



## Teach Las Vegas

### TEACH Las Vegas Governing Board Meeting

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#### Date and Time

Tuesday May 10, 2022 at 6:00 PM PDT

#### Location

Beth Bulgeron is inviting you to a scheduled Zoom meeting.

Topic: TEACH LV Governing Board Meeting

Time: May 10, 2022 06:00 AM Pacific Time (US and Canada)

Join Zoom Meeting

<https://teachpublicschools-org.zoom.us/j/89733248385?pwd=d1NTS3NIUVFEa29iYUt0MIF3Zys3QT09>

Meeting ID: 897 3324 8385

Passcode: 090258

One tap mobile

+16699006833,,89733248385#,,,,\*090258# US (San Jose)

+13462487799,,89733248385#,,,,\*090258# US (Houston)

Dial by your location

+1 669 900 6833 US (San Jose)

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+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

Meeting ID: 897 3324 8385

Passcode: 090258

Find your local number: <https://teachpublicschools-org.zoom.us/u/kUwBEnByV>

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This Board Meeting Agenda has been posted on the school's [Board on Track page](#), which is linked from the [TEACH Las Vegas webpage](#), and the official website of the state, <https://notice.nv.gov>. The agenda is also posted in the school's main office at 4660 N Rancho Drive, Las Vegas, NV 89130.

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#### Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>6:00 PM</b>
A. Call the Meeting to Order		Trishawn Allison	
B. Record Attendance		Beth Bulgeron	1 m
C. Public Comment		Trishawn Allison	10 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>			
<b>II. CONSENT ITEMS</b>			<b>6:11 PM</b>
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 and Minutes of the March 8, 2022 Board Meeting	Vote	Trishawn Allison	3 m
<b>III. ITEMS SCHEDULED FOR INFORMATION &amp; POTENTIAL ACTION</b>			<b>6:14 PM</b>
A. Financial Report	Discuss	Theresa Thompson	5 m
B. Update on Explore	Discuss	Matthew Brown	5 m
C. Approval of Amended Charter Contract	Vote	Matthew Brown	5 m
D. Contract for School Psychologist Services	Vote	Beth Bulgeron	5 m
E. Request for Proposals: Food Management Services	Vote	Enrique Robles	5 m
F. Updated Fiscal Policy	Vote	Beth Bulgeron	5 m
G. Approve the Proposed Governing Board Meeting Dates for School Year 2022-2023	Vote	Beth Bulgeron	5 m
H. Consider and Approve Renewal of Employee Benefits Package for Medical, Dental, Disability, Vision and Life for the July 21, 2022 - June 30, 2023.		Andrea Moore	5 m
I. Update on Student Recruitment	FYI	Andrea Moore	5 m
J. Executive Director's Report	Discuss	Andrea Moore	5 m
<b>IV. Closing Items</b>			<b>7:04 PM</b>
A. Upcoming Meeting Date	FYI		5 m

	<b>Purpose</b>	<b>Presenter</b>	<b>Time</b>
	The next regular Board Meeting is scheduled for June 14, 2022 at 6 pm.		
<b>B.</b>	Public Comment		5 m
<b>C.</b>	Board Member Comments		5 m
<b>D.</b>	Adjourn Meeting	Vote	

## Coversheet

### Approval of Board Agenda and Minutes of the March 8, 2022 Board Meeting

**Section:** II. CONSENT ITEMS  
**Item:** A. Approval of Board Agenda and Minutes of the March 8, 2022 Board Meeting  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** 2022\_03\_08\_board\_meeting\_minutes.pdf



DRAFT



## Teach Las Vegas

### Minutes

#### TEACH Las Vegas Governing Board Meeting

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##### **Date and Time**

Tuesday March 8, 2022 at 6:00 PM

##### **Location**

Beth Bulgeron is inviting you to a scheduled Zoom meeting.

Topic: TEACH LV Regular Board Meeting

Time: Mar 8, 2022 06:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://teachpublicschools-org.zoom.us/j/85678522307>

Meeting ID: 856 7852 2307

One tap mobile

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##### **Directors Present**

C. Igeleke (remote), D. Horn (remote), N. Sarisahin (remote), T. Allison (remote)

##### **Directors Absent**

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J. Sinclair

**Ex Officio Members Present**

A. Moore

**Non Voting Members Present**

A. Moore

**Guests Present**

B. Bulgeron, E. Robles, L. Ramirez, M. Brown, M. Pimienta, R. Carranza

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**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 Mar 8, 2022 at 6:01 PM.

**B. Record Attendance**

**C. Public Comment**

There was no public comment

**II. CONSENT ITEMS**

**A. Approval of Board Agenda and Minutes of the February 8, 2022 Board Meeting and the February 28th Special Meeting**

T. Allison made a motion to Approve the consent items.

D. Horn seconded the motion.

The board **VOTED** to approve the motion.

**Roll Call**

C. Igeleke Aye

J. Sinclair Absent

N. Sarisahin Aye

D. Horn Aye

T. Allison Aye

**III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION**

**A. Financial Report**

Theresa Thompson presented the monthly financials. Highlights reflected the anticipated rent adjustment and the 125 enrollment. Cash balance remains a concern. Adjustments and deferrals are being considered to improve cash flow for the remainder of the school year. The report included the usual balance sheet and is attached to the board agenda.

**B. 2022-2023 TEACH Las Vegas Preliminary Budget**

D. Horn made a motion to Approve the Preliminary Budget.

T. Allison seconded the motion.

Theresa Thompson presented the preliminary budget with Matt Brown. The budget projected an enrollment of 383 students and used the current rates for FRL and SPED. The state rates will be updated. The board asked several questions about the budget and debated on whether to not to approve the preliminary budget at this meeting or to wait until the April meeting. Ultimately the board decided to approve the preliminary budget, knowing that adjustments may be made in the future.

The board **VOTED** to approve the motion.

**Roll Call**

N. Sarisahin Aye  
C. Igeleke Aye  
J. Sinclair Absent  
D. Horn Aye  
T. Allison Aye

**C. Update on Explore**

Matt Brown provided an update on the Explore situation. It is very likely that Explore pay a lump sum and then will be able to pay half of the rent through Opportunity 180 and that Redhook will lower the amount due each month by half. Matt will confer with John on the issue of whether or not the licensing agreement needs to be revised. Board members commented that this was a very positive outcome to a difficult situation.

**D. Update on Student Recruitment**

Andrea Moore gave the update on student enrollment. She stated that the school has 125 new recruits from the recent social media outreach and open house. She was very optimistic that the school will reach its goal. She is holding open houses each month and then alternating Tuesday open houses and Saturday open houses from March 22 through May.

**E. Vote to Remove Inactive Board Member**

T. Allison made a motion to Remove Sinclair from the Board.

N. Sarisahin seconded the motion.

Boardmember Igeleke asked if the process was compliant with the Bylaws and whether or not notice was provided to Sinclair.

The board **VOTED** to approve the motion.

**Roll Call**

N. Sarisahin Aye  
C. Igeleke Aye  
J. Sinclair Absent  
T. Allison Aye  
D. Horn Aye

**F. Executive Director's Report**

Andrea Moore delivered the Executive Director's report. All staff plan on returning, although some are trying new grade level assignments. Leadership is busy with progress monitoring in order to provide timely interventions for students who are underperforming. The board offered congratulations and commended her on her hard work. Board member Igeleke shared her positive experience at a recent school visit.

#### **IV. Closing Items**

##### **A. Upcoming Meeting Date**

The Board decided to move the next meeting date to April 5th (from the original date of April 12th) in order to have sufficient time to make adjustments to the preliminary budget, should that be necessary.

##### **B. Public Comment**

There was no public comment.

##### **C. Board Member Comments**

No additional 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 6:54 PM.

Respectfully Submitted,  
T. Allison

# Coversheet

## Financial Report

**Section:** III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION

**Item:** A. Financial Report

**Purpose:** Discuss

**Submitted by:**

**Related Material:**

TEACH\_Las Vegas PPT Template for Monthly Board Presentations - March 2022.pdf

TEACH\_Las Vegas PPT Template for Monthly Board Presentations - April 2022.pdf

FY22-TLV-Frcst-22.05.04- Budget Update for 2023.pdf



# TEACH Las Vegas

Financial Presentation – March 2022

# March Highlights

- FY22-23 Approved Tentative Budget Submitted for review – Due date 4/15/2022
- Approved Budget Revision with proposed 125 enrollment (March's payments based on enrollment of 113.79)
- Greater Schools for Nevada Charter School Program grant award of \$1.5M approved. Submitted and CSP approved \$351K of YTD reimbursements- (\$53,526 submitted for P/Y)- CSP reimbursement schedule has changed from Monthly to Quarterly.
- Opportunity 180 Loan amount \$100,000- this loan has potential to be forgiven as grant.
- Applications and Budgets submitted for Title Funds/SPED Funds- Updated Budgets submitted and forecast updated
- 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

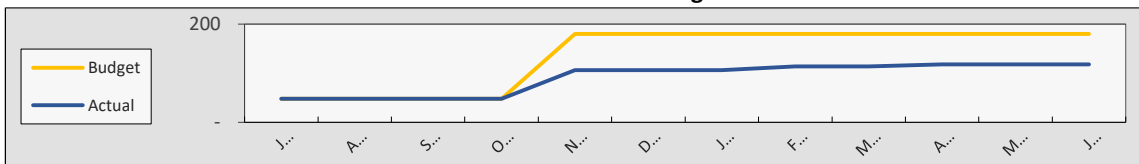
# Teach High School - NV



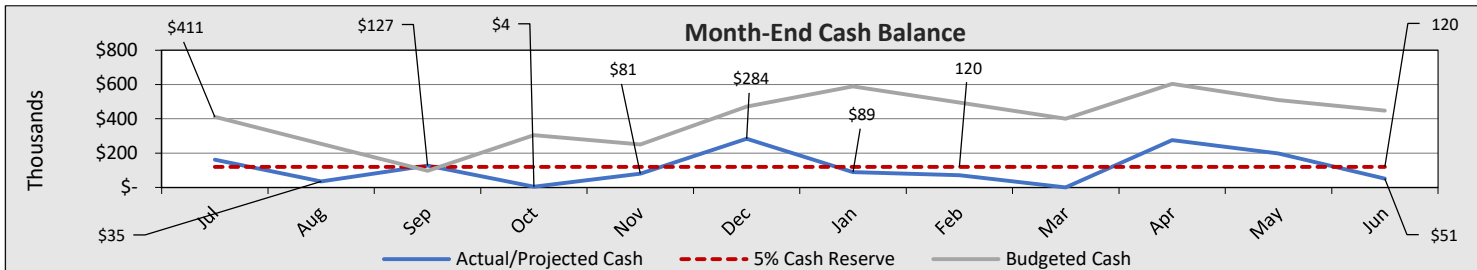
## FY22 Board Summary

Revised 4/15/2022

Attendance Tracking



	Year-to-Date			Annual/Full Year		
	Actual @ 03/31/2022	Revised Budget 03/31/2022@ 125	Fav/(Unfav)	Forecast @ 06/30/2022 -125	Revised Budget @6/30/2022-125	Fav/(Unfav)
<b>Revenue</b>						
Distributed School Account	\$ 532,230	\$ 531,090	\$ 1,140	\$ 899,595	\$ 899,595	\$ -
State Revenue	351,216	556,392	(205,176)	834,161	993,177	(159,016)
Federal Revenue	22,945	24,492	(1,547)	196,586	147,357	49,229
Other Local Revenue	430,240	370,065	60,175	575,240	470,065	105,175
<b>Total Revenue</b>	<b>\$ 1,336,631</b>	<b>\$ 1,482,040</b>	<b>\$ (145,409)</b>	<b>\$ 2,505,583</b>	<b>\$ 2,510,194</b>	<b>\$ (4,612)</b>
<b>Expenses</b>						
Salaries	\$ 447,154	\$ 439,933	\$ (7,220)	\$ 606,920	\$ 599,100	\$ (7,820)
Employee Benefits	125,440	133,044	7,604	175,359	187,854	12,495
Prof. and Tech. Services	221,827	247,629	25,802	328,707	340,609	11,902
Property Services	550,061	551,033	971	649,211	727,801	78,590
Other Purchased Services	53,827	51,302	(2,525)	61,676	66,388	4,712
Supplies	324,540	348,262	23,721	559,561	534,848	(24,712)
Debt Service and Misc.	3,407	3,670	263	3,670	3,932	263
General	5,173	6,420	1,246	8,921	10,168	1,246
<b>Total Expenses</b>	<b>\$ 1,731,430</b>	<b>\$ 1,781,291</b>	<b>\$ 49,861</b>	<b>\$ 2,394,024</b>	<b>\$ 2,470,700</b>	<b>\$ 76,676</b>
<b>Total Surplus(Deficit)</b>	<b>\$ (394,799)</b>	<b>\$ (299,251)</b>	<b>\$ (95,548)</b>	<b>\$ 111,559</b>	<b>\$ 39,494</b>	<b>\$ (72,064)</b>
<b>Adjustment for GASB:</b>						
<b>Add Back Deferred Rent</b>	<b>241,571</b>	<b>228,384</b>		<b>254,759</b>	<b>228,384</b>	
<b>Adjusted Surplus(Deficit)</b>	<b>(153,228)</b>	<b>(70,868)</b>		<b>366,318</b>	<b>267,878</b>	
Beginning Fund Balance	31,096	31,096		31,096	31,096	
<b>Ending Fund Balance</b>	<b>\$ (122,132)</b>	<b>\$ (39,772)</b>		<b>\$ 397,414</b>	<b>\$ 298,974</b>	
<i>As a % of Annual Expenses</i>	<i>-5.1%</i>	<i>-1.6%</i>		<i>16.6%</i>	<i>12.1%</i>	





# TEACH – Las Vegas Revenue



	Year-to-Date			Annual/Full Year		
	Actual @ 03/31/2022	Revised Budget 03/31/2022@ 125	Fav/(Unfav)	Forecast @ 06/30/2022 - 125	Revised Budget @6/30/2022- 125	Fav/(Unfav)
<b>Revenue</b>						
Distributed School Account	\$ 532,230	\$ 531,090	\$ 1,140	\$ 899,595	\$ 899,595	\$ -
State Revenue	351,216	556,392	(205,176)	834,161	993,177	(159,016)
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<b>Total Revenue</b>	<b>\$ 1,336,631</b>	<b>\$ 1,482,040</b>	<b>\$ (145,409)</b>	<b>\$ 2,505,583</b>	<b>\$ 2,510,194</b>	<b>\$ (4,612)</b>

See explanations on next slide



# TEACH- Las Vegas Revenue

- ❑ Distributed School Account (DSA) \$899.5K- State Revenue which is currently calculated at \$7,196.76 per Pupil. These funds are generated from State Taxes. Decrease is due to forecasting enrollment @ 125 instead of revised budget of 150 as well as updated per Pupil amount from \$7,403 to \$7,196.76
- ❑ State Revenue \$834K (**projected decrease of \$159K**)- is State Funding consisting of:
  - ❑ Special Education Funding of \$52K at a rate of \$455 per Enrollment.
  - ❑ Great Schools of Nevada Charter School Program Funding Grant of \$601K (a decrease of \$159K from January 2022) that is projected to be spent during FY21/22. This variance is subject to change as expenses incur and reimbursement requests submitted
  - ❑ Projected ESSER III Funds of \$83K added to forecast
- ❑ Federal Revenue \$196.5K (**projected increase of \$49K**) -mainly consisting of:
  - ❑ Restricted Grants In Aid \$107K- projected increase of \$27K as lunch reimbursements for National School Lunch Program (NSLP) - amounts have been updated based on prior NSLP reimbursement submissions- forecasted amounts subject to change based on actual submissions
  - ❑ Title I Funding of \$53.6K @\$466 per Free and Reduce Lunch Student which is projected reimbursed at 115 or 92% of projected student enrollment (updated budget submitted). Title I projected increase of \$15K compared to revised budget – new amounts based on Grants Management System
  - ❑ Title IIA \$11K based on updated grant amount in GMS- increase of \$3.2K
  - ❑ Federal Special Education Revenue of \$16K at a Rate of \$716 per Special Education Student. TLV is projecting @ 18% or 22.5 students will need Special Education Services. These amounts are subject to change based on final student count and any adjustments
  - ❑ Other Federal Revenue of \$8.1K consist of Title III- \$4,385 and Title IVA -\$3,773 combine increase of \$3.1K per updated amounts in GMS
- ❑ Other Local Revenue \$575K (**projected increase of \$105K**) and consist of 11months rental payments from Explore plus property insurance ( added 1 additional months @30K and **Proposed 3 months @25K**)- \$100K for projected loan forgiveness from Opportunity 180( Great Schools for Nevada Charter School Program)-

# TEACH Las Vegas – Expenses & Fund Balance



	Year-to-Date			Annual/Full Year		
	Actual @ 03/31/2022	Revised Budget 03/31/2022@ 125	Fav/(Unfav)	Forecast @ 06/30/2022 - 125	Revised Budget @6/30/2022- 125	Fav/(Unfav)
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<i>As a % of Annual Expenses</i>	<i>-5.1%</i>	<i>-1.6%</i>		<i>16.6%</i>	<i>12.1%</i>	

Note: Variance explanations on next slide

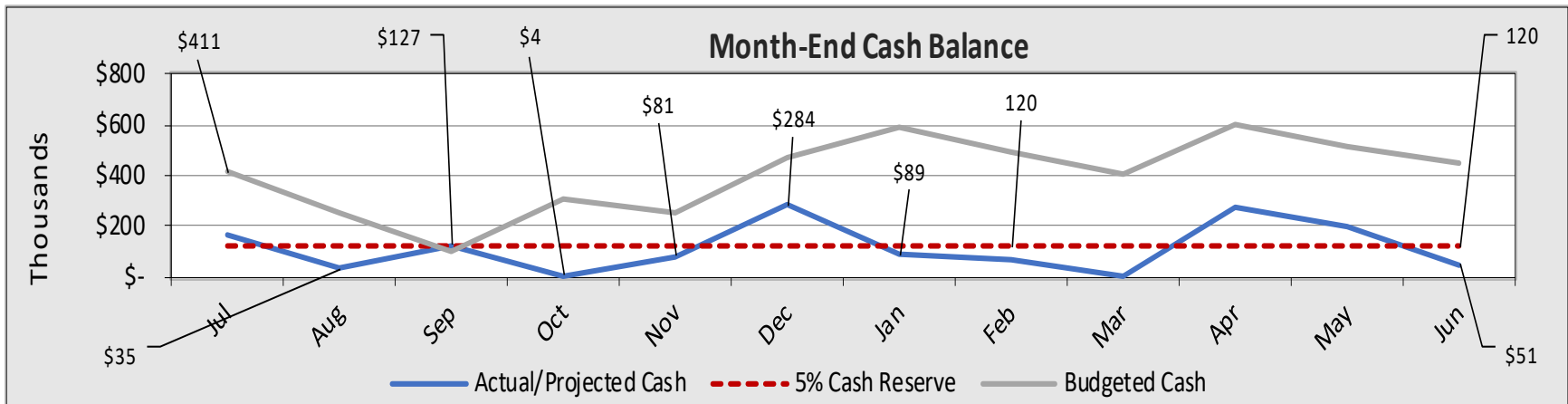
# TEACH- Las Vegas Expense

- **Salaries: \$606.9K**-Consist of 8 Certificated Teachers- (8 on staff and no open positions forecast)-- Certificated SPED Teacher, one Certificated EL Coordinator, one ED, and one Office Manager, one First Aid and Safety Assistant and IT Support/Server
  
- **Benefits: \$175K**- Mainly consist of Retirement PERS 29.25% @ \$126K // Health Benefits @\$25.7K
  
- **Professional Technical Services: \$328.7K**- Office and Administrative Fees \$138K Fees that are paid to EMO based on 5% of Total Revenue. Professional and Educational Services consist of \$71K of projected education Special Education services the entire amount included for reimbursement in CSP Budget. (reduced to agree with prior months' expenses) Data Processing and Coding Services \$37K based on 2% of revenue)
  
- **Purchased Property Services: \$649K- projected decrease of \$78K** Mainly consist of building lease amount of \$569K (includes deferred which is adjusted out-\$241.5K of lease amount is abated and deferred)- **Proposed Lease adjustment- forecasted @ \$25K March-June (subject to change)- decrease rent amount by \$63K**
  
- **Supplies: \$559K- Projected increase of \$ 24.7K**- Mainly consist of General Supplies of \$77K. Technology Supplies and Equipment of \$230K which includes Chromebooks, Faculty Laptops, Wireless Point Installation Cost, - all forecasted cost included for reimbursement in CSP Budget. Projected Nutrition Cost of \$90K. Combined Supplies Tech and Equipment \$102K. -all forecasted cost included for reimbursement in CSP Budget.

# TEACH Las Vegas – Cash



- ❑ Projected Cash Balance at year-end is \$51K
- ❑ Repayment 180 Loan is excluded from cash flow- this year- with anticipation that this loan will be forgiven as grant
- ❑ Includes \$78K for PERS remaining to be paid



# Questions & Discussion

Appendix follows, including:

- Monthly Cash Flow / Forecast 21/22
- Budget vs. Actual
- Statement of Financial Position
- AP Aging
- Monthly Check Register

**Teach High School - NV**  
**Monthly Cash Flow/Budget FY22**  
 Revised 4/15/2022



	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 Forecast	Revised Budget	Favorable / (Unfav.)
<b>Funding Timing</b>	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	0%			
<b>State- Revenue-Distributed School Account</b>																
3110-1192 Basic General Governmental Services Tax	-	28,787	28,787	27,708	167,518	65,544	63,669	81,972	68,245	74,936	74,936	74,936	142,556	899,595	899,595	-
3110-1111 Basic Support	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	28,787	28,787	27,708	167,518	65,544	63,669	81,972	68,245	74,936	74,936	74,936	142,556	899,595	899,595	-
<b>State Revenue</b>																
3115 Special Ed portion to DSA	-	-	-	-	-	-	-	-	-	28,438	-	-	23,888	52,325	52,325	-
3200 Restricted Grants-in-Aid	-	-	-	-	304,669	(9,486)	31,052	19,810	5,171	250,579	-	83,206	96,835	781,836	940,852	(159,016)
	-	-	-	-	304,669	(9,486)	31,052	19,810	5,171	279,016	-	83,206	120,723	834,161	993,177	(159,016)
<b>Federal Revenue</b>																
4500 Restricted Grants-in-Aid	-	-	-	-	22,945	-	-	-	-	44,337	-	40,000	-	107,282	79,945	27,337
4510 Title I	-	-	-	-	-	-	-	-	-	-	-	20,583	33,019	53,602	38,160	15,442
4520 Title IIIA	-	-	-	-	-	-	-	-	-	-	-	4,388	7,039	11,427	8,151	3,276
4571 Special Education Part B	-	-	-	-	-	-	-	-	-	4,029	-	-	12,088	16,117	16,117	-
4703 Other Federal Funds	-	-	-	-	-	-	-	-	-	-	3,773	4,385	-	8,158	4,984	3,174
	-	-	-	-	22,945	-	-	-	-	48,366	3,773	69,356	52,146	196,586	147,357	49,229
<b>Other Local Revenue</b>																
1790 Other Activity Income	58,000	52,000	152,142	52,065	(48,142)	52,000	52,175	30,000	30,000	20,000	25,000	100,000	-	575,240	470,065	105,175
	58,000	52,000	152,142	52,065	(48,142)	52,000	52,175	30,000	30,000	20,000	25,000	100,000	-	575,240	470,065	105,175
<b>Total Revenue</b>	<b>58,000</b>	<b>80,787</b>	<b>180,929</b>	<b>79,773</b>	<b>446,990</b>	<b>108,058</b>	<b>146,896</b>	<b>131,782</b>	<b>103,415</b>	<b>422,319</b>	<b>103,709</b>	<b>327,498</b>	<b>315,425</b>	<b>2,505,583</b>	<b>2,510,194</b>	<b>(4,612)</b>
<b>Expenses</b>																
<b>Personal Services-Salaries</b>																
0111 Regular Employees: Teachers	6,073	37,790	37,790	37,790	37,790	37,790	43,817	38,575	38,444	38,444	38,444	38,444	-	431,191	427,262	(3,929)
0114 Regular Employees: Licensed Adm	8,576	8,038	8,038	8,038	8,038	8,038	8,038	7,865	7,788	7,500	7,500	7,500	-	94,959	96,995	2,037
0117 Regular Employees: Other Classified	2,536	5,288	8,439	7,092	7,559	6,061	6,513	8,119	7,229	7,311	7,311	7,311	-	80,770	74,843	(5,927)
	17,186	51,116	54,267	52,920	53,387	51,889	58,368	54,559	53,460	53,255	53,255	53,255	-	606,920	599,100	(7,820)
<b>Personnel Services - Employee Benefits</b>																
0231 Retirement: Teachers	1,686	7,891	7,891	7,891	7,891	7,891	7,202	7,202	7,202	7,202	7,202	7,202	-	84,354	91,788	7,435
0232 Retirement: Instructional Aides	-	-	-	-	-	-	0.00	0.00	0.00	0.00	0.00	0.00	-	-	-	-
0234 Retirement: Licensed Admin.	2,231	2,231	2,231	2,231	2,231	2,231	2,231	2,231	2,231	2,223	2,223	2,223	-	26,749	27,053	304
0237 Retirement: Other Classified	363	896	1,655	1,389	1,442	1,148	1,216	1,585	1,436	1,503	1,503	1,503	-	15,638	15,580	(58)
0241 Medicare: Teachers	82	542	542	540	539	539	535	535	535	554	554	554	-	6,052	6,184	132
0242 Medicare: Instructional Aides	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0244 Medicare: Licensed Admin.	109	109	109	109	109	109	109	109	109	103	103	103	-	1,288	1,348	60
0247 Medicare: Other Classified	34	73	117	91	91	70	77	105	87	115	115	115	-	1,089	1,032	(58)
0261 Unemployment: Teachers	-	1,122	1,122	(1,122)	1,122	1,122	1,114	1,114	1,114	1,205	1,205	1,205	-	10,321	10,667	347
0262 Unemployment: Instructional Aides	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0264 Unemployment: Licensed Admin.	-	225	225	(225)	225	102	225	225	225	74	74	74	-	1,449	1,017	(431)
0267 Unemployment: Other Classified	-	150	241	(189)	216	173	186	234	207	154	154	154	-	1,678	1,267	(411)
0271 Worker's Comp: Teachers	-	-	-	-	-	-	-	-	-	232	232	232	-	696	1,402	706
0272 Worker's Comp: Instructional Aides	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0274 Worker's Comp: Licensed Admin.	-	-	-	-	-	-	-	-	-	49	49	49	-	146	313	167
0277 Worker's Comp: Other Classified	-	-	-	-	-	-	-	-	-	48	48	48	-	143	246	104
0281 Health Benefits: Teachers	-	-	1,710	1,589	1,467	(243)	(195)	2,458	1,825	1,585	1,585	1,585	-	13,365	16,521	3,156
0282 Health Benefits: Instructional Aides	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0284 Health Benefits: Licensed Admin.	-	-	678	678	678	-	-	1,356	678	678	678	678	-	6,102	6,102	(0)
0287 Health Benefits: Other Classified	-	-	1,371	916	460	(911)	(911)	2,154	460	916	916	916	-	6,288	7,332	1,044
	4,505	13,238	17,891	13,898	16,471	12,231	11,789	19,309	16,109	16,639	16,639	16,639	-	175,359	187,854	12,495

**Teach High School - NV**

**Monthly Cash Flow/Budget FY22**

Revised 4/15/2022



	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 Forecast	Revised Budget	Favorable / (Unfav.)
<b>Purchased Professional and Technical Services</b>																
0310	11	17,500	25,442	8,296	8,321	14,026	8,339	8,406	16,380	10,440	10,440	10,440	-	138,039	136,350	(1,689)
0320	-	6,650	147	11,020	1,127	6,340	1,003	6,603	8,295	10,000	10,000	10,000	-	71,185	85,283	14,098
0337	-	-	-	-	-	-	-	863	-	4,713	4,713	4,713	-	15,001	15,000	(1)
0340	10,185	1,733	-	9,157	300	1,313	2,911	-	3,491	167	167	167	-	29,589	23,687	(5,902)
0345	-	-	400	-	-	5,852	3,500	5,000	3,500	5,187	3,562	-	-	27,001	27,001	(0)
0350	-	-	365	-	-	-	-	-	-	4,780	2,500	2,500	-	10,145	12,365	2,220
0351	6,873	6,873	(11,977)	6,413	2,794	5,116	2,794	3,234	3,234	4,131	4,131	4,131	-	37,746	40,923	3,176
	17,069	32,756	14,376	34,886	12,541	32,647	18,547	24,106	34,900	39,417	35,512	31,950	-	328,707	340,609	11,902
<b>Purchased Property Services</b>																
0410	5,761	4,355	6,483	1,734	(3,248)	4,586	3,669	3,645	3,450	3,600	3,600	3,600	-	41,236	44,698	3,462
0420	-	1,845	5,910	11,737	(14,250)	-	295	84	84	1,750	1,750	1,750	-	10,955	15,742	4,787
0430	-	7,487	7,853	2,525	2,098	-	(3,149)	-	2,615	2,500	2,500	2,500	-	26,929	34,963	8,034
0441	54,898	54,898	54,898	54,898	54,898	54,898	54,898	54,898	54,898	25,000	25,000	25,000	-	569,081	632,399	63,318
0444	-	-	-	-	-	-	-	200	211	200	200	200	-	1,011	-	(1,011)
	60,659	68,585	75,144	70,894	39,498	59,483	55,712	58,827	61,258	33,050	33,050	33,050	-	649,211	727,801	78,590
<b>Other Purchased Services</b>																
0522	-	4,781	505	2,682	1,594	1,594	1,594	1,594	2,368	1,594	1,594	1,594	-	21,495	11,157	(10,338)
0523	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0531	71	-	141	-	-	4,000	131	-	-	176	176	176	-	4,872	5,269	398
0534	-	-	1,511	877	825	1,759	-	748	801	715	715	715	-	8,666	14,711	6,045
0535	-	-	-	-	-	-	-	-	5,610	-	-	-	-	5,610	-	(5,610)
0540	5,000	-	-	-	-	-	-	-	-	-	-	-	-	5,000	5,000	-
0550	6,617	-	-	-	-	2,288	-	-	881	-	-	-	-	9,787	8,905	(881)
0569	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0580	385	977	680	1,214	-	953	678	966	-	131	131	131	-	6,247	4,996	(1,251)
	12,074	5,758	2,837	4,774	2,419	10,593	2,403	3,308	9,661	2,616	2,616	2,616	-	61,676	66,388	4,712
<b>Supplies</b>																
0610	2,004	10,705	3,521	15,965	16,063	2,938	4,981	745	9,309	3,842	3,842	3,842	-	77,757	74,249	(3,508)
0612	6,592	3,951	2,691	13,119	8,483	9,052	1,301	5,310	3,422	38,706	38,706	99,447	-	230,782	230,782	0
0622	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0630	-	-	6,749	10,573	-	17,453	-	-	23,896	18,000	9,000	9,000	-	94,670	94,774	104
0640	-	-	-	910	-	-	-	-	-	-	-	-	-	910	910	-
0641	-	-	37,196	-	2,917	745	1,259	8,438	1,895	126	126	126	-	52,826	41,611	(11,215)
0651	-	4,511	8,023	2,282	2,032	9,427	5,577	2,651	10,828	3,148	3,148	3,148	-	54,777	45,166	(9,611)
0652	-	-	31,780	12,298	1,068	585	417	-	878	271	271	271	-	47,839	47,356	(483)
	8,597	19,167	89,960	55,146	30,563	40,199	13,535	17,144	50,229	64,093	55,093	115,834	-	559,561	534,848	(24,712)
<b>Property</b>																
0734	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Debt Service and Misc.</b>																
0810	115	3,292	-	-	-	-	-	-	-	88	88	88	-	3,670	3,932	263
	115	3,292	-	-	-	-	-	-	-	88	88	88	-	3,670	3,932	263
<b>General</b>																
0591	-	-	-	-	-	2,671	796	853	853	1,249	1,249	1,249	-	8,921	10,168	1,246
0790	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	2,671	796	853	853	1,249	1,249	1,249	-	8,921	10,168	1,246
<b>Total Expenses</b>	<b>120,205</b>	<b>193,912</b>	<b>254,476</b>	<b>232,518</b>	<b>154,880</b>	<b>209,714</b>	<b>161,149</b>	<b>178,106</b>	<b>226,470</b>	<b>210,408</b>	<b>197,503</b>	<b>254,683</b>	<b>-</b>	<b>2,394,024</b>	<b>2,470,700</b>	<b>77,923</b>
<b>Surplus (Deficit)</b>	<b>\$ (62,205)</b>	<b>\$ (113,125)</b>	<b>\$ (73,547)</b>	<b>\$ (152,745)</b>	<b>\$ 292,111</b>	<b>\$ (101,655)</b>	<b>\$ (14,253)</b>	<b>\$ (46,324)</b>	<b>\$ (123,055)</b>	<b>\$ 211,911</b>	<b>\$ (93,794)</b>	<b>\$ 72,816</b>	<b>\$ 315,425</b>	<b>\$ 111,559</b>	<b>\$ 39,494</b>	<b>\$ 73,311</b>



**Teach High School - NV**  
**Monthly Cash Flow/Budget FY22**  
 Revised 4/15/2022



	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 Forecast	Revised Budget	Favorable / (Unfav.)
<b>Cash Flow Adjustments</b>																
Monthly Surplus (Deficit)	(62,205)	(113,125)	(73,547)	(152,745)	292,111	(101,655)	(14,253)	(46,324)	(123,055)	211,911	(93,794)	72,816	315,425	111,559	39,494	
Cash flows from operating activities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Depreciation/Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Funding Receivables	-	-	-	-	-	-	-	-	36,424	-	-	28,429	(315,425)	(250,571)	(225,079)	
Grants and Contributions Rec.	-	(52,000)	53,527	-	(293,457)	145,184	(18,500)	(31,919)	-	53,744	30,000	30,000	-	(137,165)	(146,746)	
Due To/From Related Parties	-	-	-	-	-	-	-	-	5,961	(25,000)	(27,000)	-	-	7,705	-	
Prepaid Expenses	(1,742)	5,301	2,537	2,032	(5,983)	10,048	2,032	(11,490)	-	-	-	(183,206)	-	(180,471)	12,192	
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable	(24,385)	23,862	47,215	(53,615)	10,710	67,333	(78,043)	-	(33,865)	-	-	-	-	(40,788)	71,119	
Accrued Expenses	6,319	16,404	17,363	16,984	17,141	16,649	23,065	18,134	44,149	10,440	10,440	10,440	-	207,529	90,861	
Other Liabilities	137,183	27,550	45,443	63,837	56,492	65,389	(108,883)	52,666	-	-	-	(78,459)	-	261,219	343,894	
Cash flows from investing activities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Purchases of Prop. And Equip.	-	(34,824)	-	-	-	-	-	-	-	-	-	-	-	(34,824)	(34,824)	
Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash flows from financing activities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Proceeds from Debt	29,000	-	-	-	-	-	-	-	-	-	-	-	-	29,000	29,000	
Repayments on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	84,171	(126,832)	92,539	(123,507)	77,012	202,948	(194,582)	(18,932)	(70,385)	276,095	(78,354)	(146,980)				
	77,569	161,740	34,908	127,447	3,939	80,952	283,899	89,317	70,385	0	276,095	197,741				
	<b>\$ 161,740</b>	<b>\$ 34,908</b>	<b>\$ 127,447</b>	<b>\$ 3,939</b>	<b>\$ 80,952</b>	<b>\$ 283,899</b>	<b>\$ 89,317</b>	<b>\$ 70,385</b>	<b>\$ 0</b>	<b>\$ 276,095</b>	<b>\$ 197,741</b>	<b>\$ 50,761</b>				
	119,701	119,701	119,701	119,701	119,701	119,701	119,701	119,701	119,701	119,701	119,701	119,701				

## TEACH Las Vegas

## Budget vs Actual

For the period ended March 31, 2022

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
<b>Revenues</b>							
State Revenue Distributed School Account							
Basic General Governmental Services Tax	68,245	-	68,245	532,230	-	532,230	-
Basic Support	-	74,936	(74,936)	-	531,090	(531,090)	899,595
Total State Revenue Distributed School Account	68,245	74,936	(6,692)	532,230	531,090	1,140	899,595
State Revenue							
Special Ed portion to DSA	-	-	-	-	5,460	(5,460)	52,325
Restricted Grants-in-Aid	5,171	255,750	(250,579)	351,216	550,932	(199,716)	940,852
E-Rate Funds	-	-	-	-	-	-	4,984
Total State Revenue	5,171	255,750	(250,579)	351,216	556,392	(205,176)	998,161
Federal Revenue							
Title I	-	-	-	-	-	-	38,160
Title IIA	-	-	-	-	-	-	8,151
Special Education Part B	-	-	-	-	1,547	(1,547)	16,117
Restricted Grants-in-Aid From the Federal Government T	-	-	-	22,945	22,945	-	79,945
Total Other State Revenue	-	-	-	22,945	24,492	(1,547)	142,373
Other Local Revenue							
Other Activity Income	30,000	-	30,000	430,240	370,065	60,175	470,065
Total Other Local Revenue	30,000	-	30,000	430,240	370,065	60,175	470,065
<b>Total Revenues</b>	<b>103,415</b>	<b>330,686</b>	<b>(227,271)</b>	<b>1,336,631</b>	<b>1,482,040</b>	<b>(145,409)</b>	<b>2,510,194</b>
<b>Expenses</b>							
Certificated Salaries							
Salaries of Regular Employees Paid to Teachers	38,444	38,706	263	315,858	311,142	(4,716)	427,262
Salaries of Regular Employees Paid to Licensed Administrators	7,788	8,038	250	72,459	72,881	423	96,995
Total Certificated Salaries	46,232	46,744	513	388,317	384,023	(4,293)	524,257
Classified Salaries							
Salaries of Regular Employees Paid to Other Classified / Support Staff	7,229	6,311	(917)	58,837	55,910	(2,927)	74,843
Total Classified Salaries	7,229	6,311	(917)	58,837	55,910	(2,927)	74,843
Benefits							
Retirement Contributions for Teachers	7,202	8,441	1,239	62,747	66,464	3,717	91,788
Retirement Contributions for Licensed Administration	2,231	2,278	46	20,081	20,220	139	27,053
Retirement Contributions for Other Classified / Support Staff	1,436	1,448	12	11,130	11,236	106	15,580
Medicare Payments for Teachers	535	567	31	4,390	4,484	94	6,184
Medicare Payments for Licensed Administration	109	116	7	979	1,000	21	1,348
Medicare Payments for Other Classified / Support Staff	87	93	6	744	754	10	1,032
Unemployment Compensation for Teachers	1,114	1,217	104	6,705	7,016	311	10,667
Unemployment Compensation for Licensed Administration	225	78	(147)	1,227	785	(442)	1,017
Unemployment Compensation for Other Classified / Support Staff	207	113	(94)	1,218	929	(288)	1,267
Worker's Comp: Teachers	-	234	234	-	701	701	1,402
Worker's Comp: Licensed Admin.	-	52	52	-	157	157	314
Worker's Comp: Other Classified	-	41	41	-	123	123	246
Health Benefits: Teachers	1,825	2,000	174	8,611	10,522	1,911	16,521
Health Benefits: Licensed Admin.	678	678	(0)	4,068	4,068	(0)	6,102
Health Benefits: Other Classified	460	916	456	3,540	4,584	1,044	7,332
Total Benefits	16,109	18,270	2,161	125,440	133,044	7,604	187,854

**TEACH Las Vegas****Budget vs Actual**

For the period ended March 31, 2022

	<b>Current Period Actual</b>	<b>Current Period Budget</b>	<b>Current Period Variance</b>	<b>Current Year Actual</b>	<b>YTD Budget</b>	<b>YTD Budget Variance</b>	<b>Total Budget</b>
<b>Books &amp; Supplies</b>							
Textbooks	1,895	126	(1,769)	52,449	41,234	(11,215)	41,611
Books and Reference Materials	-	-	-	910	910	-	910
Supplies - Technology - Software	10,828	3,148	(7,680)	45,332	35,721	(9,611)	45,166
Supplies/Equipment - Information Technology Related	878	271	(607)	47,026	46,543	(483)	47,356
Travel	-	131	131	5,853	4,602	(1,251)	4,996
General Supplies	9,309	3,842	(5,467)	66,231	62,723	(3,508)	74,249
Supplies/Equipment - Non-information technology suppli	3,422	17,489	14,067	53,923	96,357	42,434	230,782
Food Services	23,896	10,000	(13,896)	58,670	64,774	6,104	94,774
<b>Total Books &amp; Supplies</b>	<b>50,229</b>	<b>35,008</b>	<b>(15,221)</b>	<b>330,393</b>	<b>352,864</b>	<b>22,470</b>	<b>539,844</b>
<b>Subagreement Services</b>							
Professional Educational Services	8,295	10,000	1,705	41,185	55,283	14,098	85,283
<b>Total Subagreement Services</b>	<b>8,295</b>	<b>10,000</b>	<b>1,705</b>	<b>41,185</b>	<b>55,283</b>	<b>14,098</b>	<b>85,283</b>
<b>Operations &amp; Housekeeping</b>							
Dues and Fees	-	88	88	3,407	3,670	263	3,932
Property Insurance "Business Owners"	-	2,725	2,725	-	8,175	8,175	16,350
Insurance	2,368	-	(2,368)	16,713	11,157	(5,556)	11,157
Utility Services	3,450	4,171	721	30,436	32,185	1,749	44,698
Cleaning Services	84	1,750	1,666	5,705	10,492	4,787	15,742
General	853	1,249	396	5,173	6,420	1,246	10,168
Telephone - Cell phone services	801	1,250	449	6,521	8,722	2,201	14,711
Data Communications, Internet, Video, T-lines, web-base	5,610	-	(5,610)	5,610	-	(5,610)	-
Postage	-	176	176	4,343	4,741	398	5,269
<b>Total Operations &amp; Housekeeping</b>	<b>13,167</b>	<b>11,409</b>	<b>(1,758)</b>	<b>77,909</b>	<b>85,561</b>	<b>7,652</b>	<b>122,027</b>
<b>Facilities, Repairs &amp; Other Leases</b>							
Renting Land and Buildings	54,898	50,502	(4,396)	494,081	480,893	(13,188)	632,399
Other Leases	211	-	(211)	411	-	(411)	-
Repairs and Maintenance Services	2,615	2,500	(115)	19,429	27,463	8,034	34,963
<b>Total Facilities, Repairs &amp; Other Leases</b>	<b>57,724</b>	<b>53,002</b>	<b>(4,722)</b>	<b>513,920</b>	<b>508,356</b>	<b>(5,565)</b>	<b>667,362</b>
<b>Professional/Consulting Services</b>							
Other Professional Services	3,491	167	(3,324)	29,952	23,187	(6,764)	23,687
Prof-Dev/Technology Training	-	2,500	2,500	-	7,500	7,500	15,000
Technical Services	-	2,000	2,000	365	6,365	6,000	12,365
Official/Administrative Services	16,380	10,459	(5,921)	91,571	104,972	13,401	136,350
Printing and Binding	881	-	(881)	9,787	8,905	(881)	8,905
Data Processing and Coding Services	3,234	4,139	905	40,502	28,507	(11,995)	40,923
Marketing	3,500	5,187	1,687	18,252	21,814	3,562	27,001
Advertising	-	-	-	5,000	5,000	-	5,000
<b>Total Professional/Consulting Services</b>	<b>27,486</b>	<b>24,452</b>	<b>(3,035)</b>	<b>195,428</b>	<b>206,251</b>	<b>10,822</b>	<b>269,231</b>
<b>Total Expenses</b>	<b>226,471</b>	<b>205,196</b>	<b>(21,275)</b>	<b>1,731,430</b>	<b>1,781,291</b>	<b>49,861</b>	<b>2,470,700</b>
<b>Change in Net Assets</b>	<b>(123,055)</b>	<b>125,490</b>	<b>(248,545)</b>	<b>(394,799)</b>	<b>(299,251)</b>	<b>(95,548)</b>	<b>39,494</b>
Net Assets, Beginning of Period	(240,648)			31,096			
<b>Net Assets, End of Period</b>	<b>\$ (363,703)</b>			<b>\$ (363,703)</b>			

**TEACH Las Vegas****Statement of Financial Position**

March 31, 2022

	<b>Current Balance</b>	<b>Beginning Year Balance</b>	<b>YTD Change</b>	<b>YTD % Change</b>
<b>Assets</b>				
<b>Current Assets</b>				
Cash and Cash Equivalents	\$ -	\$ 77,569	\$ (77,569)	-100%
Grants & Contributions Receivable	28,429	53,527	(25,098)	-47%
Other Accounts Receivable	185,839	-	185,839	0%
Prepaid Expenses	15,689	24,385	(8,696)	-36%
<b>Total Current Assets</b>	<b>229,957</b>	<b>155,481</b>	<b>74,476</b>	<b>48%</b>
<b>Long-Term Assets</b>				
Property & Equipment, Net	34,824	-	34,824	0%
<b>Total Long Term Assets</b>	<b>34,824</b>	<b>-</b>	<b>34,824</b>	<b>0%</b>
<b>Total Assets</b>	<b>\$ 264,781</b>	<b>\$ 155,481</b>	<b>\$ 109,300</b>	<b>70%</b>
<b>Liabilities</b>				
<b>Current Liabilities</b>				
Accounts Payable	\$ 17,462	\$ 24,385	\$ (6,923)	-28%
Accrued Expenses	98,195	-	98,195	0%
Other Current Liabilities	142,255	-	142,255	0%
<b>Total Current Liabilities</b>	<b>257,912</b>	<b>24,385</b>	<b>233,527</b>	<b>958%</b>
<b>Long-Term Liabilities</b>				
Notes Payable, Net of Current Portion	129,000	100,000	29,000	29%
Other Long-Term Liabilities	241,572	-	241,572	0%
<b>Total Long-Term Liabilities</b>	<b>370,572</b>	<b>100,000</b>	<b>270,572</b>	<b>271%</b>
<b>Total Liabilities</b>	<b>628,484</b>	<b>124,385</b>	<b>504,099</b>	<b>405%</b>
<b>Total Net Assets</b>	<b>(363,703)</b>	<b>31,096</b>	<b>(394,799)</b>	<b>-1270%</b>
<b>Total Liabilities and Net Assets</b>	<b>\$ 264,781</b>	<b>\$ 155,481</b>	<b>\$ 109,300</b>	<b>70%</b>

**TEACH Las Vegas**

**Accounts Payable Aging**

March 31, 2022

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Fencing Specialists, Inc.	21321	6/11/2021	6/11/2021	\$ -	\$ -	\$ -	\$ -	\$ 17,462	\$ 17,462
<b>Total Outstanding Invoices</b>				<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 17,462</u>	<u>\$ 17,462</u>

## TEACH Las Vegas

## Check Register

For the period ended March 31, 2022

Check Number	Vendor Name	Transaction Description	Check Date	Check Amount	Expense Type	YTD Expenses
10203	BoardOnTrack, Inc.	Software - 04/30/21 - 04/29/25	3/3/2022	\$ 4,995.00		
10204	Campus Club School Uniforms	Uniforms	3/3/2022	3,531.00		
10205	Charter Impact	Business Mgmt Svcs & Payroll Processing Fee - 03/22	3/3/2022	3,474.00	Contract	\$ 49,742.57
10206	Communication Electronic Systems LLC	Fire Alarm Monitoring	3/3/2022	165.00	Recurring	
10207	EMCOR Services Mesa Energy	Maintenance & Repair Svcs	3/3/2022	1,008.00	Recurring	
10208	Howard & Howard Attorneys PLLC	Professional Svcs Through - 01/31/22	3/3/2022	50.00		
10209	IKreate Design & Print LLC	Printing Svcs	3/3/2022	881.48		
10210	JourneyEd.com, Inc.	Microsoft License - 1Yr	3/3/2022	720.00		
10211	McGraw Hill LLC	Textbooks	3/3/2022	1,894.84		
10212	TEACH Public Schools	CMO Svcs - 03/22 - 04/22	3/3/2022	16,031.00	Contract	\$ 96,186.00
10213	Les Olson Company	Copier Lease - 12/26/21 - 01/25/22	3/10/2022	523.00		
10214	Red Hook Rancho, LLC	Rent - 02/22	3/10/2022	50,501.82	Recurring	
10215	Staples	Office Supplies, Bookcase, Projector	3/10/2022	2,213.06		
10216	Nevada PERS	PERS 07/2021-09/2021	3/24/2022	51,563.36	Recurring	
10217	AA Commercial Moving	Moving Svcs	3/24/2022	2,278.50		
10218	Better 4 You Meals, Inc.	Meals - 01/22, 02/22, 12/21	3/24/2022	23,896.25	Contract	\$ 68,127.75
10219	Brady Industries	Janitorial Supplies	3/24/2022	1,155.77		
10220	Brilliant General Maintenance Inc.	Janitorial Svcs - 02/22	3/24/2022	4,942.90		
10221	Communication Electronic Systems LLC	Fire Alarm Monitoring	3/24/2022	660.00	Recurring	
10222	Diamond Green Tree and Lawn Services	Maintenance Svcs - 03/22	3/24/2022	2,400.00	Recurring	
10223	EMCOR Services Mesa Energy	Maintenance & Repair Svcs	3/24/2022	1,683.50		
10224	IXL Learning, Inc.	IXL License - 1 Year	3/24/2022	2,407.00	Recurring	
10225	Les Olson Company	Copier Lease - 01/26/22 - 02/25/22	3/24/2022	355.27		
10226	Liminex, Inc.	GoGuardian License (121)	3/24/2022	5,660.00		
10227	LogMeIn Communications, Inc	Communication Svcs - 01/30/22 - 02/28/22, 03/22	3/24/2022	615.47	Recurring	
10228	Mobile Mini	Container Rental - 03/08/22 - 04/04/22	3/24/2022	210.93		
10229	PATHWATER Inc.	Hydration Station (6) & Bottled Water (100)	3/24/2022	3,480.00		
10230	Schola	ScholaRecruiter Pro	3/24/2022	3,500.00	Contract	\$ 12,000.00
10231	SilverState Locksmith Ltd	Locksmith Svcs	3/24/2022	2,615.00		
10232	Squish Pest Control, Inc.	Pest Control Svcs - 03/22	3/24/2022	150.00		
10233	Staples	Office Supplies	3/24/2022	2,351.66		
10234	Teacher Innovations, Inc.	Additional Planbook Subscription (1)	3/24/2022	9.00		
10235	Tracey Willson	Consulting Svcs - 02/02/22 - 02/28/22	3/24/2022	1,162.50		
10236	Troop LLC	Sub Svcs	3/24/2022	3,395.00		
10237	ZeduPlus	Enrichment Svcs - 02/21/22 - 03/22/22	3/24/2022	4,900.00	Contract	\$ 31,150.00
10238	Distinctive Insurance	Extend D&O/EPL Policy to 06/07/22	3/29/2022	767.00	Recurring	
10239	Great American Insurance Co.	PAC Insurance - Policy #3961768	3/29/2022	1,741.73	Recurring	
ACH	COX Business	Cox Communications - 02/15/22 - 03/14/22	3/8/2022	800.82	Recurring	
ACH	NV Energy	Utility Svcs - 01/18/22 - 02/15/22	3/10/2022	400.14	Recurring	
ACH	NV Energy	Utility Svcs - 01/18/22 - 02/15/22	3/10/2022	605.55	Recurring	
ACH	NV Energy	Utility Svcs - 01/18/22 - 02/15/22	3/10/2022	1,144.09	Recurring	
ACH	Bank of Nevada	Analysis Fee	3/22/2022	109.00	Recurring	
ACH	Republic Services #620	Janitorial Svcs	3/22/2022	84.24	Recurring	
ACH	Las Vegas Valley Water District	Utility Svcs - 01/25/22 - 02/22/22	3/29/2022	1,300.30	Recurring	

Total Disbursements Issued in March \$ 212,333.18



# TEACH Las Vegas

Financial Presentation – April 2022

# April Highlights

- Higher Quality Teacher Recruitment & Retention Grant \$245,280 – May 1<sup>st</sup>-2022- June 30<sup>th</sup>, 2024
- FY22-23 Approved Tentative Budget Submitted for review – Due date 4/15/2022
- Approved Budget Revision with proposed 125 enrollment (April's payments based on enrollment of 113.79) (May's Payment based on enrollment of 115.53)
- Greater Schools for Nevada Charter School Program grant award of \$1.5M approved. Submitted and CSP approved \$395K of YTD reimbursements- (\$53,526 submitted for P/Y)- CSP reimbursement schedule has changed from Monthly to Quarterly.
- Opportunity 180 Loan amount \$100,000- this loan has potential to be forgiven as grant.
- Applications and Budgets submitted for Title Funds/SPED Funds- Updated Budgets submitted and forecast updated
- 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



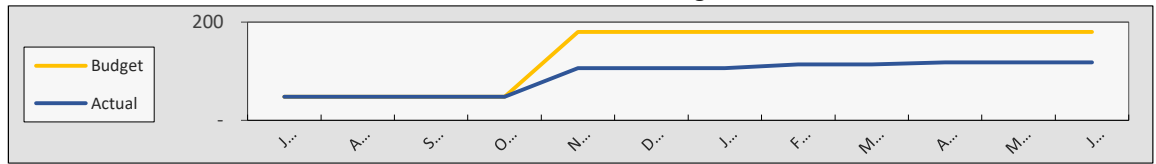
# Teach High School - NV



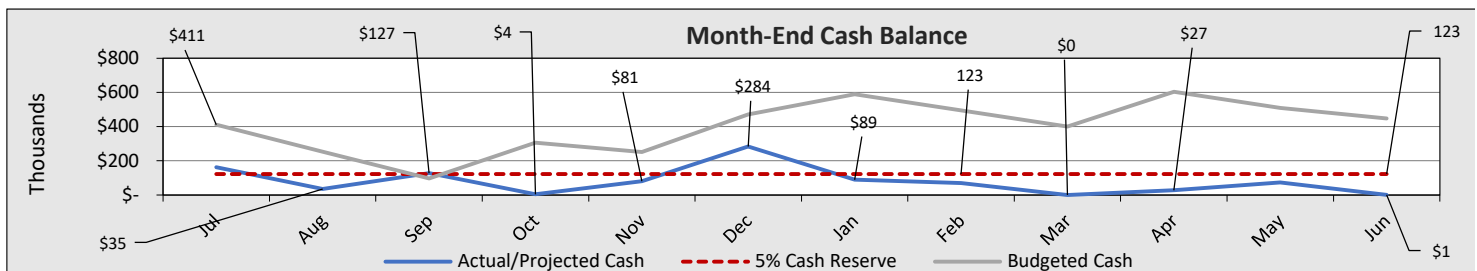
## FY22 Board Summary

Revised 05/04/2022

### Attendance Tracking



	Year-to-Date			Annual/Full Year		
	Actual @ 04/30/2022	Revised Budget 04/30/2022@ 125	Fav/(Unfav)	Forecast @ 06/30/2022 -125	Revised Budget @6/30/2022-125	Fav/(Unfav)
<b>Revenue</b>						
Distributed School Account	\$ 605,316	\$ 606,027	\$ (710)	\$ 899,595	\$ 899,595	\$ -
State Revenue	395,035	584,830	(189,794)	894,162	993,177	(99,015)
Federal Revenue	67,282	28,522	38,761	198,304	147,357	50,947
Other Local Revenue	460,240	370,065	90,175	590,240	470,065	120,175
<b>Total Revenue</b>	<b>\$ 1,527,874</b>	<b>\$ 1,589,443</b>	<b>\$ (61,569)</b>	<b>\$ 2,582,301</b>	<b>\$ 2,510,194</b>	<b>\$ 72,106</b>
<b>Expenses</b>						
Salaries	\$ 500,360	\$ 492,989	\$ (7,372)	\$ 606,871	\$ 599,100	\$ (7,771)
Employee Benefits	141,305	151,314	10,009	174,597	187,854	13,257
Prof. and Tech. Services	242,272	282,080	39,808	310,627	340,609	29,982
Property Services	619,289	609,955	(9,333)	745,185	727,801	(17,384)
Other Purchased Services	59,375	55,584	(3,791)	64,608	66,388	1,780
Supplies	364,477	383,138	18,661	535,404	534,848	(556)
Debt Service and Misc.	5,671	3,757	(1,914)	5,846	3,932	(1,914)
General	7,732	7,669	(63)	10,231	10,168	(63)
<b>Total Expenses</b>	<b>\$ 1,940,481</b>	<b>\$ 1,986,487</b>	<b>\$ 46,005</b>	<b>\$ 2,453,369</b>	<b>\$ 2,470,700</b>	<b>\$ 17,332</b>
<b>Total Surplus(Deficit)</b>	<b>\$ (412,607)</b>	<b>\$ (397,044)</b>	<b>\$ (15,564)</b>	<b>\$ 128,932</b>	<b>\$ 39,494</b>	<b>\$ (89,437)</b>
<b>Adjustment for GASB:</b>						
<b>Add Back Deferred Rent</b>	<b>252,967</b>	<b>228,384</b>		<b>352,738</b>	<b>228,384</b>	
<b>Adjusted Surplus(Deficit)</b>	<b>(159,640)</b>	<b>(168,661)</b>		<b>481,669</b>	<b>267,878</b>	
Beginning Fund Balance	31,096	31,096		31,096	31,096	
<b>Ending Fund Balance</b>	<b>\$ (128,544)</b>	<b>\$ (137,565)</b>		<b>\$ 512,765</b>	<b>\$ 298,974</b>	
<i>As a % of Annual Expenses</i>	<i>-5.2%</i>	<i>-5.6%</i>		<i>20.9%</i>	<i>12.1%</i>	



# TEACH – Las Vegas Revenue

	Year-to-Date			Annual/Full Year		
	Actual @ 04/30/2022	Revised Budget 04/30/2022@ 125	Fav/(Unfav)	Forecast @ 06/30/2022 - 125	Revised Budget @6/30/2022- 125	Fav/(Unfav)
<b>Revenue</b>						
Distributed School Account	\$ 605,316	\$ 606,027	\$ (710)	\$ 899,595	\$ 899,595	\$ -
State Revenue	395,035	584,830	(189,794)	894,162	993,177	(99,015)
Federal Revenue	67,282	28,522	38,761	198,304	147,357	50,947
Other Local Revenue	460,240	370,065	90,175	590,240	470,065	120,175
<b>Total Revenue</b>	<b>\$ 1,527,874</b>	<b>\$ 1,589,443</b>	<b>\$ (61,569)</b>	<b>\$ 2,582,301</b>	<b>\$ 2,510,194</b>	<b>\$ 72,106</b>

See explanations on next slide

# TEACH- Las Vegas Revenue

- ❑ Distributed School Account (DSA) \$899.5K- State Revenue which is currently calculated at \$7,196.76 per Pupil. These funds are generated from State Taxes. Decrease is due to forecasting enrollment @ 125 instead of revised budget of 150 as well as updated per Pupil amount from \$7,403 to \$7,196.76
- ❑ State Revenue \$834K (**projected decrease of \$99K**)- is State Funding consisting of:
  - ❑ Special Education Funding of \$52K at a rate of \$455 per Enrollment.
  - ❑ Great Schools of Nevada Charter School Program Funding Grant of \$601K (a decrease of \$159K from January 2022) that is projected to be spent during FY21/22. This variance is subject to change as expenses incur and reimbursement requests submitted
  - ❑ Projected ESSER III Funds of \$83K added to forecast
  - ❑ Projected Higher Quality Teacher Retention and Recruitment Grant Disbursement Payment \$60K added to Forecast
- ❑ Federal Revenue \$196.5K (**projected increase of \$50.9K**) -mainly consisting of:
  - ❑ Restricted Grants In Aid \$109K- projected increase of \$29K as lunch reimbursements for National School Lunch Program (NSLP) - amounts have been updated based on prior NSLP reimbursement submissions- forecasted amounts subject to change based on actual submissions
  - ❑ Title I Funding of \$53.6K @\$466 per Free and Reduce Lunch Student which is projected reimbursed at 115 or 92% of projected student enrollment (updated budget submitted). Title I projected increase of \$15K compared to revised budget – new amounts based on Grants Management System
  - ❑ Title IIA \$11K based on updated grant amount in GMS- increase of \$3.2K
  - ❑ Federal Special Education Revenue of \$16K at a Rate of \$716 per Special Education Student. TLV is projecting @ 18% or 22.5 students will need Special Education Services. These amounts are subject to change based on final student count and any adjustments
  - ❑ Other Federal Revenue of \$8.1K consist of Title III- \$4,385 and Title IVA -\$3,773 combine increase of \$3.1K per updated amounts in GMS
- ❑ Other Local Revenue \$575K (**projected increase of \$120K**) and consist of 11months rental payments from Explore plus property insurance \$100K for projected loan forgiveness from Opportunity 180( Great Schools for Nevada Charter School Program)-

# TEACH Las Vegas – Expenses & Fund Balance

	Year-to-Date			Annual/Full Year		
	Actual @ 04/30/2022	Revised Budget 04/30/2022@ 125	Fav/(Unfav)	Forecast @ 06/30/2022 - 125	Revised Budget @6/30/2022- 125	Fav/(Unfav)
<b>Revenue</b>						
<b>Expenses</b>						
Salaries	\$ 500,360	\$ 492,989	\$ (7,372)	\$ 606,871	\$ 599,100	\$ (7,771)
Employee Benefits	141,305	151,314	10,009	174,597	187,854	13,257
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General	7,732	7,669	(63)	10,231	10,168	(63)
<b>Total Expenses</b>	<b>\$ 1,940,481</b>	<b>\$ 1,986,487</b>	<b>\$ 46,005</b>	<b>\$ 2,453,369</b>	<b>\$ 2,470,700</b>	<b>\$ 17,332</b>
<b>Total Surplus(Deficit)</b>	<b>\$ (412,607)</b>	<b>\$ (397,044)</b>	<b>\$ (15,564)</b>	<b>\$ 128,932</b>	<b>\$ 39,494</b>	<b>\$ (89,437)</b>
<i>Adjustment for GASB:</i>						
<b>Add Back Deferred Rent</b>	<b>252,967</b>	<b>228,384</b>		<b>352,738</b>	<b>228,384</b>	
<b>Adjusted Surplus(Deficit)</b>	<b>(159,640)</b>	<b>(168,661)</b>		<b>481,669</b>	<b>267,878</b>	
Beginning Fund Balance	31,096	31,096		31,096	31,096	
<b>Ending Fund Balance</b>	<b>\$ (128,544)</b>	<b>\$ (137,565)</b>		<b>\$ 512,765</b>	<b>\$ 298,974</b>	
<i>As a % of Annual Expenses</i>	<i>-5.2%</i>	<i>-5.6%</i>		<i>20.9%</i>	<i>12.1%</i>	

Note: Variance explanations on next slide

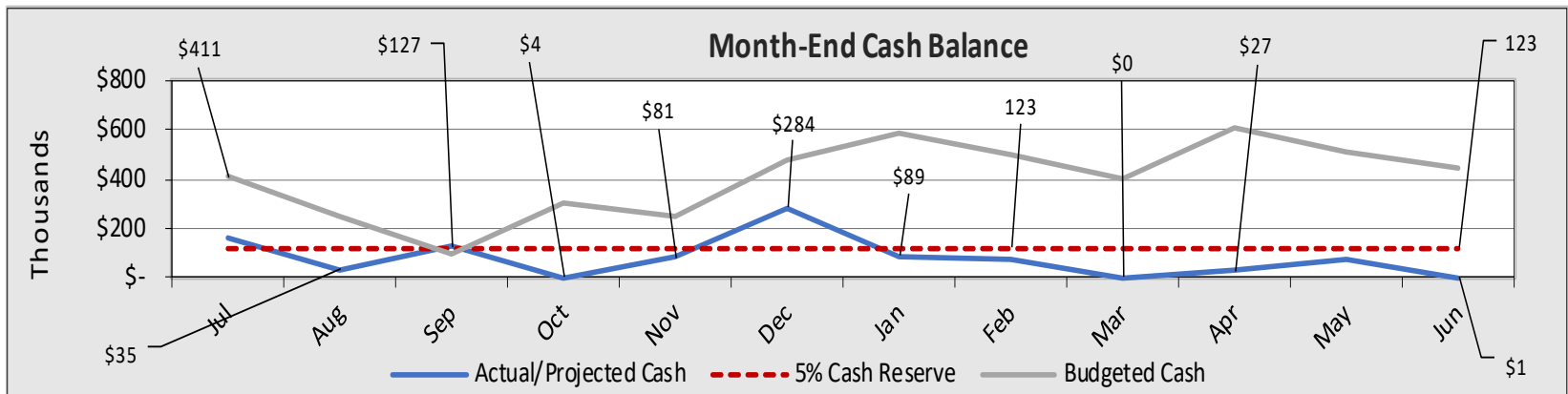
# TEACH- Las Vegas Expense

- **Salaries: \$606.8K**-Consist of 8 Certificated Teachers- (8 on staff and no open positions forecast)-- Certificated SPED Teacher, one Certificated EL Coordinator, one ED, and one Office Manager, one First Aid and Safety Assistant and IT Support/Server
  
- **Benefits: \$174.5K**- Mainly consist of Retirement PERS 29.25% @ \$126K // Health Benefits @\$25.7K
  
- **Professional Technical Services: \$310.6K projected decrease of \$29K**- Office and Administrative Fees \$140K Fees that are paid to EMO based on 5% of Total Revenue. Professional and Educational Services consist of \$62K of projected Special Education. Special Education services amount included for reimbursement in CSP Budget. (reduced to agree with prior months' expenses) Data Processing and Coding Services \$37K based on 2% of revenue)
  
- **Purchased Property Services: \$745K- projected increase of \$17K** Mainly consist of building lease amount of \$658K (includes deferred which is adjusted out-\$352.7K of lease amount is abated and deferred)- **Proposed Lease adjustment- forecasted @ \$25K March-June (subject to change)- decreased cash outflow by \$76K**
  
- **Supplies: \$535K- Projected increase of \$556**- Mainly consist of General Supplies of \$78K. Technology Supplies and Equipment of \$192K which includes Chromebooks, Faculty Laptops, Wireless Point Installation Cost, - all forecasted cost included for reimbursement in CSP Budget. Projected Textbooks cost of \$75K- Combined Supplies Tech and Equipment \$102K. –all forecasted cost included for reimbursement in CSP Budget. Projected Nutrition Cost of \$86K which is covered by nutrition revenue.



# TEACH Las Vegas – Cash

- ❑ Projected Cash Balance at year-end forecasted at \$1K
- ❑ Repayment 180 Loan is excluded from cash flow- this year- with anticipation that this loan will be forgiven as grant
- ❑ Includes \$63K for PERS and Benefit Payments remaining to be paid
- ❑ Excludes \$233K in restricted funds forecasted as revenue however may not be received by year-end.



# Questions & Discussion

Appendix follows, including:

- Monthly Cash Flow / Forecast 21/22
- Budget vs. Actual
- Statement of Financial Position
- AP Aging
- Monthly Check Register

**Teach High School - NV**

**Monthly Cash Flow/Budget FY22**

Revised 05/04/2022



	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 Forecast	Revised Budget	Favorable / (Unfav.)
<b>Funding Timing</b>	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	0%			
<b>State- Revenue-Distributed School Account</b>																
3110-1110 Ad Valorem Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3110-1120 Sales and Use Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3110-1191 Franchise Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3110-1192 Basic General Governmental Services Tax	-	28,787	28,787	27,708	167,518	65,544	63,669	81,972	68,245	73,086	74,936	74,936	144,406	899,595	899,595	-
3110-1111 Basic Support	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	28,787	28,787	27,708	167,518	65,544	63,669	81,972	68,245	73,086	74,936	74,936	144,406	899,595	899,595	-
<b>State Revenue</b>																
3115 Special Ed portion to DSA	-	-	-	-	-	-	-	-	-	-	-	-	52,325	52,325	52,325	-
3200 Restricted Grants-in-Aid	-	-	-	-	304,669	(9,486)	31,052	19,810	5,171	43,819	206,760	143,206	96,835	841,837	940,852	(99,015)
	-	-	-	-	304,669	(9,486)	31,052	19,810	5,171	43,819	206,760	143,206	149,160	894,162	993,177	(99,015)
<b>Federal Revenue</b>																
4500 Restricted Grants-in-Aid	-	-	-	-	22,945	-	-	-	-	44,337	11,718	30,000	-	109,000	79,945	29,055
4510 Title I	-	-	-	-	-	-	-	-	-	-	-	20,583	33,019	53,602	38,160	15,442
4520 Title IIA	-	-	-	-	-	-	-	-	-	-	-	4,388	7,039	11,427	8,151	3,276
4571 Special Education Part B	-	-	-	-	-	-	-	-	-	-	-	-	16,117	16,117	16,117	-
4703 Other Federal Funds	-	-	-	-	-	-	-	-	-	-	3,773	4,385	-	8,158	4,984	3,174
	-	-	-	-	22,945	-	-	-	-	44,337	15,491	59,356	56,175	198,304	147,357	50,947
<b>Other Local Revenue</b>																
1790 Other Activity Income	58,000	52,000	152,142	52,065	(48,142)	52,000	52,175	30,000	30,000	30,000	30,000	100,000	-	590,240	470,065	120,175
	58,000	52,000	152,142	52,065	(48,142)	52,000	52,175	30,000	30,000	30,000	30,000	100,000	-	590,240	470,065	120,175
<b>Total Revenue</b>	<b>58,000</b>	<b>80,787</b>	<b>180,929</b>	<b>79,773</b>	<b>446,990</b>	<b>108,058</b>	<b>146,896</b>	<b>131,782</b>	<b>103,415</b>	<b>191,243</b>	<b>327,187</b>	<b>377,498</b>	<b>349,742</b>	<b>2,582,301</b>	<b>2,510,194</b>	<b>72,106</b>
<b>Expenses</b>																
<b>Personal Services-Salaries</b>																
0111 Regular Employees: Teachers	6,073	37,790	37,790	37,790	37,790	37,790	43,817	38,575	38,444	37,659	38,444	38,444	-	430,406	427,262	(3,144)
0114 Regular Employees: Licensed Adm	8,576	8,038	8,038	8,038	8,038	8,038	8,038	7,865	7,788	7,788	7,500	7,500	-	95,247	96,995	1,748
0117 Regular Employees: Other Classified	2,536	5,288	8,439	7,092	7,559	6,061	6,513	8,119	7,229	7,759	7,311	7,311	-	81,218	74,843	(6,375)
	17,186	51,116	54,267	52,920	53,387	51,889	58,368	54,559	53,460	53,207	53,255	53,255	-	606,871	599,100	(7,771)
<b>Personnel Services - Employee Benefits</b>																
0231 Retirement: Teachers	1,686	7,891	7,891	7,891	7,891	7,891	7,202	7,202	7,202	7,202	7,223	7,223	-	84,395	91,788	7,394
0232 Retirement: Instructional Aides	-	-	-	-	-	-	0.00	0.00	0.00	0.00	0.00	0.00	-	-	-	-
0234 Retirement: Licensed Admin.	2,231	2,231	2,231	2,231	2,231	2,231	2,231	2,231	2,231	2,231	2,221	2,221	-	26,755	27,053	298
0237 Retirement: Other Classified	363	896	1,655	1,389	1,442	1,148	1,216	1,585	1,436	1,513	1,490	1,490	-	15,623	15,580	(43)
0241 Medicare: Teachers	82	542	542	540	539	539	535	535	535	535	555	555	-	6,035	6,184	149
0242 Medicare: Instructional Aides	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0244 Medicare: Licensed Admin.	109	109	109	109	109	109	109	109	109	109	103	103	-	1,293	1,348	55
0247 Medicare: Other Classified	34	73	117	91	91	70	77	105	87	95	115	115	-	1,068	1,032	(36)
0261 Unemployment: Teachers	-	1,122	1,122	(1,122)	1,122	1,122	1,114	1,114	1,114	1,114	1,206	1,206	-	10,232	10,667	436
0262 Unemployment: Instructional Aides	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0264 Unemployment: Licensed Admin.	-	225	225	(225)	225	102	225	225	225	225	74	74	-	1,599	1,017	(582)
0267 Unemployment: Other Classified	-	150	241	(189)	216	173	186	234	207	223	153	153	-	1,746	1,267	(479)
0271 Worker's Comp: Teachers	-	-	-	-	-	-	-	-	-	-	232	232	-	464	1,402	938
0272 Worker's Comp: Instructional Aides	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0274 Worker's Comp: Licensed Admin.	-	-	-	-	-	-	-	-	-	-	49	49	-	98	313	216
0277 Worker's Comp: Other Classified	-	-	-	-	-	-	-	-	-	-	48	48	-	95	246	151
0281 Health Benefits: Teachers	-	-	1,710	1,589	1,467	(243)	(195)	2,458	1,825	1,478	1,585	1,585	-	13,258	16,521	3,262
0282 Health Benefits: Instructional Aides	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0284 Health Benefits: Licensed Admin.	-	-	678	678	678	-	-	1,356	678	678	678	678	-	6,102	6,102	(0)
0287 Health Benefits: Other Classified	-	-	1,371	916	460	(911)	(911)	2,154	460	460	916	916	-	5,832	7,332	1,500
	4,505	13,238	17,891	13,898	16,471	12,231	11,789	19,309	16,109	15,864	16,646	16,646	-	174,597	187,854	13,257



**Teach High School - NV**

**Monthly Cash Flow/Budget FY22**

Revised 05/04/2022



	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 Forecast	Revised Budget	Favorable / (Unfav.)
<b>Purchased Professional and Technical Services</b>																
0310	11	17,500	25,442	8,296	8,321	14,026	8,339	8,406	16,380	12,131	10,760	10,760	-	140,370	136,350	(4,020)
0320	-	6,650	147	11,020	1,127	6,340	1,003	6,603	8,295	1,580	10,000	10,000	-	62,765	85,283	22,518
0337	-	-	-	-	-	-	-	863	-	-	4,713	4,713	-	10,288	15,000	4,712
0340	10,185	1,733	-	9,157	300	1,313	2,911	-	3,491	-	167	167	-	29,422	23,687	(5,735)
0345	-	-	400	-	-	5,852	3,500	5,000	3,500	3,500	3,562	-	-	25,314	27,001	1,687
0350	-	-	365	-	-	-	-	-	-	-	2,500	2,500	-	5,365	12,365	7,000
0351	6,873	6,873	(11,977)	6,413	2,794	5,116	2,794	3,234	3,234	3,234	4,257	4,257	-	37,102	40,923	3,820
	17,069	32,756	14,376	34,886	12,541	32,647	18,547	24,106	34,900	20,445	35,958	32,396	-	310,627	340,609	29,982
<b>Purchased Property Services</b>																
0410	5,761	4,355	6,483	1,734	(3,248)	4,586	3,669	3,645	3,450	4,453	3,600	3,600	-	42,089	44,698	2,609
0420	-	1,845	5,910	11,737	(14,250)	-	295	84	84	8,213	1,750	1,750	-	17,419	15,742	(1,677)
0430	-	7,487	7,853	2,525	2,098	-	(3,149)	-	2,615	1,452	2,500	2,500	-	25,881	34,963	9,082
0441	54,898	54,898	54,898	54,898	54,898	54,898	54,898	54,898	54,898	54,898	54,898	54,898	-	658,775	632,399	(26,376)
0444	-	-	-	-	-	-	200	211	211	211	200	200	-	1,022	-	(1,022)
	60,659	68,585	75,144	70,894	39,498	59,483	55,712	58,827	61,258	69,227	62,948	62,948	-	745,185	727,801	(17,384)
<b>Other Purchased Services</b>																
0519	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0521	-	-	-	-	-	-	-	-	-	-	-	-	-	-	16,350	16,350
0522	-	4,781	505	2,682	1,594	1,594	1,594	1,594	2,368	1,601	1,594	1,594	-	21,502	11,157	(10,345)
0523	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0531	71	-	141	-	-	4,000	131	-	-	112	176	176	-	4,807	5,269	462
0534	-	-	1,511	877	825	1,759	-	748	801	801	715	715	-	8,752	14,711	5,959
0535	-	-	-	-	-	-	-	-	5,610	298	-	-	-	5,908	-	(5,908)
0540	5,000	-	-	-	-	-	-	-	-	-	-	-	-	5,000	5,000	-
0550	6,617	-	-	-	-	2,288	-	-	881	2,736	-	-	-	12,523	8,905	(3,618)
0569	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0580	385	977	680	1,214	-	953	678	966	-	-	131	131	-	6,115	4,996	(1,120)
	12,074	5,758	2,837	4,774	2,419	10,593	2,403	3,308	9,661	5,548	2,616	2,616	-	64,608	66,388	1,780
<b>Supplies</b>																
0610	2,004	10,705	3,521	15,965	16,063	2,938	4,981	745	9,309	4,651	3,842	3,842	-	78,566	74,249	(4,317)
0612	6,592	3,951	2,691	13,119	8,483	9,052	1,301	5,310	3,422	-	38,706	99,447	-	192,076	230,782	38,706
0622	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0630	-	-	6,749	10,573	-	17,453	-	-	23,896	9,458	18,000	-	-	86,128	94,774	8,646
0640	-	-	-	910	-	-	-	-	-	-	-	-	-	910	910	-
0641	-	-	37,196	-	2,917	745	1,259	8,438	1,895	22,460	126	126	-	75,160	41,611	(33,549)
0651	-	4,511	8,023	2,282	2,032	9,427	5,577	2,651	10,828	2,945	3,148	3,148	-	54,573	45,166	(9,408)
0652	-	-	31,780	12,298	1,068	585	417	-	878	423	271	271	-	47,991	47,356	(635)
	8,597	19,167	89,960	55,146	30,563	40,199	13,535	17,144	50,229	39,937	64,093	106,834	-	535,404	534,848	(556)
<b>Property</b>																
0734	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Debt Service and Misc.</b>																
0810	115	3,292	-	-	-	-	-	-	-	-	88	88	-	3,582	3,932	350
0892	-	-	-	-	-	-	-	-	2,264	-	-	-	-	2,264	-	-
	115	3,292	-	-	-	-	-	-	2,264	-	88	88	-	5,846	3,932	350
<b>General</b>																
0591	-	-	-	-	-	2,671	796	853	853	2,559	1,249	1,249	-	10,231	10,168	(63)
0790	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	2,671	796	853	853	2,559	1,249	1,249	-	10,231	10,168	(63)
<b>Total Expenses</b>	<b>120,205</b>	<b>193,912</b>	<b>254,476</b>	<b>232,518</b>	<b>154,880</b>	<b>209,714</b>	<b>161,149</b>	<b>178,106</b>	<b>226,470</b>	<b>209,051</b>	<b>236,854</b>	<b>276,033</b>	<b>-</b>	<b>2,453,369</b>	<b>2,470,700</b>	<b>19,532</b>
<b>Surplus (Deficit)</b>	<b>\$ (62,205)</b>	<b>\$ (113,125)</b>	<b>\$ (73,547)</b>	<b>\$ (152,745)</b>	<b>\$ 292,111</b>	<b>\$ (101,655)</b>	<b>\$ (14,253)</b>	<b>\$ (46,324)</b>	<b>\$ (123,055)</b>	<b>\$ (17,809)</b>	<b>\$ 90,333</b>	<b>\$ 101,465</b>	<b>\$ 349,742</b>	<b>\$ 128,932</b>	<b>\$ 39,944</b>	<b>\$ 91,639</b>

**Teach High School - NV**  
**Monthly Cash Flow/Budget FY22**  
 Revised 05/04/2022



	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 Forecast	Revised Budget	Favorable / (Unfav.)
<b>Cash Flow Adjustments</b>																
Monthly Surplus (Deficit)	(62,205)	(113,125)	(73,547)	(152,745)	292,111	(101,655)	(14,253)	(46,324)	(123,055)	(17,809)	90,333	101,465	349,742	<b>128,932</b>	39,494	
Cash flows from operating activities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Depreciation/Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Funding Receivables	-	-	-	-	-	-	-	-	36,424	-	(150,000)	28,429	(349,742)	<b>(434,888)</b>	(225,079)	
Grants and Contributions Rec.	-	(52,000)	53,527	-	(293,457)	145,184	(18,500)	(31,919)	-	30,960	30,000	30,000	-	<b>(106,205)</b>	(146,746)	
Due To/From Related Parties	-	-	-	-	-	-	-	-	5,961	-	(25,000)	(27,000)	-	<b>(46,039)</b>	-	
Prepaid Expenses	(1,742)	5,301	2,537	2,032	(5,983)	10,048	2,032	(11,490)	-	11,625	-	(183,206)	-	<b>(168,846)</b>	12,192	
Other Assets	-	-	-	-	-	-	-	-	-	-	60,605	-	-	<b>60,605</b>	-	
Accounts Payable	(24,385)	23,862	47,215	(53,615)	10,710	67,333	(78,043)	-	(33,865)	112	29,898	29,898	-	<b>19,120</b>	71,119	
Accrued Expenses	6,319	16,404	17,363	16,984	17,141	16,649	23,065	18,134	44,149	69,290	10,760	10,760	-	<b>267,018</b>	90,861	
Other Liabilities	137,183	27,550	45,443	63,837	56,492	65,389	(108,883)	52,666	-	(66,704)	-	(63,108)	-	<b>209,865</b>	343,894	
Cash flows from investing activities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Purchases of Prop. And Equip.	-	(34,824)	-	-	-	-	-	-	-	-	-	-	-	<b>(34,824)</b>	(34,824)	
Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash flows from financing activities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Proceeds from Debt	29,000	-	-	-	-	-	-	-	-	-	-	-	-	<b>29,000</b>	29,000	
Repayments on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	84,171	(126,832)	92,539	(123,507)	77,012	202,948	(194,582)	(18,932)	(70,385)	27,475	46,595	(72,762)				
	77,569	161,740	34,908	127,447	3,939	80,952	283,899	89,317	70,385	0	27,475	74,070				
	<b>\$ 161,740</b>	<b>\$ 34,908</b>	<b>\$ 127,447</b>	<b>\$ 3,939</b>	<b>\$ 80,952</b>	<b>\$ 283,899</b>	<b>\$ 89,317</b>	<b>\$ 70,385</b>	<b>\$ 0</b>	<b>\$ 27,475</b>	<b>\$ 74,070</b>	<b>\$ 1,308</b>				
	122,668	122,668	122,668	122,668	122,668	122,668	122,668	122,668	122,668	122,668	122,668	122,668				

## TEACH Las Vegas

## Budget vs Actual

For the period ended April 30, 2022

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
<b>Revenues</b>							
State Revenue Distributed School Account							
Basic General Governmental Services Tax	73,086	-	73,086	605,316	-	605,316	-
Basic Support	-	74,936	(74,936)	-	606,027	(606,027)	899,595
Total State Revenue Distributed School Account	73,086	74,936	(1,850)	605,316	606,027	(710)	899,595
State Revenue							
Special Ed portion to DSA	-	28,438	(28,438)	-	33,898	(33,898)	52,325
Restricted Grants-in-Aid	43,819	-	43,819	395,035	550,932	(155,897)	940,852
E-Rate Funds	-	-	-	-	-	-	4,984
Total State Revenue	43,819	28,438	15,382	395,035	584,830	(189,794)	998,161
Federal Revenue							
Title I	-	-	-	-	-	-	38,160
Title IIA	-	-	-	-	-	-	8,151
Special Education Part B	-	4,029	(4,029)	-	5,576	(5,576)	16,117
Restricted Grants-in-Aid From the Federal Government T	44,337	-	44,337	67,282	22,945	44,337	79,945
Total Other State Revenue	44,337	4,029	40,308	67,282	28,522	38,761	142,373
Other Local Revenue							
Other Activity Income	30,000	-	30,000	460,240	370,065	90,175	470,065
Total Other Local Revenue	30,000	-	30,000	460,240	370,065	90,175	470,065
<b>Total Revenues</b>	<b>191,243</b>	<b>107,403</b>	<b>83,840</b>	<b>1,527,874</b>	<b>1,589,443</b>	<b>(61,569)</b>	<b>2,510,194</b>
<b>Expenses</b>							
Certificated Salaries							
Salaries of Regular Employees Paid to Teachers	37,659	38,706	1,047	353,518	349,849	(3,669)	427,262
Salaries of Regular Employees Paid to Licensed Administrators	7,788	8,038	250	80,247	80,919	672	96,995
Total Certificated Salaries	45,448	46,744	1,297	433,764	430,768	(2,996)	524,257
Classified Salaries							
Salaries of Regular Employees Paid to Other Classified / Support Staff	7,759	6,311	(1,448)	66,596	62,221	(4,375)	74,843
Total Classified Salaries	7,759	6,311	(1,448)	66,596	62,221	(4,375)	74,843
Benefits							
Retirement Contributions for Teachers	7,202	8,441	1,239	69,949	74,906	4,956	91,788
Retirement Contributions for Licensed Administration	2,231	2,278	46	22,313	22,498	185	27,053
Retirement Contributions for Other Classified / Support Staff	1,513	1,448	(65)	12,643	12,684	41	15,580
Medicare Payments for Teachers	535	567	31	4,925	5,051	125	6,184
Medicare Payments for Licensed Administration	109	116	7	1,088	1,116	29	1,348
Medicare Payments for Other Classified / Support Staff	95	93	(2)	839	846	8	1,032
Unemployment Compensation for Teachers	1,114	1,217	104	7,819	8,233	414	10,667
Unemployment Compensation for Licensed Administration	225	78	(147)	1,452	862	(590)	1,017
Unemployment Compensation for Other Classified / Support Staff	223	113	(111)	1,441	1,042	(399)	1,267
Worker's Comp: Teachers	-	234	234	-	935	935	1,402
Worker's Comp: Licensed Admin.	-	52	52	-	209	209	314
Worker's Comp: Other Classified	-	41	41	-	164	164	246
Health Benefits: Teachers	1,478	2,000	521	10,089	12,521	2,432	16,521
Health Benefits: Licensed Admin.	678	678	(0)	4,746	4,746	(0)	6,102
Health Benefits: Other Classified	460	916	456	4,000	5,500	1,500	7,332
Total Benefits	15,864	18,270	2,406	141,305	151,314	10,009	187,854

**TEACH Las Vegas****Budget vs Actual**

For the period ended April 30, 2022

	<b>Current Period Actual</b>	<b>Current Period Budget</b>	<b>Current Period Variance</b>	<b>Current Year Actual</b>	<b>YTD Budget</b>	<b>YTD Budget Variance</b>	<b>Total Budget</b>
<b>Books &amp; Supplies</b>							
Textbooks	22,460	126	(22,334)	74,909	41,360	(33,549)	41,611
Books and Reference Materials	-	-	-	910	910	-	910
Supplies - Technology - Software	2,945	3,148	204	48,277	38,869	(9,408)	45,166
Supplies/Equipment - Information Technology Related	423	271	(153)	47,449	46,814	(635)	47,356
Travel	-	131	131	5,853	4,733	(1,120)	4,996
General Supplies	4,651	3,842	(809)	70,882	66,565	(4,317)	74,249
Supplies/Equipment - Non-information technology suppli	-	17,489	17,489	53,923	113,846	59,923	230,782
Food Services	9,458	10,000	543	68,128	74,774	6,646	94,774
<b>Total Books &amp; Supplies</b>	<b>39,937</b>	<b>35,008</b>	<b>(4,929)</b>	<b>370,330</b>	<b>387,871</b>	<b>17,541</b>	<b>539,844</b>
<b>Subagreement Services</b>							
Professional Educational Services	1,580	10,000	8,420	42,765	65,283	22,518	85,283
<b>Total Subagreement Services</b>	<b>1,580</b>	<b>10,000</b>	<b>8,420</b>	<b>42,765</b>	<b>65,283</b>	<b>22,518</b>	<b>85,283</b>
<b>Operations &amp; Housekeeping</b>							
Dues and Fees	-	88	88	3,407	3,757	350	3,932
Property Insurance "Business Owners"	-	2,725	2,725	-	10,900	10,900	16,350
Insurance	1,601	-	(1,601)	18,314	11,157	(7,157)	11,157
Utility Services	4,453	4,171	(282)	34,889	36,356	1,467	44,698
Cleaning Services	8,213	1,750	(6,463)	13,919	12,242	(1,677)	15,742
General	2,559	1,249	(1,310)	7,732	7,669	(63)	10,168
Telephone - Cell phone services	801	1,250	449	7,322	9,972	2,650	14,711
Data Communications, Internet, Video, T-lines, web-base	298	-	(298)	5,908	-	(5,908)	-
Postage	112	176	64	4,455	4,917	462	5,269
<b>Total Operations &amp; Housekeeping</b>	<b>18,037</b>	<b>11,409</b>	<b>(6,628)</b>	<b>95,946</b>	<b>96,970</b>	<b>1,024</b>	<b>122,027</b>
<b>Facilities, Repairs &amp; Other Leases</b>							
Renting Land and Buildings	54,898	50,502	(4,396)	548,979	531,395	(17,584)	632,399
Other Leases	211	-	(211)	622	-	(622)	-
Repairs and Maintenance Services	1,452	2,500	1,048	20,881	29,963	9,082	34,963
<b>Total Facilities, Repairs &amp; Other Leases</b>	<b>56,561</b>	<b>53,002</b>	<b>(3,559)</b>	<b>570,481</b>	<b>561,358</b>	<b>(9,123)</b>	<b>667,362</b>
<b>Professional/Consulting Services</b>							
Other Professional Services	-	167	167	29,952	23,354	(6,598)	23,687
Prof-Dev/Technology Training	-	2,500	2,500	-	10,000	10,000	15,000
Technical Services	-	2,000	2,000	365	8,365	8,000	12,365
Official/Administrative Services	12,131	10,459	(1,672)	103,703	115,432	11,729	136,350
Printing and Binding	2,736	-	(2,736)	12,523	8,905	(3,618)	8,905
Data Processing and Coding Services	3,234	4,139	905	43,736	32,646	(11,090)	40,923
Marketing	3,500	5,187	1,687	21,752	27,001	5,249	27,001
Advertising	-	-	-	5,000	5,000	-	5,000
<b>Total Professional/Consulting Services</b>	<b>21,602</b>	<b>24,452</b>	<b>2,850</b>	<b>217,030</b>	<b>230,702</b>	<b>13,672</b>	<b>269,231</b>
<b>Interest</b>							
Penalties and Interest	2,264	-	(2,264)	2,264	-	(2,264)	-
<b>Total Interest</b>	<b>2,264</b>	<b>-</b>	<b>(2,264)</b>	<b>2,264</b>	<b>-</b>	<b>(2,264)</b>	<b>-</b>
<b>Total Expenses</b>	<b>209,051</b>	<b>205,196</b>	<b>(3,856)</b>	<b>1,940,482</b>	<b>1,986,487</b>	<b>46,005</b>	<b>2,470,700</b>
<b>Change in Net Assets</b>	<b>(17,809)</b>	<b>(97,793)</b>	<b>79,984</b>	<b>(412,608)</b>	<b>(397,044)</b>	<b>(15,564)</b>	<b>39,494</b>
Net Assets, Beginning of Period	(363,703)			31,096			
<b>Net Assets, End of Period</b>	<b>\$ (381,512)</b>			<b>\$ (381,512)</b>			

**TEACH Las Vegas****Statement of Financial Position**

April 30, 2022

	<b>Current Balance</b>	<b>Beginning Year Balance</b>	<b>YTD Change</b>	<b>YTD % Change</b>
<b>Assets</b>				
<b>Current Assets</b>				
Cash and Cash Equivalents	\$ 27,475	\$ 77,569	\$ (50,094)	-65%
Grants & Contributions Receivable	72,248	53,527	18,722	35%
Other Accounts Receivable	111,059	-	111,059	0%
Prepaid Expenses	4,064	24,385	(20,321)	-83%
<b>Total Current Assets</b>	<b>214,846</b>	<b>155,481</b>	<b>59,366</b>	<b>38%</b>
<b>Long-Term Assets</b>				
Property & Equipment, Net	34,824	-	34,824	0%
<b>Total Long Term Assets</b>	<b>34,824</b>	<b>-</b>	<b>34,824</b>	<b>0%</b>
<b>Total Assets</b>	<b>\$ 249,670</b>	<b>\$ 155,481</b>	<b>\$ 94,189</b>	<b>61%</b>
<b>Liabilities</b>				
<b>Current Liabilities</b>				
Accounts Payable	\$ 17,574	\$ 24,385	\$ (6,811)	-28%
Accrued Expenses	83,986	-	83,986	0%
Deferred Revenue	69,290	-	69,290	0%
Other Current Liabilities	78,365	-	78,365	0%
<b>Total Current Liabilities</b>	<b>249,215</b>	<b>24,385</b>	<b>224,830</b>	<b>922%</b>
<b>Long-Term Liabilities</b>				
Notes Payable, Net of Current Portion	129,000	100,000	29,000	29%
Other Long-Term Liabilities	252,967	-	252,967	0%
<b>Total Long-Term Liabilities</b>	<b>381,967</b>	<b>100,000</b>	<b>281,967</b>	<b>282%</b>
<b>Total Liabilities</b>	<b>631,182</b>	<b>124,385</b>	<b>506,797</b>	<b>407%</b>
<b>Total Net Assets</b>	<b>(381,512)</b>	<b>31,096</b>	<b>(412,608)</b>	<b>-1327%</b>
<b>Total Liabilities and Net Assets</b>	<b>\$ 249,670</b>	<b>\$ 155,481</b>	<b>\$ 94,189</b>	<b>61%</b>

**TEACH Las Vegas**

**Accounts Payable Aging**

April 30, 2022

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Charter Impact	12562	3/31/2022	4/30/2022	\$ 112	\$ -	\$ -	\$ -	\$ -	\$ 112
Fencing Specialists, Inc.	21321	6/11/2021	6/11/2021	-	-	-	-	17,462	17,462
<b>Total Outstanding Invoices</b>				<u>\$ 112</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 17,462</u>	<u>\$ 17,574</u>

## TEACH Las Vegas

## Check Register

For the period ended April 30, 2022

Check Number	Vendor Name	Transaction Description	Check Date	Check Amount	Expense Type	YTD Expenses
10240	Charter Impact	Business Mgmt Svcs & Payroll Processing Fee - 04/22	4/7/2022	\$ 3,474.00		
10241	Infinite Campus, Inc.	Infinite Campus - 01/12/22	4/7/2022	150.00		
10242	Nevada PERS	PERS 11/2021-12/2021	4/12/2022	31,238.58		
10243	Nevada PERS	PERS 07/2021-10/2021 interest	4/12/2022	2,263.96		
10244	Red Hook Rancho, LLC	Aprill 2022 Rental Payment	4/13/2022	1,273.67		
10245	Better 4 You Meals, Inc.	Meals - 03/22	4/15/2022	9,457.50		
10246	Brady Industries	Janitorial Supplies	4/15/2022	355.64		
10247	Brilliant General Maintenance Inc.	Janitorial Svcs - 01/22, 03/22	4/15/2022	9,885.80		
10248	Communication Electronic Systems LLC	Maintenance & Repair Svcs	4/15/2022	180.00		
10249	Edlio LLC	Subscription - 04/01/22 - 06/30/22	4/15/2022	762.80		
10250	EMCOR Services Mesa Energy	Maintenance Svcs - 04/22	4/15/2022	1,272.00		
10251	GoTo Communications, Inc.	Communication Svcs - 04/22	4/15/2022	297.75		
10252	Graduation Outlet	School Supplies	4/15/2022	506.42		
10253	Les Olson Company	Copier Lease - 02/26/22 - 03/25/22	4/15/2022	423.35		
10254	Mark Rabens & Associates	Office Supplies	4/15/2022	2,814.12		
10255	McGraw Hill LLC	Textbooks	4/15/2022	22,459.69		
10256	Mobile Mini	Container Rental - 04/05/22 - 05/02/22	4/15/2022	210.93		
10257	Schola	ScholaRecruiter Pro	4/15/2022	3,500.00		
10258	Staples	Office Supplies	4/15/2022	975.09		
10259	Wildflower Therapy Services, LLC	SpEd Svcs - 03/01/22 - 03/29/22	4/15/2022	1,580.00		
10260	IKreate Design & Print LLC	Printing Svcs	4/18/2022	2,736.47		
ACH	Department of Taxation	Nevada Tax Center - Use Tax	4/1/2022	185.41		
ACH	Department of Taxation	Nevada Tax Center - Use Tax	4/4/2022	3,606.01		
ACH	COX Business	Cox Communications - 03/15/22 - 04/14/22	4/5/2022	800.82		
ACH	NV Energy	Utility Svcs - 02/15/22 - 03/17/22	4/8/2022	379.35		
ACH	NV Energy	Utility Svcs - 02/15/22 - 03/17/22	4/8/2022	549.86		
ACH	NV Energy	Utility Svcs - 02/15/22 - 03/17/22	4/8/2022	1,211.46		
ACH	Bank of Nevada	Analysis Fee	4/21/2022	84.50		
ACH	Republic Services #620	Janitorial Svcs	4/21/2022	3,270.46		
ACH	Las Vegas Valley Water District	Utility Svcs - 02/23/22 - 03/29/22	4/26/2022	1,540.72		
<b>Total Disbursements Issued in April</b>				<b>\$ 107,446.36</b>		

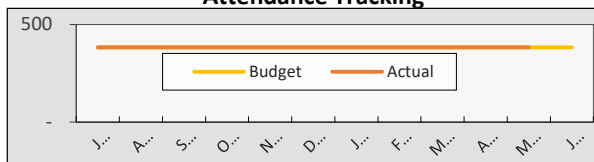
# Teach High School - NV

## FY22 Board Summary

Revised 05/04/2022



Attendance Tracking

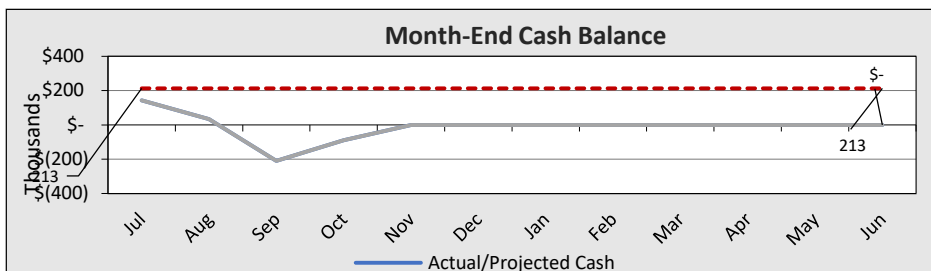


	Annual/Full Year		
	Tentative Approved Budget @ 3/8/2022 for 6/30/2023-383	Updated Budget @ April 2022 for 6/30/2023-383	Fav/(Unfav)
<b>Revenue</b>			
Distributed School Account	\$ 2,756,451	\$ 2,756,451	\$ -
State Revenue	637,628	1,071,584	433,956
Federal Revenue	597,184	550,897	(46,287)
Other Local Revenue	-	-	-
<b>Total Revenue</b>	<b>\$ 3,991,263</b>	<b>\$ 4,378,932</b>	<b>\$ 387,669</b>
<b>Expenses</b>			
Salaries	\$ 891,636	\$ 1,065,476	\$ (173,840)
Employee Benefits	440,709	509,644	(68,935)
Prof. and Tech. Services	394,559	409,494	(14,935)
Property Services	822,422	836,907	(14,485)
Other Purchased Services	117,669	146,896	(29,227)
Supplies	1,230,516	1,241,355	(10,839)
Debt Service and Misc.	11,857	18,449	(6,592)
General	34,456	34,456	0
<b>Total Expenses</b>	<b>\$ 3,943,824</b>	<b>\$ 4,262,676</b>	<b>\$ (318,852)</b>
<b>Total Surplus(Deficit)</b>	<b>\$ 47,439</b>	<b>\$ 116,256</b>	<b>\$ 68,817</b>
<b>Adjustment for GASB:</b>			
<b>Add Back Deferred Rent</b>	<b>0</b>	<b>455,350</b>	<b>455,350</b>
<b>Adjusted Surplus(Deficit)</b>	<b>47,439</b>	<b>571,606</b>	<b>524,167</b>
Beginning Fund Balance	433,522	512,766	79,244
<b>Ending Fund Balance</b>	<b>\$ 480,961</b>	<b>\$ 1,084,372</b>	<b>603,411</b>
<i>As a % of Annual Expenses</i>	<i>12.2%</i>	<i>25.4%</i>	

State Revenue increase based on increasing 180 Grant revenue recognition from 463K to \$802K. Also added \$52K for Teacher Retention Grant. Federal Grants decrease based on Grants Management System approve amounts

Salaries Increased as following new positions added- Science Teacher, Counselor, Custodian, PE and Art Teachers,

Month-End Cash Balance





**Teach High School - NV**  
**Monthly Cash Flow/Forecast FY23**  
 Revised 05/04/2022



	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Year-End Accruals	Annual Budget	PY Forecast	Favorable / (Unfav.)
<b>Funding Timing</b>	0.00%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8%			
<b>Revenues</b>																
<u>State- Revenue-Distributed School Account</u>																
3110-1191 Franchise Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3110-1192 Basic General Government	-	229,695	229,695	229,695	229,695	229,695	229,695	229,695	229,695	229,695	229,695	229,695	229,805	2,756,451	899,595	1,856,856
	-	229,695	229,695	229,695	229,695	229,695	229,695	229,695	229,695	229,695	229,695	229,695	229,805	2,756,451	899,595	1,856,856
<u>State Revenue</u>																
3115 Special Ed portion to DSA	-	-	-	-	-	-	-	-	-	-	-	-	174,265	174,265	52,325	121,940
3200 Restricted Grants-in-Aid	-	-	94,679	52,640	-	250,000	-	250,000	-	250,000	-	-	-	897,319	841,837	55,482
	-	-	94,679	52,640	-	250,000	-	250,000	-	250,000	-	-	174,265	1,071,584	894,162	177,422
<u>Federal Revenue</u>																
4500 Restricted Grants-in-Aid	-	-	-	-	72,413	-	-	-	-	139,925	36,979	94,678	-	343,995	109,000	234,995
4510 Title I	-	-	-	28,948	-	-	28,948	-	-	28,948	-	-	28,948	115,793	53,602	62,191
4520 Title IIA	-	-	-	8,570	-	-	8,570	-	-	8,570	-	-	8,570	34,281	11,427	22,854
4571 Special Education Part B	-	-	-	-	-	-	-	-	-	-	-	-	20,239	20,239	16,117	4,122
4703 Other Federal Funds	-	-	-	-	-	-	-	-	3,683	22,907	-	10,000	-	36,590	8,158	28,432
	-	-	-	37,518	72,413	-	37,518	-	3,683	200,350	36,979	104,678	57,757	550,897	198,304	352,593
<u>Other Local Revenue</u>																
1790 Other Activity Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-	590,240	(590,240)
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	590,240	(590,240)
<b>Total Revenue</b>	-	229,695	324,374	319,853	302,108	479,695	267,213	479,695	233,378	680,045	266,675	334,373	461,828	4,378,932	2,582,301	2,386,871
<b>Expenses</b>																
<u>Personal Services-Salaries</u>																
0111 Regular Employees: Teache	5,780	59,604	59,604	59,604	59,604	59,604	59,604	59,604	59,604	59,604	59,604	59,604	-	661,427	430,406	(231,021)
0112 Regular Employees: Instruct	-	5,455	5,455	5,455	5,455	5,455	5,455	5,455	5,455	5,455	5,455	5,455	-	60,000	-	(60,000)
0114 Regular Employees: License	8,199	8,199	8,199	8,199	8,199	8,199	8,199	8,199	8,199	8,199	8,199	8,199	-	98,385	95,247	(3,138)
0117 Regular Employees: Other C	14,532	21,012	21,012	21,012	21,012	21,012	21,012	21,012	21,012	21,012	21,012	21,012	-	245,664	81,218	(164,446)
	28,511	94,270	94,270	94,270	94,270	94,270	94,270	94,270	94,270	94,270	94,270	94,270	-	1,065,476	606,871	(458,605)

**Teach High School - NV**

**Monthly Cash Flow/Forecast FY23**

Revised 05/04/2022



	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Year-End Accruals	Annual Budget	PY Forecast	Favorable / (Unfav.)
<b>Personnel Services - Employee Benefits</b>																
0231 Retirement: Teachers	1,691	17,434	17,434	17,434	17,434	17,434	17,434	17,434	17,434	17,434	17,434	17,434	-	193,467	84,395	(109,073)
0232 Retirement: Instructional Ai	-	338	338	338	338	338	338	338	338	338	338	338	-	3,720	-	(3,720)
0234 Retirement: Licensed Admi	508	508	508	508	508	508	508	508	508	508	508	508	-	6,100	26,755	20,655
0237 Retirement: Other Classifie	4,251	6,146	6,146	6,146	6,146	6,146	6,146	6,146	6,146	6,146	6,146	6,146	-	71,857	15,623	(56,234)
0241 Medicare: Teachers	84	864	864	864	864	864	864	864	864	864	864	864	-	9,591	6,035	(3,555)
0244 Medicare: Licensed Admin.	119	119	119	119	119	119	119	119	119	119	119	119	-	1,427	1,293	(133)
0247 Medicare: Other Classified	211	305	305	305	305	305	305	305	305	305	305	305	-	3,562	1,068	(2,495)
0261 Unemployment: Teachers	115	1,181	1,181	1,181	1,181	1,181	1,181	1,181	1,181	1,181	1,181	1,181	-	13,104	10,232	(2,872)
0262 Unemployment: Instruction	-	164	164	164	164	164	164	164	164	164	164	164	-	1,800	-	(1,800)
0264 Unemployment: Licensed A	78	78	78	78	78	78	78	78	78	78	78	78	-	936	1,599	663
0267 Unemployment: Other Clas	381	551	551	551	551	551	551	551	551	551	551	551	-	6,444	1,746	(4,698)
0271 Worker's Comp: Teachers	358	358	358	358	358	358	358	358	358	358	358	358	-	4,299	464	(3,835)
0272 Worker's Comp: Instruction	33	33	33	33	33	33	33	33	33	33	33	33	-	390	-	(390)
0274 Worker's Comp: Licensed A	53	53	53	53	53	53	53	53	53	53	53	53	-	640	98	(542)
0277 Worker's Comp: Other Clas	133	133	133	133	133	133	133	133	133	133	133	133	-	1,597	95	(1,502)
0281 Health Benefits: Teachers	14,038	14,038	14,038	14,038	14,038	14,038	14,038	14,038	14,038	14,038	14,038	14,038	-	168,457	13,258	(155,199)
0284 Health Benefits: Licensed Ai	446	446	446	446	446	446	446	446	446	446	446	446	-	5,346	6,102	756
0287 Health Benefits: Other Class	1,337	1,337	1,337	1,337	1,337	1,337	1,337	1,337	1,337	1,337	1,337	1,337	-	16,038	5,832	(10,206)
	23,834	44,165	44,165	44,165	44,165	44,165	44,165	44,165	44,165	44,165	44,165	44,165	-	509,644	174,597	(335,047)
<b>Purchased Professional and Technical Services</b>																
0310 Offical/Administrative Servi	18,246	18,246	18,246	18,246	18,246	18,246	18,246	18,246	18,246	18,246	18,246	18,246	-	218,947	140,370	(78,577)
0320 Professional Educational Se	-	1,280	28	2,121	217	1,220	193	1,271	1,597	304	1,925	1,925	-	12,081	62,765	50,684
0337 Prof-Dev/Technology Traini	-	-	-	-	-	-	-	2,722	-	-	14,873	14,873	-	32,468	10,288	(22,180)
0340 Other Professional Services	7,911	1,346	-	7,113	233	1,020	2,261	-	2,712	-	129	129	-	22,855	29,422	6,568
0345 Marketing	-	-	400	-	-	5,845	3,496	4,994	3,496	3,496	3,558	-	-	25,284	25,314	31
0350 Technical Services	-	-	571	-	-	-	-	-	-	-	3,908	3,908	-	8,387	5,365	(3,022)
0351 Data Processing and Coding	16,574	16,574	(28,884)	15,465	6,738	12,337	6,738	7,799	7,799	7,799	10,267	10,267	-	89,473	37,102	(52,371)
	42,731	37,446	(9,640)	42,945	25,433	38,668	30,933	35,031	33,849	29,844	52,905	49,347	-	409,494	310,627	(98,867)
<b>Purchased Property Services</b>																
0410 Utility Services	9,969	7,536	11,219	3,001	(5,620)	7,935	6,348	6,307	5,970	7,706	6,229	6,229	-	72,829	42,089	(30,740)
0420 Cleaning Services	-	5,824	18,652	37,040	(44,971)	-	931	266	266	25,921	5,523	5,523	-	54,972	17,419	(37,554)
0430 Repairs and Maintenance S	-	23,628	24,783	7,969	6,622	-	(9,939)	-	8,253	4,582	7,890	7,890	-	81,677	25,881	(55,796)
0441 Renting Land and Buildings	52,017	52,017	52,017	52,017	52,017	52,017	52,017	52,017	52,017	52,017	52,017	52,017	-	624,203	658,775	34,572
0444 Other Rentals	-	-	-	-	-	-	-	631	666	666	631	631	-	3,225	1,022	(2,203)
	61,986	89,004	106,670	100,026	8,048	59,952	49,357	59,222	67,171	90,891	72,290	72,290	-	836,907	745,185	(89,519)
<b>Other Purchased Services</b>																
0531 Postage	225	-	446	-	-	12,624	412	-	-	353	556	556	-	15,171	4,807	(10,364)
0534 Telephone - Cell phone serv	-	-	2,179	1,265	1,190	2,536	-	1,079	1,155	1,155	1,031	1,031	-	12,621	8,752	(3,869)
0580 Travel	460	1,166	811	1,449	-	1,137	810	1,153	-	-	157	157	-	7,300	6,115	(1,184)
	37,348	9,584	4,326	7,437	3,996	26,323	4,028	5,039	25,812	13,902	4,550	4,550	-	146,896	64,608	(82,289)

**Teach High School - NV**

**Monthly Cash Flow/Forecast FY23**

Revised 05/04/2022



	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Year-End Accruals	Annual Budget	PY Forecast	Favorable / (Unfav.)
<b>Supplies</b>																
0610 General Supplies	6,325	33,784	11,112	50,384	50,695	9,273	15,718	2,350	29,379	14,679	12,126	12,126	-	247,949	78,566	(169,383)
0612 Technology Supplies and Eq	6,790	4,069	2,772	13,513	8,738	9,324	1,340	5,470	3,525	-	39,867	102,431	-	197,839	192,076	(5,762)
0630 Food	-	-	21,299	33,366	-	55,079	-	-	75,415	29,847	56,807	-	-	271,812	86,128	(185,685)
0640 Books and Periodicals	-	-	-	2,871	-	-	-	-	-	-	-	-	-	2,871	910	(1,961)
0641 Textbooks	-	-	112,439	-	8,817	2,251	3,805	25,507	5,728	67,893	380	380	-	227,199	75,160	(152,039)
0651 Supplies -Tech -Software	-	13,410	23,850	6,784	6,041	28,024	16,579	7,881	32,188	8,754	9,359	9,359	-	162,229	54,573	(107,656)
0652 Supplies-Equipment	-	-	87,052	33,686	2,926	1,601	1,142	-	2,406	1,160	742	742	-	131,456	47,991	(83,465)
	13,115	51,264	258,524	140,603	77,216	105,551	38,584	41,208	148,641	122,333	119,280	125,037	-	1,241,355	535,404	(705,950)
<b>Debt Service and Misc.</b>																
0810 Dues and Fees	363	10,389	-	-	-	-	-	-	-	-	276	276	-	11,305	3,582	(7,723)
0892 Penalties and Interest	-	-	-	-	-	-	-	-	-	7,145	-	-	-	7,145	-	-
	363	10,389	-	-	-	-	-	-	-	7,145	276	276	-	18,449	3,582	(7,723)
<b>General</b>																
0591 Sponsorship Fee	-	2,871	2,871	2,871	2,871	2,871	2,871	2,871	2,871	2,871	2,871	2,871	2,871	34,456	10,231	(24,224.41)
0790 Depreciation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	2,871	2,871	2,871	2,871	2,871	2,871	2,871	2,871	2,871	2,871	2,871	2,871	34,456	10,231	-
<b>Total Expenses</b>	<b>207,888</b>	<b>338,993</b>	<b>501,186</b>	<b>432,317</b>	<b>255,998</b>	<b>371,799</b>	<b>264,208</b>	<b>281,805</b>	<b>416,778</b>	<b>405,421</b>	<b>390,607</b>	<b>392,806</b>	<b>2,871</b>	<b>4,262,676</b>	<b>2,451,105</b>	<b>(1,804,427)</b>
<b>Surplus (Deficit)</b>	<b>\$ (207,888)</b>	<b>\$ (109,298)</b>	<b>\$ (176,812)</b>	<b>\$ (112,463)</b>	<b>\$ 46,110</b>	<b>\$ 107,896</b>	<b>\$ 3,005</b>	<b>\$ 197,890</b>	<b>\$ (183,399)</b>	<b>\$ 274,624</b>	<b>\$ (123,932)</b>	<b>\$ (58,434)</b>	<b>\$ 458,956</b>	<b>\$ 116,256</b>	<b>\$ 131,196</b>	<b>\$ 582,445</b>
<b>Cash Flow Adjustments</b>																
Monthly Surplus (Deficit)	(207,888)	(109,298)	(176,812)	(112,463)	46,110	107,896	3,005	197,890	(183,399)	274,624	(123,932)	(58,434)	458,956	116,256		
<b>Cash flows from operating activities</b>																
Depreciation/Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Funding Receivables	349,742	-	(64,853)	233,000	-	-	-	-	-	-	-	-	(461,828)	56,060		
<b>Cash flows from financing activities</b>																
Proceeds from Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Payments on Debt	-	-	(2,000)	-	-	(2,000)	-	-	(2,000)	-	-	(2,000)	-	(8,000)		
<b>Total Change in Cash</b>	<b>141,854</b>	<b>(109,298)</b>	<b>(243,665)</b>	<b>120,537</b>	<b>46,110</b>	<b>105,896</b>	<b>3,005</b>	<b>197,890</b>	<b>(185,399)</b>	<b>274,624</b>	<b>(123,932)</b>	<b>(60,434)</b>				
Cash, Beginning of Month	1,308	143,161	33,864	(209,801)	(89,265)	(43,154)	62,742	65,747	263,637	78,238	352,862	228,929				
<b>Cash, End of Month</b>	<b>\$ 143,161</b>	<b>\$ 33,864</b>	<b>\$ (209,801)</b>	<b>\$ (89,265)</b>	<b>\$ (43,154)</b>	<b>\$ 62,742</b>	<b>\$ 65,747</b>	<b>\$ 263,637</b>	<b>\$ 78,238</b>	<b>\$ 352,862</b>	<b>\$ 228,929</b>	<b>\$ 168,496</b>				

# Coversheet

## Approval of Amended Charter Contract

**Section:** III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION  
**Item:** C. Approval of Amended Charter Contract  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** TEACH Las Vegas Amended Charter Contract 2022.04.20.pdf

**AMENDED CHARTER CONTRACT**

**between**

**Nevada State Public Charter School Authority**

**and**

**TEACH Las Vegas**

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## AMENDED CHARTER CONTRACT

This agreement constitutes an Amended Charter Contract (the “Amended Charter Contract”) executed between the **Nevada State Public Charter School Authority** (the “Authority”), and **TEACH Las Vegas** (the “Charter School” and collectively, “the Parties”), a Nevada nonprofit corporation, to establish and operate the **TEACH Las Vegas** Charter School, an independent and autonomous public school authorized to operate in the State of Nevada.

### RECITALS

WHEREAS, the primary consideration of the Legislature in enacting legislation to authorize charter schools is to serve the best interests of all pupils, including pupils who may be at risk; and

WHEREAS, the intention of the Legislature is to provide:

1. A method to experiment with providing a variety of independent public schools to the pupils of this state;
2. A framework for such experimentation;
3. A mechanism by which the results achieved by charter schools may be measured and analyzed; and
4. A procedure by which the positive results achieved by charter schools may be replicated and the negative results may be identified and eliminated; and

WHEREAS, it is further the intention of the Legislature to provide teachers and other educational personnel, parents, legal guardians and other persons who are interested in the system of public education in this state the opportunity to:

1. Improve the learning of pupils and, by extension, improve the system of public education;
2. Increase the opportunities for learning and access to quality education by pupils;
3. Encourage the use of different and innovative teaching methods;
4. Establish appropriate measures for and assessments of the learning achieved by pupils who are enrolled in charter schools;
5. Provide a more thorough and efficient system of accountability of the results achieved in public education in this state; and
6. Create new professional opportunities for teachers and other educational personnel, including, without limitation, the opportunity to increase the accessibility and responsibility of teachers and other educational personnel for the program of learning offered;"



WHEREAS, the Authority is authorized by the Legislature to sponsor charter schools pursuant to NRS 388A.150;

WHEREAS, on February 26, 2021 the Authority conditionally approved the application for a Charter Contract pursuant to NRS 388A.255;

WHEREAS, on July 30, 2021 the Authority approved the Good Cause Exemption request and request to amend the Charter School's Charter Contract pursuant to NRS 388A.279, to reduce the enrollment cap for the 2021 – 22 school year to 150 students across grades K – 7, and to postpone student transportation services until the 2022 – 23 school year; and

WHEREAS, the Parties intend that this Amended Charter Contract serve as a performance contract that governs the operation of the Charter School;

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

## Part I: Operation of the School

### 1.1 Establishment

- 1.1.1 As authorized by the Nevada Revised Statute (NRS) 388A.150, the Authority hereby authorizes the operation of the Charter School with the aforementioned conditions, and in accordance with the terms and conditions set forth in this Amended Charter Contract.
- 1.1.2 This Amended Charter Contract is entered into between the Charter School's governing body (the "Charter Board") and the Authority.

### 1.2 Parties

- 1.2.1 The person authorized to sign this Amended Charter Contract on behalf of the Charter School is the President or Chair of the Charter Board ("Charter School Representative").
- 1.2.2 The person authorized to sign on behalf of the Authority is the Chair of the Authority or, in the absence of the Chair, the Vice Chair.
- 1.2.3 The Charter School Representative affirms as a condition of this Amended Charter Contract, that he/she is the above-described representative of the Charter School and has authority to sign this Amended Charter Contract on behalf of the Charter School.

### 1.3 Term of Amended Charter Contract

- 1.3.1 The Term of this Amended Charter Contract shall be 6 years.
- 1.3.2 This Amended Charter Contract is effective upon execution, and the term of the original Charter Contract began July 1, 2021, and this Amended Charter Contract will terminate on June 30, 2027, unless earlier terminated as provided herein.

### 1.4 General

- 1.4.1 The Charter School shall not operate for profit and may be incorporated as a nonprofit corporation pursuant to the provision of chapter 82 of NRS.
- 1.4.2 The Charter School certifies that all contracts obligating the Charter School have been and will be undertaken by the Charter School in accordance with statute and regulation.
- 1.4.3 The Charter School and its Charter Board shall operate at all times in accordance with all federal and state laws, local ordinances, regulations and Authority policies applicable to charter schools.
- 1.4.4 The Charter School shall be deemed a public school subject to all applicable provisions of local, state and federal law and regulation, specifically including but not limited to health and safety, civil rights, student assessment and assessment administration, data collection, reporting, grading, and remediation

requirements, except to the extent such provisions are inapplicable to charter schools.

- 1.4.5 Pursuant to NRS 388A.159, the Local Education Agency of the Charter School is the Authority.

## **1.5 Charter School Governing Body**

- 1.5.1 The Charter School shall be governed by the Charter Board, and deemed a public body, in a manner that is consistent with the terms of this Amended Charter Contract so long as such provisions are in accordance with applicable state, federal, and local law and regulation. (NRS 388A.320)
- 1.5.2 The Charter Board shall have final authority and responsibility for the academic, financial, and organizational performance of the Charter School, and the fulfillment of the Amended Charter Contract.
- 1.5.3 The Charter Board shall be the final authority in matters affecting the Charter School, including but not limited to staffing, job titles, employee salary and benefits, financial accountability and curriculum.
- 1.5.4 The Charter Board shall act in accordance with and is subject to the Nevada Open Meeting Law, Public Records Act, and Nevada Local Government Purchasing laws (NRS 332.039-.148)
- 1.5.5 The Charter Board shall have authority for and be responsible for policy and operational decisions of the Charter School. The Charter Board shall govern the Charter School pursuant to the following terms and conditions:
- 1.5.5.1 Articles of Incorporation and Bylaws. The articles of incorporation, if applicable, and bylaws of the Charter Board shall provide for governance of the operation of the Charter School as a public charter school and shall at all times be consistent with all applicable law, regulation and this Amended Charter Contract. The articles of incorporation, if applicable, are set forth in Exhibit #2 (initially or as amended, the “Articles of Incorporation”) and incorporated herein by reference. The Charter School shall notify the sponsor of changes to the bylaws or Articles of Incorporation.
- 1.5.5.2 Composition. The composition of the Charter Board shall at all times be determined by and consistent with the articles of incorporation, if applicable, and bylaws and all applicable law and regulation. The complete roster of the Charter Board and each member’s affidavit, resume, and Request for Information shall be maintained in the Authority’s established document library (Epicenter). The Charter Board shall notify the Authority of any changes to the Board Roster and submit an amended Board Roster to the documents library within ten (10) business days of their taking effect.
- 1.5.5.3 Affiliation. Notwithstanding any provision to the contrary in this Amended

Charter Contract, the Articles of Incorporation, if applicable, or the bylaws, in no event shall the Charter Board, at any time, include more than two directors, officers, employees, agents or other affiliates of any single entity, with the exception of the Charter School itself, regardless of whether said entity is affiliated or otherwise partnered with the Charter School. (NAC 388A.525)

- 1.5.5.4 Conflicts of Interest. The Charter Board shall adopt a Conflicts of Interest Policy (the “Conflicts of Interest Policy”), including provisions related to nepotism and consistent with this section and applicable law by January 1 of the Charter School’s first year of operation . The Charter Board shall, at all times, comply with the provisions of the Conflicts of Interest Policy. The adopted and approved Conflicts of Interest Policy shall be maintained in the Authority’s established document library (Epicenter). Any modification of the Conflicts of Interest Policy must be submitted to the Authority within five (5) days of approval by the Charter Board.
- 1.5.5.5 Non-Commingling. Assets, funds, liabilities and financial records of the Charter School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization unless approved in writing by the Authority.

**1.6 Location(s)**

- 1.6.1 The Charter School shall provide educational services, including, without limitation, delivery of instruction or conduct operations at the following location(s):

4660 N. Rancho Drive, Las Vegas, NV 89130

**1.7 Facilities**

- 1.7.1 The building(s) in which the Charter School is to be located shall be known as the Charter School Facilities (the “Facilities”).
- 1.7.2 The Authority or its designee may, at the Authority’s discretion, conduct health and safety inspections of the Facilities.
- 1.7.3 The Facilities shall meet all applicable health, safety and fire code requirements and shall conform with applicable provisions of the Americans with Disabilities Act and any other federal or state requirements applicable to public charter schools.
- 1.7.4 The Charter School’s relocation to different Facilities shall constitute a material amendment of this Amended Charter Contract and shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Authority.

- 1.7.5 In the event that legally viable Facilities and/or necessary certificates and permits are not in place, the Charter School may not provide instruction at the Facilities or otherwise admit pupils into the Facilities. In such event, the Authority reserves the right to enforce any of the consequences for failure to act in accordance with the material terms and conditions of this Amended Charter Contract.

## **1.8 Charter School Independence**

- 1.8.1 Neither the Authority nor the board of trustees of the local school district in which the Charter School is located may assign any pupil who is enrolled in a public school or any employee who is employed in a public school to the Charter School. Neither the Authority nor the local school district in which the Charter School is located may interfere with the operation and management of the Charter School except as authorized by NRS 388A.010-.695, inclusive, and any other statute or regulation applicable to the Charter School or its officers or employees.
- 1.8.2 The Charter School will be subject to review of its operations and finances by the Authority, including related records, when the Authority, in its sole discretion, deems such review necessary.

## **1.9 Pre-Opening Conditions**

- 1.9.1 The Charter School's pre-opening conditions (initially or as amended, the "Pre-Opening Conditions") shall be as presented in Exhibit #3 and incorporated by reference herein. Any change to the Pre-Opening Conditions shall be a material amendment to this Amended Charter Contract and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Authority.
- 1.9.2 Failure to timely fulfill any material term of the Pre-Opening Conditions shall be considered a breach of material compliance with the Amended Charter Contract pursuant to NRS 388A.330 and shall be grounds for Authority intervention. Notwithstanding the immediately foregoing, the Authority may modify the restrictions contained therein or may grant the Charter School an additional planning year upon good cause shown.

## **Part 2: School Operations**

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

- 2.1.1 The Charter School shall maintain and implement policies and procedures to ensure that it complies with all applicable laws and regulations relating to public meetings and records.

### **2.2 Mission Statement**

- 2.2.1 The Charter School's mission statement (initially or as amended, the "Mission

Statement”) shall be as presented in the approved Charter Application. Any change to the Mission Statement shall be a material amendment to this Amended Charter Contract and shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Authority.

**2.3 Age; Grade Range; Number of Students**

2.3.1 The Charter School shall provide instruction to pupils in such grades and numbers in each year of operation under this Amended Charter Contract as outlined below:

School Year	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27
Grade Levels	K-7	K-8	K-9	K-10	K-11	K-12
Total Enrollment	150	425	550	675	800	975

The charter school may adjust the number of students served by up to and including 10% of the maximum enrollment established in this section.

2.3.2 The Charter School may modify the number of students in any particular grade, and number of students within a class, to accommodate staffing exigencies and attrition patterns provided such modifications are consistent with this Amended Charter Contract.

2.3.3 Elimination of a grade level that the Charter School was scheduled to serve; expansion to serve grade levels not identified in 2.3.1; or an increase or decrease in total enrollment by more than 10% from the enrollment established in 2.3.1 shall be a material amendment of this Amended Charter Contract and shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Authority. Authorization to expand may require the Charter School to demonstrate satisfactory academic and financial performance, and organizational compliance. It is the responsibility of the Charter School to request the material amendment required by this section 2.3.3 in a timely manner so as to manage the school’s enrollment to comply with 2.3.3.

**2.4 Non-discrimination**

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

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

- 2.5.1 The Charter School shall make student recruitment, admissions, enrollment and retention decisions in a nondiscriminatory manner and without regard to race, color, creed, national origin, sex, marital status, religion, ancestry, disability, need for special education services or status as credit-deficient. In no event may the Charter School limit admission based on race, ethnicity, national origin, gender, disability, income level, athletic ability, status as credit-deficient or proficiency in the English language, except as authorized by NRS 388A.453(9).
- 2.5.2 The Charter School shall adopt and adhere to a Truancy and Absence Policy pursuant to NAC 388A.160(5).
- 2.5.3 If there are more applications to enroll in the charter school than there are spaces available, the charter school shall select students to attend using a random selection process that shall be publicly noticed and open to the public.
- 2.5.4 Pursuant to NRS 388A.456, Charter School may give enrollment preference based upon criteria established in law and regulation. Should state laws or regulations be amended to alter the nature or application of enrollment preferences, Charter School shall comply therewith upon the effective date of the changes. Before the Charter School enrolls pupils who are eligible for enrollment, the Charter School may enroll a child who:
- 2.5.4.1 Is a sibling of a pupil currently enrolled;
  - 2.5.4.2 Was enrolled in a tuition-free prekindergarten program at the Charter School or affiliated program with the Charter School;
  - 2.5.4.3 Is a child of a person who is:
    - 2.5.4.3.1 Employed by the Charter School;
    - 2.5.4.3.2 A member of the Committee to Form the Charter School; or
    - 2.5.4.3.3 A member of the Charter Board;
  - 2.5.4.4 Is in a particular category of at-risk and the child meets the eligibility requirements prescribed by the Charter School for that particular category; or
  - 2.5.4.5 Resides within the school district and within two (2) miles of the Charter School if the Charter School is located in an area that the Authority determines includes a high percentage of children who are at-risk.
- 2.5.5 Pursuant to Section 12 of Regulation R131-16, Charter School may develop and use a weighted lottery for admission that gives preference to one or more categories of pupils if the weighting is
- 2.5.5.1 Necessary to comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq.; Title IX of the Education Amendments of 1972,



20 U.S.C. §§ 1681 et seq.; section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Equal Protection Clause of the United States Constitution or any applicable federal or state law or to address the specific deficiency and category of pupils outlined in a court order issued to the charter school or its sponsor; or

2.5.5.2 In favor of one of the following subgroups of educationally disadvantaged pupils:

2.5.5.2.1 Pupils who are economically disadvantaged;

2.5.5.2.2 Pupils with disabilities;

2.5.5.2.3 Migrant pupils;

2.5.5.2.4 Pupils with limited English proficiency;

2.5.5.2.5 Pupils who are neglected or delinquent;

2.5.5.2.6 Pupils who are homeless; and

2.5.5.2.7 Pupils whose most recent enrollment was in a public school which received an annual rating established as one of the two lowest ratings possible indicating underperformance at the elementary, middle or high school level pursuant to the statewide system of accountability for public schools.

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

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

2.6.2 Nothing in this section shall be interpreted to prohibit the Charter School from imposing fees that a school district would be permitted to impose.

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

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

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

## **2.8 Student Conduct and Discipline**

2.8.1 The Charter School shall adopt and adhere to a student discipline policy (the "Discipline Policy") pursuant to NRS 388A.495 and regulation. The Charter School may not remove, withdraw, suspend or expel a pupil against a parent's



wishes for reasons other than the reasons for suspension or expulsion stated in NRS 392.4655 – 392.4675 or other applicable statute or regulation. Nothing in this provision precludes the Charter School from withdrawing a pupil from the Charter School consistent with applicable law and regulation.

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

- 2.9.1 Nothing in this Charter shall be interpreted to prevent the Charter School from entering into a contract or other agreement related to the operation of the school. The Charter School shall include in any agreement or contract entered into that the provisions of any such agreement are enforceable only to the extent they are compliant with applicable law and regulation. The Charter Board is responsible for ensuring that all contracts or other agreements are compliant with existing law and regulation.
- 2.9.2 The Charter School shall clearly indicate to vendors and other entities and individuals with which or with whom the Charter School enters into an agreement or contract for goods or services that the obligations of the Charter School under such agreement or contract are solely the responsibility of the Charter School and are not the responsibility of the State of Nevada, the Authority, or the Department of Education.

## **2.10 Contracts with an Educational Management Organization (EMO) or Charter Management Organization (CMO)**

- 2.10.1 The provisions appearing under 2.10 apply to contracts with an EMO or a CMO.
- 2.10.2 Should the Charter School intend to enter into an agreement with an EMO as defined by NRS 388A.393, the following provisions shall apply:
- 2.10.2.1 The Charter School shall comply with all Authority requests for information about the EMO that are reasonably related to the Authority's duty to ensure that the Charter School is in compliance with all provisions of this Amended Charter Contract and NRS 388A.393; and NAC 388A.570, 388A.580, 388A.585, 388A.160, and 388A.175 or other applicable statute and regulation.
- 2.10.3 Should the charter school intend to enter into an agreement with an EMO or CMO, the following provisions shall apply:
- 2.10.3.1 In no event shall the Charter Board delegate or assign its responsibility for fulfilling the terms of this Amended Charter Contract.
- 2.10.3.2 Any management contract entered into by Charter School shall include an indemnification provision for the Charter School as follows: "The management company shall indemnify, save and hold harmless against any and all claims, demands, suits, actions, proceedings, losses, costs, judgments, damages, or other forms of liability to third parties, of every kind and description, actual or claimed, including but not limited to

attorneys' fees and/or litigation expenses, including but not limited to injury to property or persons (including but not limited to civil rights violations), occurring or allegedly occurring, in connection with the operation of the management company, or from conduct committed or alleged to have been committed by the management company on the premises of the Charter School, or from conduct committed by the management company's employees, officers, directors, subcontractors, or agents, during the term of this Amended Charter Contract or any renewal thereof. Additionally, the management company shall defend the Authority in any such action or proceedings brought thereon. This provision shall survive the termination of this contract."

- 2.10.3.3 Should the Charter School propose to enter into a contract with an EMO or CMO, the Charter School agrees to submit all information requested by Authority regarding the management arrangement, including a copy of the proposed contract and a description of the EMO or CMO, with identification of its principals and their backgrounds. Entering into a contract with an EMO or CMO when an EMO or CMO was not previously engaged, terminating a contract with an existing EMO or CMO, or replacing an existing EMO or CMO with another EMO or CMO is considered a material amendment of the Amended Charter Contract and the Charter School shall not enter into or terminate such contracts without written Authority approval.
- 2.10.3.4 Renewal or renegotiation of an existing contract with an EMO or CMO requires the Charter School to notify the sponsor, only, and is not considered a material amendment.

## **2.11 Employment Matters**

- 2.11.1 All employees of the Charter School shall be deemed public employees.
- 2.11.2 The Charter School agrees to comply with the provisions of NRS 388A.530-544 regarding employment status and NRS 388A.518-524 regarding teacher licensure.
- 2.11.3 Neither the Charter School, nor its employees, agents, nor contractors are employees or agents of the Authority; nor are either the Authority or its employees, agents, or contractors employees or agents of the Charter School. None of the provisions of this Amended Charter Contract will be construed to create a relationship of agency, representation, joint venture, ownership, or control of employment between the Parties other than that of independent Parties contracting solely for the purpose of effectuating this Amended Charter Contract.
- 2.11.4 The Charter School shall have ultimate responsibility for employment,

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

- 2.11.5 The Charter School may not employ instructional personnel whose certificate or license to teach has been revoked or is currently suspended by the state board of education in this state or another state. (NRS 388A.524)
- 2.11.6 An employee of a charter school is eligible for all benefits for which the employee would be eligible for employment in a public school, including, without limitation, participation in the Public Employees Retirement System in a manner consistent with NRS 388A.518-524.
- 2.11.7 The Charter School shall conduct criminal background checks and act in accordance with NRS 388A.515.
- 2.11.8 The Charter School shall maintain employee files as identified in the Operations Manual, which are subject to audit by the Authority or other appropriate entity.
- 2.11.9 If the Charter School receives Title I funding, it must ensure that 100% of teachers in core academic subjects are Highly Qualified (as defined in the Elementary and Secondary Education Act) or are working pursuant to a plan to achieve Highly Qualified status.

**2.12 Student Health, Welfare and Safety**

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

**2.13 Transportation**

- 2.13.1 If applicable, the Charter School shall be responsible for providing students transportation consistent with the plan proposed in the approved Charter Application on file with the SPCSA and incorporated herein.
- 2.13.2 The termination, addition, or change of transportation shall constitute a material amendment of this Amended Charter Contract and shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Authority.

**Part 3: Educational Program**

**3.1 Design Elements**

- 3.1.1 The Charter School shall have control over and responsibility for delivery of the educational program and for attainment of the performance standards as

set forth in the charter school performance framework (the “Charter School Performance Framework”), attached hereto as Exhibit #1 and incorporated herein. The Charter School shall have discretion to modify, amend, adapt, and otherwise change the educational program as it deems necessary to achieve the performance standards so long as such changes are consistent with the Charter Application and this Amended Charter Contract.

- 3.1.2 In determining whether or not the Charter School complies with the essential terms of the educational program, the Authority will use the Charter Application (initial or as amended) as the basis to assess fidelity.

### **3.2 Curriculum**

- 3.2.1 The Charter School’s educational program shall meet or exceed Nevada’s content standards.

### **3.3 Student Assessment**

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

### **3.4 Special Education**

- 3.4.1 The Authority is the “local education agency” (“LEA”) for purposes of compliance with the Individuals with Disabilities Education Act (“IDEA”).
- 3.4.2 The Charter School shall provide services and accommodations to students with disabilities as set forth in the Charter Application and in accordance with any relevant policies thereafter adopted, as well as with all applicable provisions of the Individuals with Disabilities Education Act (20 U.S.C. § 1401 et seq.) (the “IDEA”), the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) (the “ADA”), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) (“Section 504”), and all applicable regulations promulgated pursuant to such federal laws. This includes providing services to enrolled students with disabilities in accordance with the individualized education program (“IEP”) prescribed by a student’s IEP team. The Charter School shall comply with all applicable requirements of state law and regulation concerning the provision of services to students with disabilities.
- 3.4.3 An annual Memorandum of Understanding which defines the rights and responsibilities of the Charter School acting as a school of the LEA and the Authority acting as LEA will be annually updated and disseminated by the

Authority and signed by the Parties.

- 3.4.4 The Charter School shall maintain a special education reserve as a financial reserve or demonstrate, to the Authority's satisfaction, that the Charter School carries an insurance policy with sufficient coverage to ensure compliance with the indemnification and financial obligations of the Charter School. Such reserve or insurance product shall not in any way limit the Charter School's obligation in the event the special education reserve or insurance product is insufficient to fully pay costs incurred in connection with any claim or claims, and the Charter School shall remain fully responsible for any and all costs incurred in connection with such claim or claims. The Charter School shall keep any special education reserve separate from and not utilize it to satisfy any other requirements applicable to the Charter School. Any special education reserve shall be maintained in a separate bank account and shall be equal to \$25,000 plus the interest that has been earned in this account to date. The Charter School shall fully fund any reserve account by the end of its fifth year of operation and contribute to it in a manner that can reasonably be expected to reach this goal. If money is withdrawn from the reserve account, unless otherwise agreed to in writing by the Authority, the Charter School shall be required to replace all sums withdrawn by the end of the subsequent fiscal year.

### **3.5 English Language Learners**

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

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

### **4.1 Financial Management**

- 4.1.1 The Charter School shall control and be responsible for the financial management and performance of the Charter School including budgeting and expenditures. The Charter School shall operate on a fiscal year that begins July 1 and ends June 30.
- 4.1.2 At all times, the Charter School shall maintain appropriate governance and managerial procedures and financial controls, including without limitation: (1) commonly accepted accounting practices and the capacity to implement them; (2) a bank account maintained within this State; (3) adequate payroll

procedures; (4) an organizational chart; (5) procedures for the creation and review of monthly and quarterly financial reports, including identification of the individual who will be responsible for preparing such financial reports in the following fiscal year; (6) internal control procedures for cash receipts, cash disbursements and purchases; and (7) maintenance of asset registers and financial procedures for grants in accordance with applicable federal and state law.

- 4.1.3 The Charter School shall undergo an independent financial audit conducted in accordance with governmental accounting standards and GASB #34 performed by a certified public accountant each fiscal year. The results of the audit will be provided to the Authority in written form in accordance with the date established by law and regulation and identified in the Reporting Requirements Manual. The Charter School shall pay for the audit.
- 4.1.4 The Charter School shall prepare quarterly financial reports for the Authority in compliance with this Amended Charter Contract. Such reports shall be submitted to the Authority no later than fifteen (15) days following the end of each quarter, as defined in the Reporting Requirements Manual.
- 4.1.5 The Charter School agrees to maintain financial records in accordance with the governmental accounting method required by the Nevada Department of Education (the “Department”) and/or Authority and to make such records available upon request.
- 4.1.6 The Charter School shall use and follow the chart of accounts and any grant codes as defined by the Department in the Nevada Common Elements for Accounting and Reporting K-12 Educational Finances.
- 4.1.7 The Charter School shall assure that all financial records for the school are maintained, posted and reconciled at least monthly, and are open for public inspection during reasonable business hours.
- 4.1.8 The Charter School shall establish procedures for ensuring that funds are disbursed for approved expenditures consistent with the Charter School’s budget.
- 4.1.9 Pursuant to NAC 387.770, the Charter School shall maintain a complete and current inventory of all school property and shall perform a physical inventory annually. Any asset acquired by the Charter School is the property of the Charter School for the duration of the Amended Charter Contract and any subsequent renewals. The Charter School shall take reasonable precautions to safeguard assets acquired with public funds. The Charter School shall manage all assets consistent with the requirements of applicable law and regulation, including without limitation NAC 387.335, 387.342 and 387.360; and NRS 388A306.



- 4.1.10 If the Charter School’s records fail to establish clearly whether an asset was acquired with the use of public funds, the assets shall be deemed to be public assets.
- 4.1.11 Except as may be expressly provided in this Amended Charter Contract, as set forth in any subsequent written agreement between the Charter School and the Authority pursuant to NRS 388A.381, or as may be required by law, neither the Charter School nor the Authority shall be entitled to the use of or access to the services, supplies, or facilities of the other. Any service agreements between the Authority and the Charter School shall be subject to all terms and conditions of this Amended Charter Contract, except as may be otherwise agreed in writing. The purchase of any services not expressly required under this contract or set forth in any subsequent written agreement between the Charter School and the Authority or required by law, shall not be a condition of the approval or continuation of this contract.
- 4.1.12 The Charter School shall comply with other requirements as may be imposed through state law or regulation, from time to time, on charter school finances, budgeting, accounting, and expenditures, provided that the Authority shall provide technical assistance regarding material changes to state law and regulation, and the Parties will collaborate to assure that they each remain reasonably current on the impact of any modifications on charter schools. The Parties agree that the Charter School retains primary responsibility for compliance with state law and regulation.
- 4.1.13 The Charter School is solely responsible for all debt it incurs, and the Authority shall not be contractually bound on the Charter School’s account to any third party. A statement to this effect shall be a provision of any and all contracts entered into by the Charter School.

**4.2 Budget**

- 4.2.1 In accordance with law and regulation and as identified in the Reporting Requirements Manual, the Charter School shall submit to the Department and the Authority the school’s tentative budget for the upcoming fiscal year and the Charter School shall submit to the Department and the Authority the school’s final budget for the upcoming fiscal year. The budget shall:
  - 4.2.1.1 Be presented on forms prescribed by the Nevada Department of Taxation; and
  - 4.2.1.2 Not provide for expenditures, inter-fund transfers, or reserves in excess of available revenues plus beginning fund balances.

**4.3 Charter School Funding**

- 4.3.1 Charter School shall receive, directly from the Department, state and local aid in an amount equal to its weighted count of enrollment multiplied by the per

pupil Distributive School Account amount for the county of residence of each student plus the per pupil Outside Revenue amount for that county. The count of pupils for calculating the basic support for distribution to a charter school is the “Average daily enrollment” as defined by NRS 387.1211.

- 4.3.2 The Charter School shall maintain and transmit all necessary student information in the format prescribed by the Department to evidence enrollment and attendance of students for purposes of receiving state aid. The Charter School will receive state payment from the Distributive School Account directly from the Department, based on “Average daily enrollment” as defined by NRS 387.1211.
- 4.3.3 The Charter School shall receive state aid payments quarterly unless the quarterly payments exceed \$500,000 at which time the Department will pay state aid in monthly installments directly to the Charter School.
- 4.3.4 All state aid payments to the Charter School are subject to correction pending the outcome of the Department’s annual Pupil Enrollment and Attendance Audit.

#### **4.4 Authority Funding**

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

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

#### **5.1 Insurance**

- 5.1.1 The Charter School shall provide and maintain, at its sole expense without reimbursement, adequate insurance, pursuant to NAC 388A.190, necessary for the operation of the school, including but not limited to, property insurance, general liability insurance, workers’ compensation insurance, unemployment compensation insurance, motor vehicle insurance, and errors and omissions insurance covering the Charter School and its employees. Should the State legislature or State Board of Education change the amount and/or type of insurance coverage required, the Charter School shall take necessary steps to ensure compliance with the law or regulation within thirty (30) days of receiving notice by the Authority of such change. The Authority shall be named as additional insured under all insurance policies identified under NAC 388A.190.

#### **5.2 Liability**



- 5.2.1 As required by NRS 388A.366, the Charter School agrees that the Authority is not liable for the acts or omissions of the Charter School, its officers, agents, or employees. The Charter School agrees to defend, indemnify, and hold the Authority, its agents and employees, harmless from all liability, claims and demands on account of contract, injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise out of or are in any manner connected with the Charter School's operations.
- 5.2.2 If the Charter School files a voluntary petition for bankruptcy or is declared bankrupt during a school year, neither the State of Nevada nor the Authority may be held liable for any claims resulting from the bankruptcy pursuant to NRS 388A.366.

## Part 6: Transparency and Accountability

### 6.1 Charter School Reporting

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

### 6.2 Additional Reporting

- 6.2.1 The Charter School shall be responsible for additional reporting as required for compliance with state law and regulation, federal requirements, and other applicable external reporting requirements.

### 6.3 Authority Reporting

- 6.3.1 The Authority shall produce and make available reports to the Charter School in a manner consistent with the Reporting Requirements Manual.

## Part 7: Oversight

### 7.1 Authority

- 7.1.1 Pursuant to NRS 388A.150, the Authority shall have broad oversight authority over the Charter School and may take all reasonable steps necessary to confirm that the Charter School is and remains in material compliance with this Amended Charter Contract, the Charter Application, and applicable law and regulation. The Authority's oversight of the Charter School shall include, but not be limited to, the following activities:

- 7.1.1.1 Oversight, intervention, termination, renewal, and closure processes and procedures for the Charter School;
- 7.1.1.2 Reviewing the performance and compliance of the Charter School within the terms of this Amended Charter Contract and applicable laws, policies and regulations;
- 7.1.1.3 Ensuring the Charter School's compliance with reporting requirements;
- 7.1.1.4 Monitoring the educational, legal, fiscal, and organizational condition of the Charter School; and
- 7.1.1.5 Providing guidance to the Charter School on compliance and other operational matters.

## **7.2 Inspection**

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

## **7.3 Site Visits and Evaluations**

- 7.3.1 The Authority may, at its discretion, conduct site visits to provide monitoring, support and technical assistance.
- 7.3.2 The Authority may, at its discretion, conduct formal, targeted school evaluations. Such evaluations may include any activities reasonably related to fulfillment of its oversight responsibilities including, but not limited to, inspection of the facilities; inspection of records maintained by the Charter School; and interviews of school and other stakeholders.
- 7.3.3 Pursuant to NRS 388A.223(1)(i), the Authority shall conduct a Site Evaluation of each campus of a charter school during the first, third and fifth years after entering into or renewing a contract.

## **7.4 Notification**

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

- 7.4.3 The Charter School shall immediately notify the Authority of the arrest or charge of any members of the Charter Board or any Charter School employee for a crime punishable as a felony, any crime related to the misappropriation of funds or theft, any crime or misdemeanor constituting an act against a minor child or student, or of the investigation of a member of the Charter Board or any Charter School employee for child abuse.
- 7.4.4 The Charter School shall notify the Authority immediately of any change to its corporate legal status.
- 7.4.5 The Charter School shall notify the Authority immediately of any default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more.
- 7.4.6 The Charter School shall notify the Authority immediately if at any time the Charter School receives notice or is informed that the Charter School or the Authority are parties to a legal suit.

## **7.5 Intervention**

- 7.5.1 Consistent with any oversight practices set out in the Charter School Performance Framework, the Authority shall follow a system of notification and calls for corrective action on the part of the Charter School.
- 7.5.2 Any complaints or concerns received by the Authority about the Charter School or its operation including but not limited to complaints filed with the Office for Civil Rights, the Nevada Attorney General's Office, and Equal Employment Opportunity Commission, shall be forwarded promptly by the Authority to the Charter School.
- 7.5.3 The Charter School shall promptly forward to the Authority any formal complaints or concerns received by the Charter School filed with or from the Office for Civil Rights, the Nevada Attorney General's Office, Equal Employment Opportunity Commission, and/or formal grievances filed by any party with the Charter Board. Such forwarding of complaints or concerns shall not relieve Charter School of the responsibility of resolving the complaints or concerns.
- 7.5.4 The Charter School shall indemnify the Authority for any costs, attorney fees, and/or financial penalties imposed on the Authority by state and/or federal authorities due to actions or omissions of the Charter School relative to regulatory compliance.
- 7.5.5 To the extent that concerns or complaints received by the Authority about the Charter School may trigger Authority intervention, including termination or non-renewal of this Amended Charter Contract, the Authority may monitor the Charter School's handling of such concerns or complaints. In such cases, the Authority may request, and the Charter School shall provide information

regarding the Charter School's actions in responding to those concerns or complaints.

## Part 8: Termination and Default Termination

### 8.1 Termination

- 8.1.1 As provided by law, this Amended Charter Contract may at any time be terminated by the Authority before its expiration upon determination and majority vote of the Authority that the Charter School, its officers or its employees:
- 8.1.1.1 Committed a material breach of the terms and conditions of the Amended Charter Contract;
  - 8.1.1.2 Failed to comply with generally accepted standards of fiscal management;
  - 8.1.1.3 Failed to comply with the provisions of NRS 388A.010 to 388A.695, inclusive, or any other statute or regulation applicable to charter schools; or
  - 8.1.1.4 Persistently underperformed, as measured by the performance indicators, measures and metrics set forth in the Charter School Performance Framework for the Charter School.
- 8.1.2 This Amended Charter Contract may be terminated by the Authority if the Charter School has filed for a voluntary petition of bankruptcy, is adjudicated bankrupt or insolvent, or is otherwise financially impaired such that the Charter School cannot continue to operate.
- 8.1.3 This Amended Charter Contract may be terminated by the Authority if the Authority determines that termination is necessary to protect the health and safety of the pupils who are enrolled in the Charter School or persons who are employed by the Charter School from jeopardy, or to prevent damage to or loss of property of the school district or the community in which the Charter School is located.
- 8.1.4 The Amended Charter Contract may be terminated by the Authority if the Authority determines that the committee to form the charter school or charter management organization, as applicable, or any member of the committee to form the charter school or charter management organization, as applicable, or the governing body of the charter school has at any time made a material misrepresentation or omission concerning any information disclosed to the Authority
- 8.1.5 This Amended Charter Contract may be terminated by the Authority if the Authority determines that the charter school operates a high school that has a graduation rate for the immediately preceding school year that is less than 60 percent;

- 8.1.6 This Amended Charter Contract may be terminated by the Authority if the Authority determines that the charter school operates an elementary or middle school or junior high school that is rated in the lowest 5 percent of elementary schools, middle schools or junior high schools in the State in pupil achievement and school performance, as determined by the Department pursuant to the statewide system of accountability for public schools; or
- 8.1.7 This Amended Charter Contract may be terminated by the Authority if the Authority determines that pupil achievement and school performance at the charter school is unsatisfactory as determined by the Department pursuant to criteria prescribed by regulation by the Department to measure the performance of any public school.
- 8.1.8 In any instance of termination, the Authority shall provide to the Charter School written notice of termination, which notice shall include its findings and reasons for such action and adhere to the process outlined in NRS 388A.330.

## **8.2 Default Termination**

- 8.2.1 The Authority shall terminate this Amended Charter Contract if the school receives in any period of 5 consecutive school years, three annual ratings established as the lowest rating possible indicating underperformance of a public school, as determined by the Department pursuant to the statewide system of accountability for public schools. The charter school's annual rating pursuant to the statewide system of accountability based upon the performance of the charter school for any school year before the 2015-2016 school year must not be included in the count of annual ratings for the purposes of this subsection.

## **8.3 Other Remedies**

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

## **Part 9: Closure**

### **9.1 Closure**

- 9.1.1 In the event that the Charter School is required to cease operation for any reason, including but not limited to non-renewal, termination, or voluntary surrender of the Amended Charter Contract, the Charter School shall cooperate fully with the Authority to ensure the orderly closure of the Charter School in a manner consistent with state law and regulation (NRS 388A.306), including, but not limited to:
- 9.1.1.1 Securing student records; assisting students with their enrollment in other schools; financial responsibilities and preserving financial records.

## Part 10: Dispute Resolution

### 10.1 Dispute Resolution

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

For purposes of this section, a “dispute” is a disagreement over a non-material matter concerning the operation of the charter school. In the event a dispute arises between the Charter School and the Authority or its staff, the charter school shall submit, in writing, a statement outlining its complaint and proposed resolution to the Director of the Authority or his/her designee for review. The Director will respond to the complaint and proposed resolution, in writing, within thirty (30) calendar days outlining whether or not he/she agrees with the complaint and whether he/she accepts the proposed resolution or offers an alternative resolution to the complaint. If the charter school is not satisfied with the response from the Director, it may request, in writing, a review by the President of the Authority. The President of the Authority will respond, in writing, within fifteen (15) calendar days stating whether or not he/she agrees with the complaint and if so, whether he/she agrees with the proposed resolution, or proposing an alternative resolution to the charter school. In the event these representatives are unable to resolve the dispute informally, pursuant to this procedure, the complaint and proposed resolution will be submitted to the Authority at the next available meeting for its consideration. The Authority will decide whether or not it agrees with the complaint or any proposed resolution. Any decision by the Authority is final.

## Part 11: School Performance Standards and Review

### 11.1 Performance Standards

11.1.1 The Charter School Performance Framework is composed of indicators, measures, metrics, targets, and ratings to measure the academic, financial, organizational and mission specific, if applicable, performance of the Charter School. Pursuant to NRS 388A.273, the performance framework is incorporated into this Amended Charter Contract as set forth in the Charter School Performance Framework attached hereto as Exhibit #1.

11.1.1.1 The Authority may, upon request for a material amendment from the Charter Board, include additional rigorous, valid and reliable performance indicators that are specific to the Mission of the Charter School and complementary to the existing measures.

11.1.1.2 The Charter School Performance Framework shall supersede and replace any and all assessment measures, educational goals and objectives, financial operations metrics, and organizational performance metrics set forth in the approved Charter Application and not explicitly

incorporated into the Charter School Performance Framework. The specific terms, form and requirements of the Charter School Performance Framework, including any required indicators, measures, metrics, and targets, are determined by the Authority and will be binding on the Charter School.

- 11.1.1.3 The Authority may make modifications and changes to the Charter School Performance Framework so long as Charter School and members of the public have the opportunity to provide comment through public meetings subject to NRS 241.
- 11.1.2 According to the Charter School Performance Framework, the Charter School shall annually:
  - 11.1.2.1 Meet or exceed standards on the academic indicators;
  - 11.1.2.2 Demonstrate financial sustainability through meeting standards on the financial indicators;
  - 11.1.2.3 Operate in compliance with the terms and conditions of this Amended Charter Contract; and
  - 11.1.2.4 If applicable, demonstrate sound performance on mission specific indicators.

## **11.2 Review**

- 11.2.1 The Authority shall monitor and periodically report on the Charter School's progress in relation to the indicators, measures, metrics and targets set out in the Charter School Performance Framework. Such reporting shall take place at least annually.
- 11.2.2 The Charter School's performance in relation to the indicators, measures, metrics and targets set forth in the Charter School Performance Framework shall provide the basis upon which the Authority will decide whether to renew this Amended Charter Contract at the end of the term.
- 11.2.3 The Parties intend that, where this Amended Charter Contract references or is contingent upon state or federal accountability laws, that they be bound by any applicable modification or amendments to such laws upon the effective date of said modifications or amendments. The specific terms, form and requirements of the Charter School Performance Framework may be modified or amended to the extent required to align with changes to applicable state or federal accountability requirements, as set forth in law. In the event that any such modifications or amendments are required, the Authority will use best efforts to apply expectations for school performance in a manner consistent with those set forth in the Charter School Performance Framework as initially established in the Amended Charter Contract.



- 11.2.4 While both parties acknowledge that importance of the Charter School Performance Framework, and the Authority's obligation to consider the Charter Schools performance under the Charter School Performance Framework in any decision that results in reconstitution, revocation, or termination of the Amended Charter Contract, the parties also acknowledge that the Authority may reconstitute the board, revoke the charter, or terminate the Amended Charter Contract prior to its expiration of a school with acceptable performance under the Charter School Performance Framework if allowed by NRS 388A.330.

## Part 12: Contract Construction

### 12.1 Entire Amended Charter Contract

- 12.1.1 The Parties intend this Amended Charter Contract, including all exhibits hereto, to represent a final and complete expression of their agreement, which shall be considered the Amended Charter Contract. All prior representations, understandings and discussions are merged herein, and no course of prior dealings between Parties shall supplement or explain any terms used in this document. The Parties recognize that amendments to this Amended Charter Contract may be approved from time to time hereafter.

### 12.2 Authority

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

### 12.3 Notice

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

In the case of State Public Charter School Authority:

Executive Director  
1749 N. Stewart St, Suite 40  
Carson City, NV 89706

In the case of Charter School:

**TEACH Las Vegas**  
10600 S. Western Ave  
Los Angeles, CA 90047

### 12.4 Waiver

- 12.4.1 The Parties agree that no assent, express or implied, to any breach by either of them of any one or more of the covenants and agreements expressed herein



shall be deemed or taken to constitute a waiver of any succeeding or other breach.

## **12.5 Non-Assignment**

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

## **12.6 Applicable Law**

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

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

## **12.7 Material Amendments**

12.7.1 Material amendments require Authority approval. Pursuant to NRS 388A.231-360 any material amendment to this Amended Charter Contract will be effective only if approved in writing by the Authority. The proposed amendment must be submitted in a manner consistent with applicable law and regulation and defined in the Operations Manual. A material amendment shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Authority. Changes in operation that are considered material and require the Charter School to obtain an amendment to this Amended Charter Contract include, but are not limited to, the following:

12.7.1.1 Change in the Charter School's Pre-Opening Conditions(see 1.9.1);

12.7.1.2 Change in the Charter School's location (change of site and/or adding or deleting sites) (see 1.7.4);

12.7.1.3 Changes to the Mission Statement (see 2.2.1);

12.7.1.4 Elimination of a grade level served or expansion to serve a grade level not served (see 2.3.3);

12.7.1.5 Increasing or decreasing the enrollment beyond the established enrollment cap by more than 10% pursuant to 2.3.3 of this Amended Charter Contract;

12.7.1.6 Changes to the name of the Charter School;

12.7.1.7 Entering into a contract with an Educational Management Organization or

terminating a contract with an Educational Management Organization pursuant to 2.10.2.4 of this Amended Charter Contract;

12.7.1.8 Entering into a contract with a Charter Management Organization or terminating a contract with a Charter Management Organization;

12.7.1.9 Changes to the Mission Specific indicators (see 11.1.1.1);

12.7.1.10 Changes to pupil transportation plans (see 2.13.2).

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

12.8.1 Changes to this Amended Charter Contract listed below do not require amendment as described in NRS 388A.231-360; rather, such changes shall be accomplished through written notification. Changes requiring notification include, but are not limited to:

12.8.1.1 Mailing address, phone and fax number of the Charter School;

12.8.1.2 Changes in the lead administrator of the Charter School;

12.8.1.3 Changes in the composition of the Charter Board (see 1.5.5.2);

12.8.1.4 Changes to the Bylaws and/or Articles of Incorporation (see 1.5.5.1); and

### **12.9 Other Changes – Determination as Material or Non-Material, Requiring Notification or Not.**

12.9.1 The Charter School may, from time to time, contemplate a change to the Charter School that is not identified within this Amended Charter Contract as a Material Amendment or as a Non-Material Change that requires notification. In such an event, the Charter School is obligated to request, in writing, the determination of the Authority as to whether or not such a change requires a Material Amendment (12.7) or Notification (12.8).

### **12.10 Severability**

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

### **12.11 Third Parties**

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

### **12.12 Counterparts; Signatures**

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

### **12.13 Material Breach**

12.13.1 A material breach is defined as a violation of this Amended Charter Contract which is substantial and significant as determined by the Authority.

## Signature Page

IN WITNESS WHEREOF, the Parties have executed this Amended Charter Contract:

\_\_\_\_\_  
President, Charter School Governing Body

Please print your name: \_\_\_\_\_

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

\_\_\_\_\_  
Chair, State Public Charter School Authority

Please print your name: \_\_\_\_\_

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

# EXHIBIT #1: Charter School Performance Framework



# **Nevada State Public Charter School Authority**

## **Academic Performance Framework Technical Guide 2020-2021 School Year**

November 2021

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## Note on the 2020-21 Academic Performance Framework

Due to COVID-19, the Nevada Department of Education (NDE) applied for and was [granted](#) a 2020-21 school year waiver from the U.S. Department of Education for certain accountability, school identification, and reporting requirements established by the Every Student Succeeds Act (ESSA). Accordingly, for the 2020-21 school year, Nevada statewide assessments were administered but the NDE did not calculate new Nevada School Performance Framework (NSPF) school ratings.

Because an NSPF rating is required to receive a Nevada State Public Charter School Authority (SPCSA) Academic Performance Framework (Framework) rating, the SPCSA is not issuing Framework ratings for the 2020-21 school year. Additionally, various Framework Indicators and Measures that utilize the NSPF (i.e., the NSPF and Geographical Comparisons Indicators) cannot be calculated or reported. However, because some relevant state assessments were administered in the 2019-20 (ACT) and 2020-21 (Smarter Balanced, ACT) school years, available assessment data are reported in the non-point-earning School Progress Indicator. The SPCSA is providing schools and the Authority with partial Framework reports based on the data that are available—specifically, enrollment data under the Enrollment Diversity Indicator and assessment data under the School Progress Indicator. Due to the lack of complete information, data within the 2020-21 Framework are for informational purposes only.



## Overview of the Nevada State Public Charter School Authority

Created in 2011, the Nevada State Public Charter School Authority (SPCSA) is a governmental agency of the State of Nevada and the statewide charter school sponsor. The SPCSA authorizes public charter schools across the state and is responsible for oversight and monitoring of those schools, ensuring positive academic outcomes for students and strong stewardship of public dollars.

## The SPCSA Academic Performance Framework

### Framework Purpose

Nevada Revised Statute (NRS) [388A.273](#) requires each charter school sponsor to adopt a performance framework that must be incorporated in a charter contract to include academic, finance, and organization components. Accordingly, the SPCSA has established Academic, Financial, and Organizational Frameworks. Per statute, the academic component of the framework must address charter school: (1) academic achievement and proficiency, including academic growth; (2) disparities in academic achievement and proficiency; and (3) graduation rates as well as college and career readiness (where relevant). The Academic Performance Framework (Framework) meets these requirements and provides charter school boards and leaders, as well as the public, with clear expectations, fact-based oversight, and timely feedback while ensuring charter autonomy.

### Framework History

The current version of the Framework was designed by SPCSA staff during 2019 and early 2020 with significant stakeholder input from SPCSA charter school leaders and the Nevada Department of Education (NDE) Accountability team. The first iteration of the Framework (for the 2018-19 school year) was informational only and released to school leaders in March 2020. For the 2019-20 school year, the Framework report design was updated; notably, due to COVID-19 and a lack of Nevada School Performance Framework (NSPF) school star ratings, schools did not receive an overall 2019-20 Framework rating. A similar lack of NSPF ratings in the 2020-21 school year again prohibited publication of overall 2020-21 Framework ratings.

### Framework Principles

The Framework is comprised of Measures categorized under Indicators. A school earns points based on their performance in the Measures, according to point attribution tables (PATs). Points earned for Measures are totaled under their respective Indicators, which are then summed to generate a final score worth a possible 100 points. This total Framework score corresponds to one of four academic performance levels: Exceeds Standard, Meets Standard, Does Not Meet Standard, or Below Standard. The table below outlines point ranges corresponding to these performance levels.

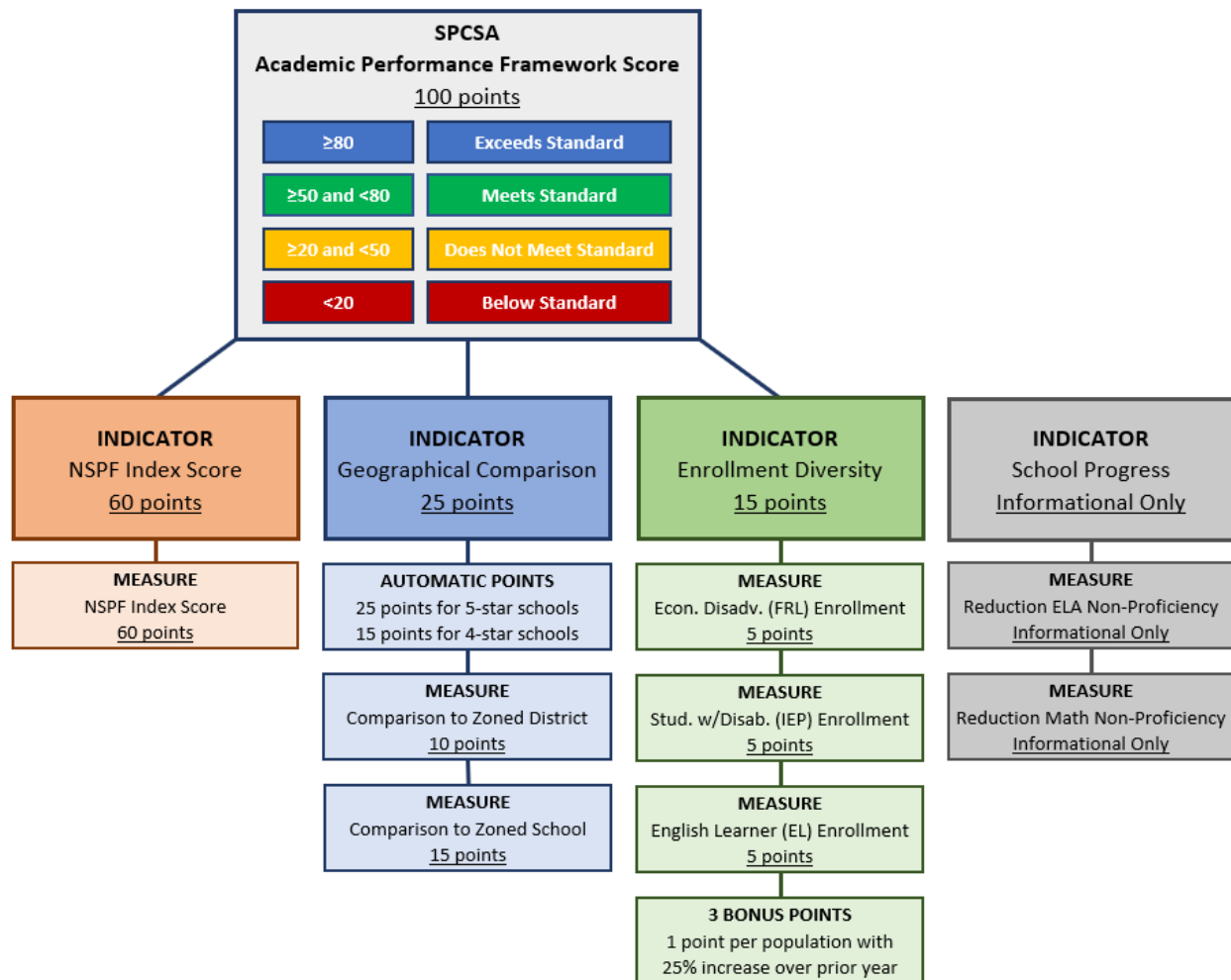
Score Range	Performance Level
≥80	Exceeds Standard
≥50 and <80	Meets Standard
≥20 and <50	Does Not Meet Standard
<20	Below Standard

Importantly, a school must receive a star rating in the most recent Nevada School Performance Framework (NSPF) to receive a performance level rating in the Framework. As noted above, the SPCSA cannot issue Framework ratings for 2020-21 due to the lack of 2020-21 NSPF ratings.

### Framework Overview

The Framework incorporates corresponding school year NSPF school ratings under the NSPF Index Score Indicator (60 points), as the NSPF includes key performance measures that address Framework requirements outlined in [NRS 388A.273](#), such as academic achievement and proficiency, academic growth, English Learner (EL) growth, opportunity gaps, and graduation rates. The Framework also contains the Geographical Comparisons Indicator (25 points), which includes Measures that compare charter school NSPF performance to that of the zoned school and district (also known as a local education agency or LEA), as well as the Enrollment Diversity Indicator (15 points), which includes measures that compare charter school enrollment rates of economically disadvantaged students (FRL), students with disabilities (IEP), and English Learners (ELs) to its zoned LEA. The School Progress Indicator, which reflects reductions in Math and ELA non-proficiency, is currently informational only (i.e. does not earn points).

The graphic below provides an overview of the Framework.



## Framework Calculations and Reporting

The SPCSA does not round data. NSPF index scores are truncated by the NDE to one decimal place, and one decimal place is maintained throughout NSPF-related measures in the Framework. Enrollment rates for the Enrollment Diversity Measures are calculated and truncated to the tenth, and the rate differences between the charter and zoned LEA maintain one decimal place for (1) the purposes of associating the difference with the point-earning category on the point attribution table (PAT) and (2) display on the Framework reports. Non-proficiency rates under the School Progress Indicator are also calculated and truncated to the tenth for the purposes of reporting. As one example, a calculation resulting in a number such as 9.99 is truncated to 9.9 for both (1) awarding points and (2) reporting; it is not rounded to 10.

## Framework Indicators and Measures

### *Nevada School Performance Framework (NSPF) Index Score Indicator: 60 points*

**Note:** This Indicator cannot be calculated for the 2020-21 Framework, due to the lack of 2020-21 NSPF star ratings and index scores.

The NSPF Index Score Indicator contains one Measure of the same name. The number of points a school earns in this measure is 60% of their NSPF adjusted index score from the most recent NSPF ratings. For example, if a school's NSPF score was 90, the school would earn  $90 * 0.6 = 54$  points in this Measure. NSPF Indicator scores are calculated and truncated to one decimal place. Schools not rated in the most recent NSPF do not currently receive a Framework rating.

Below are measures included in the NSPF, by level. Points displayed are on the NSPF scale of 100 possible points and do not directly correspond to the SPCSA Academic Performance Framework. For more information on the NSPF, see the most recent NDE [NSPF Procedures Manual](#) or [NSPF Technical Manual](#).

### Elementary School NSPF Measures

INDICATOR/MEASURES	POINTS
<b>Academic Achievement Indicator</b>	<b>25</b>
Pooled Proficiency Measure	20
Read-by-Grade-3 Measure	5
<b>Growth Indicator</b>	<b>35</b>
Math Median Growth Percentile (MGP) Measure	10
ELA MGP Measure	10
Math Adequate Growth Percentile (AGP) Measure	7.5
ELA AGP Measure	7.5
<b>English Language Proficiency Indicator</b>	<b>10</b>
WIDA AGP Measure	10
<b>Closing Opportunity Gaps Indicator</b>	<b>20</b>
Math Closing Opportunity Gaps Measure	10
ELA Closing Opportunity Gaps Measure	10
<b>Student Engagement Indicator</b>	<b>10</b>
Chronic Absenteeism Measure	10

Middle School NSPF Measures

INDICATOR/MEASURES	POINTS
<b>Academic Achievement Indicator</b>	<b>25</b>
Pooled Proficiency Measure	25
<b>Growth Indicator</b>	<b>30</b>
Math Median Growth Percentile (MGP) Measure	10
ELA MGP Measure	10
Math Adequate Growth Percentile (AGP) Measure	5
ELA AGP Measure	5
<b>English Language Proficiency Indicator</b>	<b>10</b>
WIDA AGP Measure	10
<b>Closing Opportunity Gaps Indicator</b>	<b>20</b>
Math Closing Opportunity Gaps Measure	10
ELA Closing Opportunity Gaps Measure	10
<b>Student Engagement Indicator</b>	<b>15</b>
Chronic Absenteeism Measure	10
Academic Learning Plans Measure	2
8 <sup>th</sup> Grade Credit Requirements (NAC 389) Measure	3

High School NSPF Measures

INDICATOR/MEASURES	POINTS
<b>Academic Achievement Indicator</b>	<b>25</b>
Math Proficiency Measure	10
ELA Proficiency Measure	10
Science Proficiency Measure	5
<b>Graduation Rates Indicator</b>	<b>30</b>
4-year Adjusted Cohort Grad. Rate Measure	25
5-year Adjusted Cohort Grad. Rate Measure	5
<b>English Language Proficiency Indicator</b>	<b>10</b>
WIDA Adequate Growth Percentile (AGP) Measure	10
<b>College and Career Readiness Indicator</b>	<b>25</b>
Post-Secondary Preparation Participation Measure	10
Post-Secondary Preparation Completion Measure	10
Advanced/College Career Ready Diploma Measure	5
<b>Student Engagement Indicator</b>	<b>10</b>
Chronic Absenteeism Measure	5
9 <sup>th</sup> Grade Credit Sufficiency Measure	5

Geographical Comparisons Indicator: 25 points

**Note:** This Indicator cannot be calculated for the 2020-21 Framework, due to the lack of 2020-21 NSPF star ratings and index scores.

The Geographical Comparisons Indicator contains two Measures that compare a charter school's NSPF performance to the NSPF performance of its zoned district and zoned school(s). A charter school that receives a 5-star rating in the most recent NSPF automatically earns 25 points in the Geographical Comparisons Indicator. In these cases, comparison results are calculated but not earned on top of the automatic points. A school that receives a 4-star rating in the most recent NSPF automatically earns 15 points. In these cases, the school receives the higher of the automatic points or comparison points.

Comparison to Zoned District Measure: 10 points

**Note:** This Measure cannot be calculated for the 2020-21 Framework, due to the lack of 2020-21 NSPF star ratings and index scores.

This Measure compares a charter school's NSPF adjusted index score to that of its zoned district. For example, if a school is located in Las Vegas and serves students from Las Vegas, its zoned district is the Clark County School District.

The steps to calculate points for this Measure are as follows:

1. Find the zoned district/LEA for the charter school using the charter school's physical address.
  - a. Exception: Certain schools (such as virtual schools) serve students from across the state. In this case, the zoned LEA is the state.
2. Find the difference between the charter school NSPF adjusted index score and the zoned LEA average NSPF adjusted index score for the relevant level (elementary, middle, or high school).
  - a. Only rated schools are used in the calculation of the LEA's average (elementary/middle/high) NSPF index score by level. LEA averages are calculated and truncated to one decimal place.
  - b. Difference = charter school NSPF score – zoned LEA (elementary/middle/high) NSPF score.
3. Award points associated with the difference in the point attribution table (PAT) below.

Geographical Comparison Indicator Comparison to Zoned District Measure (10 points possible) Point Attribution Table			
Difference in Index Score	Points	Difference in Index Score	Points
≥25.0	10	<8.3 and ≥4.9	4
<25.0 and ≥21.6	9	<4.9 and ≥1.6	3
<21.6 and ≥18.3	8	<1.6 and ≥-1.6	2
<18.3 and ≥14.9	7	<-1.6 and ≥-5.0	1
<14.9 and ≥11.6	6	<-5.0	0
<11.6 and ≥8.3	5		

Comparison to Zoned School Measure: 15 points

**Note:** This Measure cannot be calculated for the 2020-21 Framework, due to the lack of 2020-21 NSPF star ratings and index scores.

This Measure compares a charter school's NSPF adjusted index score to that of its zoned district school. The zoned district school is the school zoned for the physical address of the charter school for the relevant school year.

The steps to calculate points for this Measure are as follows:

1. For the relevant school year, find the zoned district school for the charter school using the charter school's physical address and district zone search tools/maps and/or mapping websites.
  - a. Exception: Certain schools (such as virtual schools) serve students from across the state. In this case, the zoned school is the state.
  - b. Some schools have more than one zoned school. In these cases, the zoned school NSPF adjusted index scores are averaged, if available, for step #2. Averages are calculated and truncated to one decimal place.

2. Find the difference between the charter school NSPF adjusted index score and the zoned school NSPF adjusted index score.
  - a. If the zoned school does not have an NSPF rating, a difference is not calculated.
  - b. Difference = charter school NSPF score – zoned school NSPF score.
3. Award points associated with the difference in the PAT below.

Geographical Comparison Indicator Comparison to Zoned School Measure (15 points possible) Point Attribution Table			
Difference in Index Score	Points	Difference in Index Score	Points
≥25.0	15	<9.9 and ≥7.8	7
<25.0 and ≥22.8	14	<7.8 and ≥5.7	6
<22.8 and ≥20.6	13	<5.7 and ≥3.5	5
<20.6 and ≥18.5	12	<3.5 and ≥1.4	4
<18.5 and ≥16.4	11	<1.4 and ≥-0.7	3
<16.4 and ≥14.2	10	<-0.7 and ≥-2.8	2
<14.2 and ≥12.1	9	<-2.8 and ≥-5.0	1
<12.1 and ≥9.9	8	<-5.0	0

***Enrollment Diversity Indicator: 15 points (3 bonus points available)***

The Enrollment Diversity Indicator contains three measures, worth five points each, that compare a charter school to its zoned district regarding Economically Disadvantaged Student (FRL), Students with Disabilities (IEP), and English Learner (EL) enrollment rates. Charter schools are compared to district rates for their school level—elementary (grades K-5), middle (grades 6-8), or high (grades 9-12). As an example, the FRL rate for an elementary charter school (K-5) located in Clark County is compared to the FRL rate for the Clark County School District’s K-5 population. Points in these Measures are earned based on the difference between charter school and district rates.

The source of charter school and state/district enrollment rates is the NDE October 1 validation day file for the relevant school year. Charter school enrollment rates are calculated by assigning students to NSPF school codes in the validation day file. Only grades K-12 are included in enrollment rates, as these grades are the only ones that can be assigned to NSPF school codes. Rates are calculated and truncated to one decimal place. The state and district enrollment rates, by level (elementary, middle, and high), are provided by the NDE; if these data indicate a population rate less than 5%, enrollment data from the [Nevada Report Card](#) are used to calculate the difference if possible. N-size is not a factor in these Measures, but for privacy reasons, rates and differences are displayed as ranges on school reports.

***Economically Disadvantaged (FRL) Enrollment Rate Measure: 5 points***

The difference between a charter school’s FRL enrollment rate and the zoned district’s corresponding (elementary, middle, high) FRL enrollment rate is calculated. Schools that serve the state are compared to relevant state rates. Points are earned per the relevant PAT below, based on the difference calculated.

***Students with Disabilities (IEP) Enrollment Rate Measure: 5 points***

The difference between a charter school’s IEP enrollment rate and the zoned district’s corresponding (elementary, middle, high) IEP enrollment rate is calculated. Schools that serve the state are compared to relevant state rates. Points are earned per the relevant PAT below, based on the difference calculated.

English Learner (EL) Enrollment Rate Measure: 5 points

The difference between a charter school's EL enrollment rate and the zoned district's corresponding (elementary, middle, high) EL enrollment rate is calculated. Schools that serve the state are compared to relevant state rates. Points are earned per the relevant PAT below, based on the difference calculated.

Bonus for 25% Improvement in Enrollment Rates: 3 Points Possible, Up to Indicator Maximum

A school earns one bonus point, up to three bonus points total, for each population with a 25% or more increase in enrollment rate over the prior year's rate. For example, if a school's EL enrollment was 12% last year, they need an EL enrollment this year of  $12 + (12 * 0.25) = 15\%$  to receive one bonus point for EL. If a school has 0% enrollment for a population in the prior year, enrollment must reach 5% to receive the bonus for that population. Bonus points are added to the Indicator total, up to the maximum Indicator total (15); for example, if a school receives maximum Indicator points and also meets one or more bonus point criteria, that school will only receive the maximum Indicator points possible (15).

Enrollment Diversity Indicator FRL, IEP, and EL Enrollment Rate Measures (5 points possible each) Point Attribution Tables					
FRL Enrollment Measure		IEP Enrollment Measure		EL Enrollment Measure	
FRL Enrollment Rate Difference Charter vs. District	Points	IEP Enrollment Rate Difference Charter vs. District	Points	EL Enrollment Rate Difference Charter vs. District	Points
≥0	5	≥0	5	≥0	5
<0 and ≥-10	4	<0 and ≥-2.5	4	<0 and ≥-5	4
<-10 and ≥-23	3	<-2.5 and ≥-5	3	<-5 and ≥-10	3
<-23 and ≥-37	2	<-5 and ≥-7.5	2	<-10 and ≥-15	2
<-37 and ≥-50	1	<-7.5 and ≥-10	1	<-15 and ≥-20	1
<-50	0	<-10	0	<-20	0

School Progress Indicator: Informational Only

**Note:** This Indicator is partially calculated for elementary and middle schools and fully calculated for high schools in the 2020-21 Framework, using available 2019-20 and 2020-21 assessment data.

The School Progress Indicator has two Measures: Reduction in Math Non-Proficiency and Reduction in ELA Non-Proficiency. These Measures are currently informational only and therefore points are not attached to performance. Current and prior year state assessment data are utilized to determine the year over year percent change in non-proficiency.

The steps to calculate performance for this Measure are as follows:

- Using proficiency rates from the two most recent NSPF ratings, calculate the percent non-proficiency by subtracting the proficiency rate from 100.
  - Example: if proficiency is 40%, non-proficiency rate is  $100 - 40 = 60\%$ .
- Calculate the percent change in non-proficiency between the two years.
  - Example: if non-proficiency rate is 60% the prior year and 55% the current year, percent change is  $(\text{prior} - \text{current}) / \text{prior}$ ; in this case,  $(60 - 55) / 60 = 8.3\%$  change in the positive direction (a reduction).

**STATE OF NEVADA**

**STEVE SISOLAK**  
*Governor*



**REBECCA FEIDEN**  
*Executive Director*

**STATE PUBLIC CHARTER SCHOOL AUTHORITY**  
**ORGANIZATIONAL PERFORMANCE FRAMEWORK**  
**TECHNICAL GUIDE**

Updated June 25, 2021  
For Fiscal Year 2022 and beyond



## STATE OF NEVADA

**STEVE SISOLAK**  
Governor



**REBECCA FEIDEN**  
Executive Director

## STATE PUBLIC CHARTER SCHOOL AUTHORITY

<p><b>1749 North Stewart Street Suite 40</b> Carson City, Nevada 89706-2543 (775) 687 - 9174 · Fax: (775) 687 - 9113</p>	<p><b>2080 East Flamingo Road, Suite 230</b> Las Vegas, Nevada 89119 (775) 687 - 9174 · (702) 486-5543</p>
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Dear Public Charter School Boards and School Leaders:

Attached is the Nevada Organizational Performance Framework (OPF) and Technical Guide. This framework is provided to public charter schools sponsored by the State Public Charter School Authority (SPCSA) to enable them to understand key areas of organizational compliance. This OPF is based on the National Association of Charter School Authorizers (NACSA) OPF and enables an external review of a charter school from the perspective of primarily five indicators or categories.

A few of the benefits of this organizational framework include:

- To help sponsored schools avoid most of the common, significant and material organizational issues which befall many charter schools.
- To provide clear guidance to charter schools of critical obligations and expectations which the charter schools must be in compliance with to perform within the legal parameters they have committed to operate within.
- To provide charter school stakeholders transparency and assurances that the school is meeting its obligations and that the SPCSA is striving to ensure schools provide high-quality organizational environments within which schools—and students—can thrive.

**Of course, performance, compliance, with all applicable federal, state and local laws, regulations and ordinances as well as adherence to contract provisions by sponsored public charter schools is an ongoing obligation.**

Certification of compliance is required of schools at certain times of the school year. Schools should consult the applicable law, regulations, ordinances and their contracts for all requirements. Schools will also find a number of such requirements called for in the Reporting Requirements Manual which the SPCSA publishes annually.

One of the four strategies of the SPCSA strategic plan is to “Ensure Fulfillment of Public School Obligations.” Schools that adhere to the organizational requirements described within the OPF give themselves the best chances of organizational success.

The SPCSA will provide ongoing oversight and monitoring of individual school’s performance against the indicators and measures listed within the OPF. School board members, school leaders and stakeholders are welcome to contact the SPCSA with any questions regarding this document.

Sincerely,

Mike Dang, Manager  
Financial and Organizational Performance Frameworks  
Nevada State Public Charter School Authority

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# Organizational Performance Framework

## Introduction

An Organizational Performance Framework (OPF) for charter schools provides a framework within which a charter school sponsor, authorizer and regulatory agency may carry out its oversight roles and responsibilities.

This Organizational Performance Framework (OPF) for State Public Charter School Authority (SPCSA) charter schools (CSs) is based on the National Association of Charter School Authorizers (NACSA) [Core Performance Framework and Guidance Academic, Financial, and Organizational Frameworks for Charter School Accountability](#), March 2013.

The OPF reviews a charter school from the perspective of five indicators or categories. This structure facilitates the evaluation of the school's organizational performance and compliance with federal, state and local law, regulations, ordinances, and policy in addition to the contract between the SPCSA and the governing board of the school.

The Organizational Performance Framework documents consist of the following:

1. The Organizational Performance Framework Technical Guide.
  - a. This Organizational Performance Framework Technical Guide explains the Organizational Performance Framework, its purpose, objectives and methods.
2. The Certification of Compliance
  - a. The Certification of Compliance with the Organizational Performance requirements of the SPCSA is for the school's board to confirm and approve in a public meeting. This action aims to confirm that they and their school leadership certify that the operations of their school are in compliance as described herein.
  - b. The board chairperson's signature is required to complete and submit this certification between June 1 and August 1.
3. Organizational Performance Ratings of School Compliance.
  - a. The SPCSA will complete and submit this to the school board after receiving the Certification of Compliance by the board.

A copy of this OPF Technical Guide, and of the latter two documents described above will be posted separately on the SPCSA website. Copies of the latter two documents are shown below in Appendix A and Appendix B. An example of a possible score is included below as Appendix C.

## Framework Guidance

The Organizational Performance Framework defines the operational standards to which a charter school should be accountable to its authorizer and the public. It is designed to treat all schools as though they are the same only in terms of meeting minimum legal and ethical requirements. This enables schools to retain the flexibility and autonomy to be different in the ways that matter most for a school's mission, vision, and educational program.

The expectations set out in the Organizational Framework derive from state and federal law as well as the operating terms that the school has proposed in the charter application. Of the three frameworks, the Organizational Framework is most closely aligned with the charter contract in terms of documenting operational expectations such as special education, accounting practices, reporting requirements, and the like.

One of the authorizer's core responsibilities with respect to charter schools is to protect the public interest. The Organizational Framework is the primary lever for carrying out this responsibility. It enables the authorizer to ensure that charter schools are respecting rights of students, staff, and families within the schools as well as the interests of the general public in ensuring that charter schools meet the legal obligations that state and federal legislatures have determined should apply.

## Autonomy

"It is widely recognized that school autonomy was never intended to free charter operators from the following fundamental obligations, which serve to promote both students' wellbeing and societal interests:

1. State assessments of student achievement and consequences for poor performance;
2. Health and safety regulations;

3. Teacher background checks;
4. Open enrollment policies;
5. Zero tuition policies;
6. Civil rights protections;
7. Open meeting laws;
8. Anti-nepotism rules for governing boards; and
9. Financial accountability rules.”
10. Federal, state and local law, regulations, and ordinances and contract terms (SPCSA)

*“Charter School Autonomy: A Half-Broken Promise,” by Dana Brinson and Jacob Rosch, April 2010, Updated May 2010, The Thomas B. Fordham Institute (first 9; SPCSA #10)*

Of the three frameworks, the Organizational Framework abuts most closely against school autonomy. The central premise of charter school autonomy is that the authorizer will articulate the expected outcomes, and the school will have maximum flexibility to determine the best way to achieve those outcomes. In other words, the authorizer articulates the ends and the school decides the means of getting there.

Whereas the Academic and Financial Frameworks focus almost exclusively on results, as in the results of a race, the Organizational Framework inevitably focuses on processes, as in the course and operations of running the race. Whether it is meeting requirements for minimum instructional days and minutes or ensuring that the facility meets applicable health and safety codes; the Organizational Framework is the place where the school becomes externally accountable for how it operates.

However, this process-focused accountability should be limited to those processes that are mandated by law, rules, regulations, or policies.

It is in this spirit that the SPCSA is operating.

## Framework Structure

The Organizational Framework is divided into indicators, measures, metrics, and ratings, which are explained below.

### Indicators

The framework includes six indicators or categories used to evaluate the school’s organizational performance and compliance.

	<b>Indicators</b>
1	Education Program
2	Financial Management and Oversight
3	Governance and Reporting
4	Students and Employees
5	School Environment

#### 1. Education Program

The Education Program section assesses the school’s adherence to the material terms of its proposed education program. As a legal term, something is “material” if it is relevant and significant. For purposes of defining educational program accountability, the SPCSA will consider whether the information would be relevant and significant to decisions about whether to renew, non-renew, or revoke a charter. In addition to capturing material terms of the education program, this section also captures certain aspects of an education program that are required by law (e.g., content standards, assessments, special education

requirements, etc.).

## 2. Financial Management and Oversight

While the Financial Framework is used to analyze the school's financial performance, the SPCSA will use this section of the Organizational Framework to set expectations for the school's management and oversight of its finances, without regard to financial performance. Audit results and audit findings are critical sources of evidence when evaluating schools against this indicator.

## 3. Governance and Reporting

A charter school must practice sound governance and adhere to reporting requirements of the SPCSA and other responsible entities. In this section the SPCSA sets forth expectations of the charter board's compliance with governance-related laws as well as the board's own bylaws and policies. Additionally, this indicator includes a measure to evaluate the extent to which the board oversees the individuals or organizations to which it delegates the duties of implementing the program, a fiduciary responsibility of the board.

## 4. Students and Employees

While charter schools may be exempt from certain laws and allowed to function with greater autonomy, they still must adhere to federal and state laws regarding treatment of individuals within the organization. In this section, the SPCSA measures charter school compliance with a variety of laws related to students and employees, including the rights of students and employees as well as operational requirements such as teacher licensing and background checks.

## 5. School Environment

Charter schools must also follow laws related to the school's physical plant and the health and safety of students and the charter community. This section addresses the school's facility, transportation, food service, and health services, among other things.

# Measures

For each of the indicators, the framework provides a number of measures by which to evaluate schools. The measures take the form of questions about each school's performance. For example:

- Is the school implementing the material terms of the education program as defined in the current charter contract?
- Is the school protecting the rights of English Language Learner (ELL) students?
- Is the school meeting financial management and oversight requirements?

Information and guidance specific to each measure is provided below in the Measures in Detail section.

# Metrics

Metrics are expectations set forth in evaluating a measure. For example, to evaluate the question, "Is the school following Generally Accepted Accounting Principles?" Examples of metrics for this measure are:

- An unqualified audit opinion
- An audit devoid of significant findings and conditions, material weaknesses, or significant internal control weaknesses
- An audit that does not include a going concern disclosure in the notes or an explanatory paragraph within the audit report

Throughout the Organizational Framework, we set forth the metrics for evaluating the different measures within the "Meets Standard" rating.

# Targets and Ratings

For each measure a school receives one of two ratings based on evaluation of the established metrics.

## **Meets Standard:**

The "Meets Standard" rating is defined by the threshold of success for the measure, or the target the school is expected to meet. In the Organizational Framework, this rating provides the detailed metrics against which the charter school is judged. If the school meets the target, then the SPCSA does not need to follow up with the school or require corrective action. Schools do not meet the standard if failures are material in nature, meaning they are relevant to the SPCSA's accountability decisions.

**Does Not Meet Standard:**

The “Does Not Meet Standard” rating remains consistent for each measure in the Organizational Framework and reads:

“The school failed to materially comply in the manner described above.”

This means that the school has materially failed to meet the target during the evaluation period. Schools with a number of “Does Not Meet Standard” designations may be placed into the intervention ladder or even considered for non-renewal.

## Considerations when using the OPF

As with the Academic and Financial Performance Frameworks, the SPCSA will use the Organizational Performance Framework to collect evidence of performance and to evaluate schools at least annually, to monitor schools throughout their charter terms, to report to schools and the public annually, to intervene in schools that do not meet expectations, and to make high-stakes decisions, including: renewal, non-renewal, possible revocation, expansion or replication.

### Assurance of compliance by the charter board

The Organizational Framework provides a space for the SPCSA to report any credible cases of noncompliance in areas where it may not routinely evaluate the school. Documentation by the charter board provides an assurance to the SPCSA that the board is aware of and is compliant with its legal obligations.

### Certification

The SPCSA requires an assurance from the charter school board including in the form of a certification of compliance. This certification means that the board has reviewed and attests that the school is in compliance with federal, state, and local laws, regulations and ordinances as well as with conditions of and amendments to its charter contract with the SPCSA.

The SPCSA will follow up if complaints or reports from the State Education Agency indicate noncompliance. Follow-up review could include requests of data to verify compliance such as school calendars, student records, or reports the school may submit to the State Education Agency (e.g., reports to verify state assessment compliance).

When evaluating the requirement that the school implemented “mandated programming as a result of state or federal funding,” the SPCSA could work with divisions and documents within the Nevada Department of Education or other agencies that oversee these programs (e.g., Title IV), as they likely have processes in place to evaluate and report findings of noncompliance.

## Data Sources

The Data Sources sections below list the sources of the documentation the SPCSA will look to in reviewing the organizational performance and compliance levels of the school. Schools provide most of the information used to make compliance determinations and ratings regarding any OPF measure and its indicators. Where that is not the case, SPCSA will indicate “(School)” next to data sources the school needs to provide. A designation of “SPCSA” in this part of the table indicates where SPCSA will request information from another agency or entity, such as NDE or PERS.

Data Sources may also include items not specifically listed here, including school policies, site visit observations and site evaluations, record audits, interviews of stakeholders, WIDA testing documents and other ELL reporting requirements.

## Measures in Detail

### Ratings and Scoring

	Category	Points Possible	Points Earned
1	Education Program	20	
2	Financial Management and Oversight	20	
3	Governance and Reporting	20	
4	Students and Employees	20	
5	School Environment	20	
	<b>Total</b>	<b>100</b>	

#### Ratings

##### Meets Standard Rating (80 points or more)

- The threshold of success for the measure, the target expectations.
- The detailed metrics against which the charter school is judged.
- If the school meets the target, the SPCSA may still follow up on a specific issue.
- Schools earning this rating are performing well and are on track for charter renewal
- The targets for this rating category set the minimum expectations for charter school performance

##### Does Not Meet Standards (79 points or less)

- The school has failed to materially comply in the manner described above.
- The SPCSA will follow up with the school to ensure corrective action is taken.
- Schools in this rating category failed to meet minimum expectations
- At a minimum, they should be subject to closer monitoring, and their status for renewal is in question

A school must earn a total of 80 points or more in any one year for all indicators to achieve a Meets Standards Rating. A school that earns less than 80 points in any one year is automatically subject to additional oversight, will be placed into the intervention ladder and will be required to take corrective action steps.

A Notice of Concern is sent to all charter schools whose organizational framework ratings results in less than 80 points earned on an annual basis. Continued or significant evidence of materially weak organizational performance observed through ongoing oversight, and/or failure to make substantial progress towards remedying previously-identified concerns may result in further escalation within the intervention ladder, including a Notice of Breach or a Notice of Intent to Terminate.

A school may earn full, partial or no points for any of measure, and it is possible that a school may earn an annual rating of Meets Standard but only earn a few points in one of the five categories listed above. The SPCSA will work with schools falling into this category to ensure the school has an opportunity to resolve the problems or non-compliance issues. The SPCSA will note the issue and how the issue was resolved.

Each category (such as the Education category) of measures below is equally weighted against the other categories. However, each category may not have the same number of measures or questions, review elements and data sources to review. Still, the weighting for each category is the same for all five categories.



If a school scores a Does Not Meet Standards (DNMS) for any one measure or for one question in a measure in a category it does not automatically mean the school has failed the entire category. The materiality of the DNMS will be considered to make such a determination.

There is some level of subjectivity with some measures and not with others. For example, there may be a subjective zone in determining whether a school’s educational program was materially consistent with the program the school committed to provide in its charter contract. On the other hand, an example of an objective standard would be where a financial auditor declares that a school was clearly not using Generally Accepted Accounting Principles in its accounting work, as is required. Where there is such subjectivity, SPCSA determinations will reference the evidence used to support its ratings.

Should a school fail to provide sufficient information or fail to demonstrate compliance within a certain measure, SPCSA staff will take a more active role and request additional information in order to more fully inform a final rating. In most cases, this will require additional or supplemental information not previously provided. In rare cases of extreme concern, a desk audit or a document sample may be required if all other options are exhausted.

Should a school fail to provide sufficient information or fail to demonstrate compliance within a certain measure, SPCSA staff will take a more active role and request additional information in order to more fully inform a final rating. In most cases, this will require additional or supplemental information not previously provided.

If SPCSA staff determine that a Notice of Concern is warranted, SPCSA staff will contact the school Board president and/or school leaders before issuing any applicable formal Notice of Concern or otherwise work with the school if SPCSA intervention is required. Given the compliance focus of the organizational performance framework, which can be reevaluated throughout the year and requires timely feedback, staff would only issue a Notice of Concern should a serious concern arises. Authority approval would be required to place a school further into the Intervention Ladder.

### Indicator 1: Education Program (20 pts)

The Education Program section assesses the school’s adherence to the material terms of its proposed education program, such as content standards. **These measures are different from the Academic Performance Framework in that they measure educational compliance rather than educational performance outcomes.**

#### 1a. Implementing the program

This measure does not evaluate the Academic performance of the school, which is the focus of the Academic Performance Framework. This measure only addresses the program itself, the organization’s fidelity to that program, and organizationally whether the school is appropriately notifying the authorizer of and gaining approval for major changes to the education program.

<b>Measure 1a (5 pts)</b>	
<b>Is the school implementing the material terms of the education program as defined in the current charter contract?</b>	
<input type="checkbox"/> MS <input type="checkbox"/> DNMS Explanation (for DNMS):	
<b>Meets Standard:</b> The school implemented the material terms of the education program (“fidelity to the program”) in all material respects and the education program in operation reflects the material terms as defined in the charter contract or amendments thereto.	
<b>Does Not Meet Standard</b> The school has failed to materially comply in the manner described above.	
<b>Description</b> (For full points, the school must be in compliance with all laws, regulations, ordinances and contractual conditions including the following.)	<b>Data Source</b> (Epicenter file used unless source is “School” or SPCSA)



1. The school website and curriculum are in alignment with the material terms of the education program (“fidelity to the program” and “truth in advertising”) defined in its application and current charter contract.	<ul style="list-style-type: none"> <li>• Charter application</li> <li>• Charter contract</li> <li>• Course outlines or syllabi (School)</li> <li>• Web-link(s) showing fidelity to the program. (School)</li> </ul>
2. The site evaluation demonstrates that the school model is in alignment with the material terms of the education program (“fidelity to the program” and “truth in advertising”) defined in its application and current charter contract. If no site evaluation occurred during the year, SPCSA staff will revert to the most recent site evaluation to determine if the model aligns with the education program.	<ul style="list-style-type: none"> <li>• Most recent Site Evaluation (SPCSA)</li> </ul>

### 1b. Education Requirements

Some elements of a public school’s education program are fixed in law and may not be waived for charter schools. This measure evaluates the school’s adherence to education requirements, such as content standards.

<b>Measure 1b (5 pts)</b>	
<b>Is the school complying with applicable education requirements?</b>	
<input type="checkbox"/> MS <input type="checkbox"/> DNMS Explanation (for DNMS):	
<p><b>Meets Standard:</b></p> <p>The school materially complies with applicable federal and state laws, rules, regulations, and provisions of the charter contract relating to education requirements, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Charging no tuition, mandatory donations, fines or fees (except where provided by law or regulations);</li> <li>• Requiring no volunteer hour requirements as a condition of enrollment,</li> <li>• Being compliant with lottery requirements, pursuant to R131-16,</li> <li>• Meeting instructional days or minutes requirements,</li> <li>• Meeting state assessment requirements including the 95% participation requirement<sup>1</sup></li> <li>• Implementing mandated programming as a result of state or federal funding.</li> <li>• Ensuring all courses are taught in alignment with Nevada Academic Content Standards</li> </ul> <p><b>Does Not Meet Standard</b></p> <p>The school has failed to materially comply in the manner described above.</p>	
<b>Description</b> (For full points, the school must be in compliance with all laws, regulations, ordinances and contractual conditions including the following.)	<b>Data Source</b> (Epicenter file used unless source is “School” or SPCSA)
1. The school was in session for at least 180 days or, the Governing Body adopted and received approval from the Department of Education for a calendar with an equivalent number of minutes of instruction per school year based on a different number of days of instruction.	<ul style="list-style-type: none"> <li>• Approved NDE Calendar</li> </ul>
2. The school’s policies and practices related to admissions, enrollment waiting lists, fair and open recruitment, and enrollment practices (including rights to enroll or maintain enrollment), lottery method, are consistent with applicable law and regulation (R131-16AP).	<ul style="list-style-type: none"> <li>• Application and enrollment forms</li> <li>• Parent/Student Handbook and no verified, adverse complaints</li> </ul>

<sup>1</sup> An At-Risk oriented program may be viewed differently regarding this measure.

3. Meets the 95% state assessment participation requirement which states that 95% of students are required to participate by taking the following examinations: For ES, MS, 3rd-8th graders, each year, the SBAC ELA (Part 1) and Math (Part 2) tests; for HS: ACT Test administered in 11th grade.	<ul style="list-style-type: none"> <li>Self-certification of NSPF verified results issued by NDE</li> </ul>
4. The school did not charge any fees that may be considered tuition.	<ul style="list-style-type: none"> <li>Parent/Student Handbook and no verified, adverse complaints</li> </ul>

### 1c. Students with Disabilities

Charter schools must follow state and federal special-education laws and provide a high-quality learning environment for all students. In addition to an evaluation of how well a school is educating students with special needs (a component of the Academic Performance Framework), the Organizational Performance Framework includes an evaluation of how well the school is meeting its legal obligations regarding services to these students and protecting their rights under state and federal law.

<b>Measure 1c (5 pts)</b>	
<b>Is the school protecting the rights of students with disabilities?</b>	
<input type="checkbox"/> MS <input type="checkbox"/> DNMS Explanation (for DNMS):	
<p><b>Meets Standard:</b></p> <p>Consistent with the school's status and responsibilities as a public school within the SPCSA Local Education Agency (LEA), the school materially complies with applicable laws, rules, regulations, and provisions of the charter contract (including the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act) relating to the treatment of students with identified disabilities and those suspected of having a disability, including but not limited to:</p> <ul style="list-style-type: none"> <li>Equitable access and opportunity to enroll</li> <li>Identification and referral</li> <li>Appropriate development and implementation of Individualized Education Plans and Section 504 plans</li> <li>Operational compliance, including provision of services in the least restrictive environment and appropriate inclusion in the school's academic program, assessments, and extracurricular activities.</li> <li>Discipline, including due process protections, manifestation determinations, and behavioral intervention plans.</li> <li>Access to the school's facility and program to students in a lawful manner and consistent with students' IEPs or Section 504 plans.</li> </ul>	
<p><b>Does Not Meet Standard</b></p> <p>The school has failed to materially comply in the manner described above.</p>	
<b>Description</b> (For full points, the school must be in compliance with all laws, regulations, ordinances and contractual conditions including the following.)	<b>Data Source</b> (Epicenter file used unless source is "School" or SPCSA)
1. The school conducted required disability screenings on all new identified special education students within required deadlines, to the extent reasonably possible.	<ul style="list-style-type: none"> <li>Self-certification and no verified adverse complaints</li> </ul>
2. The school uses Staff (internal or contracted) who hold Nevada licensure in special education, to the extent possible, over and above any requirements of law, regulation, or contract to provide special education services.	<ul style="list-style-type: none"> <li>Self-certification</li> <li>NDE certifications database (SPCSA)</li> </ul>
3. Evaluations and current, signed IEPs are on file for all special education students when available. 34 CFR 300.341-350 and 300.531-536 and NAC 388 <a href="https://www.leg.state.nv.us/nac/nac-388.html">https://www.leg.state.nv.us/nac/nac-388.html</a>	<ul style="list-style-type: none"> <li>Self-certification, site visits, and NDE SPED Audits (SPCSA)</li> </ul>
4. The charter school has a current special education policy that has been approved by the governing body.	<ul style="list-style-type: none"> <li>Board minutes showing specific date of meeting board adopted item (School)</li> </ul>

5. The school ensured that all students with disabilities and all students receiving instruction in a class funded with Gifted and Talented Funds were served at the required student-teacher ratios (NAC 388.150).	<ul style="list-style-type: none"> <li>• Self-certification and no verified adverse complaints</li> </ul>
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### 1d. English Language Learner (ELL) students

Similar to their responsibilities regarding special education, charter schools must follow state and federal laws governing access and services for students who are English Language Learners (ELLs). In addition to an evaluation of how well a school is educating ELL students (a component of the Academic Performance Framework), the Organizational Performance Framework includes an evaluation of how well the school is meeting its legal obligations regarding services to these students and is protecting their rights under state and federal law.

<b>Measure 1d (5 pts)</b>	
<b>Is the school protecting the rights of English Language Learner (ELL) students?</b>	
<input type="checkbox"/> MS <input type="checkbox"/> DNMS Explanation (for DNMS):	
<p><b>Meets Standard:</b></p> <p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract (including Title III of the Elementary and Secondary Education Act [ESEA] and U.S. Department of Education authorities) relating to requirements regarding English Language Learners (ELLs), including but not limited to:</p> <ul style="list-style-type: none"> <li>• Equitable access and opportunity to enroll</li> <li>• Required policies related to the service of ELL students</li> <li>• Compliance with native language communication requirements</li> <li>• Proper steps for identification of students in need of ELL services</li> <li>• Appropriate and equitable delivery of services to identified students</li> <li>• Appropriate accommodations on assessments</li> <li>• Exiting of students from ELL services</li> <li>• Ongoing monitoring of exited students</li> </ul> <p><b>Does Not Meet Standard</b></p> <p>The school has failed to materially comply in the manner described above.</p>	
<b>Description</b> <i>(For full points, the school must be in compliance with all laws, regulations, ordinances and contractual conditions including the following.)</i>	<b>Data Source</b> <i>(Epicenter file used unless source is "School" or SPCSA)</i>
1. The school took proper steps to identify all students in need of ELL services as required by law, evidenced by <ol style="list-style-type: none"> <li>The presence of completed Home Language Surveys (HLS) of pupil records reviewed;</li> <li>Screening Tests for pupils identified as having a primary home language other than English and for students who have received ELL services at the charter school; and</li> <li>evidence of Parent Notification for identified pupils.</li> </ol>	<ul style="list-style-type: none"> <li>• Self-certification and no verified, adverse complaints</li> <li>• Enrollment packet with HLS (School)</li> <li>• WIDA Screener Completion</li> </ul>
2. The school developed, approved, and submitted the annual ELL Plan by the required deadline.	<ul style="list-style-type: none"> <li>• Title III ELL Plan/Policy submission</li> </ul>
3. Staff the school uses (internal or contracted) to provide services to English Language Learners hold, as required by law, Nevada licenses with English Language Acquisition and Development (ELAD) endorsements (with or without practicum).	<ul style="list-style-type: none"> <li>• Self-certification and no verified, adverse complaints</li> </ul>

## Indicator 2: Financial Management and Oversight (20 pts)

Critical to an organization's health and stability is its ability to manage its finances well. The SPCSA has a responsibility to protect the public's interest and must evaluate the extent to which the charter school is responsibly managing its finances. Charter schools should have an unqualified, or "clean," financial audit. This means that the auditor found the financial statements to be accurate and complete, which is necessary for evaluating a school's financial health.

### 2a. Financial Reporting and Compliance

The financial reports included in this measure are used as a basis for the analysis of a school's financial viability (i.e., Financial Performance Framework) and financial management (see Measure 2b below). The purpose of this measure is to determine whether the school is submitting accurate and timely information to the SPCSA.

Reporting requirements such as financial audits and budget reports are often required by state law. Charter schools are public schools that use public funds. The SPCSA is charged with ensuring that schools are responsible stewards of those funds. The SPCSA requires charter schools to report on their financial positions through annual budgets, periodic (e.g., quarterly) financial reports, financial audits, etc.<sup>2</sup>

<b>Measure 2a (5 pts)</b>	
<b>Is the school meeting financial reporting and compliance requirements?</b>	
<input type="checkbox"/> MS <input type="checkbox"/> DNMS Explanation (for DNMS):	
<b>Meets Standard:</b>	
The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to financial reporting requirements, including but not limited to: <ul style="list-style-type: none"> <li>• Complete and on-time submission of financial reports, including annual budget, revised budgets (if applicable),</li> <li>• Quarterly financial reports as required by the authorizer</li> <li>• On-time submission and completion of the annual independent audit and corrective action plans, if applicable,</li> <li>• All reporting requirements related to the use of public funds.</li> </ul>	
<b>Does Not Meet Standard</b>	
The school has failed to materially comply in the manner described above.	
<b>Description</b> (For full points, the school must be in compliance with all laws, regulations, ordinances and contractual conditions including the following.)	<b>Data Source</b> (Epicenter file used unless source is "School" or SPCSA)
1. The charter school complied with generally accepted standards of fiscal management (NRS 388A.330).	• Budget, quarterly and annual financial statements
2. The governing body received the final version of the prior year audit not less than four months of the close of the fiscal year (NAC 387.775).	• Annual Independent Audit

### 2b. Generally Accepted Accounting Principles

The Nevada Administrative Code (NAC 387.765) requires charter schools to "[c]omply with generally accepted accounting principles." This measure assesses compliance with this requirement.

<b>Measure 2b (5 pts)</b>
<b>Is the school following Generally Accepted Accounting Principles (GAAP)?</b>
<input type="checkbox"/> MS <input type="checkbox"/> DNMS Explanation (for DNMS):

<sup>2</sup> Additionally, if the school contracts with a Charter Management Organization (CMO) or Education Management Organization (EMO), the SPCSA may include additional contractual provisions in the charter contract that "ensure...the school's financial independence from the external provider. Principles & Standards for Quality Charter School Authorizing. National Association of Charter School Authorizers, (2012). The SPCSA considers this a best practice.

**Meets Standard:**

The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to financial management and oversight expectations as evidenced by an annual independent audit, including but not limited to:

- An unqualified audit opinion
- An audit devoid of significant findings and conditions, material weaknesses, or significant internal control weaknesses
- An audit that does not include a going concern disclosure in the notes or an explanatory paragraph within the audit report

**Does Not Meet Standard**

The school has failed to materially comply in the manner described above.

<b>Description</b> <i>(For full points, the school must be in compliance with all laws, regulations, ordinances and contractual conditions including the following.)</i>	<b>Data Source</b> <i>(Epicenter file used unless source is "School" or SPCSA)</i>
1. Receive an unqualified audit opinion.	• Annual financial audit
2. Receive an audit devoid of significant findings and conditions, material weaknesses, or significant internal control weaknesses	• Annual financial audit
3. Receive an audit that does not include a going concern disclosure in the notes or an explanatory paragraph within the audit report	• Annual financial audit

**2c. The Nevada Chart of Accounts**

The Nevada Administrative Code (NAC 387.765) requires charter schools to "Use the chart of accounts prescribed by the Department" of Education. This measure evaluates compliance with this requirement.

**Measure 2c (5 pts)****Is the school using the chart of accounts prescribed by the Nevada Department of Education?<sup>3</sup>**

MS  DNMS Explanation (for DNMS):

**Meets Standard:**

The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to use of the Chart of Accounts prescribed by the Nevada Department of Education.

**Does Not Meet Standard**

The school has failed to materially comply in the manner described above.

<b>Description</b> <i>(For full points, the school must be in compliance with all laws, regulations, ordinances and contractual conditions including the following.)</i>	<b>Data Source</b> <i>(Epicenter file used unless source is "School" or SPCSA)</i>
1. The governing board certifies that it is submitting all required reports in the NDE chart of accounts (COA) formats requested by the Department.	• Self-certification and submittal of trial balance and Charter School COA (School)

**2d. Grant Subrecipient Compliance**

The purpose of this measure is to determine whether the school is complying with applicable requirements for receiving grant funds as a part of its overall operations. Compliance is determined by timeliness of grant-related document

<sup>3</sup> As of 5/2019 the Nevada Department of Education and SPCSA are reviewing potential required revisions to the manner in which the chart of accounts is used in order to meet federal Every Student Succeeds Act (ESSA) reporting requirements. Schools will not be required to comply with any new additional requirements until such time as the Nevada Department of Education notifies schools of its rollout schedule and provides a period of time for the implementation of required changes for the school year in which compliance will be required. Until such time, schools are required to continue to use the COA as currently required in various periodic reports requested by the Nevada Department of Education.

submissions, use of funds for allowable purposes, grant applications that meet published requirements, commitment to subrecipient monitoring activities, and established internal controls for the use of grant funds.

Charter schools are public schools that use public funds, including state and federal grant funds. The SPCSA as the Local Education Agency (LEA) and pass-through entity is responsible for monitoring the activities of the school (subrecipient) as necessary to ensure that the grant funds are used for authorized purposes; in compliance with applicable statutes, regulations, and terms and conditions of the subaward; and that subaward performance goals are achieved.

<b>Measure 2d (5 pts)</b>	
<b>Is the school meeting grant subrecipient compliance requirements?</b>	
<input type="checkbox"/> MS <input type="checkbox"/> DNMS Explanation (for DNMS):	
<p><b>Meets Standard:</b> The school materially complies with applicable laws, rules, regulations, and terms and conditions of all applicable subaward agreements; submits timely applications, reimbursement requests, and required reports; ensures completion of an annual single audit if required; and complies with the risk assessment and subrecipient monitoring process.</p> <p><b>Does Not Meet Standard</b> The school has failed to materially comply in the manner described above.</p>	
<b>Description</b> (For full points, the school must be in compliance with all laws, regulations, ordinances and contractual conditions including the following.)	<b>Data Source</b> (Epicenter file used unless source is "School" or SPCSA)
1. The charter school complied with SPCSA published deadlines <sup>4</sup> and requirements, applicable laws, regulations and subaward terms and conditions.	<ul style="list-style-type: none"> <li>Grant applications, reimbursement requests, time and effort reporting</li> </ul>
2. The charter school complied with SPCSA Risk-Based Subrecipient Monitoring requirements.	<ul style="list-style-type: none"> <li>Fiscal and programmatic instruments, onsite monitoring, desktop monitoring, responses to Corrective Action Plans or Management Decisions</li> </ul>

### Indicator 3: Governance and Reporting (20 pts)

Charter school boards are responsible to improve student achievement in their schools. In doing so, they are responsible to the SPCSA, Nevada, the federal government, and the public to ensure the school is operating in accordance with the board's charter contract and all applicable laws, regulations and ordinances. This section regards governance-related laws, the school board's bylaws and policies and its oversight of its school and fidelity to its fiduciary duties.

#### 3a. Governance Requirements

Charter school boards hold fiduciary responsibility for the charter schools they oversee and must comply with applicable governance requirements. Boards may have different governance requirements based on how they are legally structured.

<b>Measure 3a (6.7 pts)</b>
<b>Is the school complying with governance requirements?</b>
<input type="checkbox"/> MS <input type="checkbox"/> DNMS Explanation (for DNMS):

<sup>4</sup> This includes formally established deadlines and timelines which are communicated in advance. Schools that request extensions to such deadlines in advance and are granted extensions will not lose points so long as they meet the extended deadline.



**Meets Standard:**

The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to governance by its board, including but not limited to:

- Board policies, including those related to oversight of an Educational Management Organization (EMO) or Charter Management Organization (CMO), if applicable
- Board bylaws
- State open meetings law
- Code of ethics
- Conflicts of interest
- Board composition and/or membership rules (e.g., requisite number of qualified teachers, ban on employees or contractors serving on the board, etc.)
- Compensation for attendance at meetings
- Board member training
- Board member disclosure of conflicts of interest upon appointment

**Does Not Meet Standard**

The school has failed to materially comply in the manner described above.

<b>Description</b> <i>(For full points, the school must be in compliance with all laws, regulations, ordinances and contractual conditions including the following.)</i>	<b>Data Source</b> <i>(Epicenter file used unless source is "School" or SPCSA)</i>
1. The Attorney General did not issue findings of fact and conclusions of law that the governing body or any other public body created by the charter school has taken action in violation of any provision of NRS 241.010 et seq. during the fiscal year.	• Self-Certification and no verified adverse findings.
2. The school received no material governance compliance complaints which were substantiated or if they were substantiated the school board promptly implemented acceptable corrective actions.	• Self-Certification and no verified adverse findings.
3. The governing body ensured that it held at least quarterly meetings (NRS 388A.320(5)).	• Board minutes
4. Each governing board member has completed training before the opening of the charter school and at least every 3 years thereafter (AB419 from the 2021 Legislative Session)	• Board Training Report
5. Each governing board member upon appointment completes the conflict of interest disclosure form and submits it to the SPCSA. Conflict of interest disclosure forms indicate no inappropriate or impermissible relationships.	• Conflict of Interest Forms

**3b. Vendor and Contractor Accountability**

The central role of the charter school board is to responsibly delegate the work of actualizing the board’s educational vision and mission. To that end, the board has a responsibility to oversee and hold accountable the charter school’s vendors and contractors, including any Educational Management Organization (EMO) or Charter School Management Organization (CMO). In any event, the school governing board is the party ultimately responsible for the success or failure of the school.

<b>Measure 3b (6.7 pts)</b>
<b>Is the school holding management accountable?</b>
<input type="checkbox"/> MS <input type="checkbox"/> DNMS Explanation (for DNMS):
<p><b>Meets Standard:</b></p> <p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to oversight of school vendors and contractors, including but not limited to:</p> <ul style="list-style-type: none"> <li>• (For schools that contract with an EMO or CMO) maintaining authority over the EMO or CMO, holding it accountable for performance as agreed under a written performance agreement, and requiring annual financial reports of the EMO or CMO</li> <li>• (For All) oversight of vendors and/or contractors that includes holding it accountable for performance expectations</li> </ul>

and contractual obligations	
<b>Does Not Meet Standard</b> The school has failed to materially comply in the manner described above.	
<b>Description</b> (For full points, the school must be in compliance with all laws, regulations, ordinances and contractual conditions including the following.)	<b>Data Source</b> (Epicenter file used unless source is "School" or SPCSA)
1. The governing body has conducted an annual evaluation of any EMO with which the school has contracted, per the written performance agreement between the board and the EMO if applicable ( <a href="#">NAC 388A.580(5)</a> ) and provided a letter to the SPCSA describing whether the governing body of the charter school is satisfied with the contractual relationship with the EMO (AB419 from 2021 Legislative Session). <sup>5</sup>	<ul style="list-style-type: none"> <li>School-EMO contract</li> <li>EMO Evaluation</li> <li>Letter from Governing Body</li> </ul>
2. The governing body submitted a copy of the EMO Revenue and Expenditure Report, if applicable.	<ul style="list-style-type: none"> <li>EMO Revenue and Expenditure Report</li> </ul>
3. The governing body submitted a copy of EMO or CMO contract to the SPCSA for the current fiscal year and the contract complied with <a href="#">NRS 388A.393</a> .	<ul style="list-style-type: none"> <li>Contract(s)</li> </ul>

### 3c. Reporting Requirements

Reports from schools are required in order to allow the SPCSA to monitor and evaluate the school's academic and operational performance and form the basis for renewal recommendations. Additionally, charter schools are responsible to other entities, including the State Education Agency, for certain reporting requirements.

<b>Measure 3c (6.7 pts)</b>	
<b>Is the school complying with reporting requirements?</b>	
<input type="checkbox"/> MS <input type="checkbox"/> DNMS Explanation (for DNMS):	
<b>Meets Standard:</b> The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to relevant reporting requirements to the school's authorizer, State Education Agency (SEA), district education department, and/or federal authorities, including but not limited to: <ul style="list-style-type: none"> <li>Accountability tracking</li> <li>Attendance and enrollment reporting</li> <li>Compliance and oversight</li> </ul>	
<b>Does Not Meet Standard</b> The school has failed to materially comply in the manner described above.	
<b>Description</b> (For full points, the school must be in compliance with all laws, regulations, ordinances and contractual conditions including the following.)	<b>Data Source</b> (Epicenter file used unless source is "School" or SPCSA)
1. The school's governing board certifies the school has complied with all applicable reporting requirements called for in the Reporting Requirements Manual during the most recent school year with no material gaps in reports submitted.	<ul style="list-style-type: none"> <li>Review of Epicenter submissions</li> <li>Self-certification</li> </ul>

<sup>5</sup> Regarding charter management organizations, the SPCSA collects, analyzes and reports on pupil achievement and school performance to determine whether the client charter school is meeting the performance indicators, measures and metrics for the achievement and proficiency of pupils. NRS 388A.229



## Indicator 4: Students and Employees (20 pts)

Charter schools must adhere to federal and state laws regarding treatment of individuals within the organization. The SPCSA measures charter school compliance with a variety of laws related to students and employees, including the rights of students and employees as well as operational requirements such as teacher licensing and background checks.

### 4a. Rights of students

Charter schools must protect the rights of the students they serve. The SPCSA has a responsibility to ensure that the charter school is in compliance with a range of requirements from admissions policies to protections of students' civil rights.

<b>Measure 4a (3.3 pts)</b>	
<b>Is the school protecting the rights of all students?</b>	
<input type="checkbox"/> MS <input type="checkbox"/> DNMS Explanation (for DNMS):	
<p><b>Meets Standard:</b>                  The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to the rights of students, including but not limited to:</p> <ul style="list-style-type: none"> <li>• The Policies and practices it has developed and which it implements designed to protect the rights of students related to admissions, waiting lists, fair and open recruitment, and enrollment (including rights to enroll or maintain enrollment)</li> <li>• Due process protections, privacy, civil rights, and student liberties requirements, including First Amendment protections and the Establishment Clause restrictions prohibiting public schools from engaging in religious instruction</li> <li>• Conduct of discipline (discipline hearings and suspension and expulsion policies and practices)</li> </ul> <p><i>Note: Proper handling of discipline processes for students with disabilities is addressed more specifically in Section 1c.</i></p>	
<p><b>Does Not Meet Standard</b></p> <p>The school has failed to materially comply in the manner described above.</p>	
<b>Description</b> <i>(For full points, the school must be in compliance with all laws, regulations, ordinances and contractual conditions including the following.)</i>	<b>Data Source</b> <i>(Epicenter file used unless source is "School" or SPCSA)</i>
1. The school properly collects and protects student private information.	<ul style="list-style-type: none"> <li>• Self-Certification and no verified adversary findings.</li> </ul>
2. The school has a Plan for Restorative Discipline and a policy for appealing suspension and expulsion which complies with NRS 392 and NRS 388A, and which is implemented with integrity.	<ul style="list-style-type: none"> <li>• School Plan for Restorative Discipline</li> </ul>
3. Due process protections, privacy, civil rights, and student liberties requirements, including First Amendment.	<ul style="list-style-type: none"> <li>• Self-Certification means all complaints and issues have been resolved as required, noting any open issues.</li> </ul>

### 4b. Attendance Goals

SPCSA charter schools are expected to achieve attendance levels of 90% or greater. Attendance, like re-enrollment, is an important leading indicator of a quality education program,

<b>Measure 4b (3.3 pts)</b>
<b>Is the school meeting attendance goals of 90% or greater?</b>

<input type="checkbox"/> MS <input type="checkbox"/> DNMS Explanation (for DNMS):	
<b>Meets Standard:</b> The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to attendance goals.	
<b>Does Not Meet Standard</b> The school has failed to materially comply in the manner described above.	
<b>Description</b> (For full points, the school must be in compliance with all laws, regulations, ordinances and contractual conditions including the following.)	<b>Data Source</b> (Epicenter file used unless source is "School" or SPCSA)
1. The governing board certifies that the school was in material compliance with student attendance requirements, achieving attendance of 90% or greater.	<ul style="list-style-type: none"> <li>• Self-certification</li> <li>• Nevada Schools Report Card</li> </ul>

#### 4c. Re-enrollment

Re-enrollment, like attendance, is an important leading indicator of a quality education program, but it is not included in the Academic Performance Framework because it is not in itself an academic performance outcome. Consequently, SPCSA evaluates the school's attendance rates through the lens of organizational effectiveness. Schools with strong re-enrollment rates typically have higher parent and student satisfaction and are more financially and organizationally stable. Schools that struggle with re-enrollment, especially if chronically, may be at risk of academic or financial failure.

<b>Measure 4c (3.3 pts)</b>	
<b>Is the school re-enrolling 80% of its students, year over year?</b>	
<input type="checkbox"/> MS <input type="checkbox"/> DNMS Explanation (for DNMS):	
Overview: "Reenrollment" is defined as the number of students continuing to be enrolled in the school from one year to the next expressed as a percentage of the total number of students eligible to continue their enrollment at the school.	
<b>Meets Standard:</b> The school's student reenrollment rates are 80% of its students or greater.	
<b>Does Not Meet Standard</b> The school has failed to materially comply in the manner described above.	
<b>Description</b> (For full points, the school must be in compliance with all laws, regulations, ordinances and contractual conditions including the following.)	<b>Data Source</b> (Epicenter file used unless source is "School" or SPCSA)
1. The school's student re-enrollment rates are at least 80% or greater.	<ul style="list-style-type: none"> <li>• Validation data files (Count Day Files, 10/1 files) (SPCSA)</li> <li>• Enrollment records (Instant SYE and prior year SYE) (School)</li> <li>• Charter Contract (Epicenter)</li> </ul>

#### 4d. Staff Credentials

Public schools must employ appropriately qualified and credentialed staff including administrative, teaching, and educational support staff as required by law. For schools that receive Title II funding, staff must meet Highly Qualified Teacher and Paraprofessional requirements.

<b>Measure 4d (3.3 pts)</b>

<b>Is the school meeting Nevada teacher and other staff credentialing requirements?</b>	
<input type="checkbox"/> MS <input type="checkbox"/> DNMS Explanation (for DNMS):	
<b>Staff Credentials</b> Public schools must employ appropriately qualified and credentialed staff including administrative, teaching, and educational support staff as required by law. Specifically, all core content teachers are licensed and at least 80% of all teachers are licensed in accordance with NRS 388A.518 as amended by AB 109 from the 2021 Legislative Session.	
<b>Meets Standard:</b> The school materially complies with applicable federal and state laws, rules, regulations, and provisions of the charter contract relating to state certification requirements.	
<b>Does Not Meet Standard</b> The school has failed to materially comply in the manner described above.	
<b>Description</b> (For full points, the school must be in compliance with all laws, regulations, ordinances and contractual conditions including the following.)	<b>Data Source</b> (Epicenter file used unless source is "School" or SPCSA)
1. The school complies with requirements regarding maintenance of personnel records.	<ul style="list-style-type: none"> <li>Self-Certification</li> <li>SPCSA may use OPAL if available</li> </ul>
2. All core content teachers are licensed and at least 80% of all teachers are licensed in accordance with NRS 388A.518 as amended by AB 109 from the 2021 Legislative Session.	<ul style="list-style-type: none"> <li>Employee Information Report</li> </ul>

**4e. Employee Rights**

Schools are required to follow applicable employment laws. While schools are responsible for meeting all facets of employment law, the SPCSA reviews compliance with certain key requirements.

<b>Measure 4e (3.3 pts)</b>	
<b>Is the school complying with laws regarding employee rights?</b>	
<input type="checkbox"/> MS <input type="checkbox"/> DNMS Explanation (for DNMS):	
<b>Meets Standard:</b> The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to employment considerations, including those relating to the Family Medical Leave Act, the Americans with Disabilities Act, and employment contracts. The school does not interfere with employees' rights to organize collectively or otherwise violate staff collective bargaining rights.	
<b>Does Not Meet Standard</b> The school has failed to materially comply in the manner described above.	
<b>Description</b> (For full points, the school must be in compliance with all laws, regulations, ordinances and contractual conditions including the following.)	<b>Data Source</b> (Epicenter file used unless source is "School" or SPCSA)
1. The school has no known outstanding payroll, unemployment, or other payment or reporting or ADA or FLMA obligations with the IRS, or other federal, state and local entities.	<ul style="list-style-type: none"> <li>Self-certification</li> <li>Third-party reports if available (SPCSA)</li> </ul>

2. The school is current with all IRS, payroll, unemployment, and other federal, state and local employee payment and reporting obligations.	<ul style="list-style-type: none"> <li>Financial audit</li> <li>Self-certification, including verification documentation of issues resolved.</li> </ul>
3. The school is current with all PERS obligations.	<ul style="list-style-type: none"> <li>Self-certification and verification from PERS (SPCSA)</li> </ul>

#### 4f. Background Checks

Charter schools must conduct background checks, or ensure background checks have been completed, as an assurance of credentialing for certain employees within the school. Additionally, state law or the SPCSA may require through the charter contract that certain individuals in the charter community, such as volunteers and board members, submit to background checks.

<b>Measure 4f (3.3 pts)</b>	
<b>Is the school completing required background checks?</b>	
<input type="checkbox"/> MS <input type="checkbox"/> DNMS Explanation (for DNMS):	
<b>Meets Standard:</b> The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to background checks of all applicable individuals (including staff and members of the charter community, where applicable).	
<b>Does Not Meet Standard</b> The school has failed to materially comply in the manner described above.	
<b>Description</b> (For full points, the school must be in compliance with all laws, regulations, ordinances and contractual conditions including the following.)	<b>Data Source</b> (Epicenter file used unless source is "School" or SPCSA)
1. The school timely obtained valid fingerprint clearance for all school employees which would have regular contact with children or with student data, all employees and volunteers of the charter school and all vendor employees situated or regularly on campus NRS 388A.515.	<ul style="list-style-type: none"> <li>Self-Certification and no adverse related finding in the financial audit.</li> </ul>
2. The charter school maintains up-to-date fingerprints of all Governing Body members as of the testing date NRS 388A.323.	<ul style="list-style-type: none"> <li>Self-Certification and no adverse related finding in the financial audit.</li> </ul>
3. All Governing Body members, after being appointed, have met the 10-day law regarding fingerprint submissions, pursuant to NRS 388A.323 Fingerprinting of members.	<ul style="list-style-type: none"> <li>Self-Certification and no adverse related finding in the financial audit.</li> </ul>

#### Indicator 5: School Environment (20 pts)

Charter schools must follow laws related to the school's physical plant and the health and safety of students and the charter community.

##### 5a. Facilities and Transportation

Authorizers should ensure that the school's physical plant is safe for occupancy as a school and that the school complies with laws related to the provision of transportation services.

<b>Measure 5a (10.0 pts)</b>
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<b>Is the school complying with facilities and transportation requirements?</b>	
<input type="checkbox"/> MS <input type="checkbox"/> DNMS Explanation (for DNMS):	
<p><b>Meets Standard:</b></p> <p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to the school facilities, grounds, and transportation, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Americans with Disabilities Act (ADA)</li> <li>• Fire inspections and related records (Epicenter)</li> <li>• Viable certificate of occupancy or other required building use authorization (Epicenter)</li> <li>• Documentation of requisite insurance coverage (Epicenter)</li> <li>• Student transportation (as applicable)</li> </ul> <p><b>Does Not Meet Standard</b></p> <p>The school has failed to materially comply in the manner described above.</p>	
<b>Description</b> <i>(For full points, the school must be in compliance with all laws, regulations, ordinances and contractual conditions including the following.)</i>	<b>Data Source</b> <i>(Epicenter file used unless source is "School" or SPCSA)</i>
1. The school has all required insurance coverages, did not have any interruption in insurance coverage during the fiscal year and provided evidence of updated insurance coverage to the sponsor immediately following receipt. (Insurance Requirements outlined in NAC 386.215)	<ul style="list-style-type: none"> <li>• Certificates of insurance</li> </ul>
2. The school meets all other requirements including Americans with Disabilities Act (ADA), Fire inspections and related records,	<ul style="list-style-type: none"> <li>• Fire Inspections, Certificate of Occupancy, insurance coverage</li> <li>• Viable certificate of occupancy or other required building use authorization,</li> <li>• Documentation of requisite insurance coverage,</li> <li>• All required transportation licenses received and current. (School)</li> </ul>
3. The school complies with its charter school application, any approved amendment, and NRS 386.790-386.845 regarding pupil transportation.	<ul style="list-style-type: none"> <li>• SPCSA<sup>6</sup></li> </ul>

### 5b. Health and Safety

Charter schools must meet state and federal health and safety requirements related to health services and food services, whether these services are provided by a Local Education Agency or contracted independently. Some charter schools, depending on their legal structures, may access additional health and/or safety services from traditional school districts.

<b>Measure 5b (10.0 pts)</b>
<b>Is the school complying with health and safety requirements?</b>
<input type="checkbox"/> MS <input type="checkbox"/> DNMS Explanation (for DNMS):

<sup>6</sup> SPCSA to work with NDE's office of Pupil Transportation and Emergency Management @ [http://www.doe.nv.gov/Pupil\\_Transportation/Home/](http://www.doe.nv.gov/Pupil_Transportation/Home/)

**Meets Standard:**

The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to safety and the provision of health-related services, including but not limited to:

1. Appropriate nursing services and dispensing of pharmaceuticals
2. Food service requirements
3. Other health and safety services, as applicable

**Does Not Meet Standard**

The school has failed to materially comply in the manner described above.

<b>Description</b> <i>(For full points, the school must be in compliance with all laws, regulations, ordinances and contractual conditions including the following.)</i>	<b>Data Source</b> <i>(Epicenter file used unless source is "School" or SPCSA)</i>
1. 1. Current fire, building, health and asbestos inspection documents and approvals, including the certificate of occupancy, have been submitted into Epicenter in compliance with <a href="#">NAC 388A.155</a> .	<ul style="list-style-type: none"> <li>• Epicenter Facility Management Folder</li> </ul>
2. The school complies with NRS 392.616 regarding establishment of a crisis and emergency response development committee. <ol style="list-style-type: none"> <li>a. Crisis/Emergency Response Plan Development <a href="#">NRS 388.243</a> <ol style="list-style-type: none"> <li>i. Annual Review - Development Committee <a href="#">NRS 388.245</a></li> <li>ii. Annual Review - School Committee <a href="#">NRS 388.249</a></li> </ol> </li> <li>b. Emergency Drill Report (Monthly Requirements - <a href="#">NRS 392.450</a>)</li> <li>c. Notification to Local Law Enforcement <a href="#">NRS 388A.363</a></li> </ol>	<ul style="list-style-type: none"> <li>• Crisis Response Management Plan,</li> <li>• Establishment of Committee for Crisis/Emergency, Emergency Management</li> </ul>
3. The school complies with <a href="#">NRS 388.243</a> regarding development of an emergency plan and <a href="#">NRS 388.245</a> regarding annual review and update of the plan for responding to a crisis or emergency, including uploading the plan to Epicenter and forwarding to the Department of Public Safety by the deadline.	<ul style="list-style-type: none"> <li>• Crisis Response Management Plan-</li> </ul>
4. The school complies with all other requirements including providing appropriate nursing services and dispensing of pharmaceuticals, food service requirements, and other health and safety services.	<ul style="list-style-type: none"> <li>• Self-Certification and no adverse finding.</li> </ul>

## Conclusion

The Organizational Performance Framework is designed to evaluate schools against existing requirements in law, rules, regulations, or charter contracts, not to create new requirements for schools. While schools are accountable for compliance with most existing requirements even without the Organizational Framework, this framework allows the SPCSA to transparently communicate the primary areas for compliance through one document.

## Collecting Evidence and Evaluating Schools on the Organizational Performance Framework

Some measures in the Organizational Framework require periodic monitoring to ensure compliance, while others can be analyzed annually or through reports submitted directly to the authorizer. Others still may only require a self-certification, an assurance, of compliance by the charter school board and may require follow up if concerns are raised.

Due to the complexity in verifying compliance with some metrics, evidence of compliance may be determined only after the collection and analysis of multiple data points. For example, the SPCSA may periodically evaluate whether a school is compliant with special-education requirements by gathering evidence through multiple sources at different points in the school year (e.g., the SPCSA may annually verify compliance by review of special-education audits conducted by the State Education Agency as well as through site visit observations and analysis of school records).

The sections below outline common ways the SPCSA will collect data to evaluate charter schools' organizational performance, beginning with the least intensive approach. The SPCSA will always revert to the least intensive approach and escalate only where absolutely necessary when staff capacity and/or concerns warrant a different approach.



**Assurance of compliance by the charter board**

The Organizational Framework provides a space for the SPCSA to report any credible cases of noncompliance in areas where it may not routinely evaluate the school. The SPCSA will require that the school maintain a file of official assurance of compliance by the charter school board. This documentation by the charter board provides an assurance to the SPCSA that the board is aware of its legal obligations to the organization. The charter school board should approve this document annually. Accompanying this assurance should be evidence of compliance or direct reference to evidence (e.g., reference to board minutes or policies, reference to school procedures, or certificates). The assurance and evidence could be organized in a file or binder that the authorizer can access upon request.

The SPCSA will review files when deemed necessary (e.g., the SPCSA may review this report and request follow-up information on some measures should there be questions or concerns).

The SPCSA may require that the charter school board assure that it is compliant with employment law. Evidence of compliance would include an assurance and would be verified annually by the authorizer; in this case, compliance would be assumed unless determined otherwise. A complaint to the SPCSA may warrant more direct review or investigation of an issue, but the burden of providing evidence of compliance lies with the charter school board that has assured compliance to the authorizer.

**Required reporting**

The SPCSA requires that the charter school verify and certify compliance, in which case evidence of compliance would be at the disposal of the SPCSA for reference during monitoring. For example, the SPCSA may require that the charter school submit a list of teachers' proof of credentials on an annual basis. The SPCSA is passionate that schools act well to provide high quality educations to Nevada's children and focus maximum resources towards this vision.

The SPCSA also understands that excessive required reports may be burdensome on both the school and SPCSA and could cause the SPCSA to spend more time and resources monitoring reporting requirements than evaluating the school's performance outcomes.

To prevent unnecessary burden on both parties, while upholding its regulatory responsibilities, the SPCSA has established a calendar of required reports within a manual to clearly communicate regular reporting deadlines to its charter schools. The calendar outlines which reports the SPCSA requires, the form the reports should take, and the point(s) in the year when reports are due to the authorizer.

**Third-party reviews**

Another way to verify compliance is to seek reviews from a third-party reviewer (e.g., the SPCSA may rely on the special-education division of the State Education Agency for part of their assessment of compliance with special-education laws). This allows for the SPCSA to access expert opinions while at the same time reducing redundancy in review and evaluation of the school, which could tend to lower charter school autonomy.

Another form of third-party review could be the hiring of a consultant with the necessary expertise to verify compliance. If the SPCSA through initial review or from efforts to confirm complaints observes issues of potential noncompliance the SPCSA will work with the school to resolve the issue or award points accordingly.

**Observed practice**

The SPCSA may verify compliance for certain measures in the Organizational Framework through direct observation. For example, the SPCSA may observe mandatory state assessments to ensure compliance with required procedures.

**Investigations**

At times the SPCSA may receive complaints or assertions from individuals that a school is not in compliance. In most cases, the SPCSA will generally refer the complainant to the charter school board, which is responsible for investigating such cases. However, from time to time the SPCSA may receive complaints that it must investigate directly, especially if the complaint is a major infraction (e.g., school leadership is accused of cheating on state assessments) or if it involves the charter school board (e.g., accused violations of open meeting law). In some instances, the SPCSA itself may be required by law to take action or notify appropriate authorities, including the State Education Agency, of its findings. The Organizational Framework ratings process may consider information gleaned from investigations conducted by the SPCSA.

**Ongoing Organizational Performance Framework Monitoring**

The Organizational Performance Framework is meant to evaluate a school's compliance with existing requirements and to consider organizational processes only to the extent that they are mandated by law, rules, or regulations. However, even though many educational or organizational process measures may not be appropriate for performance-based

accountability, they retain a critical place in school oversight. Authorizers can use process-related information gained from site visits and other means for several purposes, including:

- Monitoring schools that may not yet have sufficient outcome or compliance data
- Determining the degree to which issues reflected in the Performance Framework are systemic
- Providing supplemental information for high-stakes decisions

## Annual Reporting

Each year and at the time of renewal, the SPCSA will report on the findings of its evaluation of the school's performance against organizational expectations. This report will clearly demonstrate to both charter schools and the public how each school has performed on the OPF. The annual report acts as an important tool to notify schools of their strengths and areas for improvement so that schools understand where they need to improve and are not surprised by intervention, revocation, or non-renewal. The report also gives transparency to charter school accountability and provides important information about charter school quality to the public as a whole, but in particular to students and families who are searching for a high-quality school. The annual report also provides an opportunity for the SPCSA to document the school's shortcomings, should it need evidence of systemic issues with organizational effectiveness as a reason for recommending closure.

## Intervention

The Intervention policy and procedures implemented by the SPCSA are contained in the SPCSA [Charter School Performance Framework](#) which should be consulted for questions regarding this matter.

## High-Stakes Decision Making

The OPF is one of the primary tools for making high-stakes decisions, such as renewal, non-renewal, closure, or replication. The SPCSA will consider the collective record of a school's academic, financial, and organizational performance when making high-stakes decisions, though academic performance will be the most important factor in most decisions. Regardless of the point in the life of the charter, whether during an interim review or at the time of renewal, schools that have multiple occurrences where they fall below the standards may be considered for non-renewal or revocation. At the end of a charter term, the SPCSA will analyze both static and trend data related to the organizational performance using the Performance Framework. It is important to analyze whether the school's performance in any one area is trending upward or downward, as that may impact both intervention and renewal decisions.

## Updates

The SPCSA reserves the right to add/remove/edit additional obligations from time to time as it deems fit to achieve its mission to improve and influence public education in Nevada. Should changes to measures need to be made, or if additional measures needed to be added, SPCSA staff will bring those to the Authority for final approval. Non-substantive updates, such as updating statutes to reflect recent changes in law or regulation, may be done without Authority approval.



**Nevada State Public Charter School Authority (SPCSA)  
Organizational Performance Framework  
Appendix A**

*(Paste language and table below to school letterhead and complete)*

**School Board Certification of Compliance  
with the Organizational Performance requirements of the SPCSA  
For the 20\_\_ to 20\_\_ School Year**

The Board of the \_\_\_\_\_ (school) certifies to the State Public Charter School Authority (SPCSA) that it has reviewed, verified and, in a school board meeting, certified the compliance of its charter school to the requirements described in the SPCSA Organizational Compliance Technical Guide. The Board further certifies the school, to the best of our knowledge, and except as described below, has been in compliance with all applicable federal, state and local laws, regulations and ordinances as well as with its obligations through its charter contract with the SPCSA , from the start of the school fiscal year and throughout the school fiscal and educational year.

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Board title (Chair or Vice Chair)

List open noncompliance issues below with remediation status.

	<b>Compliance open issue</b>	<b>Remediation Status</b>
1.		
2.		
3.		

Nevada State Public Charter School Authority (SPCSA)  
Organizational Performance Framework  
**Appendix B**

## SPCSA Organizational Performance Ratings Scorecard

For the \_\_\_\_\_, a SPCSA Public Charter School

For School Year Ending \_\_\_\_\_

Date \_\_\_\_\_

A “No” in any subsection does not necessarily result in a failing score for a that subsection, the greater section or the entire questionnaire. Points may be awarded ranging from 0 to the maximum shown for the indicator below. An overall score of 80 points (80%) is required for a Meets Standards Rating.

### Indicator Point Breakdown

	Category	Points Possible	Points Earned	% Earned
1	Education Program	20		
2	Financial Management and Oversight	20		
3	Governance and Reporting	20		
4	Students and Employees	20		
5	School Environment	20		
	<b>Total</b>	<b>100</b>		

*(MS = Meets Standards ; DNMS = Does Not Meet Standards)*

### Indicator 1: Education Program (20 pts)

	Rating		Notes
	MS	DNMS	
<b>Measure 1a (0 to 5 pts)</b>			
Is the school implementing the material terms of the education program as defined in the current charter contract?			
<b>Measure 1b (0 to 5 pts)</b>			
Is the school complying with applicable education requirements?			
<b>Measure 1c (0 to 5 pts)</b>			
Is the school protecting the rights of students with disabilities?			

<b>Measure 1d (0 to 5 pts)</b>			
Is the school protecting the rights of English Language Learner (ELL) students?			

(MS = Meets Standards ; DNMS = Does Not Meet Standards)

### Indicator 2: Financial Management and Oversight (20 pts)

	Rating		Notes
	MS	DNMS	
<b>Measure 2a (0 to 5 pts)</b>			
Is the school meeting financial reporting and compliance requirements?			
<b>Measure 2b (0 to 5 pts)</b>			
Is the school following Generally Accepted Accounting Principles (GAAP)?			
<b>Measure 2c (0 to 5 pts)</b>			
Is the school using the chart of accounts prescribed by the Department?			
<b>Measure 2d (0 to 5 pts)</b>			
Is the school meeting grant subrecipient compliance requirements?			

(MS = Meets Standards ; DNMS = Does Not Meet Standards)

### Indicator 3: Governance and Reporting (20 pts)

	Rating		Notes
	MS	DNMS	
<b>Measure 3a (0 to 6.7 pts)</b>			
Is the school complying with governance requirements?			
<b>Measure 3b (0 to 6.7 pts)</b>			
Is the school holding management accountable?			
<b>Measure 3c (0 to 6.7 pts)</b>			
Is the school complying with reporting requirements?			

(MS = Meets Standards ; DNMS = Does Not Meet Standards)

**Indicator 4: Students and Employees (20 pts)**

	Rating		Notes
	MS	DNMS	
<b>Measure 4a (0 to 3.3 pts)</b>			
Is the school protecting the rights of all students?			
<b>Measure 4b (0 to 3.3 pts)</b>			
Is the school meeting attendance goals?			
<b>Measure 4.c (0 to 3.3 pts)</b>			
Is the school meeting recurrent enrollment requirements?			
<b>Measure 4d. (0 to 3.3 pts)</b>			
Is the school meeting teacher and other staff credentialing requirements?			
<b>Measure 4e (0 to 3.3 pts)</b>			
Is the school complying with laws regarding employee rights?			
<b>Measure 4f (0 to 3.3 pts)</b>			
Is the school completing required background checks?			

*(MS = Meets Standards ; DNMS = Does Not Meet Standards)*

**Indicator 5: School Environment (20 pts)**

	Rating		Notes
	MS	DNMS	
<b>5.a. Facilities and Transportation</b>			
<b>Measure 5a (0 to 10.0 pts)</b>			
Is the school complying with facilities and transportation requirements?			
<b>Measure 5b (0 to 10.0 pts)</b>			
Is the school complying with health and safety requirements?			

*(MS = Meets Standards ; DNMS = Does Not Meet Standards)*

The SPCSA reserves the right to add/remove/edit additional obligations from time to time as it deems fit to achieve its mission to improve and influence public education in Nevada. Should changes to measures need to be made, or if additional measures needed to be added, SPCSA staff will bring those to the Authority for final approval. Non-substantive updates, such as updating statutes to reflect recent changes in law or regulation, may be done without Authority approval.

# Nevada State Public Charter School Authority (SPCSA) Organizational Performance Framework Appendix C

## SPCSA Organizational Performance Ratings

For the (EXAMPLE), a SPCSA Public Charter School

For School Year Ending \_\_\_\_\_

Date \_\_\_\_\_

A “No” in any subsection does not necessarily result in a failing score for a that subsection, the greater section or the entire questionnaire. Points may be awarded ranging from 0 to the maximum shown for the indicator below. An overall score of 80 points (80%) is required for a Meets Standards Rating.

### Ratings Breakdown (EXAMPLE)(Meets Standards >= 80%)

	Category	Points Possible	Points Earned	% Earned
1	Education Program	20	20	100%
2	Financial Management and Oversight	20	18	90%
3	Governance and Reporting	20	15	75%
4	Students and Employees	20	20	100%
5	School Environment	20	20	100%
	<b>Total</b>	<b>100</b>	93%	93%



# State Public Charter School Authority Charter School Financial Performance Framework Technical Guide

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## **Acknowledgment**

This workbook was developed in consortium by the Clark County School District Office of Charter Schools and the State Public Charter School Authority

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## **Introduction: Core Financial Performance Framework Guidance**

The Financial Performance Framework is intended as a starting point for charter school sponsors to adopt and to evaluate a charter schools' financial well-being, health and performance as part of ongoing monitoring and the renewal decision making process. Charter schools have the autonomy to manage their finances consistent with state and federal law; however, sponsors must ensure that the schools they sponsor are financially stable. In the process of renewing or not renewing a charter school, sponsors must determine whether the school is not only academically and organizationally sound, but also financially viable.

The Financial Performance Framework provides sponsors a tool to identify schools currently in, or trending towards, financial difficulty and to proactively evaluate and address the problem. The guidance aligns with NACSA's Principles & Standards for Quality Charter School Authorizing (2012), which states that sponsors should, through a Performance Framework, set clear expectations for "financial performance and sustainability." The Financial Performance Framework was created after a review of model sponsor practices, charter school lender guidance, and expertise in the field. While the framework does not specifically mirror any single source, it was created to provide a clear picture of a school's past financial performance, current financial health, and potential financial trajectory.

## **Framework Structure**

The Financial Performance Framework gauges both near-term financial health and longer-term financial sustainability. The framework includes indicators, measures and metrics. Targets and ratings are established by the individual sponsors.

It is designed to work with accrual-based information. Using modified accrual-based information should be avoided and may result in errant ratings. The Government-Wide or School-Wide Financial Statements are accrual based and consist of the Statement of Net Position and the Statement of Activities. The modified accrual statements include the Balance Sheet and the Statement of Revenues, Expenditures and Changes in Fund Balances. These latter two statements may include the words Government Funds in their titles.

The Authority may still need to work with a school in the financial area, where law or regulations require, even if the school achieves Meets Standards ratings in this framework.

## Ratings and their Significance

The Financial Performance Framework facilitates rating a school's financial health by measuring the eight generally accepted areas of measurement of the financial health of a school as described in this technical guide. The eight measures gauge both near-term financial health and longer-term financial sustainability.

If the results of all eight measures meet standards then the school would receive a Meets Standards rating regarding its Financial Performance and health. If a school does not achieve a Meets Standards rating for all eight measures, it may be subject to further review by the charter school authority, a request for a plan of remediation or other action.

Poor financial performance measure ratings may trigger a Notice of Concern or a Notice of Breach. A Notice of Concern is sent to all charter schools whose financial framework profile results in at least one indicator scoring at "Falls Far Below Standard" or at least three indicators at "Does Not Meet Standard."

Continued or significant evidence of materially weak financial performance observed through ongoing oversight, and/or failure to make substantial progress towards remedying previously-identified concerns may result in further escalation within the intervention ladder, including a Notice of Breach or a Notice of Intent to Terminate.

## Indicators

The Financial Performance Framework includes two indicators, or general categories, used to evaluate a schools' financial performance.

### 1. Near-Term

The portion of the framework that tests a school's near-term financial health is designed to predict the school's financial position and viability in the upcoming year. Schools meeting the desired standards demonstrate a low risk of financial distress for the coming year. Schools that fail to meet the standards may currently be experiencing financial difficulties and/or are at risk for financial hardship in the near term. These schools may require additional review and immediate corrective action on the part of the sponsor.

### 2. Sustainability

The framework also includes longer-term financial sustainability measures and is designed to predict a school's financial position and viability over time. Schools that meet the desired standards demonstrate a low risk of financial distress in the future. Schools that fail to meet the standards may be at risk for financial hardship in the future.

The Authority also requires schools to submit quarterly financial statements and other financial and enrollment related information so the Authority and the state can monitor the financial health and well-being of its charter schools.

## SECTION 1

### NEAR TERM MEASURES



## Near Term Measure 1 - Current Ratio

Purpose - The current ratio depicts the relationship between a school’s Current Assets and Current Liabilities. In addition, the Current Ratio is a financial ratio that measures the extent to which a school has enough resources to pay its debts over the coming 12 months. It compares a school's Current Assets to its Current Liabilities.

What is the formula?

$$\frac{\text{Total Current Assets}}{\text{Total Current Liabilities}} = \text{Current Ratio}$$

Data source(s):

- Statement of Net Position

### ABC Academy Example

$$\frac{\text{Total Current Assets}}{\text{Total Current Liabilities}} = \frac{\$197,115}{\$95,382} = 2.07 \text{ Current Ratio}$$

Current Ratio is greater than or equal to ( $\geq$ ) 1.1

Meets Standard

What is the metric used to determine school status?

#### Near Term Measure - Current Ratio

##### Current Assets / Current Liabilities

##### Meets Standard:

Current Ratio is greater than or equal to ( $\geq$ ) 1.1.

Or

Current Ratio is greater than or equal to ( $\geq$ ) 1.0 and less than ( $<$ ) 1.1 and one-year trend is positive.

**Note:** For schools in their first or second year of operation, the Current Ratio must be greater than or equal to ( $\geq$ ) 1.1.

##### Does Not Meet Standard:

Current Ratio is greater than or equal to ( $\geq$ ) 0.9 and less than ( $<$ ) 1.0.

Or

Current Ratio is greater than or equal to ( $\geq$ ) 1.0 and less than ( $<$ ) 1.1 *and* one-year trend is negative.

##### Falls Far Below Standard:

Current Ratio is less than ( $<$ ) 0.9.

## Near Term Measure 2 - Unrestricted Days Cash-On-Hand Ratio

Purpose - The Unrestricted Days Cash-On-Hand (UDCOH) ratio indicates how many days a school can pay its operating expenses without an inflow of cash. National standards state 60-120 days of cash-on-hand is considered a model practice.

What is the formula?

$$\frac{\text{Annual Expense} - \text{All Noncash Expenses}}{365 \text{ Days}} = \text{Average Daily Expense}$$

$$\frac{\text{Unrestricted Cash and Equivalents}}{\text{Average Daily Expense}} = \text{Unrestricted Days Cash On Hand}$$

Data source(s):

- Statement of Net Position
- Statement of Activities
- Notes to the audited financial statements or supplementary information

### ABC Academy Example

Formula used to determine the Average Daily Expense

$$\$1,173,620 - \$10,000 = \frac{\$1,163,620}{365 \text{ Days}} = \$3,188 \text{ Average Daily Expense}$$

Formula used to determine Unrestricted Days of Cash-On-Hand Ratio

$$\frac{\$245,528}{\$3,188} = 77 \text{ Days}$$

60 or more days of cash

Meets Standard

What is the metric used to determine school UDCOH status?

<b>Near Term Measure - Unrestricted Days Cash-On-Hand Ratio</b>
<b>Average Daily Expenses: (Total Annual Expenses – Annual Depreciation - Amortization) /365</b>
<b>Unrestricted Days Cash-On-Hand: Unrestricted Cash and Equivalents / Average Daily Expense</b>
<p><b>Meets Standard:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Unrestricted Days of Cash On Hand (UDCOH) 60 days or more.</li> <li><input type="checkbox"/> Exceptions for schools in year one or two of their original contract term: <ul style="list-style-type: none"> <li>○ Original Contract, Year 1 schools: 15 days or more</li> <li>○ Original Contract, Year 2 schools: 30 days or more</li> <li>○ Original Contract, Year 3 + schools: 60 days or more</li> <li>○ All schools—including schools in their original contract term—showing operating deficits will be held to the normal 60-day standard.</li> </ul> </li> </ul>
<p>Or</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Greater than or equal to (<math>\geq</math>) 30 and less than (<math>&lt;</math>) 60 UDCOH <i>and</i> one-year trend is positive. A negative trend may still support a Meets Standard rating with adequate supporting documentation<sup>1</sup> from the school of a school board planned and approved cash reduction.</li> </ul> <p><b>Does Not Meet Standard:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Days of cash is greater than or equal to (<math>\geq</math>) 15 and less than (<math>&lt;</math>) 30 days, except for original contract term first or second year schools.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Days of cash is greater than or equal to (<math>\geq</math>) 30 and less than (<math>&lt;</math>) 60 UDCOH, <i>and</i> one-year trend is negative. A negative trend may still support a Meets Standard rating with adequate supporting documentation from the school of a school board planned and approved cash reduction.</li> </ul> <p><b>Falls Far Below Standard:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Less than (<math>&lt;</math>) 15 days cash, regardless whether school is in its original contract term.</li> </ul>

### Near Term Measure 3 - Enrollment Variance

Purpose - Enrollment variance tells sponsors whether or not the school is meeting its enrollment projections, thereby generating sufficient revenue to fund ongoing operations.

---

<sup>1</sup> An example of adequate documentation could be copies of the school’s governing board Minutes from a year or two earlier approving a plan and decision to accumulate cash in order to deploy it in the acquisition of a campus and it being reasonably apparent that the cause of the negative trend was the approved, planned use of the cash.

What is the formula?

$$\frac{\text{Actual Enrollment}}{\text{Projected Enrollment}} = \text{Percent Enrollment Variance}^2$$

Data source(s):

- School enrollment reports submitted upon SPCSA/NDE request
- Actual Enrollment = Certified Count Day (Annually, October 1) enrollment
- Projected Enrollment = Charter school board-approved budgeted enrollment (Final or Amended Budget approved by school board and submitted to NDE and SPCSA for June 8 deadline)

*ABC Academy Example*

$\frac{\text{Actual Enrollment}}{\text{Projected Enrollment}} = \frac{225}{210} = \mathbf{107\% \text{ Enrollment Variance}}$

Enrollment variance equals or exceeds 95% in the most recent year. Charter schools with enrollment Variance less than 95% or greater than or equal to 110% of Projected Enrollment must check with the authority as they may be required to submit a Request For Amendment of their Charter Contract for changes of this magnitude.

Meets Standard

What is the metric used to determine school status?

<b>Near Term Measure - Enrollment Variance</b>
<b>Actual Enrollment / Projected Enrollment</b>
<p><b>Meets Standard:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Enrollment variance is greater than or equal to (<math>\geq</math>) 95% in the most recent completed year.</li> <li><input type="checkbox"/> For schools in their <i>original</i> contract term, not operating with a deficit, variance equals or exceeds:                             <ul style="list-style-type: none"> <li><input type="checkbox"/> o Year 1: 90.0%;</li> <li><input type="checkbox"/> o Year 2: 92.5%;</li> <li><input type="checkbox"/> o Year 3+: 95%.</li> </ul> </li> <li><input type="checkbox"/> For schools operating at a deficit, enrollment variance equals or exceeds:                             <ul style="list-style-type: none"> <li><input type="checkbox"/> o 95% accuracy in the most recent year</li> </ul> </li> </ul> <p><b>Does Not Meet Standard:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Enrollment variance is greater than or equal to (<math>\geq</math>) 85% but less than (<math>&lt;</math>) 95% in the most recent year.</li> </ul>

<sup>2</sup> In traditional finance, variance is calculated as the difference between actual and budgeted results and the amount of this difference is divided by the budgeted amount. Nevertheless, the above approach is used in the Education sector. Actual results divided by Projected results achieve the purpose of this variance measure.



**Falls Far Below Standard:**

- Enrollment variance is less than 85% in the most recent year.

**Near Term Measure 4 – Debt (or lease) Default**

Purpose - The debt (or lease) default indicator addresses whether or not a school is meeting its loan or lease obligations or is delinquent with its debt service payments. Notes from the audited financial statements are used as the source of data. *In most cases this will not be applicable for charter schools that do not have an outstanding loan.*

What is the indicator?

Sponsors may consider a school in default only when the charter school is not making payments on its debt, or when it is out of compliance with other requirements in its debt covenants.

Data source(s):

- Statement of Net Position
- Notes to the audited financial statements.

*ABC Academy Example*

ABC Academy’s notes to the audited financial statements indicate that the school is not making payments on its debt, or it is out of compliance with other requirements in its debt covenants.

- Falls Far Below Standard

What is the metric used to determine school status?

<b>Near Term Measure - Debt Default</b>
<b>Notes to the audited financial statements.</b>
<p><b>Meets Standard:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> School is not in default of loan covenant(s) and is not delinquent with debt service payments.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> School does not have an outstanding loan.</li> </ul> <p><b>Does Not Meet Standard:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Not Applicable.</li> </ul> <p><b>Falls Far Below Standard:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> School is in default of loan covenant(s) or is delinquent with debt service payments.</li> </ul>

## SECTION 2

### SUSTAINABILITY MEASURES



### Sustainability Measure 1 – Total Margin and Aggregated Three-Year Total Margin<sup>3</sup>

Total Margin measures the surplus or deficit a school generates from its total revenues less its expenses. It indicates whether the school is operating within its available resources. The measurement looks at each year—as well as—, where calculable, the school’s aggregated three-year margin performance.

Nevada law and regulation prohibit deficit spending. A negative margin may mean a school is out of compliance with Nevada law, the Financial Performance Framework and the Organizational Performance Framework.

What is the formula?

*Total Three Year Revenue - Total Three Year Expenditures = **Three Year Net Surplus/Deficit***

$$\frac{\textit{Total Three Year Net Surplus}}{\textit{Total Three Year Revenues}} = \textit{Aggregated Three Year Total Margin}$$

*Current Year Total Margin*

$$\frac{\textit{Current Year Net Surplus}}{\textit{Current Year Total Revenue}} = \textit{Current Year Total Margin}$$

Data source(s):

- Three years of Statements of Activities with the most recent year counting as year 3 and the earliest (and oldest) of the three years counting as year 1.

#### *ABC Academy Example*

Revenue Year One = \$700,000, Year Two = \$750,000, Year Three = \$775,000  
 Expenditures Year One = \$704,000, Year Two = \$746,000, Year Three = \$770,000

Formula used to determine the total Three-Year Net Surplus (Deficit)

Year 1: \$700,000 - \$704,000 = -4,000 (-.57%)

Year 2: \$750,000 - \$746,000 = 4,000 (.53%)

Year 3: \$775,000 - \$770,000 = 5,000 (.65%)

**-\$4,000 + \$4,000 + \$5,000 = \$5,000 Aggregated Three Year Net Surplus**

<sup>3</sup> For purposes of this rating, adjusting net surplus for expenses related to an increase in Net Pension Liability is appropriate.

Formula used to determine the total Three Year Revenue

$$\$700,000 + \$750,000 + \$775,000 = \mathbf{\$2,225,000 \text{ Three Year Revenue}}$$

Formula used to determine the Aggregated Total Margin

$$\frac{\$5,000}{\$2,225,000} = .225\% \mathbf{\text{ Aggregated Three Year Total Margin}}$$

Most recent Total Margin is positive and, where calculable, the aggregated three-year Total Margin is positive.

Meets Standard

What is the metric used to determine school status?

**Sustainability Measure - Total Margin**

**Current Year Total Margin: Current Year Net Surplus / Current Year Total Revenue**

**Aggregated Total Margin: Total Three-Year Net Surplus / Total Three-Year Revenues**

**Meets Standard:**

The most recent year Total Margin is positive. The Aggregated Three-Year Total Margin, when calculable, is also positive.

**Does Not Meet Standard:**

Aggregated Three-Year Total Margin, when calculable, is negative **or** the most recent year Total Margin is negative.

**Falls Far Below Standard:**

Aggregated Three-Year Total Margin is negative **and** most recent year Total Margin is negative.

**Note:** For schools in their first or second year of operation, substitute the “Aggregated Three-year Total Margin” with the “Total Margin.”

### Sustainability Measure 2 - Debt to Asset Ratio

Purpose - The Debt to Asset Ratio measures the amount of debt a school owes compared to the assets they own; it measures the extent to which the school relies on borrowed funds to finance operations. A Debt to Asset Ratio greater than 1.0 indicates a school has more debt than it has assets to pay off said debt. It is a generally accepted indicator of potential long-term financial issues, as the organization owes more than it owns, reflecting a risky financial position. A ratio less than 0.9 indicates a financially healthy balance sheet, both in the assets and liabilities, and with the balance in the Net Position, or equity, account.

What is the formula?

$$\frac{(Total Liabilities - Net Pension Liabilities)}{Total Assets} = Debt to Asset Ratio$$

Data source(s):

- Statement of Net Position
- Net Pension Liability balance information
- Confirmation that employer contribution expenses are not backed out from Statement of Activities

#### ABC Academy Example

$\frac{\text{Total Liabilities}}{\text{Total Assets}} = \frac{\$12,000}{\$20,000} = \mathbf{0.60 Debt to Asset Ratio}$ <p>Debt to Asset Ratio is less than (&lt;) 0.90</p> <p><input checked="" type="checkbox"/> Meets Standard</p>
--

What is the metric used to determine school status?

Sustainability Measure - Debt to Asset Ratio
Total Liabilities / Total Assets
<p><b>Meets Standard:</b></p> <p><input type="checkbox"/> Debt to Asset Ratio is less than (&lt;) 0.90.</p> <p><b>Does Not Meet Standard:</b></p> <p><input type="checkbox"/> Debt to Asset Ratio is greater than or equal to (&gt;=) 0.90 and less than or equal to (&lt;=) 1.0.</p> <p><b>Falls Far Below Standard:</b></p> <p><input type="checkbox"/> Debt to Asset Ratio is greater than (&gt;) 1.0.</p>

### Sustainability Measure 3 – Cash Flow

Purpose - The Cash Flow measure compares changes in a school’s end of year cash balances for cash balance growth as a sign of a school’s financial health and well-being.

The “Total Cash” balances include the unrestricted and the restricted cash balances. The measurement reviews most recent year and, where applicable, prior year cash balances.

What is the formula?

For all most recent years where the information is calculable:

*Year 3 Total Cash - Year 1 Total Cash = **Multi-Year Cash Flow***

*Year 2 Total Cash - Year 1 Total Cash = **One Year Cash Flow***

Data sources:

- Three most recent years of Statement of Net Position (Assets: cash)--with year 3 being the most recent year and year 1 being the earliest or oldest year for which the annual financial report has been presented.

#### ABC Academy Example

Year 1 (Y1) = \$38,000, Y2 = \$40,000, Y3 = \$42,000 in cash balances.

(Y3-Y1) \$42,000 - \$38,000 = **\$4,000 Cash Flow increase**

(Y3-Y2) \$42,000 - \$40,000 = **\$2,000 Cash Flow increase**

Cash Balances grew every year for the most recent years measurable.

Meets Standard

#### Sustainability Measure - Cash Flow

**Multi-Year Cash Flow = Year 3 (most recent year) Total Cash - Year 1 Total Cash**

**One Year Cash Flow = Year 3 Total Cash -Year 2 (prior year) Total Cash**

#### Meets Standard:

Y3-Y1 Cash Flow and cash balances (multi-year cash flow), where calculable, are positive. The most recent year Cash Flow is positive. Or,

For schools in their original contract term, year 1 and year 2 schools, all years have a positive cash flow. In year 1, for a school in its original term, the year 0 balance is assumed to be zero.

#### Does Not Meet Standard:

Multi-year cash flow, where calculable, is negative or the most recent year cash flow is negative.

#### Falls Far Below Standard:

- Multi-year cash flow, where calculable, is negative *and* the most recent year cash flow is negative.

**Notes:**

1. A rating within this section may be adjusted for large capital investments resulting in cash balance declines-- only for schools not showing an operating deficit.
2. A school may Meet Standards even with a cash balance decline based upon the supporting documentation provided by the school, such as copies of school board approved minutes evidencing a facility acquisition plan which would draw down cash balances and the cash balance decline was a result of the approved spending plan.

### Sustainability Measure 4 – Debt or Lease Service Coverage Ratio<sup>4</sup>

Purpose - The Debt or Lease Service Coverage Ratio indicates a school's ability to cover its debt or long-term lease obligations. *In most cases this will not be applicable for charter schools that do not have an outstanding facility loan or lease(s).* This ratio measures the degree to which a school can pay facility principal and interest due or lease payments based on the current year's net income and available cash. Depreciation expense and Amortization are added back to the net income because they are non-cash transactions. This means they are accounting transactions where no cash leaves the organization for that account name. They do not affect a school's ability to service its debt. The interest expense is added back to the net income to show the before-interest-expense available balance. It is also added to the denominator.

What is the formula?

$$\frac{\text{Net Income} + \text{Depreciation} + \text{Interest Expense}}{\text{Annual Principal} + \text{Interest Payments}} = \text{Debt Service Coverage Ratio}$$

Data source(s):

- Statement of Net Position
- Statement of Activities
- Notes to the audited financial statements or supplementary information

#### *ABC Academy Example*

School obtains two year loan of \$175,000 for facility renovations (\$85,753 per year).  
Formula used to determine the ratio indicating if the school can afford the loan.

<sup>4</sup> For purposes of this rating, adjusting net surplus for expenses related to an increase in Net Pension Liability is appropriate.

$$\frac{\$100,000 + \$2,000 + \$5,439}{\$85,753 + \$5,439} = \frac{\$107,439}{\$91,192} = \mathbf{1.18 \text{ Debt Service Coverage Ratio}}$$

Debt (or long-term Lease) Service Coverage Ratio is equal to or exceeds 1.10.

Meets Standard

What metric is used to determine the school’s DSCR or LSCR level and rating?

**Sustainability Measure - Debt (and/or medium/long-term Lease) Service Coverage Ratio**

See formula above

**Meets Standard:**

Debt or long-term Lease Service Coverage Ratio (DSCR or LSCR) is greater than or equal ( $\geq$ ) 1.10.

Or

School does not have an outstanding loan or long-term lease.

**Does Not Meet Standard:**

Debt or long-term Lease Service Coverage Ratio is less than ( $<$ ) 1.10.

**Falls Far Below Standard:**

Not Applicable



## Glossary: Terms Used in the Financial Performance Framework

**Accrual (or Full Accrual) Accounting:** Method of accounting that records revenues and expenses when they are incurred, regardless of when cash is exchanged. A school acquiring a facility may show their annual “mortgage” payments under this approach but not the full cost of the facility as an expenditure on a financial statement in one of their annual reports. School-wide, classified as accrual, financial statements include: Statement of Net Position, Statement of Activities. *See also Modified Accrual.*

**Annual Expenses:** The yearly total of payments of cash or incurrence of a liability for the purpose of acquiring assets, or services or settling losses.

**Assets:** A probable future economic benefit obtained or controlled by a particular entity as a result of past transactions or events. These economic resources can be tangible or intangible. Assets might be financial in nature (like cash and accounts receivable) or nonfinancial (like buildings and equipment).

**Audit:** A systematic collection of the sufficient, competent evidential matter needed to attest to the fairness of management’s assertions in the financial statements or to evaluate whether management has efficiently and effectively carried out its responsibilities. The auditor obtains this evidential matter through inspection, observation, inquiries, and confirmations with third parties. Refer to Compliance Audit, Corrective Action Plan, Financial Audit, Performance Audit, and Single Audit.

**Balance Sheet:** A financial statement that discloses the assets, liabilities, and equities of an entity at a specified date in conformity with generally accepted accounting principles (GAAP). Also, referred to as the Statement of Financial Position or Statement of Net Assets (not to be confused with Statement of Net Position, see below).

**Basis of Accounting:** The methodology and timing of when revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements. Refer to Accrual Basis, Modified Accrual Basis, and Cash Basis.

**Cash Basis:** A basis for accounting whereby revenues are recorded only when received and expenses are recorded only when paid, without regard to the period in which they were earned or incurred.

**Cash Flow:** Cash receipts minus cash disbursements from a given operation or fund for a given period of time.

**Changes in Net Position:** The difference between the net balance from one accounting period to the next.

**Consultant:** An independent individual or entity contracting with an agency to perform a personal service or render an opinion or recommendation according to the consultant's methods and without being subject to the control of the agency except as to the result of the work. The agency monitors progress under the contract and authorizes payment.

**Current Assets:** Resources that are available, or can readily be made available, to meet the cost of operations or to pay current liabilities.

**Current Liabilities:** Obligations that are payable within one year from current assets or current resources.

**Current Ratio:** A financial ratio that measures whether or not an organization has enough resources to pay its debts over the next 12 months. It compares a firm's current assets to its current liabilities and is expressed as follows:  $\text{current ratio} = \text{current assets} \div \text{current liabilities}$ .

**Debt:** An obligation resulting from the borrowing of money or from the purchase of goods and services. Debts include bonds, accounts payable, and other liabilities. Refer to Bonds Payable, Accounts Payable, Liabilities, Long-Term Obligations, and General Long-Term Obligations.

**Debt Service:** The cash that is required for a particular time period to cover the repayment of interest and principal on a debt. Debt service is often calculated on a yearly basis.

**Debt Service Coverage Ratio:** Also known as "debt coverage ratio," is the ratio of cash available for debt servicing to interest, principal, and lease payments.

**Debt Service Default:** Occurs when the borrower has not made a scheduled payment of interest or principal.

**Debt to Asset Ratio:** A financial ratio that measures the proportion of an organization's assets that are financed through debt. It compares an organization's total assets to its total liabilities and is measured by dividing the total liabilities by the total assets. If the ratio is less than one, most of the organization's assets are financed through equity. If the ratio is greater than one, most of the organization's assets are financed through debt.

**Deficit:** Schools are not authorized to have expenses in excess of appropriations and should budget accordingly to always operate with a surplus of revenue over expenses.

**Depreciation:** The systematic and rational allocation of the cost of an asset over its useful life.

**Financial Accounting Standards Board (FASB):** FASB is the independent, private-sector, not-for-profit organization that establishes financial accounting and reporting standards for public and

private companies and not-for-profit organizations that follow Generally Accepted Accounting Principles (GAAP).

**Financial Audit:** An audit made by an independent external auditor for the purpose of issuing an audit opinion on the fair presentation of the financial statements of the school in conformity with Generally Accepted Accounting Principles. Refer to Audit.

**Financial Statements:** Written records that convey the business activities, financial performance and financial well-being of a charter school. SPCSA financial statements include: School-wide statements: Statement of Net Position, Statement of Activities; Fund statements: Balance sheet, Statement of Revenues, Expenditures and Changes in Net Assets; Other: Reconciliations and Budget to Actual; and Cash flow statement. See “Accrual Accounting” and “Modified Accrual Accounting” for other required statements.

**Fiscal Period:** Any period at the end of which a charter school determines its financial position and the results of its operations. Refer to Accounting Period.

**GAAP:** Refer to Generally Accepted Accounting Principles.

**General Fund:** The general fund is used to account for the financial activities of the charter schools not required to be accounted for in another account.

**Generally Accepted Accounting Principles (GAAP):** These are the uniform minimum standards for financial accounting and reporting. They govern the form and content of the financial statements of an entity. GAAP encompass the conventions, rules, and procedures necessary to define accepted accounting practice at a particular time. They include not only broad guidelines of general application, but also detailed practices and procedures. The primary authoritative body on the application of Generally Accepted Accounting Principles (GAAP) to state and local governments is the Governmental Accounting Standards Board.

**Governmental Accounting:** The composite activity of analyzing, recording, summarizing, reporting, and interpreting the financial transactions of a governmental entity.

**Governmental Accounting Standards Board:** The Governmental Accounting Standards Board is the source of generally accepted accounting principles (GAAP) used by state and local governments and other public entities in the United States, including charter schools in Nevada. GASB establishes accounting and financial reporting standards for U.S. state and local governments that follow GAAP.

**Income Statement:** A financial statement that shows revenues and expenditures of an entity at a specified date in conformity with Generally Accepted Accounting Principles (GAAP). The full

accrual statements are usually referred to as the (Government Wide) Statement of Activities. The modified accrual statements are usually referred to as the (Government Funds) Statement of Revenues, Expenditures, and Changes in Fund Balances.

**Indicator:** General categories of financial performance.

**Interest Expense:** The money the school pays out in interest on loans.

**Interest Payable:** A liability account reflecting the amount of interest owed by the school. In governmental funds, interest is to be recognized as an expenditure in the accounting period in which it becomes due and payable, and the liability is to be recorded as interest payable at that time. In proprietary and trust funds, interest payable is recorded as it accrues, regardless of when payment is actually due.

**Interest Payment:** The amount of interest that a school pays to a lender on a loan each month.

**Interim Financial Statement:** A financial statement prepared before the end of the current fiscal period and covering only financial transactions during the period to date.

**Long-term Lease Service Coverage Ratio (LSCR):** The ratio of cash available for long-term Lease servicing to meet lease payments. See also the “Debt Service Coverage Ratio (DSCR).”

**Liabilities:** Probable future sacrifices of economic benefits arising from present obligations of a particular entity to transfer assets or provide services to other entities in the future as a result of past transactions or events. These are economic obligations. The term does not include encumbrances.

**Margin:** The difference between revenues and expenses. The margin can refer to the gross margin (operating revenues less operating expenses) or the total margin (see Total Margin).

**Measure:** General means to evaluate an aspect of an indicator.

**Metric:** Method of quantifying a measure.

**Modified Accrual Accounting:** Method of accounting which “combines accrual basis accounting with cash basis accounting. It recognizes revenues when they become available and measurable and, with a few exceptions, records expenditures when liabilities are incurred.” A charter school acquiring a campus would likely show the total lump sum cost of the school in their annual report for the year the campus was acquired, instead of showing an annual mortgage payment and depreciation, under this reporting method. Modified Accrual Accounting financial statements are typically shown as “Governmental Fund Statements.” They may include the following: “Balance sheet”; “Statement of Revenues, Expenditures and Changes in Fund

Balances”; “Reconciliation of Fund Balance of Governmental Funds to Net Position of Governmental Activities on the Statement of Net Position” and “Reconciliation of Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to Statement of Activities.”

**Net Assets:** The difference between assets and liabilities. Refer to Fund Equity.

**Net Income:** A term used in accounting for proprietary funds to designate the excess of total revenues and operating transfers in divided by total expenses and operating transfers out for an accounting period.

**Net Pension Liability:** The difference between the total pension liability (the present value of projected benefit payments to employees based on their past service) and the assets (mostly investments reported at fair value) set aside to pay current employees, retirees, and beneficiaries.

The Government Accounting Standards Board (GASB) Statement No. 68 requires the reporting of Net Pension Liabilities of all entities participating in the Public Employees’ Retirement System of Nevada (PERS). However, per NRS 286.110(4) “The respective participating public employers are not liable for any obligation of the System.” Consequently, the SPCSA’s review nets the Net Pension Liability from the Liabilities of the school being reviewed. Schools should still have annual PERS contributions related expense obligations included in their expenses.

**Net Surplus:** The amount of revenue recognized after certain operating expenses have been deducted.

**Principal:** The amount of the loan excluding any interest.

**Statement of Activities:** A GASB GAAP Government-Wide full accrual financial statement that reports the net revenue of its individual functions, pursuant to GASB 34. An objective of using the net revenue format is to report the relative financial burden of each of the reporting government’s functions on its taxpayers. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

**Statement of Cash Flows:** A GASB GAAP financial statement for proprietary funds that provides relevant information about the cash receipts and cash payments of a government during a period. It categorizes cash activity as resulting from operating, noncapital financing, capital financing, and investing activities.

**Statement of Net Position:** A GASB GAAP Government-Wide full accrual financial statement, pursuant to GASB 34, that reports the difference between assets and liabilities as net assets,

not fund balances or equity. Assets are reported in order of liquidity, or how readily they are expected to be converted to cash and whether restrictions limit the government's ability to use the resources. Liabilities are reported based on their maturity, or when cash is expected to be used to liquidate them. Net assets are displayed in three components: invested in capital assets, net of related debt; restricted; and unrestricted.

**Statement of Revenues, Expenditures and Changes in Fund Balances:** A GASB GAAP Government Fund (modified accrual) financial statement. Revenue is recognized as soon as it is both measurable and available. Revenue is considered to be available if it is collected within the current period or soon enough thereafter to pay liabilities of the current period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to the net pension liability are only recorded when due.

**Target:** Threshold that signifies success for a specific measure.

**Total Assets:** The sum of all cash, investments, furniture, fixtures, equipment, receivables, intangibles, and any other items of value owned by a school.

**Total Expenditure:** The total costs of doing business; that is, the costs that must be incurred in order for a school to generate revenue or provide services.

**Total Liabilities:** The aggregate of all debts a school is responsible for.

**Total Margin:** Total revenues less total expenses.

**Total Revenue:** The total amount of a schools' sources of income (gross receipts and receivables).

**Unrestricted Cash:** Monetary reserves that are not restricted for a particular use; General funds are considered unrestricted cash, subject to legal restrictions for a public educational entity.

## **EXHIBIT #2: Articles of Incorporation, if applicable**

## EXHIBIT #3: Pre-Opening Conditions

In addition to the standard pre-opening conditions attached, Charter School shall fulfill the following conditions related to the February 26, 2021 Authority approval:

1. Provide End of Year performance results for existing programs and schools in California for the 2020 – 21 school year. This must include NWEA-MAP results, but the school may provide additional evidence.
2. Submit NWEA-MAP results from the beginning, middle and end-of-year assessments for the 2021 -22 school so that SPCSA staff can monitor the academic progress of students attending the school, specifically those that are at-risk.
3. Submit evidence that the school has entered into a cooperative agreement with one or more community colleges, state colleges and universities to offer dual credit courses pursuant to NRS 289.210 before June 30, 2022.
4. Submit a revised budget, on or before June 1, 2021, that includes any grant funding or philanthropic dollars awarded.
5. Complete the SPCSA pre-opening process for new charter schools.

With the exception of condition #3, all other conditions must be met to staff's satisfaction for the school to open for the 2021-22 school year.



# Coversheet

## Contract for School Psychologist Services

<b>Section:</b>	III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION
<b>Item:</b>	D. Contract for School Psychologist Services
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	School Psych K.2docx.pdf

## **Contract for School Psychologist Services for TEACH Las Vegas Charter School**

**Date:** March 31, 2022

**Services Performed By:**

Norri Eells, School Psychologist  
8745 La Sundora Drive  
Las Vegas, NV 89129

**The Services Performed For:**

TEACH Las Vegas Charter School  
4660 N. Rancho Drive  
Las Vegas, NV 89130

This Contract for Services is between TEACH Las Vegas Charter School (“TEACH LV”) and Norri Eells, School Psychologist (“Consultant”), identified above.

### **Article I: Purpose**

1.1 The purpose of this Agreement is to engage Consultant to perform the services described in the Scope of Work attached hereto as Schedule A and made a part hereof.

### **Article II: Term and Termination**

2.1 The period of this Agreement shall be from May 11, 2022 through June 30, 2023.

2.2 In the event of any breach of this Agreement by either party, or in the event either party is unable to perform any substantial part of this Agreement, this Agreement may be terminated immediately by either party by written notice to the other.

2.3 If this Agreement is terminated by reason of breach by either party, the other party shall be entitled to all available legal, equitable, and administrative remedies for such breach, including without limitation, the right to all damages resulting from such breach and the right to an injunction restraining or compelling action in accordance with this Agreement.

### **Article III: General Provisions**

3.1 In connection with its performance of this Agreement, Consultant shall comply with all applicable Federal and state laws, regulations, standards, orders and requirements.

3.2 Consultant represents that Consultant is duly certified, qualified, and authorized within the certification criteria established for schools by the State of Nevada and within the scope of the assigned duties.

3.2 Consultant shall at all times act in good faith and use best efforts to perform all of the work provided for in this agreement.

3.3 Indemnification- Consultant hereby agrees that it will release, hold harmless, indemnify and defend TEACH LV from and against any and all loss, liability, claims, torts, legal actions, costs, and legal fees arising from claims of third parties for infringement relating to the materials prepared by Contractor under this Agreement. TEACH LV hereby agrees that it will release, hold harmless, indemnify and defend Consultant from and against any and all loss, liability, claims, torts, legal actions, costs and legal fees arising from claims of third parties, other than for infringement, relating to use of the materials and/or any products of services offered by TEACH LV.

3.4 Confidentiality- Both parties agree to treat any information provided to each other in connection with this Agreement as confidential, except that either party may disclose the existence of the Agreement (excluding its terms and conditions) and specifically agrees that it shall not use such information other than in connection with this Agreement and shall not disclose such information 1) which is rightfully disclosed to either party by a third party without obligation of confidentiality; 2) which was in the possession of either party prior to receipt thereof from the other party; 3) which is disclosed to such party's counsel or to other confidential advisors or to a court, arbitration panel, administrative tribunal or other similar body; or by statute(s) or 5) which is within the public domain, or enters the public domain through no fault of the receiving party. Both parties further agree that all confidentiality commitments hereunder shall survive any termination or expiration of the Agreement.

3.5 In performing its services hereunder, Consultant is an independent contractor. Nothing herein shall create any partnership or joint venture between the parties or be construed as establishing any employment relationship. Consultant shall have no authority to speak for, act on behalf of or in any way bind or obligate TEACH LV, except as may be otherwise expressly provided herein.

3.6 This Agreement may not be amended, modified or supplemented except by a written instrument signed by the party sought to be bound thereby.

3.7 This document, together with all schedules, contains the entire Agreement of the parties with respect to the subject matter hereof and supersedes all prior communications, representations and Agreements.

3.8 Neither party shall limit or exclude any person from participation in any activity under this Agreement on the basis of race, color, creed, national origin, sex or disability.

3.9 The Consultant shall invoice TEACH LV for services monthly. The scope of services provided by Consultant shall not exceed \$30,000.

3.10 All notices shall be in writing and sent to the addressed provided in this contract.

TEACH Las Vegas Charter School  
4660 Rancho Drive  
Las Vegas, NV 89130

ATTN: Andrea Moore, Executive Director  
[Amoore@teachlv.org](mailto:Amoore@teachlv.org)

Norri Eells  
8745 La Sundora Drive  
Las Vegas, NV 89129  
702-343-2365

\_\_\_\_\_  
Andrea Moore, Executive Director

Date:

\_\_\_\_\_  
Norri Eells, School Psychologist

Date:

### Schedule A: Scope of Work

Consultant will provide health services as a School Psychologist to TEACH LV including student screenings and assessments and services when necessary depending on student needs. The School Psychologist is directly responsible for the psychological assessment of academic, social, emotional, and behavioral domains utilizing problem-solving and standardized evaluations. The School Psychologist monitors the completion of case study evaluations and participates in Individual Education Plan (IEP) conferences and problem-solving meetings designing systems, programs and services that maximize students' social, emotional, and educational success. In collaboration with staff, families, students, and communities the school psychologist promotes effective educational environments.

#### Key Deliverables:

1. Conduct psychological assessments and interpret results for students and participate in IEP conferences, team meetings, and problem-solving meetings.
2. Provide individual, group, and family support per IEP requirements.
3. Lead crisis intervention efforts and provide insight into the development of functional assessments and behavior intervention plans.
4. Integrate psychological services into the classroom environment as appropriate.
5. Provide assistance to staff in the design and implementation of appropriate interventions and accommodations for students.
6. Contribute to program development that furthers the integration of social, coping, and problem-solving in the classroom.
7. Provide support services to parents/guardians as needed.
8. Coordinate and/or collaborate with a range of individuals/agencies to promote and provide comprehensive services to students and families.
9. Provide and/or assist in professional development for staff, parents, and/or community.
10. Proficiently use technology to communicate, compile reports and collect data.

### **Schedule B: Payment**

Consultant shall invoice the school for services at the rate of \$90 per hour, not to exceed 400 hours for the term of the contract.

# Coversheet

## Request for Proposals: Food Management Services

**Section:** III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION  
**Item:** E. Request for Proposals: Food Management Services  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** NDA FSMC RFP TEMPLATE 031122\_TLV\_REV 4\_05-06-2022\_Final.pdf



# Food Service Management Company (FSMC) Request for Proposal Cost-Reimbursable/ Fixed Fee (Solicitation)

**School District/Public Entity Name:** TEACH Las Vegas Charter

**Solicitation Number:** RFP # 0001-2223  
**Solicitation Release Date:** May 10, 2022

**Solicitation Due Date:** June 15, 2022  
**Solicitation Due Time:** 12pm  
**Submittal Location:** via email ([FoodServices@teachlv.org](mailto:FoodServices@teachlv.org)) and mail:  
TEACH Las Vegas  
Attention: Enrique Robles  
4660 N. Rancho Drive.  
Las Vegas, NV 89130

**Mandatory Pre-Proposal Conference Date:** May 16, 2022  
**Pre-Proposal Conference Time:** 10:30am  
**Pre-Proposal Conference Location:** via Zoom (if interested, register at [www.teachlv.org](http://www.teachlv.org) under "Governing Board")

**Question Deadline:** June 3, 2022

All Questions must be submitted by email to [FoodServices@teachlv.org](mailto:FoodServices@teachlv.org) no later than 5pm on the deadline date.

## Description of Procurement:

TEACH Las Vegas is soliciting proposals from qualified Food Service Management Companies (FSMC) to provide its food service program with management, training and development of food services staff, quality control, operational and technical support and financial management of the program.

Competitive sealed proposals for the materials or services specified will be received by **TEACH Las Vegas** at the above specified location until the time and date cited. Offers received by the correct time and date will be opened and the name of each Offeror will be publicly read.

Offers must be in the actual possession of **TEACH Las Vegas** on or prior to the time and date, and at the submittal location indicated above. **Late offers will not be considered.**

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

Persons with disabilities may request special accommodations such as interpreters, alternate formats, or assistance with physical accessibility. Requests for special accommodations must be made with 72 hours prior notice. Such requests are to be addressed to the Solicitation Contact Person or Procurement Officer.

## OFFERORS ARE RESPONSIBLE FOR READING THE ENTIRE SOLICITATION

**Procurement Officer:** TEACH Las Vegas | Enrique Robles, Director of Operations & Data Strategy  
**Procurement Officer Phone Number:** 323-500-3536  
**Procurement Officer Email:** [FoodServices@teachlv.org](mailto:FoodServices@teachlv.org)





## OFFER AND AWARD RFP # 0001-2223

The Undersigned hereby offers and agrees to furnish the services, food, and supplies in compliance with all the terms, conditions, specifications and amendments in the solicitation.

Company Name	Name of Person Authorized to Sign Offer
Street Address	Title of Authorized Person
City                      State                      Zip Code	Signature of Authorized Person                      Date of Offer
Telephone Number: _____	Email Address: _____

Offeror's Nevada (Sales) Use Tax License Number: \_\_\_\_\_

Offeror's Federal Employer Identification Number: \_\_\_\_\_

Acknowledgement of Amendment(s): <i>(Offeror acknowledges receipt of amendment(s) to the Solicitation for Offers and related documents numbered and dated</i>	Amendment Number/Date _____ _____ _____	Amendment Number/Date _____ _____ _____
--	--	--

### ACCEPTANCE OF OFFER AND AWARD

**Solicitation Number:** RFP # 0001-2223

Your Offer, dated \_\_\_\_\_, is hereby accepted as described in the Notice of Award. You are now bound to perform based upon the solicitation and your Offer, as accepted by TEACH Las Vegas.

Signature	Date
-----------	------

TEACH LAS VEGAS

**State Agency Approval Use  
DO NOT OFFER AWARD UNTIL STATE AGENCY APPROVAL**

**Date Received:** \_\_\_\_\_

**Action Required:**    Yes    No

**Comments:** \_\_\_\_\_

<b>State Agency Reviewer Signature</b>	<b>Date Approved</b>
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In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: How to File a Complaint, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

## SECTION 1: DEFINITIONS OF TERMS

Purpose: The purpose of this Request for Proposal is to enter into a contract with qualified FSMC to provide Food Service Management for **TEACH Las Vegas**. As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- A. "ASCS" means After School Care Snack
- B. "Attachment" means any item the Solicitation requires an Offeror to submit as part of the Offer.
- C. "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.
- D. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- E. "Contractor" means any person who has a contract with **TEACH Las Vegas**
- F. "Cost-reimbursable contract" means a contract that provides for payment of incurred costs to the extent prescribed in the contract, with or without a fixed-fee
- G. "CN" means Child Nutrition
- H. "DF" means Donated Food
- I. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- J. "Fixed-Fee" means an agreed upon amount that is fixed at the inception of the Contract
- K. "FNS" means Food Nutrition Services
- L. "FSMC" means Food Service Management Company
- M. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received
- N. "NDA" means Nevada Department of Agriculture
- O. "NSLP" means National School Lunch Program
- P. "Offer" means bid, proposal or quotation.
- Q. "Offeror" means a vendor who responds to a Solicitation.
- R. "Procurement Officer" means the person duly authorized by the School District/Public Entity to enter into and administer Contracts, direct contract changes and make written determinations with respect to the Contract or their designee
- S. "Responsible Offeror" means the Offeror who has the capability to perform the contract requirements and the integrity and reliability to assure complete and good faith performance and who submits the lowest Proposal
- T. "Responsive Offeror" means the Offeror who submits a Proposal that conforms in all material respects to this Request For Proposals, Instruction to Offerors and the Plans and Specifications which are incorporated herein by this reference
- U. "SBP" means School Breakfast Program
- V. "SFA" means School Food Authority and refers to **TEACH Las Vegas** which executes the contract
- W. "Solicitation" means an Invitation for Bid (IFB), a Request for Proposal (RFP), or a Request for Quotation (RFQ)

- X. "Solicitation Amendment (or Addendum)" means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- Y. "SMP" means Special Milk Program
- Z. "SFSP" means Summer Food Service Program (Seamless/Simplified)
- AA. "Sponsor" means the same as "School Food Authority", but also includes non-profit ownership's participating in the educational system of the State, public or non-profit residential childcare institution (RCCI) which operates principally for the care of children
- BB. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.
- CC. "USDA" means United States Department of Agriculture

## SECTION 2: SCOPE OF WORK

### BACKGROUND

TEACH LAS VEGAS hereby referred to as a school food authority (SFA) seeks to contract with a Food Service Management Company (FSMC) to operate the following food services: National School Lunch Program (NSLP), School Breakfast Program (SBP), Seamless Summer Option (SSO), Summer Food Service Program (SFSP), Special Milk Program (SMP), After School Care Snack Program (ASCS), Fresh Fruits and Vegetable Program (FFVP), vending machines, concession stands, catering, vending to other schools (delete all that are not applicable). This Request for Proposal (RFP) is intended to provide a basis for selection for a FSMC. The selected FSMC will be responsible for the management of the food services staff, quality, control, training and development of staff, extensive, operational and technical support as well as financial management of the program. In submitting a proposal, the FSMC agrees that it will perform the work described in their RFP offer and Agreement in full compliance with all applicable laws, rules, and regulations adopted or promulgated by any federal, state and/or county regulatory body or governmental agency. By reading and accepting this pre-qualification outline, the interested FSMC acknowledges that the SFA has no obligation to contract, unless, in its sole opinion, it is in its best interest to do so. The SFA may request of the FSMC additional food service programs per the terms of the RFP.

The SFA employs 2 persons and provides food service to approximately 400 children at 1 sites, including 1 school and 1 vended meals. The food service prepares approximately 43,200 meals annually. Additional SFA information is on Exhibit A.

A. The SFA will adhere to the following Code of Federal Regulations (CFR) in the oversight of the food service program:

- (1) Adhere to the procurement standards specified in §210.21 when contracting with the food service management company; [7 CFR §210.16(a)(1)]
- (2) Ensure that the food service operation is in conformance with the school food authority's agreement under the Program; [7 CFR §210.16 (a)(2)]
- (3) Monitor the food service operation through periodic on-site visits; [7 CFR §210.16 (a)(3)]
- (4) Retain control of the quality, extent, and general nature of its food service, and the prices to be charged the children for meals; [7 CFR §210.16 (a)(4)]
- (5) Retain signature authority on the State agency-school food authority agreement, free and reduced-price policy statement and claims; [7 CFR §210.16 (a)(5)]
- (6) Ensure that all federally donated foods received by the school food authority and made available to the food service management company accrue only to the benefit of the school food authority's nonprofit school food service and are fully utilized therein; [7 CFR §210.16 (a)(6)]
- (7) Maintain applicable health certification and assure that all State and local regulations are being met by a food service management company preparing or serving meals at a school food authority facility; [7 CFR §210.16 (a)(7)]
- (8) Establish an advisory board composed of parents, teachers, and students to assist in menu planning; [7 CFR §210.16 (a)(8)]
- (9) Obtain written approval of invitations for bids and requests for proposals before their issuance by the State agency. The school food authority must incorporate all State agency required changes to its solicitation documents before issuing those documents [7 CFR §210.16 (a)(9)]
- (10) Ensure that the State agency has reviewed and approved the contract terms and that the school food authority has incorporated all State agency required changes into the contract or amendment before any contract or amendment to an existing food service management company contract is executed. Any changes made by the school food authority or a food service management company to a State agency pre-approved prototype contract or State agency approved contract term must be approved in writing by the State agency before the contract is executed. When requested, the school food authority must submit all procurement documents, including responses submitted by potential contractors, to the State agency, by the due date established by the State agency. [7 CFR §210.16 (a)(10)]
- (11) Shall administer the application process for all free and reduced-price meals and shall establish and notify parents and guardians of program criteria for eligible students. The SFA shall be responsible for verifying applications for Free and Reduced-Price Meals as required by USDA regulations. The SFA will ensure that no child is discriminated against

on the basis of race, color, national origin, age sex or disability. Both the SFA and the FSMC shall be responsible for protecting the anonymity of students receiving free or reduced-price meals. [7 CFR§245.6]

(12) Every school year, the SFA with more than one school shall perform no less than one on-site review of the lunch counting and claiming system employed by each school under its jurisdiction. The on-site review shall take place prior to February 1 of each school year. Further, if the review discloses problems with a school's meal counting or claiming procedures, SFA shall: ensure that the school implements corrective action; and, within 45 days of the review, conduct a follow-up on-site review to determine that the corrective action resolved the problem. Each on-site review shall ensure that the school's claim is based on the counting system authorized by the State agency under 7CFR§210.7(c) of this part and that the counting system, as implemented, yields the actual number of reimbursable free, reduced price and paid lunches, respectively, served for each day of operation. [7 CFR§210.8(a)(1)]

**METHOD OF APPROACH AND IMPLEMENTATION PLAN**

The SFA participates in the NSLP, SBP, ASCS, SFSP, and surplus USDA Foods are available for use in the selected program(s), and it is the intent of the SFA that such items will be included in menus to the greatest extent possible.

**1. Food Purchase Specifications.**

- A. Whether the SFA conducts its own procurement, or if the FSMC procures products on behalf of SFA, the FSMC may not require any additional liability coverage, regardless of dollar value, beyond that which SFA would require under procurements not involving FSMC.
- B. The FSMC bills the SFA for all items when purchased. The FSMC will act as the purchasing agent and will be responsible for purchasing all food items and supplies, required for the Child Nutrition Program (CNP). Food quality must meet or exceed the requirements specified in the Child Nutrition Program Food Buying Guide (<https://foodbuyingguide.fns.usda.gov/>). The FSMC will purchase quality products at the lowest possible cost utilizing existing contracts in place by the FSMC at the corporate level. All purchases generated by the FSMC upon District approval, must adhere to the federal CNP procurement regulations in 2 CFR 200 and 7 CFR 210.21 and will adhere to Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a new provision, Section 12(n) of the NSLA (42 USC 1760(n)), requiring SFAs to purchase domestically grown and processed foods, to the maximum extent practicable. Purchases made in accordance with the Buy American provision must still follow the applicable procurement rules calling for free and open competition. The FSMC shall purchase all food and non-food at the lowest price possible consistent with maintaining quality standards and service. The FSMC shall be responsible for purchasing standards and specifications to bring about the best quality and price for the SFA’s food service program. Specifications shall cover items such a grade, purchase units, style, condition, weight, ingredients, formulations, and delivery time. 210.16(c)(3)
- C. Per USDA guidance, the procurement plan must outline the specific procedures per 2CFR Part 200 for program operators 2CFR 318 (a). Specifically, the plan must follow the types of procurement available: micro purchase, small purchase, and formal procurement methods. The plan must prohibit the acquisition of unnecessary or duplicative items per 2CFR 218(d). The plan must also ensure all solicitations incorporate a clear and accurate description for the material, product, or service to be procured. It must not be duly restrictive as to limit competition; it must also take steps to assure that small minority and women’s business are used when possible.
- D. Per 2CFR Part 200.3189(c)(1) the non-Federal entity must maintain written standard of conduct covering conflicts of interest and to govern the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. The code of conduct must also provide for disciplinary action for violations by officers, employees, or agents (2CFR 200.318 (c)1.

Beef	USDA inspected	Fresh fruits	US Fancy
Poultry	USDA inspected	Canned fruits	US Fancy
Variety meats	High quality	Canned vegetables	US Fancy
Dairy products	Grade A	Frozen fruits	High quality
Eggs	Fresh Grade A	All other items	High quality
Fish	Government Inspected		

C. The FSMC must submit a comprehensive plan on how the FSMC will provide input to purchase food for the menus that will keep costs low and quality high. In the plan, the FSMC must describe the methodology it will use to document the



market value of the USDA Foods or commodities used on the invoice. The FSMC must state the estimated food costs on Attachment 7.6. The FSMC shall provide a sample invoice in the offer that will meet all the information listed in the Special Terms and Conditions that pertain to USDA requirements.

D. Free and reduced-price lunches are provided to pupils who qualify, as determined by the USDA guidelines. Occasionally, special food services are requested for functions other than the regular lunch periods. Interested FSMCs should include in the offer a provision for accommodating such special requests. TEACH LAS VEGAS does have a catering department and the successful FSMC is expected to manage this program as well.

E. Successive menus must offer the same level of quality, variety and nutritional value as the first 21-day proposed menu. The FSMC shall ensure compliance with the SFA's Agreement with the Nevada Department of Agriculture (NDA).

## 2. Menu Plan.

A. Include a copy of a 21-day or 42-day (if applicable) cycle menu developed in accordance with the meal pattern requirements specified in 7CFR§210.16(b)(1). This menu will be used as a basis for projecting costs. The FSMC must adhere to the FSMC developed menu for the first 21-days of meal service. The menu shall meet the requirements stated in Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). Changes thereafter may be made with the approval of the SFA. 7CFR§210.16(b)(1) Complete Attachments 7.7 & 7.8.

B. The FSMC shall provide a reimbursable lunch and breakfast meal pattern which meets the nutrition standards stated in section 201 of the Healthy, Hunger-Free Kids Act of 2010 (Pub. L. 111-296, HHFKA) amended Section 4(b) of the NSLA, 42 USC 1753(b). Refer to Exhibit C titled "Meal Patterns – School Breakfast and School Lunch" for meal pattern requirements. In addition, provide a reimbursable supper, lunch and snack following meal patterns for programs: SFSP, 7 CFR 225.16 and CACFP, 7 CFR 226.20 when applicable.

C. FSMC may not change or vary the menus after the first menu cycle for the NSLP, SBP, ASCS, SFSP or the a la carte items without written approval of SFA. SFA shall approve the menus no later than two weeks prior to service. (Reference 7CFR§210.16) Any changes or variances requested by FSMC for substitutions to SFA menu of lower quality food items shall be justified and documented in writing. FSMC must maintain documentation for substitutions and justification of lower quality food items for the records retention period that is applicable to food production records and shall make such documentation available to SFA, NDA and USDA for review upon request. (7CFR§210.16(b)(1)) The FSMC has the option to select the NSLP meal pattern for all Child Nutrition Programs (NSLP, SFSP, and CACFP). The FSMC must select which meal pattern requirements it will choose outside of NSLP when applicable. The options for program meal patterns to follow: SFSP, 7 CFR 225.16 and CACFP 7 CFR 226.20.

D. The FSMC will use strategies to keep costs low and quality high to prepare and serve a variety of high quality, wholesome, and nutritious foods and beverages for students, faculty, staff, employees, and others as chosen by the SFA. 7CFR§210.10(a)

E. As applicable, any additional items served by the FSMC shall comply with 7CFR§210.11, Competitive food service and standards, and any other nutrition standards for all foods sold in school implemented as a requirement under the Healthy, Hunger-Free Kids Act of 2010. Additionally, the SFA and FSMC shall agree to detailed a-la-carte specifications for each a-la-carte item included in the 21-day cycle menu; at a minimum, such specifications shall include:

- (1) A recipe for each menu item that includes the total yield, portion size, ingredients and all USDA required nutrient information;
- (2) The identity of all branded items that may be used in the meal/a-la-carte, vending, school stores, etc.; and
- (3) Whenever possible, the grade, style and condition of each food item and other information that indicates the acceptable level of quality for each food item.

F. The FSMC shall implement an accurate point of service count using the counting system submitted to NDA by the SFA as indicated in the policy statement. The counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under USDA Regulation. 7CFR§245.8.

G. The FSMC shall identify, near or at the beginning of the serving line and prior to the Point of Service, all the food items that constitute a reimbursable meal at both breakfast and lunch. This is intended to assist students in selecting the meal components that comprise the reimbursable meal and in the appropriate quantities. 7CFR210.10(a)(2).

H. The FSMC will promote the nutritional education aspects of the SFA food service wellness program and cooperate in the efforts of the SFA to coordinate these aspects with classroom instruction. The FSMC must provide detailed information about the FSMC's philosophy regarding promotion (increasing awareness and participation) of the school food service program.

I. The FSMC must have extensive experience as food service operators and consultants of food service programs in general, and in public/charter schools as stated on Attachment 7.1. The FSMC shall have specific strategies for increasing both student and adult participation, while at the same time providing high quality, nutritional food. The FSMC shall have experience with this in other school districts.

J. The FSMC must select a cooking method to produce healthy food which meets the standards of the Child Nutrition Program.

K. The FSMC shall ensure compliance with a food safety management system that complies with the Hazard Analysis and Critical Control Point (HACCP) principles or meets the USDA guidance for developing a process approach to HACCP. Public Law 108-265. The FSMC will submit a HACCP plan in the offer.

### **3. Accounting Systems and Records.**

A. The SFA will designate by name and title, the employee who will be responsible to supervise and audit all financially related operations of the FSMC pertinent to the SFA. All deposits will be provided to the SFA, by the FSMC, in bags, with completed deposit tickets organized by school, to be deposited into the SFA account.

B. The FSMC shall have a detailed internal accounting process as described on of the offer. This should include, at a minimum:

- (1) Detailed inventory control for storage areas, including USDA Foods;
- (2) Accounting controls;
- (3) Method of recording, checking and reporting sales;
- (4) Internal control of cash handling;
- (5) Internal audit system;
- (6) All regular accounting forms used, with explanation of each;
- (7) Account periods;
- (8) Detailed description of showing credits and rebates on invoices and the method used to reach those amounts; and
- (9) Data collection for purposes of evaluating the effectiveness of new and current programs.

C. The FSMC shall have a policy on how the meals will be served and how proper, accurate pupil participation records will be maintained.

### **4. Cost Controls and Fees.**

A. Each FSMC shall have a plan for controlling costs which includes:

- (1) Previous record on meeting budgets and estimating costs;
- (2) Management and accounting tools that the FSMC will implement to monitor cost controls, revenue, meal counts, and productivity;
- (3) Outline the number of weeks the FSMC Management will work, the number of Management vacation days and number of Management leave days that will be charged the SFA;
- (4) Amount of any bonus the FSMC will provide to the management staff, which will be charged to the SFA; and
- (5) Identify what the management staff performance guarantee will be.

## SECTION 3: SPECIAL TERMS AND CONDITIONS

### INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property, which may arise from, or in connection with, the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. SFA in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. Minimum Scope and Limits of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below.

(1) Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- General Aggregate \$5,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

(a) The policy shall be endorsed to include the following additional insured language: ***“TEACH Las Vegas its departments, boards of trustees, officers, officials, agents, employees, and volunteers shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor.”***

(b) Policy shall contain a waiver of subrogation against the SFA, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(c) Policy shall be with an insurance carrier(s) licensed to do business in the State of Nevada and must be approved by TEACH Las Vegas and must include the following:

- Premises-Operations
- Independent Contractor’s Protection
- Products and Completed Operations
- Broad Form Property Damage
- Personal Injury (with Employee Exclusion deleted)
- Blanket Contractual Liability
- Property Damage Liability

(2) Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

(a) The policy shall be endorsed to include the following additional insured language: ***“TEACH Las Vegas its departments, boards of trustees, officers, officials, agents, employees, and volunteers shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor.”***

(b) Policy shall contain a waiver of subrogation against the SFA, as departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(c) Policy shall be with an insurance carrier(s) licensed to do business in the State of Nevada and having a current A.M. Best rating of A-: VII or better and approved by TEACH Las Vegas.

(3) Worker's Compensation and Employers' Liability

<b>Employers' Liability</b>	<b>Statutory</b>
• Each Accident	\$500,000
• Disease – Each Employee	\$500,000
• Disease – Policy Limit	\$1,000,000

(a) Policy shall contain a waiver of subrogation against the SFA, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(b) For fixed fee contracts all insurance costs must not be billed separately. Insurance costs must be included in fixed fee.

(c) Worker’s Compensation shall be included in the fixed fee, and not billed separately.

(4) Professional Liability Insurance

During the life of the contract, FSMC shall maintain Professional Liability (Errors and Omissions) Insurance with minimum limits of at least one million dollars (\$1,000,000) per occurrence. This insurance required may be provided under primary policies or by a combination of primary and excess policies.

B. Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

- (1) TEACH Las Vegas its departments, boards of trustees, officers, officials, agents, employees, and volunteers wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- (2) The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- (3) Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. Notice of Cancellation: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the SFA. Such notice shall be sent directly to the SFA office and shall be sent by certified mail, return receipt requested.

D. Acceptability of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Nevada with an “A.M. Best” rating of not less than A-VII. The SFA in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. Verification of Coverage: Contractor shall furnish the SFA with certificates of insurance (ACORD form or equivalent approved by the SFA) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

- (1) All certificates and endorsements are to be received and approved by the SFA before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- (2) All certificates required by this Contract shall be sent directly to the SFA office. The SFA project/contract number and project description shall be noted on the certificate of insurance. The SFA reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. Subcontractors: Contractors’ certificate(s) shall include all subcontractors as insured under its policies or Contractor shall furnish to the SFA separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are an SFA agency, board, commission, or university, none of the above shall apply.

H. No insurance will not be billed separately. Insurance must be included in the administration fee.

**CONTRACT TERM**

- A. The term of this Contract shall commence on the date the SFA signs the Offer and Award Form, signifying the SFA's acceptance of the Offeror's proposal, but no earlier than **July 1, 2022**. The contract will remain in effect for a term of twelve (12) months, unless terminated, canceled, or extended as otherwise provided herein, but will run no later than **June 30, 2023**. [7CFR§210.16(d)]
- B. The contract must be one year with the option to have four additional one-year extensions.
- C. The total duration of this Contract, including the exercise of any options under this provision, shall not exceed five (5) years.
- D. Either party may cancel for cause with 30-day notification.
- E. Termination for Cause: The contract may be terminated for cause and for convenience by the SFA. [2 CFR §200 (B)]
- F. Non-Performance Sanction: If contractors violate or breach contract terms, the SFA can place administrative, contractual, or legal remedies, sanctions and penalties as may be appropriate. 7CFR§210.16(b)(2) and 2 CFR 200 (A).
- G. Contract Termination: Upon the service ending by either contract expiration or termination, it shall be incumbent upon the FSMC to cooperate fully with the replacement FSMC. If the SFA is returning to a self-operated food service, the FSMC shall ensure a smooth and timely transition. The FSMC will purchase back unused supplies from SFA at the termination of the Contract in order to prevent overbuying.
- A. The term of this Contract shall commence on **July 1, 2022**. The contract will remain in effect for a term of one (1) year, unless terminated, canceled, or extended as otherwise provided herein. After the initial term, the contract may be renewed for up to four (4) additional one (1) year terms. If all renewals are exercised, this agreement will expire no later than **June 30, 2023**. [7CFR§210.16(d)]

**PRICING TERMS**

- A. Prices shall be firm for the term of the contract. Prices as stated must be complete for the services offered and shall include all associated costs. DO NOT include sales tax on any item in the offer.
- B. Pricing for SFSP may be requested by the SFA as an option, which may be exercised during each school year. Prices as stated must be complete for the services offered and shall include all associated costs. Offerors are to utilize the demographics provided to determine pricing, taking bonding requirements into consideration, as identified in this section, paragraph 45.
- C. The SFA will retain control for the establishment of all prices, including price adjustments, for meals served under the nonprofit school food service account, e.g., pricing for reimbursable meals, ala carte service including vending machines and adult meals.
- D. The SFA and the FSMC shall work together to ensure a financially sound operation. The FSMC will provide a guarantee and must describe in detail the guarantee conditions, forecasting of cost, and settlement of losses and/or surpluses in this offer. Options include:
- (1) Guaranteed No Loss: FSMC guarantees the SFA no loss for the operation of the food service program; or
  - (2) Guaranteed Minimum Return: FSMC guarantees the SFA a return no less than a certain dollar amount for the operation of the food service program.
    - (a) Guaranteed conditions not clearly defined shall be the sole responsibility of the FSMC. If the contract is renewed, the guarantee conditions shall apply to subsequent years. The FSMC cannot recover any deficits in subsequent years if contract is renewed. In the event the guarantee conditions stated are not met, the FSMC and SFA must mutually agree upon the new guarantee minimum amount for the Contract.
- E. Financial terms of the Contract are based upon existing guarantee conditions stated on in offer. If there is a material change in the conditions, including, without limitations, changes to the guarantee conditions, the contract:
- (1) May be terminated at the end of the current term; or
  - (2) Continue under the same terms as written.
- SFA and FSMC must mutually agree upon which option above is exercised.



F. The Procurement Officer may review a fully documented request for a price increase only after the Contract has been in effect for one year. Any requested increase(s) shall be based on a cost increase to the Contractor that was clearly unpredictable at the time of the Offer and is directly correlated to the price of the services contractually covered. A price increase adjustment shall only be considered at the time of a Contract Extension and shall be a factor in the extension review process. SFA reserves the right to tie any requested increase to a mutually agreed upon Consumer Price Index (CPI).

G. All written requests for price adjustments made by the Contractor shall be initiated at least ninety (90) calendar days in advance of any desired price increase. The ninety (90) calendar days advance notice is required to allow the Procurement Officer sufficient time to make a fair and equitable determination to any such request. The Procurement Officer shall determine whether the requested price increase or an alternate option is in the best interest of the SFA.

H. In the event that the FSMC provides management services for the Fresh Fruit and Vegetable Program (FFVP) at any of SFA's Food Service Locations, SFA and FSMC agree to operate the FFVP in accordance with the requirements of Section 19 of the National School Lunch Act, all applicable regulations and policies, and the FFVP Handbook for Schools. SFA and FSMC further agree that not more than 10% of the total funds awarded to the school and/or schools for operation of the FFVP may be used for administrative expenses.

### PAYMENTS AND INVOICES

A. No payment for meals shall be made for meals that are spoiled or unwholesome at the time of service, do not meet specifications developed by the SFA, or do not otherwise meet the requirements of this Agreement. No deduction in payment shall be made by the SFA unless the SFA notifies the FSMC in writing within 48 hours of the meal service for which the deduction is to be made, specifying the number of meals for which a deduction is to be made and describing the reasons for the deduction. 7CFR§210.16(c)(3)

B. The FSMC purchases must be in compliance with standards and specifications in the RFP and in cost-reimbursable contracts and the prices charged to the SFA must be reasonable and necessary. Any silence, absence or omission from the contract specifications concerning any point must be regarded as meaning that only the best commercial practices are to prevail and only material (food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.

C. In fixed fee contracts, the SFA shall ensure that the FSMC fully disclose all discounts, rebates, allowances and incentives received by the FSMC from its suppliers. If the FSMC receives a discount, rebate, allowance, or incentive from any supplier, the FSMC must disclose and return to the SFA the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the SFA. The FSMC must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. 7CFR§210.21(f)(1)(iv). USDA Foods must be used to the maximum extent practical.

D. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost-reimbursable contract that fails to include the requirements of 7CFR§210.21, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs. 7CFR§210.21 (f)(2)

E. All cost-reimbursable contracts must have a breakdown of administrative and management fees in order to prevent double billing. Administrative Overhead and Annual Management Fee are:

(1) *Administrative Overhead*: All program expenses not otherwise defined in the RFP will be assumed by the FSMC under the administrative fee. **All indirect and overhead costs must be included in the administrative fee.** This charge will be reflected as either a cost per meal or flat monthly rate and must be clearly identified in the FSMC offer.

(a) The following must be included in the administrative fee and may not be charged to any other expenses. Any travel relating to the following must be covered by the administrative fee.

- Personnel and Labor Relations Services and Visitation
- Worker's Compensation
- Legal Department Services
- Purchasing and Quality Control
- Technical Research
- Cost Incurred in Hiring and Relocating FSMC Management Personnel
- Dietetic Services; (Administrative and Nutritional)
- Test Kitchens
- Accounting and Accounting Procedures
- Tax Administration
- Technical Supervision

- Supervisory Personnel and Regular Inspections or Audit Personnel
- Teaching and Training Programs
- General Regional Support
- General National Headquarters Support
- Design Services
- Menu Development
- Information Technology and Support
- Payroll Documentation and Administrative Cost
- Sanitation
- Personnel Advice
- Franchise Charges
- Trademark Charges
- Insurance Necessary for Performance of this Agreement

(2) *Annual Management Fee*: The management fee represents a profit to the FSMC and will be reflected as a cost per meal or monthly flat rate, as stated in the FSMC offer. All bonuses must be paid from the management fee charged by the FSMC. Bonuses cannot be billed to the SFA, as part of the direct cost for labor.

F. In cost-reimbursable contracts, the FSMC must separately identify, for each cost submitted for payment to the school food authority, the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); 7CFR§210.21(f)(1)(ii)(A). All allowable costs must be made in compliance with the applicable Departmental and Program regulations and the Office of Management and Budget cost circulars. 7CFR§210.21 (f)(1)(iii)

G. The FSMC must document the value of all USDA Foods used in the school year (including both entitlement and bonus food) and including the value of USDA Foods contained in processed end products. USDA Foods used shall be recorded on the monthly bill/invoice as a separate line item and shall be clearly identified and labeled. The value must include the Federal value, processing fees and shipping and handling fees. This amount will be itemized, totaled, and deducted from the monthly invoice.

H. The following are the minimum allowable definitions for a pattern meal eligible for reimbursement.

- |                           |   |                |
|---------------------------|---|----------------|
| (1) 1 Reimbursable Lunch  | = | 1 Pattern Meal |
| 2 Reimbursable Supper     | = | 1 Pattern Meal |
| 2 Reimbursable Breakfasts | = | 1 Pattern Meal |
| 3 Reimbursable Snacks     | = | 1 Pattern Meal |

(2) For non-reimbursable meals the number of meal equivalents shall be determined by dividing the total of all sales, except reimbursable meal sales (including cash for adult meals, a la carte meals and special functions or catering), by the approved free lunch reimbursement rate plus the per meal value of commodities for the current school year.

I. The following functions are the FSMC’s responsibility, and will be included in the fixed fee per meal:

1. Corporate supervision
2. Financial reporting and analysis
3. Field auditing
4. Marketing Assistance
5. Purchasing administration

J. The FSMC shall submit a separate billing for food, supplies and labor for special functions conducted outside of the non-profit SFA service account to prevent double billing.

K. The billing claim information will be sent to the SFA promptly at the end of each month. 7CFR§210.16(c)(1) The SFA shall pay all amounts when due, but if the SFA does not make a payment when due, no interest can be paid to the FSMC from the Child Nutrition Program.

L. The FSMC shall provide the SFA with a year-end statement.

M. The SFA is the responsible authority without recourse to USDA or NDA for the settlement and satisfaction of all contractual and administrative issues arising in any way from this Contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims or other matters of a contractual nature. [7CFR§225.6 (g)(2)(ix)]

N. Every payment obligation of the SFA under this Contract will be contingent upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the SFA at the end of the period for which funds are available. No liability shall accrue to the

SFA in the event this provision is exercised, and the SFA shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

### **CLAIM LIABILITY**

- A. The FSMC accepts liability caused by the FSMC's negligence or for claims assessed as a result of Federal/State reviews/audits, corresponding with the FSMC's period of liability.
- B. SFA shall be responsible for ensuring the resolution of Program reviews and audit findings. FSMC shall fully cooperate with SFA in resolving review and audit issues, and FSMC shall indemnify SFA for any fiscal action, claims, losses or damages, fault, fraud, required repayment or restoration of funds, including reasonable attorney's fees incurred in defending or resolving such issues, that results from FSMC's intentional or negligent acts.
- C. The FSMC accepts liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods. In the event the SFA is assessed a fine or penalty, as the result of an unsatisfactory or failed food service audit, the FSMC will be responsible for paying one hundred percent (100%) of the fine or penalty as a result of negligence on behalf of the FSMC. If this situation should occur, the FSMC agrees to reduce their management fee charged to the SFA, accordingly, so that their respective percentage of the fine or penalty will be satisfied and paid in full within a reasonable amount of time which will be determined at the discretion of the SFA.
- D. The SFA and the FSMC must provide all documents as necessary for the independent auditor to conduct SFA's single audit.

### **FEDERAL PROVISIONS**

- A. Buy American Provision.** The FSMC will purchase, to the maximum extent practicable, domestic commodities or products in accordance with 7CFR§210.21(d). The SFA and the FSMC shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. "Substantially" means the final processed product contains over 51% domestically grown agricultural commodities. This provision applies to all food purchases paid from the nonprofit school food services account.
- B. Local Wellness Policy- WIC Reauthorization Act of 2004 and Healthy, Hunger-Free Kids Act of 2010.** The FSMC will ensure compliance with Federal legislation requiring every SFA participating in the NSLP, SBP or SMP to develop, implement, and assess a local wellness program. Public Law 108-265, Section 204 (2004) and Public Law 111-296, Section 204 (2010). The sponsor must complete the annual assessment by school site per the State of Nevada Wellness Policy requirements.
- C. Equal Employment Opportunity.** The FSMC shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60). 2 CFR 200 (C).
- D. Affordable Care Act.** Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable care Act "ACA"). Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services to the School District/Public Entity as required by state or federal law.
- E. Contract Work Hours and Safety Standard Act.** The FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). 2 CFR 200 (E).
- F. USDA Rights.** The FSMC acknowledges that the USDA has copyrights, Patent Rights in Data and Reporting of Discoveries and Intervention. 2 CFR 200 (F).
- G. Trade Secrets.**
1. During the term of this Contract, the FSMC may grant to the SFA a nonexclusive right to access certain proprietary materials of FSMC, including menus, recipes, signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by FSMC) and similar compilations regularly used in FSMC business operations ("Trade Secrets"). The SFA shall not disclose any of the FSMC's Trade Secrets or other confidential information, directly or indirectly, during or after the term of this Contract. The SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of the FSMC. All trade secrets and other confidential information shall remain the exclusive property of the FSMC and shall be returned to the FSMC immediately upon



termination of this Contract. The SFA shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures and methods. Without limiting the foregoing and except for software provided by SFA.

- In the event of any breach of this provision, the FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. All of the SFA's obligations under this section are subject to SFA's obligations under the Freedom of Public Information Act and any other law that may require SFA to use, reproduce or disclose FSMC confidential information. This provision shall survive termination of this Contract.

2. During the term of this Contract, the FSMC may have access to SFA confidential information ("SFA Confidential Information"), including student identifiable confidential information that is protected from disclosure by federal law (42 U.S.C. §1758(b)(6)). The FSMC agrees to hold any SFA Confidential Information in confidence during the term of this Contract and thereafter. The FSMC further agrees that the FSMC has no independent rights to this information and will not make any SFA Confidential Information available in any form to any third party or use Confidential Information for any purpose other than the performance of the FSMC's obligations under this Contract. The FSMC will use reasonable security measures to protect SFA's Confidential Information from unauthorized access, use or disclosure and ensure that SFA's Confidential Information is not disclosed or distributed in violation of the terms of this Contract. Immediately upon the termination or expiration of this Contract, the FSMC shall return to the SFA any copies of the SFA's Confidential Information provided to the FSMC by the SFA, and the FSMC will destroy all other copies of the SFA's Confidential Information in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials.

- H. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation.** The FSMC will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities. The SFA will report all violations to NDA and to the USEPA Assistant Administrator for Enforcement 2 CFR 200 (G).
- I. Energy Policy and Conservation Act.** The FSMC shall meet the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94-163, 89 Stat. 871. 2 CFR 200 (H)).
- J. Debarment, Suspension, Ineligibility and Voluntary Exclusion.** The FSMC shall sign the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion from participating in Federal contracts/grants/awards. (Complete Attachment 2) [7CFR§3017.100] The FSMC shall comply with regulations implementing Office of Management and Budget Guidance in Non-procurement Debarment and Suspension codified at 2 CFR Part 180 and 2 CFR Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. *A new certification is required for each renewal period.*
- K. Certification Regarding Lobbying.** Pursuant to 31 USC 1352, the FSMC must submit a certification regarding lobbying which conforms in substance with the language provided in 7CFR§3018. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions. (Complete Attachment 3) [7CFR§3018.100] *A new certification is required for each renewal period.*
- L. Disclosure of Lobbying Activities.** Pursuant to 31 USC 1352, the FSMC must disclose lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. (Complete Attachment 3) [7CFR§3018.100] *A new certification is required for each renewal period.*
- M. Civil Rights Compliance.** FSMC shall ensure compliance that in the operation of the Program, no child shall be denied benefits or be otherwise discriminated against because of race, color, national origin, age, sex, or disability. State agencies and school food authorities shall comply with the requirements of: Title VI of the Civil Rights Act of 1964; title IX of the Education Amendments of 1972; section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Department of Agriculture regulations on nondiscrimination. [7CFR§210.23(b)]
- N. Compliance with Program Regulations.** The FSMC shall be in conformance with the applicable portions of the SFA's agreement under the program. (7CFR§210.16(a)(2)) The FSMC will conduct program operations in accordance with 7CFR Parts 210, 215, 220, 225, and 250.

**O. Certification of Independent Price Determination.** FSMC admits that all prices in this Offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor certification regarding non-collusion. (Complete Attachment 4) *A new certification is required for each renewal period.*

**P. NSLP and SBP Nutrition Standards.** The FSMC shall provide meals that meet the Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). The FSMC must follow the single Food-Based Menu Planning (FBMP) meal patterns as described in 7CFR§210.10 for NSLP and 7CFR§220.8 for SBP. The meal shall include the following components; fruits, vegetables, grains, meat/meat alternates, and fluid milk. The FSMC shall meet grade level caloric, sodium, saturated fat, and trans-fat requirements. Meals patterns for SFSP and CACFP may be applicable if selected and described under SFSP, 7 CFR 225.16 and CACFP, 7 CFR 226.20.

### **LOCATION OF RECORDS**

A. All FSMC records pertaining to the SFA should be maintained at the SFA property. The SFA must adhere to the recordkeeping requirements found at 7CFR§210.15.

B. The books and records of the FSMC pertaining to operations under this Agreement shall be available to the SFA at any reasonable time. These records are subject to inspection or audit by representatives of the SFA, State Agency, the US Department of Agriculture, and the US General Accounting Office at any reasonable time and place. The FSMC shall maintain such records, for a period of not less than seven (7) years after the final day of the contract, or longer if required for audit resolution or other legal requirement. 7CFR§210.16(c)(1) and 2 CFR 200.

C. The FSMC shall not remove federally required records from SFA premises upon the expiration or termination of this Contract.

### **PROHIBITIONS**

A. Provisions that permit all income and expenses to accrue to the FSMC and “cost-plus-a-percentage-of-cost” and “cost-plus-a-percentage-of-income” provisions are prohibited. 7CFR§210.16(c)

B. Duplicate Fees: Fee structures that permit a FSMC to bill management fees and charge the same cost as those included in the fixed fee are prohibited.

C. Clauses that limit the selection of vendors to only FSMC approved vendors are prohibited.

D. An acceleration clause that has a provision (multi-year) that requires full payment (e.g. program equipment purchases) if the contract is renegotiated, is prohibited.

E. Interest payments to the contractor, however represented, including interest payments for equipment purchases, are prohibited.

F. A “guaranteed return” provision, unless the “return” remains in the nonprofit food service account, is prohibited. The “return” cannot be contingent upon multi-year contract duration.

G. Provisions that allow an FSMC to be responsible for any functions that must be retained by the SFA are prohibited.

H. Automatic renewal of the contract provisions is prohibited.

I. Provisions, which permit the FSMC to subcontract USDA Foods for further processing, are prohibited.

### **PROPOSED PERSONNEL REQUIREMENTS**

A. All non-management food service employees shall remain employees of the SFA. The FSMC Food Service Director may direct and supervise SFA food service employees. Refer to Exhibit A for more food service employees’ information. **(Delete if one of the below paragraphs is used)**

- A. All non-management food service employees shall remain employees of the FSMC. The FSMC Food Service Director may direct the SFA food service employees. Refer to Exhibit A for more food service employees' information. **(Delete if the paragraph above or below is used)**
- B. The FSMC will provide sufficient, and qualified management, as well as, professional employees to manage the food service operations. All FSMC employees and SFA employees will meet the Professional Standards for State and Local School Nutrition Programs personnel as required by the Healthy Hunger Free Kids Act of 2010 (80FR 11077) 7CFR 201 & 235.
- C. The FSMC shall have the sole responsibility to compensate its employees, including all applicable taxes, insurance and workers' compensation.
- D. The Food Service Director assigned to the SFA, if awarded the contract, must have a bachelor's degree in any academic field and at minimum five (5) years of experience with other school districts of comparable size to the SFA. [7CFR§210.30(b)(iii)] The SFA reserves the right to approve the selection of the FSMC's personnel and to refuse any applicants recommended by the FSMC to which the SFA objects.
- E. Staffing changes may be initiated by the FSMC only with the prior consent of the SFA, which consent shall not unreasonably be withheld. In effecting staffing changes, the FSMC and the SFA shall work cooperatively in order to achieve the financial requirements and management goals set forth herein. The FSMC may not implement any staffing change, which would limit or abridge any right or privilege of any SFA employee pursuant to any applicable collective bargaining agreement. "Staffing Change" shall include any hiring, termination, realignment of positions, change in the number of positions, substantial change in conditions of employment, and other similar staffing change, affecting SFA employees.
- F. If provided for in the Offer, SFA and FSMC may transition SFA's food service employees to FSMC's payroll. If transition occurs, FSMC shall give first consideration to current employees of SFA or incumbent contractor when hiring employees to provide services pursuant to this Contract, but FSMC shall not be obligated to hire such employees. SFA shall not pay cost of transferring SFA employees to FSMC payroll. Under a cost-reimbursable contract, after transition occurs, FSMC may charge the cost of transitioned employees to SFA as Direct Costs.
- G. The FSMC managers will direct and supervise all food service employees, including employees of the SFA. The FSMC shall maintain safety programs for employees as required. Also, the use of student workers or students enrolled in the SFA is prohibited without prior approval.
- H. The FSMC shall obtain SFA approval before awarding any wage increases during the life of the contract.
- I. The SFA may require in writing the removal of an employee of the FSMC, who violates health requirements or conducts himself/herself in a manner that is detrimental to the physical, mental or moral wellbeing of students, staff and faculty. The FSMC will have a policy for the removal or suspension of an employee, and procedures to immediately restructure its staff without disruption in service. The FSMC will abide by the Drug Free, Alcohol Free rules and regulations of the SFA and all local policies. (Provide the information on Attachment 1)
- J. The FSMC shall cooperate with the SFA's Food Service Advisory Board, consisting of students, parents, and SFA staff in developing menus and other food service programs. The FSMC staff shall schedule, keep, and maintain records of the advisory meetings, including sign-in sheets and agenda for the term of this contract and all renewals.

### **PROPOSED PERSONNEL SCHEDULE AND TRAINING**

- A. The FSMC shall have a daily staffing schedule of food service employees. The staffing schedule will include a daily listing of employees by school and position description, the daily hours scheduled to work for each employee and the corresponding employee wage rate. Each school-staffing schedule will illustrate the total daily hours and daily cost. The FSMC will have a plan with regards to employment of the existing food service staff. The FSMC will ensure the level of service meets the needs of each school in the SFA.
- B. The FSMC will have a detailed training program for employees, directors, and managers. The training program will include how the FSMC will train its employees to abide by the all policies, rules and regulations with respect to its use of SFA premises. The training program will meet the requirements of the Professional Standard for all School Nutrition Program employees as part of the Healthy Hunger Free Kids Act of 2010. [7CFR 210 & 235 (effective 7/1/15)]

### **USDA FOODS**

A. Schools and sponsors that participate in the NSLP and SBP are eligible to receive USDA Foods. USDA gives the SFA an entitlement dollar amount each school year based on the number of meals served in Nevada the previous school year. Any USDA Foods received by the SFA and made available to the FSMC shall be used only for the benefit of the SFA's food service operation. No USDA Foods will be used for special functions outside of the NSLP, SBP, and SFSP such as catering. All USDA Foods received by the SFA and made available to the FSMC accrue only to the benefit of the SFA school food service and are fully utilized therein. The FSMC shall create a method where they will pass the value of the USDA Foods used to the SFA as a credit. This credit must be stated monthly on SFA's invoice. 7CFR§210.16(a)(6) The total credit must include the Federal value, processing fees, and shipping and handling fees.

B. The SFA shall retain title to all USDA Foods and the FSMC will conduct all activities relating to USDA Foods for which it is responsible in accordance with 7CFR Parts 250, 210, 220, 225 and 226, as applicable.

C. The SFA shall assure that the maximum amount of USDA Foods is received and utilized by FSMC. 7CFR§210.9(b)(15) The SFA shall coordinate with the FSMC in the selection of USDA Foods; however, the final determination as to the acceptance of USDA Foods will be made by the SFA in accordance with the requirements in 7CFR§250.58 (a). Such coordination in ordering will ensure that only those USDA Foods that can be effectively utilized in the food service are ordered, and that such foods are ordered as early in the school year as possible, in order to ensure their use before the end of the year.

D. The SFA shall ensure that the FSMC has documented the value of all USDA Foods used in the SFA's meal service in the school year. [7CFR§250.51(a)]

E. SFA shall maintain responsibility for procuring processing agreements, private storage facilities, or any other aspect of financial management relating to USDA Foods. [7CFR§250.15]

F. FSMC shall accept and use all donated ground beef and ground pork products, and all processed end products, in SFA's food service program. Upon termination of this Contract, or if this Contract is not extended or renewed, FSMC must return all unused donated ground beef, pork and processed end products to SFA. 7CFR§250.52(c) FSMC further agrees to accept and use all other USDA Foods in SFA's food service. FSMC may use (substitute) commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods, in SFA's food service program. [7CFR§250.51(d)]

G. FSMC is prohibited from entering into any processing contracts utilizing USDA Foods on behalf of the SFA. FSMC agrees that any procurement of end products by FSMC on behalf of SFA will be in compliance with the requirements in subpart C of 7 CFR Part 250 and with the provisions of SFA's processing agreements. FSMC shall credit the SFA for the value of USDA Foods contained in the end products at the processing agreement value. All refunds received from processors must be credited to SFA's Nonprofit School Food Service Account. [7CFR§250.51(a)]

H. FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods. FSMC shall credit SFA for the value of all USDA Foods received for the use in SFA's meal service in the school year, including both entitlement and bonus foods, and including the value of USDA Foods contained in processed end products. The manner in which FSMC shall account for the value of USDA Foods is listed in 7CFR§250.51.

I. Cost-reimbursable: FSMC must itemize, in a separate line item in the regular monthly billing to SFA, the savings resulting from use of USDA Foods based on the market value of all USDA donated commodities received for use in SFA's food service. Market value shall be the value set by the NDA, which is the USDA Foods file cost as of a date specified by the NDA, unless otherwise noted. FSMC must include a template on how they will report the value of the USDA Foods each month. The SFA will allow crediting to be performed by disclosure; i.e., the FSMC credits the SFA for the value of USDA Foods by disclosing, in its billing for food costs submitted to the SFA, the savings resulting from the receipt of USDA Foods for the billing period. The SFA must also ensure that the method, and timing, of crediting does not cause its cash resources to exceed the limits established in 7CFR§210.9(b)(2) and §250.51(b).

J. The SFA must ensure that, in crediting it for the value of USDA Foods used in the meal service, the FSMC uses the donated food values determined by NDA, in accordance with 7CFR§250.58(e) and §250.51(c).

K. In the first year of the contract, the FSMC must integrate the SFA's USDA Foods inventory carried over from the previous year, if the SFA was self-operating in that year.

L. The FSMC is prohibited from cashing out USDA Foods and providing a credit to SFA for USDA Foods. (7CFR§250.13) The FSMC will comply with 7CFR part 250 concerning storage and inventory management of USDA Foods. The FSMC will maintain accurate and complete records with respect to the receipt, use/disposition, storage, and inventory of USDA Foods.

- M. The FSMC shall meet the general requirements of storage and requirement management of USDA Foods in 7CFR§250.14(b). The FSMC must ensure that its system of inventory management will not result in SFA being charged for USDA Foods. Failure by the FSMC to maintain the required records under this Contract shall be considered prima facie evidence of improper distribution or loss of USDA Foods.
- N. The FSMC shall allow SFA and/or any state or federal representative or auditor, including the Auditor General and USDA, or their duly authorized representatives, to perform onsite reviews of FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA Foods. 7CFR§250.53(a)(10)
- O. The FSMC shall maintain records to document its compliance with requirements relating to USDA Foods in accordance with 7CFR§250.54 at least annually. 7CFR§250.53(a)(11)
- P. If the FSMC is responsible for receiving shipments on behalf of the SFA and retaining records of receipt of USDA Foods and end products (in accordance with 7CFR§250.54(b)), the SFA must verify receipt of donated food shipments through its electronic records, or by contacting NDA and should not rely solely on the FSMC records.
- Q. The FSMC acknowledges that renewal of this Contract is contingent upon the fulfillment of all contract provisions herein relating to USDA Foods. 7CFR§250.53(a)(12)
- R. The FSMC shall have a strategy to meet the CFR's for USDA Foods and invoicing on how the FSMC will report the value of the USDA Foods monthly.
- S. The SFA requires the FSMC to attempt to use 100% of the USDA Foods in the SFA menus.
- T. Upon termination of this Contract, the FSMC must, at SFA's discretion, return other unused USDA Foods to SFA. The value of other unused USDA Foods shall be based on the market value of all USDA donated commodities received for use in SFA's food service. Market value shall be the value set by the NDA, which is the USDA Foods file cost as of a date specified by the NDA, unless otherwise noted. 7CFR§250.51(a)
- U. In the final year of the contract, if a FSMC is not able to use all the SFA's USDA Foods before the termination of the contract, the SFA will not return credit to the FSMC for the value of unused USDA Foods. In addition, the FSMC must not remove or retain unused USDA Foods at contract termination.
- V. The SFA must ensure that the FSMC is following the requirements of this section through its monitoring of the food service operation, as required in 7CFR parts 210, 225, or 226. The SFA will conduct a reconciliation at least annually (and upon termination of the contract) to ensure that the FSMC has credited it for the value of all donated foods received for use in the recipient agency's food service in the school or fiscal year, including, in accordance with the requirements in 7CFR§250.51(a), the value of donated foods contained in processed end products. The FSMC shall provide all documentation and assistance required by the SFA to complete the reconciliation.

## **HEALTH CERTIFICATION**

- A. The SFA will maintain applicable health certification and assure that all State and local regulations are being met by the FSMC preparing or serving meals at the SFA.
- B. The FSMC shall comply with all SFA local and sanitation requirements applicable to the preparation of food. 7CFR§210.16(a)(7). FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.
- C. The FSMC will be responsible for maintaining the premises, equipment and facilities in a condition satisfactory to the SFA. The FSMC shall adhere to the standards of cleanliness and sanitary practices as required by the designated Health Department authority, the SFA standards, and USDA standards to insure continual sanitation in all functions and matters related to the food service program.
- D. The FSMC shall maintain, in the storage preparation and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations and comply with the food safety inspection requirement. 7CFR§210.9(b)(14) The FSMC must have two (2) Food Safety Inspections completed during the contract period. The FSMC must provide to the SFA the Food Safety Inspection reports by June 30, 2020. (Public Law 108-265).
- E. The FSMC shall have State or local health certification for any facility outside the school in which it proposes to prepare meals and the FSMC shall maintain this health certification for the duration of the contract. 7CFR§210.16(c)(2).



**HOUSEKEEPING**

A. At the beginning and termination of the contract, the SFA and FSMC shall jointly take inventory of all food and supplies. However, the inventory of food and operational supplies will remain on the SFA's property. The SFA will furnish the necessary small wares, including trays, dishes, glassware, flatware, serving utensils, and the like, necessary for the FSMC to provide services. FSMC shall be responsible for accounting for any difference between the beginning inventory and the ending inventory and shall compensate SFA for any shortfall in inventory not arising from:

- (1) Normal wear and tear; or
- (2) Theft, fire or other casualty loss beyond the control of FSMC and not arising from the negligence of FSMC or its agents.
- (3) The value of the inventories, except for USDA Foods inventories, shall be determined by invoice cost.

B. The SFA will provide, without cost to the FSMC, suitable office facilities, including furniture and equipment, for use by the FSMC. The SFA will be responsible for the required cleaning and maintenance of dining areas and snack bar seating areas beyond the front edge of the serving lines, as well as periodic cleaning of all ceilings, ceiling fixtures, air ducts, and hood vent systems (as per local ordinance). The SFA will also provide and maintain adequate fire extinguishing equipment for food service areas, provide necessary pest control, and shall be responsible for the removal of refuse from refuse collection centers. The SFA shall, at its sole costs and expense, provide all utilities, including without limitation, proper lighting, electricity, gas, water (hot and cold), and telephone service, necessary for the FSMC to provide services. FSMC shall maintain the inventory of silverware, chinaware, kitchen utensils and other operating items necessary for the food service operation and at the inventory level as specified by SFA.

C. The SFA will replace expendable equipment and replace, repair and maintain nonexpendable equipment except when damages result from the use of less than reasonable care by the employees of FSMC.

D. The SFA shall ensure that food storage, preparation and service are in accordance with the sanitation and health standards established under State and local law and regulations. 7CFR§210.13(a)

E. The SFA/FSMC agrees to provide, install, maintain and operate an information technology system (which may include, but not be limited to, hardware, owned and licensed software and systems support) necessary for the operation of SFA's food service program ("the IT System"). SFA shall provide at its expense a suitable environment, including items such as: heat, air conditioning, phone and utility service as may be reasonably required for the installation, implementation, operation and maintenance of "the IT system."

F. The FSMC shall notify the SFA of any equipment belonging to the FSMC on the SFA premises within ten (10) days of its placement on SFA premises. The FSMC shall comply with all the SFA building rules and regulations. The FSMC shall not use the SFA's facilities to produce food, meals or services for third parties without the approval of SFA. If such usage is mutually acceptable, there shall be a signed agreement that stipulates the fees to be paid by the FSMC to the SFA for such facility usage. Such usage may not result in a cost to the Non-profit Food Service Account. The SFA, on the termination or expiration of this Contract, shall conduct a physical inventory of all equipment, food and supplies owned by SFA. Upon termination of this Contract, FSMC shall surrender to SFA all of SFA's equipment and furnishings used in SFA's Food Service Program in good repair and condition, reasonable wear and tear excepted.

G. During the course of this Contract, title to all SFA food and supplies shall remain with the SFA.

**ADMINISTRATIVE REVIEW AND PROCUREMENT REVIEW**

- A. **Administrative Review.** The FSMC shall meet all Administrative Review (AR) and Procurement Review (PR) requirements. The Administrative Review (AR) is a comprehensive evaluation of school meals programs by the Nevada Department of Agriculture (NDA) of SFAs participating in the NSLP and SBP and includes both Critical and General Areas of Review to assess compliance with regulations and policies applicable to these programs. The FSMC shall provide accurate Administrative Review (AR) information to the SFA and the NDA and ensure that the meal pattern is executed per the regulations.
- B. **Procurement Review (PR).** The procurement of goods and services is a significant responsibility of a school food authority (SFA). Obtaining the most economical purchase should be considered in all purchases when using Federal funds. Federal, state and local laws and regulations specify the procurement methods, terms and conditions SFAs must follow to competitively procure goods and services, award contracts, and oversee contractor performance. (2 CFR 200.318(b)). NDA is required to ensure that SFAs comply with the applicable provisions through audits, procurement reviews, technical assistance, training guidance materials and by other means. (7 CFR 210.19(a)(3))

**FINANCING OF EQUIPMENT**

A. The FSMC may finance equipment for the SFA's Food Service Program in an amount not to exceed \$5,000. The SFA will follow its usual procurement procedures for any transaction that is financed by the FSMC. The FSMC cannot be the vendor for any procurement that it finances for the SFA. The SFA shall repay any financing provided by the FSMC at the rate specified when the equipment was purchased, which sum shall be charged to the SFA as a Direct Cost to the food service program. This information must be documented on in offer. Ownership of the equipment shall at all times remain with the SFA.

B. If the Contract expires or is terminated prior to the complete repayment of the investment, the SFA shall, on the expiration date, or within five (5) days after receipt by either party of any notice of termination under this Contract, either:

- (1) Reimburse the FSMC the unpaid portion of the investment;
- (2) Deliver the equipment or other items funded by the investment to the FSMC; or
- (3) Lease purchase the equipment or other items funded by the investment from the FSMC and continue to pay FSMC a monthly payment in the amount specified when the equipment was purchased until the balance of the investment is repaid.

C. In this event, SFA's obligation under the Lease Purchase Agreement with FSMC shall be subject to the SFA's ratification of the rental agreement for each ensuing fiscal year.

**E-VERIFY REQUIREMENT**

A. The FSMC warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance.

B. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the FSMC may be subject to penalties up to and including termination of the Contract.

C. Failure to comply with a SFA audit process to randomly verify the employment records of FSMC and subcontractors shall be deemed a material breach of the contract and the FSMC may be subject to penalties up to and including termination of the contract.

D. The SFA retains the legal right to inspect the papers of any employee who works on the contract to ensure that the FSMC or subcontractor is in compliance.

**SAFETY**

A. Offeror, at its own expense and at all times, shall take all responsible precautions to protect persons and the School District/Public Entity property from damage, loss or injury resulting from the activities of Offeror, its employees, its subcontractors, and/or other persons present. Offeror will comply with all specific job safety requirements promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety Health Act of 1970.

B. All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Nevada Industrial commission, the national Electric Code, and the National Fire Protection Association Standards.

C. The FSMC agrees to utilize only experienced, responsible and capable employees in the performance of the work. SFA may require that the FSMC remove from the job, by this Contract, employees who endanger person or property or whose continued employment under this Contract is, in the opinion of SFA, not justified due to unacceptable performance of duties, or is inconsistent with the interests of SFA.

**SUBCONTRACTS**

A. The FSMC may, with the approval of the SFA and NDA, enter into written subcontract(s) for performance of certain functions under the Contract. Subcontractors must be approved in writing by the SFA and NDA prior to the effective date of any subcontract.

B. The FSMC shall not assign and/or delegate any of the duties and/or responsibilities to process DF under this Contract to any party, either by way of subcontract or any other arrangement, without the prior written consent of the SFA and the NDA. Prior to utilizing the services of any subcontractor under this Contract, the FSMC shall complete and submit to the SFA the NDA a Subcontractor Agreement (Refer to NPA) for each proposed subcontractor. Even if a subcontract is approved, the FSMC remains responsible as prime Contractor to ensure that DF is accounted for and processed according to the terms and conditions contained in this Contract and is obligated to inform the subcontractor of these requirements.

- D. FSMC's certificate(s) shall include all subcontractors as insured's under its policies or FSMC shall furnish to the SFA separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- E. The FSMC shall fully cooperate with other SFA contractors, subcontractors and assigns and shall carefully plan and perform its own work to accommodate the work of other SFA contractors. The FSMC shall not intentionally commit or permit any act which will interfere with the performance of work by any other SFA contractors.

#### TAXES

- A. If during the term of this Agreement any taxes are added or deleted, or there is a revision of an existing law or regulation such that the responsibility for any tax is shifted or altered, any of which results in increased or decreased costs to the FSMC, then the financial terms of this Agreement shall be adjusted to reflect the change in cost retroactive to the commencement of the change. The obligations described in this paragraph shall survive any termination of this Agreement, and will continue until the applicable statute of limitations, including legal extensions, has expired. The SFA and the FSMC shall agree to remain responsible for any liability or assessment, including related interest and penalties, resulting from a tax responsibility of that party, and reasonable collection expense, attorney's fees, and costs incurred in connection with the collection of any such amount from that party.



## **SECTION 4: UNIFORM TERMS AND CONDITIONS**

### **CONTRACT INTERPRETATION**

- A. Nevada Law. The law of Nevada applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the SFA, TEACH Las Vegas Board Policies and Administrative Regulations, and Nevada Revised Statutes (NRS).
- B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, the following shall prevail in the order set forth below:
- (1) Special Terms and Conditions;
  - (2) Uniform Terms and Conditions;
  - (3) Statement of Scope of Work;
  - (4) Specifications;
  - (5) Attachments;
  - (6) Exhibits;
  - (7) Special Instructions to Offeror; and
  - (8) Uniform Instructions to Offeror
- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.
- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- F. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- H. No action involving this RFP or a resulting contract may be brought except in the district and federal courts located in Clark County, Nevada, USA.

### **CONTRACT ADMINISTRATION AND OPERATION**

- A. Records. The Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of at least seven (7) years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with all applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. At any time during the term of this Contract and seven (7) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the SFA and, where applicable, NDA, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The SFA shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the SFA determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the SFA for testing and inspection.

E. Notices. Notices to the Contractor required by this Contract shall be made by the SFA to the person indicated on the Offer and Award form submitted by the Contractor unless otherwise stated in the Contract. Notices to the SFA required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice. An Amendment to the Contract shall not be necessary.

F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

G. Property of the SFA. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the SFA. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the SFA.

## **COSTS AND PAYMENTS**

A. Payments. Payments shall comply with the requirements for Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the SFA within thirty (30) days.

B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. destination and shall include delivery and unloading at the destinations.

C. Applicable Taxes.

(1) Payment of Taxes by the SFA. The SFA will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.

(2) State and Local Sales Taxes. The SFA is subject to all applicable state sales and use taxes. Sales taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

(3) Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall and require all Subcontractors to hold the SFA harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

(4) IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the SFA.

## **CONTRACT CHANGES**

A. Amendments. This Contract is issued under the authority of the TEACH Las Vegas Board of Trustees and has been signed by an authorized designee. The RFP and any resulting contract is managed and monitored by Director of Procurement and Contracts. Changes to the contract may be modified only through a Contract Amendment within the scope of the Contract signed by SFA's authorized designee. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim to this Contract based on those changes.

B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The Procurement Officer shall not unreasonably withhold approval.

## **RISK AND LIABILITY**

A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

B. General Indemnification. To the extent permitted, the SFA shall be indemnified and held harmless by the Contractor for its vicarious liability as a result of entering into this Contract. Each party to this Contract is responsible for its own negligence.

C. Indemnification - Patent and Copyright. To the extent permitted, the Contractor shall indemnify and hold harmless the SFA against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the SFA of materials furnished or work performed under this Contract. The SFA shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

D. Force Majeure.

(1) Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

(2) Force Majeure shall not include the following occurrences:

- (a) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
- (b) Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- (c) Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

(3) If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended automatically for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

(4) Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

E. Third Party Antitrust Violations. The Contractor assigns to the SFA any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

## WARRANTIES

A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.

B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the SFA of the materials or services, they shall be:

- (1) Of a quality to pass without objection in the trade under the Contract description;
- (2) Fit for the intended purposes for which the materials or services are used;
- (3) Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
- (4) Adequately contained, packaged and marked as the Contract may require; and
- (5) Conform to the written promises or affirmations of fact made by the Contractor.

C. Fitness. The Contractor warrants that any material or service supplied to the SFA shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection testing of or payment for the materials or services by the SFA.

E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.

F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contract shall maintain all applicable licenses and permits.

G. Survival of Rights and Obligations after Contract Expiration or Termination.

(1) Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that, the SFA is not subject to or barred by any limitations of actions.

(2) Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

### **SFA CONTRACTUAL REMEDIES**

A. Right to Assurance. If the SFA in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the SFA option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

B. Stop Work Order.

(1) The SFA may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

(2) If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

C. Non-exclusive Remedies. The rights and the remedies of the SFA under this Contract are not exclusive.

D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the SFA may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

E. Right to Offset. The SFA shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the SFA or damages assessed by the SFA concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

### **CONTRACT TERMINATION**

A. Cancellation for Conflict of Interest. The SFA may cancel this Contract any time after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the SFA is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

B. Gratuities. The SFA may, by written notice, terminate this Contract, in whole or in part, if the SFA determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the SFA for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The SFA, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.

C. Suspension or Debarment. The SFA may, by written notice to the Contractor, immediately terminate this Contract if the SFA determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.

D. Termination for Convenience. The SFA reserves the right to terminate the Contract, in whole or in part at any time, with a 120-day notice when in the best interests of the SFA without penalty or recourse. The Contractor shall stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the SFA. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the SFA. The Contractor shall be entitled to receive just and equitable compensation

for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided shall apply.

**E. Termination for Default.**

(1) In addition to the rights reserved in the Uniform Terms and Conditions, the SFA reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor. At the SFA's sole discretion, the SFA may offer a period of time for the Contractor to cure the breach. If such a period of time is offered, the contract will be terminated only if the Contractor fails to cure the breach in the time specified by the SFA.

(2) Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the SFA.

(3) The SFA may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the SFA for any excess costs incurred by the SFA re-procuring the materials or services.

**F. Continuation of Performance through Termination.** The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

**GIFT POLICY**

A. The SFA will accept no gifts, gratuities or advertising products from vendors. The SFA has adopted a zero-tolerance policy concerning vendor gifts. The SFA may request product samples from vendors for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.

**INTEGRITY OF OFFER**

A. By signing this Offer, the Offeror affirms that the Offeror has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip favor, or service to any employee of the School District/Public Entity in connection with the submitted Offer. Failure to sign the Offer, or signing it with a false statement, shall void the submitted offer or any resulting contract.

**OFFSHORE PERFORMANCE**

A. Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the school district/charter school shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

**CONTRACTOR'S EMPLOYMENT ELIGIBILITY**

A. By entering the contract, contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.

B. The SFA may request verification of compliance from any contractor or subcontractor performing work under this contract. The SFA reserves the right to confirm compliance in accordance with applicable laws.

C. Should the SFA suspect or find that the contractor or any of its subcontractors are not in compliance, the SFA may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

**TERRORISM COUNTRY DIVESTMENTS**

A. The SFA is prohibited from purchasing from a company that is in violation of the Export Administration Act.

**FINGERPRINT AND BACKGROUND CHECKS**

A. Any contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at TEACH Las Vegas may be required to obtain a valid fingerprint clearance card and/or pass a background check conducted by the district.

- B. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the School District.
- C. Contractor shall comply with the Governing Body fingerprinting and/or background check process.

**CLARIFICATIONS**

- A. Clarification means communication with Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Offer. It is achieved by explanation or substantiation, either in a written response to an inquiry from the District/Public Entity or as initiated by Offeror. Clarification does not give Offeror an opportunity to revise or modify its Offer, except to the extent that correction of apparent clerical mistakes results in a revision.

**CONFIDENTIAL/PROPRIETARY INFORMATION**

- A. If a firm believes specific information contained in their proposals are trade secret, propriety business information or otherwise confidential under the Nevada Revised Statutes (NRS), the firm should designate that specific information as confidential with the specific NRS citation, which is the basis for the confidential designation. The TEACH LAS VEGAS will not accept for consideration a proposal that is entirely or substantially marked confidential. A public records request for any documents that are part of this RFP will be processed by the TEACH LAS VEGAS Office of the General Counsel and in accordance with the Nevada public records laws. TEACH LAS VEGAS does not sign a confidential or non-disclosure agreements as part of the RFP process.
- B. Pricing: The TEACH LAS VEGAS will not consider pricing to be confidential or proprietary.
- C. Public record: All Offers submitted in response to this solicitation shall become the property of the School District/Public Entity. They will become a matter of public record available for review, unless properly marked as confidential as outlined in 18A. above, subsequent to award notification, under the supervision of the Purchasing Official by appointment.



## **SECTION 5: SPECIAL INSTRUCTIONS TO OFFEROR**

### **AUTHORIZED SIGNATURE**

A. For any document that requires the Offeror's signature, the signature provided must be that of the Owner, Partner or Corporate Officer duly authorized to sign contractual Agreements. Additionally, if requested by SFA, disclosure of ownership information shall be submitted.

- (1) Privately Owned: The Owner must sign the contract.
- (2) Partnership: A Partner must sign the contract.
- (3) Corporation: A Corporate Officer must sign the contract.

B. If a person other than these specified individuals signs the contract, a Power of Attorney indicating the employee's authority must accompany the contract.

### **PRE-PROPOSAL CONFERENCE**

A Pre-Proposal Conference will be held in conjunction with this solicitation. Please refer to the cover page of this solicitation for details concerning this meeting. Attendance at this meeting is **MANDATORY**. A FSMC may only submit a proposal response if it attended the mandatory Pre-Proposal Conference.

Proposers are required to submit questions or clarifications by the question deadline via email only. Please refer to the cover page of this solicitation for details concerning the question deadline. Questions must be submitted to the attention of Enrique Robles, Director of Operations & Data Strategy, **via email at FoodServices@teachlv.org** referencing the solicitation number. It is the responsibility of the Offeror to submit questions or clarifications by the deadline identified on the cover page of this solicitation. Unless the contact person for this solicitation issues a solicitation amendment, the requirements stated in this solicitation stand and are to be provided by any FSMC.

The top three prospective companies will be invited to inspect a representative sample/all of TEACH Las Vegas' facility and equipment prior to submitting an offer in order to determine all requirements associated with the proposed contract. This will occur at the mandatory Pre-Proposal Conference which will include a tour of the central kitchen, elementary, middle, and high schools.

### **OFFER OPENING**

As this is a Request for Proposals, Offers shall be opened publicly at the time and place designated on the cover page of this document. The name of each Offeror shall be read publicly and recorded. Prices will not be read. Offers will not be subject to public inspection until after a letter of intent is published. This will be recorded via Zoom and made available upon request. TEACH Public Schools and TEACH Las Vegas staff will be in attendance for the opening exclusively.

### **AWARD OF CONTRACT**

Award of a contract will be made to the a responsive and responsible Offeror whose offer is determined to be the most advantageous to the SFA based on the evaluation criteria set forth in the Solicitation.

### **INCLUSIVE OFFEROR**

Per 2 CFR 200.231, Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority-owned business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

### **FEDERAL IMMIGRATION AND NATIONALITY ACT**

By submission of the Offer, the Offeror warrants that both it and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees. The SFA may, at its sole discretion require evidence of compliance during the evaluation process. Should the SFA request evidence of compliance, the Offeror shall have five (5) days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the time frame specified shall result in the Offer not being considered for contract award.

### **OFFER FORMAT AND CONTENT**

A. FSMCs shall submit one (1) bound proposal clearly marked original, eleven (11) bound identical copies of the proposal, and one (1) identical electronic response in Microsoft Word, Microsoft Excel, or Adobe PDF, on a CD or flash drive in a sealed package or envelope. Subcategories of information in each of the volumes should be highlighted for ease of evaluating the

information contained therein. All substantive exceptions and supporting rationale shall be identified as such and consolidated on the attachment. The SFA may accept or reject any such exceptions at its sole discretion.

B. To facilitate evaluation, the Offer must be specific, and complete to clearly and fully demonstrate the Offeror has a thorough understanding of the requirement, can provide detailed information and relate experience concerning previous performance of similar services. Statements that the Offeror understands, can or will comply with the Scope of Work, statements paraphrasing the Scope of Work or parts thereof, and phrases such as “standard procedures will be employed” or “well-known techniques will be used”, etc., will be considered unacceptable. Offerors should note that data previously submitted shall not be relied upon nor incorporated in the Offer by reference. Only data in the sealed proposal will be considered during the evaluation process.

C. Binding and Labeling. Each copy of the Offer shall be presented in a bound form with the cover indicating the Solicitation number, the Offeror’s name and address and copy number (i.e. Copy 2 of 4). To be considered, each Offeror must submit a complete response and all forms included in this RFP must be provided in each proposal. In the event that Offeror modifies, revises, or changes the RFP and/or Contract in any manner, the SFA may reject the offer as non-responsive.

D. Indexing. The sections of the original and each copy of the Offer shall be indexed to indicate the applicable parts and elements. Orderliness of the Offer, readability and similar factors should be considered in Offer preparation.

E. Format. The mandatory information to be placed in each copy of the Offer is listed below. Each copy shall furnish sections for information discussed in the Scope of Work. Lack of these submissions may cause the Offer to be declared unacceptable.

- (1) Section One of the Offer shall be titled **Executive Summary**. This section shall include a signed copy of the Offer and Award Form.
- (2) Section Two of the Offer shall be titled **Pricing**. This section shall include the information described in Section 7: FSMC Offer Requirements of the RFP.
- (3) Section Three of the Offer shall be titled **Method of Approach and Implementation Plan**. This section shall provide a narrative on the methodology to be used to accomplish Scope of Work responsibilities to the extent possible for evaluation purposes. The language of the narrative should be straightforward and limited to facts, solutions to problems and proposed plans of action.
  - (a) The FSMC must submit a comprehensive plan on how the FSMC will provide input to purchase food for the menus that will keep costs low and quality high. In the plan, the FSMC must describe the methodology it will use to document the market value of the USDA Foods or commodities *used* on the invoice. The FSMC shall provide a sample invoice in the proposal that will meet all the information listed in the Special Terms and Conditions that pertain to USDA requirements
  - (b) Provide a 21-day breakfast menu that will meet the USDA requirements.
  - (c) Provide a 21-day lunch menu for all applicable age grade groups that will meet the USDA requirements.
  - (d) Provide detailed information about the FSMC’s philosophy regarding promotion (increasing awareness and participation) of the school food service program.
  - (e) Provide a comprehensive plan on how the Offeror shall implement Hazard Analysis and Critical Control Point (HACCP) principles to meet the USDA guidance effective July 1, 2006. Public Law 108-265.
  - (f) Provide detailed information about the FSMC internal accounting program.
  - (g) Provide a detailed marketing plan for the Nutrition Services program.
  - (h) The FSMC must demonstrate in this section that it understands the depth and breadth of TEACH LAS VEGAS’s Nutrition Services program and that it can successfully manage the food service program and grow the program.
  - (i) Provide a detailed implementation plan for this project
- (4) Section Four of the Offer shall be titled **Offeror’s Experience, Expertise and Reliability**. This section shall provide information which reflects the Offeror’s experience and reliability. This section shall specifically address or include:
  - (a) At least three (3) verifiable professional references must be provided regarding services provided by the Offeror similar to those required under this Solicitation.
  - (b) Provide a detailed description of all FSMC management positions being proposed along with résumés of all FSMC management staff.
  - (c) A proposed daily staffing schedule of food service employees. The staffing schedule will include a daily listing of position by school, the daily hours scheduled to work for each position and the corresponding wage rate for position. Each school-staffing schedule describe the total daily hours and daily cost.
  - (f) A description of the training plan that the FSMC will give to employees.
  - (g) A list of all food service operations. Please highlight those operations that are of similar size and scope to TEACH LAS VEGAS.
  - (h) A list of school districts where food services contracts have been terminated in the past five (5) years. This information should be provided on Attachment 7.16.

(5) Section Five of the Offer shall be titled **Required Documents**. This section shall include complete and signed copies of Attachment 1, Offeror’s Drug Free Workplace; Attachment 2, Certification of Debarment/Suspension; Attachment 3,



Certification Regarding Lobbying; Attachment 4, Independent Price Determination; Attachment 5, Non-Collusion Affidavit; and Attachment 6, IRS W-9).

### **EVALUATION AND SELECTION**

- A. Evaluation of Offers may be accomplished in four steps.
1. Step One. Initial review of Offer to determine basic responsiveness to the Solicitation, where offers will be reviewed to ensure they include all required information.
  2. Step Two. Evaluation of offer to assess the Offeror's capability to deliver the required services in accordance with the terms and conditions set forth in the Solicitation and requirements of the Scope of Work. This step may include presentation from selected finalists (see D. Oral Presentations/Interview below).
  3. Step Three. Discussions with Offerors concerning their offers. This step includes requests for Final Proposal Revisions from finalists still considered susceptible of winning contract award(s).
  4. Step Four. Contract award(s) made to the responsive and responsible Offeror(s) whose offer is determined to be the most advantageous to the SFA, based on the following criteria (in bold print below), which are listed in descending order of importance.
    - **Pricing:** Demonstrated capability to meet the needs of the SFA food operations using the best cost-effective method. Also the Offeror must meet the pricing information as described in the Pricing Section.
    - **Method of Approach and Implementation Plan:** Demonstrated capability to meet the needs of the SFA food operation service as described in the Method of Approach and Implementation Plan section of the Scope of Work. This shall include information on how Offeror plans on conducting business in the SFA.
    - **Offeror's Experience, Expertise and Reliability:** Demonstrated experience in operating a food service operation in a SFA. This can be Nevada experience, or another food service program, and may include evaluation of references submitted.
- B. Evaluation of Optional Terms. The SFA will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate SFA to exercise the option(s).
- C. Discussions. The SFA reserves the option to conduct discussions with those Offerors who submit Offers determined by the SFA to be reasonably susceptible of being selected for award.
- D. Oral Presentation/Interview. If the SFA elects to select those identified as being in the competitive range from the written evaluation for an oral presentation/interview prior to final determination of contract award, the SFA will contact the top-scoring Offeror(s) to schedule a date, time and location. Notification shall be in writing and include the date, time, and location of the firm's scheduled presentation.
  - Commitments made by the FSMC at the oral presentation/interview, if any, will be rendered in writing and considered binding.

### **FINAL PROPOSAL REVISIONS**

- A. In the event the Procurement Officer determines discussions are required, discussions on the areas, items, and factors specified in this Solicitation may be held an Offeror or Offerors determined to be in the competitive range.
- B. The Offeror is permitted to make revisions during negotiations. Offerors should be aware that a complete understanding as to pricing, technical, and all other terms and conditions of the proposed contract must exist between the Offeror and SFA at the conclusion of negotiations (best and final offer).
- C. Discussions will be concluded when a mutual understanding has been reached with each Offeror remaining in the competitive range. This mutual understanding will become the basis for the Offeror's Final Proposal Revision.
- D. The Final Proposal Revision must be returned, signed and dated by the Offeror within the time and date specified to be eligible for award.

## **SECTION 6: UNIFORM INSTRUCTIONS TO OFFEROR**

### **INQUIRIES**

- A. **Duty to Examine:** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the offer due date and time nor shall it give rise to any Contract claim.
- B. **Solicitation Contact Person:** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person and must be received by the deadline indicated on the cover page. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee or Board Trustee. Communication regarding this solicitation with any other District employee or Trustee may result in rejection of proposal.
- C. **Submission of Inquiries:** All inquiries must be submitted in writing via email by the deadline. Please refer to the cover page of this solicitation for the deadline and appropriate email address. Any inquiry related to this Solicitation shall refer to the appropriate Solicitation number, page, and paragraph.
- D. **No Right to Rely on Verbal Responses:** Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum. An Offeror may not rely on verbal responses to its inquiries.
- E. **Solicitation Amendments/Addenda:** The Solicitation shall only be modified by a Solicitation Amendment or Addendum. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Offer. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Offer.
- F. **Pre-Proposal Conference:** If a Pre-Proposal Conference has been scheduled under this Solicitation, the date, time, and location must appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions about the Solicitation, the procurement process, or the operation at that time. Offerors are strongly encouraged to submit any question raised during the Pre-Proposal Conference in writing to the email address on the cover page to ensure they are answered in an Addendum. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendums.
- G. **Persons with Disabilities:** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made at least 72 hours in advance to allow time to arrange the accommodation.

### **OFFER PREPARATION**

- A. **Forms:** An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile, telegraphic or mailgram offer shall be rejected.
- B. **Typed or Ink / Corrections:** The Offer, and all other correspondence must be typed or in ink. Erasures, interlineations or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- C. **Evidence of Intent to be Bound:** The Offer and Acceptance form within the Solicitation must be submitted with the Offer and must include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, may result in rejection of the Offer.
- D. **Subcontracts:** Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer. Per 7CFR§3017.200 debarment verification shall be completed on subcontracts/subcontractors. This will be completed by the subcontractor prior to contract approval.
- E. **Cost of Offer Preparation:** The School District/Public Entity will not reimburse any Offeror for the cost of responding to a Solicitation or for attending an oral presentation/interview.

F. Solicitation Amendments/Addenda: Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be signed with an original signature by the person signing the Offer and shall be submitted with the sealed Offer no later than the offer due date and time. Failure to return a signed copy of a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum may result in rejection of the Offer.

G. Federal Excise Tax: School Districts/Public Entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.

H. Provision of Tax Identification Numbers: Offerors are required to provide their Nevada Sales & Use Tax number, State of Nevada Vendor ID number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Award Form and provide the tax rate and amount, if applicable, on the Price Sheet.

I. Identification of Taxes in Offer: School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. If Nevada resident Offerors do not indicate taxes on a separate item in the Offer, the SFA will conclude that the price(s) offered includes all applicable taxes. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Offeror.

J. Disclosure: If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

K. Solicitation Order of Precedence: In the event of a conflict in the provisions of this Solicitation, and any subsequent contracts, the following shall prevail in the order set forth below:

- (1) Special Terms and Conditions;
- (2) Uniform Terms and Conditions;
- (3) Statement of Scope of Work;
- (4) Specifications;
- (5) Attachments;
- (6) Exhibits;
- (7) Special Instructions to Offerors; and
- (8) Uniform Instructions to Offerors

L. Delivery: Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

### **SUBMISSION OF OFFER**

A. Sealed Envelope or Package: Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package. A sealed proposal (offer) delivered to the address on the cover page by the date and time specified on the cover page shall be the only acceptable means of submitting proposal.

B. Offer Amendment or Withdrawal: An Offer may not be amended or withdrawn after the offer due date and time except as otherwise provided under applicable law.

C. Public Record: Under applicable law, all Offers submitted and opened are public records and must be retained by the School District/Public Entity. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the School District/Public Entity. If a firm believes specific information contained in their proposals are trade secret, propriety business information or otherwise confidential under the Nevada Revised Statutes (NRS), the firm should designate that specific information as confidential with the specific NRS citation, which is the basis for the confidential designation. The TEACH LAS VEGAS will not accept for consideration a proposal that is entirely or substantially marked confidential. A public records request for any documents that are part of this RFP will be processed by the TEACH LAS VEGAS Office of the General Counsel and in accordance with the Nevada public records laws. TEACH LAS VEGAS does not sign a confidential or non-disclosure agreements as part of the RFP process.

D. Non-collusion, Employment, and Services: By signing the Offer and Award form or other official contract form, the Offeror certifies that:

- (1) The prices have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been, nor will not be, disclosed directly or indirectly to any other Offeror or to any competitor; no attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; and
- (2) It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment; and
- (3) By submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction by any Federal department or agency, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body; and
- (4) By submission of this proposal, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

#### **ADDITIONAL OFFER INFORMATION**

A. Unit Price Prevails: Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

B. Taxes: All applicable taxes in the Offer will be considered by the School District/Public Entity when determining the lowest bid or evaluating solicitations; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Nevada and is not subject to a sales or use tax of a political subdivision of this state. In that event, all applicable taxes which are obligations of Offerors in state and out of state, shall be disregarded in the contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor. Nevada Sales and use taxes shall not be considered when evaluating Offers.

C. Late Offers: A submitted Offer received after the exact offer due date and exact time **shall be rejected**. The time clock at the exact location for Offer submission listed on the cover page is the official time, without exception. TEACH LAS VEGAS is not responsible for proposer's method of delivery. If using a third-party carrier to deliver Offer, Offerors are strongly encouraged to ship proposals early in case of a delay by the carrier. Such a delay resulting in delivery of Offer after the exact day and time Offers are due will result in rejection of Offer.

D. Disqualification: The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.

E. Offer Acceptance Period: An Offeror submitting an Offer under this Solicitation shall hold its Offer open from the submission date until a decision is made by the TEACH LAS VEGAS Board of Trustees. Award of contract is estimated to be May 12, 2020 but may be earlier or later at TEACH LAS VEGAS's discretion. TEACH LAS VEGAS will provide successful Offeror with the actual date of anticipated award prior to fully executing contracts. If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open until TEACH LAS VEGAS's Board of Trustees makes a final determination on award.

F. Payment: Payments shall comply with the requirements of Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete, detailed, and accurate invoice, including all rebates, credits, and discounts for payment within thirty (30) days.

G. Waiver and Rejection Rights: Notwithstanding any other provision of the solicitation, the SFA reserves the right to:

- (1) Waive any minor informality;
- (2) Reject any and all offers or portions thereof; or
- (3) Cancel a solicitation.

#### **AWARD**

A. Number or Types of Awards: Where applicable, the SFA, reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the SFA. If the Procurement Officer determines that an aggregate award to one Offeror is not in the School District/Public Entity's interest, "all or none" Offers shall be rejected.

B. Contract Commencement: An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by TEACH LAS VEGAS with an authorized signature on the Offer and Award Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.

C. Effective Date: The effective date of this Contract shall be July 1, 2022.

D. Governing Board Approval: Final acceptance for the SFA will be contingent upon the approval by the TEACH LAS VEGAS Board of Trustees which is estimated to be May 12, 2020 but may be earlier or later at TEACH LAS VEGAS's discretion.

### **PROTESTS**

- A. Any unsuccessful Proposer may protest a pending Recommendation for Award in strict accordance with NRS 332.
- B. Appellant must submit a written letter of protest to the Director of Procurement and Contracts no later than six (6) calendar days after Recommendation for Award is posted. The letter must include the name, address, telephone number and email address of the protestor. Additionally, the letter must identify solicitation number, the form of relief requested, and it must be signed by the protestor or its representative
- C. Pursuant to NRS 332, the notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice of protest believes the applicable provisions of the law were violated.
- D. Appellant will be required to post a bond with a good and solvent surety company authorized to do business in the state of Nevada or submit other security in a form approved by TEACH Las Vegas, which will hold the bond or other security until a determination is made on the protest. Such bond must be submitted with the written protest to the Director of Procurement and Contracts by the deadline.
- E. The bond or other security shall be in the amount of twenty-five percent (25%) of the total dollar value of appellant's bid, up to a maximum bond or other security amount of two hundred fifty thousand (\$250,000).
- F. Appellant will not seek any type of judicial intervention until TEACH Las Vegas of Trustees has rendered its final decision on the protest.
- G. TEACH Las Vegas is not liable for any costs, expenses, attorney's fees, and loss of income or other damages sustained by appellant in proposal appeal process.
- H. TEACH Las Vegas will stay any award action until after the Board of Trustees renders a final decision.
- I. If a protest is granted or upheld, the full amount of the posted bond will be returned to the appellant. If the protest is denied or not upheld, a claim may be made against the bond for expenses suffered by TEACH Las Vegas because of the unsuccessful protest.

## **SECTION 7: FSMC OFFER REQUIREMENTS**

### **QUALIFICATION OF OFFEROR**

- A. Qualification data must be submitted by each FSMC along with the sealed offer, and include the information as follows:
  1. Any interested FSMC must be presently operating a comparable, successful school food service program or be able to effectively demonstrate sufficient experience and knowledge in operating a school food service program.
  2. Annual reports or financial statements for the past year. These reports and financial statements must be certified by a licensed public accountant and must be included in the pre-qualification data.
  3. An authorized representative of the interested company must certify acceptance of the basis for criteria and the basis for selection of an interested FSMC.
  4. Information about the other districts and/ or charter the FSMC is currently working with in Nevada. Details should include district/charter name, district size, number of sites, contract start date, and date and findings noted on the most recent administrative review.

### **OFFEROR REFERENCES**

- A. FSMC offeror must provide at least three verifiable professional references regarding services provided by the offeror similar to those required under this solicitation. References must include:
  1. District/ Public Entity Name
  2. Address
  3. Contact Name
  4. Contact Information
  5. Description of Services

### **CONTRACT PRICING SUMMARY**

- A. Fixed Fee. The FSMC will be paid at a fixed rate per meal. Do not submit a proposal with a monthly flat rate because it will not be evaluated and will not be approved by NDA.
- B. Fixed-meal Rate Bid: the FSMC must bid and will be paid at a fixed rate per meal. The offer amount should be based on assumption that no donated commodities will be available for use. The SFA will not permit the FSMC to pre-credit for USDA Foods.

### **LABOR COSTS (Option 1)**

- A. All non-management food service employees shall remain employees of the SFA. The FSMC Food Service Director may direct all SFA food service employees.
- B. FSMC shall maintain its own personnel and fringe benefits policies for its employees, subject to review by SFA. Under a cost-reimbursable contract, fringe benefits, as well as the basis for any salary increases, must be specified in the Offer and approved by SFA in order for these to be Allowable Costs. Salary increases, if any, shall be awarded, in part, on the basis of criteria mutually established by SFA and FSMC. Such criteria, at a minimum, shall reflect measurable and substantive improvements in operating efficiencies, such as unit costs for food, labor and direct items or specific and identifiable increase in such areas as the total numbers of students and staff participating in food service programs, and the total number of identified students for free and reduced meal reimbursements.
- C. Offeror must provide

### **LABOR COSTS (Option 2)**

- A. There will be 2 non-management food service employees who shall remain employees of the FSMC. There will be 2 food service employees who shall remain employees of the SFA. The FSMC Food Service Director may direct the SFA food service employees. The information about current food service operations staffing are on Exhibit A
- B. FSMC shall maintain its own personnel and fringe benefits policies for its employees, subject to review by SFA. Under a cost-reimbursable contract, fringe benefits, as well as the basis for any salary increases, must be specified in the Offer and approved by SFA in order for these to be Allowable Costs. Salary increases, if any, shall be awarded, in part, on the basis of criteria mutually established by SFA and FSMC. Such criteria, at a minimum, shall reflect measurable and substantive improvements in operating efficiencies, such as unit costs for food, labor and direct items or specific and identifiable increase



in such areas as the total numbers of students and staff participating in food service programs, and the total number of identified students for free and reduced meal reimbursements.

C. Offeror must provide

### **LABOR COSTS (Option 3)**

- A. All management and non-management food service employees shall remain employees of the FSMC. The FSMC Food Service Director may direct the SFA food service employees. The information about current food service operations staffing are on Exhibit A.
- B. FSMC shall maintain its own personnel and fringe benefits policies for its employees, subject to review by SFA. Under a cost-reimbursable contract, fringe benefits, as well as the basis for any salary increases, must be specified in the Offer and approved by SFA in order for these to be Allowable Costs. Salary increases, if any, shall be awarded, in part, on the basis of criteria mutually established by SFA and FSMC. Such criteria, at a minimum, shall reflect measurable and substantive improvements in operating efficiencies, such as unit costs for food, labor and direct items or specific and identifiable increase in such areas as the total numbers of students and staff participating in food service programs, and the total number of identified students for free and reduced meal reimbursements.
- C. Offeror must provide

### **SCHEDULE OF TERMS FOR THE FSMC GUARANTEE**

- A. The FSMC offeror must describe in detail the Guarantee Return conditions, forecasting of cost, and settlement of losses and/or surpluses.
- B. The FSMC must select provide either a:
  1. **Guaranteed No Loss:** FSMC guarantees the SFA no loss for the operation of the food service program.
  2. **Guaranteed Minimum Return:** FSMC guarantees the SFA a return no less than a certain dollar amount for the operation of the food service program
- C. The FSMC must state what the Guarantee Minimum Return amount will be for the SFA for Year 1 of the contract and the estimated guarantee minimum return to the SFA for years 2-5.

### **FINANCIAL PROJECTED WORKSHEET**

- A. Based on the information provided in Exhibit A and B of the RFP, the FSMC must provide projected revenues and expenditures. Offer must provide estimates for contract years 1-5. The following information must be included in projections submitted:
  1. Revenues
    - Cash Sales
      - Student Breakfast Sales
      - Student Lunch Sales
      - A-La-Carte Sales
      - Adult Sales
      - Special Event sales
    - Federal Reimbursement (based on current rates)
      - Breakfast
      - Lunch
      - Snacks
      - Summer Food Service Program
      - USDA Foods Credit
  2. Expenses
    - SFA Food Costs
      - Gross Food Costs
      - Food Delivery Costs
      - USDA Foods Used
      - USDA Foods Delivery
      - USDA Foods Processing
    - Labor Costs
    - FSMC Fees
      - Administrative Fee
      - Management Fee
    - Direct Costs
      - Paper and Disposable Goods
      - Replacement/Small Wares
      - Auto Expenses
      - Insurance Expense
      - Telephone

- Office Supplies
- Postage
- Bank Deposit Services
- Uniforms and Laundry
- Other Delivery and Freight/ Non-Food
- Advertising, Promotions & Menu
- Marketing/franchise and Décor
- Equipment Purchases
- Depreciation of Equipment
- Equipment Repair
- Licenses
- Employee Travel
- Security background check
- Miscellaneous-Specify

#### **OFFEROR'S 21 DAY CYCLE MENU**

- A. The food-based menu planning approach requires specific food group components to be served in an established age/grade group. At a minimum, schools must offer all food group components in the quantities specified for breakfast and lunch. The five food group components established are meat/meat alternate, grain, vegetable, fruit, and fluid milk. (See Exhibit C: Meal Patterns – School Breakfast and School Lunch)
- B. FSMC Offeror must provide a 21 Day Cycle menu all applicable age grade groups for breakfast, lunch, snack, and summer food service.

#### **OFFEROR'S INTERNAL ACCOUNTING PROCESS**

- A. Give detailed information regarding your internal accounting process. At minimum offeror must provide the following information:
  1. Detailed inventory control for storage areas, including USDA Foods
  2. Accounting controls
  3. Method of recording, checking and reporting sales
  4. Internal control of cash handling
  5. Internal audit system
  6. All regular accounting forms used, with detailed explanation of their operation and importance
  7. Account periods
  8. Detailed description of showing credits and rebates on invoices and the method used to reach those amounts
  9. Data collection for purposes of evaluating the effectiveness of new and current programs

#### **OFFEROR'S ORGANIZATION CHART**

- A. Each offeror must provide a Company Organization Chart. Identify the Project Personnel who will be working with the SFA and include what the FSMC's plan is for the administrative, management and the supervision proposed under the specifications of this contract.

#### **OFFEROR'S PERSONNEL INFORMATION**

- A. Each offeror must describe the FSMC's experience as managers and consultants of food service operations in general and public/charter schools in particular.
- B. Submit résumés of all personnel who will be working with the SFA. The résumés shall include the following:
  1. Education
  2. Number of years of experience, number of years with the company
  3. Specific related experience
  4. Availability of the person to work with TEACH Las Vegas
  5. Current and proposed time commitments of this person
  6. Associates or outside consultants and previous work experience with proposed outside sources (if any)
  7. Depth of management and support resources

#### **OFFEROR'S TRAINING PROGRAM**

- A. Submit a detailed description of the FSMC's training program for employees, Directors, managers and support at all levels. Training program description should include:
  1. How the FSMC will train its employees to abide by all policies, rules and regulations with respect to its use of TEACH Las Vegas' premises
  2. Detail on the training areas as required for USDA Professional Standards Requirements
  3. How the FSMC attempts to improve employee morale and reduce turnover



**OFFEROR'S FOOD SERVICES PROGRAM LIST**

- A. The FSMC must have extensive experience as food service operators and consultants of food service programs in general, and in public/charter schools. The FSMC shall have specific strategies for increasing both student and adult participation, while at the same time providing high quality, nutritional food. The FSMC shall have experience with this in other schools.
- B. Offeror must provide a list of all Nevada, as well as, other nationwide operations where you are operating food service programs. List should include:
  - 1. School District/Charter Name
  - 2. Population
  - 3. Location
  - 4. Client Contract
  - 5. Phone Number
  - 6. Scope of Services
  - 7. % of Participation
  - 8. % of Free and Reduced Lunch

**OFFEROR'S DISCONTINUED OR TERMINATED SERVICES**

- A. List the school districts where your services have been discontinued or terminated in the past 3 years. You must indicate the following:
  - 1. Name of School District/ Public Entity
  - 2. Contact Name of School District/ Public Entity
  - 3. Telephone number of contact
  - 4. Number of sites served
  - 5. Length of the relationship
  - 6. Reason for termination

**OFFEROR'S DRUG FREE WORKPLACE POLICY**

- A. The FSMC will abide by the Drug Free, Alcohol Free rules and regulations of TEACH Las Vegas and all local policies. Preference will be given to vendors submitting a signed certification with their proposal certifying they have a drug free workplace. (Attachment 1)

**OFFEROR'S CERTIFICATION OF DEBARMENT/SUSPENSION**

- A. All offerors must submit a signed certification of Debarment/Suspension. (Attachment 2)

**OFFEROR'S CERTIFICATION REGARDING LOBBYING**

- A. All offerors must submit a signed certification regarding lobbying. (Attachment 3)

**OFFEROR'S CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

- A. All offerors must submit a signed certificate of independent price determination. (Attachment 4)

**OFFEROR'S SIGNED NON-COLLUSION AFFIDAVIT**

- A. All offerors must submit a signed non-collusion affidavit. (Attachment 5)

**OFFEROR'S IRS W-9 FORM**

- A. All offerors must submit an IRS W-9 form. (Attachment 6)

## ATTACHMENT 1: OFFEROR'S DRUG FREE WORKPLACE POLICY

The FSMC will abide by the Drug Free, Alcohol Free rules and regulations of TEACH Las Vegas and all local policies. Preference will be given to vendors submitting a certification with their proposal certifying they have a drug free workplace. The FSMC shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substance is prohibited in the workplace and specifies the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintain a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement in subsection (1).
4. In the statement specified in the subsection (1) notify the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the violation of any controlled substance law of the United States or any state, for the a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As a person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Company Name: \_\_\_\_\_

Vendors Signature: \_\_\_\_\_

## ATTACHMENT 2: CERTIFICATION OF DEBARMENT/SUSPENSION

### Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the No procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Organization Name

---

PR/Award Number Project Name

---

Name(s) and Title(s) Authorized Representative(s)

---

Signature(s)

---

Date

### ATTACHMENT 3: CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

\_\_\_\_\_  
Name/Address of Organization

\_\_\_\_\_  
Name/Title of submitting Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## DISCLOSURE OF LOBBYING ACTIVITIES

### INSTRUCTIONS FOR COMPLETION OF SF-LLL

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or Agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative Agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other, aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES**

Check this box if not applicable

**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352**

**(See reverse for public burden disclosure.)**

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan guarantee</p> <p><input type="checkbox"/> e. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:                  year _____ quarter _____                  date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee                  Tier _____, if known</p> <p>Congressional District, <i>if known</i>:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, <i>if known</i>:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description</p> <p>CFDA Number, <i>if applicable</i>: _____</p>	
<p>8. Federal Action Number, <i>if known</i>:</p>	<p>9. Award Amount, <i>if known</i>: \$</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity</p> <p>(if individual, last name, first name, MI):</p> <p>(attach continuation sheet(s) SF-LLL-A, if necessary)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a.)</p> <p>(last name, first name, MI):</p> <p>(attach continuation sheet(s) SF-LLL-A, if necessary)</p>	
<p>11. Amount of Payment (<i>check all that apply</i>):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (<i>check all that apply</i>):</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other; specify: _____</p>	
<p>12. Form of Payment (<i>check all that apply</i>):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), of Member(s) contracted, for payment indicated on item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only:</p>		

### ATTACHMENT 4: CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

Both the School Food Authority and the Food Service Management Company (Offeror) shall execute this Certificate of Independent Price Determination.

\_\_\_\_\_  
Name of Food Service Management Company

\_\_\_\_\_  
Name of School Food Authority

- (A) By submission of this Offer, the Offeror certifies and in the case of a joint Offer, each party thereto certifies as to its own organization, that in connection with this procurement:
  - (1) The prices in this Offer have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor;
  - (2) Unless otherwise required by law, the prices which have been quoted in this Offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other Offeror or to any competitor; and
  - (3) No attempt has been made or will be made by the Offeror to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition.

- (B) Each person signing this Offer on behalf of the Food Service Management Company certifies that:
  - (1) He or she is the person in the Offerors organization responsible within the organization for the decision as to the prices being Offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
  - (2) He or she is not the person in the Offeror's organization responsible for the decision as to the prices being Offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

**To the best of my knowledge, this Food Service Management Company, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:**

\_\_\_\_\_  
Signature of Food Service Management Company's Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**In accepting this Offer, the SFA certifies that no representative of the SFA has taken any action which may have jeopardized the independence of the Offer referred to above.**

\_\_\_\_\_  
Signature of School Food Authority Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Note: Accepting a bidder's Offer does not constitute award of the contract.**



### ATTACHMENT 5: NON- COLLUSION AFFIDAVIT

State of Nevada )  
County of ) ss.

\_\_\_\_\_, affiant,  
(Name of Person Authorized to Sign Offer)

the \_\_\_\_\_  
(Title)

of \_\_\_\_\_  
(Contractor/Offeror)

the persons, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

That such Proposal is genuine and not sham or collusive, nor made in the interest of, or behalf of, any persons not herein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham Proposal, or any other person, firm or corporation to refrain from submitting a Proposal, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

\_\_\_\_\_  
(Signature of Person Authorized to Sign Offer)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public in and for the

State of \_\_\_\_\_

County of \_\_\_\_\_

# ATTACHMENT 6: IRS W-9 FORM

Form <b>W-9</b> (Rev. August 2013) Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h2>	<b>Give Form to the requester. Do not send to the IRS.</b>	
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)		
	Business name/disregarded entity name, if different from above		
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____		Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)	
	City, state, and ZIP code		
List account number(s) here (optional)			

<b>Part I Taxpayer Identification Number (TIN)</b>					
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.					
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center; background-color: #f2f2f2;">Social security number</td> </tr> <tr> <td style="text-align: center;">[ ] [ ] [ ] [ ] - [ ] [ ] [ ] [ ] - [ ] [ ] [ ] [ ]</td> <td></td> </tr> </table>	Social security number		[ ] [ ] [ ] [ ] - [ ] [ ] [ ] [ ] - [ ] [ ] [ ] [ ]	
Social security number					
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	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center; background-color: #f2f2f2;">Employer identification number</td> </tr> <tr> <td style="text-align: center;">[ ] [ ] [ ] [ ] - [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]</td> <td></td> </tr> </table>	Employer identification number		[ ] [ ] [ ] [ ] - [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]	
Employer identification number					
[ ] [ ] [ ] [ ] - [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]					
<b>Note.</b> If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.					

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	
<b>Sign Here</b>	Signature of U.S. person ▶ _____ Date ▶ _____

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Cat. No. 10231X

Form **W-9** (Rev. 8-2013)

**EXHIBIT A: TEACH LAS VEGAS STUDENT POPULATIONS SERVED**

TEACH Las Vegas (“TEACH LV”), a full K-12 span school, is based on the successful model of TEACH Public Schools in Los Angeles, California.

**MISSION**

The mission of TEACH Las Vegas is to create a high quality, innovative K-12 teaching and learning environment in North Las Vegas that focuses on literacy; integrating state-of-the-art technologies across the core curriculum to achieve academic proficiency for all students. To fulfill our mission, we will:

- 1) Challenge students who are unchallenged by traditional teaching applications to attain academic proficiency to grade level and above
- 2) 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.

**VISION**

TEACH LV 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 TEACH will be effectively applied to students’ daily lives.

TEACH LV will create an educational environment that will foster success in the classroom as well as the community. To this end, the school will work relentlessly toward the following program goals:

- 1) Prepare students for academic success through secondary school as well as post-secondary education.
- 2) Prepare students to be responsible and active participants in their community.
- 3) Enable students to become life-long learners.

**ENROLLMENT PROJECTIONS**

GRADE	2022-23	2023-24	2024-25	2025-26	2026-27
K	50	75	75	75	75
1	50	50	75	75	75
2	50	50	50	75	75
3	50	50	50	50	75
4	50	50	50	50	50
5	50	50	50	50	50
6	30	50	50	50	50
7	30	30	50	50	50
8	30	30	30	50	50
9	N/A	75	75	75	75
10	N/A	N/A	75	75	75
11	N/A	N/A	N/A	75	75
12	N/A	N/A	N/A	N/A	75
<b>TOTAL</b>	<b>390</b>	<b>510</b>	<b>630</b>	<b>750</b>	<b>850</b>

FREE AND REDUCED PRICED MEAL ELIGIBLE POPULATION: 92%

2022-23 Academic Calendar

# 2022/23 School Calendar - TEACH Las Vegas

Month	Su	Mo	Tu	We	Th	Fr	Sa	Total Days	Wk	Days	Federal holidays / notes
<b>July 2022</b>	24	25	26	27	28	29	30	0			July 27 - July 29: New Teacher Work Days (no students)
	31	1	2	3	4	5	6	0			Aug. 1 - Aug. 5: Teacher Work Days (no students)
<b>Aug 2022</b>	7	8	9	10	11	12	13	5	1	5	Aug. 8: Students first Day to attend
	14	15	16	17	18	19	20	10	2	5	
	21	22	23	24	25	26	27	15	3	5	
	28	29	30	31	1	2	3	20	4	5	
<b>Sep</b>	4	5	6	7	8	9	10	24	5	4	Sept. 5: Labor Day Holiday - No school/students
	11	12	13	14	15	16	17	29	6	5	Sept. 12: PD Day - No students
	18	19	20	21	22	23	24	34	7	5	
	25	26	27	28	29	30	1	39	8	5	
<b>Oct</b>	2	3	4	5	6	7	8	44	9	5	Oct. 7: End of first quarter
	9	10	11	12	13	14	15	49	10	5	Oct. 10: PD Day; Oct. 14: Parent Conference - No school for students
	16	17	18	19	20	21	22	54	11	5	
	23	24	25	26	27	28	29	58	12	4	Oct. 28: Nevada Day - No School/students
<b>Nov</b>	30	31	1	2	3	4	5	63	13	5	
	6	7	8	9	10	11	12	67	14	4	Nov. 11: Veterans Day - No school/students
	13	14	15	16	17	18	19	72	15	5	
	20	21	22	23	24	25	26				Nov. 21 - 25: Thanksgiving Holiday Break
<b>Dec</b>	27	28	29	30	1	2	3	77	16	5	
	4	5	6	7	8	9	10	82	17	5	December 16: Semester Ends
	11	12	13	14	15	16	17	87	18	5	Dec. 19 - Dec. 30: Winter Break
	18	19	20	21	22	23	24				<b>2nd SEMESTER</b>
<b>Jan 2023</b>	25	26	27	28	29	30	31				
	1	2	3	4	5	6	7	91	19	4	Jan. 2: No School Students & Staff; Jan. 3: PD Day
	8	9	10	11	12	13	14	96	20	5	
	15	16	17	18	19	20	21	100	21	4	Jan. 16: Martin Luther King Jr. Day - No school/students
<b>Feb</b>	22	23	24	25	26	27	28	105	22	5	
	29	30	31	1	2	3	4	110	23	5	
	5	6	7	8	9	10	11	114	24	4	February 6: Contingency Day
	12	13	14	15	16	17	18	119	25	5	
<b>Mar</b>	19	20	21	22	23	24	25	123	26	4	February 20: Presidents' Day No School/students
	26	27	28	1	2	3	4	128	27	5	
	5	6	7	8	9	10	11	133	28	5	March 10: End of 3rd Quarter
	12	13	14	15	16	17	18	137	29	4	March 13: Contingency Day
<b>Apr</b>	19	20	21	22	23	24	25	142	30	5	
	26	27	28	29	30	31	1	147	31	5	
	2	3	4	5	6	7	8				April 3-7: Spring Break
	9	10	11	12	13	14	15	152	32	5	
<b>May</b>	16	17	18	19	20	21	22	157	33	5	April 17: PD Day - No students
	23	24	25	26	27	28	29	162	34	5	
	30	1	2	3	4	5	6	167	35	5	
	7	8	9	10	11	12	13	172	36	5	
<b>May</b>	14	15	16	17	18	19	20	177	37	5	
	21	22	23	24	25	26	27	180	38	3	May 24: Last Day of School for students
	28	29	30	31	1	2	3				Memorial Day

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## EXHIBIT B: TEACH LAS VEGAS MEAL PRICES/INCOME

The prices for previous school year are as follows:

Breakfast	\$2.15
Lunch	\$3.35
After School Snack	\$1.05

The income for previous school year here is as follows:

Total Cash	N/A
Total Reimbursements	N/A

Report Date: 04/01/2022

Time: 6:14:38PM

Nevada Department of Agriculture  
Food and Nutrition Division  
NSLP School Transaction History Report  
State Fiscal Year: 2021-2022

Page 1 of 2

**TEACH Las Vegas Charter School Agreement No: N-46-22**

Trx. Number	Trx. Type	Transaction Type Description	Trx. Ref. Date	Trx. Ref. Nbr.	Statement Process Date	Trx. Amount	Account Description
45,502	01	Claim	08/01/2021	11,172.00	11/01/2021	6,022.91	Section4
45,503	01	Claim	08/01/2021	11,172.00	11/01/2021	2,228.56	Severe Need Breakfast
45,504	01	Claim	08/01/2021	11,172.00	11/01/2021	710.00	ASC-High
45,530	01	Claim	09/01/2021	11,177.00	11/01/2021	9,066.75	Section4
45,531	01	Claim	09/01/2021	11,177.00	11/01/2021	3,816.87	Severe Need Breakfast
45,532	01	Claim	09/01/2021	11,177.00	11/01/2021	1,100.00	ASC-High
46,027	01	Claim	10/01/2021	11,288.00	12/16/2021	7,663.56	Section4
46,028	01	Claim	10/01/2021	11,288.00	12/16/2021	3,262.81	Severe Need Breakfast
46,029	01	Claim	10/01/2021	11,288.00	12/16/2021	900.00	ASC-High
46,030	01	Claim	11/01/2021	11,289.00	12/16/2021	7,339.75	Section4
46,031	01	Claim	11/01/2021	11,289.00	12/16/2021	3,078.12	Severe Need Breakfast
46,032	01	Claim	11/01/2021	11,289.00	12/16/2021	850.00	ASC-High
46,355	01	Claim	12/01/2021	11,356.00	02/01/2022	5,612.75	Section4
46,356	01	Claim	12/01/2021	11,356.00	02/01/2022	2,400.93	Severe Need Breakfast
46,357	01	Claim	12/01/2021	11,356.00	02/01/2022	650.00	ASC-High
46,455	01	Claim	01/01/2022	11,384.00	02/16/2022	8,212.50	Section4
46,456	01	Claim	01/01/2022	11,384.00	02/16/2022	3,516.75	Severe Need Breakfast
46,457	01	Claim	01/01/2022	11,384.00	02/16/2022	850.00	ASC-High
46,767	01	Claim	02/01/2022	11,453.00	03/16/2022	8,212.50	Section4
46,768	01	Claim	02/01/2022	11,453.00	03/16/2022	2,605.00	Severe Need Breakfast
46,769	01	Claim	02/01/2022	11,453.00	03/16/2022	900.00	ASC-High
<b>Total:</b>						<b>\$78,999.76</b>	



**EXHIBIT C: MEAL PATTERNS SCHOOL BREAKFAST AND SCHOOL LUNCH**

<b>School Breakfast Meal Pattern, SY 2019-20, 5-Day</b>						
<b>Serve Only</b>		<b>Offer vs. Serve (OVS)</b>				
<ul style="list-style-type: none"> <li>Minimum 3 items daily. Must prepare each of 3 required items in required amounts: Milk, Fruit/Juice/Vegetable, Grain</li> </ul>		<ul style="list-style-type: none"> <li>Minimum 4 items daily. Must prepare each of 3 required items in required amounts: Milk, Fruit/Juice/Vegetable, Grain and 1 additional item (may be grain, fruit/juice/veg, or meat/meat alternate)</li> <li>Students must have at least 3 items on tray at POS, 1 item must be a ½ cup Fruit/Juice/Vegetable</li> </ul>				
<b>REQUIRED</b>		<b>Grade K-5</b>	<b>Grade 6-8</b>	<b>Grade K-8</b>	<b>Grade 9-12</b>	<b>Grade K-12</b>
<b>1 item of Fluid milk</b> Must offer two varieties in fat content and/or flavor: Fat-free or low-fat(1% milk fat or less) flavored or unflavored.		1 cup daily	1 cup daily	1 cup daily	1 cup daily	1 cup daily
<b>1 item of Fruits/Juice/Vegetables</b> Juice must be 100% full-strength. No more than half weekly offering may be juice. In order to count starchy vegetables, must serve 2 cups of vegetables from other, dark green, red/orange and/or bean/peas subgroups in same week		1 cup daily	1 cup daily	1 cup daily	1 cup daily	1 cup daily
<b>1 item of Grain</b> Daily and weekly minimums must be met. At least half of the grains offered weekly must be whole grain-rich.		1 oz/eq (daily) 7-10 oz/eq (weekly)	1 oz/eq (daily) 8-10 oz/eq (weekly)	1 oz/eq (daily) 8-10 oz/eq (weekly)	1 oz/eq (daily) 9-10 oz/eq (weekly)	1 oz/eq (daily) 9-10 oz/eq (weekly)
<b>OPTIONAL</b>						
<b>1 item of Meat/Meat Alternate</b> No daily or weekly requirement Item counts towards grain weekly requirement		0	0	0	0	0
Calories Weekly Average		350-500	400-550	400-500	450-600	450-500
Sodium (mg) Weekly Average		≤485	≤535	≤485	≤570	≤485
Saturated Fat (% of total calories) Weekly average		≤ 10				
Trans Fat Daily		0g/serving				

School Lunch Meal Pattern, SY 2019-20, 5-Day							
<b>Serve Only:</b> <ul style="list-style-type: none"> <li>Must PREPARE all 5 components in required amounts</li> <li>AT POS: Must SERVE all 5 components in minimum required amount</li> </ul>			<b>Offer Versus Serve (OVS):</b> <ul style="list-style-type: none"> <li>Must PREPARE all 5 components in required amounts</li> </ul> <b>AT POS: Must TAKE at least 3 components in minimum required amount, one must be fruit or vegetable</b>				
<b>Component Specifications: Daily and Weekly Amount Based on the Average for a 5-Day week</b>							
		<b>Grades</b>	<b>K-5</b>	<b>6-8</b>	<b>K-8</b>	<b>9-12</b>	<b>Additional Information</b>
<b>Fruit (cups)</b>	<b>Weekly (daily)</b>		<b>2½ (½)</b>		<b>5 (1)</b>		Only 100% Fruit juice is allowed and no more than half the weekly offering for the fruit component may be 100% juice.
	<b>Serve Only: minimum amount required at POS</b>		½		1		
	<b>OVS: minimum amount to count at POS</b>		½		½		
<b>Total Vegetable (cups)</b>	<b>Weekly (daily)</b>		<b>3 ¾ (¾)</b>		<b>5 (1)</b>		Only 100% Vegetable juice is allowed and no more than half the weekly offering for the fruit component may be 100% juice.
	<b>Serve Only: minimum amount required at POS</b>		¾		1		
	<b>OVS: minimum amount to count at POS</b>		½		½		
<b>Vegetable Subgroups (cups)</b>			<b>Minimum weekly amounts</b>				
Dark green			½		½		No maximum for any subgroup. <i>*Must offer more than minimum weekly values in order to meet weekly total</i>
Red/Orange			¾		1 ¼		
Beans/Peas (legumes)			½		½		
Starchy			½		½		
Other			½		¾		Minimum creditable amount to count as a subgroup is 1/8 cup
To meet weekly requirement, vegetables from ANY subgroup			1		1		
<b>Grains (oz/eq.)</b>	<b>Weekly (daily) amounts</b> <i>*Not required to meet Weekly maximum</i>		<b>8-9* (1)</b>	<b>8-10* (1)</b>	<b>8-9* (1)</b>	<b>10-12* (2)</b>	<b>At least half of the grains offered must be whole grain rich.</b>  Weekly, no more than 2 oz/eq. grain based dessert
	<b>Serve Only and OVS: Minimum amount to count as a component at POS</b>		1	1	1	2	
<b>Meat/ Meat Alternate (oz/eq.)</b>	<b>Weekly (daily) amounts</b> <i>*Not required to meet Weekly maximum</i>		<b>8-10* (1)</b>	<b>9-10* (1)</b>	<b>9-10* (1)</b>	<b>10-12* (2)</b>	
	<b>Serve Only and OVS: Minimum amount to count as a component at POS</b>		1	1	1	2	
<b>Fluid milk (cups)</b>	<b>Weekly (daily)</b>		<b>5 (1)</b>			Must offer two varieties daily. (Variety can be fat content or flavor)	

Dietary Specifications: Weekly Average Requirement for a 5-Day week (Lunch)					
Grades	K-5	6-8	K-8	9-12	Additional information
Minimum - Maximum calories (kcal)	550-650	600-700	600-650	750-850	
Sodium (mg) 2015-16	≤ 935	≤ 1035	≤ 935	≤ 1080	This is Target 2 for sodium. Target 3 will be implemented in SY2022.
Saturated fat (% of calories)	≤ 10				
Dietary Specifications: Daily Requirement for a 5-Day week					
Grades	K-5	6-8	K-8	9-12	
Trans fat	Nutrition label or manufacturer spec must indicate zero grams of trans fat per serving				



**EXHIBIT D: TEACH LAS VEGAS EVALUATION OF PROPOSALS**

Proposals will be opened on or after the date and time specified in the Schedule of Events. During the evaluation process, the SFA may ask Respondents to clarify information in the proposals, but Respondents may not change their proposals.

An error in the proposal may cause the SFA to reject that proposal; however, the SFA may, at its sole discretion, retain the proposal and make certain corrections. When determining if a correction will be made, the SFA will consider the conformance of the proposal to the format and content required by the RFP and that the Respondent's intent is clearly established based on review of the whole proposal. Based on that established intent, the SFA may choose to correct errors such as obvious grammatical or punctuation errors and arithmetic errors. The Master Copy of the proposal shall have priority over additional proposal copies.

The SFA will open proposals to determine if they contain all the required information in accordance with this RFP. The SFA will evaluate qualifying proposals using the following criteria:

CRITERIA	MAXIMUM POINTS
Cost	30
Administrative Requirements: did the Respondent include all required information in accordance with the General Instructions and Proposal Requirements? In addition,	10
Experience with School Breakfast & National School Lunch Programs and CACFP & Summer Feeding Program	20
Based on the Proposal Questionnaire responses and the Cover Letter, the Respondent demonstrates a complete understanding of the SFA's food service program and its service requirements, as described in the RFP and the Scope of Work, and can perform those services to the SFA's satisfaction	10
The financial stability of the Respondent.	20
Corporate capability and experience as measured by performance record, years in the industry, relevant experience, number of SFAs served, client retention and satisfaction, and references.	10
<b>TOTAL POINTS</b>	<b>100</b>

The SFA will score and rank selected proposals by assigning a score between zero and the maximum score to each proposal criterion. The SFA will recommend awarding the contract to the most responsive and responsible Respondent with the highest total proposal score.

# Coversheet

## Updated Fiscal Policy

**Section:** III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION  
**Item:** F. Updated Fiscal Policy  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** TEACH LV Fiscal Policies and Procedures.docx

# **TEACH Las Vegas**

## **Fiscal Policies and Procedures**

## **TEACH Las Vegas**

### **Fiscal Policies and Procedures**

#### **OVERVIEW AND GENERAL BUSINESS POLICIES**

The Board of TEACH Las Vegas (or “School”) has reviewed and adopted the following policies and procedures to ensure the most effective use of the funds of the School to support the mission and to ensure that the funds are budgeted, accounted for, expended, and maintained appropriately.

1. The Board approves financial policies and procedures, delegate’s administration of the policies and procedures to the Executive Director or Chief Operating Officer/Chief Financial Officer (CMO) and reviews operations and activities on a regular basis.
2. The Executive Director has responsibility for all operations and activities related to financial management. However, the Board and Executive Director can appoint or delegate someone else to perform the responsibilities.
3. Financial duties and responsibilities must be separated so that no one employee has sole control authorizing transactions, recording financial transactions and custody of assets.
4. The School will maintain in effect the following principles in its ongoing fiscal management practices to ensure that:
  - a. expenditures are authorized by and in accord with amounts specified in the board-adopted budget,
  - b. the school’s funds are managed and held in a manner that provides a high degree of protection of the school’s assets, and
  - c. all transactions are recorded and documented in an appropriate manner.

#### **Budget Development, Oversight Calendar and Responsibilities**

The School will develop and monitor its budget in accord with the annual budget development and monitoring calendar as specified below.

##### *January - April*

Charter Impact works with Executive Director and Chief Operating Officer/Chief Financial Officer to review proposed state budget for the upcoming fiscal year, and identify the likely range of revenues for the school’s upcoming fiscal year (July 1 - June

30) based on projected enrollment. Once the revenue estimates are complete, Charter Impact and the Executive Director or Chief Operating Officer/Chief Financial Officer develop the remainder of the budget including staffing levels, review of fixed costs and discretionary spending. Then a five-year budget projection is developed in accordance with the schools’ established strategic and growth plans.

## **TEACH Las Vegas**

### **Fiscal Policies and Procedures**

#### **Budget Development, Oversight Calendar and Responsibilities (continued)**

##### *May – June*

Charter Impact and the Executive Director and Chief Operating Officer/Chief Financial Officer reviews revenue projections subsequent to the Governor's annual budget figures, fine-tunes the upcoming fiscal year budget to accommodate any changes. This budget will include monthly cash flow projections. The Board reviews and formally adopts a budget for upcoming fiscal year before June 20. A copy of the final budget is provided to the charter-granting agency.

##### *July – August*

Books for prior fiscal year are closed by Charter Impact, all transactions are posted, and records assembled for audit.

The budget is reviewed and necessary adjustments are made. A copy of the revised final budget is provided to the charter-granting agency, if applicable.

##### *September – December*

The independent auditor performs audit of the closed fiscal year and prepares audit report for submission to the Audit Committee.

At the end of the first full week of school, the Executive Director or Chief Operating Officer/Chief Financial Officer reviews the Charter School's actual attendance figures and notifies the Board if actual attendance is below budget projections. If needed, the school's budget is revised to match likely revenues.

The Audit Committee of the Board reviews a copy of the audit. The Executive Director address any audit exceptions or adverse findings. Once the Board approves the audit report, it is submitted to charter-granting agency.

On a monthly basis, the Executive Director and Chief Operating Officer/Chief Financial Officer and Board reviews current year actual versus budgeted revenues and expenditures and other financial reports as presented by Charter Impact. The Board approves any needed changes to the annual budget.

#### **Budget Transfers**

The Executive Director or Chief Operating Officer/Chief Financial Officer may transfer up to \$10,000 from one unrestricted budget item to another without board approval, but shall notify the Board of the transfer at the next regularly scheduled meeting.

## **TEACH Las Vegas**

### **Fiscal Policies and Procedures**

#### **Banking Arrangements**

The School will maintain its accounts either in the County Treasury or at a federally insured commercial bank or credit union. Funds will be deposited in non-speculative accounts including federally-insured savings or checking accounts or invested in non-speculative federally-backed instruments or in the County's Pooled Money Investment Fund. If funds are held in accounts outside of the County Treasury, the Board must appoint and approve all individuals authorized to sign checks or warrants in accord with these policies and all checks over \$50,000 must be signed by two authorized signatories. Charter Impact will reconcile the school's ledger(s) with its bank accounts or accounts in the county treasury on a monthly basis.

#### **Record Keeping**

Transaction ledgers, duplicate unsigned checks, attendance and entitlement records, payroll records, and any other necessary fiscal documents will be maintained by school staff in a secure location for at least three years, or as long as required by applicable law, whichever is longer.

Appropriate back-up copies of electronic and paper documentation, including financial and attendance accounting data, will be regularly prepared and stored in a secure off-site location, separate from the school.

Charter Impact will retain electronic records at their site for a minimum of two (2) years; after which, the remaining five years will be the responsibility of the School.

#### **Property Inventory**

The Executive Director or Chief Operating Officer/Chief Financial Officer shall establish and maintain an inventory of all non-consumable goods and equipment worth over \$1,000. This inventory shall include the original purchase price and date, a brief description, serial numbers, and other information appropriate for documenting the school's assets. This property will be inventoried on an annual basis and lists of any missing property shall be presented to the Board.

All non-consumable school property lent to students shall be returned to the school no later than 5 working days after end of the school year. Any excess or surplus property owned by the school may be sold or auctioned by the Executive Director or Chief Operating Officer/Chief Financial Officer provided the Executive Director or Chief Operating Officer/Chief Financial Officer engages in due diligence to maximize the value of the sale or auction to the school. The sale or auction of property owned by the school with a fair market value in excess of \$1,000 shall be approved in advance by the Board.

## **TEACH Las Vegas**

### **Fiscal Policies and Procedures**

The Executive Director or Chief Operating Officer/Chief Financial Officer will immediately notify Charter Impact of all cases of theft, loss, damage or destruction of assets.

#### **Attendance Accounting**

The Executive Director or Chief Operating Officer/Chief Financial Officer will establish and maintain an appropriate attendance accounting system to record the number of days students are actually in attendance at the School and engaged in the activities required of them by the School. The annual audit will review actual attendance accounting records and practices to ensure compliance. The attendance accounting practices will be in conformance with Nevada Law.

1. ADA will be computed by dividing the actual number of days of student attendance by the number of calendar days of Instruction by the School.
2. The School's Instructional calendar will include at least 175 days of Instruction. The calendar must also document that the school offers an amount of annual minutes of Instruction as required pursuant to applicable law.
3. Independent study must be pre-arranged by the student's adult guardian and the School and that the adult guardian will be required to complete and submit documentation of engagement in Instructional activity to the school on forms prepared by the school. As applicable, such study shall be in full compliance with law governing independent study.

#### **Annual Financial Audit**

The Board will annually appoint an audit committee by January 1 to oversee the independent auditors for that fiscal year. Any persons with expenditure authorization or recording responsibilities within the school may not serve on the committee. The committee shall annually contract for the services of an independent certified public accountant to perform an annual fiscal audit. The audit shall include, but not be limited to (1) an audit of the accuracy of school's financial statements, (2) an audit of the school's attendance accounting and revenue claims practices, and in conjunction with (1) and (2) above, review the school's internal controls over financial reporting. The audit shall be prepared in accordance with any relevant Office of Management and Budget audit circulars if the School spends in excess of the amount which requires an audit. The Audit shall be completed, reviewed by the Board, and submitted to the charter-granting agency by December 15 of each year.

#### **Required Budget and Other Fiscal Reports**

## **TEACH Las Vegas**

### **Fiscal Policies and Procedures**

The Executive Director or Chief Operating Officer/Chief Financial Officer, working in conjunction with Charter Impact, will produce and submit to the charter granting agency any and all required fiscal reports as may be required by state or federal law, or mandated by the terms of the school's charter.

#### **Property and Liability Insurance**

The Executive Director or Chief Operating Officer/Chief Financial Officer shall ensure that the school retains appropriate property and liability insurance coverage. Property insurance shall be obtained and address business interruption and casualty needs, including flood, fire, earthquake, and other hazards with replacement cost coverage for all assets listed in the school's Property Inventory and consumables. Premises and Board errors and omissions liability insurance shall also be obtained and kept in force at all times on a "claims made" form with a self-insured retention of no more than \$50,000 per occurrence and limit of no less than \$5 million per occurrence. The school's Executive Director or Chief Operating Officer/Chief Financial Officer and other staff who manage funds shall be placed under a fidelity bond.

#### **Board Compensation**

Board members may not receive compensation for their services as directors or officers. They may receive reimbursement of expenses by resolution to be just and reasonable as to the time the resolution is adopted.

#### **Fundraising, Grant Solicitation, and Donation Recognition**

All fundraising or grant solicitation activities on behalf of the school must be approved in advance by the Board. The Board shall be informed of any conditions, restrictions, or compliance requirements associated with the receipt of such funds, including grants or categorical programs sponsored by the state or federal government. The Board shall be notified no later than the next regular board meeting of the award or receipt of any funds and shall approve the receipt of any grants, donations, or receipts of fundraising proceeds prior to their deposit in the school's accounts.

#### **Contracts**

Consideration will be made of in-house capabilities to accomplish services before contracting for them. Except as otherwise provided in these policies, the Executive Director or Chief Operating Officer/Chief Financial Officer may enter into contracts and agreements not to exceed \$50,000 without Board approval, provided funds sufficient for the contract or agreement are authorized and available within the school's board-adopted budget. Contracts and agreements in excess of \$50,000 must be submitted for board approval and may be executed by the Executive Director or Chief Operating Officer/Chief Financial Officer or other person specifically designated by the Board after the Board has duly approved the contract or



## **TEACH Las Vegas**

### **Fiscal Policies and Procedures**

agreement. Board approval is only required if a contract is entered into that exceeds \$50,000 in value or an individual transaction exceeds the \$50,000 threshold. The \$50,000 board approval threshold does not apply to cumulative expenditures that may exceed \$50,000 in a fiscal year if no contract exists.

Office staff will keep and maintain a contract file evidencing the competitive bids obtained (if any) and the justification of need for any contracts over \$25,000. Competitive bids will be obtained where required by law or otherwise deemed appropriate and in the best interests of the school.

Written contracts clearly defining work to be performed will be maintained for all contract service providers (i.e. consultants, independent contractors, subcontractors). Contract service providers must show proof of being licensed and bonded, if applicable, and of having adequate liability insurance and worker's compensation insurance currently in effect. The Executive Director or Chief Operating Officer/Chief Financial Officer may also require that contract service providers list the school as an additional insured.

If the contract service provider is a sole proprietor or a partnership (including LP, and LLP), the Office Manager will obtain a W-9 from the contract service provider prior to submitting any requests for payments to Charter Impact.

The Executive Director or Chief Operating Officer/Chief Financial Officer will approve proposed contracts and modifications in writing. Contract service providers will be paid in accordance with approved contracts as work is performed. The Executive Director or Chief Operating Officer/Chief Financial Officer will be responsible for ensuring the terms of the contracts are fulfilled. Potential conflicts of interest will be disclosed upfront, and the Executive Director or Chief Operating Officer/Chief Financial Officer and/or Member(s) of the Governing Board with the conflict will excuse themselves from discussions and from voting on the contract.

### **PURCHASING AND VENDOR PAYMENT**

#### **Segregation of Duties**

The School will develop and maintain purchase order forms to document the authorization of non-payroll expenditures. All proposed expenditures must be approved by the Executive Director or Chief Operating Officer/Chief Financial Officer, who will review the proposed expenditure to determine whether it is consistent with the Board-adopted budget. In the absence of a vendor invoice, the School will develop and maintain a check request form to document the approval of payment for specific items.

All transactions will be posted in an electronic general ledger maintained by Charter Impact. To ensure segregation of recording and authorization, the bookkeeper may not co-sign check requests for purchase orders.

## **TEACH Las Vegas**

### **Fiscal Policies and Procedures**

#### **General Purchasing Procedures**

Purchases of individual items and services over \$50,000 must include documentation of a good faith effort to secure the lowest possible cost for comparable goods or services. The Executive Director or Chief Operating Officer/Chief Financial Officer shall not approve purchase orders or check requests lacking such documentation. Documentation shall be attached to all check and purchase order requests showing that at least two vendors were contacted and such documentation shall be maintained for three years. Purchases in excess of \$50,000 must be bid by a board-approved process, except in the case of emergencies that necessitate the purchase of emergency response supplies, equipment, or services. While the lowest possible cost will always be reasonably secured, bidding and documentation of a good faith effort is not needed for cumulative expenditures that may exceed \$50,000 in a fiscal year if no contract exists or if no individual good or service exceeds \$50,000 in cost.

The Executive Director or Chief Operating Officer/Chief Financial Officer may authorize expenditures and may sign related contracts within the approved budget. The Governing Board must review all expenditures. This will be done via approval of a check register which lists all checks written during a set period of time and includes check #, payee, date, and amount. The Governing Board must also approve contracts and non-budgeted expenses over \$50,000.

When approving purchases, the Executive Director or Chief Operating Officer/Chief Financial Officer must:

- a. Determine if the expenditure is budgeted
- b. Determine if funds are currently available for expenditures (i.e. cash flow)
- c. Determine if the expenditure is allowable under the appropriate revenue source
- d. Determine if the expenditure is appropriate and consistent with the vision, approved charter, school policies and procedures, and any related laws or applicable regulations
- e. Determine if the price is competitive and prudent.

Any individual making an authorized purchase on behalf of the school must provide Charter Impact with appropriate documentation of the purchase. Individuals other than those specified above are not authorized to make purchases without pre-approval.

Individuals who use personal funds to make unauthorized purchases will not be reimbursed. Authorized purchases will be promptly reimbursed by a bank check upon receipt of appropriate documentation of the purchase.

The Executive Director or Chief Operating Officer/Chief Financial Officer may authorize an individual to use a school debit card to make an authorized purchase on behalf of the school, consistent with guidelines provided by the Executive Director or Chief Operating Officer/Chief

## **TEACH Las Vegas**

### **Fiscal Policies and Procedures**

Financial Officer and/or Governing Board. The following provisions apply to debit card purchases:

1. The school card will be kept under locked supervision in the Executive Director or Chief Operating Officer/Chief Financial Officer's office, and authorized individuals must sign the debit card out and must return the debit card and related documentation of all purchases within 24 hours of the purchases, unless otherwise authorized by the Executive Director or Chief Operating Officer/Chief Financial Officer.
2. If receipts are not available or are "missing", the individual making the charge will be held responsible for payment.
3. Debit cards will bear the names of both the Schools and the Executive Director or Chief Operating Officer/Chief Financial Officer .

#### **Petty Cash**

The Office Manager will manage the petty cash fund, which will be capped at \$200. All petty cash will be kept in a locked petty cash box in a locked drawer or file cabinet. Only the Office Manager, Executive Director or Chief Operating Officer/Chief Financial Officer will have keys to the petty cash box and drawer or file cabinet. All disbursements will require documentation of purchase. A register receipt for all purchases must be provided. The following are general petty cash operating procedures:

1. At all times the petty cash box will contain receipts and cash totaling \$200. A register receipt must support the petty cash slip. The individual using the petty cash to make a purchase is responsible for submitting the receipt for the petty cash slip to the Office Manager within 24 hours of withdrawing the petty cash.
2. When expenditures total \$200 (when cash balance is reduced to \$0), the Office Manager will total the disbursements, complete a Petty Cash Reimbursement Form, and obtain the approval of the Executive Director or Chief Operating Officer/Chief Financial Officer. This should be done on at least a quarterly basis. The supporting receipts will be attached to the reimbursement request form and forwarded to Charter Impact.
3. Petty cash fund reimbursement checks will be made payable to the Executive Director or Chief Operating Officer/Chief Financial Officer.
4. Any irregularities in the petty cash fund will be immediately reported in writing to the Executive Director and Chief Operating Officer/Chief Financial Officer.
5. Charter Impact will conduct surprise counts of the petty cash fund.

#### **Purchase Orders**

Non-recurring purchases should be accompanied by a purchase order, which must be approved by the Executive Director or Chief Operating Officer/Chief Financial Officer.

## **TEACH Las Vegas**

### **Fiscal Policies and Procedures**

1. The Office Manager and Office Technician will have the ability to generate a PO request in Office Books.
2. The PO is then automatically sent in Office Books to the Executive Director and/or Chief Operating Officer/Chief Financial Officer for approval.
3. Once approved, the PO is then emailed to the vendor or copied and mailed for confirmation.

#### **Payment Authorization**

All original invoices will be forwarded to the Executive Director or Chief Operating Officer/Chief Financial Officer for approval.

1. The Executive Director or Chief Operating Officer/Chief Financial Officer will carefully review each invoice, attach all supporting documentation (including a PO), and verify that the specified services and/or goods were received. When receiving tangible goods from a vendor, the person designated to receive deliveries should trace the merchandise to the packing list and note any items that were not in the shipment. The packing list should be submitted to Charter Impact with the invoice.
2. Once approved by the Executive Director or Chief Operating Officer/Chief Financial Officer, he/she will stamp a check authorization on the invoice and complete the required information, including noting the specific budget line item that is to be charged for the specified expenditures. The invoice and supporting documentation will be sent to Charter Impact on at least a weekly basis (Executive Director or Chief Operating Officer/Chief Financial Officer should be aware of invoice due dates to avoid late payments). Charter Impact will then process the invoices with sufficient supporting documentation.
3. The Executive Director or Chief Operating Officer/Chief Financial Officer may authorize Charter Impact to pay recurring expenses (e.g. utilities, leases, etc.) without the Executive Director or Chief Operating Officer/Chief Financial Officer's formal approval (signature) on the invoice when dollar amounts fall within a predetermined range. A list of the vendors and the dollar range for each vendor must be provided to Charter Impact in writing and updated on an annual basis.

#### **Accounts Payable Checks**

The Governing Board will approve, in advance, the list of authorized signers on the school account. The Executive Director or Chief Operating Officer/Chief Financial Officer and any other employee authorized by the Governing Board may sign bank checks within established limitations.

1. Charter Impact does not use pre-printed check stock to avoid the risk of theft.

## **TEACH Las Vegas**

### **Fiscal Policies and Procedures**

2. When there is a need to generate a check, the Office Manager will send appropriate approved documentation to Charter Impact. This is usually an approved invoice or Check Request Form.
3. Once approved by the Executive Director or Chief Operating Officer/Chief Financial Officer, Charter Impact prepares the check based on the check authorization prior to obtaining the appropriate signature(s).
4. The Executive Director or Chief Operating Officer/Chief Financial Officer and/or Board Treasurer/Chief Financial Officer will co-sign checks in excess of \$50,000 for all non-recurring items. All checks less than \$50,000 require only the signature of the Executive Director or Chief Operating Officer/Chief Financial Officer.
5. Checks may not be written to cash, bearer, or petty cash. Under no circumstance will any individual sign a blank check.
6. Charter Impact will record the check transaction(s) into the appropriate checkbook and in the general ledger.
7. A copy of any impress check will be sent to Charter Impact with directions to transfer funds from the schools operating account to refresh the impress account balance to \$10,000 within 5 business days.
8. Charter Impact will distribute the checks and vouchers as follows:
  - a. Original – mailed or delivered to payee
  - b. Duplicate or voucher – attached to the invoice and filed by vendor name by a Charter Impact accountant.
  - c. Cancelled Checks – maintained with the banking institution.
  - d. Voided checks will have the signature line cut out and will have VOID written in ink. The original check will be attached to the duplicate and forwarded to Charter Impact who will attach any other related documentation as appropriate.

### **Bank Reconciliations**

Bank statements will be received directly, unopened, by a district office staff member that does not have access to cash or the authority to approve payments or electronically. This staff member then scans and emails the statement to Charter Impact (or Charter Impact may be granted view-only online access). Once the statement is received:

1. Charter Impact will examine all paid checks for date, name, cancellation, and endorsement. Checks will be valid for 6<sup>th</sup> months, however any discrepancies regarding the paid checks or any checks over 90 days will be researched and if applicable deleted from the accounting system.
2. Charter Impact will prepare the bank reconciliation, verifying the bank statements and facilitating any necessary reconciliation.

## **TEACH Las Vegas**

### **Fiscal Policies and Procedures**

3. Charter Impact will compare the reconciled bank balance to the cash in the bank account and to the general ledger, immediately reporting any discrepancies to the Executive Director or Chief Operating Officer/Chief Financial Officer.

#### **CASH RECEIPT**

#### **MANAGEMENT General Procedures for Non-Governmental Cash**

##### **Receipts**

For all fundraising activities approved by the board, the School will establish internal controls to ensure the safeguarding of assets. The following are general procedures for recurring activities:

1. All fundraising activities must receive written preapproval from the Executive Director , or Chief Operating Officer/Chief Financial Officer.
  - a. All funds must be collected by the Office Manager and deposited into the lock box in a sealed envelope, along with any notes, forms, or other descriptions of how the funds are to be used.
  - b. The Office Manager and one other staff member will jointly open the lock box to verify the cash/check amounts, and sign off on the amounts received.
  - c. The lock box will be emptied at least two times per week, corresponding to days when deposits are made.
2. All checks will be immediately endorsed with the school deposit stamp, containing the following information: "For Deposit Only"
3. A deposit slip will be completed by the Office Manager and initialed by the Executive Director or Chief Operating Officer/Chief Financial Officer for approval to deposit. The deposit slip will be duplicated and documentation for all receipts (copy of check, letter, etc.) will be attached to the duplicate deposit slip.
4. Deposits totaling greater than \$2,000 will be deposited within 24 hours by the designated school employee. Deposits totaling less than \$2,000 will be made weekly by the designated school employee. All cash will be immediately put into a lock box.
5. The duplicate deposit slip and deposit receipt will be attached to the deposit documentation and forwarded to Charter Impact to be filed and recorded weekly.

##### **Volunteer Expenses**

All volunteers will submit a purchase requisition form to the Executive Director or Chief Operating Officer/Chief Financial Officer for all potential expenses. Only items with prior written authorization from the Executive Director or Chief Operating Officer/Chief Financial Officer will be paid/reimbursed.

##### **Returned Check Policy**



## **TEACH Las Vegas**

### **Fiscal Policies and Procedures**

A returned-check processing fee will be charged for checks returned as non-sufficient funds (NSF). Unless otherwise pre-approved by Charter Impact or the Executive Director or Chief Operating Officer/Chief Financial Officer, payment of the NSF check and processing fee must be made by money order or certified check.

In the event that a second NSF check is received for any individual, in addition to the processing fee, the individual will lose check-writing privileges. Payment of the NSF check, the processing fee and any subsequent payment(s) by that individual must be made by money order or certified check.

In the case of NSF checks written by parents of students, failure to pay may result in the withholding of report cards/transcripts at the end of the semester and/or school year until payment is received, unless other mutually agreeable arrangements are approved by the Executive Director or Chief Operating Officer/Chief Financial Officer and/or Governing Board. If unsuccessful in collecting funds owed, the school may initiate appropriate collection and/or legal action at the discretion of the Executive Director or Chief Operating Officer/Chief Financial Officer and/or Governing Board.

## **HUMAN RESOURCES AND**

### **PAYROLL Payroll Services and Setup**

Charter Impact prepares payroll checks, tax and retirement withholdings, tax statements, and to perform other payroll support functions. The Executive Director, Chief Operating Officer/Chief Financial Officer or Office Manager will establish and oversee a system to prepare time and attendance reports and submit payroll check requests. The Executive Director or Chief Operating Officer/Chief Financial Officer will review payroll statements each pay period to ensure that (1) the salaries are consistent with staff contracts and personnel policies and (2) the proper tax, retirement, disability, and other withholdings have been deducted and forwarded to the appropriate authority. All staff expense reimbursements will be on checks separate from payroll checks.

Upon hiring of staff, the Office Manager will be responsible for the creation of a personnel file will with all appropriate payroll-related documentation and completing or providing all of the items on the Employee Payroll Set-up/Change Form. Items include a federal I-9 form, tax withholding forms, retirement date, and an accounting of the use of sick leave.

### **Timesheets**

## **TEACH Las Vegas**

### **Fiscal Policies and Procedures**

All hourly employees will be responsible for completing a timesheet including vacation, sick, and holiday time (if applicable). The employee and the appropriate supervisor will sign the completed timesheet. Incomplete timesheets will be returned to the signatory supervisor and late timesheets will be held until the next pay period. No employee will be paid until a correctly completed timesheet is submitted. If an employee is unexpectedly absent and therefore prevented from working the last day of the pay period or turning in the timesheet (such as an employee calling in sick), the employee is responsible for notifying the signatory supervisor or for making other arrangements for the timesheet to be submitted. However, the employee must still complete and submit the timesheet upon return.

#### **Overtime**

Advanced approval in writing by the authorized supervisor is required for compensatory time and overtime. Overtime only applies to classified employees and is defined as hours worked in excess of eight (8) hours within a day or forty (40) hours within a week. Any hours worked in excess of an employee's regular work schedule must be pre-approved by the supervisor, unless it is prompted by an emergency. Overtime will not be granted on a routine basis and is only reserved for extraordinary or unforeseen circumstances. If a supervisor identifies a recurring need for overtime in any given position, the supervisor should immediately consult with the Executive Director or Chief Operating Officer/Chief Financial Officer for further guidance.



## **TEACH Las Vegas**

### **Fiscal Policies and Procedures**

#### **Payroll Processing**

For hourly employees, employees must sign timesheets to verify appropriate hours worked, resolve absences and compensations, and monitor number of hours worked versus budgeted. The Office Manager will approve these timesheets. No overtime hours should be listed on timesheets without the supervisor's initials next to the day on which overtime was worked. For school site salaried employees, employees must sign into a log book to verify working days for accuracy. The Office Manager will provide the designated school employee with any payroll-related information such as sick leave, vacation pay, and/or any other unpaid time.

For substitute teachers, the Office Manager will maintain a log of teacher absences and the respective substitutes that work for them. The Office Manager will verify that the substitutes initial the log next to their names before they leave for the day and that teachers, upon returning back to work, initial next to their names. The Executive Director or Chief Operating Officer/Chief Financial Officer will notify Charter Impact of all authorizations for approved stipends.

Payroll is processed within 10 days after the period in which it is earned for hourly employees.

1. The signatory supervisor will submit a Payroll Summary Report of timesheets to Charter Impact for processing.
2. Charter Impact will prepare the payroll worksheet based on the summary report.
3. The payroll checks (if applicable) will be delivered to the district office. The Executive Director, COO/CFO or Office Manager will document receipt of the paychecks and review the payroll checks prior to distribution.

#### **Payroll Taxes and Record Keeping**

Paychex will prepare payroll check summaries, tax and withholding summaries, and other payroll tracking summaries based on the reporting submitted.

Paychex will also prepare the state and federal quarterly and annual payroll tax forms for income tax withholdings, Social Security and Medicare and submit the forms to the respective agencies on behalf of the school. Charter Impact will prepare the quarterly state returns for unemployment and disability, review the forms with the Executive Director or Chief Operating Officer/Chief Financial Officer, and submit the forms to the state on behalf of the school.

The designated school employee will maintain written records of all full time employees' use of sick leave, vacation pay, and any other unpaid time.

1. The designated school employee will immediately notify the Office Manager or COO/CFO if an employee exceeds the accrued sick leave or vacation pay, or has any other unpaid absences.
2. Records will be reconciled when requested by the employee. Each employee must maintain personal contemporaneous records.

#### **Expense Reports**

## **TEACH Las Vegas**

### **Fiscal Policies and Procedures**

Employees will be reimbursed for expenditures within thirty (30) business days of presentation of appropriate documentation. Receipts or other appropriate documentation will be required for all expenses over five dollars and all reports must be approved by the Executive Director or Chief Operating Officer/Chief Financial Officer. Expenses greater than two months old will not be reimbursed.

Executive Director or Chief Operating Officer/Chief Financial Officer expense reports must be approved by another staff member (one of the other three not receiving the reimbursement) and always be submitted to Charter Impact for processing and payment, petty cash may not be used.

#### **Travel**

Employees will be reimbursed for mileage when the activity is pre-approved by the Executive Director or Chief Operating Officer/Chief Financial Officer. Mileage will be reimbursed at the government-mandated rate for the distance traveled, less the distance from the employee's residence to the school site for each direction traveled. For incidental travel, mileage will only be reimbursed if the one-way mileage exceeds 10 miles.

The Executive Director or Chief Operating Officer/Chief Financial Officer must pre-approve all out of town travel. Employees will be reimbursed for overnight stays at hotels/motels when pre-approved by an administrator and the event is more than 50 miles from either the employee's residence or the school site. Hotel rates should be negotiated at the lowest level possible, including the corporate, nonprofit or government rate if offered, and the lowest rate available. Employees will be reimbursed at the established per diem rate for any breakfast, lunch, or dinner that is not included as part of the related event.

Travel advances require written approval from the Executive Director or Chief Operating Officer/Chief Financial Officer and receipts for all advanced funds not returned. After the trip, the employee must enter all of the appropriate information on a Travel Expense Report and submit it to the Executive Director or Chief Operating Officer/Chief Financial Officer for approval and then on to Charter Impact for processing. If the advance exceeds the amount of the receipts, the employee will pay the difference immediately in the form of a check. If the advance is less than the amount of the receipts, the difference will be reimbursed to the employee in accordance with the expense report.

#### **Telephone Usage**

Employees will not make personal long distance calls on the telephones without prior approval from a supervisor. Employees will reimburse the school for all personal telephone calls.

## **TEACH Las Vegas Fiscal Policies and Procedures**

### **FINANCE AND FINANCIAL REPORTING**

#### **Monthly Reporting**

Charter Impact will submit a monthly financial report including:

a. Statement of Financial Position b.

Budget vs. Actual Report

c. Monthly Forecast

d. Accounts Payable Aging e.

Monthly Check Register

The report will be reviewed at the scheduled board meeting and action will be taken, if appropriate.

#### **Third Party Loans**

The Executive Director or Chief Operating Officer/Chief Financial Officer and the Board will approve all loans from third parties. In the case of a long-term loan, approval may also be required from the charter-granting agency in accordance with the terms of the charter petition and/or other lenders in accordance with the loan documents.

Once approved, a promissory note will be prepared and signed by the Executive Director or Chief Operating Officer/Chief Financial Officer before funds are borrowed.

#### **Fund Balance Reserve**

A cash reserve of at least 1% of the annual expenses will be maintained. Charter Impact will provide the Executive Director or Chief Operating Officer/Chief Financial Officer with a Statement of Financial Position on a monthly basis. It is the responsibility of the Executive Director or Chief Operating Officer/Chief Financial Officer and the Governing Board to understand the school's cash situation. It is the responsibility of the Executive Director or Chief Operating Officer/Chief Financial Officer to prioritize payments as needed. The Executive Director or Chief Operating Officer/Chief Financial Officer has responsibility for all operations and activities related to financial management.

## Coversheet

### Approve the Proposed Governing Board Meeting Dates for School Year 2022-2023

<b>Section:</b>	III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION
<b>Item:</b>	G. Approve the Proposed Governing Board Meeting Dates for School Year 2022-2023
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	Proposed 22-23 LV board meeting dates.pdf

## TEACH Las Vegas Regular Governing Board Meeting Schedule for the 2022-2023 School Year

All meetings will take place on Tuesdays at 5 pm

July 19, 2022

August 23, 2022

September 20, 2022

October 25, 2022

December 13, 2022

January 24, 2023

March 21, 2023

April 25, 2023

May 23, 2023

June 20, 2023

## Coversheet

Consider and Approve Renewal of Employee Benefits Package for Medical, Dental, Disability, Vision and Life for the July 21, 2022 - June 30, 2023.

**Section:** III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION  
**Item:** H. Consider and Approve Renewal of Employee Benefits Package for Medical, Dental, Disability, Vision and Life for the July 21, 2022 - June 30, 2023.  
**Purpose:**  
**Submitted by:**  
**Related Material:** 2022-07 TEACH LV Medical Proposal Final.pdf

# P R O P O S A L



P R E P A R E D F O R

## TEACH Las Vegas



# C O N T A C T

Distinctive Insurance  
8375 W. Flamingo Rd. Ste 102  
Las Vegas, NV 89147

**Account Manager**

Jessica Lepianka  
[jess@distinctive.net](mailto:jess@distinctive.net)  
**Phone:** (702) 990-6947  
**Fax:** (702) 396-4832

**Employee Benefits Consultant**

Marc Fish  
[marc@distinctive.net](mailto:marc@distinctive.net)  
**Phone:** (702) 874-3053  
**Fax:** (702) 396-4832



# M E D I C A L

<b>TEACH Las Vegas</b>	
<b>Market Study - Alternate Medical Plans</b>	
<b>Effective Date:</b>	<b>7/1/2022</b>
<b>Current Monthly Premium</b>	<b>\$3,722.71</b>

<b>Health Plan of Nevada (HMO)</b>		<b>HMO Solutions Bronze 25/6850/40%</b>	<b>HMO Balance Silver 45/7000/30%</b>	<b>HMO Solutions Silver 35/2500/30%</b>	<b>HMO Solutions Gold 30/500/30%</b>
3	EE Only	\$299.18	\$318.35	\$402.58	\$464.32
0	EE + Spouse	\$598.36	\$636.70	\$805.16	\$928.64
4	EE + Child(ren)	\$568.44	\$604.86	\$764.91	\$882.21
1	Family	\$957.38	\$1,018.71	\$1,288.26	\$1,485.83
<b>Estimated Monthly Premium</b>		<b>\$4,128.68</b>	<b>\$4,393.20</b>	<b>\$5,555.63</b>	<b>\$6,407.65</b>
<b>% Increase From Current</b>		<b>10.91%</b>	<b>18.01%</b>	<b>49.24%</b>	<b>72.12%</b>

<b>Health Plan of Nevada (POS)</b>		<b>POS Solutions Gold 15/0/2000/20%</b>	<b>POS Solutions Gold 25/0/1500/20%</b>	<b>POS Solutions Gold 15/0/1000/20%</b>	<b>POS Solutions Gold 25/0/500/20%</b>
3	EE Only	\$493.92	\$485.43	\$497.32	\$488.72
0	EE + Spouse	\$987.83	\$970.87	\$994.64	\$977.44
4	EE + Child(ren)	\$938.44	\$922.33	\$944.91	\$928.57
1	Family	\$1,580.53	\$1,553.39	\$1,591.43	\$1,563.91
<b>Estimated Monthly Premium</b>		<b>\$6,816.05</b>	<b>\$6,699.00</b>	<b>\$6,863.04</b>	<b>\$6,744.37</b>
<b>% Increase From Current</b>		<b>83.09%</b>	<b>79.95%</b>	<b>84.36%</b>	<b>81.17%</b>

<b>Sierra Health &amp; Life (PPD)</b>		<b>PPD Solutions HSA Bronze 6850/0%</b>	<b>PPD Solutions Silver 30/2450/0%</b>	<b>PPD Solutions Silver 25/1700/20%</b>	<b>PPD Solutions Gold 25/500/20%</b>
3	EE Only	\$301.37	\$437.11	\$471.79	\$513.66
0	EE + Spouse	\$602.73	\$874.22	\$943.59	\$1,027.31
4	EE + Child(ren)	\$572.60	\$830.51	\$896.41	\$975.95
1	Family	\$964.37	\$1,398.76	\$1,509.74	\$1,643.70
<b>Estimated Monthly Premium</b>		<b>\$4,158.86</b>	<b>\$6,032.15</b>	<b>\$6,510.77</b>	<b>\$7,088.45</b>
<b>% Increase From Current</b>		<b>11.72%</b>	<b>62.04%</b>	<b>74.89%</b>	<b>90.41%</b>

<b>UHC</b>		<b>CPJC Motion HSA 0%/6850/0%</b>	<b>CPJT Choice Plus Direct 35/5000/30%</b>	<b>CPJR Choice Plus Direct 40/3500/30%</b>	<b>CPJS Choice Plus Direct 30/1000/20%</b>
3	EE Only	\$391.47	\$419.83	\$424.77	\$501.83
0	EE + Spouse	\$782.94	\$839.67	\$849.54	\$1,003.66
4	EE + Child(ren)	\$743.79	\$797.69	\$807.06	\$953.48
1	Family	\$1,252.71	\$1,343.47	\$1,359.26	\$1,605.86
<b>Estimated Monthly Premium</b>		<b>\$5,402.30</b>	<b>\$5,793.72</b>	<b>\$5,861.82</b>	<b>\$6,925.26</b>
<b>% Increase From Current</b>		<b>45.12%</b>	<b>55.63%</b>	<b>57.46%</b>	<b>86.03%</b>

<b>TEACH Las Vegas</b>	
<b>Market Study - Alternate Medical Plans</b>	
<b>Effective Date:</b>	<b>7/1/2022</b>
<b>Current Monthly Premium</b>	<b>\$3,722.71</b>

Friday		Bronze HSA	Silver Copay	Gold Copay	Platinum
3	EE Only	\$292.40	\$345.18	\$423.75	\$513.89
0	EE + Spouse	\$584.79	\$690.37	\$847.51	\$1,027.78
4	EE + Child(ren)	\$555.55	\$655.85	\$805.13	\$976.39
1	Family	\$935.67	\$1,104.59	\$1,356.01	\$1,644.45
<b>Estimated Monthly Premium</b>		<b>\$4,035.06</b>	<b>\$4,763.54</b>	<b>\$5,847.81</b>	<b>\$7,091.71</b>
<b>% Increase From Current</b>		<b>8.39%</b>	<b>27.96%</b>	<b>57.08%</b>	<b>90.50%</b>

Anthem BCBS		Anthem Bronze Guided Access HMO 7500/40%/8550 688K	Anthem Link Silver Guided Access HMO 5000/3700 68CU	Anthem Silver Guided Access HMO 4000/50%/8250 WH 68CP	Anthem Gold Guided Access HMO 500/20%/7500 68CF
3	EE Only	\$321.08	\$327.49	\$351.80	\$403.74
0	EE + Spouse	\$642.16	\$654.98	\$703.60	\$807.47
4	EE + Child(ren)	\$610.05	\$622.23	\$668.42	\$767.10
1	Family	\$1,027.45	\$1,047.97	\$1,125.76	\$1,291.95
<b>Estimated Monthly Premium</b>		<b>\$4,430.88</b>	<b>\$4,519.37</b>	<b>\$4,854.83</b>	<b>\$5,571.55</b>
<b>% Increase From Current</b>		<b>19.02%</b>	<b>21.40%</b>	<b>30.41%</b>	<b>49.66%</b>

Anthem BCBS		Anthem Bronze Choice PPO 6000/25%/7000 w/HSA 68CI	Anthem Silver Choice PPO 5000/30%/8500 68CL	Anthem Silver Choice PPO 3000/30%/8700 68CS
3	EE Only	\$399.14	\$445.87	\$446.95
0	EE + Spouse	\$798.28	\$891.73	\$893.91
4	EE + Child(ren)	\$758.36	\$847.15	\$849.21
1	Family	\$1,277.24	\$1,426.77	\$1,430.25
<b>Estimated Monthly Premium</b>		<b>\$5,508.10</b>	<b>\$6,152.96</b>	<b>\$6,167.97</b>
<b>% Increase From Current</b>		<b>47.96%</b>	<b>65.28%</b>	<b>65.68%</b>

HPN/SHL AHP		HMO Balance 40/6000/20	HMO Balance 30/5000	HMO Balance 10/3300	<u>HMO Balance 20/1750</u>
3	EE Only	\$236.57	\$248.97	\$268.00	\$293.36
0	EE + Spouse	\$473.14	\$497.94	\$535.99	\$586.73
4	EE + Child(ren)	\$449.48	\$473.04	\$509.19	\$557.39
1	Family	\$757.02	\$796.70	\$857.59	\$938.76
<b>Estimated Monthly Premium</b>		<b>\$3,264.66</b>	<b>\$3,435.76</b>	<b>\$3,698.34</b>	<b>\$4,048.42</b>
<b>% Increase From Current</b>		<b>-12.30%</b>	<b>-7.71%</b>	<b>-0.65%</b>	<b>8.75%</b>

<b>TEACH Las Vegas</b>	
<b>Market Study - Alternate Medical Plans</b>	
<b>Effective Date:</b>	<b>7/1/2022</b>
<b>Current Monthly Premium</b>	<b>\$3,722.71</b>

HPN/SHL AHP	HMO Plus 30/5000-4A	HMO Plus 20/2000-30	HMO Plus 30/500-30	HMO Plus 15
3 EE Only	\$302.47	\$327.61	\$345.57	\$398.96
0 EE + Spouse	\$604.95	\$655.21	\$691.14	\$797.91
4 EE + Child(ren)	\$574.70	\$622.45	\$656.58	\$758.02
1 Family	\$967.92	\$1,048.34	\$1,105.82	\$1,276.66
<b>Estimated Monthly Premium</b>	<b>\$4,174.15</b>	<b>\$4,520.96</b>	<b>\$4,768.86</b>	<b>\$5,505.61</b>
<b>% Increase From Current</b>	<b>12.13%</b>	<b>21.44%</b>	<b>28.10%</b>	<b>47.89%</b>

HPN/SHL AHP	POS 30/1500/3000/50%	POS 15/1000/2500/30%	POS 15/0/1000/20%	HSA 1500/20%
3 EE Only	\$408.47	\$430.62	\$512.11	\$452.90
0 EE + Spouse	\$816.95	\$861.24	\$1,024.22	\$905.81
4 EE + Child(ren)	\$776.10	\$818.18	\$973.01	\$860.52
1 Family	\$1,307.12	\$1,377.98	\$1,638.75	\$1,449.29
<b>Estimated Monthly Premium</b>	<b>\$5,636.95</b>	<b>\$5,942.54</b>	<b>\$7,067.13</b>	<b>\$6,250.07</b>
<b>% Increase From Current</b>	<b>51.42%</b>	<b>59.63%</b>	<b>89.84%</b>	<b>67.89%</b>

HPN/SHL AHP	HSA 3000/20%	PP0 35/1500/30%	PP0 20/500/20%
3 EE Only	\$395.18	\$502.24	\$564.91
0 EE + Spouse	\$790.36	\$1,004.48	\$1,129.82
4 EE + Child(ren)	\$750.84	\$954.25	\$1,073.33
1 Family	\$1,264.58	\$1,607.17	\$1,807.71
<b>Estimated Monthly Premium</b>	<b>\$5,453.50</b>	<b>\$6,930.90</b>	<b>\$7,795.74</b>
<b>% Increase From Current</b>	<b>46.49%</b>	<b>86.18%</b>	<b>109.41%</b>

Prominence	HMO Value Based Gold 0/2500/20%	PP0 Bronze 0%/8700/0%	PP0 Silver 0/6000/30%	PP0 Gold 0/1500/20%
3 EE Only	\$352.33	\$328.32	\$354.99	\$412.15
0 EE + Spouse	\$704.66	\$656.65	\$709.98	\$824.30
4 EE + Child(ren)	\$669.43	\$623.81	\$674.48	\$783.08
1 Family	\$1,127.46	\$1,050.63	\$1,135.97	\$1,318.88
<b>Estimated Monthly Premium</b>	<b>\$4,862.15</b>	<b>\$4,530.86</b>	<b>\$4,898.88</b>	<b>\$5,687.66</b>
<b>% Increase From Current</b>	<b>30.61%</b>	<b>21.71%</b>	<b>31.59%</b>	<b>52.78%</b>

<b>TEACH Las Vegas</b>	
<b>Market Study - Alternate Medical Plans</b>	
<b>Effective Date:</b>	<b>7/1/2022</b>
<b>Current Monthly Premium</b>	<b>\$3,722.71</b>

<b>Select Health</b>		<b>HMO Silver - 3000/6000</b>	<b>PPO Silver 4500/9000 HSA</b>	<b>PPO Silver - 3000/6000</b>	<b>PPO Gold- 500/1500</b>
3	EE Only	\$347.54	\$316.88	\$335.80	\$404.71
0	EE + Spouse	\$695.07	\$633.77	\$671.59	\$809.42
4	EE + Child(ren)	\$660.32	\$602.08	\$638.01	\$768.95
1	Family	\$1,112.12	\$1,014.03	\$1,074.55	\$1,295.07
<b>Estimated Monthly Premium</b>		<b>\$4,796.00</b>	<b>\$4,373.00</b>	<b>\$4,634.00</b>	<b>\$5,585.00</b>
<b>% Increase From Current</b>		<b>28.83%</b>	<b>17.47%</b>	<b>24.48%</b>	<b>50.03%</b>

<b>HPN AHP</b>			
	<b>Current</b>	<b>Renewal</b>	<b>Step-Down Option</b>
	<b>HMO Balance 20/1750</b>	<b>HMO Balance 20/1750</b>	<b>HMO Balance 10/3300</b>
	<b>In Network</b>	<b>In Network</b>	<b>In Network</b>
<b>DEDUCTIBLE &amp; OUT-OF-POCKET MAXIMUMS</b>			
Individual Deductible	\$1,750	\$1,750	\$3,300
Family Deductible	\$3,500	\$3,500	\$6,600
Individual Out-of-Pocket Maximum	\$7,000	\$7,000	\$7,300
Family Out-of-Pocket Maximum	\$14,000	\$14,000	\$14,600
<b>PHYSICIAN &amp; DIAGNOSTIC SERVICES</b>			
Primary Care Physician	\$20	\$20	\$10
Specialist	\$40	\$40	\$20
Convenient Care / Telemedicine	\$0	\$0	\$0
Lab Services	\$10	\$10	\$10
X-ray Services	\$10	\$10	\$10
<b>FACILITY FEES</b>			
Urgent Care	\$35	\$35	\$35
Emergency Room	\$1,000 after ded.	\$1,000 after ded.	\$1,000 after ded.
Inpatient Hospital	\$1,000 after ded. per day, not to exceed \$3,000 per admission	\$1,000 after ded. per day, not to exceed \$3,000 per admission	\$2,000 after ded. per day, not to exceed \$6,000 per admission
Surgery Center	\$100	\$100	\$100
Outpatient Hospital Surgery	\$1,000 after ded.	\$1,000 after ded.	\$1,000 after ded.
<b>PRESCRIPTION DRUGS</b>			
Deductible	N/A	N/A	N/A
Tiers 1-4 Copays	\$10 / \$40 / \$85 / \$250	\$25 / \$50 / \$75 / \$250	\$25 / \$50 / \$75 / \$250
<b>Premium Summary</b>			
ANDREA MOORE	\$678.07	\$815.96	\$745.40
EDITH MORALES	\$515.92	\$659.04	\$602.05
NICOLE HUBBLE	\$854.96	\$910.12	\$831.42
HARMONY CHAVEZ	\$427.48	\$455.06	\$415.71
SAMANTHA TERRANOVA	\$235.85	\$251.06	\$229.35
MEGAN DAVIS	\$427.48	\$455.06	\$415.71
O'RANE FORRESTER	\$235.85	\$251.06	\$229.35
TYLER BRANTON			
<b>Estimated Monthly Total</b>	<b>\$3,375.61</b>	<b>\$3,797.36</b>	<b>\$3,468.99</b>
<b>Percentage Change From Current</b>	<b>N/A</b>	<b>12.49%</b>	<b>2.77%</b>

<b>HPN AHP</b>									
	Current			Renewal			Step-Down Option		
	POS 15/1000/2500/30%			POS 15/1000/2500/30%			POS 30/1500/3000/50%		
	HMO	PPO	Out of network	HMO	PPO	Out of network	HMO	PPO	Out of network
<b>DEDUCTIBLE &amp; OUT-OF-POCKET MAXIMUMS</b>									
Individual Deductible	\$1,000	\$2,500	\$5,000	\$1,000	\$2,500	\$5,000	\$1,500	\$3,000	\$6,000
Family Deductible	\$2,000	\$5,000	\$10,000	\$2,000	\$5,000	\$10,000	\$3,000	\$6,000	\$12,000
Individual Out-of-Pocket Maximum	\$6,850	\$6,850	\$15,000	\$6,850	Combined with Tier 1	\$15,000	\$8,550	Combined with Tier 1	\$15,000
Family Out-of-Pocket Maximum	\$13,700	\$13,700	\$30,000	\$13,700	Combined with Tier 1	\$30,000	\$17,100	Combined with Tier 1	\$30,000
<b>PHYSICIAN &amp; DIAGNOSTIC SERVICES</b>									
Primary Care Physician	\$15	\$30	50% after ded.	\$15	\$30	50% after ded.	\$30	\$40	50% after ded.
Specialist	\$30	\$60	50% after ded.	\$30	\$60	50% after ded.	\$60	\$80	50% after ded.
Convenient Care / Telemedicine	\$0	Not Covered	Not Covered	\$0	Not Covered	Not Covered	\$0	Not Covered	Not Covered
Lab Services	\$10	\$25	50% after ded.	\$10	\$25	50% after ded.	\$20	\$30	50% after ded.
X-ray Services	\$20	\$50	50% after ded.	\$20	\$50	50% after ded.	\$40	\$60	50% after ded.
<b>FACILITY FEES</b>									
Urgent Care	\$40	\$40	\$40	\$40	\$40	\$40	\$50	\$50	\$50
Emergency Room	\$1,000 after ded. \$1,000 after ded.	\$1,000 after ded.	\$1,000 after ded.	\$1,000 after ded. \$1,000 after ded.	\$1,000 after ded.	\$1,000 after ded.	\$1,500 after ded. \$1,500 after ded.	\$1,500 after ded.	\$1,500 after ded.
Inpatient Hospital		30% after ded.	50% after ded.		30% after ded.	50% after ded.		50% after ded.	50% after ded.
Surgery Center	\$100	30% after ded.	50% after ded.	\$100	30% after ded.	50% after ded.	\$100	50% after ded.	50% after ded.
Outpatient Hospital Surgery	\$500	30% after ded.	50% after ded.	\$500	30% after ded.	50% after ded.	\$500	50% after ded.	50% after ded.
<b>PRESCRIPTION DRUGS</b>									
Deductible	N/A			N/A			N/A		
Tiers 1-4 Copays	\$15 / \$40 / \$60 / \$250			\$25 / \$50 / \$75 / \$250			\$25 / \$50 / \$75 / \$250		
<b>Premium Summary</b>									
ANDREA MOORE									
EDITH MORALES									
NICOLE HUBBLE									
HARMONY CHAVEZ									
SAMANTHA TERRANOVA									
MEGAN DAVIS									
O'RANE FORRESTER									
TYLER BRANTON		\$347.10			\$368.53			\$349.58	
Estimated Monthly Total		\$347.10			\$368.53			\$349.58	
Percentage Change From Current		N/A			6.17%			0.71%	

Current Premium	\$3,722.71	Percent Difference
Renewal Premium	\$4,165.89	11.90%
Step-Down Premium	\$3,818.57	2.58%

<b>Health Plan of Nevada (HMO)</b>				
	<b>OPTION</b>	<b>OPTION</b>	<b>OPTION</b>	<b>OPTION</b>
	<b>HMO Solutions Bronze 25/6850/40%</b>	<b>HMO Balance Silver 45/7000/30%</b>	<b>HMO Solutions Silver 35/2500/30%</b>	<b>HMO Solutions Gold 30/500/30%</b>
<b>Medical Benefits</b>	<b>In Network</b>	<b>In Network</b>	<b>In Network</b>	<b>In Network</b>
<b>DEDUCTIBLE &amp; OUT-OF-POCKET MAXIMUMS</b>				
Individual Deductible	\$6,850	\$7,000	\$2,500	\$500
Family Deductible	\$13,700	\$14,000	\$5,000	\$1,000
Individual Out-of-Pocket Maximum	\$8,700	\$7,900	\$8,550	\$8,500
Family Out-of-Pocket Maximum	\$17,400	\$15,800	\$17,100	\$17,000
<b>PHYSICIAN &amp; DIAGNOSTIC SERVICES</b>				
Primary Care Physician	\$25	\$45	\$35	\$30
Specialist	\$0 after ded.	\$90	\$80	\$70
Telemedicine	\$0	\$0	\$0	\$0
Lab Services	\$25 after ded.	\$40	\$25	\$20
X-ray Services	\$25 after ded.	\$70	\$50	\$40
<b>FACILITY FEES</b>				
Urgent Care	\$25	\$45	\$35	\$35
Emergency Room	\$600 after ded.	\$1,500 per visit then 0% after ded.	\$1,000/visit then 0% after ded.	\$1,000
Inpatient Hospital	40% after ded.	30% after ded.	30% after ded.	30% after ded.
Surgery Center	40% after ded.	\$300 after ded.	\$100/surgery then 0% after ded.	30% after ded.
Outpatient Hospital Surgery	40% after ded.	30% after ded.	\$300/surgery then 0% after ded.	30% after ded.
<b>PRESCRIPTION DRUGS</b>				
Deductible	Combined with Medical (tiers 2-4)	N/A	N/A	\$50 / \$100 (Tiers 1-4)
Tiers 1-4 Copays	\$25 / 40% after ded. / 40% after ded. / 40% after ded.	\$10 / \$50 / \$95 / \$250	\$25 / \$50 / \$75 / \$350	\$5 after ded. / \$50 after ded. / \$75 after ded. / 50% after ded.
<b>Premium Summary</b>				
ANDREA MOORE	\$847.54	\$901.85	\$1,140.47	\$1,315.37
EDITH MORALES	\$564.56	\$600.74	\$759.69	\$876.20
NICOLE HUBBLE	\$1,048.75	\$1,115.93	\$1,411.21	\$1,627.64
HARMONY CHAVEZ	\$460.85	\$490.37	\$620.12	\$715.23
SAMANTHA TERRANOVA	\$231.00	\$245.80	\$310.84	\$358.51
MEGAN DAVIS	\$468.24	\$498.24	\$630.07	\$726.70
O'RAINE FORRESTER	\$276.74	\$294.47	\$372.39	\$429.49
TYLER BRANTON	\$231.00	\$245.80	\$310.84	\$358.51
Estimated Monthly Total	\$4,128.68	\$4,393.20	\$5,555.63	\$6,407.65
Percentage Change From Current	10.91%	18.01%	49.24%	72.12%



Health Plan of Nevada (POS)												
	OPTION			OPTION			OPTION			OPTION		
	POS Solutions Gold 15/0/2000/20%			POS Solutions Gold 25/0/1500/20%			POS Solutions Gold 15/0/1000/20%			POS Solutions Gold 25/0/500/20%		
Medical Benefits	HMO	PPO	Out of network	HMO	PPO	Out of network	HMO	PPO	Out of network	HMO	PPO	Out of network
<b>DEDUCTIBLE &amp; OUT-OF-POCKET MAXIMUMS</b>												
Individual Deductible	N/A	\$2,000	\$5,000	N/A	\$1,500	\$3,000	N/A	\$1,000	\$2,000	N/A	\$500	\$1,000
Family Deductible	N/A	\$4,000	\$15,000	N/A	\$3,000	\$6,000	N/A	\$2,000	\$4,000	N/A	\$1,000	\$2,000
Individual Out-of-Pocket Maximum	\$5,000	\$7,500	\$20,000	\$6,500	\$7,900	\$30,000	\$6,500	\$7,900	\$30,000	\$6,000	\$7,900	\$30,000
Family Out-of-Pocket Maximum	\$10,000	\$15,000	\$40,000	\$13,000	\$15,800	\$60,000	\$13,000	\$15,800	\$60,000	\$12,000	\$15,800	\$60,000
<b>PHYSICIAN &amp; DIAGNOSTIC SERVICES</b>												
Primary Care Physician	\$15	\$35	50% after ded.	\$25	\$40	50% after ded.	\$15	\$30	50% after ded.	\$25	\$40	50% after ded.
Specialist	\$50	\$70	50% after ded.	\$45	\$60	50% after ded.	\$35	\$50	50% after ded.	\$45	\$60	50% after ded.
Telemedicine	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lab Services	\$10	\$25	50% after ded.	\$15	\$30	50% after ded.	\$10	\$25	50% after ded.	\$15	\$30	50% after ded.
X-ray Services	\$25	\$50	50% after ded.	\$25	\$40	50% after ded.	\$25	\$40	50% after ded.	\$25	\$40	50% after ded.
<b>FACILITY FEES</b>												
Urgent Care	\$15	\$15	\$15	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
Emergency Room	\$750	\$750	\$750	\$500	\$500	\$500	\$750	\$750	\$750	\$500	\$500	\$500
Inpatient Hospital	\$1,000	20% after ded.	50% after ded.	20% coins.	20% after ded.	50% after ded.	\$500	20% after ded.	50% after ded.	20% coins.	20% after ded.	50% after ded.
Surgery Center	\$250	20% after ded.	50% after ded.	\$200	20% after ded.	50% after ded.	\$100	20% after ded.	50% after ded.	\$200	20% after ded.	50% after ded.
Outpatient Hospital Surgery	\$350	20% after ded.	50% after ded.	\$350	20% after ded.	50% after ded.	\$250	20% after ded.	50% after ded.	\$350	20% after ded.	50% after ded.
<b>PRESCRIPTION DRUGS</b>												
Deductible	N/A			N/A			N/A			N/A		
Tiers 1-4 Copays	\$15 / \$40 / \$70 / \$300			\$15 / \$40 / \$70 / \$300			\$15 / \$40 / \$70 / \$300			\$15 / \$40 / \$70 / \$300		
<b>Premium Summary</b>												
ANDREA MOORE	\$1,399.21			\$1,375.18			\$1,408.86			\$1,384.50		
EDITH MORALES	\$932.04			\$916.04			\$938.47			\$922.24		
NICOLE HUBBLE	\$1,731.38			\$1,701.65			\$1,743.30			\$1,713.16		
HARMONY CHAVEZ	\$760.81			\$747.75			\$766.06			\$752.81		
SAMANTHA TERRANOVA	\$381.36			\$374.81			\$383.99			\$377.35		
MEGAN DAVIS	\$773.02			\$759.74			\$778.35			\$764.89		
O'RAINE FORRESTER	\$456.87			\$449.02			\$460.02			\$452.07		
TYLER BRANTON	\$381.36			\$374.81			\$383.99			\$377.35		
Estimated Monthly Total	\$6,816.05			\$6,699.00			\$6,863.04			\$6,744.37		
Percentage Change From Current	83.09%			79.95%			84.36%			81.17%		

Sierra Health And Life (PPO)									
	OPTION		OPTION		OPTION		OPTION		
	PPO Solutions HSA Bronze 6850/0%		PPO Solutions Silver 30/2450/0%		PPO Solutions Silver 25/1700/20%		PPO Solutions Gold 25/500/20%		
Medical Benefits	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	Out of Network
<b>DEDUCTIBLE &amp; OUT-OF-POCKET MAXIMUMS</b>									
Individual Deductible	\$6,850	\$13,700	\$2,450	\$6,000	\$1,700	\$6,000	\$500	\$1,000	\$1,000
Family Deductible	\$13,700	\$27,400	\$4,900	\$12,000	\$3,400	\$12,000	\$1,000	\$2,000	\$2,000
Individual Out-of-Pocket Maximum	\$6,850	\$13,700	\$8,550	\$17,100	\$8,550	\$15,800	\$7,500	\$15,000	\$15,000
Family Out-of-Pocket Maximum	\$13,700	\$27,400	\$17,100	\$34,200	\$17,100	\$31,600	\$15,000	\$30,000	\$30,000
<b>PHYSICIAN &amp; DIAGNOSTIC SERVICES</b>									
Primary Care Physician	0% after ded.	50% after ded.	\$30	50% after ded.	\$25	50% after ded.	\$25	50% after ded.	50% after ded.
Specialist	0% after ded.	50% after ded.	\$60	50% after ded.	\$80	50% after ded.	\$50	50% after ded.	50% after ded.
Telemedicine	0% after ded.	50% after ded.	\$0	50% after ded.	\$0	50% after ded.	\$0	50% after ded.	50% after ded.
Lab Services	0% after ded.	50% after ded.	\$25	50% after ded.	\$25	50% after ded.	\$20	50% after ded.	50% after ded.
X-ray Services	0% after ded.	50% after ded.	\$50	50% after ded.	\$50	50% after ded.	\$40	50% after ded.	50% after ded.
<b>FACILITY FEES</b>									
Urgent Care	0% after ded.	50% after ded.	\$50	50% after ded.	\$50	50% after ded.	\$50	50% after ded.	50% after ded.
Emergency Room	0% after ded.	0% after ded.	\$500 after ded.	\$500 after ded.	\$500 per visit then 0% after ded.	\$500 per visit then 0% after ded.	\$500	\$500	\$500
Inpatient Hospital	0% after ded.	50% after ded.	\$1,000 after ded.	50% after ded.	20% after ded.	50% after ded.	20% after ded.	50% after ded.	50% after ded.
Surgery Center	0% after ded.	50% after ded.	\$200 after ded.	50% after ded.	\$250	50% after ded.	\$200	50% after ded.	50% after ded.
Outpatient Hospital Surgery	0% after ded.	50% after ded.	\$400 after ded.	50% after ded.	\$500	50% after ded.	\$350	50% after ded.	50% after ded.
<b>PRESCRIPTION DRUGS (In Network)</b>									
Deductible	Combined with Medical (Tiers 1-4)		\$350 / \$700 (Tier 4)		\$350 / \$700 (Tier 4)		N/A		
Tiers 1-4 Copays	0% after ded.		\$25 / \$50 / \$75 / \$350 after ded.		\$25 / \$50 / \$75 / \$350 after ded.		\$15 / \$40 / \$70 / \$300		
<b>Premium Summary</b>									
ANDREA MOORE	\$853.74		\$1,238.30		\$1,336.54		\$1,455.13		
EDITH MORALES	\$568.69		\$824.85		\$890.30		\$969.29		
NICOLE HUBBLE	\$1,056.41		\$1,532.26		\$1,653.84		\$1,800.57		
HARMONY CHAVEZ	\$464.22		\$673.31		\$726.73		\$791.22		
SAMANTHA TERRANOVA	\$232.69		\$337.50		\$364.28		\$396.60		
MEGAN DAVIS	\$471.66		\$684.11		\$738.39		\$803.91		
O'RANE FORRESTER	\$278.76		\$404.32		\$436.41		\$475.13		
TYLER BRANTON	\$232.69		\$337.50		\$364.28		\$396.60		
Estimated Monthly Total	\$4,158.86		\$6,032.15		\$6,510.77		\$7,088.45		
Percentage Change From Current	11.72%		62.04%		74.89%		90.41%		



	OPTION		OPTION		OPTION		OPTION	
	CPJC Motion HSA 0%/6850/0%		CPJT Choice Plus Direct 35/5000/30%		CPJR Choice Plus Direct 40/3500/30%		CPJS Choice Plus Direct 30/1000/20%	
Medical Benefits	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
<b>DEDUCTIBLE &amp; OUT-OF-POCKET MAXIMUMS</b>								
Individual Deductible	\$6,850	\$13,700	\$5,000	\$10,000	\$3,500	\$7,000	\$1,000	\$5,000
Family Deductible	\$13,700	\$27,400	\$10,000	\$20,000	\$7,000	\$14,000	\$2,000	\$10,000
Individual Out-of-Pocket Maximum	\$6,850	\$13,700	\$8,550	\$16,800	\$8,700	\$16,300	\$6,500	\$15,000
Family Out-of-Pocket Maximum	\$13,700	\$27,400	\$17,100	\$33,600	\$17,400	\$32,600	\$13,000	\$30,000
<b>PHYSICIAN &amp; DIAGNOSTIC SERVICES</b>								
Primary Care Physician	0% after ded.	0% after ded.	\$35	50% after ded.	\$40	50% after ded.	\$30	50% after ded.
Specialist	0% after ded.	0% after ded.	\$70	50% after ded.	\$80	50% after ded.	\$60	50% after ded.
Telemedicine	0% after ded.	0% after ded.	\$0	50% after ded.	\$0	50% after ded.	\$0	50% after ded.
Lab Services	0% after ded.	0% after ded.	\$50	50% after ded.	\$50	50% after ded.	\$35	50% after ded.
X-ray Services	0% after ded.	0% after ded.	\$50	50% after ded.	\$50	50% after ded.	\$35	50% after ded.
<b>FACILITY FEES</b>								
Urgent Care	0% after ded.	0% after ded.	\$50	50% after ded.	\$50	50% after ded.	\$50	50% after ded.
Emergency Room	0% after ded.	0% after ded.	\$250 + 30% after ded.	\$250 + 30% after ded.	\$250 + 30% after ded.	\$250 + 30% after ded.	\$250 + 20% after ded.	\$250 + 20% after ded.
Inpatient Hospital	0% after ded.	0% after ded.	30% after ded.	50% after ded.	30% after ded.	50% after ded.	20% after ded.	50% after ded.
Surgery Center	0% after ded.	0% after ded.	30% after ded.	50% after ded.	30% after ded.	50% after ded.	20% after ded.	50% after ded.
Outpatient Hospital Surgery	0% after ded.	0% after ded.	50% after ded.	50% after ded.	50% after ded.	50% after ded.	50% after ded.	50% after ded.
<b>PRESCRIPTION DRUGS</b>								
Deductible	Combined with Medical		\$500 / \$1,000 (Tier 4 Only)		\$500 / \$1,000 (Tier 4 Only)		N/A	
Tiers 1-4 Copays	0% after ded. / 0% after ded. / 0% after ded. / 0% after ded.		\$15 / \$50 / \$125 / \$500 after ded.		\$15 / \$50 / \$125 / \$500 after ded.		\$10 / \$45 / \$110 / \$500	
<b>Premium Summary</b>								
ANDREA MOORE	\$1,108.99		\$1,189.35		\$1,203.32		\$1,421.63	
EDITH MORALES	\$738.72		\$792.25		\$801.56		\$946.98	
NICOLE HUBBLE	\$1,372.27		\$1,471.69		\$1,488.99		\$1,759.12	
HARMONY CHAVEZ	\$603.01		\$646.70		\$654.30		\$773.00	
SAMANTHA TERRANOVA	\$302.26		\$324.16		\$327.97		\$387.47	
MEGAN DAVIS	\$612.68		\$657.07		\$664.80		\$785.40	
O'RAINE FORRESTER	\$362.11		\$388.34		\$392.91		\$464.19	
TYLER BRANTON	\$302.26		\$324.16		\$327.97		\$387.47	
Estimated Monthly Total	\$5,402.30		\$5,793.72		\$5,861.82		\$6,925.26	
Percentage Change From Current	45.12%		55.63%		57.46%		86.03%	

## Friday Health Plans

	OPTION	OPTION	OPTION	OPTION
	Bronze HSA	Silver Copay	Gold Copay	Platinum
Medical Benefits	In Network	In Network	In Network	In Network
<b>DEDUCTIBLE &amp; OUT-OF-POCKET MAXIMUMS</b>				
Individual Deductible	\$7,000	\$5,500	\$2,300	\$250
Family Deductible	\$14,000	\$11,000	\$4,600	\$500
Individual Out-of-Pocket Maximum	\$7,000	\$8,700	\$8,250	\$4,500
Family Out-of-Pocket Maximum	\$14,000	\$17,400	\$16,500	\$9,000
<b>PHYSICIAN &amp; DIAGNOSTIC SERVICES</b>				
Primary Care Physician	0% after ded.	\$0	\$0	\$0
Specialist	0% after ded.	\$80	\$60	\$20
Telemedicine	0% after ded. / \$0	\$0 / \$0	\$0 / \$0	\$0 / \$0
Lab Services	0% after ded.	30% after ded.	20% after ded.	10% after ded.
X-ray Services	0% after ded.	\$100	\$100	10% after ded.
<b>FACILITY FEES</b>				
Urgent Care	0% after ded.	\$100	\$75	\$50
Emergency Room	0% after ded.	30% after ded.	50% after ded.	\$250
Inpatient Hospital	0% after ded.	30% after ded.	20% after ded.	10% after ded.
Surgery Center	0% after ded.	30% after ded.	20% after ded.	10% after ded.
Outpatient Hospital Surgery	0% after ded.	30% after ded.	20% after ded.	10% after ded.
<b>PRESCRIPTION DRUGS</b>				
Deductible	Combined with Medical	N/A	N/A	N/A
Tiers 1-4 Copays	0% after ded. / 0% after ded. / 0% after ded. / 0% after ded.	Up to \$30 / Up to \$80 / Up to \$150 / Up to \$425	Up to \$10 / Up to \$40 / Up to \$75 / Up to \$300	\$0 / Up to \$20 / Up to \$50 / Up to \$300
<b>Premium Summary</b>				
ANDREA MOORE	\$828.33	\$977.87	\$1,200.44	\$1,455.80
EDITH MORALES	\$551.76	\$651.38	\$799.65	\$969.74
NICOLE HUBBLE	\$1,024.96	\$1,210.01	\$1,485.42	\$1,801.40
HARMONY CHAVEZ	\$450.40	\$531.71	\$652.74	\$791.58
SAMANTHA TERRANOVA	\$225.76	\$266.52	\$327.19	\$396.78
MEGAN DAVIS	\$457.62	\$540.24	\$663.21	\$804.28
O'RANE FORRESTER	\$270.47	\$319.29	\$391.97	\$475.35
TYLER BRANTON	\$225.76	\$266.52	\$327.19	\$396.78
Estimated Monthly Total	\$4,035.06	\$4,763.54	\$5,847.81	\$7,091.71
Percentage Change From Current	8.39%	27.96%	57.08%	90.50%

<b>Anthem</b>				
	OPTION	OPTION	OPTION	OPTION
	Anthem Bronze Guided Access HMO 7500/40%/8550 6BBK	Anthem Link Silver Guided Access HMO 5000/8700 6BCU	Anthem Silver Guided Access HMO 4000/50%/8250 WH 6BCP	Anthem Gold Guided Access HMO 500/20%/7500 6BCF
Medical Benefits	In Network	In Network	In Network	In Network
<b>DEDUCTIBLE &amp; OUT-OF-POCKET MAXIMUMS</b>				
Individual Deductible	\$7,500	\$5,000	\$4,000	\$500
Family Deductible	\$15,000	\$10,000	\$8,000	\$1,500
Individual Out-of-Pocket Maximum	\$8,550	\$8,700	\$8,250	\$7,500
Family Out-of-Pocket Maximum	\$17,100	\$17,400	\$16,500	\$15,000
<b>PHYSICIAN &amp; DIAGNOSTIC SERVICES</b>				
Primary Care Physician	\$65	\$50	\$40	\$25
Specialist	\$150	\$100	\$80	\$50
Telemedicine	\$0 for first 12 visits then \$10	\$0 for first 12 visits then \$10	\$0 for first 12 visits then \$10	\$0 for the first 12 visits then \$10
Lab Services	40% after ded.	25% after ded.	50% after ded.	20% after ded.
X-ray Services	40% after ded.	25% after ded.	50% after ded.	20% after ded.
<b>FACILITY FEES</b>				
Urgent Care	\$150	\$100	\$80	\$50
Emergency Room	40% after ded.	\$1,000 after ded.	\$1,000 + 50% after ded.	\$500 + 20% coins.
Inpatient Hospital	40% after ded.	\$750 after ded.	\$1,000 + 50% after ded.	20% after ded.
Surgery Center	\$300	\$500	\$300	\$300
Outpatient Hospital Surgery	40% after ded.	\$500 after ded.	\$500 + 50% after ded.	20% after ded.
<b>PRESCRIPTION DRUGS</b>				
Deductible	\$750 / \$1,500 (Tiers 2-4)	Combined with Medical (Tiers 3-4)	N/A	\$250 / \$500 (Tiers 2-4)
Tiers 1-4 Copays	\$10 / \$20 / \$40 after ded. / \$80 after ded. / 25% coins. up to \$500	\$0 / \$10 / \$60 after ded. / \$125 after ded. / \$500	\$10 / \$20 / \$40 / \$80 / 25% coins. up to \$500	\$10 / \$20 / \$40 after ded. / \$80 after ded. / 25% up to \$500
<b>Premium Summary</b>				
ANDREA MOORE	\$909.58	\$927.74	\$996.61	\$1,143.74
EDITH MORALES	\$605.89	\$617.99	\$663.86	\$761.87
NICOLE HUBBLE	\$1,125.50	\$1,147.98	\$1,233.19	\$1,415.26
HARMONY CHAVEZ	\$494.58	\$504.46	\$541.90	\$621.90
SAMANTHA TERRANOVA	\$247.91	\$252.86	\$271.63	\$311.73
MEGAN DAVIS	\$502.51	\$512.55	\$550.60	\$631.87
O'RANE FORRESTER	\$297.00	\$302.93	\$325.41	\$373.45
TYLER BRANTON	\$247.91	\$252.86	\$271.63	\$311.73
Estimated Monthly Total	\$4,430.88	\$4,519.37	\$4,854.83	\$5,571.55
Percentage Change From Current	19.02%	21.40%	30.41%	49.66%

# Anthem

	OPTION			OPTION			OPTION		
	Anthem Bronze Choice PPO 6000/25%/7000 w/HSA 6BC1			Anthem Silver Choice PPO 5000/30%/8500 6BCL			Anthem Silver Choice PPO 3000/30%/8700 6BC5		
Medical Benefits	HMO	PPO	Out of network	HMO	PPO	Out of network	HMO	PPO	Out of network
<b>DEDUCTIBLE &amp; OUT-OF-POCKET MAXIMUMS</b>									
Individual Deductible	\$6,000	\$6,500	\$13,000	\$5,000	\$6,000	\$12,000	\$3,000	\$5,500	\$11,000
Family Deductible	\$12,000	\$13,000	\$26,000	\$10,000	\$12,000	\$24,000	\$6,000	\$11,000	\$22,000
Individual Out-of-Pocket Maximum	\$7,000	\$7,000	\$14,000	\$8,500	\$8,500	\$17,000	\$8,700	\$8,700	\$17,400
Family Out-of-Pocket Maximum	\$14,000	\$14,000	\$28,000	\$17,000	\$17,000	\$34,000	\$17,400	\$17,400	\$32,800
<b>PHYSICIAN &amp; DIAGNOSTIC SERVICES</b>									
Primary Care Physician	25% after ded.	40% after ded.	50% after ded.	\$30	\$50	50% after ded.	\$50	\$75	50% after ded.
Specialist	25% after ded.	40% after ded.	50% after ded.	\$60	\$90	50% after ded.	\$75	\$100	50% after ded.
Telemedicine	25% after ded.	40% after ded.	Not Covered	\$0 for first 12 visits then \$10	\$0 for first 12 visits then \$10	Not Covered	\$0 for first 12 visits then \$10	\$0 for first 12 visits then \$10	Not Covered
Lab Services	25% after ded.	40% after ded.	50% after ded.	30% after ded.	50% after ded.	50% after ded.	50% after ded.	50% after ded.	50% after ded.
X-ray Services	25% after ded.	40% after ded.	50% after ded.	30% after ded.	50% after ded.	50% after ded.	50% after ded.	50% after ded.	50% after ded.
<b>FACILITY FEES</b>									
Urgent Care	25% after ded.	40% after ded.	50% after ded.	\$60	\$90	50% after ded.	\$75	\$1,000	50% after ded.
Emergency Room	25% after ded.	25% after ded.	25% after ded.	\$1,000 + 30% coins.	\$1,000 + 30% coins.	\$1,000 + 30% coins.	\$1,000 + 50% coins.	\$1,000 + 50% coins.	\$1,000 + 50% coins.
Inpatient Hospital	25% after ded.	40% after ded.	50% after ded.	30% after ded.	50% after ded.	50% after ded.	50% after ded.	50% after ded.	50% after ded.
Surgery Center	25% after ded.	40% after ded.	50% after ded.	\$300	\$300	50% after ded.	\$300	\$300	50% after ded.
Outpatient Hospital Surgery	25% after ded.	40% after ded.	50% after ded.	30% after ded.	50% after ded.	50% after ded.	50% after ded.	50% after ded.	50% after ded.
<b>PRESCRIPTION DRUGS</b>									
Deductible	Combined with Medical			N/A			\$500 / \$1,000 (Tiers 2-4)		
Tiers 1-4 Copays	25% after ded. / 25% after ded. / 25% after ded. / 25% after ded.			\$10 / \$20 / \$40 / \$80 / 25% coins. up to \$500			\$10 / \$20 / \$40 after ded. / \$80 after ded. / 25% after ded. up to \$500		
<b>Premium Summary</b>									
ANDREA MOORE	\$1,130.71			\$1,263.09			\$1,266.18		
EDITH MORALES	\$753.19			\$841.37			\$843.42		
NICOLE HUBBLE	\$1,399.14			\$1,562.94			\$1,566.75		
HARMONY CHAVEZ	\$614.82			\$686.80			\$688.47		
SAMANTHA TERRANOVA	\$308.18			\$344.26			\$345.10		
MEGAN DAVIS	\$624.68			\$697.82			\$699.52		
O'RANE FORRESTER	\$369.20			\$412.42			\$413.43		
TYLER BRANTON	\$308.18			\$344.26			\$345.10		
<b>Estimated Monthly Total</b>	<b>\$5,508.10</b>			<b>\$6,152.96</b>			<b>\$6,167.97</b>		
<b>Percentage Change From Current</b>	<b>47.96%</b>			<b>65.28%</b>			<b>65.68%</b>		

Prominence							
	OPTION	OPTION		OPTION		OPTION	
	HMO Value Based Gold 0/2500/20%	PPO Bronze 0%/8700/0%		PPO Silver 0/6000/30%		PPO Gold 0/1500/20%	
Medical Benefits	In Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
<b>DEDUCTIBLE &amp; OUT-OF-POCKET MAXIMUMS</b>							
Individual Deductible	\$2,500	\$8,700	\$17,400	\$6,000	\$12,000	\$1,500	\$3,000
Family Deductible	\$5,000	\$17,400	\$34,800	\$12,000	\$24,000	\$3,000	\$6,000
Individual Out-of-Pocket Maximum	\$8,700	\$8,700	\$17,400	\$8,100	\$16,200	\$7,500	\$15,000
Family Out-of-Pocket Maximum	\$17,400	\$17,400	\$34,800	\$16,200	\$32,400	\$15,000	\$30,000
<b>PHYSICIAN &amp; DIAGNOSTIC SERVICES</b>							
Primary Care Physician	\$0	\$0	0% after ded.	\$0	50% after ded.	\$0	50% after ded.
Specialist	20% after ded.	0% after ded.	0% after ded.	\$150	50% after ded.	\$100	50% after ded.
Telemedicine	\$0	\$0	0% after ded.	\$0	50% after ded.	\$0	50% after ded.
Lab Services	\$0	0% after ded.	0% after ded.	30% after ded.	50% after ded.	20% after ded.	50% after ded.
X-ray Services	20% after ded.	0% after ded.	0% after ded.	30% after ded.	50% after ded.	20% after ded.	50% after ded.
<b>FACILITY FEES</b>							
Urgent Care	\$50	\$50	0% after ded.	\$50	50% after ded.	\$50	50% after ded.
Emergency Room	20% after ded.	0% after ded.	0% after ded.	30% after ded.	30% after ded.	20% after ded.	20% after ded.
Inpatient Hospital	20% after ded.	0% after ded.	0% after ded.	30% after ded.	50% after ded.	20% after ded.	50% after ded.
Surgery Center	20% after ded.	0% after ded.	0% after ded.	30% after ded.	50% after ded.	20% after ded.	50% after ded.
Outpatient Hospital Surgery	20% after ded.	0% after ded.	0% after ded.	30% after ded.	50% after ded.	20% after ded.	50% after ded.
<b>PRESCRIPTION DRUGS</b>							
Deductible	Combined with Medical (Tiers 2-4)	Combined with Medical (Tiers 2-4)		Combined with Medical (Tiers 3-4)		Combined with Medical (Tiers 3-4)	
Tiers 1-4 Copays	\$0 / 20% after ded. / 20% after ded. / 20% after ded.	\$25 / 0% after ded. / 0% after ded. / 0% after ded.		\$0 / \$100 / 30% after ded. / 30% after ded.		\$0 / \$75 / 20% after ded. / 20% after ded.	
<b>Premium Summary</b>							
ANDREA MOORE	\$998.11	\$930.11		\$1,005.65		\$1,167.57	
EDITH MORALES	\$664.86	\$619.56		\$669.88		\$777.75	
NICOLE HUBBLE	\$1,235.06	\$1,150.90		\$1,244.39		\$1,444.74	
HARMONY CHAVEZ	\$542.72	\$505.74		\$546.82		\$634.86	
SAMANTHA TERRANOVA	\$272.04	\$253.50		\$274.09		\$318.23	
MEGAN DAVIS	\$551.42	\$513.85		\$555.59		\$645.04	
O'RAINE FORRESTER	\$325.90	\$303.70		\$328.37		\$381.24	
TYLER BRANTON	\$272.04	\$253.50		\$274.09		\$318.23	
Estimated Monthly Total	\$4,862.15	\$4,530.86		\$4,898.88		\$5,687.66	
Percentage Change From Current	30.61%	21.71%		31.59%		52.78%	

## Select Health

	OPTION	OPTION		OPTION		OPTION	
	HMO Silver - 3000/6000	PPO Silver 4500/9000 HSA		PPO Silver - 3000/6000		PPO Gold- 500/1500	
Medical Benefits	In Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
<b>DEDUCTIBLE &amp; OUT-OF-POCKET MAXIMUMS</b>							
Individual Deductible	\$3,000	\$4,500	\$10,000	\$3,000	\$6,000	\$500	\$1,500
Family Deductible	\$3,000 / \$6,000	\$4,500 / \$9,000	\$10,000 / \$20,000	\$3,000 / \$6,000	\$6,000 / \$12,000	\$500 / \$1,500	\$1,500 / \$4,500
Individual Out-of-Pocket Maximum	\$7,900	\$4,500	\$10,000	\$7,900	\$20,000	\$7,700	\$20,000
Family Out-of-Pocket Maximum	\$7,900 / \$15,800	\$4,500 / \$9,000	\$10,000 / \$20,000	\$7,900 / \$15,800	\$20,000 / \$40,000	\$7,700 / \$15,400	\$20,000 / \$40,000
<b>PHYSICIAN &amp; DIAGNOSTIC SERVICES</b>							
Primary Care Physician	\$25	0% after ded.	0% after ded.	\$25	50% after ded.	\$20	50% after ded.
Specialist	\$50	0% after ded.	0% after ded.	\$50	50% after ded.	\$50	50% after ded.
Telemedicine	\$0	\$0	Not Covered	\$0	Not Covered	\$0	Not Covered
Lab Services	\$35	0% after ded.	0% after ded.	\$35	50% after ded.	\$0	50% after ded.
X-ray Services	40% after ded.	0% after ded.	0% after ded.	40% after ded.	50% after ded.	30% after ded.	50% after ded.
<b>FACILITY FEES</b>							
Urgent Care	\$45	0% after ded.	0% after ded.	\$45	50% after ded.	\$45	50% after ded.
Emergency Room	\$350 after ded.	0% after ded.	0% after In-Network ded.	\$350 after ded.	\$350 after ded.	\$350 after ded.	\$350 after ded.
Inpatient Hospital	40% after ded.	0% after ded.	0% after ded.	40% after ded.	50% after ded.	30% after ded.	50% after ded.
Surgery Center	40% after ded.	0% after ded.	0% after ded.	40% after ded.	50% after ded.	30% after ded.	50% after ded.
Outpatient Hospital Surgery	40% after ded.	0% after ded.	0% after ded.	40% after ded.	50% after ded.	30% after ded.	50% after ded.
<b>PRESCRIPTION DRUGS</b>							
Deductible	\$500 / \$1,000 (Tiers 3-5)	Combined with Medical		\$500 / \$1,000 (Tiers 3-5)		N/A	
Tiers 1-5 Copays	\$20 / \$30 / 25% after ded. / 50% after ded. / 50% after ded.	0% after ded. / 0% after ded. / 0% after ded. / 0% after ded. / 0% after ded.		\$20 / \$30 / 25% after ded. / 50% after ded. / 50% after ded.		\$20 / \$30 / 25% coins. / 50% coins. / 40% coins.	
<b>Premium Summary</b>							
ANDREA MOORE	\$984.00	\$897.00		\$952.00		\$1,146.00	
EDITH MORALES	\$656.00	\$598.00		\$633.00		\$764.00	
NICOLE HUBBLE	\$1,219.00	\$1,111.00		\$1,178.00		\$1,419.00	
HARMONY CHAVEZ	\$535.00	\$488.00		\$517.00		\$623.00	
SAMANTHA TERRANOVA	\$268.00	\$245.00		\$259.00		\$313.00	
MEGAN DAVIS	\$544.00	\$496.00		\$525.00		\$633.00	
O'RANE FORRESTER	\$322.00	\$293.00		\$311.00		\$374.00	
TYLER BRANTON	\$268.00	\$245.00		\$259.00		\$313.00	
Estimated Monthly Total	\$4,796.00	\$4,373.00		\$4,634.00		\$5,585.00	
Percentage Change From Current	28.83%	17.47%		24.48%		50.03%	



## Health Plan of Nevada Association Health Plans

	OPTION HMO Balance 40/6000/20	OPTION HMO Balance 30/5000	OPTION HMO Balance 10/3300	OPTION HMO Balance 20/1750
<b>Medical Benefits</b>	In Network	In Network	In Network	In Network
<b>DEDUCTIBLE &amp; OUT-OF-POCKET MAXIMUMS</b>				
Individual Deductible	\$6,000	\$5,000	\$3,300	\$1,750
Family Deductible	\$12,000	\$10,000	\$6,600	\$3,500
Individual Out-of-Pocket Maximum	\$8,150	\$8,150	\$7,300	\$7,000
Family Out-of-Pocket Maximum	\$16,300	\$16,300	\$14,600	\$14,000
<b>PHYSICIAN &amp; DIAGNOSTIC SERVICES</b>				
Primary Care Physician	\$40	\$30	\$10	\$20
Specialist	\$80	\$60	\$20	\$40
Telemedicine	\$0	\$0	\$0	\$0
Lab Services	\$10	\$10	\$10	\$10
X-ray Services	\$10	\$10	\$10	\$10
<b>FACILITY FEES</b>				
Urgent Care	\$50	\$35	\$35	\$35
Emergency Room	20% after ded	\$1,000 after ded.	\$1,000 after ded.	\$1,000 after ded.
Inpatient Hospital	20% after ded	\$2,000 after ded.	\$2,000 after ded. per day, not to exceed \$6,000 per admission	\$1,000 after ded. per day, not to exceed \$3,000 per admission
Surgery Center	20% after ded	\$100	\$100	\$100
Outpatient Hospital Surgery	20% after ded	\$1,000 after ded.	\$1,000 after ded.	\$1,000 after ded.
<b>PRESCRIPTION DRUGS</b>				
Deductible	N/A	N/A	N/A	N/A
Tiers 1-4 Copays	\$25 / \$50 / \$150 / \$500	\$25 / \$50 / \$75 / \$250	\$25 / \$50 / \$75 / \$250	\$25 / \$50 / \$75 / \$250
<b>Premium Summary</b>				
ANDREA MOORE	\$657.99	\$692.48	\$745.40	\$815.96
EDITH MORALES	\$531.45	\$559.31	\$602.05	\$659.04
NICOLE HUBBLE	\$733.92	\$772.38	\$831.42	\$910.12
HARMONY CHAVEZ	\$366.96	\$386.19	\$415.71	\$455.06
SAMANTHA TERRANOVA	\$202.46	\$213.07	\$229.35	\$251.06
MEGAN DAVIS	\$366.96	\$386.19	\$415.71	\$455.06
O'RANE FORRESTER	\$202.46	\$213.07	\$229.35	\$251.06
TYLER BRANTON	\$202.46	\$213.07	\$229.35	\$251.06
<b>Estimated Monthly Total</b>	<b>\$3,264.66</b>	<b>\$3,435.76</b>	<b>\$3,698.34</b>	<b>\$4,048.42</b>
<b>Percentage Change From Current</b>	<b>-12.30%</b>	<b>-7.71%</b>	<b>-0.65%</b>	<b>8.75%</b>

## Health Plan of Nevada Association Health Plans

	OPTION HMO Plus 30/5000-4A	OPTION HMO Plus 20/2000-3D	OPTION HMO Plus 30/500-3D	OPTION HMO Plus 15
Medical Benefits	In Network	In Network	In Network	In Network
<b>DEDUCTIBLE &amp; OUT-OF-POCKET MAXIMUMS</b>				
Individual Deductible	\$5,000	\$2,000	\$500	N/A
Family Deductible	\$10,000	\$4,000	\$1,000	N/A
Individual Out-of-Pocket Maximum	\$6,850	\$6,850	\$6,850	\$6,000
Family Out-of-Pocket Maximum	\$13,700	\$13,700	\$13,700	\$12,000
<b>PHYSICIAN &amp; DIAGNOSTIC SERVICES</b>				
Primary Care Physician	\$30	\$20	\$30	\$15
Specialist	\$60	\$40	\$60	\$30
Telemedicine	\$0	\$0	\$0	\$0
Lab Services	\$10	\$10	\$10	\$10
X-ray Services	\$20	\$20	\$20	\$25
<b>FACILITY FEES</b>				
Urgent Care	\$35	\$35	\$35	\$20
Emergency Room	\$1,000 after ded.	\$1,000 after ded.	\$1,000 after ded.	\$200
Inpatient Hospital	\$2,000 after ded.	\$1,000 after ded. per day, not to exceed \$3,000 per admission	\$1,000 after ded. per day, not to exceed \$3,000 per admission	\$500
Surgery Center	\$100	\$100	\$100	\$100
Outpatient Hospital Surgery	\$1,000 after ded.	\$1,000 after ded.	\$1,000 after ded.	\$250
<b>PRESCRIPTION DRUGS</b>				
Deductible	N/A	N/A	N/A	N/A
Tiers 1-4 Copays	\$25 / \$50 / \$75 / \$250	\$25 / \$50 / \$75 / \$250	\$25 / \$50 / \$75 / \$250	\$15 / \$40 / \$60 / \$150
<b>Premium Summary</b>				
ANDREA MOORE	\$841.30	\$911.20	\$961.16	\$1,109.66
EDITH MORALES	\$679.51	\$735.97	\$776.32	\$896.26
NICOLE HUBBLE	\$938.38	\$1,016.34	\$1,072.08	\$1,237.70
HARMONY CHAVEZ	\$469.19	\$508.17	\$536.04	\$618.85
SAMANTHA TERRANOVA	\$258.86	\$280.37	\$295.74	\$341.43
MEGAN DAVIS	\$469.19	\$508.17	\$536.04	\$618.85
O'RANE FORRESTER	\$258.86	\$280.37	\$295.74	\$341.43
TYLER BRANTON	\$258.86	\$280.37	\$295.74	\$341.43
Estimated Monthly Total	\$4,174.15	\$4,520.96	\$4,768.86	\$5,505.61
Percentage Change From Current	12.13%	21.44%	28.10%	47.89%

## Health Plan of Nevada Association Health Plans

	OPTION POS 30/1500/3000/50%			OPTION POS 15/1000/2500/30%			OPTION POS 15/0/1000/20%			OPTION HSA 1500/20%	
	HMO	PPO	Out of network	HMO	PPO	Out of network	HMO	PPO	Out of network	In Network	Out of Network
<b>Medical Benefits</b>											
<b>DEDUCTIBLE &amp; OUT-OF-POCKET MAXIMUMS</b>											
Individual Deductible	\$1,500	\$3,000	\$6,000	\$1,000	\$2,500	\$5,000	N/A	\$1,000	\$2,000	\$1,500	\$3,000
Family Deductible	\$3,000	\$6,000	\$12,000	\$2,000	\$5,000	\$10,000	N/A	\$2,000	\$4,000	\$3,000	\$6,000
Individual Out-of-Pocket Maximum	\$8,550	Combined with Tier 1 \$15,000	\$15,000	\$6,850	Combined with Tier 1 \$15,000	\$15,000	\$4,000	\$6,250	\$12,500	\$3,000	\$6,000
Family Out-of-Pocket Maximum	\$17,100	Combined with Tier 1 \$30,000	\$30,000	\$13,700	Combined with Tier 1 \$30,000	\$30,000	\$8,000	\$12,500	\$25,000	\$6,000	\$12,000
<b>PHYSICIAN &amp; DIAGNOSTIC SERVICES</b>											
Primary Care Physician	\$30	\$40	50% after ded.	\$15	\$30	50% after ded.	\$15	\$30	50% after ded.	20% after ded.	50% after ded.
Specialist	\$60	\$80	50% after ded.	\$30	\$60	50% after ded.	\$35	\$50	50% after ded.	20% after ded.	50% after ded.
Telemedicine	\$0	Not Covered	Not Covered	\$0	Not Covered	Not Covered	\$0	Not Covered	Not Covered	20% after ded.	50% after ded.
Lab Services	\$20	\$30	50% after ded.	\$10	\$25	50% after ded.	\$10	\$25	50% after ded.	20% after ded.	50% after ded.
X-ray Services	\$40	\$60	50% after ded.	\$20	\$50	50% after ded.	\$25	\$40	50% after ded.	20% after ded.	50% after ded.
<b>FACILITY FEES</b>											
Urgent Care	\$50	\$50	\$50	\$40	\$40	\$40	\$35	\$35	\$35	20% after ded.	50% after ded.
Emergency Room	\$1,500 after ded. \$1,500 after ded. per day, not to exceed	\$1,500 after ded.	\$1,500 after ded.	\$1,000 after ded. \$1,000 after ded. per day, not to exceed	\$1,000 after ded.	\$1,000 after ded.	\$250	\$250	\$250	20% after ded.	20% after ded.
Inpatient Hospital	\$4,500 per admission	50% after ded.	50% after ded.	\$3,000 per admission	30% after ded.	50% after ded.	\$500	20% after ded.	50% after ded.	20% after ded.	50% after ded.
Surgery Center	\$100	50% after ded.	50% after ded.	\$100	30% after ded.	50% after ded.	\$100	20% after ded.	50% after ded.	20% after ded.	50% after ded.
Outpatient Hospital Surgery	\$500	50% after ded.	50% after ded.	\$500	30% after ded.	50% after ded.	\$250	20% after ded.	50% after ded.	20% after ded.	50% after ded.
<b>PRESCRIPTION DRUGS</b>											
Deductible	N/A			N/A			N/A			Combined with Medical	
Tiers 1-4 Copays	\$25 / \$50 / \$75 / \$250			\$25 / \$50 / \$75 / \$250			\$15 / \$40 / \$60 / \$150			20% after ded. / 20% after ded. / 20% after ded. / 20% after ded.	
<b>Premium Summary</b>											
ANDREA MOORE	\$1,136.13			\$1,197.72			\$1,424.38			\$1,259.70	
EDITH MORALES	\$917.64			\$967.39			\$1,150.46			\$1,017.45	
NICOLE HUBBLE	\$1,267.22			\$1,335.92			\$1,588.74			\$1,405.06	
HARMONY CHAVEZ	\$633.61			\$667.96			\$794.37			\$702.53	
SAMANTHA TERRANOVA	\$349.58			\$368.53			\$438.27			\$387.60	
MEGAN DAVIS	\$633.61			\$667.96			\$794.37			\$702.53	
O'RANE FORRESTER	\$349.58			\$368.53			\$438.27			\$387.60	
TYLER BRANTON	\$349.58			\$368.53			\$438.27			\$387.60	
Estimated Monthly Total	\$5,636.95			\$5,942.54			\$7,067.13			\$6,250.07	
Percentage Change From Current	51.42%			59.63%			89.84%			67.89%	

# Health Plan of Nevada Association Health Plans

	OPTION  HSA 3000/20%		OPTION  PPO 35/1500/30%		OPTION  PPO 20/500/20%	
	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
<b>Medical Benefits</b>						
<b>DEDUCTIBLE &amp; OUT-OF-POCKET MAXIMUMS</b>						
Individual Deductible	\$3,000	\$6,000	\$1,500	\$3,000	\$500	\$1,000
Family Deductible	\$6,000	\$12,000	\$3,000	\$6,000	\$1,000	\$2,000
Individual Out-of-Pocket Maximum	\$6,000	\$12,000	\$5,000	\$10,000	\$3,500	\$7,500
Family Out-of-Pocket Maximum	\$12,000	\$24,000	\$10,000	\$20,000	\$7,000	\$15,000
<b>PHYSICIAN &amp; DIAGNOSTIC SERVICES</b>						
Primary Care Physician	20% after ded.	50% after ded.	\$35	50% after ded.	\$20	50% after ded.
Specialist	20% after ded.	50% after ded.	\$55	50% after ded.	\$35	50% after ded.
Telemedicine	20% after ded.	50% after ded.	\$0	50% after ded.	\$0	50% after ded.
Lab Services	20% after ded.	50% after ded.	\$35	50% after ded.	\$10	50% after ded.
X-ray Services	20% after ded.	50% after ded.	\$35	50% after ded.	\$30	50% after ded.
<b>FACILITY FEES</b>						
Urgent Care	20% after ded.	50% after ded.	\$75	50% after ded.	\$20	50% after ded.
Emergency Room	20% after ded.	20% after ded.	\$250	\$250	\$150 + 20% coins.	\$150 + 20% coins.
Inpatient Hospital	20% after ded.	50% after ded.	30% after ded.	50% after ded.	20% after ded.	50% after ded.
Surgery Center	20% after ded.	50% after ded.	30% after ded.	50% after ded.	20% after ded.	50% after ded.
Outpatient Hospital Surgery	20% after ded.	50% after ded.	30% after ded.	50% after ded.	20% after ded.	50% after ded.
<b>PRESCRIPTION DRUGS</b>						
Deductible	Combined with Medical		N/A		N/A	
Tiers 1-4 Copays	20% after ded. / 20% after ded. / 20% after ded. / 20% after ded.		\$25 / \$50 / \$75 / \$250		\$15 / \$40 / \$60 / \$150	
<b>Premium Summary</b>						
ANDREA MOORE	\$1,099.16		\$1,396.92		\$1,571.24	
EDITH MORALES	\$887.78		\$1,128.28		\$1,269.08	
NICOLE HUBBLE	\$1,225.98		\$1,558.12		\$1,752.52	
HARMONY CHAVEZ	\$612.99		\$779.06		\$876.26	
SAMANTHA TERRANOVA	\$338.20		\$429.82		\$483.46	
MEGAN DAVIS	\$612.99		\$779.06		\$876.26	
O'RANE FORRESTER	\$338.20		\$429.82		\$483.46	
TYLER BRANTON	\$338.20		\$429.82		\$483.46	
<b>Estimated Monthly Total</b>	<b>\$5,453.50</b>		<b>\$6,930.90</b>		<b>\$7,795.74</b>	
<b>Percentage Change From Current</b>	<b>46.49%</b>		<b>86.18%</b>		<b>109.41%</b>	

TEACH Las Vegas				HPN AHP	Health Plan of Nevada (HMO)				
				CURRENT	OPTION	OPTION	OPTION	OPTION	
				Current	ACA Compliant Group Plan 2022	ACA Compliant Group Plan 2022	ACA Compliant Group Plan 2022	ACA Compliant Group Plan 2022	
Last Name	First Name	Age	Status	HPN AHP Plans	HMO Solutions Bronze 25/6850/40%	HMO Balance Silver 45/7000/30%	HMO Solutions Silver 35/2500/30%	HMO Solutions Gold 30/500/30%	
MOORE	ANDREA	50	ECH	\$678.07	\$412.57	\$439.00	\$555.16	\$640.30	
MOORE	BENJAMIN	20	Dependent		\$224.07	\$238.43	\$301.51	\$347.75	
MOORE	RYAN	18	Dependent		\$210.90	\$224.42	\$283.80	\$327.32	
MORALES	EDITH	45	ECH	\$515.92	\$333.56	\$354.94	\$448.85	\$517.69	
MORALES	JIMMY	22	Dependent		\$231.00	\$245.80	\$310.84	\$358.51	
HUBBLE	NICOLE	43	FAM	\$854.96	\$313.47	\$333.55	\$421.81	\$486.50	
HUBBLE	JEREMY	43	Spouse		\$313.47	\$333.55	\$421.81	\$486.50	
HUBBLE	TYLER	19	Dependent		\$217.37	\$231.30	\$292.50	\$337.36	
HUBBLE	AUSTIN	17	Dependent		\$204.44	\$217.53	\$275.09	\$317.28	
CHAVEZ	HARMONY	36	ECH	\$427.48	\$284.13	\$302.33	\$382.33	\$440.97	
CHAVEZ	MALAKAI	2	Dependent		\$176.72	\$188.04	\$237.79	\$274.26	
TERRANOVA	SAMANTHA	22	EE	\$235.85	\$231.00	\$245.80	\$310.84	\$358.51	
DAVIS	MEGAN	39	ECH	\$427.48	\$291.52	\$310.20	\$392.28	\$452.44	
DAVIS	PRESLIE	11	Dependent		\$176.72	\$188.04	\$237.79	\$274.26	
FORRESTER	O'RANE	33	EE	\$235.85	\$276.74	\$294.47	\$372.39	\$429.49	
BRANTON	TYLER	23	EE	\$347.10	\$231.00	\$245.80	\$310.84	\$358.51	
Monthly Total				\$3,722.71	\$4,128.68	\$4,393.20	\$5,555.63	\$6,407.65	
Percentage Change From Current				0.00%	10.91%	18.01%	49.24%	72.12%	

TEACH Las Vegas				HPN AHP	Health Plan of Nevada (POS)			
				CURRENT	OPTION	OPTION	OPTION	OPTION
Current				ACA Compliant Group Plan 2022	ACA Compliant Group Plan 2022	ACA Compliant Group Plan 2022	ACA Compliant Group Plan 2022	ACA Compliant Group Plan 2022
Last Name	First Name	Age	Status	HPN AHP Plans	POS Solutions Gold 15/0/2000/20%	POS Solutions Gold 25/0/1500/20%	POS Solutions Gold 15/0/1000/20%	POS Solutions Gold 25/0/500/20%
MOORE	ANDREA	50	ECH	\$678.07	\$681.11	\$669.41	\$685.81	\$673.95
MOORE	BENJAMIN	20	Dependent		\$369.92	\$363.57	\$372.47	\$366.03
MOORE	RYAN	18	Dependent		\$348.18	\$342.20	\$350.58	\$344.52
MORALES	EDITH	45	ECH	\$515.92	\$550.68	\$541.23	\$554.48	\$544.89
MORALES	JIMMY	22	Dependent		\$381.36	\$374.81	\$383.99	\$377.35
HUBBLE	NICOLE	43	FAM	\$854.96	\$517.51	\$508.62	\$521.07	\$512.06
HUBBLE	JEREMY	43	Spouse		\$517.51	\$508.62	\$521.07	\$512.06
HUBBLE	TYLER	19	Dependent		\$358.86	\$352.70	\$361.33	\$355.09
HUBBLE	AUSTIN	17	Dependent		\$337.50	\$331.71	\$339.83	\$333.95
CHAVEZ	HARMONY	36	ECH	\$427.48	\$469.07	\$461.02	\$472.31	\$464.14
CHAVEZ	MALAKAI	2	Dependent		\$291.74	\$286.73	\$293.75	\$288.67
TERRANOVA	SAMANTHA	22	EE	\$235.85	\$381.36	\$374.81	\$383.99	\$377.35
DAVIS	MEGAN	39	ECH	\$427.48	\$481.28	\$473.01	\$484.60	\$476.22
DAVIS	PRESLIE	11	Dependent		\$291.74	\$286.73	\$293.75	\$288.67
FORRESTER	O'RANE	33	EE	\$235.85	\$456.87	\$449.02	\$460.02	\$452.07
BRANTON	TYLER	23	EE	\$347.10	\$381.36	\$374.81	\$383.99	\$377.35
Monthly Total				\$3,722.71	\$6,816.05	\$6,699.00	\$6,863.04	\$6,744.37
Percentage Change From Current				0.00%	83.09%	79.95%	84.36%	81.17%

TEACH Las Vegas				HPN AHP	Sierra Health & Life (PPO)				
				CURRENT	OPTION	OPTION	OPTION	OPTION	
Current				ACA Compliant Group Plan 2022	ACA Compliant Group Plan 2022	ACA Compliant Group Plan 2022	ACA Compliant Group Plan 2022	ACA Compliant Group Plan 2022	
Last Name	First Name	Age	Status	HPN AHP Plans	PPO Solutions HSA Bronze 6850/0%	PPO Solutions Silver 30/2450/0%	PPO Solutions Silver 25/1700/20%	PPO Solutions Gold 25/500/20%	
MOORE	ANDREA	50	ECH	\$678.07	\$415.58	\$602.78	\$650.60	\$708.33	
MOORE	BENJAMIN	20	Dependent		\$225.71	\$327.38	\$353.35	\$384.70	
MOORE	RYAN	18	Dependent		\$212.45	\$308.14	\$332.59	\$362.10	
MORALES	EDITH	45	ECH	\$515.92	\$336.00	\$487.35	\$526.02	\$572.69	
MORALES	JIMMY	22	Dependent		\$232.69	\$337.50	\$364.28	\$396.60	
HUBBLE	NICOLE	43	FAM	\$854.96	\$315.76	\$457.99	\$494.33	\$538.19	
HUBBLE	JEREMY	43	Spouse		\$315.76	\$457.99	\$494.33	\$538.19	
HUBBLE	TYLER	19	Dependent		\$218.96	\$317.59	\$342.79	\$373.20	
HUBBLE	AUSTIN	17	Dependent		\$205.93	\$298.69	\$322.39	\$350.99	
CHAVEZ	HARMONY	36	ECH	\$427.48	\$286.21	\$415.12	\$448.06	\$487.82	
CHAVEZ	MALAKAI	2	Dependent		\$178.01	\$258.19	\$278.67	\$303.40	
TERRANOVA	SAMANTHA	22	EE	\$235.85	\$232.69	\$337.50	\$364.28	\$396.60	
DAVIS	MEGAN	39	ECH	\$427.48	\$293.65	\$425.92	\$459.72	\$500.51	
DAVIS	PRESLIE	11	Dependent		\$178.01	\$258.19	\$278.67	\$303.40	
FORRESTER	O'RANE	33	EE	\$235.85	\$278.76	\$404.32	\$436.41	\$475.13	
BRANTON	TYLER	23	EE	\$347.10	\$232.69	\$337.50	\$364.28	\$396.60	
Monthly Total				\$3,722.71	\$4,158.86	\$6,032.15	\$6,510.77	\$7,088.45	
Percentage Change From Current				0.00%	11.72%	62.04%	74.89%	90.41%	

TEACH Las Vegas				HPN AHP	United Health Care				
				CURRENT	OPTION	OPTION	OPTION	OPTION	
Current				ACA Compliant Group Plan 2022	ACA Compliant Group Plan 2022	ACA Compliant Group Plan 2022	ACA Compliant Group Plan 2022	ACA Compliant Group Plan 2022	
Last Name	First Name	Age	Status	HPN AHP Plans	CPJC Motion HSA 0%/6850/0%	CPJT Choice Plus Direct 35/5000/30%	CPJR Choice Plus Direct 40/3500/30%	CPJS Choice Plus Direct 30/1000/20%	
MOORE	ANDREA	50	ECH	\$678.07	\$539.84	\$578.95	\$585.75	\$692.02	
MOORE	BENJAMIN	20	Dependent		\$293.19	\$314.44	\$318.13	\$375.85	
MOORE	RYAN	18	Dependent		\$275.96	\$295.96	\$299.44	\$353.76	
MORALES	EDITH	45	ECH	\$515.92	\$436.46	\$468.09	\$473.59	\$559.51	
MORALES	JIMMY	22	Dependent		\$302.26	\$324.16	\$327.97	\$387.47	
HUBBLE	NICOLE	43	FAM	\$854.96	\$410.17	\$439.89	\$445.06	\$525.80	
HUBBLE	JEREMY	43	Spouse		\$410.17	\$439.89	\$445.06	\$525.80	
HUBBLE	TYLER	19	Dependent		\$284.43	\$305.03	\$308.62	\$364.61	
HUBBLE	AUSTIN	17	Dependent		\$267.50	\$286.88	\$290.25	\$342.91	
CHAVEZ	HARMONY	36	ECH	\$427.48	\$371.78	\$398.72	\$403.40	\$476.59	
CHAVEZ	MALAKAI	2	Dependent		\$231.23	\$247.98	\$250.90	\$296.41	
TERRANOVA	SAMANTHA	22	EE	\$235.85	\$302.26	\$324.16	\$327.97	\$387.47	
DAVIS	MEGAN	39	ECH	\$427.48	\$381.45	\$409.09	\$413.90	\$488.99	
DAVIS	PRESLIE	11	Dependent		\$231.23	\$247.98	\$250.90	\$296.41	
FORRESTER	O'RANE	33	EE	\$235.85	\$362.11	\$388.34	\$392.91	\$464.19	
BRANTON	TYLER	23	EE	\$347.10	\$302.26	\$324.16	\$327.97	\$387.47	
Monthly Total				\$3,722.71	\$5,402.30	\$5,793.72	\$5,861.82	\$6,925.26	
Percentage Change From Current				0.00%	45.12%	55.63%	57.46%	86.03%	



TEACH Las Vegas				HPN AHP	Friday Health Plans				
				CURRENT	OPTION	OPTION	OPTION	OPTION	
				Current	ACA Compliant Group Plan 2022	ACA Compliant Group Plan 2022	ACA Compliant Group Plan 2022	ACA Compliant Group Plan 2022	
Last Name	First Name	Age	Status	HPN AHP Plans	Bronze HSA	Silver Copay	Gold Copay	Platinum	
MOORE	ANDREA	50	ECH	\$678.07	\$403.22	\$476.01	\$584.35	\$708.66	
MOORE	BENJAMIN	20	Dependent		\$218.99	\$258.53	\$317.37	\$384.88	
MOORE	RYAN	18	Dependent		\$206.12	\$243.33	\$298.72	\$362.26	
MORALES	EDITH	45	ECH	\$515.92	\$326.00	\$384.86	\$472.46	\$572.96	
MORALES	JIMMY	22	Dependent		\$225.76	\$266.52	\$327.19	\$396.78	
HUBBLE	NICOLE	43	FAM	\$854.96	\$306.36	\$361.67	\$443.99	\$538.44	
HUBBLE	JEREMY	43	Spouse		\$306.36	\$361.67	\$443.99	\$538.44	
HUBBLE	TYLER	19	Dependent		\$212.44	\$250.80	\$307.88	\$373.37	
HUBBLE	AUSTIN	17	Dependent		\$199.80	\$235.87	\$289.56	\$351.15	
CHAVEZ	HARMONY	36	ECH	\$427.48	\$277.69	\$327.82	\$402.44	\$488.04	
CHAVEZ	MALAKAI	2	Dependent		\$172.71	\$203.89	\$250.30	\$303.54	
TERRANOVA	SAMANTHA	22	EE	\$235.85	\$225.76	\$266.52	\$327.19	\$396.78	
DAVIS	MEGAN	39	ECH	\$427.48	\$284.91	\$336.35	\$412.91	\$500.74	
DAVIS	PRESLIE	11	Dependent		\$172.71	\$203.89	\$250.30	\$303.54	
FORRESTER	O'RANE	33	EE	\$235.85	\$270.47	\$319.29	\$391.97	\$475.35	
BRANTON	TYLER	23	EE	\$347.10	\$225.76	\$266.52	\$327.19	\$396.78	
Monthly Total				\$3,722.71	\$4,035.06	\$4,763.54	\$5,847.81	\$7,091.71	
Percentage Change From Current				0.00%	8.39%	27.96%	57.08%	90.50%	

TEACH Las Vegas				HPN AHP	Anthem				
				CURRENT	OPTION	OPTION	OPTION	OPTION	
				Current	ACA Compliant Group Plan 2022	ACA Compliant Group Plan 2022	ACA Compliant Group Plan 2022	ACA Compliant Group Plan 2022	
Last Name	First Name	Age	Status	HPN AHP Plans	Anthem Bronze Guided Access HMO 7500/40%/8550 6BBK	Anthem Link Silver Guided Access HMO 5000/8700 6BCU	Anthem Silver Guided Access HMO 4000/50%/8250 WH 6BCP	Anthem Gold Guided Access HMO 500/20%/7500 6BCF	
MOORE	ANDREA	50	ECH	\$678.07	\$442.77	\$451.61	\$485.13	\$556.75	
MOORE	BENJAMIN	20	Dependent		\$240.47	\$245.27	\$263.48	\$302.38	
MOORE	RYAN	18	Dependent		\$226.34	\$230.86	\$248.00	\$284.61	
MORALES	EDITH	45	ECH	\$515.92	\$357.98	\$365.13	\$392.23	\$450.14	
MORALES	JIMMY	22	Dependent		\$247.91	\$252.86	\$271.63	\$311.73	
HUBBLE	NICOLE	43	FAM	\$854.96	\$336.41	\$343.13	\$368.60	\$423.02	
HUBBLE	JEREMY	43	Spouse		\$336.41	\$343.13	\$368.60	\$423.02	
HUBBLE	TYLER	19	Dependent		\$233.28	\$237.94	\$255.60	\$293.34	
HUBBLE	AUSTIN	17	Dependent		\$219.40	\$223.78	\$240.39	\$275.88	
CHAVEZ	HARMONY	36	ECH	\$427.48	\$304.93	\$311.02	\$334.10	\$383.43	
CHAVEZ	MALAKAI	2	Dependent		\$189.65	\$193.44	\$207.80	\$238.47	
TERRANOVA	SAMANTHA	22	EE	\$235.85	\$247.91	\$252.86	\$271.63	\$311.73	
DAVIS	MEGAN	39	ECH	\$427.48	\$312.86	\$319.11	\$342.80	\$393.40	
DAVIS	PRESLIE	11	Dependent		\$189.65	\$193.44	\$207.80	\$238.47	
FORRESTER	O'RANE	33	EE	\$235.85	\$297.00	\$302.93	\$325.41	\$373.45	
BRANTON	TYLER	23	EE	\$347.10	\$247.91	\$252.86	\$271.63	\$311.73	
Monthly Total				\$3,722.71	\$4,430.88	\$4,519.37	\$4,854.83	\$5,571.55	
Percentage Change From Current				0.00%	19.02%	21.40%	30.41%	49.66%	

TEACH Las Vegas				HPN AHP	Anthem		
				CURRENT	OPTION	OPTION	OPTION
				Current	ACA Compliant Group Plan 2022	ACA Compliant Group Plan 2022	ACA Compliant Group Plan 2022
Last Name	First Name	Age	Status	HPN AHP Plans	Anthem Bronze Choice PPO 6000/25%/7000 w/HSA 6BC1	Anthem Silver Choice PPO 5000/30%/8500 6BCL	Anthem Silver Choice PPO 3000/30%/8700 6BC5
MOORE	ANDREA	50	ECH	\$678.07	\$550.41	\$614.85	\$616.35
MOORE	BENJAMIN	20	Dependent		\$298.93	\$333.93	\$334.75
MOORE	RYAN	18	Dependent		\$281.37	\$314.31	\$315.08
MORALES	EDITH	45	ECH	\$515.92	\$445.01	\$497.11	\$498.32
MORALES	JIMMY	22	Dependent		\$308.18	\$344.26	\$345.10
HUBBLE	NICOLE	43	FAM	\$854.96	\$418.20	\$467.16	\$468.30
HUBBLE	JEREMY	43	Spouse		\$418.20	\$467.16	\$468.30
HUBBLE	TYLER	19	Dependent		\$290.00	\$323.95	\$324.74
HUBBLE	AUSTIN	17	Dependent		\$272.74	\$304.67	\$305.41
CHAVEZ	HARMONY	36	ECH	\$427.48	\$379.06	\$423.44	\$424.47
CHAVEZ	MALAKAI	2	Dependent		\$235.76	\$263.36	\$264.00
TERRANOVA	SAMANTHA	22	EE	\$235.85	\$308.18	\$344.26	\$345.10
DAVIS	MEGAN	39	ECH	\$427.48	\$388.92	\$434.46	\$435.52
DAVIS	PRESLIE	11	Dependent		\$235.76	\$263.36	\$264.00
FORRESTER	O'RANE	33	EE	\$235.85	\$369.20	\$412.42	\$413.43
BRANTON	TYLER	23	EE	\$347.10	\$308.18	\$344.26	\$345.10
Monthly Total				\$3,722.71	\$5,508.10	\$6,152.96	\$6,167.97
Percentage Change From Current				0.00%	47.96%	65.28%	65.68%

TEACH Las Vegas				HPN AHP	Prominence				
				CURRENT	OPTION	OPTION	OPTION	OPTION	
Current				ACA Compliant Group Plan 2022	ACA Compliant Group Plan 2022	ACA Compliant Group Plan 2022	ACA Compliant Group Plan 2022	ACA Compliant Group Plan 2022	
Last Name	First Name	Age	Status	HPN AHP Plans	HMO Value Based Gold 0/2500/20%	PPO Bronze 0%/8700/0%	PPO Silver 0/6000/30%	PPO Gold 0/1500/20%	
MOORE	ANDREA	50	ECH	\$678.07	\$485.86	\$452.76	\$489.53	\$568.35	
MOORE	BENJAMIN	20	Dependent		\$263.88	\$245.90	\$265.87	\$308.68	
MOORE	RYAN	18	Dependent		\$248.37	\$231.45	\$250.25	\$290.54	
MORALES	EDITH	45	ECH	\$515.92	\$392.82	\$366.06	\$395.79	\$459.52	
MORALES	JIMMY	22	Dependent		\$272.04	\$253.50	\$274.09	\$318.23	
HUBBLE	NICOLE	43	FAM	\$854.96	\$369.16	\$344.00	\$371.95	\$431.83	
HUBBLE	JEREMY	43	Spouse		\$369.16	\$344.00	\$371.95	\$431.83	
HUBBLE	TYLER	19	Dependent		\$255.99	\$238.55	\$257.92	\$299.45	
HUBBLE	AUSTIN	17	Dependent		\$240.75	\$224.35	\$242.57	\$281.63	
CHAVEZ	HARMONY	36	ECH	\$427.48	\$334.61	\$311.81	\$337.14	\$391.42	
CHAVEZ	MALAKAI	2	Dependent		\$208.11	\$193.93	\$209.68	\$243.44	
TERRANOVA	SAMANTHA	22	EE	\$235.85	\$272.04	\$253.50	\$274.09	\$318.23	
DAVIS	MEGAN	39	ECH	\$427.48	\$343.31	\$319.92	\$345.91	\$401.60	
DAVIS	PRESLIE	11	Dependent		\$208.11	\$193.93	\$209.68	\$243.44	
FORRESTER	O'RANE	33	EE	\$235.85	\$325.90	\$303.70	\$328.37	\$381.24	
BRANTON	TYLER	23	EE	\$347.10	\$272.04	\$253.50	\$274.09	\$318.23	
Monthly Total				\$3,722.71	\$4,862.15	\$4,530.86	\$4,898.88	\$5,687.66	
Percentage Change From Current				0.00%	30.61%	21.71%	31.59%	52.78%	

TEACH Las Vegas				HPN AHP	Select Health				
				CURRENT	OPTION	OPTION	OPTION	OPTION	
Current				ACA Compliant Group Plan 2022	ACA Compliant Group Plan 2022	ACA Compliant Group Plan 2022	ACA Compliant Group Plan 2022	ACA Compliant Group Plan 2022	
Last Name	First Name	Age	Status	HPN AHP Plans	HMO Silver - 3000/6000	PPO Silver 4500/9000 HSA	PPO Silver - 3000/6000	PPO Gold- 500/1500	
MOORE	ANDREA	50	ECH	\$678.07	\$479.00	\$437.00	\$463.00	\$558.00	
MOORE	BENJAMIN	20	Dependent		\$260.00	\$237.00	\$252.00	\$303.00	
MOORE	RYAN	18	Dependent		\$245.00	\$223.00	\$237.00	\$285.00	
MORALES	EDITH	45	ECH	\$515.92	\$388.00	\$353.00	\$374.00	\$451.00	
MORALES	JIMMY	22	Dependent		\$268.00	\$245.00	\$259.00	\$313.00	
HUBBLE	NICOLE	43	FAM	\$854.96	\$364.00	\$332.00	\$352.00	\$424.00	
HUBBLE	JEREMY	43	Spouse		\$364.00	\$332.00	\$352.00	\$424.00	
HUBBLE	TYLER	19	Dependent		\$253.00	\$230.00	\$244.00	\$294.00	
HUBBLE	AUSTIN	17	Dependent		\$238.00	\$217.00	\$230.00	\$277.00	
CHAVEZ	HARMONY	36	ECH	\$427.48	\$330.00	\$301.00	\$319.00	\$384.00	
CHAVEZ	MALAKAI	2	Dependent		\$205.00	\$187.00	\$198.00	\$239.00	
TERRANOVA	SAMANTHA	22	EE	\$235.85	\$268.00	\$245.00	\$259.00	\$313.00	
DAVIS	MEGAN	39	ECH	\$427.48	\$339.00	\$309.00	\$327.00	\$394.00	
DAVIS	PRESLIE	11	Dependent		\$205.00	\$187.00	\$198.00	\$239.00	
FORRESTER	O'RANE	33	EE	\$235.85	\$322.00	\$293.00	\$311.00	\$374.00	
BRANTON	TYLER	23	EE	\$347.10	\$268.00	\$245.00	\$259.00	\$313.00	
Monthly Total				\$3,722.71	\$4,796.00	\$4,373.00	\$4,634.00	\$5,585.00	
Percentage Change From Current				0.00%	28.83%	17.47%	24.48%	50.03%	

TEACH Las Vegas				HPN AHP	HPN/SHL AHP				
				CURRENT	OPTION	OPTION	OPTION	OPTION	
				Current	ACA Compliant Group Plan 2022	ACA Compliant Group Plan 2022	ACA Compliant Group Plan 2022	ACA Compliant Group Plan 2022	
Last Name	First Name	Age	Status	HPN AHP Plans	HMO Balance 40/6000/20	HMO Balance 30/5000	HMO Balance 10/3300	HMO Balance 20/1750	
MOORE	ANDREA	50	ECH	\$678.07	\$328.99	\$346.24	\$372.70	\$407.98	
MOORE	BENJAMIN	20	Dependent		\$202.46	\$213.07	\$229.35	\$251.06	
MOORE	RYAN	18	Dependent		\$126.54	\$133.17	\$143.35	\$156.92	
MORALES	EDITH	45	ECH	\$515.92	\$328.99	\$346.24	\$372.70	\$407.98	
MORALES	JIMMY	22	Dependent		\$202.46	\$213.07	\$229.35	\$251.06	
HUBBLE	NICOLE	43	FAM	\$854.96	\$240.42	\$253.02	\$272.36	\$298.14	
HUBBLE	JEREMY	43	Spouse		\$240.42	\$253.02	\$272.36	\$298.14	
HUBBLE	TYLER	19	Dependent		\$126.54	\$133.17	\$143.35	\$156.92	
HUBBLE	AUSTIN	17	Dependent		\$126.54	\$133.17	\$143.35	\$156.92	
CHAVEZ	HARMONY	36	ECH	\$427.48	\$240.42	\$253.02	\$272.36	\$298.14	
CHAVEZ	MALAKAI	2	Dependent		\$126.54	\$133.17	\$143.35	\$156.92	
TERRANOVA	SAMANTHA	22	EE	\$235.85	\$202.46	\$213.07	\$229.35	\$251.06	
DAVIS	MEGAN	39	ECH	\$427.48	\$240.42	\$253.02	\$272.36	\$298.14	
DAVIS	PRESLIE	11	Dependent		\$126.54	\$133.17	\$143.35	\$156.92	
FORRESTER	O'RANE	33	EE	\$235.85	\$202.46	\$213.07	\$229.35	\$251.06	
BRANTON	TYLER	23	EE	\$347.10	\$202.46	\$213.07	\$229.35	\$251.06	
Monthly Total				\$3,722.71	\$3,264.66	\$3,435.76	\$3,698.34	\$4,048.42	
Percentage Change From Current				0.00%	-12.30%	-7.71%	-0.65%	8.75%	

TEACH Las Vegas				HPN AHP	HPN/SHL AHP			
				CURRENT	OPTION	OPTION	OPTION	OPTION
				Current	ACA Compliant Group Plan 2022	ACA Compliant Group Plan 2022	ACA Compliant Group Plan 2022	ACA Compliant Group Plan 2022
Last Name	First Name	Age	Status	HPN AHP Plans	HMO Plus 30/5000-4A	HMO Plus 20/2000-3D	HMO Plus 30/500-3D	HMO Plus 15
MOORE	ANDREA	50	ECH	\$678.07	\$420.65	\$455.60	\$480.58	\$554.83
MOORE	BENJAMIN	20	Dependent		\$258.86	\$280.37	\$295.74	\$341.43
MOORE	RYAN	18	Dependent		\$161.79	\$175.23	\$184.84	\$213.40
MORALES	EDITH	45	ECH	\$515.92	\$420.65	\$455.60	\$480.58	\$554.83
MORALES	JIMMY	22	Dependent		\$258.86	\$280.37	\$295.74	\$341.43
HUBBLE	NICOLE	43	FAM	\$854.96	\$307.40	\$332.94	\$351.20	\$405.45
HUBBLE	JEREMY	43	Spouse		\$307.40	\$332.94	\$351.20	\$405.45
HUBBLE	TYLER	19	Dependent		\$161.79	\$175.23	\$184.84	\$213.40
HUBBLE	AUSTIN	17	Dependent		\$161.79	\$175.23	\$184.84	\$213.40
CHAVEZ	HARMONY	36	ECH	\$427.48	\$307.40	\$332.94	\$351.20	\$405.45
CHAVEZ	MALAKAI	2	Dependent		\$161.79	\$175.23	\$184.84	\$213.40
TERRANOVA	SAMANTHA	22	EE	\$235.85	\$258.86	\$280.37	\$295.74	\$341.43
DAVIS	MEGAN	39	ECH	\$427.48	\$307.40	\$332.94	\$351.20	\$405.45
DAVIS	PRESLIE	11	Dependent		\$161.79	\$175.23	\$184.84	\$213.40
FORRESTER	O'RANE	33	EE	\$235.85	\$258.86	\$280.37	\$295.74	\$341.43
BRANTON	TYLER	23	EE	\$347.10	\$258.86	\$280.37	\$295.74	\$341.43
Monthly Total				\$3,722.71	\$4,174.15	\$4,520.96	\$4,768.86	\$5,505.61
Percentage Change From Current				0.00%	12.13%	21.44%	28.10%	47.89%

TEACH Las Vegas				HPN AHP	HPN/SHL AHP				
				CURRENT	OPTION	OPTION	OPTION	OPTION	
Current				ACA Compliant Group Plan 2022	ACA Compliant Group Plan 2022	ACA Compliant Group Plan 2022	ACA Compliant Group Plan 2022	ACA Compliant Group Plan 2022	
Last Name	First Name	Age	Status	HPN AHP Plans	POS 30/1500/3000/50%	POS 15/1000/2500/30%	POS 15/0/1000/20%	HSA 1500/20%	
MOORE	ANDREA	50	ECH	\$678.07	\$568.06	\$598.86	\$712.19	\$629.85	
MOORE	BENJAMIN	20	Dependent		\$349.58	\$368.53	\$438.27	\$387.60	
MOORE	RYAN	18	Dependent		\$218.49	\$230.33	\$273.92	\$242.25	
MORALES	EDITH	45	ECH	\$515.92	\$568.06	\$598.86	\$712.19	\$629.85	
MORALES	JIMMY	22	Dependent		\$349.58	\$368.53	\$438.27	\$387.60	
HUBBLE	NICOLE	43	FAM	\$854.96	\$415.12	\$437.63	\$520.45	\$460.28	
HUBBLE	JEREMY	43	Spouse		\$415.12	\$437.63	\$520.45	\$460.28	
HUBBLE	TYLER	19	Dependent		\$218.49	\$230.33	\$273.92	\$242.25	
HUBBLE	AUSTIN	17	Dependent		\$218.49	\$230.33	\$273.92	\$242.25	
CHAVEZ	HARMONY	36	ECH	\$427.48	\$415.12	\$437.63	\$520.45	\$460.28	
CHAVEZ	MALAKAI	2	Dependent		\$218.49	\$230.33	\$273.92	\$242.25	
TERRANOVA	SAMANTHA	22	EE	\$235.85	\$349.58	\$368.53	\$438.27	\$387.60	
DAVIS	MEGAN	39	ECH	\$427.48	\$415.12	\$437.63	\$520.45	\$460.28	
DAVIS	PRESLIE	11	Dependent		\$218.49	\$230.33	\$273.92	\$242.25	
FORRESTER	O'RANE	33	EE	\$235.85	\$349.58	\$368.53	\$438.27	\$387.60	
BRANTON	TYLER	23	EE	\$347.10	\$349.58	\$368.53	\$438.27	\$387.60	
Monthly Total				\$3,722.71	\$5,636.95	\$5,942.54	\$7,067.13	\$6,250.07	
Percentage Change From Current				0.00%	51.42%	59.63%	89.84%	67.89%	



TEACH Las Vegas				HPN AHP	HPN/SHL AHP		
				CURRENT	OPTION	OPTION	OPTION
				Current	ACA Compliant Group Plan 2022	ACA Compliant Group Plan 2022	ACA Compliant Group Plan 2022
Last Name	First Name	Age	Status	HPN AHP Plans	HSA 3000/20%	PPO 35/1500/30%	PPO 20/500/20%
MOORE	ANDREA	50	ECH	\$678.07	\$549.58	\$698.46	\$785.62
MOORE	BENJAMIN	20	Dependent		\$338.20	\$429.82	\$483.46
MOORE	RYAN	18	Dependent		\$211.38	\$268.64	\$302.16
MORALES	EDITH	45	ECH	\$515.92	\$549.58	\$698.46	\$785.62
MORALES	JIMMY	22	Dependent		\$338.20	\$429.82	\$483.46
HUBBLE	NICOLE	43	FAM	\$854.96	\$401.61	\$510.42	\$574.10
HUBBLE	JEREMY	43	Spouse		\$401.61	\$510.42	\$574.10
HUBBLE	TYLER	19	Dependent		\$211.38	\$268.64	\$302.16
HUBBLE	AUSTIN	17	Dependent		\$211.38	\$268.64	\$302.16
CHAVEZ	HARMONY	36	ECH	\$427.48	\$401.61	\$510.42	\$574.10
CHAVEZ	MALAKAI	2	Dependent		\$211.38	\$268.64	\$302.16
TERRANOVA	SAMANTHA	22	EE	\$235.85	\$338.20	\$429.82	\$483.46
DAVIS	MEGAN	39	ECH	\$427.48	\$401.61	\$510.42	\$574.10
DAVIS	PRESLIE	11	Dependent		\$211.38	\$268.64	\$302.16
FORRESTER	O'RANE	33	EE	\$235.85	\$338.20	\$429.82	\$483.46
BRANTON	TYLER	23	EE	\$347.10	\$338.20	\$429.82	\$483.46
Monthly Total				\$3,722.71	\$5,453.50	\$6,930.90	\$7,795.74
Percentage Change From Current				0.00%	46.49%	86.18%	109.41%

# A N C I L L A R Y

- Renaissance dental/vision/basic life set to renew 10/1 with OE in September
- We can renew 7/1 (sync everything) and extend through next July, but there is a minor dental increase to do so
- I would recommend the slight increase in order to eliminate another OE this year



April 28, 2022

TEACH Las Vegas  
Andrea Moore  
4660 N Rancho Drive  
Las Vegas, NV, 89130

Dear Andrea,

Renaissance uses an “evergreen” contract for your dental and vision benefits program, which means you don’t sign a new contract for each renewal. Instead, we send only your guaranteed rate. Payment of this new rate will be your consent to renew Renaissance dental coverage for the time period on which the rate is based.

This procedure saves you time, reduces your paperwork and ensures continued eligibility for your group members. With that in mind, we’ve recently completed a review of your benefits and are offering the following dental rates for the renewal period of: July 1, 2022 through June 30, 2023.

	Dental Rates	
	Current	Renewal
Employee Only	\$26.81	\$28.95
Employee + Spouse	\$53.62	\$57.91
Employee + Child(ren)	\$59.20	\$63.94
Employee + Family	\$99.20	\$107.14

The above rates and current benefits are guaranteed for a period of 12 months from their effective date for the contract issued by Renaissance.



**Your Most Valuable Asset:  
Employees with Good Health!**

Combining quality dental, vision, life and disability products gives your employees peace-of-mind coverage while helping them live a healthy lifestyle.



Dentists are disease detectives and can detect over 120 signs and symptoms of non-dental disease through a routine examinations.<sup>1</sup>



Vision providers can be the first to detect signs of serious and costly chronic conditions. <sup>2</sup>



Life and disability plan options give employees and their families the coverage they need when the unexpected happens.

**To Learn More About Protecting Your Employees Contact Your Local Renaissance Sales Representative.**

V A L U E   A D D E D   S E R V I C E S

# Client Services



Strategic Planning and Employee Benefits Consulting	✓
Quoting and Rate Navigation	✓
Dedicated Support Team	✓
Claims Support and Health Advocacy	✓
Billing Reconciliation and Consolidation	✓
Onsite Open Enrollment and Renewal Meetings	✓
FSA, HRA, and HSA Plans	✓
Section 125 Premium Only Plans	✓
Wellness Program Management	✓
COBRA Administration	✓
Affordable Care Act Compliance	✓
ERISA Compliance / Required Annual Benefit Notices	✓
5500 Preparation and Filing	✓
HR Support Hotline (extra fee may apply)	✓
Online Benefits Administration / Paperless Enrollment	✓
Employee Onboarding & Time Off Tracking	✓
Employer & Employee Self-Service Portals	✓
Employment Practices Liability Coverage	✓
Business Insurance Services (Workers Compensation, General Liability, etc.)	✓
Personal Insurance Services (Home, Auto, Life, Health)	✓

Distinctive Insurance, an Alera Group Agency  
Employee Benefit Placement  
Compensation Disclosure Statement

Name of Plan Administrator:     TEACH Las Vegas

Coverage placement date(s):     7/1/2022

Description of general services that may be provided to client:

Selection of Insurance Products	Wellness Program
Benefit Administration	Transparency Tools & Vendors
Compliance Services	Stop-Loss Insurance
Pharmacy Benefit Management	Employee Assistance Program
Disease Management Vendors and Products	

This Compensation Disclosure Statement is being provided to you in accordance with applicable federal insurance regulation. By signing below, you acknowledge that you have received a copy of this Compensation Disclosure and have read and understand the information contained herein. If this Disclosure is not returned by you within 10 business days of your receipt, it will be deemed to have been accepted by you.

*PEPM Fees or Retail Commissions:*

In general, our agency is compensated for your insurance placements through either a per-employee per-month fee (“PEPM”) or retail commission paid by your insurance carriers or other vendors. Below is information of the PEPM and/or commissions we receive for your placements by line of coverage:

Line of Coverage	PEPM or Commission Rate
Medical	PEPM/retail: \$10.00 - \$36.00 PEPM or 5% - 10%
Dental	PEPM/retail: 5% - 10%
Vision	PEPM/retail: 5% - 10%
Short-term disability	PEPM/retail: 10% - 15%
Long-term disability	PEPM/retail: 10% - 15%
Group life insurance	PEPM/retail: 10% - 15%
Individual life insurance	PEPM/retail: 10% - 15%
Accident and travel	PEPM/retail: 2.5%
Critical illness	PEPM/retail : 15% - 25%
Accidental death and dismemberment	PEPM/retail: 10% - 15%
Pet insurance	PEPM/retail:
Stop-loss insurance	PEPM/retail: 10%

Distinctive Insurance, an Alera Group Agency  
Employee Benefit Placement  
Compensation Disclosure Statement

*Other Compensation :*

In addition to the foregoing, we may receive contingent/profit sharing commissions or other similar compensation from insurers and third parties. With respect to contingent/profit sharing commissions, these amounts are not reasonably calculable at this point in time, as they depend on a variety of factors, including, but not limited to, the volume, profitability, retention and/or growth thresholds of our overall business. Please feel free to contact us if you have any questions relating to this component of our compensation. We may also receive third-party sponsorship in our training and marketing programs, along with sales incentive trips, gifts, and entertainment.

Note that insurance carriers and vendors may provide you with credits or other incentives for implementing new products and services. Those amounts are not included in this disclosure form. If you have questions regarding those amounts, please feel free to contact us.

*Services to Be Provided :*

The following is a description of the services that may be provided in consideration of the compensation described herein:

Please refer to the Client Services page of this proposal for a list of services we provide to our clients.

*Finder's Fees Payable for Your Placement Work :*

- We have not paid or received any finder's fee or referral fee for the services we are providing hereunder.
- Distinctive Insurance has been paid a referral fee in the amount of \$ \_\_\_\_\_
- Distinctive Insurance has been paid a referral fee equal to \_\_\_\_ % of the compensation received hereunder for the \_\_\_\_\_ lines of business hereunder.

Please feel free to contact us if you have any questions relating to the compensation, we receive for the services will provide to you. Please confirm receipt of this disclosure by signing below.

Client Contact Signature: \_\_\_\_\_

Client Contact Name: \_\_\_\_\_

Client Contact Title: \_\_\_\_\_