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventive care for) the employee or the employee’s family member. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by Nevada law.

Employees may also use their PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault.

Accrual Rate, Maximum, and Carryover

Eligible employees will accrue one hour of PSL for every 30 hours worked beginning on their first day of employment. Accrual for non-exempt employees will be calculated based on actual hours worked. Accrual of PSL for eligible exempt employees will be calculated based on a 40-hour workweek or the employee’s normal workweek if the employee normally works less than 40 hours. PSL accrues on an as-worked basis and does not accrue during any non-working time or unpaid leave of absence.

There is a cap on PSL accrual. Employees may accrue up to 48 hours of PSL. Once the employee’s PSL reaches the maximum, further accrual of PSL is suspended until the employee has reduced the PSL balance below this limit. In such a case, no PSL will be earned for the period in which the employee’s PSL was at the maximum. Accrued but unused PSL will carry over from year to year, subject to this maximum accrual.

Limits on Use

Eligible employees may use accrued PSL beginning on the 90th day of employment. Each school year, employees may only use a maximum of 24 hours of their accrued PSL.

PSL may be taken in minimum increments of one hour. If an exempt employee absents himself or herself from work for part or all of a workday for a reason covered by this policy, he or she will be required to use accrued PSL to make up for the absence.

Notification

The employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, the employee must provide notice as soon as practicable.

Termination

Employees will not receive pay in lieu of accrued but unused PSL. Accrued but unused PSL will not be paid out upon termination.

No Discrimination or Retaliation

The School prohibits discrimination or retaliation against employees for using their PSL.

Cash out

Credentialed teachers are eligible to cash-out unused PSL at the end of the school calendar year at a rate of \$22 per hour.

Non-credentialed teachers and other non-teacher employees will not receive pay in lieu of unused PSL. Unused PSL will not be paid out upon termination or resignation. Teachers must complete the school year to be eligible for PSL cash-out program.

INSURANCE BENEFITS

Full-time employees (30+ hours per week average) are entitled to insurance benefits offered by TEACH on the first day of the calendar month following the completion of sixty (60) days of continuous service. Certificated full-time employees are eligible to participate on the first day of the calendar month following the commencement of employment. These insurance benefits will include medical, dental, vision and life. TEACH will contribute up to \$350 a month towards insurance premiums for eligible non-exempt employees and up to 10% of monthly salary towards insurance premiums for eligible exempt employees. Employees are required to contribute to any costs not covered by the employer contribution. If insurance premium rates increase, employees are required to contribute to the cost of the increase to retain coverage if cost is over the employer contribution. Unless otherwise mandated by law, employees on a leave of absence of more than four (4) months are responsible for selecting continuing health coverage and paying the premium for such coverage through COBRA.

COBRA BENEFITS

The Federal Consolidated Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under TEACH's health plan when a "qualifying event" would normally result in the loss of eligibility.

Some common qualifying events are resignation, termination of employment, or death of an employee, a reduction in an employee's hours or leave of absence, divorce or legal separation and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at TEACH group rates plus an administration fee. TEACH or our carrier provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under "TEACH's health insurance plan. The notice contains important information about the employee's rights and obligations.

SOCIAL SECURITY/MEDICARE

If you are a full-time regular employee contributing to a teacher's retirement system (PERS/STRS), your earnings from this job are not covered under Social Security. When you retire, or if you become disabled, you may receive a pension based on earnings from this job. If you do, and you are also entitled to a benefit from Social Security based on either your own work or the work of your husband or wife, or former husband or wife, your pension may affect the amount of the Social Security benefit you receive. Your Medicare benefits, however, will not be affected.

TEACH withholds income tax from all employees' earnings and participates in FICA (Social Security), for temporary employees and Medicare withholding and matching programs as required by law.

WORKER'S COMPENSATION INSURANCE

Eligible employees are entitled to workers' compensation insurance benefits when suffering from an occupational illness or injury. This benefit is provided at no cost to the employee.

In the event of an occupational injury or illness (as defined under Workers' Compensation Law) an employee may be covered by workers' compensation insurance instead of group insurance.

If an employee should become injured or in any way disabled on the job, he or she must report the injury immediately to his or her supervisor. It is a felony to file a fraudulent or false workers' compensation claim.

403B & 457 Plans

Eligible employees are entitled to participate in TEACH 403b & 457 plans. As of July 1, 2019 for participating exempt employees who contribute 1 percent to 5 percent of their base monthly salary through salary reduction (tax-deferred contribution), TEACH will contribute an amount up to 2.5% employer contribution. TEACH Las Vegas's contribution is 100% vested after three (3) years of employment. TEACH's 403b & 457 plans are administered through Equitable LLC. Additional information on TEACH's 403b & 457 plan may be requested via TEACH Las Vegas Human Resources Department or Equitable LLC.

WORKER'S COMPENSATION INSURANCE

Eligible employees are entitled to workers' compensation insurance benefits when suffering from an occupational illness or injury. This benefit is provided at no cost to the employee.

If an employee should become injured or in any way disabled on the job, he or she must report the injury immediately to his or her supervisor. It is a felony to file a fraudulent or false workers' compensation claim.

SECTION 10 – EMPLOYEE COMMUNICATIONS

COMMUNICATIONS POLICY

Every employee is responsible for using the TEACH Las Vegas’s computer system, including, without limitation, its computers, laptops, iPads, tablets, cellular phones, electronic mail (Email) system, telephone, video conferencing, voicemail, facsimile systems and the Internet (“Communications Systems”), properly and in accordance with this policy. Any questions about this policy should be addressed to the Assistant Superintendent of Instruction and Human Resources.

The Communication Systems are the property of TEACH Las Vegas and have been provided for use in conducting TEACH Las Vegas business. All communications and information transmitted by, received from, created, or stored in its Communication Systems are TEACH Las Vegas records and property of TEACH Las Vegas. The Communication Systems are to be used for school purposes only. Employees may, however, use TEACH Las Vegas technology resources for the following incidental personal uses so long as such use does not interfere with the employee’s duties, is not done for pecuniary gain, does not conflict with TEACH Las Vegas business, and does not violate any TEACH Las Vegas policies:

- To send and receive necessary and occasional personal communications;
- To use the telephone system for brief and necessary personal calls; and
- To access the Internet for brief personal searches and inquiries during meal periods or other breaks, or outside of work hours, provided that employees adhere to all other usage policies.

No Expectation of Privacy

TEACH Las Vegas has the right, but not the duty, to monitor any and all of the aspects of its Communication Systems, including, without limitation, reviewing documents created and stored on its Communication Systems, deleting any matter stored in its system (including, without limitation, its Email and word processing systems), monitoring sites visited by employees on the Internet, monitoring chat and news groups, reviewing material downloaded or uploaded by users to the Internet, and reviewing Email, voicemails and instant messages sent and received by users. Further, TEACH Las Vegas may exercise its right to monitor its Communications Systems for any reason and without the permission of any employee. Employee use of TEACH Las Vegas’s Communication Systems constitutes consent to all the terms and conditions of this policy.

Even if employees use a password to access the Communication Systems (or any aspect thereof), the confidentiality of any message stored in, created, received, or sent from TEACH Las Vegas’s Communication Systems is not assured. Use of passwords or other security measures does not in any way diminish TEACH Las Vegas’s right to monitor and access materials on its Communication Systems, or create any privacy rights of employees in the messages and files on the system. Any password used by employees must be revealed upon request to TEACH Las Vegas for any reason that TEACH Las Vegas, in its discretion, deems appropriate. Further, employees should be aware that deletion of any Email messages, voicemails or files would not

truly eliminate the messages from the system. All Email messages, voicemails and other files may be stored on a central back-up system in the normal course of data management.

Employees have no expectation of privacy in anything they view, create, store, send or receive on the Communication Systems.

Notwithstanding the foregoing, even though TEACH Las Vegas has the right to retrieve, read and delete any information viewed, created, sent, received or stored on its Communication Systems, Email messages should still be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any Email messages that are not sent to them or by them. Any exception to this policy must receive the prior approval of Assistant Superintendent of Instruction and Human Resources.

Professional Use of Communication Systems Required

Employees are reminded to be courteous to other users of the system and always to conduct themselves in a professional manner. Emails and other text communications, in particular, are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. Users should write Email communications with no less care, judgment and responsibility than they would use for letters or internal memoranda written on TEACH Las Vegas letterhead.

Offensive and Inappropriate Material

TEACH Las Vegas's policy against discrimination and harassment, sexual or otherwise, applies fully to TEACH Las Vegas's Communication Systems, and any violation of that policy is grounds for discipline up to and including discharge. Therefore, no Email messages should be created, sent, or received if they contain intimidating, hostile, or offensive material concerning race, color, religion, sex, age, national origin, disability or any other characteristic protected by law. Further, material that is fraudulent, harassing, abusive, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, unlawful, inappropriate, or offensive (including offensive material concerning sex, race, color, national origin, religion, age, disability, or any other characteristic protected by law) may not be downloaded from the Internet or displayed or stored in TEACH Las Vegas's computers. Employees encountering or receiving this kind of material should immediately report the incident to the Assistant Superintendent of Instruction and Human Resources.

TEACH Las Vegas may (but is not required) to use software to identify inappropriate or sexually explicit Internet sites. Such sites may be blocked from access by TEACH Las Vegas networks. Notwithstanding the foregoing, TEACH Las Vegas is not responsible for material viewed or downloaded by users from the Internet. The Internet is a worldwide network of computers that contains millions of pages of information. Users are cautioned that many of these pages include offensive, sexually explicit, and inappropriate material. Even innocuous search requests may lead to sites with highly offensive content. In addition, having an email address on the Internet may lead to receipt of unsolicited email containing offensive content. Users accessing the Internet do so at their own risk. Employees who encounter inappropriate or sexually explicit material while

browsing on the Internet should immediately disconnect from the site, regardless of whether the site was subject to TEACH Las Vegas's blocking software.

Solicitations

TEACH Las Vegas's Communication Systems may not be used to solicit for political causes, commercial enterprises, outside organizations, or other non-job-related solicitations. Approval from Assistant Superintendent of Instruction and Human Resources is required before anyone can post any information on commercial on-line systems or the Internet.

Licenses and Fees

Employees may not agree to a license or download any material over the Internet for which a registration fee is charged without first obtaining the express written permission of Assistant Superintendent of Instruction and Human Resources.

Games and Entertainment Software

Employees may not use a TEACH Las Vegas Internet connection to download games or other entertainment software, or to play games over the Internet.

Confidential Information

Employees may not transmit information over the Internet or through email that is confidential or proprietary. Employees are referred to TEACH Las Vegas's "Confidential Information" policy, contained herein, for a general description of what TEACH Las Vegas deems confidential or proprietary. When in doubt, employees must consult their immediate supervisor and obtain approval before transmitting any information that may be considered confidential or proprietary.

Copyrights and Trademarks

TEACH Las Vegas's Communication Systems may not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization from Assistant Superintendent of Instruction and Human Resources. Employees, if uncertain about whether certain information is copyrighted, proprietary, or otherwise inappropriate for transfer, should resolve all doubts in favor of not transferring the information and consult a supervisor. Any TEACH Las Vegas-approved material that is posted or sent via its computer system should contain all proper copyright and trademark notices.

Maintenance and Security of the System

Employees must not deliberately perform acts that waste resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, sending mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, streaming video or audio files, engaging in online chat groups, printing excessive copies of documents, or otherwise creating unnecessary network traffic. Because audio, video and picture

files require significant storage space, files of this or any other sort may not be downloaded unless they are business-related.

To ensure security and to avoid the spread of viruses, employees accessing the Internet through a computer attached to TEACH Las Vegas's network must do so through an approved Internet firewall. Accessing the Internet directly by modem is strictly prohibited unless the computer you are using is not connected to TEACH Las Vegas's network.

Files obtained from sources outside TEACH Las Vegas including disks brought from home; including files downloaded from the Internet, news groups, bulletin boards, or other online services; files attached to email; and files provided by students, parents or vendors, may contain dangerous computer viruses that may damage TEACH Las Vegas's computer network. Employees should never download files from the Internet, accept email attachments from outsiders, or use disks from non- TEACH Las Vegas sources, without first scanning the material with TEACH Las Vegas-approved virus checking software. If you suspect that a virus has been introduced into TEACH Las Vegas network, notify technology personnel immediately.

Violations of this Policy

Violations of this policy will be taken seriously and may result in disciplinary action, including possible termination, and civil and criminal liability.

Amendment and Modification of this Policy

TEACH Las Vegas reserves the right to modify this policy at any time, with or without notice. TEACH Las Vegas may require employees to acknowledge and comply with a separate Acceptable Use Policy for Internet and Network Resources.

SOCIAL MEDIA POLICY

TEACH Las Vegas has adopted the following policy with regard to employees' behavior on social networking sites including, but not limited to, Facebook, Twitter, LinkedIn, Pinterest, Instagram, SnapChat and YouTube. If you wish to use networking protocols or set up a social media site as a part of the educational process, please work with your administrators and technology staff to identify and use a restricted, school-endorsed networking platform. Such sites will be the property of the School who will have unrestricted access to, and control of, such sites.

This policy is intended to supplement, not replace, the School's other policies, rules, and standards of conduct. For example, School policies on confidentiality, use of School equipment, professionalism, employee references and background checks, workplace violence, unlawful harassment, and other rules of conduct are not affected by this policy.

You are required to comply with the following rules and guidelines when participating in social media activities that are governed by this policy:

- Comply with the law at all times. Do not post any information or engage in any social media activity that may violate applicable local, state, or federal laws or regulations.

- Do not engage in any discriminatory, harassing, or retaliatory behavior in violation of School policy.
- Respect copyright, fair use, and financial disclosure rules and regulations. Identify all copyrighted or borrowed material with proper citations and/or links.
- Maintain the confidentiality of the School's trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how, and technology. Do not post internal reports, policies, procedures, or other internal business-related confidential communications. This prohibition applies both during and after your employment with the School.
- Do not post confidential information (as defined in this Handbook) about the School, its employees, or its students. Remember that most student information is protected by the Family Educational Rights and Privacy Act, including any and all information that might identify the student. Publicizing student work and accomplishments is permitted only if appropriate consents are obtained.
- While limited and incidental social media activities at work may be tolerated, such social media activities may not interfere with your job duties or responsibilities. Do not use your School-authorized e-mail address to register on social media websites, blogs, or other online tools utilized for personal use.
- Be knowledgeable about and comply with the School's background check procedures.
- Be knowledgeable about and comply with the School's reference policy. Do not provide employment references for current or former employees, regardless of the substance of such comments, without prior approval from the School.
- We encourage you to be fair and courteous to fellow employees, students, parents, vendors, customers, suppliers, or other people who work on behalf of the School. We also encourage you to avoid posting statements, photographs, video, or audio that could be reasonably viewed as malicious, obscene, threatening, or intimidating, that disparage employees, students, parents, vendors, customers, suppliers, or other people who work on behalf of the School, or that might constitute harassment or bullying.
- Make sure you always try to be honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Please do not post any information or rumors that you know to be false about the School, fellow employees, students, parents, vendors, customers, suppliers, people working on behalf of the School, or competitors.
- Never represent yourself as a spokesperson for the School unless authorized to do so. If you publish social media content that may be related to your work or subjects associated with the School, make it clear that you are not speaking on behalf of the School and that your views do not represent those of the School, fellow employees, students, parents, vendors, customers, suppliers, or other people working on behalf of the School. It is best to use a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the School."

- Never be false or misleading with respect to your professional credentials.
- Do not take any photos, videos, or other media in the workplace or on the School's premises or at School functions without permission of the School. It is your responsibility to ensure that your posts do not contain any prohibited information, or Confidential Information, including, but not limited to, photos, videos, or other media referencing or relating to student information, even if the student(s) is/are not specifically identified by name but could be easily determined or may be perceived as identifying any student or group of students. Violations may result in disciplinary action, up to and including termination.
- Supervisors who "friend" subordinates on social media accounts (whether personal or School accounts) are responsible for abiding by this policy at all times and immediately reporting any violations of this policy to Assistant Superintendent of Instruction and Human Resources. Failure to do so may result in disciplinary action, up to and including termination.

Employees are not to initiate "friendships" with students or parents. Employees shall not accept students as friends on any personal social networking sites and are to decline any student-initiated friend requests. Employees must delete any students already on their "friends" list immediately. Employees should also be aware that participation in social media, even in a private setting, may not remain private and posts may become public knowledge and/or reported to the School.

Employees should weigh whether a particular posting puts his/her effectiveness as a School employee at risk. TEACH Las Vegas encourages employees to post only what they want the world to see. Imagine that students, their parents, or administrators will visit your site as most information is available to the general public even after it is removed from the site. Employees may not discuss students nor post images that include students.

This policy should not be construed, and will not be applied, in a manner that violates employee rights under the National Labor Relations Act.

Employees may not comment on a student's blog or a student's other social networking commentaries.

Employees may not use trade names, or logos belonging to the School without express written permission of the Assistant Superintendent of Instruction and Human Resources.

In the event you have any questions about whether a particular social media activity may involve or implicate the School, or may violate this policy, please contact Assistant Superintendent of Instruction and Human Resources.

Social media is in a state of constant evolution, and the School recognizes that there will likely be events or issues that are not addressed in these guidelines. Thus, each School employee is responsible for using good judgment and seeking guidance, clarification, or authorization before engaging in social media activities that may implicate this policy.

Failure to comply with TEACH Las Vegas's social medial policy will result in disciplinary action, up to, and including, immediate termination.

EQUIPMENT POLICY

TEACH Las Vegas attempts to provide all staff members with the equipment and supplies needed to do their job. Providing equipment is a great expense to the School. It is expected that everyone will protect and care for all equipment and supplies issued to them. Staff members are responsible for the cost of lost, stolen, or broken items issued to them including: keys, textbooks, teacher guides, laptops, and any other equipment that may be assigned to them or their classroom if the loss is due to willful misconduct.

Laptop Computers

Each staff member assigned a laptop for professional use shall be required to sign a laptop Agreement Form and will be charged for any damages, loss or theft to the laptop caused by willful misconduct.

Although issued to an individual employee, all computing devices are considered the personal property of the primary organizational unit to which the receiving employee belongs and shall be returned upon termination of employment with the School, after reassignment of job duties or immediately upon request at any time by an official of the School.

Employees are expected to take all appropriate measures and precautions to prevent the loss, theft, damage and/or unauthorized use of such equipment. Such precautions shall include, but not be limited to the following:

- Keep the computing device in a locked and secured environment when not being used;
- Do not leave the computing device for prolonged periods of time in a vehicle, especially in extreme temperatures;
- Keep food and drinks away from all computing devices and work areas;
- Do not leave the computing device unattended at any time in an unsecured location (e.g., an unlocked empty classroom or office); and
- Always keep the computing device in sight while in public places, such as public transportation, airports, restaurants, etc. Should an employee's computing device be lost or stolen, the employee must:
 - immediately report the incident to his/her immediate supervisor and Chief representative.
 - obtain an official police report documenting the theft or loss; and

- provide a copy of the police report to his/her immediate supervisor or Executive Director.

If the employee fails to adhere to these procedures, the employee will be held legally and financially responsible to the School for the replacement of such equipment.

The School is under no legal, financial or other obligation to provide for a replacement computing device to any employee whose device is lost, stolen or damaged.

The School may add security and other tracking technology to any and all computing devices issued by it and any and all such usage is subject to review, monitoring and auditing by the School.

Non-compliance with any policies or procedures will result in appropriate disciplinary action and/or reimbursement of any and all costs to the School if resulting from an employee's willful misconduct.

CELL PHONE POLICY

Personal cell phone use is not permitted while you are working. Cell phones should be turned off and stored with your other personal belongings while you are working.

If you are required to perform business on a cell phone for TEACH Las Vegas while driving, you must utilize the hands-free option on the cell phone or a headset/earpiece device. Sending, writing, or reading text based communications on your cell phone while driving a School vehicle or your own vehicle to conduct School business is prohibited. Text based communications include, but are not limited to, text messages, instant messages and email.

Employees whose job responsibilities do not specifically include driving as an essential function, but who use a cell phone for business purposes, whether issued by TEACH Las Vegas or not, are also expected to abide by the provisions above. Under no circumstances are employees allowed to place themselves or others at risk to fulfill business needs.

Any employee who fails to comply with this policy will be deemed to have engaged in grossly negligent conduct beyond the course and scope of his or her employment. As a result, any employee who is charged with a traffic violation or incurs any other form of liability resulting from a violation of this policy will, to the extent allowed by applicable law, be solely responsible for any such liability.

If you are assigned a School cell phone to conduct School business, please notify your supervisor if the cell phone is misplaced, stolen, or damaged. Personal calls, received or placed, are not allowed on School cell phones.

TELEPHONE CALLS AND TEXTING

While at work and during staff meetings, the employee's undivided attention is expected. Cell phones, texting, and pagers are not allowed so that the activities or discussion are not disturbed. Employees should wait to make personal phone calls during breaks.

NO SOLICITATION/DISTRIBUTION POLICY

In order to minimize non-work-related activities that could interfere with providing quality education, teamwork, and safety, TEACH Las Vegas has established the following policy concerning solicitation and the distribution of written materials other than those directly related to the School's business.

Non-employees may not solicit or distribute written materials of any kind at any time on premises that are owned, leased, operated, managed or controlled by TEACH Las Vegas.

Employees may not solicit other employees during the workday when either the person doing the solicitation or the person being solicited is engaged in or required to be performing work tasks.

Employees may not distribute written materials of any kind during the workday when either the distributing employee or the employee receiving the materials is engaged in or required to be performing work tasks.

Employees may solicit other employees when both parties are on non-work time. Employees may distribute written materials in non-work areas during non-work time.

The sole exceptions to this policy are charitable and community activities supported and approved by TEACH Las Vegas.

School bulletin boards are the only areas where any merchandise or notices may be placed. Such items must meet the guidelines established by the School. The Assistant Superintendent of Instruction and Human Resources must approve any postings prior to posting.

TEACH Las Vegas reserves the right to discontinue any solicitation or distribution if the activities become disruptive to employees or the efficient operation of the School's business.

Definitions

Work time: any time when employees are engaged in or required to be performing work tasks or are otherwise "on the clock." Work time does not include break periods, meal times, or other periods during the workday when employees are properly not engaged in performing their work tasks.

Work areas: all areas controlled by the School where employees are performing work, except employee break areas, and parking lots (non-work areas).

Employee Responsibility

If you have a need to solicit and/or distribute materials on school premises, it must be in compliance with this policy. If you have questions, talk with the Assistant Superintendent of Instruction and Human Resources. If solicitation or distribution is conducted within the parameters of this policy, the manner of activities must not harass or intimidate other employees. If you are subjected to such behavior at any time, report the activity to your supervisor. If solicitation or distribution occurs while you are working, report the activity to the Assistant Superintendent of Instruction and Human Resources.

NEPOTISM POLICY

TEACH Las Vegas permits the employment of qualified relatives of employees, of the employee's household or immediate family as long as such employment does not, in the opinion of TEACH Las Vegas, create actual conflicts of interest. For purposes of this policy, "qualified relative" is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, corresponding in-law, "step" relation, or any member of the employee's household. TEACH Las Vegas will use sound judgment in the placement of related employees in accordance with the following guidelines:

Individuals who are related by blood, marriage, or reside in the same household are permitted to work in the same department, provided no direct reporting or supervisor-to-subordinate relationship exists. That is, no employee is permitted to work within "the chain of command" when one relative's work responsibilities, salary, hours, career progress, benefits, or other terms and conditions of employment could be influenced by the other relative.

Related employees may have no influence over the wages, hours, benefits, career progress and other terms and conditions of the other related staff members.

Current employees who marry will be permitted to continue working in the same job positions held only if they do not work in direct supervisory relationship with one another or in job positions involving conflicts of interest. If relatives are found to be employed in any of these prohibited job positions, the School will take action to eliminate the conflict, including possibly requiring one or both employees to accept a transfer to another position or to resign. The TEACH Board of Directors must approve any exceptions to this policy.

BUILDING SECURITY/SCHOOL KEYS

All employees who are issued keys to the office and classrooms are responsible for their safekeeping. These employees will sign a <BUILDING KEY DISBURSEMENT FORM> upon receiving the key.

You will be assigned all appropriate building keys needed to conduct your daily job responsibilities. You are responsible for all keys. Duplication of any school key is not allowed and strictly prohibited. It is against School policy to loan or distribute your assigned keys to

another employee or non-employee of the School. If your school keys are lost, misplaced, destroyed, or stolen, you must report it immediately to the Superintendent.

The last employee, or a designated employee, who leaves the office and /or the school site at the end of the business day assumes the responsibility to ensure that all doors are securely locked, the alarm system is armed, thermostats are set on appropriate evening and/or weekend setting, and all appliances and lights are turned off with exception of the lights normally left on for security purposes. Employees are not allowed on school property before or after hours without prior authorization.

INTERNAL INVESTIGATIONS & SEARCHES

From time to time TEACH Las Vegas may conduct internal investigations pertaining to security, auditing, or work-related matters. Employees are required to cooperate fully with and assist in these investigations if required to do so.

Whenever necessary, in TEACH Las Vegas's discretion, employees' work areas (i.e. desks, file cabinets, lockers, etc.) may be subject to a search without notice. Employees are required to cooperate. Because even a routine search for TEACH Las Vegas property might result in the discovery of an employee's personal possessions, all employees are encouraged to refrain from bringing into the workplace any item of personal property that they do not wish to reveal to TEACH Las Vegas. Employees have no expectation of privacy in their work areas.

VIOLENCE IN THE WORKPLACE

TEACH Las Vegas has adopted a policy prohibiting workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, bullying, and/or coercion, which involve, or affect TEACH Las Vegas or which occur on TEACH Las Vegas property will not be tolerated. Examples of workplace violence include, but are not limited to, the following:

All threats or acts of violence occurring on TEACH Las Vegas premises, regardless of the relationship between TEACH Las Vegas and the parties involved.

All threats or acts of violence occurring off TEACH Las Vegas premises involving someone who is acting in the capacity of a representative of TEACH Las Vegas.

Specific examples of conduct, which may be considered threats or acts of violence, include, but are not limited to, the following:

- Hitting or shoving an individual
- Threatening an individual or his/her family, friends, associates, or property with harm
- Intentional destruction or threatening to destroy TEACH Las Vegas property
- Making harassing or threatening phone calls
- Harassing surveillance or stalking (following or watching someone)
- Unauthorized possession or inappropriate use of firearms or weapons

TEACH Las Vegas's prohibition against threats and acts of violence applies to all persons involved in TEACH Las Vegas's operation, including but not limited to all personnel, contract, unpaid interns, volunteers and temporary workers and anyone else, including parents on TEACH Las Vegas property. Violations of this policy by any individual on TEACH Las Vegas property will lead to disciplinary action, up to and including termination and/or legal action as appropriate. All employees are encouraged to report incidents of threats or acts of physical violence of which they are aware to their supervisors or to the Assistant Superintendent of Instruction and Human Resources.

If an employee becomes aware of an imminent act of violence, a threat of imminent violence, or actual violence, emergency assistance must be sought immediately. In such situations, the employee should contact the law enforcement authorities by dialing 911. Immediately after contacting the law enforcement authorities, the employee must report the incident to Assistant Superintendent of Instruction and Human Resources.

Employees should immediately inform their supervisor or Assistant Superintendent of Instruction and Human Resources about any workplace security hazards. If these individuals are not available, the employee should immediately inform any other supervisor so that appropriate action can be taken.

There will be no retaliation against any employee who brings a complaint in good faith under the Violence in the Workplace Policy or who honestly assists in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven. However, disciplinary action may be taken against employees who, in bad faith, make false or frivolous accusations.

In certain circumstances, the School may seek a workplace violence restraining order on behalf of one or more employees in furtherance of its commitment to providing a workplace that is free from acts of violence or threats of violence.

SECTION 11 – STANDARDS OF CONDUCT

PERSONAL STANDARDS

Each employee must be neatly groomed and wear clothing that is professional and appropriate for the employee's position. The Assistant Superintendent of Instruction and Human Resources will inform you of any special clothing requirements. Employees will not be permitted to wear clothing or otherwise present an appearance that may cause disruption, be taken as offensive or reduce productivity. If you are assigned a School uniform, your uniform must be clean and presentable when you report to work.

PERSONAL APPEARANCE/STANDARDS OF DRESS

The Board of Directors believes that teachers and other TEACH Las Vegas staff serve as role models. They should therefore maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming.

The Board of Directors encourages staff, during school hours, to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities, and will not interfere with the learning process. Accordingly, all staff shall adhere to the following standards of dress:

- Clothing and jewelry must be safe and appropriate to the educational environment.
- All clothing must be clean and in good repair. Slits or tears in pants or other articles of clothing are not permitted except for modest slits in any apparel that are no higher than three (3) inches above the knee.
- Head coverings, including hats of any kind, except those worn for religious or safety reasons, are not to be worn inside school buildings including assemblies, classrooms, labs and offices. Hats may be worn outside for sun protection. All hats are to be removed upon entering school buildings. For exceptions to this policy, the Assistant Superintendent of Instruction and Human Resources must grant prior approval.
- Slacks and shorts are to be worn on the waist with no portion of an undergarment showing. Shorts should be modest in length and should be no higher than three (3) inches above the knee.
- All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage.
- For safety purposes, earrings must not dangle more than one (1) inch below the ear.
- Clothing or jewelry that depict and/or promote gangs (as defined in Ed. Code § 35183), drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity are not permitted.
- Appropriate shoes must be worn at all times.
- Assistant Superintendent of Instruction and Human Resources will be the final arbiter of what constitutes appropriate dress and attire.

DISCIPLINARY PHYSICAL CONTACT WITH STUDENTS

It is the policy of TEACH Las Vegas that no teacher or other staff member will use corporal punishment against a student. This prohibition includes spanking, slapping, pinching, hitting, tying, taping, or the use of any other physical force as retaliation or correction for inappropriate behavior.

STAFF-STUDENT INTERACTIONS

Boundaries Defined

For the purposes of this policy the term “boundaries” is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing beyond the boundaries of a student-teacher relationship is deemed an abuse of power and a betrayal of public trust.

Acceptable and Unacceptable Behaviors

Some activities may seem innocent from a staff member’s perspective but may be perceived as flirtation or sexual insinuation from a student or parental point of view. The purpose of the following lists of unacceptable and acceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to or may be perceived as inappropriate, or sexual misconduct, or “grooming.” Grooming is defined as an act or series of acts by a sexual predator to gain physical and/or emotional control by gaining trust (of staff and/or family and a minor) and desensitizing the minor to various forms of touching and other intimate interaction.

Staff members must understand their own responsibilities for ensuring that they do not cross the boundaries as written in this policy. If a student specifically requests that he or she not be touched, then that request must be honored. Violations could subject the teacher or staff member to discipline up to and including termination. *Disagreeing with the wording or intent of these established boundaries will be considered irrelevant for any required disciplinary purposes.* Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities.

Unacceptable Behaviors

These lists (and any subsequent lists) are not meant to be all-inclusive, but rather, illustrative of the types of behavior we intend to address by this policy.

- Giving gifts to an individual student that are of a personal and intimate nature (including photographs); or items such as money, food, outings, electronics, etc. without the written pre-approval of the Principal or School Leader. It is recommended that any such gifts be filtered through the Assistant Superintendent of Instruction and Human Resources along with the rationale therefor.
- Kissing of ANY kind

- Massage [Note: Prohibited in athletics unless provided by massage therapist or other certified professional in an open public location. Coaches may not perform massage or rub-down. Permitted in special education only as instructed under an IEP or 504 plan.]
- Full frontal or rear hugs and lengthy embraces
- Sitting students on one's lap (grades 3 and above)
- Touching buttocks, thighs, chest or genital area
- Wrestling with students or other staff member except in the context of a formal wrestling program
- Tickling or piggyback rides
- Any form of sexual contact
- Any type of unnecessary physical contact with a student in a private situation
- Intentionally being alone with a student away from school
- Furnishing alcohol, tobacco products, or drugs or failing to report knowledge of such
- "Dating" or "going out with" a student
- Remarks about physical attributes or physiological development of anyone. This includes comments such as "Looking fine!" or "Check out that [body part]."
- Taking photographs or videos of students for personal use or posting online
- Undressing in front of a student
- Leaving campus alone with a student for lunch
- Sharing a bed, mat, or sleeping bag with a student
- Making, or participating in, sexually inappropriate comments
- Sexual jokes, or jokes/comments with sexual overtones or double-entendres
- Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator.
- Listening to or telling stories that are sexually oriented
- Discussing your personal troubles or intimate issues with a student
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior

- Giving students a ride to/from school or school activities without the express, advance written permission of the Assistant Superintendent of Instruction and Human Resources and the student's parent or legal guardian
- Being alone in a room with a student at school with the door closed and/or windows blocked from view
- Allowing students at your home and/or in rooms within your home without signed parental permission for a pre-planned and pre-communicated educational activity which must include another educator, parent, or designated school volunteer
- Staff mirroring the immature behavior of minors
- Sending emails, text messages, social media responses, making phone calls, or sending notes or letters to students if the content is not about school activities. Communication via private social media accounts is not acceptable.

Acceptable Behaviors

- Pats on the shoulder or back
- Handshakes
- "High-fives" and hand slapping
- When age appropriate, touching face to check temperature, wipe away a tear, remove hair from face, or other similar types of contact
- Placing TK through second grade students on one's lap for purposes of comforting the child for a short duration only
- Holding hands while walking with small children or children with significant disabilities
- Assisting with toileting of small or disabled children in view of another staff member
- Touch required under an IEP or 504 Plan
- Reasonable restraint of a violent person to protect self, others, or property
- Obtaining formal written pre-approval from Superintendent to take students off school property for activities such as field trips or competitions, including parent's written permission and waiver form for any sponsored after-school activity whether on or off campus
- Emails, text-messages, phone conversations, and other communications to and with students, if permitted, must be professional and pertain to school activities or classes (communication should be initiated via transparent [non-private] school-based technology and equipment)

- Keeping the door wide open when alone with a student
- Keeping reasonable and appropriate space between you and the student
- Stopping and correcting students if they cross your own personal boundaries, including touching legs, or buttocks, frontal hugs, kissing, or caressing
- Keeping administration informed when a significant issue develops about a student, such as a change in demeanor or uncharacteristic behavior
- Keeping after-class discussions with a student professional and brief
- Immediately asking for advice from senior staff or administration if you find yourself in a difficult situation related to boundaries
- Involving your supervisor in discussion about boundaries situations that have the potential to become more severe (including but not limited to: grooming or other red flag behaviors observed in colleagues, written material that is disturbing, or a student's fixation on an adult)
- Making detailed notes about an incident that in your best judgement could evolve into a more serious situation later
- Recognizing the responsibility to stop Unacceptable Behaviors of students and/or co-workers
- Asking another staff member to be present, or within close supervisory distance, when you must be alone with a student after regular school hours
- Prioritizing professional behavior during all moments of student contact
- *Asking yourself if any of your actions, which are contrary to these provisions, are worth sacrificing your job and career.*

This policy does not prevent: 1) touching a student for the purpose of guiding them along a physical path; 2) helping them up after a fall; or 3) engaging in a rescue or the application of Cardio Pulmonary Resuscitation (CPR) or other emergency first-aid. Nor does it prohibit the use of reasonable force and touching in self-defense or in the defense of another. Restraining a child who is trying to engage in violent or inappropriate behavior is also allowed. Only such force as necessary to defend oneself, another person, or the child or to protect property is legally permitted. Excessive force is prohibited.

Boundaries Reporting

When any staff member, parent, or student becomes aware of a staff member (or volunteer, guest, vendor) having crossed the boundaries specified in this policy, or has a strong suspicion of misconduct, he or she must report the suspicion to the Assistant Superintendent of Instruction and Human Resources promptly. Reasonable suspicion means something perceived in spite of

inconclusive or slight evidence. It is based on facts that would lead a reasonable person to believe the conduct occurred. Prompt reporting is essential to protect students, the suspected staff member, any witnesses, and the school as a whole. Employees must also report to the administration any awareness of, or concern about, student behavior that crosses boundaries, or any situation in which a student appears to be at risk for sexual abuse.

Investigating

The Assistant Superintendent of Instruction and Human Resources will promptly investigate and document the investigation of any allegation of sexual misconduct or inappropriate behavior by a staff member, using such support staff or outside assistance, as he or she deems necessary and appropriate under the circumstances. Throughout this fact-finding process, the investigating administrator, and all others privy to the investigation, shall protect the privacy interests of any affected student(s) and/or staff member(s) including any potential witnesses, as much as possible. The investigating administrator shall promptly notify the Governing Board in closed session of the existence and status of any investigations. Upon completion of any such investigations, the Assistant Superintendent of Instruction and Human Resources shall report to the Governing Board any conclusions reached. The investigating administrator shall consult with legal counsel, as appropriate, prior to, during, and after conducting any investigation.

Consequences

Staff members who have violated this policy will be subject to appropriate disciplinary action, and where appropriate, will be reported to authorities for potential legal action.

CUSTOMER & PUBLIC RELATIONS

The School's image in front of students, parents (i.e. our "customers") and the general public is critical to our success. All employees are expected to be prompt, polite, courteous and attentive to our customers and the public. It is possible an employee may come into contact with a dissatisfied or hostile individual based on the nature of the employee's work. If this happens, you should immediately notify your supervisor or the Assistant Superintendent of Instruction and Human Resources. We will absolutely not tolerate conduct toward our customers or the general public that might be interpreted as unlawful discrimination or harassment. If you witness conduct in violation of this policy, you should immediately bring it to the attention of your supervisor or the Assistant Superintendent of Instruction and Human Resources.

STANDARDS OF CONDUCT AND CIVILITY

At TEACH Las Vegas, we are committed to upholding the highest standards of personal integrity and conduct. These standards are based on our dedication to treating people with dignity, respect, and civility, and taking individual and collective responsibility for our conduct. The manner in which we conduct ourselves defines us and how we are perceived by others. As school employees, we also serve as role models to our students.

TEACH Las Vegas employees are accountable for integrity in conduct and for the consequences of their actions or inactions. The highest of ethical standards are expected in all matters internal,

as well as with students, parents, and the community at large. All TEACH Las Vegas employees and any individuals acting on behalf of TEACH Las Vegas are required to conduct themselves in compliance with the essence of this Standards of Conduct and Civility policy. Any concerns must be promptly reported to a supervisor or the Assistant Superintendent of Instruction and Human Resources. Failure to comply with this policy may result in disciplinary action, up to and including termination.

PROHIBITED CONDUCT

The following is a list of conduct that is prohibited and will not be tolerated by the School. It is not an all-inclusive list, but rather a list designed to give examples of the types of conduct prohibited by the School.

- Falsification of employment records, employment information, or other School records.
- Recording the work time of another employee or allowing any other employee to record your work time, or allowing falsification of any timecard, either your own or another's.
- Theft, deliberate or careless damage or loss of any School property or the property of any employee or customer.
- Provoking a fight or fighting during working hours or on School property.
- Participating in horseplay or practical jokes on School time or on School premises where such conduct might be a safety risk or might be interpreted as offensive.
- Carrying firearms or any other dangerous weapons on School premises at any time or while acting on behalf of the School.
- Violation of the Substance and Alcohol policy.
- Insubordination, including but not limited to, failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening or abusive language toward a supervisor or member of management.
- Unreported absence on scheduled workdays unless otherwise excused.
- Excessive tardiness or absenteeism unless otherwise excused.
- Unauthorized use of School equipment, time, materials, facilities, or the School name.
- Sleeping or malingering on the job.
- Failure to observe working schedules, including the required rest and meal periods.
- Soliciting other employees for membership, funds, or other similar activity in connection with any outside organization during your working time or the working time of the employee(s) solicited.

- Distributing unauthorized literature or any written or printed material during working time or in work areas. ("Working time" does not include your meal and break periods.)
- Failure to timely notify your supervisor when you are unable to report to work absent extenuating circumstances.
- Failure of an employee to obtain permission to leave work for any reason during normal working hours.
- Abuse of sick leave.
- Violation of the Communication Systems Policy.
- Violation of the Standards of Conduct and Civility Policy.
- Failure to provide a physician's certificate when requested or required to do so.
- Violating the School's PERSONAL APPEARANCE/STANDARDS OF DRESS or dress code.
- Breaching Confidentiality.
- Making derogatory racial, ethnic, religious or sexual remarks or gestures; any violation of the Harassment and/or Equal Employment Opportunity policy; or using profane or abusive language at any time on School premises or during working hours.
- Violation of any safety, health, security, or School rule.
- Negligence or other conduct leading to the endangerment of harm of a child or children.
- Working overtime without authorization or refusing to work assigned overtime.
- Unsatisfactory job performance.
- Willfully or maliciously making false statements regarding any co-worker or submitting a complaint known to be false.

CONFIDENTIAL INFORMATION

You may, during the course of your duties be advised of certain confidential business matters and affairs of the School regarding its business practices, students, suppliers and employees. Your duties may also place you in a position of trust and confidence with respect to certain trade secrets and other proprietary information relating to the business of the School and not generally known to the public or competitors. Such proprietary information includes student information, competitive strategies, marketing plans, fundraising, personnel information and financial information. You shall not, either during your employment with the School or any time in the future, directly or indirectly:

- Disclose or furnish, directly or indirectly, to any other person, firm, agency, corporation, client, business, or enterprise, any confidential information acquired during your employment;
- Individually or in conjunction with any other person, firm, agency, School, client, business, or corporation, employ or cause to be employed any confidential information in any manner whatsoever, except in furtherance of the business of the School;
- Without the written consent of the School, publish, deliver, or commit to being published or delivered, any copies, abstracts, or summaries of any files, records, documents, drawings, specifications, lists, equipment, and similar items relating to the business of the School, except to the extent required in the ordinary course of your duties.

Employees shall not use their cell phone or similar device to engage in any form of audio or video recording on school property without the prior written approval of Assistant Superintendent of Instruction and Human Resources and the written consent of the individual being recorded.

Upon an extended leave of absence, request from the School or termination of employment, employees are required to immediately return to the School all property of the School in as good condition as when received (normal wear and tear excepted) including, but not limited to, all files, records, documents, drawings, specifications, lists, equipment and supplies, promotional materials, and similar items relating to the business of the School. This policy also encompasses any and all identifying or confidential information of all former and current students which is protected under the Family Educational Rights and Privacy Act.

Failure to comply with this policy may result in disciplinary action, up to and including termination.

CONFLICTS OF INTEREST

All employees must avoid situations that result in actual or even potential conflicts of interest. Personal, social and economic relationships with competitors, suppliers, customers, parents, or co-employees that may impair an employee's ability to exercise good judgment on behalf of the School or which give the appearance of such impairment create an actual or potential conflict of interest. .

TEACH Las Vegas expects employees to devote their best efforts to the interests of our school. TEACH Las Vegas recognizes your right to engage in activities outside of your employment, which are of a private nature and unrelated to our business. However, outside activities (second jobs, side businesses, clubs, etc.) must not interfere with your ability to fully perform your job duties at TEACH Las Vegas or create a conflict of interest with your statutory duty of loyalty to the School. The School prohibits employees from working with another School or external organization that competes with TEACH Las Vegas whether as a regular employee or as a consultant.

If you have any questions whether an action or proposed course of conduct would create a conflict of interest, you should immediately contact the Assistant Superintendent of Instruction and

Human Resources to obtain advice on this issue. A violation of this policy will result in immediate and appropriate discipline, up to and including immediate termination.

Outside Employment

If you are a full time employee, we expect that you devote your full professional effort to your position at TEACH Las Vegas. If you wish to participate in outside work activities, you are required to obtain written approval from the Assistant Superintendent of Instruction and Human Resources prior to starting those activities. Approval will be granted unless the activity conflicts with TEACH Las Vegas's interests. In general, outside work activities are not allowed when they:

- Prevent you from performing work for which you are employed at TEACH Las Vegas.
- Involve organizations that are doing or seek to do business with TEACH Las Vegas including actual or potential vendors.
- Violate provisions of law or TEACH Las Vegas policies or rules.
- When the employee is on a medical leave (FMLA/CFRA/PDL or any other medical leave).

Your obligations to TEACH Las Vegas must be given priority. Full time employees are hired and continue employment with the understanding that TEACH Las Vegas is their primary employer and that other employment, commercial involvement or volunteer activity that is in conflict with the business interests of the School is strictly prohibited.

EXPENSE REIMBURSEMENT POLICY

The School reimburses employees for reasonably necessary business expenses incurred within the course and scope of employment. Employees who have incurred pre-authorized business expenses, including, but not limited to mileage, must submit receipts, invoices, or route information fully documenting the expense. Do not incur expenses without prior authorization via written purchase order approval from the CFO/COO of TEACH Las Vegas. Purchase order requests can be placed via your site principal & office manager. Employees who have incurred business expenses should submit required receipts to the School business office within 30 days of incurring the expense.

General guidelines

- Original receipts are required for reimbursement of all expenses except for per diems.

These expenses include:

- Original boarding passes for airplane / train travel
- Credit card receipts
- Detailed merchant receipts

Receipts must be accompanied by a summary which outlines:

- The nature of the expense
- The name and titles of the individuals involved
- The purpose for the expense

Expense summaries must be submitted with receipts and approved by the CFO/COO.

All expenses and summaries must be submitted within 30 days to CFO/COO for payment.

Travel guidelines

Employees are required to fly coach class with the lowest available airfare for non-stop travel.

If a car rental is required, employees are requested to rent mid-sized or compact vehicles. Employees will be reimbursed for the fuel costs associated with renting a vehicle.

Employees will be reimbursed for reasonable hotel accommodations. Discounted room rates should be requested at the time of room booking.

For work-related trips, employees will be eligible for reimbursement of actual expenses up to a maximum of \$750 per day. Reimbursements will not be paid where other meal arrangements are provided. For example, a luncheon included with an event.

The following list includes examples of non-reimbursable expenses:

- Personal travel insurance
- Personal reading materials
- Childcare
- Toiletries, cosmetics, or grooming products
- Expenses incurred by spouses, children, or relatives
- In-room movies or video games
- Sporting activities, shows, etc.
- Alcohol with meals

Any questions related to the content of this policy or its interpretation should be directed to the CFO/COO.

SECTION 12 – SAFETY

SUBSTANCE AND ALCOHOL POLICY

It is the intent of TEACH Las Vegas to promote a safe, healthy and productive work environment for all employees. The School recognizes that the illegal and/or excessive use of drugs and/or alcohol is not conducive to safe working conditions, employees' health, efficient operations or School success.

For purposes of this policy, "illegal drugs" includes, but is not limited to, substances that are prohibited by law (such as cocaine, heroin, etc.), controlled substances, marijuana (including medicinal marijuana, marijuana vaping or other recreational marijuana use), and prescription drugs (if they are not prescribed for the person using them and/or not being used as prescribed). "Drug paraphernalia" means any accessory for the use, possession, manufacture, distribution, dispensation, purchase, or sale of illegal drugs. "Under the influence" means that the employee is affected by alcohol, prescription medication that impairs cognitive or physical functions, and/or illegal drugs in any detectable manner.

The School complies with all Federal and State regulations regarding drug use while on the job. This policy prohibits the following:

- Use, possession, purchase, or offer for sale of illegal drugs, drug paraphernalia or alcohol during working hours, including meal and break periods, or in the presence of pupils;
- Use, possession, purchase, or offer for sale of illegal drugs, drug paraphernalia, or alcohol on School property at any time;
- Use, possession, purchase, or offer for sale of illegal drugs, drug paraphernalia, or alcohol while attending a School function or event;
- Storing alcohol (if unauthorized), illegal drugs, or drug paraphernalia in a locker, desk, automobile, or other repository on the School's premises;
- Refusing to submit to an inspection or testing when requested by administration;
- Being under the influence of illegal drugs, prescription medication that impairs cognitive or physical functions and/or alcohol during working hours, while on the School's premises and/or attending a School function or event.
- Conviction under any criminal drug statute for a violation occurring in the workplace, including failure to notify the School in writing of employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than 5 calendar days after such conviction; or
- Failure to keep all prescribed medicine in its original container.

Employees taking physician-prescribed medications, which impairs the employee's job performance, (including medical prescribed marijuana) should not report to work. In addition, if you are required to take any kind of prescription or nonprescription medication that will affect your ability to perform your job, you are required to report this to Assistant Superintendent of Instruction and Human Resources. Assistant Superintendent of Instruction and Human Resources will determine if it is necessary to temporarily place you on another assignment or take other action as appropriate to protect your safety and the safety of other employees and students.

Employees taking physician-prescribed medication which will not impair their job performance may be required to present a statement from the prescribing physician to the employee's supervisor indicating the duration of the prescription and stating that the use of the prescription will not impair the employee's ability to perform his or her specific job duties. This policy does not require or request the prescribing physician or the employee to identify any prescription drug or the medical condition for which it is prescribed. No employee shall use or have in his or her possession on the School premises any prescription medication other than medications currently prescribed by a physician for the employee.

SMOKING

All School buildings and facilities are non-smoking facilities. This includes nicotine and non-nicotine cigarettes including (herbal cigarettes) as well as cigars, pipes, e-cigarettes, vaping and marijuana. Smoking is prohibited within 20 feet of a school building and within 25 feet of a school playground, whichever is farther.

SECURITY

All employees are responsible for helping to maintain a secure workplace. Be aware of persons loitering for no apparent reason. All staff is expected to question any unknown person seen in the workplace who does not have a visitor's pass. If you are leaving late at night or are in any other situation that presents security concerns or where you do not feel comfortable, please seek the assistance of the Assistant Superintendent of Instruction and Human Resources, other employees or call 911. Report any suspicious persons or activities to the Assistant Superintendent of Instruction and Human Resources. Never attempt to force an individual to leave the workplace if s/he is uncooperative. Immediately contact your supervisor or school administrators for assistance or call 911. Secure your desk or work area at the end of the day or when called away from your work area for an extended length of time, and do not leave valuable and/or personal articles that may be accessible in or around your work area. Employees shall not use their cell phone or similar device to engage in any form of audio or video recording on school property without the prior written approval of Assistant Superintendent of Instruction and Human Resources and the written consent of the individual being recorded. Please report any problems with our security systems to the Assistant Superintendent of Instruction and Human Resources.

PARKED VEHICLES

Employees are responsible for their own parked vehicles and the personal possessions within while parked on TEACH Las Vegas property. Be cautious: keep school property and/or personal possessions out of sight and lock your car. Insuring your vehicle and personal property against loss and damage is recommended for your protection.

PERSONAL AUTOMOBILE

Employees who use their own automobiles for travel on authorized school business will be reimbursed for mileage at the rate established by the Internal Revenue Services. Employee must have prior supervisory approval for the use of personal vehicles and must carry, at their own expense, the minimum insurance coverage for property damage and public liability.

PERSONAL PROPERTY

TEACH Las Vegas cannot be responsible and will assume no liability for any loss or damage to employee personal property resulting from theft, fire, or any other cause on TEACH Las Vegas's premises, including the parking area, or away from school property while on school business. TEACH Las Vegas employees are prohibited from using personal property for work-related purposes unless approved in advance by the Assistant Superintendent of Instruction and Human Resources.

SAFETY POLICY

TEACH Las Vegas is firmly committed to maintaining a safe and healthy working environment. All employees of the School are expected to be safety conscious on the job at all times. All unsafe conditions or hazards should be corrected immediately. Report all unsafe conditions or hazards to your supervisor or the Assistant Superintendent of Instruction and Human Resources immediately, even if you believe you have corrected the problem. If you suspect a concealed danger is present on School premises, or in a product, facility, piece of equipment, process or business practice for which the School is responsible, bring it to the attention of your supervisor or the Assistant Superintendent of Instruction and Human Resources immediately. Supervisors should arrange for the correction of any unsafe condition or concealed danger immediately and immediately contact the Assistant Superintendent of Instruction and Human Resources regarding the problem.

All workplace injuries and illnesses must be immediately reported to your supervisor and the Assistant Superintendent of Instruction and Human Resources.

TEACH Las Vegas has in place a written Injury and Illness Prevention Program as required by law. It is located in the main office for review.

ERGONOMICS

TEACH Las Vegas has invested in providing a work environment that is safe for all employees. To lessen the risk of ergonomic hazards, the School will make necessary adjustments to an individual's workstation, educate employees on ergonomic safety, and modify processes when deemed necessary to ensure the well-being and safety of our employees. You should report any ergonomic concerns to the Assistant Superintendent of Instruction and Human Resources.

SECTION 13 – TERMINATION

VOLUNTARY TERMINATION

TEACH Las Vegas will consider an employee to have voluntarily terminated his or her employment if the employee does any of the following: (1) elects to resign from TEACH Las Vegas; (2) fails to return from an approved leave of absence on the date specified without notifying the School for the need for continued leave including failure to communicate with the school; or (3) fails to report for work without notice to TEACH Las Vegas for three consecutive work days. TEACH Las Vegas requests that employees provide at least two weeks written notice of a voluntary termination. All TEACH Las Vegas property must be returned immediately upon terminating employment. TEACH Las Vegas retains the right to accept resignation immediately and pay the amount of straight time compensation an employee would have earned in lieu of further performance.

INVOLUNTARY TERMINATION

An employee may be terminated involuntarily for, among other reasons, poor performance, misconduct or other violations of TEACH Las Vegas's Rules of Conduct as set forth herein. Notwithstanding the foregoing, or anything else contained in this handbook, pursuant to its at-will policy, TEACH Las Vegas reserves the right to terminate any employee at any time, with or without advance notice and with or without cause.

EXIT INTERVIEWS

All employees who leave employment at TEACH Las Vegas will be asked to take part in an exit interview with the Assistant Superintendent of Instruction and Human Resources to communicate their challenges and growth while employed at TEACH Las Vegas. Information shared during an exit interview will be treated as confidential to the extent possible.

VERIFICATION AND REFERENCE POLICY

All requests for employment verification, references or personal information verification or disclosures must be directed to the Assistant Superintendent of Instruction and Human Resources. Only the Assistant Superintendent of Instruction and Human Resources is authorized to provide

verifications or references, or disclose personal information, pertaining to current or former employees.

With respect to verification requests, TEACH Las Vegas will disclose only the dates of employment and the title of the last position held. TEACH Las Vegas will verify or disclose an employee's salary history only if the employee provides written authorization for TEACH Las Vegas to provide the information. However, TEACH Las Vegas will provide information about current or former employees as required by law or court order. TEACH Las Vegas will not provide any letters of reference for current or former employees. Please refer all questions about this policy to the Assistant Superintendent of Instruction and Human Resources.

EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

By my signature below, I acknowledge that I have received a copy of TEACH Las Vegas's Employee Handbook, on the date indicated below and agree to my at-will employment as described below. I acknowledge that it is my responsibility to read and review the Employee Handbook carefully. I also acknowledge that it is my responsibility to ask for clarification if I do not understand any of the policies included in the Employee Handbook.

I understand that the Employee Handbook contains important information regarding TEACH Las Vegas's expectations, policies and guidelines and that I am expected to comply with these expectations, policies and guidelines at all times. I understand that the Employee Handbook does not provide a binding contract, but provides guidelines for personnel concerning some of TEACH Las Vegas's policies.

Just as I am free to terminate the employment relationship with TEACH Las Vegas at any time, TEACH Las Vegas, in its sole discretion, also reserves the right to modify or terminate the employment relationship with me at any time for any or no reason and with or without notice. Further, there is no agreement, express or implied, written or verbal, between the employee and TEACH Las Vegas for any specific period of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment. No one other than the Assistant Superintendent of Instruction and Human Resources of TEACH Las Vegas, with the approval of the Board of Directors, has the authority to alter my employment at-will status, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy. Further, any such agreement must be in writing and must be signed by the Assistant Superintendent of Instruction and Human Resources. This is the entire agreement between TEACH Las Vegas and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded. If I have an individually negotiated written employment agreement with TEACH Las Vegas, then the terms and conditions of that agreement will prevail to the extent it differs from the policies in this Handbook.

TEACH Las Vegas reserves the right to modify, alter, add to or delete any of the policies, guidelines or benefits contained in this handbook at any time with or without notice.

Other than TEACH Las Vegas Board of Directors, no other entity or person has the authority to modify this employee handbook.

Employee Name (print) _____

Employee Signature: _____

Date: _____

Addenda Form A; Non-Exempt Employee Meal Period Waiver Agreement
TEACH Las Vegas

NON-EXEMPT EMPLOYEE MEAL PERIOD WAIVER AGREEMENT

Waiver of First Meal Period (Applicable only when workday is 6 hours or less)

- I understand that I am entitled to and acknowledge that TEACH Las Vegas provides me with an uninterrupted, unpaid thirty-minute meal period whenever I work more than five hours in a workday. I also understand that my first meal period must start before the end of my fifth hour of work (i.e., 5 hours and 0 minutes on the clock).
- I wish to voluntarily waive my right to a thirty-minute meal period when my workday will be completed in six hours or less.
- I understand that I may revoke this agreement to waive my first thirty-minute meal period at any time, in writing, by providing written notice of revocation to Assistant Superintendent of Instruction and Human Resources. As a result, I understand this waiver will remain in effect each workday unless and until I provide a written notice to Assistant Superintendent of Instruction and Human Resources revoking this waiver.

Acknowledging the above, I hereby voluntarily waive my right to a thirty-minute meal period whenever my workday will be completed in six hours or less. If I wish revoke this waiver, I will notify Assistant Superintendent of Instruction and Human Resources immediately.

Second Meal Period (Applicable only when workday is more than 10 hours but not greater than 12 hours)

- I understand that I am entitled to and acknowledge that TEACH Las Vegas provides me with a second, uninterrupted, unpaid thirty-minute meal period whenever I work more than ten hours in a workday. I also understand that my second meal period must start before the end of my tenth hour of work (i.e., 10 hours and 0 minutes on the clock).
- I wish to voluntarily waive my right to a second meal period when my workday will be completed in twelve hours or less, provided that I did not waive my first meal period on the same workday.
- I understand that I may revoke this agreement to waive my second meal period at any time, in writing, by providing written notice of revocation to Assistant Superintendent of Instruction and Human Resources. As a result, I understand this waiver will remain in effect each workday unless and until I provide a written notice to Assistant Superintendent of Instruction and Human Resources revoking this waiver.

Acknowledging the above, I hereby voluntarily waive my right to a second meal period whenever my workday will be completed in twelve hours or less and I did not waive my first meal period on the same workday. If I wish revoke this waiver, I will notify Assistant Superintendent of Instruction and Human Resources immediately.

Employee's Printed Name

Employee's Signature

Date

Addenda Form B; Non-Exempt Employee Meal and Rest Period Reporting Form

TEACH Las Vegas

NON-EXEMPT EMPLOYEE

MEAL AND REST PERIOD REPORTING FORM

(ONE FORM FOR EACH APPLICABLE DAY)

Employee Name (Please Print): _____

Date: _____

Date/Time Issue Occurred: _____

Position: _____

Reported Issue(s)/Reason: (CHECK ALL THAT APPLY AND PROVIDE THE CORRESPONDING REASON FOR THE LATE, SHORT OR MISSED MEAL PERIOD AND/OR MISSED REST PERIOD)

Meal Periods

- Missed Meal Period
- Late Meal Period
- Interrupted Meal Period
- Short Meal Period

Reason for Missed, Late, Interrupted or Short Meal Period

- | | | |
|------------------------------------|--------------------------------------|--------------------------------|
| <input type="checkbox"/> Voluntary | <input type="checkbox"/> Involuntary | <input type="checkbox"/> Other |
| <input type="checkbox"/> Voluntary | <input type="checkbox"/> Involuntary | <input type="checkbox"/> Other |
| <input type="checkbox"/> Voluntary | <input type="checkbox"/> Involuntary | <input type="checkbox"/> Other |
| <input type="checkbox"/> Voluntary | <input type="checkbox"/> Involuntary | <input type="checkbox"/> Other |

Rest Periods

- Missed Rest Period
- Voluntary
- Involuntary
- Other

Circle/Select Applicable Missed Rest Period: 1 2 3 4

****Voluntary:** It was my own choice to refuse an authorized meal or rest period.
Involuntary: Through no choice of my own, I was not able to take a complete and proper meal or rest period.

Please provide details of what happened below regarding your meal period and/or rest period:

I understand that I am entitled to an uninterrupted, thirty-minute meal period whenever I work more than five hours in a workday and that my meal period must begin before the end of the fifth hour of work (unless, for workdays of six hours or less, I voluntarily waived my meal period). I understand that I am entitled to a second, uninterrupted thirty-minute meal period whenever I work more than ten hours in a workday and that my second meal period must begin before the end of the tenth hour of work. I also understand that I am authorized, permitted, and strongly encouraged to take a 10-minute (net) paid rest period for every 4 hours worked or major fraction thereof. If I voluntarily miss a meal or rest period or voluntarily experience a late, short, or interrupted meal period (e.g., it was my own choice to refuse an authorized meal or rest period), I understand that I am not entitled to one hour of premium pay for that meal or rest period. If I involuntarily miss a meal or rest period or involuntarily experience a late, short, or interrupted meal period (e.g., I wasn't allowed to take a proper meal or rest period), I understand that I am entitled to one hour of premium pay for that meal or rest period.

Employee Signature: _____ Date: _____
 Supervisor's Signature: _____ Date: _____

FORM MUST BE SUBMITTED IMMEDIATELY AFTER THE APPLICABLE MEAL OR REST PERIOD OCCURS TO Assistant Superintendent of Instruction and Human Resources.