



Teach Las Vegas

TEACH Las Vegas Special Board Meeting

Published on July 26, 2022 at 8:18 AM PDT

Date and Time

Thursday July 28, 2022 at 5:00 PM PDT

Location

Via Zoom

Agenda

	Purpose	Presenter	Time
I. Opening Items			5:00 PM
A. Call the Meeting to Order		Trishawn Allison	
B. Record Attendance		Beth Bulgeron	1 m
C. Public Comment		Trishawn Allison	5 m

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.

II. CONSENT ITEMS

5:06 PM

Consent Items- Items under Consent Items will be voted on in one motion, unless a member of the Board request that an item be removed and voted on separately, in which case the Board Chair will determine when it will be balloted 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 July 19, 2022 Special Board Meeting	Vote	Trishawn Allison	3 m
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	Purpose	Presenter	Time
III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION			5:09 PM
A. Approve the Accounts Receivable Sale	Vote	Matthew Brown	8 m
B. Approve the Updated Student and Parent Handbook	Vote	Beth Bulgeron	5 m
IV. Closing Items			5:22 PM
A. Upcoming Meeting Date	FYI	Trishawn Allison	5 m
The next regular Board Meeting is scheduled for August 23, 2022 at 5 pm.			
B. Public Comment			5 m
C. Board Member Comments			5 m
D. Adjourn Meeting	Vote		

Coversheet

Approval of Board Agenda and Minutes of the July 19, 2022 Special Board Meeting

Section: II. CONSENT ITEMS
Item: A. Approval of Board Agenda and Minutes of the July 19, 2022
Special Board Meeting
Purpose: Vote
Submitted by:
Related Material: 2022_07_19_board_meeting_minutes.pdf

DRAFT



Teach Las Vegas

Minutes

TEACH Las Vegas. Regular Board Meeting

Date and Time

Tuesday July 19, 2022 at 5:00 PM

Directors Present

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

Directors Absent

None

Ex Officio Members Present

A. Moore (remote)

Non Voting Members Present

A. Moore (remote)

Guests Present

B. Bulgeron (remote), E. Robles (remote), L. Ramirez (remote), M. Brown (remote), T. Thompson (remote)

I. Opening Items

A. Call the Meeting to Order

D. Horn called a meeting of the board of directors of Teach Las Vegas to order on Tuesday Jul 19, 2022 at 5:02 PM.

B. Record Attendance

C. Public Comment

There was no public comment.

II. CONSENT ITEMS

A. Approval of Board Agenda and Minutes of the May 24, 2022 Special Board Meeting

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

N. Sarisahin seconded the motion.

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

Roll Call

N. Sarisahin Aye

C. Igeleke Aye

T. Allison Aye

D. Horn Aye

III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION

A. Financial Report and Revised Budget Reflecting Enrollment of 325

Theresa Thompson and Matt Brown presented the financial report and discussed the enrollment numbers and impact on the budget. Theresa broke down the budget and explained the expenditures and provided a summary in the multi-year projection. Matt explained how the lower funding amount for the first few months of school impacts cash flow and recommended that the board consider the sale of receivables to even out the cash flow. Board Member Horn asked about the downside and Matt explained there was interest but the advantage of a slower payback time outweighed the downside and this was a common practice in charter schools that like TEACH are heavily dependent upon reimbursements in the start-up years of operation.

B. Board Member Recruitment Efforts

Beth Bulgeron discussed the on-going recruitment efforts and pleaded with the Board to take at least one effort to reach out to an individual or network to encourage participation on the board.

C. CMO Evaluation Survey

Beth Bulgeron advised the Board that she would be sending out a CMO evaluation survey prior to 10 am the next day. Board Member Chrislove Igeleke asked about professional development that the board could take together and Beth responded that she would seek out opportunities in any area that the board expressed an interest in exploring.

D. Approval of the Food Service Contract

D. Horn made a motion to Approve the Food Services Contract.

N. Sarisahin seconded the motion.

Enrique Robles presented the proposal from Better 4 You Foods to provide food services for the following school year and explained that the company was purchased by a former competitor and was still using their brand. The acquisition of the company is part of the reason why there was only one bid. Other food service providers stated that staffing was an issue that prevented them from applying. The board asked Andrea Moore about the selection and she expressed the hope that in the future there would be more options for fresh and healthy meals and this was encouraged by Board Member Horn.

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

Roll Call

T. Allison Aye
N. Sarisahin Aye
D. Horn Aye
C. Igeleke Aye

E. Scoot Education Substitute Teacher Services Contract

C. Igeleke made a motion to Approve the Scoot Teacher Services Contact.

T. Allison seconded the motion.

Andrea and Beth presented the Scoot contract for substitute teacher services and Matt emphasized that the contract was presented to the board so they are aware of the contract. The board asked about other substitute contracts and Andrea Moore explained that the school wanted to have many resources for subs because there is a shortage, she also explained the very different philosophies between the two companies that were being used.

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

Roll Call

C. Igeleke Aye
N. Sarisahin Aye
D. Horn Aye
T. Allison Aye

F. Approval of Contract for Speech Language Pathologist Services

D. Horn made a motion to Approve the Contract for Speech Language Pathologist Services.

T. Allison seconded the motion.

Andrea Moore presented the Wildflower contract for speech language pathologist services. Board member Igeleke challenged the cost of the contract and stated that the average salary was lower than the rate quoted in the contract. Andrea and Board Member Nick Sarisahin explained that the hourly rate stated in the contract was average for a contracted provider and this can be a hard to fill service.

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

Roll Call

C. Igeleke Aye
D. Horn Aye
T. Allison Aye
N. Sarisahin Aye

G. Executive Director's Report

Andrea Moore provided a very positive report that described the work preparing for the upcoming school year. She discussed the enrollment figures, the number of students who qualify for special education and the delivery of curriculum and furniture for the new classrooms. Board Member Igeleke asked about turnover and was informed that all of the teachers from last year were staying on.

IV. Closing Items

A. Upcoming Meeting Date

The next regular board meeting is scheduled for August 23rd but the board discussed their availability for a special meeting and concluded everyone was available on Thursday the 28th at 5 pm.

B. Public Comment

There was no public comment.

C. Board Member Comments

Board Member Dan Horn asked about the impact of continuing to enroll students up to the maximum, and asked if the board could see the breakdown of the impact of special education numbers and requirements in the budget at a future meeting.

D. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:20 PM.

Respectfully Submitted,
D. Horn

Coversheet

Approve the Accounts Receivable Sale

Section: III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION

Item: A. Approve the Accounts Receivable Sale

Purpose: Vote

Submitted by:

Related Material:

Factoring Agreement TEACH Las Vegas 8-1-22 8878942-v5.docx

TEACH Las Vegas Bridge DACA 07-19-22.DOCX

Security Agreement TEACH Las Vegas 8-1-22.DOCX

Teach Las Vegas Rent Roll.pdf

FACTORING AGREEMENT

THIS FACTORING AGREEMENT (“Agreement”) is made and executed this August 1, 2022 (the “**Effective Date**”) by and between TEACH Las Vegas, a Nevada nonprofit public benefit corporation (“**Seller**”) and **CHARTER ASSET MANAGEMENT FUND, L.P.**, a Delaware limited partnership (“**CAM**”).

RECITALS

A. CAM is in the business of factoring accounts and purchasing same, and Seller has requested that CAM purchase the Accounts set forth on Schedule 1 (the “**Accounts**”), pursuant to the terms of this Agreement.

B. CAM has agreed to purchase the Accounts subject to the terms and conditions of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **PURCHASE OF ACCOUNT.**

1.1 Appointment as Factor. Seller hereby appoints CAM to act as its sole and exclusive factor with respect to the Accounts. Seller hereby agrees to assign and sell and does hereby irrevocably sell and assign to CAM, and CAM hereby agrees to purchase the Accounts. For all purposes hereof, the term “Accounts” shall mean and include all amounts due pursuant to the Accounts, and all other forms of obligations owing to Seller arising from or out of the Accounts and all proceeds thereof.

1.2 Written Notice of Purchase and Assignment. Seller acknowledges that CAM shall have the right to notify the applicable account debtor of CAM’s rights with respect to the Accounts and direct account debtors to make payments of Accounts directly to CAM.

2. **PURCHASE PRICE; OTHER OBLIGATIONS.**

2.1 Calculation of Purchase Price. The purchase price (“**Purchase Price**”) which is the amount funded as set forth on Schedule 1 is calculated as set forth on Schedule 1. The Purchase Price shall mean for the purposes of this Agreement with respect to an Account, the gross face value of the Account as set forth on Schedule 1 (the “**Face Value**”) minus the Administrative Fees as set forth on Schedule 1 minus the Discount Rate as set forth on Schedule 1. Seller acknowledges that the Purchase Price of each Account reflects its fair value. CAM shall fund to Seller the Purchase Price upon compliance by Seller with each of the terms and conditions of this Agreement.

2.2 Conditions Precedent for Payment of the Purchase Price. CAM shall have no obligation to pay the Purchase Price to Seller until each of the following obligations has been satisfied:

- (a) this Agreement has been fully executed and delivered by Seller;
- (b) the Security Agreement referenced in Section 5.1 hereof, and the security interest granted in the collateral therein, shall be in full force and effect;

(c) Seller has delivered to CAM an appropriate resolution adopted by the Seller's board of directors or governors, substantially in the form attached hereto as Exhibit A, authorizing the execution, delivery and performance of this Agreement and sale of the Accounts;

(d) Seller shall have executed and delivered to CAM the Irrevocable Assignment of Accounts in the form attached hereto as Exhibit B;

(e) Seller shall have executed and delivered to CAM the Irrevocable Funds Distribution Authorization in the form attached hereto as Exhibit C;

(f) Seller shall have executed and delivered to CAM the Authorization for Direct Payment via ACH attached hereto as Exhibit D;

(g) Seller shall have delivered to CAM copies of all of its organizational documents and a Certificate of Good Standing from the state of its organization and if necessary, a copy of its license or licenses required to conduct its business in the state where said business is being conducted.

2.3 Method of Payment of the Accounts.

(a) Seller and CAM agree that payments may be made to CAM in connection with the Face Value of the Accounts in the following manners:

(i) Payment of the Face Value of the Accounts may be made directly to CAM by the account debtor on the Account by ACH payment or wire transfer or by mail; or

(ii) subject to CAM's consent, payment of the Face Value of any Account may be made by the account debtor to Seller, and Seller acknowledges that said payment is being made for the benefit of CAM and Seller shall hold said funds as trustee for the benefit of CAM and deliver same within three (3) calendar days of receipt of said payment and shall have no rights with respect to said funds. In the event Seller, subject to CAM's consent, elects to provide for payment to CAM pursuant to this subprovision, the Seller agrees within three (3) months of the date of this Agreement to enter into a Deposit Account Control Agreement with CAM and Seller's bank in form and content acceptable to CAM (the "DACA"). Failure of Seller to enter into the DACA as aforesaid may result in a termination of this Agreement by CAM after five (5) days' notice to Seller. Until the DACA is in effect, Seller shall comply with the terms and conditions of this Agreement including this subprovision.

(iii) If payment of the Face Value of any Account is to be made by the account debtor to Seller in person via check or other similar instrument, Seller shall retrieve such payment from the account debtor, take such actions as required (via endorsement or otherwise) such that the payment can be deposited by CAM into its account, and, at CAM's election, either (A) deliver such payment to CAM's representative in person within three business days after Seller's receipt; or (B) deliver such payment by other means pursuant to CAM's instructions within three business days after Seller's receipt. Seller shall retrieve payment in person within three business days of being instructed to do so by CAM.

(b) Seller acknowledges that CAM is the owner of the Accounts and is fully entitled to all payments due with respect to the Accounts. Seller agrees that if there are procedures in place to allow account debtors or other third party to pay amounts due on the Accounts directly to CAM, Seller shall authorize such direct payment. In the event where there are no procedures already in place, Seller will authorize CAM to implement a new set of procedures to allow account debtors or other third party to pay amounts due on the Accounts directly to CAM. Seller must cooperate with CAM fully in order to facilitate the implementation of the procedures. In the event that CAM receives payment on an Account directly

from the account debtor on the Account, or indirectly from any other third party, or in any other manner, CAM agrees that after deducting the amount equal to the sum of the Face Value plus all advances, interest and other amounts due to CAM under the terms of this Agreement, if any, it shall remit to Seller within a reasonable amount of time any excess of such amount, if any.

(c) Seller hereby authorizes CAM to pay to Red Hook Rancho LLC, a Delaware limited liability company (“**Lessor**”), commencing September 1, 2022 and continuing on the first day of each subsequent month thereafter until this Agreement is terminated in accordance with Section 8 hereof, the “Base Rent” amount referenced on the attached Exhibit A then due from Seller to Lessor (collectively, “**Lease Payments**”) under the terms and provisions of that certain Lease Agreement dated as of April 8, 2021 by and between Lessor and Seller (as amended, restated, supplemented or otherwise modified from time to time, the “**Lease Agreement**”) but solely to the extent CAM received the Face Amounts of the Accounts sufficient to pay such Lease Payments as and when due. Notwithstanding anything in this Agreement (whether express or implied) to the contrary, Seller hereby agrees that (i) Seller continues to be obligated to Lessor for all such Lease Payments pursuant to the terms and provisions of the Lease Agreement, (ii) CAM shall have no liability to Lessor or Seller for computation or verification of the Lease Payments nor the actual use of proceeds of the Accounts, and (ii) CAM shall not be deemed to be a third party beneficiary of any relationship between Seller and Lessor, and Seller hereby expressly waives and relinquishes Seller’s rights to claim otherwise.

2.4 Failure of Account Debtor to Make Payment. In the Event that Seller or any account debtor of any of the Accounts fails to make a timely payment to CAM as described in Section 2.3, the outstanding amount owed to CAM shall accrue interest until paid at a rate equal to the lesser of 29.99% or the maximum non-usurious rate of interest as it effects from time to time which may be charged by CAM under applicable law. (the “**Penalty Rate**”).Administration Fee. In consideration of CAM’s purchase of the Accounts, Seller agrees to pay the Administrative Fee (the “**Administrative Fee**”) equal to the amount as set forth on Schedule 1 for each purchased Account. Payment of the Administrative Fee shall be due and payable by Seller upon CAM’s purchase of the applicable Account.**REPRESENTATIONS AND WARRANTIES AND COVENANTS.** To induce CAM to purchase the Accounts from Seller with full knowledge that the truth and accuracy of the following are being relied upon by CAM in the purchase of the Accounts and payments of the Purchase Price, Seller represents, warrants and covenants to CAM and agrees that:

(a) Seller (i) is a nonprofit public benefit corporation duly organized and validly existing under the laws of the State of Nevada, and qualified to operate in all jurisdictions where required; and (ii) has the requisite capacity and authority to execute and deliver this Agreement and the other agreements contemplated hereunder, to consummate the transactions contemplated hereby and thereby, and to perform its obligations hereunder and thereunder;

(b) this Agreement and all other agreements contemplate hereunder have been duly executed, and delivered by Seller and are valid and legally binding obligation of Seller, enforceable against Seller in accordance with their terms;

(c) neither the entering into of this Agreement nor the sale of the Accounts nor the performance by the Seller of any of its other obligations under this Agreement and the other agreements contemplated hereunder will contravene, breach or result in any default under the incorporation or other organizational documents of the Seller or in any material respect of any term or condition under any mortgage, lease, agreement, license, permit, statute, regulation, order, judgement, decree or law to which the Seller is a party or by which the Seller may be bound;

(d) Seller is the sole and absolute owner of each Account and has the full legal right to make said sale, assignment and transfer thereof hereunder;

(e) the Face Value on each Account is as set forth on Schedule 1 and such amounts are not in dispute;

(f) the payment of each Account is not contingent upon the fulfillment of any obligation or condition, past or future, and any and all obligations required of Seller with regard to such Account have been fulfilled by Seller;

(g) there are no defenses, offsets, recoupments or counterclaims with respect to any of the Accounts and no agreement has been made under which any account debtor with respect any of the Accounts, may claim any recoupment, deduction or discount;

(h) upon purchase, Seller will convey to CAM good and marketable title to each Account free and clear of all liens and encumbrances which shall thereafter be the sole and exclusive property of CAM;

(i) none of the account debtors with respect to any of the Accounts is insolvent as that term is defined in the United States Bankruptcy Code;

(j) all Accounts now existing or hereafter arising shall comply with each and every one of the representations, warranties, covenants and agreements referred to in this paragraph and as otherwise supplemented pursuant to this Agreement;

(k) no Account is evidenced by a note or other instrument;

(l) Seller will not, during the term of this Agreement, sell, transfer, pledge a security interest or hypothecate any of its Accounts to any party other than CAM. Seller agrees to reimburse CAM for actual out-of-pocket costs related to credit reports and UCC filings and searches incurred by CAM (and its agents, representatives and counsel) in connection with this Agreement;

(m) Seller is solvent and the execution and performance under this Agreement has been duly authorized by all necessary corporate action and is not in contravention of any of Seller's governing documents or any agreement by which Seller is bound under applicable law;

(n) Each Account purchased by CAM shall be the property of CAM and shall be collected by CAM pursuant to the terms of this Agreement but, as indicated herein, if for any reason payment of an Account should be paid to Seller, Seller shall promptly notify CAM of such payment, shall hold any check, drafts, or monies so received in trust for the benefit of CAM and shall promptly endorse, transfer and deliver the same to CAM as provided in Section 2.3 (a)(ii);

(o) Seller's place of business is the one set forth at the beginning of this Agreement and is the place where records concerning all Accounts are kept by Seller;

(p) Seller will not change the state of its registration or formation or its corporate or legal name or the place where the records concerning all accounts are kept or add an additional such place, in each case without CAM's prior written consent;

(q) There are no judgments outstanding affecting Seller or any of its property and there are no suits, proceedings, claims, demands or government investigations now pending or threatened against Seller or any of its property;

(r) As of the Effective Date, Seller is not in default or breach, nor shall any event shall have occurred or failed to occur which with the passage of time or service of notice constitute a default or breach, under any loan agreement, indenture, mortgage or other material agreement to which Seller is a party and

(s) Seller is not in violation of any law, ordinance, rule, order, regulation or other requirement of any governmental entity (whether federal, state or local) or any agency or instrumentality thereof.

4. **ASSUMPTION OF RISK.** Subject to compliance by Seller with the terms of this Agreement, CAM hereby assumes full risk of non-payment with respect to any of the Accounts and Seller shall have no liability for payment of any of the Accounts.

5. **SECURITY INTEREST.**

5.1 Grant of Security Interest. Seller has executed that certain Security Agreement August 1, 2022 (the "Security Agreement"), in favor of CAM as secured party pursuant to the terms of which Seller grants to CAM a continuing security interest and general lien upon all of the Collateral (as defined in the Security Agreement) in order to secure payment of the Secured Obligations (as defined in the Security Agreement).

5.2 Cooperation. Seller agrees to execute such further instruments and financing statements as may be required by any law in connection with the transactions contemplated hereby and to cooperate with CAM in filing or recording any renewals thereof, and Seller hereby authorizes CAM (and appoints any person whom CAM designates as its attorney) to sign Seller's name on any such instrument and further authorizes CAM to file financing statements describing the Collateral in such manner as CAM may determine.

6. **INDEMNITIES.**

6.1 Indemnification. Seller hereby indemnifies and holds CAM and its affiliates, and their respective employees, attorneys and agents (each, an "**Indemnified Person**") harmless from and against any and all suits, actions, proceedings, claims, damages, losses, liabilities and expenses of any kind or nature whatsoever (including attorneys' fees and disbursements and other costs of investigation or defense, including those incurred upon any appeal) which may be instituted or asserted against or incurred by any such Indemnified Person as the result of any financial accommodation having been extended, suspended or terminated under this Agreement or any Other Agreement or with respect to the execution, delivery, enforcement, performance and administration of, or in any other way arising out of or relating to, this Agreement or any Other Agreement, and any actions or failures to act with respect to any of the foregoing, except to the extent that any such indemnified liability is finally determined by a court of competent jurisdiction to have resulted solely from such Indemnified Person's gross negligence or willful misconduct. **NO INDEMNIFIED PERSON SHALL BE RESPONSIBLE OR LIABLE TO SELLER OR TO ANY OTHER PARTY FOR INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHICH MAY BE ALLEGED AS A RESULT OF ANY FINANCIAL ACCOMMODATION HAVING BEEN EXTENDED, SUSPENDED OR TERMINATED UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT OR AS A RESULT OF ANY OTHER TRANSACTION CONTEMPLATED HEREUNDER OR THEREUNDER.**

6.2 Taxes. If any tax by any governmental authority (other than income and franchise taxes) is or may be imposed on or as a result of any transaction between Seller and CAM, or in respect to services or sales (or any merchandise affected by such sales), which CAM is or may be required to withhold or pay,

Seller agrees to indemnify and hold CAM harmless in respect of such taxes, and Seller will repay CAM the amount of any such taxes.

6.3 Review of Seller's Bank Accounts. Seller agrees to take all action necessary, including disclosure of passwords or PINs, the addition of joint access signers, or other appropriate methods to allow CAM to view its bank accounts through the Internet or other applicable procedure.

7. **EVENT OF DEFAULT.**

7.1 Default. The occurrence of any of the following acts or events shall constitute an Event of Default (each a "Event of Default") under this Agreement:

- (a) Seller's material breach of any representation, warranty or covenant contained in this Agreement;
- (b) Seller's failure to make timely payment of any amounts due under this Agreement;
- (c) Seller becomes insolvent or unable to meet its debts as they mature;
- (d) Seller delivers to CAM a representation, warranty, certification or other statement that is false in any material respect when made;
- (e) Any bankruptcy proceeding, insolvency arrangement or similar proceeding is commenced by or against Seller;
- (f) Seller suspends or discontinues its regular operations for any reason;
- (g) A receiver or trustee of any kind is appointed for Seller or any of Seller's property;
- (h) Seller does not, in good faith, take all necessary steps to implement the manners of payment as provided in this Agreement;
- (i) A notice of lien, money judgment, levy, assignment, seizure, writ or warrant of attachment is entered or filed against Seller with respect to the Accounts or any Collateral (as said term is defined in the Security Agreement).
- (j) Seller's material breach of any representation, warranty or covenant contained in the Security Agreement.
- (k) Seller fails to open the School.
- (l) Borrower's negative Enrollment Variation measured as of the last day of any calendar month in excess of five percent (5%) based on the Enrollment Variation measured as of the last day of the immediately preceding calendar month. For purposes hereof, "Enrollment Variation" means, as of any determination date, means the percentage change in enrollment determined as follows: (a)(i) the current months enrollment, less (ii) the average daily attendance of the last full semester, divided by, (b) the average daily attendance of the last full semester.

7.2 Remedies. After the occurrence of any Event of Default, CAM shall have immediate access to any and all books and records as may pertain to the Accounts or any of the Collateral (as defined in the Security Agreement). With respect to such Collateral, CAM shall have all rights and remedies of a secured party under the Security Agreement and Article 9 of the Uniform Commercial Code. Notwithstanding

anything to the contrary herein, after the occurrence of any Event of Default, CAM shall have the right (but not the obligation) to collect all Accounts directly from account debtors.

8. **TERMINATION.** The term of this Agreement shall begin as of the Effective Date and continue until terminated in accordance with this Section. Either Party may terminate this Agreement upon thirty (30) days' prior written notice to the other Party. In addition, CAM may in its sole discretion terminate this Agreement effective immediately without prior notice upon the occurrence of an Event of Default. Upon termination of this Agreement, any amounts due from Seller to CAM will mature and become immediately due and payable. Notwithstanding the foregoing, no termination of this Agreement shall terminate or extinguish any obligation of a Party arising or occurring prior to such termination and all of CAM's rights, liens and security interests granted pursuant to the Security Agreement shall continue and remain in full force and effect after any termination of this Agreement. In addition, Seller agrees that it shall continue to remit to CAM all collections on Accounts received directly by it (if applicable) until all payments owed with respect to each Account have been paid in full.

9. **FUTURE AGREEMENTS.** Seller acknowledges that CAM may from time to time agree to purchase additional Accounts from Seller which shall be evidenced by additional Factoring Agreements.

10. **CONFIDENTIALITY.** Seller hereby agrees to maintain the confidentiality of this Agreement, any prior agreements regarding the purchase of its Accounts ("**Prior Agreements**") or any future agreements pertaining to the purchase of its Accounts ("**Future Agreements**") and agrees that this Agreement, Prior Agreements or Future Agreements cannot be duplicated or distributed to any third party without CAM's express written permission except as required by law. Seller further agrees to take reasonable measures to protect and maintain the security and confidentiality of information set forth in this Agreement, any Prior Agreements or Future Agreements.

11. **TRUE SALE OF ACCOUNTS.** Seller and CAM agree and acknowledge that the intention of the parties with respect to the Accounts is to accomplish a true sale of the Accounts as provided for in this Agreement. If for any reason, it is determined by a court of competent jurisdiction, that this Agreement does not provide a true sale of the Accounts, but constitutes a loan secured by the Accounts, then the Accounts shall be deemed to have been pledged to CAM pursuant to the Security Agreement.

12. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement and understanding between Seller and CAM with respect to the sale of the Accounts provided for herein and supersedes all prior written and oral agreements, discussions or representations between Seller and CAM concerning the Accounts purchased by CAM pursuant to this Agreement. Notwithstanding the foregoing, the sale of the Accounts under this Agreement is also subject to the terms and conditions of the Security Agreement as referenced in Section 5.1. No modification or amendment to this Agreement or any waiver of any rights under this Agreement will be effective unless in a writing signed by Seller and CAM.

13. **MISCELLANEOUS.**

13.1 No Pledge of Credit. Seller shall not be entitled to pledge CAM's credit for any purpose whatsoever.

13.2 Waivers. Seller waives presentment and protest of any instruments and all notices thereof, notice of default and all other notices to which it might otherwise be entitled. Seller shall maintain, at its expense, proper books of account.

13.3 No Pledge or Sale of Accounts. During the term of this Agreement, Seller shall not sell or assign, negotiate, pledge or grant any security interest in the Accounts to anyone other than CAM.

13.4 Governing Law and Venue. This Agreement is executed and delivered in the State of California and shall be governed by California law without giving effect to its conflict of laws of principles. Seller further agrees that any legal action or proceeding with respect to any of its obligations under this Agreement may be brought by CAM in any state or federal court located in Santa Clara County, California. Any claim or controversy asserted by Seller against CAM shall only be litigated in the State or Federal Courts located in Santa Clara County, California. By the execution and delivery of this Agreement, Seller submits to and accepts for itself and in respect of its property generally and unconditionally the non-exclusive jurisdiction of those courts. Seller waives any claims that Santa Clara County, California is not a convenient forum or the proper venue for any such suit, action or proceeding.

13.5 Waiver of Service of Process. Each of the parties to this Agreement hereby waives personal service of any summons or complaint or other process or papers to be issued in any action or proceeding involving any such controversy and hereby agrees that service of such summons or complaint or process may be made by certified mail to the other party at the address appearing herein; failure on the part of either party to appear or answer within thirty (30) days after such mailing of such summons, complaint or process shall constitute a default entitling the other party to enter a judgment or order as demanded or prayed for therein to the extent that said Court or duly authorized officer thereof may authorize or permit.

13.6 Waiver of Jury Trial. TO THE EXTENT ALLOWED BY APPLICABLE LAW, CAM AND SELLER DO HEREBY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND ARISING ON, OUT OF, BY REASON OF, OR RELATING IN ANY WAY TO THIS AGREEMENT OR THE INTERPRETATION OR ENFORCEMENT THEREOF OR TO ANY TRANSACTIONS THEREUNDER. IN THE EVENT CAM COMMENCES ANY ACTION OR PROCEEDING AGAINST SELLER, SELLER WILL NOT ASSERT ANY OFFSET OR COUNTERCLAIM, OF WHATEVER NATURE OR DESCRIPTION, IN ANY SUCH ACTION OR PROCEEDING.

13.7 No Waiver of Rights. No failure or delay by CAM in exercising any of its powers or rights hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power or right preclude other or further exercise thereof or the exercise of any other right or power. CAM's rights, remedies and benefits hereunder are cumulative and not exclusive of any other rights, remedies or benefits which CAM may have. This Agreement may only be modified in writing and no waiver by CAM will be effective unless in writing and then only to the extent specifically stated.

13.8 Notices. All notices and other communications by either party hereto shall be in writing and shall be sent to the other party at the address specified herein.

13.9 Assignment. CAM shall have the right to assign this Agreement, and all of CAM's rights hereunder shall inure to the benefit of CAM's successors and assigns, and this Agreement shall inure to the benefit of and shall bind CAM's respective successors and assigns. Seller may not assign or transfer any of its rights or obligations hereunder without the prior written consent of CAM (and any attempted assignment or transfer by Seller without such consent shall be null and void).

13.10 Counterparts; Effectiveness. This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement. This Agreement shall be deemed to have been executed and delivered when CAM has received counterparts hereof executed by all parties listed on the signature pages hereto. Facsimile, pdf, or other forms of electronic image versions of signatures hereto shall be deemed original signatures, which may be relied upon by each party hereto and shall be binding on the respective party.

13.11 Attorney Fees. In the event that any suit or action is instituted under or in relation to this Agreement, including without limitation to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

13.12 Waiver of Sovereign Immunity. To the extent permitted by applicable law, Seller hereby waives any claim or defense of sovereign immunity as to all tort and contract claims arising under this Agreement.

13.13 Interpretation. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under any such law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement. As used in this Agreement, the singular shall include the plural, and masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires. The headings of sections and paragraphs in this Agreement are for convenience only and shall not be construed to limit or define the content, scope or intent of the provisions hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SELLER
TEACH Las Vegas

By: _____
Name: Trishawn Allison
Title: Chairperson, Board of Directors

Address for Notices:
4660 N. Rancho Drive, Las Vegas, NV 89130

CHARTER ASSET MANAGEMENT FUND,
L.P.

By: Charter Asset Management GP LLC.,
A Delaware limited liability company
Its: General Partner

By: _____
Name: Paul Im
Title: Managing Member

Address for Notices:
633 W. 5th Street, 26th Floor
Los Angeles, CA 90071

By: _____
Name: David Park
Title: Managing Member

Address for Notices:
633 W. 5th Street, 26th Floor
Los Angeles, CA 90071

Schedule 1**Accounts****Installment 1 - \$110,000 - August 1, 2022**

Account Authority / Payor	Account Receivable	Amount Purchased	Admin Fee	Discount %	Discount	Amount Funded
Nevada Department of Education	FY 22-23 State Aid Distributive School Account (DSA) Sep PMT. District Code# ??, School Code# 112100	\$55,000.00	-	2.79%	\$1,534.50	-\$53,465.50
Nevada Department of Education	FY 22-23 State Aid Distributive School Account (DSA) Oct PMT. District Code# ??, School Code# 112100	\$58,945.37	-	4.09%	\$2,410.87	-\$56,534.50
Total		\$113,945.37	-		\$3,945.37	-\$110,000.00

Installment 2 - \$110,000 - September 1, 2022

Account Authority / Payor	Account Receivable	Amount Purchased	Admin Fee	Discount %	Discount	Amount Funded
Nevada Department of Education	FY 22-23 State Aid Distributive School Account (DSA) Nov PMT. District Code# ??, School Code# 112100	\$20,000.00	-	3.99%	\$798.00	-\$19,202.00
Nevada Department of Education	FY 22-23 State Aid Distributive School Account (DSA) Jan PMT. District Code# ??, School Code# 112100	\$97,099.78	-	6.49%	\$6,301.78	-\$90,798.00
Total		\$117,099.78	-		\$7,099.78	-\$110,000.00

Installment 3 - \$250,000 - February 1, 2023

Account Authority / Payor	Account Receivable	Amount Purchased	Admin Fee	Discount %	Discount	Amount Funded
Nevada Department of Education	FY 22-23 State Aid Distributive School Account (DSA) Mar PMT. District Code# ??, School Code# 112100	\$85,000.00	-	2.79%	\$2,371.50	-\$82,628.50
Nevada Department of Education	FY 22-23 State Aid Distributive School Account (DSA) Apr PMT. District Code# ??, School Code# 112100	\$35,000.00	-	4.09%	\$1,431.50	-\$33,568.50
Nevada Department of Education	FY 22-23 State Aid Distributive School Account (DSA) May PMT. District Code# ??, School Code# 112100	\$141,425.85	-	5.39%	\$7,622.85	-\$133,803.00
Total		\$261,425.85	-		\$11,425.85	-\$250,000.00

EXHIBIT A

**CHARTER SCHOOL BOARD RESOLUTION OF THE BOARD OF DIRECTORS OF
TEACH Las Vegas**

The Board of Directors (“Board”) of TEACH Las Vegas (the “Charter School”), Pursuant to applicable law and the Charter School’s governing documents, hereby adopt the following recitals and resolutions by majority vote at a public meeting, effective as of the effective date of the Factoring Agreement (as defined herein):

1. Approval of Factoring Agreement and Sale of Receivables.

WHEREAS, the Board has reviewed the Factoring Agreement entered into by and among Charter Asset Management Fund, L.P. (“CAM”) and the Charter School (such agreement, the “Factoring Agreement”) and has had an adequate opportunity to ask questions regarding, and investigate the nature of, the Factoring Agreement;

WHEREAS, after careful consideration, the Board has determined that the terms and conditions of Factoring Agreement are just and equitable and fair as to the Charter School and that it is in the best interest of the Charter School to enter into the Factoring Agreement;

WHEREAS, the Board deems it to be in the best interest of the Charter School to cause the Charter School to sell and assign certain of its receivables to CAM as provided in the Factoring Agreement; and

NOW, THEREFORE, BE IT RESOLVED, that the Factoring Agreement is hereby approved;

RESOLVED FURTHER, that the Charter School may sell and assign certain of its receivables to CAM as provided in the Factoring Agreement;

RESOLVED FURTHER, that the officers and managers of the Charter School are hereby authorized and directed to cause the Charter School to enter into the Factoring Agreement and to execute all other documents necessary to effect the Factoring Agreement, and to take all actions necessary and appropriate to perform the Charter School’s obligations thereunder;

2. Enabling Power.

RESOLVED, that the officers and managers of the Charter School be, and each of them hereby is, authorized, directed and empowered to execute any applications, certificates, agreements or any other instruments or documents or amendments or supplements to such documents, or to do, or cause to be done, any and all other acts and things as such officers and managers, and each of them may, in their discretion, deem necessary or advisable and appropriate to carry out the purposes of the foregoing resolutions.

3. Authorization to Certify Resolution.

RESOLVED, that the Chairperson, Board of Directors and are hereby authorized to certify this resolution.

This written consent may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same written consent.

IN WITNESS WHEREOF, the Board of Directors has adopted the above resolution.

By: _____
Trishawn Allison
Chairperson, Board of Directors

By: _____

EXHIBIT B

IRREVOCABLE ASSIGNMENT OF ACCOUNTS

Pursuant to this assignment (“Assignment”), for value received and services performed by Charter Asset Management Fund, L.P., a Delaware limited partnership (“CAM”), TEACH Las Vegas (“Charter School”) DBA hereby irrevocably assigns, transfers and sets over to CAM the sole right to collect from the Nevada Achievement School District (“Payor”) the net proceeds of the Accounts (as defined herein) from the Payor, when such payments become due and payable to Charter School. The term “Accounts” shall mean all Accounts described in Schedule 1 of that certain Factoring Agreement dated as of August 1, 2022 between CAM and the Charter School (the “Factoring Agreement”).

Recitals

WHEREAS, under applicable law, the Charter School has the power to sell and assign its assets;

WHEREAS, the Charter School is entitled to receive state payments or other amounts to which the Charter School is entitled to receive from the Payor under applicable law (collectively, the “Payments”);

WHEREAS, the Charter School hereby warrants and represents to the Payor and CAM that (i) the Charter School is duly authorized under the laws of the State of Nevada (the “State”) to enter into the transactions contemplated hereby and to sell and assign the Accounts and other assets in furtherance of its educational purposes; (ii) all action on the Charter School’s part necessary for the consummation of the transaction contemplated hereby and the sale and assignment of the Accounts have been duly taken; (iii) this Assignment is valid and enforceable in accordance with its terms, except as enforceability may be limited by general equitable principles and by bankruptcy, insolvency or other similar laws affecting creditors’ rights generally; (iv) the Charter School has not heretofore conveyed, assigned, pledged, granted a security interest in or other disposal of the Accounts as has been satisfied by the Charter School and released; and (v) assuming receipt of the consents required herein, the execution, delivery and performance of this Assignment is not a contravention of law or any agreement, instrument, indenture or other undertaking to which the Charter School is a party or by which the Charter School is bound.

WHEREAS, except with respect to the Assignment below, the Charter School further warrants and represents to the Payor and CAM that the Factoring Agreement and all related documents do not provide for recourse of any kind against the Payor. The Charter School understands that the Payor does not make any representations concerning the financial condition of the Charter School or guarantee the continuous payment of Payments to the Charter School.

WHEREAS, the Charter School acknowledges and agrees that CAM is an intended third-party beneficiary of the Assignment contained herein.

Assignment

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is hereby agreed and acknowledged that:

(i) this Assignment is made by Charter School as consideration for CAM to enter into the Factoring Agreement executed on the Effective Date.

(ii) School may not revoke this Assignment;

(iii) the Payor is hereby authorized and directed to release and pay the Payments to CAM when and in same the manner that such Payments were to be paid to Charter School; and

(iv) the Payor shall make Payments to CAM with respect to the Accounts by wire pursuant to the wiring instructions provided by CAM.

[Signature page follows]

IN WITNESS WHEREOF, this Assignment is effective as of August 1, 2022.

TEACH Las Vegas DBA

By: _____
Trishawn Allison
Chairperson, Board of Directors

Acknowledged by:

CHARTER ASSET MANAGEMENT FUND, L.P.

By: Charter Asset Management GP, LLC,
A Delaware limited liability company
Its: General Partner

By: _____
Name: Paul Im
Title: Managing Member

By: _____
Name: David Park
Title: Managing Member

Address for Notices:
633 W. 5th Street, 26th Floor
Los Angeles, CA 90071

WIRE / ACH INSTRUCTIONS

Please remit all ACH / wire payments to the following:

Bank / Institution: Hanmi Bank
Account: Charter Asset Management Fund, L.P.
Account Number: 550104624
Wiring/Routing Number: 122039399

CHECK DELIVERY INSTRUCTIONS

Please overnight mail all checks to the following address:

Charter Asset Management
ATTN: Paul Im / Jonathan Yeh
633 W. 5th Street, 26th Floor,
Los Angeles, CA 90071

Checks made out to Charter School is acceptable to CAM pursuant to the Factoring Agreement and Irrevocable Funds Distribution Authorization.

EXHIBIT C

IRREVOCABLE FUNDS DISTRIBUTION AUTHORIZATION

Effective Date: August 1, 2022

The undersigned, TEACH Las Vegas (the “**Charter School**”), hereby irrevocably authorizes Nevada Achievement School District, (the “**Payor**”) to distribute directly to Charter Asset Management Fund L.P., a Delaware limited partnership (“**CAM**”), all amounts due from the Payor to the Charter School directly to CAM, whether by (1) mail, (2) ACH, or (3) wire transfer pursuant to the Electronic Funds Transfer Act as directed by CAM. The Charter School agrees to deliver to the Payor an Irrevocable Assignment of Accounts in the form attached as Exhibit A or such other documents required by the Payor to authorize the direct funds distribution to CAM. The Charter School shall assist CAM with respect to any documents required by Payor to allow Payor to make funds distributions directly to CAM. Payor may rely on this authorization in making direct funds distributions to CAM.

TEACH Las Vegas

By: _____
Trishawn Allison
Chairperson, Board of Directors

EXHIBIT D

**AUTHORIZATION FOR DIRECT PAYMENT VIA ACH
(ACH DEBIT)**

Direct Payment via ACH is the transfer of funds from the TEACH Las Vegas (“Charter School”)’s account for the purpose of making payments for receivables due to Charter Asset Management Fund, L.P.

As board director and/or officer of Charter School and signer on all factoring and security agreements between Charter School and Charter Asset Management Fund, L.P., I authorize Charter Asset Management Fund, L.P. to electronically debit the account of Charter School as follows:

Bank / Institution: Bank of Nevada
Account: TEACH Las Vegas
Account Number: 8949408545
Routing Number: 122401778
School Address: 4660 N. Rancho Drive, Las Vegas, NV 89130

I understand that the amount and frequency of debits are pursuant to all executed factoring agreements executed between Charter School and Charter Asset Management Fund, L.P. for the 2020-2021 fiscal year.

I understand that this authorization will remain in full force and effect until all financial obligations of Charter School to Charter Asset Management Fund, L.P. are fulfilled pursuant to all executed agreements.

TEACH Las Vegas

Trishawn Allison
Chairperson, Board of Directors

DEPOSIT ACCOUNT CONTROL AGREEMENT

This Deposit Account Control Agreement (this “Agreement”) is entered into as of _____, 2022, among TEACH Las Vegas, a Nevada Nonprofit Corporation (“Company”), WESTERN ALLIANCE BANK, an Arizona corporation (“Deposit Bank”) and CHARTER ASSET MANAGEMENT FUND, L.P., a Delaware limited partnership (“Secured Party”).

RECITALS

A. Company is Deposit Bank’s customer with respect to one or more deposit accounts as such term is contemplated in the Arizona Uniform Commercial Code (“UCC”) and as specifically identified on Exhibit “A”, which is attached hereto and incorporated herein, and any funds and other property deposited therein (whether one or more, collectively the “Account”).

B. Company and Secured Party have entered into a Factoring Agreement pursuant to which Secured Party has purchased accounts receivable due to Company from the TEACH Las Vegas (the “Payor”).

C. Company has agreed to grant Secured Party a security interest in the deposit account numbered _____ in the name of TEACH Las Vegas maintained by Company with Deposit Bank and any renewals, replacements or rollovers thereof (regardless of the numbers of such account(s) or the office(s) at which such account(s) are maintained), all funds heretofore or hereafter deposited into such account(s), any proceeds thereof (including without limitation any interest earned thereon), and any general intangibles arising therefrom and related thereto (collectively, the “Deposit Account”).

D. In connection therewith, Company is requesting that Deposit Bank enter into this Agreement in order to perfect Secured Party’s security interest in the Deposit Account by control.

TERMS

1. Security Interest. Secured Party and Company each hereby acknowledge and represent that Secured Party has been granted a security interest in the Deposit Account by Company. Company and Secured Party acknowledge and agree that Deposit Bank has not received nor reviewed any documents executed in connection therewith (other than this Agreement), and shall not be responsible for any of the terms or provisions thereof.

2. Control of Deposit Account by Secured Party; Company’s Rights in Deposit Account.

(a) Notwithstanding any separate agreement Company may have with Deposit Bank, Secured Party shall be entitled, for purposes of this Agreement, at any time, to give Deposit Bank written instructions as to the withdrawal or disposition of funds from time to time credited to the Deposit Account (“Disposition Instructions”), or as to any other matters relating to the Deposit Account, all without further consent of Company, and Deposit Bank shall comply with such Disposition Instructions without further consent of Company,

provided Deposit Bank receives such Disposition Instructions and has had a reasonable opportunity to act on the Disposition Instructions, such Disposition Instructions shall continue to be valid until new Disposition Instructions are provided to Deposit Bank. Deposit Bank shall, and is fully entitled to, rely upon any such Disposition Instructions from Secured Party, and Company consents thereto, even if such Disposition Instructions are contrary to any instructions or demands that Company may give to Deposit Bank. Any disposition of funds or assets which Deposit Bank makes pursuant to this Agreement is subject to Deposit Bank's standard policies, procedures and documentation governing this type of disposition; provided, however, that in no circumstances will any disposition require Company consent.

(b) The Secured Party's power under this Agreement to give Deposit Bank Disposition Instructions as to the withdrawal or disposition of any funds from time to time credited to the Deposit Account, or as to any other matters relating to the Deposit Account, includes, without limitation, the power to give stop payment orders for any items being presented to the Deposit Account for payment. Company confirms that Deposit Bank should follow such instructions from Secured Party even if the result of following such instructions from Secured Party is that Deposit Bank dishonors items presented for payment from the Deposit Account. Secured Party and Company further confirm that Deposit Bank will have no liability to Company, Secured Party or any third party for the wrongful dishonor of such items in following such instructions from Secured Party, and Deposit Bank is specifically indemnified pursuant to Section 9 hereof in respect of liability.

(c) Unless and until Secured Party has given written Disposition Instructions to Deposit Bank as contemplated by this Agreement, Company shall be entitled to give any and all directions with respect to the withdrawal or disposition of funds from time to time credited to the Deposit Account, or as to any other matters relating to the Deposit Account, and Deposit Bank shall follow such Company directions.

3. Deposit Bank's Responsibility.

(a) Deposit Bank shall have no duty to inquire or determine whether Company's obligations to Secured Party are in default or whether Secured Party is entitled to give any Disposition Instructions relating to the Deposit Account. Deposit Bank shall have no responsibility or liability to Company or Secured Party for complying with any written order or instruction concerning the Deposit Account originated by the Secured Party, even if Company notifies Deposit Bank that Secured Party is not legally entitled to issue the instructions, unless the Deposit Bank takes the actions after it is served with an injunction, restraining order, or other legal process enjoining it from doing so, issued by a court of competent jurisdiction, and had a reasonable opportunity to act on the injunction, restraining order or other legal process.

(b) Disposition Instructions to Deposit Bank from Secured Party shall be given only in writing and directed to the Deposit Bank at the notice address set forth in Section 19, and shall not be effective until receipt thereof is acknowledged in writing by Deposit Bank to Secured Party. Deposit Bank hereby agrees to send such return notice to Secured

Party by facsimile (or similar means) as soon as commercially practicable after written Disposition Instructions from Secured Party.

(c) Deposit Bank may, with respect to any notice, instruction or other document delivered to the Deposit Bank, assume: (i) the genuineness and validity of the document; (ii) the validity of any statement contained in the document; (iii) the genuineness of any signature on the document; and (iv) the identity and authority of any person signing the document.

(d) If Deposit Bank receives Disposition Instructions from Secured Party indicating that Secured Party is taking exclusive control of the Deposit Account, Deposit Bank may retitle, or transfer the Deposit Account to new accounts with Deposit Bank, in the name of Secured Party, subject to Secured Party complying with any internal recordkeeping requirements of Deposit Bank in order to retitle or transfer the Deposit Account.

(e) The duties and obligations of Deposit Bank set forth in this Agreement shall be determined solely by the express provisions of this Agreement. Deposit Bank shall not be liable except for the performance of its duties and obligations as are specifically set forth herein. No implied covenants or obligations shall be read into this Agreement against Deposit Bank. Deposit Bank makes no express or implied representations or warranties with respect to its obligations under this Agreement, except for those expressly set forth herein.

4. Deposit Bank Fees. Company agrees to pay all of Deposit Bank's customary fees and charges for the maintenance and administration of the Deposit Account and for the treasury management and other account services provided with respect to the Deposit Account and any Lockboxes (collectively, "Bank Fees"), including, but not limited to, the fees for (a) balance reports provided on the Deposit Account, (b) funds transfer services received with respect to the Deposit Account, (c) Lockbox processing services, (d) Returned Items, (e) funds advanced to cover overdrafts in the Deposit Account (but without Deposit Bank being in any way obligated to make any such advances), and (f) duplicate bank statements. Bank Fees will be paid by Deposit Bank debiting the Deposit Account when the Bank Fees are due, without notice to Secured Party or Company. If there are not sufficient funds in the Deposit Account to fully cover the Bank Fees when Deposit Bank attempts to debit them from the Deposit Account, then such shortfall or the amount of such Bank Fees will be paid by Company to Deposit Bank, without setoff or counterclaim, immediately after demand from Deposit Bank. Secured Party agrees to pay any Bank Fees that accrue after Deposit Bank receives Disposition Instructions, which are not paid by Company within ten (10) days of demand on Company by Deposit Bank.

5. Priority of Secured Party's Security Interest; Rights Reserved by Deposit Bank. Deposit Bank agrees that all of its present and future rights against the Deposit Account are subordinate to Secured Party's security interest therein and agrees that it will not exercise or claim any security interest, lien, right of set-off, deduction, recoupment or banker's lien or any other interest in or against the Deposit Account, provided, however, that Secured Party agrees that nothing herein subordinates or waives, and that Deposit Bank expressly reserves, the right to offset and charge the Deposit Account for (i) the face amount of each item deposited to such Deposit

Account and returned unpaid, whether for insufficient funds or for any other reason, and without regard to the timeliness of return of any such item; (ii) any amount necessary to correct the stated amount of a deposit made to the Deposit Account after verification by Deposit Bank of the actual amount; (iii) overdrafts on such Deposit Account; (iv) automated clearing house entries credited to such Deposit Account; (v) claims of breach of the Uniform Commercial Code's transfer or presentment warranties made against Deposit Bank in connection with items deposited to such Deposit Account; and (vi) Deposit Bank's usual and customary charges, including, without limitation, any Bank Fees, for services rendered in connection with such Deposit Account (each of the items described in clauses (i) through (vi) of this paragraph are hereinafter collectively referred to as "Returned Items"). If there are not sufficient funds in the Deposit Account to fully cover the Returned Items when Deposit Bank attempts to debit them from the Deposit Account, then such shortfall or the amount of such Returned Items will be paid by Company to Deposit Bank, without setoff or counterclaim, immediately after demand from Deposit Bank. Secured Party agrees to pay any Returned Items that accrue after Deposit Bank receives Disposition Instructions, which are not paid by Company within ten (10) days of demand on Company by Deposit Bank. Deposit Bank agrees that, if Company or others affiliated with Company have outstanding obligations to Deposit Bank during the term of this Agreement (other than those of Company described in this Section), Deposit Bank shall have no right of setoff, banker's lien, chargeback or similar right with respect to the Deposit Account in connection with any such obligations.

6. Statements. In addition to the original deposit account statement for the Deposit Account that is provided to Company, Deposit Bank will send a duplicate statement, monthly, to Secured Party. Deposit Bank agrees to provide to Company (and Company agrees to provide Secured Party) during the term of this Agreement, to the extent available and to the extent the Deposit Bank has the operational ability to do so, on-line Internet access to account information regarding the Deposit Account including, but not limited to, account activity and current balances subject to Deposit Bank's standard rates, terms and agreements. Company hereby authorizes Deposit Bank to provide any additional information relating to the Deposit Account to Secured Party upon Secured Party's request without Company's further consent.

7. Notice of Adverse Claims; Record of Security Interest. Deposit Bank represents to Secured Party that it will not enter into any agreement with any other person, by which Deposit Bank is obligated to comply with instructions from such other person as to the disposition of funds from the Deposit Account or other dealings with the Deposit Account. Deposit Bank will use commercially reasonable efforts, subject to applicable law, to promptly notify Company and Secured Party if any other person claims that it has a property interest in the Deposit Account or seeks to enter into a deposit account control agreement or similar agreement with respect to the Deposit Account.

8. Deposit Account Renewal. Upon the maturity, if any, of the Deposit Account, and upon each subsequent maturity, if any, Deposit Bank may act upon the written instructions of Company only to the extent such instructions advise Deposit Bank on the term of renewal selected by Company, which term shall not be greater than the original term of the Deposit Account, and do not contradict any other written instruction to Deposit Bank from Company or Secured Party to the terms hereof.

9. Costs; Indemnity.

(a) Deposit Bank shall be responsible for the performance only of such duties as are specifically set forth herein, and no duty shall be implied from any provision hereof. Deposit Bank shall not be under any obligation or duty to perform any act that would involve it in expense or liability or to institute or defend any suit in respect hereof, or to advance any of its own monies.

(b) Company and Secured Party each indemnify Deposit Bank, its officers, directors, employees and agents against any claims, liabilities and expenses arising out of this Agreement (including all fees and costs incurred by Deposit Bank in complying with Disposition Instructions or requests given by Secured Party hereunder, and including reasonable attorneys' fees and disbursements and the reasonable estimate of the allocated costs and expenses of in-house legal counsel and staff), except to the extent the claims, liabilities or expenses are caused by Deposit Bank's gross negligence, willful misconduct or breach of this Agreement, each as determined by a court of competent jurisdiction in a final, non-appealable judgment.

10. Secured Party's Right to Perform Company's Obligations; No Liability of Secured Party. If Company fails to perform any of the covenants or obligations contained herein, Secured Party may itself perform, or cause performance of, such covenants or obligations, and the reasonable expenses of Secured Party incurred in connection therewith shall be payable by Company to Secured Party.

11. Termination; Survival. Secured Party may, upon at least five (5) days prior written notice, terminate this Agreement by written notice to the Deposit Bank. In its sole discretion Deposit Bank may terminate this Agreement on thirty (30) days prior written notice to Secured Party and Company. Company may not terminate this Agreement except with written consent of Secured Party and on thirty (30) days' prior written notice to Secured Party and Deposit Bank. Sections 3 ("Deposit Bank's Responsibility"), 4 ("Bank Fees"), 5 ("Priority of Secured Party's Security Interest; Rights Reserved by Deposit Bank"), and 9 ("Costs; Indemnity"), will survive termination of this Agreement.

12. Lockboxes. To the extent that any funds to be deposited to the Deposit Account have been received in one or more lockboxes maintained for the Company by Deposit Bank (each a "Lockbox") and have been or will be processed by Deposit Bank for deposit to the Deposit Account (the "Remittances"), Company acknowledges that Company, has granted to Secured Party a security interest in all Remittances. Company agrees that after Deposit Bank receives the Disposition Instructions, Company will not instruct Deposit Bank regarding the receipt, processing or deposit of Remittances nor will it attempt to change or redirect the items deposited in the Lockbox. Company and Secured Party acknowledge and agree that Deposit Bank's operation of each Lockbox, and the receipt, retrieval, processing and deposit of Remittances, will at all times be governed by the standard and customary documentation of Deposit Bank with respect to the establishment and maintenance of such Deposit Account.

13. Governing Law and Jurisdiction.

(a) This Agreement will be governed by the internal laws of the State of Arizona without regard to principles of conflict of laws.

(b) If at any time Deposit Bank receives conflicting claims to or demands regarding the Deposit Account or reasonably believes it may become subject to liability as a result of complying with this Agreement or any instructions from Secured Party, Deposit Bank may (i) freeze and hold all funds in the Deposit Account, and/or (ii) interplead all Deposit Account funds and deposits in an action commenced in court naming Company, Secured Party, and any competing claimants as defendants. In so doing, Deposit Bank will be released from all further liability under this Agreement and its costs and expenses relating to the interpleader action, including filing fees and reasonable attorney fees, shall be paid by Company.

(c) Action with respect to any dispute regarding this Agreement shall be brought in the state or federal courts of Maricopa County, Arizona, and all parties hereto agree to the jurisdiction of and venue in such courts.

14. Binding Effect. The terms of this Agreement shall become effective when it has been executed by Company, Secured Party and Deposit Bank, and thereafter shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted transferees.

15. Entire Agreement. This Agreement is the entire agreement among the parties regarding the subject matter hereof and supersedes any prior agreements and contemporaneous oral agreements of the parties concerning its subject matter (other than standard and customary documentation of Deposit Bank with respect to the establishment and maintenance of such Deposit Account). This Agreement will control over any conflicting agreement between Deposit Bank and Company.

16. Amendments. No amendment of, or waiver of a right under, this Agreement will be binding unless it is in writing and signed by Company, Secured Party and Deposit Bank.

17. Severability. To the extent a provision of this Agreement is unenforceable, this Agreement will be construed as if the unenforceable provision were omitted.

18. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of Deposit Bank, Secured Party and Company and their respective successors and permissible assigns.

19. Notices. Except as otherwise set forth herein, any notices to be given under this Agreement must be in writing and shall be (a) mailed by certified or registered mail, return receipt requested, or (b) sent via nationally recognized overnight courier (e.g. Federal Express), or (c) transmitted by facsimile or other electronic means, in each case to the parties at the following addresses or fax numbers:

If to Deposit Bank: Western Alliance Bank
 Attn: Specialty Support Services
 One East Washington Street, Suite 1400
 Phoenix, Arizona 85004
 Phone: 520.784.6062
 Email: supportservices@westernalliancebank.com

With a copy to: Attn: General Counsel, at same address
 Email: legaldepartment@westernalliancebank.com

If to Secured Party: Charter Asset Management Fund, L.P.
 Attn: Paul Im
 633 W. 5th Street, 26th Floor
 Los Angeles, CA 90071
 Phone: 213.335.6275
 Email: paul.im@charterassetmanagement.com

If to Company: TEACH Las Vegas
 Attn: Trishawn Allison
 4660 N. Rancho Drive
 Las Vegas, NV 89130
 Phone: (702) 483-7125
 Email: tallison@teachlv.org

Any party hereto may change its address and/or fax number for service of notices by giving notice to the other parties in the manner provided in this Section 19. Any such notice shall be deemed to have been received when the notice is received by the recipient or when physical delivery is attempted but refused by the intended recipient or on the date of attempted delivery if the address is no longer valid if sent by registered or certified mail or overnight courier. If notice is transmitted by facsimile or other electronic means, notice is deemed received upon receipt by the sender of electronic confirmation of error free receipt. "Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks in Arizona are authorized or required by law to close.

20. No Agency. Nothing contained in this Agreement shall create any agency, fiduciary, joint venture or partnership relationship between or among Company, Secured Party and Deposit Bank.

21. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. All of such counterpart signature pages shall be read as though one and they shall have the same force and effect as though all of the signers had signed a single signature page.

22. JURY TRIAL WAIVER. EACH PARTY HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES, IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING BROUGHT IN CONNECTION WITH THIS AGREEMENT, ANY AND EVERY RIGHT IT MAY HAVE TO A TRIAL BY JURY.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each party has executed this Agreement as of the day and year first above written.

DEPOSIT BANK:

WESTERN ALLIANCE BANK, an Arizona corporation

By: _____
Name: Raelene Sagapolu
Title: Vice President - Relationship Manager

COMPANY:

TEACH Las Vegas, a Nevada Nonprofit Corporation

By: _____
Name: Trishawn Allison
Title: Chairperson, Board of Directors

SECURED PARTY:

CHARTER ASSET MANAGEMENT FUND, L.P., a Delaware limited partnership

By: _____
Name: Paul Im
Title: Managing Member

Address for Notices:
633 W. 5th Street, 26th Floor
Los Angeles, CA 90071

By: _____
Name: David Park
Title: Managing Member

Address for Notices:
633 W. 5th Street, 26th Floor
Los Angeles, CA 90071

EXHIBIT "A"

Account Title	Account Number

SECURITY AGREEMENT

This SECURITY AGREEMENT, dated as of August 1, 2022 (as amended, supplemented or otherwise modified from time to time in accordance with the provisions hereof, this “**Agreement**”), made by and among TEACH Las Vegas, a Nevada nonprofit public benefit corporation (the “**Grantor**”), in favor of **CHARTER ASSET MANAGEMENT FUND, L.P.**, a Delaware limited partnership (the “**Secured Party**”).

RECITALS

A. As of the date hereof, the Secured Party has purchased, and may purchase in the future, from Grantor certain Accounts (“**Accounts**”) evidenced by that certain Factoring Agreement of even date herewith and future Factoring Agreements (as amended, supplemented or otherwise modified from time to time, collectively, the “**Factoring Agreements**”) by and between the Grantor and the Secured Party. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Factoring Agreements;

B. This Agreement is given by the Grantor in favor of the Secured Party to secure the payment and performance of all of the Secured Obligations (as defined herein); and

C. It is a condition to the obligations of the Secured Party to purchase Accounts under the Factoring Agreements that the Grantor execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

(a) Unless otherwise specified herein, all references to Sections and Schedules herein are to Sections and Schedules of this Agreement.

(b) Unless otherwise defined herein, terms used herein that are defined in the Uniform Commercial Code in effect from time to time in the State of California (“**UCC**”) shall have the meanings assigned to them in the UCC. However, if a term is defined in Article 9 of the UCC differently than in another Article of the UCC, the term has the meaning specified in Article 9.

(c) For purposes of this Agreement, the following terms shall have the following meanings:

“**Agreement**” has the meaning set forth in the Recitals hereof.

“**Collateral**” has the meaning set forth in *Section 2*.

“**Event of Default**” has the meaning set forth in the Factoring Agreements.

“**First Priority**” means, with respect to any lien and security interest purported to be created in any Collateral pursuant to this Agreement, such lien and security interest is the most senior lien to which such Collateral is subject.

“**Grantor**” has the meaning set forth in the Recitals hereof.

“**Perfection Certificate**” has the meaning set forth in *Section 5*.

“**Proceeds**” means “proceeds” as such term is defined in section 9-102 of the UCC and, in any event, shall include, without limitation, all dividends or other income from the Collateral, collections thereon or distributions with respect thereto.

“**Secured Obligations**” has the meaning set forth in *Section 3*.

(d) The rules of interpretation specified in the Factoring Agreements shall be applicable to this Agreement.

2. Grant of Security Interest. As collateral security for the payment and performance of the Secured Obligations, the Grantor hereby pledges and grants to the Secured Party, and hereby creates a continuing First Priority lien and security interest in favor of the Secured Party in and to all of Grantor’s rights and interest in any and all personal property, whether now existing or hereafter acquired or created and wherever located, and all products and proceeds thereof and accessions thereto, including but not limited to the following (collectively, the “**Collateral**”):

(a) all accounts and accounts receivable (including health care insurance receivables), chattel paper (including tangible and electronic chattel paper), inventory (including all goods held for sale or lease or to be furnished under a contract for service, and including returns and repossessions), equipment (including all accessions and additions thereto), instruments (including promissory notes), investment property (including securities and securities entitlements), documents (including negotiable documents), deposit accounts, letter of credit rights, money, any commercial tort claim of Grantor which is now or hereafter identified by Grantor or Secured Party, general intangibles (including payment intangibles and software), goods (including fixtures) and all of Grantor’s books and records with respect to any of the foregoing, and the computers and equipment containing said books and records; and

(b) any and all cash proceeds and/or noncash proceeds thereof, including without limitation, insurance proceeds, and all supporting obligations and the security therefore or for any right to payment.

3. Secured Obligations. The Collateral secures the due and prompt payment and performance of:

(a) the obligations of the Grantor from time to time arising under the Factoring Agreements, this Agreement or otherwise with respect to the due and prompt payment of (i) any amounts due pursuant to the Factoring Agreements from failure of the Grantor to comply with the terms of the Factoring Agreements or interest thereon (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise and (ii) all other monetary obligations, including fees, costs, attorneys’ fees and disbursements, reimbursement obligations, contract causes of action, expenses and indemnities, whether primary, secondary, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Grantor under or in respect of the Factoring Agreements and this Agreement;

(b) all other covenants, duties, debts, obligations and liabilities of any kind of the Grantor under or in respect of the Factoring Agreements, this Agreement or any other document made,

delivered or given in connection with any of the foregoing, in each case whether evidenced by a note or other writing, whether allowed in any bankruptcy, insolvency, receivership or other similar proceeding, whether arising from an extension of credit, issuance of a letter of credit, acceptance, loan, guaranty, indemnification or otherwise, and whether primary, secondary, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, fixed or otherwise (all such obligations, covenants, duties, debts, liabilities, sums and expenses set forth in **Section 3** being herein collectively called the “**Secured Obligations**”); and

(c) It is the intent of the Grantor and Secured Party that the Secured Party is purchasing Accounts referenced in the Factoring Agreements and therefore the term “Secured Obligations” does not include purchased Accounts or any amounts due to Secured Party pursuant to any of the purchased Accounts unless there is a breach by the Grantor of any of its obligations under the Factoring Agreements or unless there is a judicial determination that Secured Party’s purchase of Accounts under any Factoring Agreement is not a purchase, but is deemed to be a loan secured by Accounts.

4. Perfection of Security Interest and Further Assurances.

(a) The Grantor shall, from time to time, as may be required by the Secured Party with respect to all Collateral, immediately take all actions as may be requested by the Secured Party to perfect the security interest of the Secured Party in the Collateral, including, without limitation, with respect to all Collateral over which control may be obtained within the meaning of sections 8106, 9104, 9105, 9106 and 9107 of the UCC, section 201 of the federal Electronic Signatures in Global and National Commerce Act and, as the case may be, section 16 of the Uniform Electronic Transactions Act, as applicable, the Grantor shall immediately take all actions as may be requested from time to time by the Secured Party so that control of such Collateral is obtained and at all times held by the Secured Party. All of the foregoing shall be at the sole cost and expense of the Grantor.

(b) The Grantor hereby irrevocably authorizes the Secured Party at any time and from time to time to file in any relevant jurisdiction any financing statements and amendments thereto that contain the information required by Article 9 of the UCC of each applicable jurisdiction for the filing of any financing statement or amendment relating to the Collateral, including any financing or continuation statements or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by the Grantor hereunder, without the signature of the Grantor where permitted by law, including the filing of a financing statement describing the Collateral as all assets now owned or hereafter acquired by the Grantor, or words of similar effect. The Grantor agrees to provide all information required by the Secured Party pursuant to this Section promptly to the Secured Party upon request.

(c) The Grantor hereby further authorizes the Secured Party to file with the United States Patent and Trademark Office and the United States Copyright Office (and any successor office and any similar office in any state of the United States or in any other country) this Agreement and other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by the Grantor hereunder, without the signature of the Grantor where permitted by law.

(d) If the Grantor shall at any time hold or acquire any certificated securities, promissory notes, tangible chattel paper, negotiable documents or warehouse receipts relating to the Collateral, the Grantor shall immediately endorse, assign and deliver the same to the Secured Party, accompanied by such instruments of transfer or assignment duly executed in blank as the Secured Party may from time to time specify.

(e) If the Grantor shall at any time hold or acquire a commercial tort claim, the Grantor shall (i) immediately notify the Secured Party in a writing signed by the Grantor of the particulars thereof

and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party and (ii) deliver to the Secured Party an updated Schedule 1.

(f) If any Collateral is at any time in the possession of a bailee, the Grantor shall promptly notify the Secured Party thereof and, at the Secured Party's request and option, shall promptly obtain an acknowledgment from the bailee, in form and substance satisfactory to the Secured Party, that the bailee holds such Collateral for the benefit of the Secured Party and the bailee agrees to comply, without further consent of the Grantor, at any time with instructions of the Secured Party as to such Collateral.

(g) The Grantor agrees that at any time and from time to time, at the expense of the Grantor, the Grantor will promptly execute and deliver all further instruments and documents, obtain such agreements from third parties, and take all further action, that may be necessary or desirable, or that the Secured Party may request, in order to create and/or maintain the validity, perfection or priority of and protect any security interest granted or purported to be granted hereby or to enable the Secured Party to exercise and enforce its rights and remedies hereunder or under any other agreement with respect to any Collateral.

5. Representations and Warranties. The Grantor represents and warrants as follows:

(a) The representations and warranties set forth in Section 3 of the Factoring Agreements are hereby reaffirmed by the Grantor, each of which is hereby incorporated herein by reference and the Secured Party shall be entitled to rely on each of them as if they were fully set forth herein.

(b) (i) The Grantor's exact legal name is that indicated on the signature page hereof, (ii) the Grantor is a nonprofit public benefit corporation and is organized in the State of Nevada.

(c) All information provided by Grantor to the Secured Party relating to the Collateral is accurate and complete.

(d) If any of the Collateral consists of securities, same have been duly authorized and validly issued, and are fully paid and non-assessable and subject to no options to purchase or similar rights.

(e) The Grantor holds no commercial tort claims except as indicated on Schedule 1.

(f) None of the Collateral constitutes, or is the proceeds of, (i) farm products, (ii) as-extracted collateral, (iii) manufactured homes, (iv) health-care-insurance receivables, (v) timber to be cut, (vi) aircraft, aircraft engines, satellites, ships or railroad rolling stock.

(g) The Grantor has at all times operated its business in compliance with all applicable provisions of the federal Fair Labor Standards Act, as amended, and with all applicable provisions of federal, state and local statutes and ordinances dealing with the control, shipment, storage or disposal of hazardous materials or substances.

(h) At the time the Collateral becomes subject to the lien and security interest created by this Agreement, the Grantor will be the sole, direct, legal and beneficial owner thereof, free and clear of any lien, security interest, encumbrance, claim, option or right of others except for the security interest created by this Agreement.

(i) The pledge of the Collateral pursuant to this Agreement creates a valid and perfected First Priority security interest in the Collateral, securing the payment and performance when due of the Secured Obligations.

(j) The Secured Party has full power, authority and legal right to sell or pledge the Accounts pursuant to the Factoring Agreements and pledge the Collateral pursuant to this Agreement.

(k) Each of this Agreement and the Factoring Agreements has been duly authorized, executed and delivered by the Grantor and constitutes a legal, valid and binding obligation of the Grantor enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and subject to equitable principles (regardless of whether enforcement is sought in equity or at law).

(l) No authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the pledge by the Grantor of the Collateral pursuant to this Agreement or for the execution and delivery of the Factoring Agreements and this Agreement by the Grantor or the performance by the Grantor of its obligations thereunder.

(m) The execution and delivery of the Factoring Agreements and this Agreement by the Grantor and the performance by the Grantor of its obligations thereunder, will not violate any provision of any applicable law or regulation or any order, judgment, writ, award or decree of any court, arbitrator or governmental authority, domestic or foreign, applicable to the Grantor or any of its property, or the organizational or governing documents of the Grantor or any agreement or instrument to which the Grantor is party or by which it or its property is bound.

(n) The Grantor has taken all action required on its part for control (as defined in sections 8106, 9104, 9105, 9106 and 9107 of the UCC, section 201 of the federal Electronic Signatures in Global and National Commerce Act and, as the case may be, section 16 of the Uniform Electronic Transactions Act, as applicable) to have been obtained by the Secured Party over all Collateral with respect to which such control may be obtained pursuant to the UCC. No person other than the Secured Party has control or possession of all or any part of the Collateral.

6. Voting, Distributions and Receivables.

(a) The Secured Party agrees that unless an Event of Default shall have occurred and be continuing, the Grantor may, to the extent the Grantor has such right as a holder of the Collateral consisting of securities or indebtedness owed by any obligor, vote and give consents, ratifications and waivers with respect thereto, except to the extent that, any such vote, consent, ratification or waiver could detract from the value thereof as Collateral or which could be inconsistent with or result in any violation of any provision of the Factoring Agreements or this Agreement.

(b) The Secured Party agrees that the Grantor may, unless an Event of Default shall have occurred and be continuing, receive and retain all cash dividends and other distributions with respect to the Collateral consisting of securities or indebtedness owed by any obligor, but excluding any Accounts sold by Grantor to the Secured Party pursuant to any Factoring Agreements unless authorized by the Secured Party.

(c) The Secured Party may, or at the request and option of the Secured Party the Grantor shall, notify account debtors and other persons obligated on any of the Accounts sold by the Grantor to the Secured Party pursuant to the Factoring Agreements that payments due are to be made directly to the Secured Party.

7. Covenants. The Grantor covenants as follows:

(a) The Grantor will not, without providing at least 30 days' prior written notice to the Secured Party, change its legal name, identity, type of organization, jurisdiction of organization, corporate structure, location of its chief executive office or its principal place of business or its organizational identification number. The Grantor will, prior to any change described in the preceding sentence, take all actions requested by the Secured Party to maintain the perfection and priority of the Secured Party's security interest in the Collateral.

(b) The Collateral, to the extent not delivered to the Secured Party pursuant to **Section 4**, will be kept at those locations listed on **Schedule 2** and the Grantor will not remove the Collateral from such locations without providing at least 30 days' prior written notice to the Secured Party. The Grantor will, prior to any change described in the preceding sentence, take all actions required by the Secured Party to maintain the perfection and priority of the Secured Party's security interest in the Collateral.

(c) The Grantor shall, at its own cost and expense, defend title to the Collateral and the First Priority lien and security interest of the Secured Party therein against the claim of any person claiming against or through the Grantor and shall maintain and preserve such perfected First Priority security interest for so long as this Agreement shall remain in effect.

(d) The Grantor will not sell, offer to sell, dispose of, convey, assign or otherwise transfer, grant any option with respect to, restrict, or grant, create, permit or suffer to exist any mortgage, pledge, lien, security interest, option, right of first offer, encumbrance or other restriction or limitation of any nature whatsoever on, any of the Collateral or any interest therein.

(e) The Grantor will keep the Collateral in good order and repair and will not use the same in violation of law or any policy of insurance thereon. The Grantor will permit the Secured Party, or its designee, to inspect the Collateral at any reasonable time, wherever located.

(f) The Grantor will pay promptly when due all taxes, assessments, governmental charges, and levies upon the Collateral or incurred in connection with the use or operation of the Collateral or incurred in connection with this Agreement.

(g) The Grantor will continue to operate its business in compliance with all applicable provisions of the federal Fair Labor Standards Act, as amended, and with all applicable provisions of federal, state and local statutes and ordinances dealing with the control, shipment, storage or disposal of hazardous materials or substances.

8. [Intentionally Omitted].

9. Secured Party May Perform. If the Grantor fails to perform any obligation contained in this Agreement, the Secured Party may itself perform, or cause performance of, such obligation, and the expenses of the Secured Party incurred in connection therewith shall be payable by the Grantor; *provided that* the Secured Party shall not be required to perform or discharge any obligation of the Grantor.

10. Reasonable Care. The Secured Party shall have no duty with respect to the care and preservation of the Collateral beyond the exercise of reasonable care. The Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which the Secured Party accords its own property, it being understood that the Secured Party shall not have any responsibility for (a) ascertaining or taking action with respect to any claims, the nature or sufficiency of any payment or performance by any

party under or pursuant to any agreement relating to the Collateral or other matters relative to any Collateral, whether or not the Secured Party has or is deemed to have knowledge of such matters, or (b) taking any necessary steps to preserve rights against any parties with respect to any Collateral. Nothing set forth in this Agreement, nor the exercise by the Secured Party of any of the rights and remedies hereunder, shall relieve the Grantor from the performance of any obligation on the Grantor's part to be performed or observed in respect of any of the Collateral.

11. Remedies Upon Default.

(a) If any Event of Default shall have occurred and be continuing, the Secured Party, without any other notice to or demand upon the Grantor, may assert all rights and remedies of a secured party under the UCC or other applicable law, including, without limitation, the right to take possession of, hold, collect, sell, lease, deliver, grant options to purchase or otherwise retain, liquidate or dispose of all or any portion of the Collateral. If notice prior to disposition of the Collateral or any portion thereof is necessary under applicable law, written notice mailed to the Grantor at its notice address as provided in **Section 15** hereof ten (10) days prior to the date of such disposition shall constitute reasonable notice, but notice given in any other reasonable manner shall be sufficient. So long as the sale of the Collateral is made in a commercially reasonable manner, the Secured Party may sell such Collateral on such terms and to such purchaser(s) as the Secured Party in its absolute discretion may choose, without assuming any credit risk and without any obligation to advertise or give notice of any kind other than that necessary under applicable law. Without precluding any other methods of sale, the sale of the Collateral or any portion thereof shall have been made in a commercially reasonable manner if conducted in conformity with reasonable commercial practices of creditors disposing of similar property. At any sale of the Collateral, if permitted by applicable law, the Secured Party may be the purchaser, licensee, assignee or recipient of the Collateral or any part thereof and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold, assigned or licensed at such sale, to use and apply any of the Secured Obligations as a credit on account of the purchase price of the Collateral or any part thereof payable at such sale. To the extent permitted by applicable law, the Grantor waives all claims, damages and demands it may acquire against the Secured Party arising out of the exercise by it of any rights hereunder. The Grantor hereby waives and releases to the fullest extent permitted by law any right or equity of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshalling the Collateral and any other security for the Secured Obligations or otherwise. At any such sale, unless prohibited by applicable law, the Secured Party or any custodian may bid for and purchase all or any part of the Collateral so sold free from any such right or equity of redemption. Neither the Secured Party nor any custodian shall be liable for failure to collect or realize upon any or all of the Collateral or for any delay in so doing, nor shall it be under any obligation to take any action whatsoever with regard thereto. The Grantor agrees that it would not be commercially unreasonable for the Secured Party to dispose of the Collateral or any portion thereof by utilizing internet sites that provide for the auction of assets of the type included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets. The Secured Party shall not be obligated to clean-up or otherwise prepare the Collateral for sale.

(b) If any Event of Default shall have occurred and be continuing, all rights of the Grantor to (i) exercise the voting and other consensual rights it would otherwise be entitled to exercise pursuant to **Section 6(a)** and (ii) receive the dividends and other distributions which it would otherwise be entitled to receive and retain pursuant to **Section 6(b)**, shall immediately cease, and all such rights shall thereupon become vested in the Secured Party, which shall have the sole right to exercise such voting and other consensual rights and receive and hold such dividends and other distributions as Collateral.

(c) If any Event of Default shall have occurred and be continuing, any cash held by the Secured Party as Collateral and all cash Proceeds received by the Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied in whole or in

part by the Secured Party to the payment of expenses incurred by the Secured Party in connection with the foregoing or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Secured Party hereunder, including reasonable attorneys' fees, and the balance of such proceeds shall be applied or set off against all or any part of the Secured Obligations in such order as the Secured Party shall elect. Any surplus of such cash or cash Proceeds held by the Secured Party and remaining after payment in full of all the Secured Obligations shall be paid over to the Grantor or to whomsoever may be lawfully entitled to receive such surplus. The Grantor shall remain liable for any deficiency if such cash and the cash Proceeds of any sale or other realization of the Collateral are insufficient to pay the Secured Obligations and the fees and other charges of any attorneys employed by the Secured Party to collect such deficiency.

(d) If the Secured Party shall determine to exercise its rights to sell all or any of the Collateral pursuant to this Section, the Grantor agrees that, upon request of the Secured Party, the Grantor will, at its own expense, do or cause to be done all such acts and things as may be necessary to make such sale of the Collateral or any part thereof valid and binding and in compliance with applicable law.

12. No Waiver and Cumulative Remedies. The Secured Party shall not by any act (except by a written instrument pursuant to **Section 14**, delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. All rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.

13. Security Interest Absolute. The Grantor hereby waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, Collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. All rights of the Secured Party and liens and security interests hereunder, and all Secured Obligations of the Grantor hereunder, shall be absolute and unconditional irrespective of:

(a) any illegality or lack of validity or enforceability of any Secured Obligation or any related agreement or instrument;

(b) any change in the time, place or manner of payment of, or in any other term of, the Secured Obligations, or any rescission, waiver, amendment or other modification of the Factoring Agreements, this Agreement or any other agreement, including any increase in the Secured Obligations resulting from any extension of additional credit or otherwise;

(c) any taking, exchange, substitution, release, impairment or non-perfection of any Collateral or any other collateral, or any taking, release, impairment, amendment, waiver or other modification of any guaranty, for all or any of the Secured Obligations;

(d) any manner of sale, disposition or application of proceeds of any Collateral or any other collateral or other assets to all or part of the Secured Obligations;

(e) any default, failure or delay, willful or otherwise, in the performance of the Secured Obligations;

(f) any defense, set-off or counterclaim (other than a defense of payment or performance) that may at any time be available to, or be asserted by, the Grantor against the Secured Party;
or

(g) any other circumstance (including, without limitation, any statute of limitations) or manner of administering the Loans or any existence of or reliance on any representation by the Secured Party that might vary the risk of the Grantor or otherwise operate as a defense available to, or a legal or equitable discharge of, the Grantor or any other grantor, guarantor or surety.

14. Amendments. None of the terms or provisions of this Agreement may be amended, modified, supplemented, terminated or waived, and no consent to any departure by the Grantor therefrom shall be effective unless the same shall be in writing and signed by the Secured Party and the Grantor, and then such amendment, modification, supplement, waiver or consent shall be effective only in the specific instance and for the specific purpose for which made or given.

15. Addresses for Notices. All notices and other communications provided for in this Agreement shall be in writing and shall be given in the manner and become effective as set forth in the Factoring Agreements, and addressed to the respective parties at their addresses as specified on the signature pages hereof or as to either party at such other address as shall be designated by such party in a written notice to each other party.

16. Continuing Security Interest; Further Actions. This Agreement shall create a continuing First Priority lien and security interest in the Collateral and shall (a) subject to **Section 17**, remain in full force and effect until payment and performance in full of the Secured Obligations, (b) be binding upon the Grantor, its successors and assigns, and (c) inure to the benefit of the Secured Party and its successors, transferees and assigns; *provided that* the Grantor may not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the Secured Party. Without limiting the generality of the foregoing clause (c), any assignee of the Secured Party's interest in any agreement or document which includes all or any of the Secured Obligations shall, upon assignment, become vested with all the benefits granted to the Secured Party herein with respect to such Secured Obligations.

17. Termination; Release. On the date on which all Secured Obligations have been paid and performed in full, the Secured Party will, at the request and sole expense of the Grantor, (a) duly assign, transfer and deliver to or at the direction of the Grantor (without recourse and without any representation or warranty) such of the Collateral as may then remain in the possession of the Secured Party, together with any monies at the time held by the Secured Party hereunder, and (b) execute and deliver to the Grantor a proper instrument or instruments acknowledging the satisfaction and termination of this Agreement. On the aforesated date, at Grantor's sole cost and expense, Secured Party will terminate and release any and all liens, including UCC-1, with regard to the Collateral, and will provide written notice of termination with respect to any Deposit Account Control Agreement associated with the Factoring Agreements.

18. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement or the Factoring Agreements and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of California.

19. Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement. This Agreement [and the Factoring Agreements] constitute the entire contract among the parties with respect to the subject matter hereof and supersede all previous agreements and understandings, oral or written, with respect thereto.

20. Resolution of Drafting Ambiguities. Grantor acknowledges and agrees that it was represented by counsel in connection with the execution and delivery of this Agreement, that it and its counsel reviewed and participated in the preparation and negotiation of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party (i.e., the Secured Party) shall not be employed in the interpretation of this Agreement.

21. Expenses. Grantor agrees to pay or to reimburse Secured Party for all reasonable costs and expenses (including reasonable attorney's fees and expenses) that may be incurred by Secured Party in any effort to enforce any of the provisions of **Section 11**, or any of the obligations of Grantor in respect of the Collateral or in connection with (a) the preservation of the First Priority lien on, or the rights of Secured Party to the Collateral pursuant to this Agreement or (b) any actual or attempted sale, lease, disposition, exchange, collection, compromise, settlement or other realization in respect of, or care of, the Collateral, including all such costs and expenses (and reasonable attorney's fees and expenses) incurred in any bankruptcy, reorganization, workout or other similar proceeding.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

TEACH Las Vegas, as Grantor

By _____
Name: Trishawn Allison
Title: Board Chairman
Address for Notices:
4660 N. Rancho Drive, Las Vegas, NV
89130

CHARTER ASSET MANAGEMENT FUND,
L.P., as Secured Party

By: Charter Asset Management GP LLC.,
A Delaware limited liability company
Its: General Partner

By: _____
Paul Im
Title: Managing Member

Address for Notices:
633 W. 5th Street, 26th Floor
Los Angeles, CA 90071

By: _____
Name: David Park
Title: Managing Member

Address for Notices:
633 W. 5th Street, 26th Floor
Los Angeles, CA 90071

SCHEDULE 1
COMMERCIAL TORT CLAIMS

SCHEDULE 2

LOCATION OF COLLATERAL

4660 N. Rancho Drive, Las Vegas, NV 89130

SCHEDULE 2

Teach Las Vegas
 4648-4660 North Rancho Drive
 Las Vegas, NV 89130

Teach Las Vegas Rent Roll



Date	Base Rent	Deposit	Abatement	Due
1-Jul-21	\$ 50,501.82	\$ 151,505.46	\$ -	\$ 202,007.28
1-Aug-21	\$ 50,501.82	\$ -	\$ (50,501.82)	\$ -
1-Sep-21	\$ 50,501.82	\$ -	\$ (50,501.82)	\$ -
1-Oct-21	\$ 50,501.82	\$ -	\$ (50,501.82)	\$ -
1-Nov-21	\$ 50,501.82	\$ -	\$ (50,501.82)	\$ -
1-Dec-21	\$ 50,501.82	\$ -	\$ -	\$ 50,501.82
1-Jan-22	\$ 50,501.82	\$ -	\$ -	\$ 50,501.82
1-Feb-22	\$ 50,501.82	\$ -	\$ -	\$ 50,501.82
1-Mar-22	\$ 50,501.82	\$ -	\$ -	\$ 50,501.82
1-Apr-22	\$ 50,501.82	\$ -	\$ -	\$ 50,501.82
1-May-22	\$ 50,501.82	\$ -	\$ -	\$ 50,501.82
1-Jun-22	\$ 50,501.82	\$ -	\$ -	\$ 50,501.82
1-Jul-22	\$ 52,016.87	\$ -	\$ (52,016.87)	\$ -
1-Aug-22	\$ 52,016.87	\$ -	\$ (52,016.87)	\$ -
1-Sep-22	\$ 52,016.87	\$ -	\$ -	\$ 52,016.87
1-Oct-22	\$ 52,016.87	\$ -	\$ -	\$ 52,016.87
1-Nov-22	\$ 52,016.87	\$ -	\$ -	\$ 52,016.87
1-Dec-22	\$ 52,016.87	\$ -	\$ -	\$ 52,016.87
1-Jan-23	\$ 52,016.87	\$ -	\$ -	\$ 52,016.87
1-Feb-23	\$ 52,016.87	\$ -	\$ -	\$ 52,016.87
1-Mar-23	\$ 52,016.87	\$ -	\$ -	\$ 52,016.87
1-Apr-23	\$ 52,016.87	\$ -	\$ -	\$ 52,016.87
1-May-23	\$ 52,016.87	\$ -	\$ -	\$ 52,016.87
1-Jun-23	\$ 52,016.87	\$ -	\$ -	\$ 52,016.87
1-Jul-23	\$ 53,577.38	\$ -	\$ (53,577.38)	\$ -
1-Aug-23	\$ 53,577.38	\$ -	\$ -	\$ 53,577.38
1-Sep-23	\$ 53,577.38	\$ -	\$ -	\$ 53,577.38
1-Oct-23	\$ 53,577.38	\$ -	\$ -	\$ 53,577.38
1-Nov-23	\$ 53,577.38	\$ -	\$ -	\$ 53,577.38
1-Dec-23	\$ 53,577.38	\$ -	\$ -	\$ 53,577.38
1-Jan-24	\$ 53,577.38	\$ -	\$ -	\$ 53,577.38
1-Feb-24	\$ 53,577.38	\$ -	\$ -	\$ 53,577.38
1-Mar-24	\$ 53,577.38	\$ -	\$ -	\$ 53,577.38
1-Apr-24	\$ 53,577.38	\$ -	\$ -	\$ 53,577.38
1-May-24	\$ 53,577.38	\$ -	\$ -	\$ 53,577.38
1-Jun-24	\$ 53,577.38	\$ -	\$ -	\$ 53,577.38

1-Jul-24	\$	55,184.70	\$	-	\$	-	\$	55,184.70
1-Aug-24	\$	55,184.70	\$	-	\$	-	\$	55,184.70
1-Sep-24	\$	55,184.70	\$	-	\$	-	\$	55,184.70
1-Oct-24	\$	55,184.70	\$	-	\$	-	\$	55,184.70
1-Nov-24	\$	55,184.70	\$	-	\$	-	\$	55,184.70
1-Dec-24	\$	55,184.70	\$	-	\$	-	\$	55,184.70
1-Jan-25	\$	55,184.70	\$	-	\$	-	\$	55,184.70
1-Feb-25	\$	55,184.70	\$	-	\$	-	\$	55,184.70
1-Mar-25	\$	55,184.70	\$	-	\$	-	\$	55,184.70
1-Apr-25	\$	55,184.70	\$	-	\$	-	\$	55,184.70
1-May-25	\$	55,184.70	\$	-	\$	-	\$	55,184.70
1-Jun-25	\$	55,184.70	\$	-	\$	-	\$	55,184.70
1-Jul-25	\$	56,840.24	\$	-	\$	-	\$	56,840.24
1-Aug-25	\$	56,840.24	\$	-	\$	-	\$	56,840.24
1-Sep-25	\$	56,840.24	\$	-	\$	-	\$	56,840.24
1-Oct-25	\$	56,840.24	\$	-	\$	-	\$	56,840.24
1-Nov-25	\$	56,840.24	\$	-	\$	-	\$	56,840.24
1-Dec-25	\$	56,840.24	\$	-	\$	-	\$	56,840.24
1-Jan-26	\$	56,840.24	\$	-	\$	-	\$	56,840.24
1-Feb-26	\$	56,840.24	\$	-	\$	-	\$	56,840.24
1-Mar-26	\$	56,840.24	\$	-	\$	-	\$	56,840.24
1-Apr-26	\$	56,840.24	\$	-	\$	-	\$	56,840.24
1-May-26	\$	56,840.24	\$	-	\$	-	\$	56,840.24
1-Jun-26	\$	56,840.24	\$	-	\$	-	\$	56,840.24
1-Jul-26	\$	58,545.45	\$	-	\$	-	\$	58,545.45
1-Aug-26	\$	58,545.45	\$	-	\$	-	\$	58,545.45
1-Sep-26	\$	58,545.45	\$	-	\$	-	\$	58,545.45
1-Oct-26	\$	58,545.45	\$	-	\$	-	\$	58,545.45
1-Nov-26	\$	58,545.45	\$	-	\$	-	\$	58,545.45
1-Dec-26	\$	58,545.45	\$	-	\$	-	\$	58,545.45
1-Jan-27	\$	58,545.45	\$	-	\$	-	\$	58,545.45
1-Feb-27	\$	58,545.45	\$	-	\$	-	\$	58,545.45
1-Mar-27	\$	58,545.45	\$	-	\$	-	\$	58,545.45
1-Apr-27	\$	58,545.45	\$	-	\$	-	\$	58,545.45
1-May-27	\$	58,545.45	\$	-	\$	-	\$	58,545.45
1-Jun-27	\$	58,545.45	\$	-	\$	-	\$	58,545.45
1-Jul-27	\$	60,301.81	\$	-	\$	-	\$	60,301.81
1-Aug-27	\$	60,301.81	\$	-	\$	-	\$	60,301.81
1-Sep-27	\$	60,301.81	\$	-	\$	-	\$	60,301.81
1-Oct-27	\$	60,301.81	\$	-	\$	-	\$	60,301.81
1-Nov-27	\$	60,301.81	\$	-	\$	-	\$	60,301.81
1-Dec-27	\$	60,301.81	\$	-	\$	-	\$	60,301.81

1-Jan-28	\$	60,301.81	\$	-	\$	-	\$	60,301.81
1-Feb-28	\$	60,301.81	\$	-	\$	-	\$	60,301.81
1-Mar-28	\$	60,301.81	\$	-	\$	-	\$	60,301.81
1-Apr-28	\$	60,301.81	\$	-	\$	-	\$	60,301.81
1-May-28	\$	60,301.81	\$	-	\$	-	\$	60,301.81
1-Jun-28	\$	60,301.81	\$	-	\$	-	\$	60,301.81
1-Jul-28	\$	62,110.87	\$	-	\$	-	\$	62,110.87
1-Aug-28	\$	62,110.87	\$	-	\$	-	\$	62,110.87
1-Sep-28	\$	62,110.87	\$	-	\$	-	\$	62,110.87
1-Oct-28	\$	62,110.87	\$	-	\$	-	\$	62,110.87
1-Nov-28	\$	62,110.87	\$	-	\$	-	\$	62,110.87
1-Dec-28	\$	62,110.87	\$	-	\$	-	\$	62,110.87
1-Jan-29	\$	62,110.87	\$	-	\$	-	\$	62,110.87
1-Feb-29	\$	62,110.87	\$	-	\$	-	\$	62,110.87
1-Mar-29	\$	62,110.87	\$	-	\$	-	\$	62,110.87
1-Apr-29	\$	62,110.87	\$	-	\$	-	\$	62,110.87
1-May-29	\$	62,110.87	\$	-	\$	-	\$	62,110.87
1-Jun-29	\$	62,110.87	\$	-	\$	-	\$	62,110.87
1-Jul-29	\$	63,974.19	\$	-	\$	-	\$	63,974.19
1-Aug-29	\$	63,974.19	\$	-	\$	-	\$	63,974.19
1-Sep-29	\$	63,974.19	\$	-	\$	-	\$	63,974.19
1-Oct-29	\$	63,974.19	\$	-	\$	-	\$	63,974.19
1-Nov-29	\$	63,974.19	\$	-	\$	-	\$	63,974.19
1-Dec-29	\$	63,974.19	\$	-	\$	-	\$	63,974.19
1-Jan-30	\$	63,974.19	\$	-	\$	-	\$	63,974.19
1-Feb-30	\$	63,974.19	\$	-	\$	-	\$	63,974.19
1-Mar-30	\$	63,974.19	\$	-	\$	-	\$	63,974.19
1-Apr-30	\$	63,974.19	\$	-	\$	-	\$	63,974.19
1-May-30	\$	63,974.19	\$	-	\$	-	\$	63,974.19
1-Jun-30	\$	63,974.19	\$	-	\$	-	\$	63,974.19
1-Jul-30	\$	65,893.42	\$	-	\$	-	\$	65,893.42
1-Aug-30	\$	65,893.42	\$	-	\$	-	\$	65,893.42
1-Sep-30	\$	65,893.42	\$	-	\$	-	\$	65,893.42
1-Oct-30	\$	65,893.42	\$	-	\$	-	\$	65,893.42
1-Nov-30	\$	65,893.42	\$	-	\$	-	\$	65,893.42
1-Dec-30	\$	65,893.42	\$	-	\$	-	\$	65,893.42
1-Jan-31	\$	65,893.42	\$	-	\$	-	\$	65,893.42
1-Feb-31	\$	65,893.42	\$	-	\$	-	\$	65,893.42
1-Mar-31	\$	65,893.42	\$	-	\$	-	\$	65,893.42
1-Apr-31	\$	65,893.42	\$	-	\$	-	\$	65,893.42
1-May-31	\$	65,893.42	\$	-	\$	-	\$	65,893.42
1-Jun-31	\$	65,893.42	\$	-	\$	-	\$	65,893.42

Coversheet

Approve the Updated Student and Parent Handbook

Section: III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION
Item: B. Approve the Updated Student and Parent Handbook
Purpose: Vote
Submitted by:
Related Material: 2022-2023 TEACH LV STUDENT HANDBOOK UPDATED 07-21-2022.docx.pdf



TEACH Las Vegas Public Charter School

Student/Parent Handbook
Grades K-8
2022-2023 School Year

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

Updated: 07/21/2022

TEACH Las Vegas Public Charter School Students and Parents,

On behalf of the staff at TEACH Las Vegas Public Charter School, I'd like to welcome you to our school for the 2022-2023 school year! We are proud to begin our 2nd year of operation. We are excited to extend a special welcome to our students this year.

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

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

Sincerely,

Mrs. Andrea Moore, Executive Director
TEACH Las Vegas

General Information

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

Phone: (702) 483-7125

Office Hours: 7:10 a.m. - 2:45 p.m.
School Hours: 7:40 a.m - 2:35 p.m.

School Leadership

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

Instructional Support Staff

Mrs. Katie Strickland, Teacher Mentor Coordinator
Mrs. Georgette Brewer, School Counselor/Social Worker

School Support Staff

Ms. Edith Morales, Office Manager/Registrar
Mrs. Nicole Hubble, FASA/Health Aide
Mr. Jimmy Morales, Facilities Director

TEACH Las Vegas Public Charter School

Student – Parent Handbook

2022 - 2023

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SCHOOL MISSION AND CORE VALUES

VISION, MISSION AND GOALS

TEACH Las Vegas Charter Schools are innovative, dynamic, creative, and educationally enriching institutions of positive-driven learning. We believe that all children can learn when taught well and given an opportunity. We adhere to a relationship-centered learning environment. By looking consistently at our students and the data of our practices, our teachers and students will “grow” in their development and to great successes in the 21st century.

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

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

GOALS

To fulfill our mission, we will:

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

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

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

Core Values

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

Statement of Beliefs

- All students can learn.
- Learning is continuous and has no bounds.
- Parents are an essential part of the educational process.

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

Rights of Individuals to Attend Board Meetings

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

Parental Rights to Inspect and Review Education Records

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

Public Records

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

School Calendar

2022	
Monday, August 8	Classes Begin
Monday, September 5	Labor Day (No School)
Monday, September 12	Professional Development for Staff Non-attendance day for Students
Friday, October 7	End of First Grading Period (44 days)
Monday, October 10	Professional Development for Staff Non-attendance day for Students
Friday, October 14	Parent Conferences Non-attendance day for students
Friday, October 28	Nevada Day Observed (No School)
Friday, November 11	Veterans Day Observed (No School)
Monday - Friday, November 21-25	Fall Break/Thanksgiving (No School)
Friday, December 16	End of Second Grading Period (44 days) End of First Semester (88 days) End of Day - Winter Break Begins
Monday, December 19 – Monday, January 2	Winter Break (No School)
2023	
Tuesday, January 3	Professional Development for Staff Non-attendance day for Students
Wednesday, January 4	Classes Resume Second Semester Begins
Monday, January 16	Martin Luther King, Jr. Day Observed (No School)
Monday, February 6	No School - Contingency Day
Monday, February 20	Presidents' Day Observed (No School)
Friday, March 10	End of Third Grading Period (46 days)
Monday, March 13	No School - Contingency Day

Friday, March 31	End of Day - Spring Break Begins
Monday, April 3 – Friday, April 7	Spring Break (No School)
Monday, April 10	Classes Resume
Monday, April 17	Professional Development for Staff Non-attendance day for Students
Wednesday, May 24	End of Fourth Grading Period (46 days) End of Second Semester (92 days) Last Day of school (180 days)
Monday, May 30	Memorial Day (No School)

Daily Schedules

Elementary K-5 Daily Schedule

7:20am - 7:40am	Campus open to students/Breakfast
7:40am	Instruction Begins
10:25am - 10:55am	Lunch/Recess: K,2,4
10:55am - 11:25am	Lunch/Recess: 1,3,5
2:35pm	Dismissal
Grades K-5 will have an additional daily recess. Times will vary based on grade level.	

Middle School 6-8 Daily Schedule

7:20am - 7:40am	Campus open to students/Breakfast
7:40am	Instruction Begins
7:40am - 8:30am	Period 1
8:35am - 9:25am	Period 2
9:30am - 10:20am	Period 3
10:25am - 11:15am	Period 4
11:15am-11:50am	LUNCH
11:55am - 12:45pm	Period 5
12:50pm - 1:40pm	Period 6
1:45pm - 2:35pm	Period 7
2:35pm	Dismissal

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

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

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

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

ACADEMICS

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

Elementary School Curriculum and Learning Objectives

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

Class Placement

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

TEACH LV Charter Schools Retention Policy

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

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

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

Learning Environment at Home

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

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

Grading

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

Student achievement levels will be reported on semester report cards as well as through the Parent Portal on Infinite Campus. There is a link to this portal on the school's website.

Kindergarten:

Achievement for students in kindergarten will be reported as E, S, N for the core subject areas (English/Language Arts, Math, Science, Social Studies).

1st - 5th Grading:

Achievement for students in 1st - 5th grade will be reported as grades A-F for core subject areas (English/Language Arts, Math, Science, Social Studies).

Other content areas included in the report card (E,S,N):

Art

PE

Science (Lab)

6th-8th Grading:

Middle School students will follow a traditional grading scale with grades A-F (See scale on next page).

Letter Grading Scale	
A+	97-100
A	95-96
A-	90-94
B+	87-89
B	85-86
B-	80-84
C+	77-79
C	75-76
C-	70-74
D+	67-69
D	65-66
D-	60-64
F	< 59
Satisfactory/Not Satisfactory Grading Scale	
E	90-100
S	65-89
N	< 64

As a courtesy to the parents/guardians of all students, progress notices of student progress will be disseminated approximately every four weeks for all students via email or sent home with the child. If the student is at risk of failing individual classes (D, F or N) or grades have dropped significantly in a short period of time, a notice may be issued at that time. It is the parent's responsibility to always know their student's progress and grades in their courses by consistently monitoring Infinite Campus, the electronic gradebook. Instructions on how to log in to the gradebook are provided to the adult accompanying the student during the required orientation or can be provided to you from our Office Manager. Parents are welcome to speak with their teacher or to call the school to schedule additional assistance for using the online gradebook.

Assigned work may take some students longer than 26 - 30 hours per week. Completion of assignments may be accomplished over a seven-day period, if needed. New assignments will become available to students weekly. Please consult with your teacher and review the assignments

and directions each week for information on due dates, grades and submitting assignments online and/or in person.

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

Student Interventions

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

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

Testing

TEACH LV Charter School is a public-school requiring testing for each student. The testing process at any school is a critical one. Testing identifies important areas of strength for both schools and students and any areas in which to improve. Since testing is required in Nevada, TEACH LV must administer all state-required exams. Schedules must be followed without exception and parents are solely responsible for the student getting to and from school on testing days.

Remember that testing impacts the school in many ways, including funding, progress reporting, and school ratings. TEACH LV will prepare students for testing throughout the year. Parents must prepare students to commit to doing their best. Below you will find descriptions of testing that occur throughout the year.

State-Mandated Testing: This type of testing requires that, by law, students attend a testing facility for a specified period. Parents will be contacted several times prior to the testing and may be offered a choice of time. Parents will be responsible for their child's transportation. These tests are required by state law.

Benchmark Testing: These tests are conducted throughout the year to collect information concerning the student's strengths and areas of challenge. These exams are required by law and are necessary for customizing the instruction and curriculum content at the school. These tests are also used to measure student growth within a defined time.

Curriculum Tests/Quizzes: This type of testing takes place throughout the year, during or after a unit of study in any of the core subjects.

Lottery and Withdrawing a Student

During initial enrollment each school year, TEACH LV enrolls pupils in the order in which pupil applications are received, up to the point at which the school reaches its maximum capacity. The names of those students who enroll after that point will be placed on a waiting list until such time that an opening becomes available due to a student transferring out of the school. At that time, all students on the waiting list will have an equal opportunity to be selected from the waiting list according to the order in which they applied. It is understood that if a student is enrolled in TEACH LV and a sibling desires to attend TEACH LV, that child will be given preference. All students enrolled after the start of the school year must follow the same enrollment procedures and attend an official orientation with a parent before they are considered enrolled in TEACH LV.

When a student is moving or transferring to another school, the parent/guardian must complete a Pupil Withdrawal form. The forms are in the front office and must be completed prior to the student transferring to another school or state. According to the Nevada Revised Statutes, students 7 to 17 must be enrolled in school. TEACH LV will give each student up to ten days to re-enroll. If a student has not re-enrolled within ten days TEACH LV may report the student as truant.

Title I Hope/McKinney-Vento Federal Law

The Title I Homeless Outreach Program for Education (HOPE) works to remove barriers for students experiencing homelessness, to enroll in school and educate school personnel, parents, and unaccompanied youth of the educational options under McKinney-Vento Federal Law.

Students experiencing homelessness are those who lack a fixed, regular, and adequate nighttime residence, which includes the following:

- Living with friends or relatives due to loss of housing, economic hardship, or a similar reason;
- Living in a hotel or motel due to lack of alternative accommodations;
- Living in an emergency or transitional shelter;
- Living in a car, park, on the street, or similar settings;
- Unaccompanied Youth - not in the physical custody of the parent.

Student services include:

- Free school breakfast and lunch
- Backpacks with school supplies and toiletries
- Emergency clothing

ATTENDANCE

Weekly Attendance

Nevada Compulsory Attendance Law mandates that students must meet with their teacher, face-to-face, no less than once per calendar week. Student attendance is reported to the state by the school. Truancies, unapproved absences, multiple absences and/or consecutive absences will trigger the Required Parent Conference (RPC) procedure. Habitual truancy will be reported to the state. Non-compliance to school attendance requirements and procedures will result in students being withdrawn from the program.

Please see the Nevada Revised Statutes section in this handbook for specific laws and consequences pertaining to school attendance.

Prearranged Absences

There are times when it is necessary for students to have a prearranged absence. Absences from school hinder academic progress and parents are asked to keep these absences to a minimum. Parents/Guardians must submit a written request to the school in advance of the absence. Forms are available in the school office. The first two weeks of a prearranged absence may be approved. The student is responsible for completing the assigned work in a timely manner. Any prearranged absence longer than two weeks shall have the first two weeks approved and the remaining days marked unapproved. The maximum number of prearranged absences is ten days per semester.

Make-Up Work for Absences

Students will be able to make-up all work missed. If the absence was approved, full credit will be granted for all make-up work. If the absence was unapproved, the teacher may grant only partial credit for make-up work. All make-up work must be completed and turned in by the student's next scheduled face-to-face visit unless other arrangements are made with the administration. Make-up work must be submitted in addition to the current week's assignments. Students who are out of school due to Out-of-School Suspension are expected to make up missed work.

Attendance Policy / Cancellation Procedures

Unless otherwise provided by law, each parent or guardian having control or charge of any child between the ages of 7 and 18 shall send the child to school during all the time the school is in session (NRS 392.040). All students enrolled at TEACH LV Charter Schools are subject to all state attendance laws as well as policies and procedures set by TEACH LV Charter Schools.

Parents must follow the following procedures when a student is absent:

- Written notification must be received by the office and a courtesy copy emailed to your student's teacher within three days of the absence. Example: If your student is scheduled to

attend class on Monday and class is missed, notification must be received by Thursday at 4:00 p.m.

- The notification must include the first and last name of the student, grade, date of absence, and reason for absence.
- The notification can be brought to the office in person.
- Absences that are not approved or verified with a written notification within three days will be considered an unapproved absence and the student will be considered truant from school.

The following absences are considered approved absences:

- The student is physically or mentally unable to attend school, or the absence is related to the student's disability and the course work has been completed.
- The principal or principal's designee has given approval for an unavoidable absence due to an emergency.
- The student is absent due to a required court appearance or a religious holiday.
- The absence has been pre-arranged pursuant to the request of a parent or legal guardian prior to the absence and does not exceed the allowable ten (10) arranged days per semester.

Please note that sickness in the immediate family (parents, siblings, etc.) does not qualify for an approved absence.

All unapproved absences will result in truancy (see the truancy section in the handbook below). TEACH LV Charter School has the right to withdraw any student with excessive or inconsistent attendance on campus and in the online environment.

Truancy Policy

TEACH LV Charter School follows the following procedures with regards to student truancy.

Truancy #1

- The teacher discusses the absence with the parent in person, by phone, or by email.
- The first truancy letter is mailed. Parents may send written communication to the school within three days. If the absence is approved, the letter can be disregarded.
- K-8 parents must also courtesy copy the written communication to their teacher.

Truancy #2

- The teacher discusses the absence with the parent in person, by phone, or by email.
- The second truancy letter is mailed to the home. Parents may send written communication to the school within three days. If the absence is approved, the letter can be disregarded.
- K-8 parents must also courtesy copy the written communication to their teacher.
- A phone call, site visit or Required Parent Conference (RPC) with school personnel is activated.

Truancy #3 (Habitual Truant)

- The teacher discusses the absence with the parent in person, by phone, or by email.

- The third truancy letter is mailed to the home with notification of an RPC. The parent/guardian will be required to attend a mandatory meeting with administration. The student cannot attend weekly visits and access to online curriculum may be suspended until the meeting has occurred.
- A specific plan will be developed for the student and parent to prevent further absences.

Habitual truancy is serious and violates state attendance laws. Non-compliance with school interventions may result in one or more of the following: student is withdrawn from TEACH LV, student is reported to local or state agency, parent is reported to local agency for educational neglect.

Tardy Policy

Students are expected to arrive on time and remain present during the entire visit. Students who arrive more than five minutes late may be reported as tardy. It is understood that there may be circumstances that may occasionally prevent a student from arriving on time. However, repetitive tardiness is not permitted. Habitual tardiness may result in a conference between the parent and administration, an RPC, a student suspension, and/or a specific plan for the student and parent to prevent further absences.

Leaving School or Weekly Visits Early

If a student must be picked up prior to dismissal, adults must show identification and sign the student out. That adult must be a parent or guardian whose name appears on the student's school record, or another adult also listed in "household" or the student will not be released. Siblings who are under the age of 18 and may be listed in the household will not be permitted to check a student out early.

STUDENT AND PARENT POLICIES AND PROCEDURES

Transportation and Food

Parents are responsible for arranging transportation to and from TEACH LV. Since TEACH LV has students from all areas of the Las Vegas valley, we encourage families to carpool.

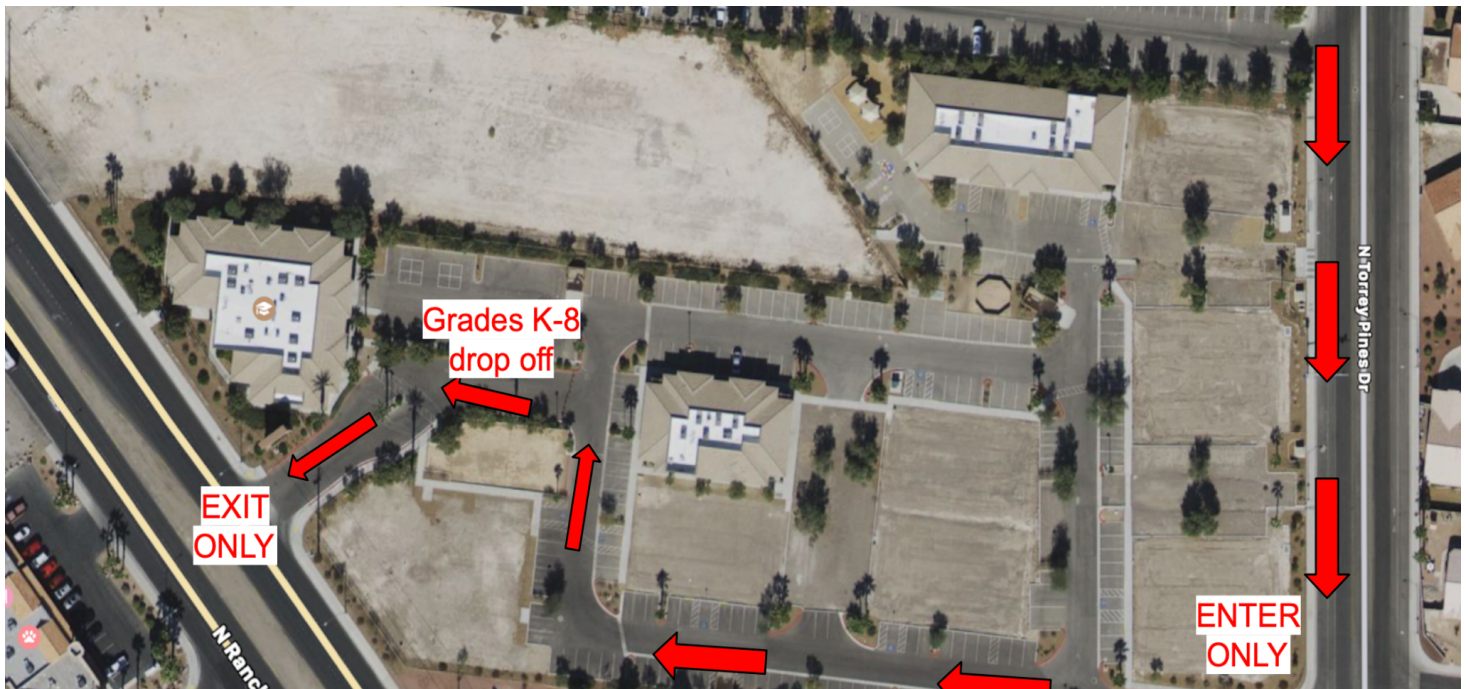
Breakfast and Lunch will be provided to every student. Students can also bring their own bagged lunches to school in place of the provided school lunch. Please indicate on your student health form if your student has any food allergies. During breakfast and lunch, students with food allergies will be provided a separate lunch table to ensure their safety.

Parking and Traffic Flow

We ask that parents follow our designated traffic pattern of entering the TEACH LV parking lot from the eastern entrance of Torrey Pines Drive and exiting on to Rancho Drive.

Morning Drop off:

All students will enter the campus and proceed directly to the multipurpose room for breakfast upon arrival on campus. **Students should not be on campus before 7:20 a.m. and will be considered tardy upon arrival after 7:40 a.m.** The TEACH Las Vegas Campus is a closed campus in the morning. If you need individual assistance, please stop in the front office or schedule an appointment with your child's teacher.



Afternoon Pick up: At the end of the school day, students should meet at the line of the youngest child in the carpool.



Students in all grades will be picked up in the loading area on the south side of the building.

Parents should not begin 'staging' for pick up until after 2:25 p.m. If you attempt to stop/stand in our car loop before 2:25, you will be asked to move. Please display a sign in your front window with the teacher and child's name of the youngest child in the carpool (see sample). Please use the colored cardstock provided by the school. Students will be escorted to your vehicle. If you choose to have your child meet you in another location, you must notify your child's teacher that you give permission for them to leave campus. This is for your and your child's safety.

If the youngest child in your carpool is in:

- KINDERGARTEN: Purple Sign
- 1st GRADE: Teal Sign
- 2nd GRADE: Red Sign
- 3rd GRADE: Green Sign
- 4th GRADE: Blue Sign
- 5th GRADE: Yellow Sign
- 6th-8th GRADE: Orange Sign

EXAMPLE:

TEACHER
Student's Name

Parents are solely responsible for getting students to and from school. This includes but is not limited to transportation and all communication between parent and student regarding their arrival to and departure from campus. Students are not permitted to stay anywhere in the parking lot after dismissal. For everyone's safety, adhere to the procedures for drop off, pick up and parking and always maintain patience and caution.

The speed limit in the parking lot is 5 MPH.

Do not block the flow of traffic.

Remain in the car when waiting in drop-off/pick-up lanes.

Do not pass cars when students are getting in or out of the vehicle.

Always watch for traffic and pedestrians and use caution backing out of spots.

Be patient and remain calm.

*Late pick up of students will activate an RPC.

*Drivers are solely responsible for traffic incidents/accidents in the parking lot.

*There is no smoking permitted in the parking lot or anywhere on school grounds.

Visitors/Volunteering

We believe that parent/guardian involvement is a crucial part of a child's education. All parents/guardians of children registered at TEACH Las Vegas are not required to volunteer but are encouraged to volunteer and participate in school activities. Parents volunteering in the classroom must be pre-arranged, adhere to our school rules and never share student's personal information. TEACH LV Charter Schools utilizes a security and badging system for all visitors who enter the school beyond our lobby. This system searches publicly available records by name. All visitors who enter the school building must check in at the designated elementary/middle school office to receive a visitor's badge. Each visitor must present a picture ID (driver's license or state ID) that will be scanned prior to the issuance of the visitor badge. Students are not allowed to bring visitors to onsite classes (visiting relatives, friends from other schools, etc.).

ALL volunteers with unsupervised contact must be fingerprinted and pass a criminal background check. For those volunteers who will have unsupervised contact with students starting on August 1, 2019, a background check including fingerprinting, and acknowledgment as being a mandatory child abuse reporter will be required every three (3) years. In order to complete these steps, volunteers must contact Edith Morales, Office Manager, to inform the school that they wish to undergo fingerprinting. At this time Ms. Morales would provide the volunteer with the address of our contracted fingerprinting agency and have the volunteer complete the acknowledgement form and a waiver.

Leaving Messages/Student Inquiries

Please do not call the office to leave a message for your student. A message to a student involves a possible violation of the Family Educational Rights and Privacy Act (FERPA). There is no way to verify the legal parent or guardian for a phone message. If you have an emergency and must contact your child, please come to the office, and provide identification. For non-emergencies, please plan.

The school recognizes that TEACH LV is not a zoned school and that parents may live many miles from campus. To protect the privacy of students, TEACH LV employs information safety procedures concerning all matters outside of general school information. Should you require information that is specific to your child, you may be subject (not limited) to the following requests and procedures:

- Have the student identification number ready when speaking with anyone about your student.
- Be prepared to show, email, or fax your personal identification to the school.
- Be prepared to come to the school when staff members indicate they cannot communicate certain information over the phone.
- Once at the school, check in and check out of the office if you will be inside the building beyond our lobby.
- Wear your temporary ID in a visible place on your clothing.

Please be patient with our staff during all identification procedures. Our goal is to provide you with the best customer service while we safeguard student information.

Please, keep all household information current, including email, home address, and phone numbers. Fill out all necessary forms when granting permission and rights to others who can speak on behalf of your student.

Pupil Information/Change of Address

If your last name, street address, email, or telephone number changes at any time during the school year, notify the office immediately. It is very important to keep records up to date and also to be able to contact a parent or guardian in the case of an emergency. The student information change form is available in the office. Forms must be submitted with proper identification.

Health Office/Immunizations

In accordance with Nevada Revised Statute 392.435, unless a student is excused because of religious belief or medical condition, a child may not be enrolled in [insert school name], a public charter school, unless the student's parents or guardian submit to the registrar of the school a certificate stating that the child has been immunized against diphtheria, pertussis (whooping cough), tetanus, poliomyelitis (polio), rubella (German measles), rubeola, and other such diseases as the local Board of Health or State Board of Health may determine, and has received proper boosters for that immunization, or is complying with the schedules established pursuant to NRS 439.550, which are as follows:

5 DTaP/DPT (Minimum age: 6 weeks) if series was started before age 7

- 1st and 2nd dose & 2nd and 3rd dose must be separated by 4 weeks
- 5th dose not needed if 4th dose given on or after 4th birthday
- Final dose at least 6 months after the previous dose (on or after the 4th birthday)
- See Tdap for catch up schedule if series started age 7 or older**

2 Hepatitis A (Minimum age: 12 months)

- 2nd dose must be given at least 6 months after the 1st dose.
(Required for students new to Nevada or District after July 1, 2002)

3 Hepatitis B (Minimum age: Birth)

- 1st and 2nd dose must be separated by 4 weeks
- 2nd and 3rd dose must be separated by at least 8 weeks
- 3rd dose at least 16 weeks after the 1st dose. (Minimum age for 3rd dose: 24 weeks) (Required for students new to Nevada or District after July 1, 2002)

2 MMR (Minimum age: 12 Months)

- 1st and 2nd dose must be separated by at least 4 weeks
- 2nd not required until on or after the 4th birthday, but may be given sooner if separated by at least 4 weeks

4 Polio/IPV/OPV (Minimum age: 6 weeks)

- 1st and 2nd dose & 2nd and 3rd dose must be separated by 4 weeks
- 4th dose not needed if 3rd dose given on or after 4th birthday
- If both OPV and IPV were administered as part of a series, a total of 4 doses are needed regardless of child's age
- Final dose at least 6 months after the previous dose (on or after 4th birthday)

1 Tdap **

- Required for 7th grade enrollment and all students grade 8th – 12th
**Catch up schedule – Students age 7 or older, who are not immunized with the childhood DTaP/DPT vaccine series, should receive Tdap vaccine as the initial dose in the catch up series. If additional doses are needed, use Td vaccine.
- months of age. Dose 3 and 4 must be 6 months apart.
- A total of 3 doses DTaP/DTP/Td/Tdap combination is needed if the first dose is given at 12 months and older. Dose 2 and 3 must be 6 months apart.

1 MCV4/Meningitis

- A child enrolling in seventh (7th) grade in a Nevada public or private school after June 30th, 2017 must receive an immunization against Neisseria meningitidis (meningitis) in the form of a quadrivalent meningococcal conjugate vaccine (MCV4).
- The child receiving at least one dose of MCV4 on or after age 10 years of age is considered compliant.
- This new requirement does not apply to students enrolled in a Nevada public or private school before July 1st, 2009 but does apply to students new to Nevada in grades 8-12.

2 Varicella/Chicken Pox (Minimum age: 12 months)

- 1st and 2nd dose should be separated by at least 3 months for age ≤ 12 years, however dose is valid if separated by 4 weeks.
- 13 years and older 1st and 2nd dose must be separated by 4 weeks.
- Physician verification of past disease required for exemption
(Required for students new to Nevada or District after July 1, 2011)

The certificate must show that the required vaccines and boosters were given and must bear the signature of a licensed physician or the physician's designee or a registered nurse or the nurse's designee, attesting that the certificate accurately reflects the child's record of immunization.

Conditional Enrollment – A child may enter school conditionally if the parent or guardian submits a certificate from a physician or local health officer that states the child is receiving the required immunizations. If a certificate showing the child has been fully immunized is not submitted within 90 school days of the conditional enrollment, **THE CHILD WILL BE EXCLUDED FROM SCHOOL AND THE CHILD'S SEAT AT THE SCHOOL WILL BE RELEASED.**

****The certificate showing proper immunization or the certificate for conditional enrollment must be received by the school no later than 3:00pm on the school day prior to the first day the child is scheduled to attend his or her first class at [insert school name]. FAILURE TO DO SO WILL RESULT IN THE CHILD'S SEAT AT THE SCHOOL BEING RELEASED.**

Student from Out-of-State – For a child that is transferring from out of State due to military transfer of the child's parent, the parents must submit a certificate signed by a physician or a local health officer showing:

- 1) If the Nevada immunization requirements shown above can be met with one visit to a physician or clinic, a certificate showing full immunization must be submitted within 30 days of enrollment; or
- 2) If the certificate shows that the Nevada immunization requirements shown above cannot be met with one visit to a physician or clinic, a certificate showing the student is receiving full immunization must be submitted within 30 days of enrollment. The parent must then submit a second certificate showing full immunizations within 120 of enrollment.

****FAILURE TO SUBMIT THESE REQUIRED CERTIFICATES IN THE TIME FRAMES INDICATED WILL RESULT IN THE CHILD BEING EXCLUDED FROM SCHOOL AND THE CHILD'S SEAT AT THE SCHOOL BEING RELEASED.**

Students who become ill at school will be sent to the school health aide. The parent/guardian will be contacted if the student cannot return to class. For the protection of each student, adults must show identification and sign the student out. That adult's name must be on the student's school record, or the student will not be released.

If your child requires medication during their weekly in-school class session, please contact the school health aide or office manager for necessary procedures.

Police Visitation/Use by School

It is the philosophy and belief of the administration at TEACH LV Charter Schools that the responsibility for dealing with student discipline violations rests with the school. Thus, every effort will be made to deal with issues in-house, according to the policies and procedures established by the school. However, the police will be called to assist when violations of state laws or municipal ordinances occur or when security of persons or property appears to be in jeopardy.

Student Dress Code

TEACH Las Vegas will be following a policy of standard student attire. Wearing standard student attire, students will become part of a team. It is this team effort and sense of belonging that will help students experience a greater sense of identity and promote academic excellence.

It is the parent's responsibility to ensure that students come to school clean and properly dressed. Apparel must meet with health and safety codes, be in good repair, and be considered appropriate for the educational process. Any questions concerning appropriateness of dress will be handled on an individual basis. For Lost and Found purposes, please be sure to include your student's name on the tags of all of their clothing.

Article of Clothing	Color	Description
Pants/ Shorts/skirts	BLACK ONLY	<ul style="list-style-type: none"> Uniform pants must be black pants. No tears, rips, or holes. Shorts must be at least fingertip length and may not be cut-offs and no patterns. No sweat pants. Sagging and oversized pants are not allowed.
Shirts	K - PURPLE 1ST - ROYAL BLUE 2ND - FOREST GREEN 3RD - BURGUNDY 4TH - LIGHT BLUE 5TH - GRAY 6th - 8th - BLACK	<ul style="list-style-type: none"> Must be purchased at the specified uniform store and have the TEACH logo. The TEACH monogrammed logo must be visible at all times. Uniform color MUST follow the color selection by grade level.

The following provides a general guideline for *appropriate* student shoe attire:

- Shoes with soles must be always worn. Open-toed footwear is discouraged due to safety concerns, but if they are going to be worn, it must have a heel strap.

Cell Phones, Student Telephones, Phone Use

Cell phones and smart technology are tools we use to live our lives and tools that our children must learn to manage. Life requires periods of concentration, listening, and learning without the tether of

personal technology. We are asking for family and student support as we seek to fulfill our obligation to provide our students with an excellent education.

A telephone available for student use is located inside the school office.

Elementary Student Cell Phone Policy

- Cell phones are NOT to be used during instructional hours unless allowed by the teacher.
- Cell phones MUST be kept silenced or in the OFF position.
- Pictures and videos ARE NOT to be taken AT ANY TIME.
- Texting and social media are considered the same as cell phone use.
- Cell phones MAY NOT be used during recesses or lunch.

Middle School Student Cell Phone Policy

Cell phones are not to be used during instructional hours unless allowed by the teacher. At the beginning of the school year, all middle school students will be assigned a personal Yonder Pouch, similar to being assigned a textbook. **It is the student’s responsibility to bring their pouch to school every day.** At the beginning of each day, students will be asked to take out their phones and place them on Airplane mode or turn them off. The Yonder pouch will be unlocked and students will place their phones into their pouch. The pouch will then be locked. Students maintain possession of their pouch and cell phones throughout the day but will be unable to access their phones until the pouch is unlocked. At the end of the school day, the pouch will be unlocked, the phone removed, and the pouch locked. Each student will be responsible for bringing their Yondr pouch to school each day. **If the student fails to bring their pouch to school, their phone will be confiscated and parents will be notified to come pick up the phone from the front office during school office hours.**

The pouch is a school issued supply. Students will be responsible to pay \$30 in the event of damage, loss or vandalism (drawing, writing, changing the appearance of the pouch, etc.).

Cell Phone Progressive Discipline Policy

1st Confiscation	<ul style="list-style-type: none"> ● Minor Infraction ● Phone confiscated and taken to front office ● Parent will be required to pick up the phone from the front office during school office hours
2nd Confiscation	<ul style="list-style-type: none"> ● Major infraction ● Required Parent Conference ● Phone confiscated and taken to the front office ● Parent will be required to pick up the phone from the front office during school office hours and attend a Required Parent Conference (RPC)
3rd Confiscation	<ul style="list-style-type: none"> ● Major infraction ● Suspension

	<ul style="list-style-type: none"> ● Phone confiscated and taken to the front office ● Parent will be required to pick up the phone from the front office during school office hours and attend a re-entry Suspension Conference ● Loss of phone privileges will occur requiring student to either leave the phone at home or turn in the phone to the front office each school day.
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Money and Valuables/Lost and Found

Please do not bring money to school. Expensive items and personal electronics should not be brought to school. All personal items should always be in possession of the owner. The school cannot accept responsibility for stolen money or other items.

For electronic and personal items, the lost and found department is in the main office. Please check with the receptionist for any lost items. Lost clothing/backpacks will be stored in the MPR.

Student Activities and Field Trip Policies

School sponsored activities that take place on campus or in locations other than TEACH LV’s campus are governed by the same policies and regulations as those during normal school attendance. The policies concerning dress code, behavior, transportation, the use of tobacco and other controlled substances, communication with the teacher and office staff, mobile phones, the possession of money and valuables, and food/drink are all in force, unless specifically altered for the event (i.e., the food and drink policies may be changed if the activity is seeing a movie at a movie theater.)

Posters and Announcements

Any posters or announcements to be displayed on the TEACH LV Charter School campus must be approved by an administrator.

Fire Drills/Shelter in Place Drills/Safety Drills

The signal for a fire drill is the sounding of a shrill fire horn. Your cooperation is needed to clear the building as efficiently and safely as possible. Use the exit posted on the emergency exit map in the classroom while carefully following teacher instructions. Students are to remain outside the building until a signal is given. For shelter-in-place and all other safety drills, follow your teacher’s instructions.

It is expected that parents and other adults that are visiting campus or waiting in the lobby, fully participate in these events whether they are a drill or an actual emergency.

Student Property Searches

Desks, lockers, computers, or other items that belong to TEACH LV Charter Schools, to which students are allowed a limited right of use, are subject to search at any time. Students shall be given prior notice that they have no expectation of privacy when using school-assigned property and that routine searches may be expected.

Searches of a student's person or possessions while at school must be reasonable and must follow TEACH LV Charter School's written policy.

TEACH LV Charter School of Nevada Disciplinary Procedures 2022-2023

TEACH LV Charter Schools of Nevada has established the following discipline plan for the restorative and progressive discipline of pupils and onsite review of disciplinary decisions. Restorative justice means nonpunitive intervention and support provided by the school to a pupil to improve the behavior of the pupil and remedy any harm caused by the pupil (AB 168). Restorative disciplinary practices include holding a pupil accountable for his or her behavior; restoration or remedies related to the behavior of the pupil, relief for any victim of the pupil; and changing the behavior of the pupil (SB 89). The plan was approved by the TEACH LV Board of Directors and developed with the input and participation of site administrators, teachers, other educational (counselors, strategists, social workers, special education, and specialists) and support personnel, and the parents and guardians of pupils who are enrolled in the school. The plan has been developed in accordance with written rules of behavior prescribed in NRS 392.463, NRS 392.4644, and NRS 392.466.

It includes, without limitation, provisions designed to address the specific disciplinary needs and concerns of TEACH LV Charter Schools. The plan provides for the temporary removal of a pupil from a classroom in accordance with NRS 392.4645. This plan was reviewed, and revisions suggested and submitted to the TEACH LV Board of Directors by the Discipline Committee, consisting of administration, teachers, other educational personnel, support staff personnel, and parents. A copy of this plan is provided for every staff member and is included in the student/parent handbook, which is posted electronically on the school website for public inspection.

TEACH LV Charter School of Nevada holds the following beliefs and policies concerning student disciplinary procedures.

- ❖ Each student is a person deserving of the opportunity to correct their wrongdoings and to learn from their mistakes.
- ❖ Each staff member develops positive relationships with students, helping create a supportive environment where students thrive personally and academically.
- ❖ Students are held accountable for his or her behavior.
- ❖ A fair and thorough investigation will be conducted, including an attempt to discover underlying issues associated with the offense.
- ❖ A plan of action based on restorative justice will be designed for students with the goal to address underlying issues associated with the offense, change and/or improve the behavior of the student and remedy or "make right" any harm caused by the student to others.
- ❖ The feelings of the person harmed by a student's behavior or actions must be considered in the plan of action.
- ❖ Continued support will be provided to both the person harmed and the offender.
- ❖ Search methods and investigatory techniques must comply with the appropriate TEACH LV policies and regulations.
- ❖ The Restorative Plan of Action, including progressive disciplinary action, must be commensurate with the severity of the offense(s).
- ❖ A student's Restorative Plan of Action, academic and disciplinary chronology must be considered, except in the event of mandatory expulsion offenses as provided for in Nevada Revised Statutes.
- ❖ The school's administration is provided, by TEACH LV's Board of Directions, with the authorization and discretion to make and implement disciplinary decisions and interventions,

including but not limited to, suspension and recommendations for expulsion, except for mandatory expulsion offenses required by Nevada Revised Statutes, for all general education students over and not including the age of ten (10) years of age. The Board of Directors must review the circumstances and approve suspensions and expulsions of students with IEPs and students under the age of eleven (11).

- ❖ Such interventions may include, but are not limited to, the following: Restorative Plan of Action, behavior contract, group and individualized counseling, Required Parent Conferences (RPC), temporary assignment to an alternative placement, intervention with social workers, parent conferences, and attendance notification.
- ❖ RPC means that either a student-administrator conference (in the case of a student who is 18 or older) or a parent-student-administrator conference will take place. At the time of notice, the school administrator will specify if the required meeting must be held **prior to the student's return** to campus OR if the student **may continue to attend** school on campus until the meeting is held.
- ❖ The student should be present whenever possible.
- ❖ All parent conferences held because of student disciplinary issues will include students/parents being given notice of the charges against him or her, an explanation of the evidence, and an opportunity for the administrator to hear information and a defense from the student/parent (a hearing). A parent conference must be held prior to a suspension.
- ❖ TAP means Temporary Alternative Placement, which can be either off-site in the online environment only or can be onsite with the direct supervision of a teacher, the school counselor, the school social worker or the school administrator. The TAP will not include the use of technology if the disciplinary issue has violated the TEACH LV Charter School's Acceptable Use Policy. Students who violate the TEACH LV Acceptable Use Policy will access the curriculum offline until such time it is approved by the TEACH LV Administration to return to the online educational setting.
- ❖ Every attempt must be made to contact a parent/guardian for each significant offense. Parents must be provided with written notification for all Restorative Plans of Action and disciplinary actions.
- ❖ Suspensions may be assigned at the discretion of the principal, up to a maximum of ten school days, for general education students over the age of eleven (11). Students with IEPs may be assigned suspensions up to a maximum of five (5) school days for each occurrence of misconduct, with the review and approval of the Board of Directors.
- ❖ Referrals of expulsion require formal due process. Due process includes a parent conference, which will include notice of the charges against the student, an explanation of the evidence, an opportunity for the administrator to hear information and a defense from the student/parent (a hearing), and an opportunity for appeal. An appeal can be made to the Superintendent of TEACH LV Charter Schools, and then to the Board of Directors of TEACH LV Charter Schools.
- ❖ If the administrator believes a crime may have been committed, law enforcement must be notified. Records of police involvement must be requested and maintained. Any criminal action taken by law enforcement is separate, and not always parallel to administrative action taken by the school.
- ❖ **For special education and 504 students**, IEP behavior plans, and other modifications must be followed in accordance with state and federal law. Additionally, a manifestation determination and functional behavioral assessment must be conducted if the student's behavior is, or will potentially, inhibit the student's access to FAPE.

Possession of a Firearm or Dangerous Weapon

- ❖ A student who is found to be in possession of a firearm or dangerous weapon will be removed from the school immediately upon being given an explanation of the reason for the removal and pending proceedings.
- ❖ The first occurrence of possession of a firearm or dangerous weapon (as defined in NRS 392.466.11 (b) and (c)) requires a mandatory one-year minimum expulsion from TEACH LV Charter School. A second occurrence requires a permanent expulsion from the school. (NRS 392.466.3).
- ❖ For students with IEPs, see section labeled Special Education Students.

Removal to Another School

- ❖ If TEACH LV is unable to retain a student due to safety concerns OR if it is not in the best interest of the student, the student may be suspended, expelled, or returned to the Clark County School District for placement in a school.

Students Charged with a Crime

- ❖ If a student has been charged with a crime, the TEACH LV Board of Directors may authorize the expulsion, suspension, or removal of a student regardless of the outcome of criminal or delinquency proceedings ONLY if the school (1) conducts an independent investigation of the student's conduct, AND (2) gives notice to the student of the charges brought by the school against the student.

HABITUAL DISCIPLINARY PROBLEM CRITERIA

- ❖ A student will be considered a Habitual Disciplinary Problem if written evidence documents that within one school year the student has:
 1. Threatened or extorted, or attempted to threaten or extort, another student or school employee two or more times; or
 2. Has a record of five suspensions for any reason
 3. Has not entered and participated in a behavior plan
- ❖ If a student is suspended, the school shall develop a plan of behavior (plan of action based on restorative justice) for the student in consultation with the student and the parents/guardians of the student. The plan must be designed to attempt to prevent the student from being deemed a habitual disciplinary problem.
- ❖ A school must make a reasonable effort to complete a plan of action based on restorative justice prior to the suspension or expulsion of a student deemed a habitual disciplinary problem.
- ❖ If a student is deemed to be a habitual disciplinary problem and is at least 11 years old, the student may be suspended from school for a period not to exceed one school semester as determined by the seriousness of the acts which were the basis for the discipline, or expelled from school under extraordinary circumstances as determined by the principal of the school, if and only if the school has made a reasonable effort to complete a plan of action based on restorative justice.

Habitual Disciplinary Declaration

If at least one elementary school teacher of a pupil or two middle or high school teachers of a pupil enrolled at TEACH LV Charter School request that the principal of the school deem a student a Habitual Disciplinary Problem, the principal will meet with each teacher to review the student's discipline record. If, after the review, the principal determines the student does not meet the criteria of a Habitual Disciplinary Problem, the teacher(s) submitting the request may appeal that determination to the Superintendent of TEACH LV Charter Schools or to the TEACH LV Board of Directors.

Procedures for Criteria # 1

TEACH LV Charter Schools will process threats, extortion incidents, or any attempt thereof using existing bullying and expulsion procedures. However, to be considered a Habitual Disciplinary Problem under current statute, the act of threatening or extorting, or attempting to threaten or extort, must have been documented at least twice during one school year. Habitual Disciplinary Problem language will be included in addition to identifying the infraction when preparing expulsion paperwork. TEACH LV Charter School will provide a written notice seven days prior to declaring a student a Habitual Disciplinary Problem to the parent or legal guardian that contains:

- 1) A description of the act(s).
- 2) Dates on which the act(s) were committed.
- 3) An explanation that pursuant to NRS 392.466, a student declared a Habitual Disciplinary Problem may be suspended from school for a period not to exceed one school semester as determined by the seriousness of the acts which were the basis for the discipline or expelled from school under extraordinary circumstances as determined by the principal and the Superintendent of TEACH LV Charter Schools.

A student who is determined to have documented infractions in the progression of those identified under statute relevant to Habitual Disciplinary Problem may enter into a voluntary plan of behavior (restorative plan of action) designed to prevent the student from being deemed a Habitual Disciplinary Problem and may include, without limitation:

- 1) A plan for graduating if the student is credit deficient and not likely to graduate according to schedule
- 2) Information on alternative schools
- 3) A voluntary agreement by the student and parent/guardian to attend counseling
- 4) A voluntary agreement by the student and the parent/guardian for the student to attend summer school or other credit retrieval programs offered by TEACH LV Charter School.

If the student commits the same act for which the notice was provided after he/she enters into a plan of behavior (restorative plan of action), the student shall be deemed to have not successfully completed the plan of action and may be deemed a Habitual Disciplinary Problem.

Procedures for Criteria #2

Following a student's fourth suspension, TEACH LV Charter Schools will provide written notice to the parent or legal guardian that contains:

- 1) Description of the act committed by the pupil.

- 2) Date the act was committed.
- 3) An explanation that if the student is suspended five times within one school year, the student will be deemed a Habitual Disciplinary Problem.
- 4) An explanation that pursuant to NRS 392.466, a student declared a Habitual Disciplinary Problem may be suspended from school for a period not to exceed one school semester as determined by the seriousness of the acts which were the basis for the discipline or expelled from school under extraordinary circumstances as determined by the principal of the school.

If the referral is contested, due process will occur. The last level of appeal for these students is the Superintendent of TEACH LV Charter Schools.

Plan of Behavior/Restorative Plan of Action Prior to Declaration

Before a student is deemed a Habitual Disciplinary Problem, if, within one school year, a student is suspended one time for threatening or extortion, or attempting to threaten or extort, another student or school employee; or if the student has been suspended four times, a plan of behavior/restorative plan of action will be developed with the parent and student. A student may enter one plan of action per school year. The plan, without limitation, may include a voluntary agreement for:

- 1) A plan for graduating if the student is credit deficient and not likely to graduate according to schedule
- 2) Information on alternative schools
- 3) A voluntary agreement by the student and parent/guardian to attend counseling
- 4) A voluntary agreement by the student and the parent/guardian for the student to attend summer school or other credit retrieval programs offered by TEACH LV Charter School.

If the student violates the conditions of the plan of behavior/restorative plan of action or commits the same act for which notice was provided (i.e., commits a second extortion or attempted extortion; or receives a fifth suspension) after he/she enters into a plan of action, the student shall be deemed a Habitual Disciplinary Problem.

The parent/legal guardian of a student who has entered a plan of action may appeal the contents of the restorative plan of action to the Superintendent of TEACH LV Charter Schools.

Due Process Notification

TEACH LV Charter Schools will provide due process notification to each parent at least seven days before the school deems the student a Habitual Disciplinary Problem.

AB 521 REFERRAL

AB 521 is an option teachers have for a student who has engaged in behavior that seriously interferes with the ability of the teacher to teach and the other students to learn. Before a student's behavior reaches this level of severity, the teacher must attempt to correct the student's behavior through intervention and progressive discipline. According to AB 521, progressive discipline must be followed in the classroom before requesting that a student be temporarily removed. Teachers will complete the following interventions before submitting an AB 521 referral:

1. Conference with the student.
2. Parent contact by phone.
3. If the student's family has no phone, a copy of the parent contact form must be mailed home.
4. Counselor/Social Worker referral.

5. Referral to school administrator for disruptive behavior.

These steps must be documented, and documentation must be submitted with an AB 521 referral.

Assembly Bill 521 (Temporary removal of a student)

The TEACH LV Charter School of Nevada Discipline Plan provides for the temporary removal of a student from a classroom if, in the judgment of the teacher, the student has engaged in behavior that **seriously** interferes with the ability of the teacher to teach the other students in the classroom and with the ability of the other students to learn.

Progressive discipline will be followed within the classroom as explained and may include such things as verbal warning, parent contact, counselor/school social worker referral, and administrative referral. If a student is removed by the teacher, the administrator will explain to the student the reason for the removal, and the student will have an opportunity to respond. The administrator will contact the parent within 24 hours. A temporary, alternative placement (off-site in the online environment only OR be onsite with the direct supervision of a teacher, the school counselor, the school social worker, or the school administrator) will be given to the student unless the student is suspended or expelled for disciplinary action.

A conference with the student, parent, administrator, and teacher will be held within three days of the incident. Since it was the teacher that ordered the removal of the student, not the administrator, during the conference, the teacher must provide a rationale for the reasons for the removal, and the parent must be given an opportunity to respond. Upon completion of the conference, the administrator will recommend whether the student returns to the classroom or remains in alternative placement for additional time. If the administrator recommends that a student be returned to the classroom from which he/she was removed and the teacher who removed the student does not agree with the recommendation, the administrator shall continue with the temporary alternative placement and will immediately convene a meeting of the AB 521 Committee. The parent will be informed of the meeting.

The committee will convene to review temporary alternative placement. If the committee membership includes the teacher who removed the student, that teacher shall not participate in the deliberation on that case. The AB 521 Committee will review the circumstances of the student's removal and behavior. Based upon its review, the committee shall assess the best placement available for the student and shall, without limitation 1) Direct that the student be returned to the classroom from which he was removed; 2) Assign the student to another classroom; 3) Assign the student to continue in an alternative placement (TAP) 4) Recommend suspension or expulsion in accordance with NRS 392.467; or 5) Take any other appropriate disciplinary action that the committee deems necessary.

SPECIAL EDUCATION STUDENTS

1. A student with an IEP who is at least 11 years old may be removed from a school, suspended, or expelled only after the TEACH LV Charter School Board of Directors has reviewed the circumstances and determined that the action is in compliance with the Individuals with Disabilities Education Act (IDEA), except in the case of possession of a firearm or dangerous weapon by a

student.

2. Suspension of a student with an IEP is limited to 1-5 days for each occurrence of misconduct.
3. As with general education students, a student with an IEP who is younger than 11 years old must not be permanently expelled except under extraordinary circumstances, in which case a school may request an exception to this prohibition from the district Board of Trustees.
4. If a student with an IEP has committed battery of an employee of a school, the employee may appeal the plan of action based on restorative justice if (1) the employee feels that any action taken pursuant to the plan are inappropriate; and (2) the TEACH LV Board of Directors has reviewed the circumstances and determined that the appeal is in compliance with Individuals with Disabilities Education Act (IDEA).
5. A student with an IEP who is at least 11 years old who is found to be in possession of a firearm or a dangerous weapon may be removed from the school immediately upon being given an explanation of the reasons for their removal and pending proceedings. A student with an IEP who is ten (10) years older and younger cannot be removed from school immediately; this age limitation does not apply to general education students.

TEACH LV Charter School Restorative Discipline Plan

The Restorative Plan of Action is a list of the concrete agreements (or actions) that come out of restorative practices (most typically harm circles, circles of support, or re-entry circles and restorative conferences).

Criteria for the Restorative Action Plan shift our responses from behaviors and punishment to repairing a harm. It should include 3 elements:

- 1) Restoration: Actions to be taken to repair the harm – the hurt, to “make it right” as much as possible in ways that address the needs and priorities of the victims and affected community members.
- 2) Reintegration: Actions taken to re-connect and re-engage offenders—those whose behaviors have harmed or hurt relationships. Healing actions.
- 3) Support and nurturing strategies: Actions to be taken to strengthen connections to supportive persons and communities. Actions to be taken to strengthen wrongdoers and reduce the likelihood the behavior will be repeated.

Restorative Actions are developed collaboratively and engage the person(s) who have done harm, and person(s) impacted by the harm. It may also include family, friends and supports for the harm doer, victims, and community members.

TEACH LV Charter School Restorative Discipline Plan				
	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE	FOURTH OFFENSE
Alcohol Possession/Use (May Involve Police)	RPC/ Possible Restorative Action Plan School Counselor School Nurse (Controlled Substance Under the Age-21)	RPC/ Restorative Action Plan/ Possible SUS School Counselor and/or School Social Worker School Nurse Enrollment in Drug/Alcohol Program	RPC/ SUS/ Possible TAP/ Possible Expulsion School Counselor and/or School Social Worker School Nurse Enrollment in Drug/Alcohol Program	RPC/ SUS Pending Expulsion
Arson (Involve Police)	RPC/ Restorative Action Plan/ SUS/ Possible TAP, Possible Expulsion or RAS	RPC/ SUS Pending Expulsion		
Assault (May Involve Police)	RPC/ Restorative Action Plan/ SUS/ Possible TAP, Possible Expulsion or RAS	RPC/ Review or Revise Restorative Action Plan/ SUS/ Possible TAP/ Possible Expulsion or RAS	RPC/ SUS Pending Expulsion	
Automobile Misuse	RPC/ Possible Restorative Action Plan May Revoke Automobile Privileges	RPC/ Restorative Action Plan/ possible SUS May Revoke Automobile Privileges	RPC/ SUS Revoke Automobile Privileges Possible TAP Enrollment in Driver's Education Class	RPC/ SUS Pending Expulsion
Battery - Student (May Involve Police)	RPC/ Restorative Action Plan/ SUS/ Possible TAP, Possible Expulsion or RAS	RPC/ Review or Revise Restorative Action Plan/ SUS/ Possible TAP/ Possible Expulsion or RAS	RPC/ SUS Pending Expulsion	
*Battery - Employee (May Involve Police)	RPC/ Restorative Action Plan/ SUS/ Possible TAP, Possible Expulsion or RAS	RPC/ SUS Pending Expulsion		

<p>Bullying/Cyber Bullying</p>	<p>Follow ALL NRS 388 Guidelines on Reporting Bullying/Cyber Bullying</p> <p>RPC/ Restorative Action Plan/ Possible SUS</p> <p>School Counselor or School Social Worker</p>	<p>Follow ALL NRS 388 Guidelines on Reporting Bullying/Cyber Bullying</p> <p>RPC/ Review or Revise Restorative Action Plan/ SUS/ Possible TAP</p> <p>School Counselor or School Social Worker</p>	<p>Follow ALL NRS 388 Guidelines on Reporting Bullying/Cyber Bullying</p> <p>RPC/ SUS/ TAP</p> <p>School Counselor or School Social Worker</p>	<p>Follow ALL NRS 388 Guidelines on Reporting Bullying/Cyber Bullying</p> <p>RPC/ SUS/ TAP/ Possible Expulsion</p>
<p>Campus Disruption (May involve police)</p>	<p>RPC/ Restorative Action Plan/ Possible SUS/ Possible TAP/ Possible Expulsion</p>	<p>RPC/ Review or Revise Restorative Action Plan/ SUS/ Possible TAP/ Possible Expulsion or RAS</p>	<p>RPC/ SUS Pending Expulsion</p>	
<p>Classroom Disruption (Minor)</p> <p>see last page</p>	<p>Classroom Progressive Discipline</p> <p>Parent Contact</p>	<p>RPC/Restorative Action Plan</p>	<p>RPC/Review or Revise Restorative Action Plan</p> <p>School Counselor</p>	<p>RPC</p> <p>School Counselor or School Social Worker</p> <p>Possible SUS</p>
<p>Classroom Disruption (Major)</p> <p>see last page</p>	<p>RPC</p>	<p>RPC/Restorative Action Plan</p> <p>Possible SUS</p> <p>School Counselor/Social Worker</p>	<p>RPC/Review or Revise Restorative Action Plan/ SUS/ Possible TAP</p> <p>School Counselor/Teacher</p>	<p>RPC/ SUS/ Possible TAP/ Possible Expulsion or RAS</p>
<p>Computer Misconduct</p>	<p>Minor – RPC/ Restorative Action Plan</p> <p>Major- RPC/ Restorative Action Plan/ Possible SUS/ Possible TAP/ Possible Expulsion</p>	<p>RPC/ SUS/ Possible Expulsion/ Possible RAS</p>	<p>RPC/ SUS/ Possible Expulsion/ Possible RAS</p>	<p>RPC/ SUS Pending Expulsion</p>
<p>Controlled Substance Use or Possession (May involve police)</p>	<p>RPC/ Restorative Action Plan</p> <p>(Controlled Substance)</p>	<p>RPC/ SUS/ Possible TAP/ Possible Expulsion</p> <p>School Counselor School Nurse</p> <p>Enrollment in Drug/Alcohol Program</p>	<p>RPC/ SUS /Possible TAP/ Possible Expulsion</p> <p>School Counselor and/or School Social Worker</p> <p>School Nurse</p>	<p>RPC/ SUS Pending Expulsion</p>

Controlled Substance Sale and/or Distribution (Involve police)	RPC/ Restorative Action Plan/ SUS/ Possible TAP, Possible Expulsion or RAS	RPC/ SUS Pending Expulsion		
Controlled Substance Paraphernalia (May involve police)	RPC/ Possible SUS Parent/Student Administrative Conference (Controlled Substance)	RPC/ SUS/ Possible TAP/ Possible Expulsion School Counselor School Nurse Enrollment in Drug/Alcohol Program	RPC/ SUS /Possible TAP/ Possible Expulsion School Counselor and/or School Social Worker School Nurse Enrollment in Drug/Alcohol Program	RPC/ SUS Pending Expulsion
Disorderly Conduct student profanity/ gestures towards students	RPC/ Possible Restorative Action Plan	RPC/ Restorative Action Plan	RPC/ Review or Revise Restorative Action Plan/ SUS/ Possible TAP	RPC/ SUS/ Possible TAP
Distribution of Porn	RPC/ Restorative Action Plan/ SUS/ Possible TAP/ Possible Expulsion	RPC /TAP or SUS Pending Expulsion		
Dress Code	RPC Student/ Counselor Conference	RPC Counselor/ Parent/ Student Conference - Phone call	RPC Counselor/ Parent/ Student/ Administrative Conference	RPC/ Possible SUS Parent/ Student/ Administrative Conference
Explosive Devices (Involve police)	RPC/ SUS Pending Expulsion			
Fighting Physical and/or Physical and Verbal Altercation	RPC/ Restorative Action Plan/ Possible SUS	RPC/ Review or Revise Restorative Action Plan/ SUS/ Possible TAP/ Possible Expulsion or RAS Counselor and/or School Social Worker	RPC/ SUS/ TAP or SUS Pending Expulsion Counselor and/or School Social Worker	RPC/ SUS Pending Expulsion

Fighting Verbal Altercation	RPC/ Possible Restorative Action Plan Conference with the School Counselor Possible Administrative Conference	RPC/ Restorative Action Plan/ Possible SUS	RPC/ SUS/ Possible TAP	RPC/ SUS/ TAP
Forgery (May involve police)	RPC Possible Restorative Action Plan	RPC/ Restorative Action Plan/ Possible SUS/ Possible TAP	RPC /SUS/ Possible TAP/ Possible Expulsion	RPC/ SUS/ Possible TAP/ Possible Expulsion
Gambling	RPC/ Possible Restorative Action Plan (\$\$ involved)	RPC/ Restorative Action Plan/ SUS School Counselor	RPC/ SUS/ Possible TAP Gambling Program/ Counseling	RPC/ TAP or SUS Pending Expulsion
Gang (fighting)	RPC/ Restorative Action Plan/ SUS/ Possible TAP, Possible Expulsion or RAS	SUS Pending EXP		
Gang Activity (Involve police)	RPC/ Restorative Action Plan/ Possible SUS/ Possible TAP	SUS Pending EXP		
Habitual Disregard of School Rules	RPC/ Possible Restorative Action Plan Parent/Student/Counselor Conference	RPC/ Restorative Action Plan/ Possible SUS	RPC/ Possible SUS/ Possible TAP	RPC/ SUS/ Possible TAP/ Possible RAS
Harassment - Threats towards students Harassment - Sexual	RPC/ Restorative Action Plan Harassment Contract Major-RPC/ Restorative Action Plan/ SUS	RPC/ SUS/ Possible TAP/ Possible Expulsion	RPC/ SUS Pending Expulsion	
Immoral Conduct	RPC/ Restorative Action Plan/ SUS/ Possible TAP, Possible Expulsion or RAS	RPC/ SUS Pending Expulsion		

<p>Incitement (May Involve police)</p>	<p>RPC/ Restorative Action Plan/ SUS/ Possible TAP, Possible Expulsion or RAS</p>	<p>RPC/ SUS/ Possible TAP/ Possible Expulsion</p>	<p>RPC/ SUS/ TAP or Expulsion</p>	<p>RPC/ SUS pending Expulsion</p>
<p>Insubordination/Willful Disobedience</p>	<p>Student/ Teacher/ Administrative Conference Possible Parent Contact – RPC</p>	<p>RPC/ Restorative Action Plan/ Possible SUS</p>	<p>RPC/ SUS/ Possible TAP</p>	<p>RPC/ SUS/ Possible TAP/ Possible Expulsion</p>
<p>Leaving Campus/Class without permission</p>	<p>Student/ Administrative Conference RPC - Notify parents by phone Class - Student/Teacher Conference Campus - Truancy Letter</p>	<p>RPC Campus - Truancy Letter</p>	<p>RPC/ Possible SUS Campus - Truancy Letter</p>	<p>RPC/ SUS / Possible TAP Campus - Truancy Letter</p>
<p>Loitering</p>	<p>Conference Student/ Staff</p>	<p>Conference Student/ Teacher/ Counselor/ Intervention Specialist and Parent Contact</p>	<p>RPC Conference Student/ Teacher /Counselor/ Parent/ Intervention Specialist</p>	<p>RPC Conference Student/ Teacher/ Counselor/ Parent/ Administration/ Intervention Specialist/ Possible TAP</p>
<p>Nuisance Items (Minor) Including use of cellular phones/communication devices during instructional /school time Portable Comm. Devices</p>	<p>Student Conference with Teacher and/or Counselor Request nuisance item, including cell phones, be turned off and out of sight Noncompliance-Student/ Administrative Conference</p>	<p>Student/ Administrative Conference Administrator confiscates nuisance item, including cell phone/portable communication device RPC - Notify parents by phone</p>	<p>RPC Student/ Parent/ Administrative Conference Administrator confiscates nuisance item, including cell phone/portable communication device Parent/guardian to pick up nuisance item</p>	<p>RPC Student/ Parent/ Administrative Conference Administrator confiscates nuisance item, including cell phone/portable communication device Parent/guardian to pick up nuisance item Behavior Contract/Plan</p>
<p>Nuisance Items (Major)</p>	<p>RPC Administrator confiscates nuisance item Parent/guardian to pick</p>	<p>RPC Administrator confiscates nuisance item Confiscate until end of</p>	<p>RPC/ SUS/ Possible TAP Confiscate Item until end of school year</p>	<p>RPC/ SUS/ TAP Confiscate Item until end of school year</p>

	up nuisance item	school year		
Possession of Stolen Property (under \$500) (possible police involvement)	RPC/ Restorative Action Plan/ Possible SUS	RPC/ SUS/ Possible TAP/ Possible Expulsion	RPC/ SUS Pending Expulsion	
Possession of a Weapon (non NRS) (may involve police)	RPC/ Restorative Action Plan/ SUS/ Possible TAP/ Possible Expulsion	RPC/ SUS Pending Expulsion		
Possession of a Firearm or Dangerous Weapon (NRS) (Involve police)	RPC/ SUS Pending Expulsion			
Profanity towards Employee	RPC/ Restorative Action Plan/ Possible SUS	RPC/ Possible SUS/ Possible TAP	RPC/ SUS/ Possible TAP	RPC/ SUS/ TAP
Robbery/Extortion (Involve Police)	RPC/ Restorative Action Plan/ SUS/ Possible TAP, Possible Expulsion or RAS	RPC/ SUS pending Expulsion		
Scholastic Dishonesty	RPC Conference with Teacher/ Administrator	RPC Parent/ Student/ Teacher/ Counselor/ Administrative Conference	RPC/ Restorative Action Plan	RPC/ Review or Revise Restorative Action Plan
Sexual Assault (Involve police)	RPC/ SUS Pending Expulsion			
Spraying Propellants (Tear gas, pepper spray, fire extinguisher) (May Involve Police)	RPC/ Restorative Action Plan/ Possible TAP/ Possible SUS Pending Expulsion	RPC/ SUS Pending Expulsion		

Tardies	Conference Student/ Staff	Conference Student/ Teacher/ Counselor/ Intervention Specialist and Parent Contact	RPC Conference Student/ Teacher /Counselor/ Parent/ Intervention Specialist	RPC Conference Student/ Teacher/ Counselor/ Parent/ Administration/ Intervention Specialist
Threats/Verbal Abuse - Student (May Involve Police)	RPC/Restorative Action Plan/ SUS/ Possible TAP Assess the threat	RPC/ SUS/ Possible TAP/ Possible Expulsion	RPC/ SUS Pending Expulsion	
Threats - Employee (May Involve Police)	RPC/ Restorative Action Plan/ SUS/ Possible TAP, Possible Expulsion or RAS Assess the threat	RPC/ SUS Pending Expulsion		
Theft (May Involve police)	RPC/ Restorative Action Plan/ Possible SUS/ Possible TAP, Possible Expulsion or RAS	RPC/ SUS Pending Expulsion		
Tobacco (Possession and/or Use)	Conference with the counselor RPC Confiscate	RPC Student/ Counselor/ Parent/ Administrative Conference Restorative Action Plan Confiscate	RPC Student/ Parent/ Counselor/ Administrative Conference Confiscate Tobacco Cessation Program/ School Nurse	RPC/ Possible TAP Student/ Parent/ Counselor/ Administrative Conference Confiscate
Tuancy	Phone call home from the OCS Office/Teacher of Record or Intervention Specialist	RPC Follow Intervention Notify DMV Plan-Parent Involvement <ul style="list-style-type: none"> ● Teacher ● Counselor ● Social Worker ● Intervention Specialist 	RPC Follow Intervention Plan-Parent Involvement <ul style="list-style-type: none"> ● Teacher ● Counselor ● Social Worker ● Intervention Specialist 	RPC Follow Intervention Plan-Parent Involvement <ul style="list-style-type: none"> ● Teacher ● Counselor ● Social Worker ● Intervention Specialist
Vandalism/Destruction or Defacing Property (May Involve Police)	RPC/ Restorative Action Plan/ Possible SUS/ Possible TAP, Possible Expulsion or RAS	RPC/ SUS/ Possible TAP/ Possible Expulsion	RPC/ SUS Pending Expulsion	

Minor Classroom Disruptions - Sample minor infractions may include but are not limited to:

- annoying fellow students
- being rude
- disrespectful behavior
- eating or drinking in class
- horseplay
- making derogatory comments
- not following teacher directions
- not paying attention
- off-task
- out of seat
- public display of affection
- running/playing around
- talking back
- talking loudly
- talking out of turn

Major Classroom Disruptions - Sample major infractions may include but are not limited to:

- defiance of school personnel
- disorderly conduct
- interference/obstruction with school personnel exercising assigned duties
- verbal abuse

***Battery – Employee**

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

The TEACH LV Board of Directors must review the circumstances and approve suspensions and expulsions of students with IEPs and students under the age of eleven (11).

Bullying and Cyber-Bullying is Prohibited in Public Schools

Bullying and Cyber-bullying: Bullying is defined as “a willful act or course of conduct on the part of one or more pupils which is not authorized by law, and which exposes a pupil repeatedly and over time to one or more negative actions which is highly offensive to a reasonable person and is intended to cause and actually causes the pupil to suffer harm or serious emotional distress. Cyberbullying is bullying through the use of electronic communication.

Bullying can take many forms, such as hitting, verbal harassment, spreading false rumors, not letting someone be part of the group, eye rolls, rude comments and sending nasty messages on a cell phone, internet or website.

OCS is committed to providing all students and employees with a safe and respectful learning environment in which persons of different beliefs, characteristics, and backgrounds can realize their full academic and personal potential. This type of behavior may result in suspension/expulsion. See our website for additional information. Please refer to the Anti-Bullying Pledge that is signed upon enrollment.

Safe and Respectful Learning Environment: Bullying and Cyberbullying

I. Definitions

A. Definition of Bullying

1. Under NRS 388.122, “bullying” means written, verbal or electronic expressions or physical acts or gestures, or any combination thereof, that are directed at a person or group of persons, or a single severe and willful act or expression that is directed at a person or group of persons, and:
 - a. Have the effect of:
 - (1) Physically harming a person or damaging the property of a person; or
 - (2) Placing a person in reasonable fear of physical harm to the person or damage to the property of the person; or
 - b. Interfere with the rights of a person by:
 - (1) Creating an intimidating or hostile educational environment for the person; or
 - (2) Substantially interfering with the academic performance of a student or the ability of the person to participate in or benefit from services, activities or privileges provided by a school; or
 - c. Are acts or conduct described in paragraph (a) or (b) and are based upon the:
 - (1) Actual or perceived age, race, color, national origin, ethnicity, ancestry, religion, gender identity or expression, sexual orientation, physical attributes, physical or mental disability of a person, sex, or any other distinguishing characteristic or background of a person; or
 - (2) Association of a person with another person having one or more of those actual or perceived characteristics.
2. The term includes, without limitation:

- a. Repeated or pervasive taunting, name-calling, belittling, mocking or use of putdowns or demeaning humor regarding the actual or perceived age, race, color, national origin, ethnicity, ancestry, religion, gender identity or expression, sexual orientation, physical attributes, physical or mental disability of a person, sex, or any other distinguishing characteristic or background of a person.
 - b. Behavior that is intended to harm another person by damaging or manipulating his or her relationships with others by conduct that includes, without limitation, spreading false rumors.
 - c. Repeated or pervasive nonverbal threats or intimidation such as the use of aggressive, menacing, or disrespectful gestures.
 - d. Threats of harm to a person, to his or her possessions, or to other persons, whether such threats are transmitted verbally, electronically, or in writing.
 - e. Blackmail, extortion, or demands for protection money or involuntary loans or donations.
 - f. Blocking access to any property or facility of a school.
 - g. Stalking; and
 - h. Physically harmful contact with or injury to another person or is or her property.
- B. Under NRS 388.123, “cyberbullying” means bullying through the use of electronic communication. The term includes the use of electronic communication to transmit or distribute a sexual image of a minor. As used in this section, “sexual image” has the meaning ascribed to it in NRS 200.737 which is any visual depiction, including, without limitation, any photograph or video of a minor simulating or engaging in sexual conduct, or of a minor as the subject of a sexual portrayal.
- C. Under NRS 388.124, “electronic communication” means the communication of any written, verbal or pictorial information through the use of an electronic device, including, without limitation, a telephone, a cellular phone, a computer, or any similar means of communication.
- D. A student who is a minor who knowingly and willfully transmits or distributes an image of bullying, electronically or using another means, with the intent to encourage, further, or promote bullying:
- 1. For a first violation is considered a child in need of supervision, as that term is used in Title 5 the NRS.
 - 2. For a second or subsequent violation, commits a delinquent act, for which a court may order the detention of the minor in the same manner as if the minor had committed an act that would have been a misdemeanor if committed by an adult.

II. Reporting of Bullying and Cyberbullying

A. Students

It is the policy of TEACH LV Charter Schools to encourage students who are subjected to, witness, or overhear incidents of bullying and cyberbullying to report such incidents. Students should report any incident(s) of bullying and cyberbullying to a teacher, counselor, or school

administrator. Students are also encouraged to report knowledge of bullying and/or cyberbullying via the Nevada Department of Education Website under the Bully Free Zone that allows individuals to anonymously report unlawful activities. However, students should be aware that the Website may not be monitored after school hours, or during weekends and holidays.

Please refer to the full text of the provision of [NRS 388.121](#) to [388.1395](#) at the end of this handbook.

Rights and Responsibilities

TEACH LV Schools recognize the following:

- The primary intent of society in establishing the public schools is to provide an opportunity for learning
- The students have full rights of citizenship as delineated in the United States Constitution and its amendments
- Citizenship rights must not be abridged, obstructed, or in other ways altered except in accordance with due process of law; and
- Education is one of these citizenship rights. The liberty of the individual must be thus far limited: the student must not infringe upon the rights of others to an education.

Definitions of Rights and Responsibilities

Students at TEACH LV Charter Schools have the basic constitutional rights guaranteed to all citizens. In exercising these rights, students have a responsibility to respect the fundamental rights of all citizens. One purpose of schools is to encourage the responsible use of these rights and develop good citizenship within the framework of an educational society. The school is a community and the rules of a school are the laws of that community. To enjoy the right of citizenship in the school, students must also accept the responsibilities of citizenship.

This handbook presents the rights and responsibilities of the students in the TEACH LV Charter Schools. It has been written by the school administration and approved by the board of directors.

Right to Freedom from Discrimination Based on Race, Creed, National Origin, Sex, or Physical Disability

It is the policy of TEACH LV Charter Schools to comply with the constitutional right that no person shall be denied the benefits of an educational program on the basis of race, creed, national origin, sex, or physical disability.

If you have complaints in this regard, you are asked to notify Tim Lorenz, Superintendent of Schools, TEACH LV Charter Schools of Nevada.

CODE OF HONOR

There is a clear expectation that all students will perform academic tasks with honor and integrity, with the support of parents, staff, faculty, administration, and the community. The learning process requires students to think, process, organize, and create their own ideas. Throughout this process, students gain knowledge, self-respect, and ownership in the work that they do. These qualities provide a solid foundation for life skills, impacting people positively throughout their lives. Cheating and plagiarism violate the fundamental learning process and compromise personal integrity and one's honor. Students demonstrate academic honesty and integrity by not cheating, plagiarizing or using information unethically in any way.

What is cheating?

Cheating or academic dishonesty can take many forms, but always involves the improper taking of information from and/or giving of information to another student, individual, or other source. Examples of cheating can include, but are not limited to:

- Taking or copying answers on an examination or any other assignment from another student or other source
- Giving Answers on an examination or any other assignment to another student
- Copying assignments that are turned in as original work
- Collaborating on exams, assignments, papers and/or projects without specific teacher permission
- Allowing others to do the research or writing for an assigned paper
- Using unauthorized electronic devices
- Falsifying data or lab results, changing grades manually or electronically

What is plagiarism?

Plagiarism is a common form of cheating or academic dishonesty in the school setting. It is representing another person's works or ideas as your own without giving credit to the proper source. Examples of plagiarism can include, but are not limited to:

- Submitting someone else's work, such as published sources in part or whole, as your own without giving credit to the source
- Turning in purchased papers or papers from the internet written by someone else
- Representing another person's artistic or scholarly work such as musical compositions, computer programs, photographs, drawings, or paintings as your own
- Helping others plagiarize by giving them your work

All stakeholders have a responsibility in maintaining academic honesty. Educators must provide the tools and teach the concepts that afford students the knowledge to understand the characteristics of cheating and plagiarism. Parents must support their students in making good decisions relative to completing coursework assignments and taking exams. Students must produce work that is theirs alone, recognizing the importance of thinking for themselves and learning independently, when that is the nature of the assignment. Adhering to the Code of Honor for the purposes of academic honesty promotes an essential skill that goes beyond the school environment. Honesty and integrity are useful and valuable traits impacting one's life.

Questions or concerns regarding the consequences associated with a violation of the Code of Honor may be directed towards your child's school administration and/or the school district.

Parent Code of Conduct

- Parents are expected to interact with all members of the TEACH LV community (students, staff, and other parents) with respect and courtesy at all times
- Parents are expected to follow TEACH LV parent responsibilities and expectations while on campus or interacting with the TEACH LV community.
- Parents are guests on our campus. All guests must enter the school through a school office and follow all identification and badging procedures for the safety of the school community.
- Failure to meet these expectations will result in an administrative conference and:
 - o the school may feel it necessary to contact the appropriate authorities and if necessary, ban the offending parent from entering the school grounds, or
 - o if creating educational barriers, may result in the ultimate withdrawal of the student from TEACH LV Charter Schools

ACCEPTABLE USE POLICY

Prior to receiving access to TEACH LV Charter School's network resources, students, parents, and educators must read the Acceptable Use Policy and submit a completed Network Access Form to the appropriate administrator or designee.

ACCEPTABLE USE POLICY (AUP)

The purpose of TEACH LV Charter School's Acceptable Use Policy is to be certain that the school's staff, students and families have appropriate and productive communications with electronic communities around the world. This policy includes all email and Internet services and all Internet service providers when used in association with TEACH LV.

The electronic resources provided by TEACH LV can only be used to promote the purpose, mission, and goals of the school. These resources are provided to facilitate access to information and resources, promote educational excellence, and enhance communication between TEACH LV and the community.

The Internet is a network connecting thousands of computers throughout the world. The Internet can bring a wealth of educational material to the user, but may also contain material that is objectionable. TEACH LV filters websites believed to be inappropriate for students. However, TEACH LV cannot and does not represent that inappropriate or objectionable material can be completely filtered. Parent(s) and or guardian(s) must consider this limitation when allowing their children access to the internet either at school or at home.

TERMS AND CONDITIONS

A. Access to District Network and Resources

1. Staff, students, and members of the community may be given access to the TEACH LV computer network. This access, including account and password, must not be shared, assigned, or transferred to another individual.
2. Access to TEACH LV's computer network resources may be suspended or terminated if terms and conditions of the AUP are violated. Prior to a termination of access to TEACH LV's computer network resources, the user will be informed of the suspected violation and given an opportunity to present an explanation. The user may request a review hearing with the Executive Director within seven (7) days of notification if the user feels that such action is unjust. After the review, access may be terminated if the Executive Director denies the appeal.
3. Upon entrance to TEACH LV, a student must complete a Network Access Form that is signed by the legal parent and/or guardian before access is granted to TEACH LV's computer network resources. Student signature is mandatory for grades K through 8.

B. System Security

1. Computer users may not run applications or files that create a security risk to TEACH LV's computer network resources. If users identify a security problem, they must notify appropriate administrators immediately.
2. Any user reasonably deemed to be a security risk, or discovered to have a proven history of problems with other computer networks, may be denied access to TEACH LV's computer network resources.
3. Users should immediately notify a teacher or school administrator if they believe that someone has obtained unauthorized access to their private account.

C. Respecting Resource Limits

1. Staff, students, and community members will not use the school's technology services to post chain letters or engage in spamming. Spamming is sending messages to a large number of people or sending a large number of messages to a single person, with the intent of annoying users or to interrupt the system.

D. Illegal Activities

1. TEACH LV cooperates fully with local, state, or federal officials in any investigation related to illegal activities
2. It is prohibited to utilize TEACH LV's technology services to sell or purchase goods and services without prior approval of the appropriate administrator.
3. Attempting to gain unauthorized access to TEACH LV's network resources or go beyond authorized access is prohibited. This includes attempting to log in through another person's account or accessing another person's files.
4. Vandalism will result in cancellation of privileges to TEACH LV's computer network resources and may result in suspension from school. Vandalism is defined as any malicious attempt to harm or destroy data or equipment on any computer network.
5. It is prohibited to use TEACH LV's computer network resources with the intent of denying others access to the system.
6. Advertising will be permitted on TEACH LV's computer network resources only with the prior approval of the appropriate administrator.

E. Intellectual Property (Copyright)

1. No copyrighted material is to be placed on TEACH LV's computer network resources without written permission from the copyright owner.
2. All users of TEACH LV's network resources must agree not to submit, publish, or display any type of material that violates this AUP.

F. Language

1. Polite and appropriate language is always expected. Abusive messages are prohibited.
2. Harassment is prohibited. Harassment is conduct which is sufficiently severe, persistent, or pervasive that it adversely affects, or has the purpose, or logical consequences, of interfering with a user's educational program, or creates an intimidating, hostile, or offensive environment. Behavior that continues after an individual is informed of its offensiveness may constitute evidence of intent to harass. If told by a person to stop sending messages, the sender must stop.

G. Liability

1. TEACH LV does not warrant the functions or services performed by TEACH LV computer network resources. Resources are provided on an "as is, as available" basis.
2. Opinions, advice, services, and all other information supplied by third parties are for informational purposes only. It is not guaranteed to be correct. Users are urged to seek professional advice for specific individual situations.

H. Electronic Mail and Real-Time Conferencing

1. It is not the intention of the system administrators to inspect or disclose the contents of electronic mail or computer files sent by one user to another, without consent from either party, unless required to do so by TEACH LV, local, state, or federal officials. Electronic mail is not private. As with written communications, users should recognize there is no expectation of privacy for electronic mail.
2. Users are expected to remove email messages in a timely manner.
3. All users must promptly report inappropriate messages received to a teacher, supervisor, or the system administrators.
4. Students should not reveal personal information such as addresses, phone numbers, passwords, or financial information to others. If student work is identified, only the first

name, grade, and school should be listed. Private information may not be posted about another person.

5. A canceled account will not retain electronic mail.
6. The system administrators reserve the right to terminate access to TEACH LV's' computer network resources if this AUP is violated while using real time chat features, including video conferencing.

Internet Safety

Follow these 10 Rules to instill a safe Internet routine both at home and school:

1. Excite your student with the positive side of cyberspace and the ease of information. They can learn anything and everything - the Internet is not just YouTube, social media, and homework.
2. Manage your browser settings, allowing you to choose what content is viewable to your child.
3. Discuss the dangers of predators on the Internet with your student, as well as the danger of putting personal information on the Internet.
4. Discuss a set of rules for use of the Internet, which may include asking permission before using the computer, a time limit of usage, off limits times of day, sharing passwords, etc.
5. Discuss the threat of viruses and clicking on things if they are unsure or unfamiliar.
6. Talk to your student about Internet usage when at other houses or away from home.
7. Remember that the danger is not just on your PC, laptop and tablet. The Internet is at their fingertips – on their phone or yours!
8. Check your student's Internet history often. If you don't know what something is, click on it.
9. Always be aware of your student's involvement, access and behavior on social media outlets as well as email. Discuss things to talk about in the future and now. Discuss the permanency of things on the Internet and how you can't take it back, legal issues, pictures, etc.
10. Encourage conversation with your student if they have a question or concern about something they saw on the Internet.

TEACH Las Vegas Public Charter School: Student Internet Access Agreement and Parent Permission Form

I am the parent/legal guardian of _____ . In giving permission for my child to use the TEACH Las Vegas Network to access the internet, I understand and agree that:

1. I have reviewed the Internet Safety Tips above, and my child will comply with these rules.
2. TEACH Las Vegas encourages use of the Internet's valuable information and educational resources in an age-appropriate manner consistent with curriculum objectives. However, the Internet contains some materials that may be inaccurate, incomplete, outdated or offensive to some individuals and that may be considered inappropriate for children.
3. TEACH Las Vegas, its employees and the Board of Directors is not liable for any direct or indirect, incidental or consequential damages due to information gained and/or obtained via use of internet access, including, without limitation, access to other networks.
4. TEACH Las Vegas does not warrant that the functions of the network or any of the networks accessible through TEACH Las Vegas access points will meet any of the specific requirements you may have, or that internet access will be error free or uninterrupted. TEACH Las Vegas will not be liable for any direct or indirect, incidental or consequential damages (including lost data, information or profits) sustained or incurred in connection with the use, operation or inability to use internet access.
5. In consideration for the privilege of using TEACH Las Vegas network access and in consideration for having access to the public networks, I hereby release TEACH PUBLIC CHARTER SCHOOLS and its staff, administrators, operators, Board of Directors and any institutions with which they are affiliated from any and all claims and damages of any nature arising from my use, or inability to use, TEACH Las Vegas access, including, without limitation, the type of damages identified above.
6. If my child violates this agreement in any way, I understand that he/she may lose his/her Internet access privileges, temporarily or permanently. I may be held financially liable for any damage that my child causes to the computer hardware or software. Unlawful activities may result in criminal prosecution.

_____ I give permission for my child to have access to the TEACH Las Vegas Internet.

_____ I do not give permission for my child to have access to the TEACH Las Vegas Internet.

Parent/Guardian Signature _____ Date _____

Home Phone _____ Work or Cell Phone _____

SUCCESS STRATEGIES

Parent Tips

TEACH LV is unique in that parents assume the responsibility of a partnership with licensed teachers in the education of the student. The parent's role is critical for the success of the student. We recommend that you strive throughout the year to attain the following skills:

- Develop basic computer skills and prepare for the "21st Century glitches." What steps will you take if your computer goes down? Have a practical plan in place.
- Become familiar with the Internet to find websites that will support your student's lessons.
- Be able to print out necessary materials. If you do not have a printer, you may print out materials at your local library for a small fee.
- Regularly utilize the library and other community resources.
- Ensure that your student actively participates in school activities and programs.
- Adhere to school requirements and procedures to ensure that both you and your student's experiences on campus are successful.
- If additional school days are required, make certain your student is in attendance. The school provides many valuable resources that are intended to promote development or strengthen skills (schedules TBA).
- Build relationships with our teachers. Share ideas openly, discuss difficulties, and use all of the tools made available to you.
- Always encourage your student.
- Do not be afraid to make mistakes.

Successful Strategies for Effective Communication: Resolving Differences So Everyone Wins

Communication plays a critical role in education, especially in a school environment where email and the telephone are used more frequently than face-to-face meetings. The success of our program is often attributed to effective communication between the teacher, the students and the parents.

Those who have been most successful in our school point to several strategies that worked for them. With the additional help of our counselor, we are able to offer the following list of guidelines for making your year a year in which EVERYONE WINS!

1. Accept and respect that individual opinions may differ. Work to develop common agreement.
2. Communicate assertively, not aggressively.
3. Focus on the issue, not your position about the issue.
4. Give others an opportunity to express themselves without jumping to conclusions or making assumptions about what they are feeling or thinking.

5. Review the situation as one where no one has to win and no one has to lose. Work toward a solution where both parties can have some of their needs met.
6. Listen without interrupting; ask for feedback if needed to assure a clear understanding of the issue.
7. Thank the person for listening to you.
8. Stay in the present.
9. Take time to cool off should you find yourself becoming angry or annoyed; send the email or make the phone call once you have regained control.
10. Work through the problem. It is best to start with a compliment.

Remember the goal is that all parties want what is best for the student.

For additional suggestions or further resources please contact the school counselor.

Public Concern Process

Step 1: Familiarize yourself with the school's guidelines and contact the school's leadership.

Step 2: If a complaint cannot be resolved at the school level, contact the Governing Board Chair.

Contact information is available on the school's website.

Step 3: Not all complaints will be resolved in the complainants favor, but TEACH Las Vegas will make a good faith effort to assess the complaint and work proactively to come to a solution. If these steps have been exhausted or a breakdown in the process occurs, complaints can be made to the Nevada Charter School Authority.

NEVADA REVISED STATUTES

NRS 392.040 Attendance required for child between 7 and 18 years of age; minimum age required for kindergarten and first grade; waiver from attendance available for child 6 years of age; developmental screening test required to determine placement of certain children.

Except as otherwise provided by law, each parent, custodial parent, guardian or other person in the State of Nevada having control or charge of any child between the ages of 7 and 18 years shall send the child to a public school during all the time the public school is in session in the school district in which the child resides unless the child has graduated from high school.

NRS 392.122 Minimum attendance requirements; school district authorized to exempt medical absences from requirements; notice and opportunity for parent to review absences before credit or promotion is denied; information to parents concerning duty to comply.

1. The board of trustees of each school district shall prescribe a minimum number of days that a pupil who is subject to compulsory attendance and enrolled in a school in the district must be in attendance for the pupil to obtain credit or to be promoted to the next higher grade. The board of trustees of a school district may adopt a policy prescribing a minimum number of days that a pupil who is enrolled in kindergarten or first grade in the school district must be in attendance for the pupil to obtain credit or to be promoted to the next higher grade.
2. For the purposes of this section, the days on which a pupil is not in attendance because the pupil is absent for up to 10 days within 1 school year with the approval of the teacher or principal of the school pursuant to [NRS 392.130](#), must be credited towards the required days of attendance if the pupil has completed course-work requirements. If the board of trustees of a school district has adopted a policy pursuant to subsection 5, the 10-day limitation on absences does not apply to absences that are excused pursuant to that policy.
3. Except as otherwise provided in subsection 5, before a pupil is denied credit or promotion to the next higher grade for failure to comply with the attendance requirements prescribed pursuant to subsection 1, the principal of the school in which the pupil is enrolled or his designee shall provide written notice of the intended denial to the parent or legal guardian of the pupil. The notice must include a statement indicating that the pupil and his parent or legal guardian may request a review of the absences of the pupil and a statement of the procedure for requesting such a review. Upon the request for a review by the pupil and his parent or legal guardian, the principal or his designee shall review the reason for each absence of the pupil upon which the intended denial of credit or promotion is based. After the review, the principal or his designee shall credit towards the required days of attendance each day of absence for which:

- a. There is evidence or a written affirmation by the parent or legal guardian of the pupil that the pupil was physically or mentally unable to attend school on the day of the absence; and
- b. The pupil has completed course-work requirements.

NRS 392.130 Conditions under which pupil deemed truant; approval required for absence; notice of unapproved absence to parent; applicability.

1. Within the meaning of this chapter, a pupil shall be deemed a truant who is absent from school without the written approval of his teacher or the principal of the school, unless the pupil is physically or mentally unable to attend school. The teacher or principal shall give his written approval for a pupil to be absent if an emergency exists or upon the request of a parent or legal guardian of the pupil. Before a pupil may attend or otherwise participate in school activities outside the classroom during regular classroom hours, he must receive the approval of the teacher or principal.
2. An unapproved absence for at least one period, or the equivalent of one period for the school, of a school day may be deemed truancy for the purposes of this section.
3. If a pupil is physically or mentally unable to attend school, the parent or legal guardian or other person having control or charge of the pupil shall notify the teacher or principal of the school orally or in writing, in accordance with the policy established by the board of trustees of the school district, within 3 days after the pupil returns to school.
4. An absence which has not been approved pursuant to subsection 1 or 3 shall be deemed an unapproved absence. In the event of an unapproved absence, the teacher, attendance officer or other school official shall deliver or cause to be delivered a written notice of truancy to the parent, legal guardian or other person having control or charge of the child. The written notice must be delivered to the parent, legal guardian or other person who has control of the child. The written notice must inform the parents or legal guardian of such absences in a form specified by the Department.
5. The provisions of this section apply to all pupils who are required to attend school pursuant to [NRS 392.040](#).
6. As used in this section, "physically or mentally unable to attend" does not include a physical or mental condition for which a pupil is excused pursuant to [NRS 392.050](#).

NRS 392.140 Conditions under which pupil declared habitual truant; applicability.

1. Any child who has been declared truant three or more times within one school year must be declared a habitual truant.
2. Any child who has once been declared a habitual truant and who in an immediately succeeding year is absent from school without the written:
 - a. Approval of his teacher or the principal of the school pursuant to subsection 1 of [NRS](#)

[392.130](#); or

- b. Notice of his parent or legal guardian or other person who has control or charge over the pupil pursuant to subsection 3 of [NRS 392.130](#), may again be declared a habitual truant.
3. The provisions of this section apply to all pupils who are required to attend school pursuant to [NRS 392.040](#).

NRS 392.144 Duties of school if pupil is truant; reporting of habitual truant to law enforcement or referral to advisory board.

1. If a pupil has one or more unapproved absences from school, the school in which the pupil is enrolled shall take reasonable actions designed, as applicable, to encourage, enable or convince the pupil to attend school.
2. If a pupil is a habitual truant pursuant to [NRS 392.140](#), the principal of the school shall:
 - a. Report the pupil to a school police officer or to the local law enforcement agency for investigation and issuance of a citation, if warranted, in accordance with [NRS 392.149](#); or
 - b. If the parent or legal guardian of a pupil has signed a written consent pursuant to subsection 4, submit a written referral of the pupil to the advisory board to review school attendance in the county in accordance with [NRS 392.146](#).
3. The board of trustees of each school district shall adopt criteria to determine whether the principal of a school shall report a pupil to a school police officer or law enforcement agency pursuant to paragraph (a) of subsection 2 or refer a pupil to an advisory board to review school attendance pursuant to paragraph (b) of subsection 2.
4. If the principal of a school makes an initial determination to submit a written referral of a pupil to the advisory board to review school attendance, the principal shall notify the parent or legal guardian of the pupil and request the parent or legal guardian to sign a written consent that authorizes the school and, if applicable, the school district to release the records of the pupil to the advisory board to the extent that such release is necessary for the advisory board to carry out its duties pursuant to [NRS 392.146](#) and [392.147](#) _____. The written consent must comply with the applicable requirements of 20 U.S.C. § 1232g(b) and 34 C.F.R. Part 99. If the parent or legal guardian refuses to sign the consent, the principal shall report the pupil to a school police officer or to a local law enforcement agency pursuant to paragraph (a) of subsection 2.

NRS 392.210 Penalty for failure of parent, guardian or custodian of child to prevent subsequent truancy; limitation for providers of foster care.

1. Except as otherwise provided in subsection 2, a parent, guardian or other person who has control or charge of any child and to whom notice has been given of the child's truancy as provided in [NRS 392.130](#) and [392.140](#), and who fails to prevent the child's subsequent truancy within that school year, is guilty of a misdemeanor.

2. A person who is licensed pursuant to [NRS 424.030](#) to conduct a family foster home, a specialized foster home or a group foster home is liable pursuant to subsection 1 for a child in his or her foster care only if the person has received notice of the truancy of the child as provided in [NRS 392.130](#) and [392.140](#), and negligently fails to prevent the subsequent truancy of the child within that school year.

NRS 392.215 False statement concerning age or attendance; false birth certificate or record of attendance; refusal to furnish documents; penalty. Any parent, guardian or other person who, with intent to deceive under [NRS 392.040](#) to [392.110](#), inclusive, or [392.130](#) to [392.165](#), inclusive:

- a. Makes a false statement concerning the age or attendance at school;
- b. Presents a false birth certificate or record of attendance at school; or
- c. Refuses to furnish a suitable identifying document, record of attendance at school or proof of change of name, upon request by a local law enforcement agency conducting an investigation in response to notification pursuant to subsection 4 of [NRS 392.165](#), of a child under 18 years of age who is under his or her control or charge, is guilty of a misdemeanor.

NRS 392.220 Penalty for abetting truancy; unlawful employment of child absent from school; visitation of place of employment by school officer or attendance clerk to verify compliance.

1. Any person, including, without limitation, a parent or legal guardian of a child, who knowingly induces or attempts to induce any child to be absent from school unlawfully, including, without limitation, requiring the child to provide care for a sibling while school is in session, or who knowingly employs or harbors, while school is in session, any child absent unlawfully from school, is guilty of a misdemeanor.
2. The attendance officer for the school district, an attendance clerk or any other school officer is empowered to visit any place or establishment where minor children are employed to ascertain whether the provisions of this title of NRS are complied with fully, and may demand from all employers of such children a list of children employed, with their names and ages.

Bullying and Cyber-Bullying Is Prohibited in Public Schools

NRS 388.122 “Bullying” defined.

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

(a) Have the effect of:

- (1) Physically harming a person or damaging the property of a person; or

(2) Placing a person in reasonable fear of physical harm to the person or damage to the property of the person;

(b) Interfere with the rights of a person by:

(1) Creating an intimidating or hostile educational environment for the person; or

(2) Substantially interfering with the academic performance of a pupil or the ability of the person to participate in or benefit from services, activities or privileges provided by a school; or

(c) Are acts or conduct described in paragraph (a) or (b) and are based upon the:

(1) Actual or perceived race, color, national origin, ancestry, religion, gender identity or expression, sexual orientation, physical or mental disability of a person, sex or any other distinguishing characteristic or background of a person; or

(2) Association of a person with another person having one or more of those actual or perceived characteristics.

2. The term includes, without limitation:

(a) Repeated or pervasive taunting, name-calling, belittling, mocking or use of put-downs or demeaning humor regarding the actual or perceived race, color, national origin, ancestry, religion, gender identity or expression, sexual orientation, physical or mental disability of a person, sex or any other distinguishing characteristic or background of a person;

(b) Behavior that is intended to harm another person by damaging or manipulating his or her relationships with others by conduct that includes, without limitation, spreading false rumors;

(c) Repeated or pervasive nonverbal threats or intimidation such as the use of aggressive, menacing or disrespectful gestures;

(d) Threats of harm to a person, to his or her possessions or to other persons, whether such threats are transmitted verbally, electronically or in writing;

(e) Blackmail, extortion or demands for protection money or involuntary loans or donations;

(f) Blocking access to any property or facility of a school;

(g) Stalking; and

(h) Physically harmful contact with or injury to another person or his or her property.

(Added to NRS by [2009, 687](#); A [2011, 2245](#); [2013, 1655, 2138](#); [2015, 411](#))

NRS 388.123 “Cyber-bullying” defined. “Cyber-bullying” means bullying through the use of electronic communication. The term includes the use of electronic communication to transmit or distribute a sexual image of a minor. As used in this section, “sexual image” has the meaning ascribed to it in [NRS 200.737](#).

(Added to NRS by [2009, 687](#); A [2011, 1062](#))

NRS 388.124 “Electronic communication” defined. “Electronic communication” means the communication of any written, verbal or pictorial information through the use of an electronic device, including, without limitation, a telephone, a cellular phone, a computer or any similar means of communication.

(Added to NRS by [2009, 687](#))

NRS 388.132 Legislative declaration concerning safe and respectful learning environment. The Legislature declares that:

1. Pupils are the most vital resource to the future of this State;
2. A learning environment that is safe and respectful is essential for the pupils enrolled in the public schools in this State and is necessary for those pupils to achieve academic success and meet this State’s high academic standards;
3. Every classroom, hallway, locker room, cafeteria, restroom, gymnasium, playground, athletic field, school bus, parking lot and other areas on the premises of a public school in this State must be maintained as a safe and respectful learning environment, and no form of bullying or cyberbullying will be tolerated within the system of public education in this State;
4. Any form of bullying or cyber-bullying seriously interferes with the ability of teachers to teach in the classroom and the ability of pupils to learn;
5. The use of the Internet by pupils in a manner that is ethical, safe and secure is essential to a safe and respectful learning environment and is essential for the successful use of technology;
6. It will ensure that:
 - (a) The public schools in this State provide a safe and respectful learning environment in which persons of differing beliefs, races, colors, national origins, ancestries, religions, gender identities or expressions, sexual orientations, physical or mental disabilities, sexes or any other distinguishing characteristics or backgrounds can realize their full academic and personal potential;
 - (b) All administrators, principals, teachers and other personnel of the school districts and public schools in this State demonstrate appropriate and professional behavior on the premises of any public school by treating other persons, including, without limitation, pupils, with civility and respect, by refusing to tolerate bullying and cyber-bullying, and by taking immediate action to protect a victim or target of bullying or cyber-bullying when witnessing, overhearing or being notified that bullying or cyber-bullying is occurring or has occurred;
 - (c) The quality of instruction is not negatively impacted by poor attitudes or interactions among administrators, principals, teachers, coaches or other personnel of a school district;
 - (d) All persons in public schools are entitled to maintain their own beliefs and to respectfully disagree without resorting to bullying, cyber-bullying or violence; and

(e) Any teacher, administrator, principal, coach or other staff member or pupil who tolerates or engages in an act of bullying or cyber-bullying or violates a provision of [NRS 388.121](#) to [388.1395](#), inclusive, regarding a response to bullying or cyber-bullying will be held accountable; and

7. By declaring this mandate that the public schools in this State provide a safe and respectful learning environment, the Legislature is not advocating or requiring the acceptance of differing beliefs in a manner that would inhibit the freedom of expression, but is requiring that pupils be free from physical, emotional or mental abuse while in the care of the State and that pupils be provided with an environment that allows them to learn.

(Added to NRS by [2001, 1929](#); A [2005, 705](#); [2009, 687](#); [2013, 1655](#); [2015, 412, 881](#))

NRS 388.1321 Legislative declaration concerning duty of board of trustees, administrators and teachers to create and provide safe and respectful learning environment; authority of parent or guardian of pupil to petition court to compel performance of duty; remedy not exclusive.

1. The Legislature hereby declares that the members of a board of trustees and all administrators and teachers of a school district have a duty to create and provide a safe and respectful learning environment for all pupils that is free of bullying and cyber-bullying.

2. A parent or guardian of a pupil of the public school system of this State may petition a court of competent jurisdiction for a writ of mandamus to compel the performance of any duty imposed by the provisions of [NRS 388.121](#) to [388.1395](#), inclusive.

3. Nothing in this section shall be deemed to preclude a parent or guardian of a pupil of the public school system of this State from seeking any remedy available at law or in equity.

(Added to NRS by [2015, 410](#))

NRS 388.1323 Office for a Safe and Respectful Learning Environment: Creation; appointment and duties of Director.

1. The Office for a Safe and Respectful Learning Environment is hereby created within the Department.

2. The Superintendent of Public Instruction shall appoint a Director of the Office, who shall serve at the pleasure of the Superintendent.

3. The Director of the Office shall ensure that the Office:

(a) Maintains a 24-hour, toll-free statewide hotline and Internet website by which any person can report a violation of the provisions of [NRS 388.121](#) to [388.1395](#), inclusive, and obtain information about anti-bullying efforts and organizations; and

(b) Provides outreach and anti-bullying education and training for pupils, parents and guardians, teachers, administrators, principals, coaches and other staff members and the members of a board of trustees of a school district. The outreach and training must include, without limitation:

(1) Training regarding methods, procedures and practice for recognizing bullying and cyber-bullying behaviors;

(2) Training regarding effective intervention and remediation strategies regarding bullying and cyber-bullying;

(3) Training regarding methods for reporting violations of [NRS 388.135](#); and

(4) Information on and referral to available resources regarding suicide prevention and the relationship between bullying or cyber-bullying and suicide.

4. The Director of the Office shall establish procedures by which the Office may receive reports of bullying and cyber-bullying and complaints regarding violations of the provisions of [NRS 388.121](#) to [388.1395](#), inclusive.

5. The Director of the Office or his or her designee shall investigate any complaint that a teacher, administrator, principal, coach or other staff member or member of a board of trustees of a school district has violated a provision of [NRS 388.121](#) to [388.1395](#), inclusive. If a complaint alleges criminal conduct or an investigation leads the Director of the Office or his or her designee to suspect criminal conduct, the Director of the Office may request assistance from the Investigation Division of the Department of Public Safety.

(Added to NRS by [2015.410](#))

NRS 388.1325 Bullying Prevention Account: Creation; acceptance of gifts and grants; credit of interest and income; authorized uses by school district that receives grant.

1. The Bullying Prevention Account is hereby created in the State General Fund, to be administered by the Director of the Office for a Safe and Respectful Learning Environment appointed pursuant to [NRS 388.1323](#). The Director of the Office may accept gifts and grants from any source for deposit into the Account. The interest and income earned on the money in the Account must be credited to the Account.

2. In accordance with the regulations adopted by the State Board pursuant to [NRS 388.1327](#), a school district that applies for and receives a grant of money from the Bullying Prevention Account shall use the money for one or more of the following purposes:

(a) The establishment of programs to create a school environment that is free from bullying and cyber-bullying;

(b) The provision of training on the policies adopted by the school district pursuant to [NRS 388.134](#) and the provisions of [NRS 388.121](#) to [388.1395](#), inclusive; or

(c) The development and implementation of procedures by which the public schools of the school district and the pupils enrolled in those schools can discuss the policies adopted pursuant to [NRS 388.134](#) and the provisions of [NRS 388.121](#) to [388.1395](#), inclusive.

(Added to NRS by [2011.2242](#); A [2013.1655](#), [2755](#); [2015.413](#))

NRS 388.1327 Regulations. The State Board shall adopt regulations:

1. Establishing the process whereby school districts may apply to the State Board for a grant of money from the Bullying Prevention Account pursuant to [NRS 388.1325](#).

2. As are necessary to carry out the provisions of [NRS 388.121](#) to [388.1395](#), inclusive.

(Added to NRS by [2011, 2244](#); A [2013, 2755](#); [2015, 413](#))

Policies; Informational Pamphlet; Program of Training

NRS 388.133 Policy by Department concerning safe and respectful learning environment.

1. The Department shall, in consultation with the boards of trustees of school districts, educational personnel, local associations and organizations of parents whose children are enrolled in public schools throughout this State, and individual parents and legal guardians whose children are enrolled in public schools throughout this State, prescribe by regulation a policy for all school districts and public schools to provide a safe and respectful learning environment that is free of bullying and cyber-bullying.

2. The policy must include, without limitation:

(a) Requirements and methods for reporting violations of [NRS 388.135](#), including, without limitation, violations among teachers and violations between teachers and administrators, principals, coaches and other personnel of a school district; and

(b) A policy for use by school districts to train members of the board of trustees and all administrators, principals, teachers and all other personnel employed by the board of trustees of a school district. The policy must include, without limitation:

(1) Training in the appropriate methods to facilitate positive human relations among pupils by eliminating the use of bullying and cyber-bullying so that pupils may realize their full academic and personal potential;

(2) Training in methods to prevent, identify and report incidents of bullying and cyber-bullying;

(3) Methods to promote a positive learning environment;

(4) Methods to improve the school environment in a manner that will facilitate positive human relations among pupils; and

(5) Methods to teach skills to pupils so that the pupils are able to replace inappropriate behavior with positive behavior.

(Added to NRS by [2005, 704](#); A [2009, 687](#); [2013, 1656, 2138](#); [2015, 881](#))

NRS 388.134 Policy by school districts for provision of safe and respectful learning environment and policy for ethical, safe and secure use of computers; provision of training to board of trustees and

school personnel; posting of policies on Internet website; annual review and update of policies. The board of trustees of each school district shall:

1. Adopt the policy prescribed pursuant to [NRS 388.133](#) and the policy prescribed pursuant to subsection 2 of [NRS 389.520](#). The board of trustees may adopt an expanded policy for one or both of the policies if each expanded policy complies with the policy prescribed pursuant to [NRS 388.133](#) or pursuant to subsection 2 of [NRS 389.520](#), as applicable.

2. Provide for the appropriate training of members of the board of trustees and all administrators, principals, teachers and all other personnel employed by the board of trustees in accordance with the policies prescribed pursuant to [NRS 388.133](#) and pursuant to subsection 2 of [NRS 389.520](#). For members of the board of trustees who have not previously been elected or appointed to the board of trustees or for employees of the school district who have not previously been employed by the district, the training required by this subsection must be provided within 180 days after the member begins his or her term of office or after the employee begins his or her employment, as applicable.

3. Post the policies adopted pursuant to subsection 1 on the Internet website maintained by the school district.

4. Ensure that the parents and legal guardians of pupils enrolled in the school district have sufficient information concerning the availability of the policies, including, without limitation, information that describes how to access the policies on the Internet website maintained by the school district. Upon the request of a parent or legal guardian, the school district shall provide the parent or legal guardian with a written copy of the policies.

5. Review the policies adopted pursuant to subsection 1 on an annual basis and update the policies if necessary. If the board of trustees of a school district updates the policies, the board of trustees must submit a copy of the updated policies to the Department within 30 days after the update.

(Added to NRS by [2005, 705](#); A [2009, 688](#); [2011, 2245](#); [2013, 2138](#))

NRS 388.1341 Development of informational pamphlet by Department; annual review and update; posting on Internet website; development of tutorial.

1. The Department, in consultation with persons who possess knowledge and expertise in bullying and cyber-bullying, shall, to the extent money is available, develop an informational pamphlet to assist pupils and the parents or legal guardians of pupils enrolled in the public schools in this State in resolving incidents of bullying or cyber-bullying. If developed, the pamphlet must include, without limitation:

(a) A summary of the policy prescribed by the Department pursuant to [NRS 388.133](#) and the provisions of [NRS 388.121](#) to [388.1395](#), inclusive;

(b) A description of practices which have proven effective in preventing and resolving violations of [NRS 388.135](#) in schools, which must include, without limitation, methods to identify and assist pupils who are at risk for bullying and cyber-bullying; and

(c) An explanation that the parent or legal guardian of a pupil who is involved in a reported violation of [NRS 388.135](#) may request an appeal of a disciplinary decision made against the pupil as a result of the violation, in accordance with the policy governing disciplinary action adopted by the board of trustees of the school district.

2. If the Department develops a pamphlet pursuant to subsection 1, the Department shall review the pamphlet on an annual basis and make such revisions to the pamphlet as the Department determines are necessary to ensure the pamphlet contains current information.

3. If the Department develops a pamphlet pursuant to subsection 1, the Department shall post a copy of the pamphlet on the Internet website maintained by the Department.

4. To the extent the money is available, the Department shall develop a tutorial which must be made available on the Internet website maintained by the Department that includes, without limitation, the information contained in the pamphlet developed pursuant to subsection 1, if such a pamphlet is developed by the Department.

(Added to NRS by [2011, 2241](#); A [2013, 1656](#); [2015, 414](#))

NRS 388.1342 Establishment of programs of training by Department; completion of program by members of State Board of Education and boards of trustees; completion of program by administrators in prevention of and appropriate responses to violence and suicide; annual review and update.

1. The Department, in consultation with persons who possess knowledge and expertise in bullying and cyber-bullying, shall:

(a) Establish a program of training on methods to prevent, identify and report incidents of bullying and cyber-bullying for members of the State Board.

(b) Establish a program of training on methods to prevent, identify and report incidents of bullying and cyber-bullying for members of the boards of trustees of school districts.

(c) Establish a program of training for school district and charter school personnel to assist those persons with carrying out their powers and duties pursuant to [NRS 388.121](#) to [388.1395](#), inclusive.

(d) Establish a program of training for administrators in the prevention of violence and suicide associated with bullying and cyber-bullying and appropriate methods to respond to incidents of violence or suicide.

2. Each member of the State Board shall, within 1 year after the member is elected or appointed to the State Board, complete the program of training on bullying and cyber-bullying established pursuant to paragraph (a) of subsection 1 and undergo the training at least one additional time while the person is a member of the State Board.

3. Except as otherwise provided in [NRS 388.134](#), each member of a board of trustees of a school district shall, within 1 year after the member is elected or appointed to the board of trustees, complete the program of training on bullying and cyber-bullying established pursuant to paragraph (b)

of subsection 1 and undergo the training at least one additional time while the person is a member of the board of trustees.

4. Each administrator of a public school shall complete the program of training established pursuant to paragraph (d) of subsection 1:

(a) Within 90 days after becoming an administrator;

(b) Except as otherwise provided in paragraph (c), at least once every 3 years thereafter; and

(c) At least once during any school year within which the program of training is revised or updated.

5. Each program of training established pursuant to subsection 1 must, to the extent money is available, be made available on the Internet website maintained by the Department or through another provider on the Internet.

6. The board of trustees of a school district may allow school district personnel to attend the program established pursuant to paragraph (c) or (d) of subsection 1 during regular school hours.

7. The Department shall review each program of training established pursuant to subsection 1 on an annual basis to ensure that the program contains current information.

(Added to NRS by [2011, 2242](#); A [2013, 1657, 2139](#); [2015, 414](#))

School Safety Team

NRS 388.1343 Establishment by principal of each school; duties of principal. The principal of each public school or his or her designee shall:

1. Establish a school safety team to develop, foster and maintain a school environment which is free from bullying and cyber-bullying;

2. Conduct investigations of violations of [NRS 388.135](#) occurring at the school; and

3. Collaborate with the board of trustees of the school district and the school safety team to prevent, identify and address reported violations of [NRS 388.135](#) at the school.

(Added to NRS by [2011, 2243](#); A [2013, 1658](#))

NRS 388.1344 Membership; chair; duties.

1. Each school safety team established pursuant to [NRS 388.1343](#) must consist of the principal or his or her designee and the following persons appointed by the principal:

(a) A school counselor;

(b) At least one teacher who teaches at the school;

(c) At least one parent or legal guardian of a pupil enrolled in the school; and

(d) Any other persons appointed by the principal.

2. The principal or his or her designee shall serve as the chair of the school safety team.

3. The school safety team shall:

(a) Meet at least two times each year;

(b) Identify and address patterns of bullying or cyber-bullying;

(c) Review and strengthen school policies to prevent and address bullying or cyber-bullying;

(d) Provide information to school personnel, pupils enrolled in the school and parents and legal guardians of pupils enrolled in the school on methods to address bullying and cyber-bullying; and

(e) To the extent money is available, participate in any training conducted by the school district regarding bullying and cyber-bullying.

(Added to NRS by [2011, 2243](#); A [2013, 1658](#))

Prohibition of Bullying and Cyber-Bullying; Reporting and Investigation of Violations

NRS 388.135 Bullying and cyber-bullying prohibited. A member of the board of trustees of a school district, any employee of the board of trustees, including, without limitation, an administrator, principal, teacher or other staff member, a member of a club or organization which uses the facilities of any public school, regardless of whether the club or organization has any connection to the school, or any pupil shall not engage in bullying or cyber-bullying on the premises of any public school, at an activity sponsored by a public school or on any school bus.

(Added to NRS by [2001, 1929](#); A [2009, 688](#); [2013, 1658](#))

NRS 388.1351 Staff member required to report violation to principal; required actions and investigation; notification to parent or guardian; written report of findings and conclusions of investigation; follow-up with victim; list of resources to be provided to parent or guardian; appeal of disciplinary action.

1. A teacher, administrator, principal, coach or other staff member who witnesses a violation of [NRS 388.135](#) or receives information that a violation of [NRS 388.135](#) has occurred shall report the violation to the principal or his or her designee as soon as practicable, but not later than a time during the same day on which the teacher, administrator, principal, coach or other staff member witnessed the violation or received information regarding the occurrence of a violation.

2. Upon receiving a report required by subsection 1, the principal or designee shall immediately take any necessary action to stop the bullying or cyber-bullying and ensure the safety and well-being of the reported victim or victims of the bullying or cyber-bullying and shall begin an investigation into the report. The investigation must include, without limitation:

(a) Except as otherwise provided in subsection 3, notification provided by telephone, electronic mail or other electronic means or provided in person, of the parents or guardians of all pupils directly involved in the reported bullying or cyber-bullying, as applicable, either as a reported aggressor or a reported victim of the bullying or cyber-bullying. The notification must be provided not later than:

(1) If the bullying or cyber-bullying is reported before the end of school hours on a school day, 6 p.m. on the day on which the bullying or cyber-bullying is reported; or

(2) If the bullying or cyber-bullying was reported on a day that is not a school day, or after school hours on a school day, 6 p.m. on the school day following the day on which the bullying or cyber-bullying is reported.

(b) Interviews with all pupils whose parents or guardians must be notified pursuant to paragraph (a) and with all such parents and guardians.

3. If the contact information for the parent or guardian of a pupil in the records of the school is not correct, a good faith effort to notify the parent or guardian shall be deemed sufficient to meet the requirement for notification pursuant to paragraph (a) of subsection 2.

4. Except as otherwise provided in this subsection, an investigation required by this section must be completed not later than 2 school days after the principal or designee receives a report required by subsection 1. If the principal or designee is not able to complete the interviews required by paragraph (b) of subsection 2 within 2 school days after making a good faith effort because any of the persons to be interviewed is not available, 1 additional school day may be used to complete the investigation.

5. A principal or designee who conducts an investigation required by this section shall complete a written report of the findings and conclusions of the investigation. If a violation is found to have occurred, the report must include recommendations concerning the imposition of disciplinary action or other measures to be imposed as a result of the violation, in accordance with the policy governing disciplinary action adopted by the board of trustees of the school district. Subject to the provisions of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, and any regulations adopted pursuant thereto, the report must be made available, not later than 24 hours after the completion of the written report, to all parents or guardians who must be notified pursuant to paragraph (a) of subsection 2 as part of the investigation.

6. Not later than 10 school days after receiving a report required by subsection 1, the principal or designee shall meet with each reported victim of the bullying or cyber-bullying to inquire about the well-being of the reported victim and to ensure that the reported bullying or cyber-bullying, as applicable, is not continuing.

7. To the extent that information is available, the principal or his or her designee shall provide a list of any resources that may be available in the community to assist a pupil to each parent or guardian of a pupil to whom notice was provided pursuant to this section as soon as practicable. Such a list may include, without limitation, resources available at no charge or at a reduced cost. If such a list is provided, the principal, his or her designee, or any employee of the school or the school district is not responsible for providing such resources to the pupil or ensuring the pupil receives such resources.

8. The parent or guardian of a pupil involved in the reported violation of [NRS 388.135](#) may appeal a disciplinary decision of the principal or his or her designee, made against the pupil as a result of the violation, in accordance with the policy governing disciplinary action adopted by the board of trustees of the school district. Not later than 30 days after receiving a response provided in accordance with such a policy, the parent or guardian may submit a complaint to the Department. The Department shall consider and respond to the complaint pursuant to procedures and standards prescribed in regulations adopted by the Department.

(Added to NRS by [2011, 2244](#); A [2013, 2140](#); [2015, 415, 2069](#))

NRS 388.1352 Establishment of policy by school districts for employees to report violations to law enforcement. The board of trustees of each school district, in conjunction with the school police officers of the school district, if any, and the local law enforcement agencies that have jurisdiction over the school district, shall establish a policy for the procedures which must be followed by an employee of the school district when reporting a violation of [NRS 388.135](#) to a school police officer or local law enforcement agency.

(Added to NRS by [2011, 2244](#))

NRS 388.1354 Disciplinary action against administrator or principal or designee thereof who fails to comply with certain provisions. If an administrator, principal or the designee of an administrator or principal of a school knowingly and willfully fails to comply with the provisions of [NRS 388.1351](#), the superintendent of the school district:

1. Shall take disciplinary action against the employee by written admonishment, demotion, suspension, dismissal or refusal to reemploy; and
2. If the employee is the holder of a license issued pursuant to [chapter 391](#) of NRS, may recommend to the board of trustees of the school district that the board submit a recommendation to the State Board for the suspension or revocation of the license.

(Added to NRS by [2015, 410](#))

NRS 388.136 School officials prohibited from interfering with disclosure of violations.

1. A school official shall not directly or indirectly interfere with or prevent the disclosure of information concerning a violation of [NRS 388.135](#).
2. As used in this section, "school official" means:
 - (a) A member of the board of trustees of a school district; or
 - (b) A licensed or unlicensed employee of a school district.

(Added to NRS by [2005, 705](#))

NRS 388.137 Immunity for reporting of violations; exceptions; recommendation for disciplinary action if person who made report acted with malice, intentional misconduct, gross negligence or violation of law.

1. No cause of action may be brought against a pupil or an employee or volunteer of a school who reports a violation of [NRS 388.135](#) unless the person who made the report acted with malice, intentional misconduct, gross negligence, or intentional or knowing violation of the law.

2. If a principal determines that a report of a violation of [NRS 388.135](#) is false and that the person who made the report acted with malice, intentional misconduct, gross negligence, or intentional or knowing violation of the law, the principal may recommend the imposition of disciplinary action or other measures against the person in accordance with the policy governing disciplinary action adopted by the board of trustees of the school district.

(Added to NRS by [2005.705](#); A [2013.2140](#))

Rules of Behavior; Week of Respect

NRS 388.139 Text of certain provisions required to be included in rules of behavior. Each school district shall include the text of the provisions of [NRS 388.121](#) to [388.1395](#), inclusive, and the policies adopted by the board of trustees of the school district pursuant to [NRS 388.134](#) under the heading “Bullying and Cyber-Bullying Is Prohibited in Public Schools,” within each copy of the rules of behavior for pupils that the school district provides to pupils pursuant to [NRS 392.463](#).

(Added to NRS by [2001.1929](#); A [2005.706](#); [2009.688](#); [2011.2246](#); [2013.1659](#); [2015.417](#))

NRS 388.1395 Requirements for delivery of information during annual “Week of Respect.” The board of trustees of each school district and the governing body of each charter school shall determine the most effective manner for the delivery of information to the pupils of each public school during the “Week of Respect” proclaimed by the Governor each year pursuant to [NRS 236.073](#). The information delivered during the “Week of Respect” must focus on:

1. Methods to prevent, identify and report incidents of bullying and cyber-bullying;
2. Methods to improve the school environment in a manner that will facilitate positive human relations among pupils; and
3. Methods to facilitate positive human relations among pupils by eliminating the use of bullying and cyber-bullying.

(Added to NRS by [2013.2137](#)) — (Substituted in revision for NRS 388.145)

APPENDIX A

Nevada Department of Education
Read by Grade 3 Program

READING STRATEGIES FOR K-3 PARENTS TO BEGIN USING AT HOME

<p>Engage in active conversation with your child in order to build his/her speaking and listening skills.</p>	<p>Enrich these conversations through the art of questioning (even when involved in regular activities such as grocery shopping).</p>
<p>Challenge your child to verbalize what he/she is thinking (particularly when reading a book together).</p>	<p>Model reading behaviors for your child by reading to yourself and by reading with and to your child.</p>
<p>Become a fan of libraries – both the school library and the local public library. Participate in your libraries’ early learning activities aimed at developing literacy skills for your child.</p>	<p>Engage in interactive activities with your child such as cooking, conducting internet searches, sports, etc. that promote active conversation.</p>
<p>Establish a daily routine for your child that includes both reading and writing activities.</p>	<p>Use music and rhythm and rhyme to expand your child’s early speaking skills.</p>
<p>Engage in literacy activities while unplugging your television and/or computer.</p>	<p>Utilize programs on your computer that you and your child can use together for practicing his/her early literacy skills.</p>
<p>Provide a special time for you and your child to enjoy literacy activities including reading, writing, listening, and/or speaking.</p>	<p>Research television programs that you and your child can watch together that are specifically aimed at improving early literacy skills.</p>
<p>Help to build your child’s vocabulary skills by learning and using new words together.</p>	<p>Make word-play part of your regular board game activities.</p>

APPENDIX B

Read by Grade 3 Questions and Answers for Nevada's Parents

Questions	Answers
What 2015 Nevada law established the <i>Nevada Read by Grade 3 State Initiative</i> ?	<i>Nevada's Read by Grade 3 State Initiative</i> was established by Senate Bill (SB) 391 of the 2015 Nevada State Legislature. It is also called the <i>Nevada Read by Grade 3 Act</i> .
When was the <i>Nevada Read by Grade 3 Act</i> enacted?	This act was enacted on July 1, 2015.
What is the primary group of students that will be impacted by SB 391?	This law primarily impacts Nevada school district's and charter school's kindergarten, first, second, and third grade students.
How will I be informed that my child has been identified in need of <i>Read by Grade 3</i> intervention services?	Your child's school principal will notify you with a written letter of notification.
What measures have been used to determine that my child is in need of reading intervention?	Your child has been identified as being in need of reading intervention through multiple reading assessments, classroom teacher observations, and other local measures.
What other types of activities will be integrated into these services?	Your child's program will include specific instruction in the 3 areas of literacy: writing, speaking, and listening.
What kinds of programs or services will my child receive as a <i>Read by Grade 3</i> student?	Your child will receive instruction that has been specifically targeted to his/her specific needs in reading.
Who will be providing these services for my child?	A highly trained group of literacy educators will be providing these services for your child. Your school's K-3 learning strategist will guide this process.
What will my child's intervention sessions focus on?	Your child's reading intervention program will take place in a small-group format. Instruction will include all of the main components of reading: phonemic awareness, phonics, fluency, and reading comprehension.

<p>How will I be notified of my child's progress in reading?</p>	<p>You will be notified 30 days after you have received your initial notification letter for a <i>Read by Grade 3</i> parent conference where you will be informed of the progress monitoring plan that has been established for your child. SB 391 requires your approval of this plan.</p>
<p>Will my child be retained as a result of this new law?</p>	<p>SB 391 does include retention requirements for students who have not met a proficiency level in reading by the end of third grade. SB 391 retentions will not occur until July 1, 2020. The first group of students who will be retained under this law include the kindergarten class of 2016-2017. The first year of retention under SB 391 will occur during the 2020-2021 school year when that particular group completes the third grade.</p>