



Teach Las Vegas

TEACH Las Vegas Special Board Meeting

Published on August 1, 2023 at 9:58 AM PDT

Date and Time

Thursday August 3, 2023 at 5:00 PM PDT

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 balled and considered for action. Due

	Purpose	Presenter	Time	
to the set-up of Board On Track, approval of any board meeting minutes will be done throughout consent and listed as items B-Z (as needed) under Consent Items.				
A.	Approval of Board Agenda	Vote	Trishawn Allison	3 m
B.	Approval of the Minutes of the June 8, 2023 Special Board Meeting	Vote	Trishawn Allison	2 m
III.	ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION		5:11 PM	
A.	Vote to Renew the Term of Board Chair Trishawn Allison	Discuss	Trishawn Allison	2 m
B.	Vote to Renew the Term of Board Member Nick Sarisahin	Vote	Trishawn Allison	2 m
C.	Vote to Renew the Term of Board Member Dan Horn		Trishawn Allison	2 m
D.	Financial Report	Discuss	Richard McNeel	5 m
E.	Cam Factoring Agreement Agreement to sell TEACH LV receivable state payments to CAM for 200K cash to be funded.	Vote	Matthew Brown	5 m
F.	Selection of the FY 22-23 Independent Auditor for TEACH Las Vegas	Vote	Matthew Brown	5 m
G.	TEACH Las Vegas Tax Return	Vote	Matthew Brown	5 m
H.	Certify the Certificate of Compliance	Vote	Beth Bulgeron	5 m
I.	ED Report and Enrollment Update	Discuss	Andrea Moore	5 m
J.	Approve the Revised School Calendar	Vote	Andrea Moore	5 m
IV.	Closing Items		5:52 PM	
A.	Upcoming Meeting Date The June 20th meeting will be cancelled. The next Regular Board Meeting will be held on Tuesday July 25th at 5 pm.	FYI	Trishawn Allison	5 m
B.	Public Comment			5 m
C.	Board Member Comments			5 m

	Purpose	Presenter	Time
D. Adjourn Meeting	Vote		

Coversheet

Approval of the Minutes of the June 8, 2023 Special Board Meeting

Section: II. CONSENT ITEMS
Item: B. Approval of the Minutes of the June 8, 2023 Special Board Meeting
Purpose: Vote
Submitted by:
Related Material: 2023_06_08_board_meeting_minutes.pdf

DRAFT



Teach Las Vegas

Minutes

TEACH LV Special Board Meeting

Date and Time

Thursday June 8, 2023 at 5:00 PM

Location

Beth Bulgeron is inviting you to a scheduled Zoom meeting.

Topic: TEACH LV Special Board Meeting

Time: Jun 8, 2023 05:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://teachpublicschools-org.zoom.us/j/85206155261>

Meeting ID: 852 0615 5261

One tap mobile

+12532158782,,85206155261# US (Tacoma)

+12532050468,,85206155261# US

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 253 205 0468 US

+1 719 359 4580 US

+1 346 248 7799 US (Houston)

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 646 931 3860 US

+1 689 278 1000 US

- +1 929 205 6099 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)

Meeting ID: 852 0615 5261

Find your local number: <https://teachpublicschools-org.zoom.us/j/85206155261>

Directors Present

D. Horn (remote), J. Carver (remote), N. Sarisahin (remote), T. Allison (remote)

Directors Absent

C. Igeleke, Q. Branch

Guests Present

B. Bulgeron (remote), E. Robles (remote), M. Brown (remote), R. McNeel (remote)

I. Opening Items

A. Call the Meeting to Order

T. Allison called a meeting of the board of directors of Teach Las Vegas to order on Thursday Jun 8, 2023 at 5:08 PM.

B. Record Attendance

D. Horn made a motion to approve the minutes from May 23, 2023 TEACH LV Regular Board Meeting on 05-23-23.

T. Allison seconded the motion.

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

Roll Call

N. Sarisahin	Aye
J. Carver	Aye
D. Horn	Aye
T. Allison	Aye
C. Igeleke	Absent
Q. Branch	Absent

C. Public Comment

There was no public comment.

II. CONSENT ITEMS

A.

Approval of Board Agenda

D. Horn made a motion to Approve the consent agenda.

T. Allison seconded the motion.

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

Roll Call

C. Igeleke Absent

J. Carver Aye

N. Sarisahin Aye

T. Allison Aye

D. Horn Aye

Q. Branch Absent

B. Approval of the Minutes of the May 23, 2023 Board Meeting

III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION

A. Financial Report

There was no financial report provided.

B. Consider and Vote to Approve the Final 2023-2024 Budget

This item was removed from the agenda because the budget was approved at the May 23, 2023 meeting.

C. Consider and Vote on the Food Service Agreement

T. Allison made a motion to Approve the Food Service Agreement.

J. Carver seconded the motion.

Enrique gave the presentation on the food vendor contract and explained that TEACH is participating in a consortium and he detailed the benefits of this program. Board Member Horn asked questions about the food service workers and onsite management and Robles provided clarity.

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

Roll Call

T. Allison Aye

N. Sarisahin Aye

D. Horn Aye

J. Carver Aye

C. Igeleke Absent

Q. Branch Absent

D. Proposed Board Reporting Calendar

Beth Bulgeron explained the proposed Board Reporting calendar. Board Member Horn said he was going to work with Beth to add a few reporting points before the reporting calendar is finalized.

E. Discuss Board Terms and Continuity Plan

Chair Allison tabled this agenda item because she is still in the process of having conversations with individual board members.

F. ED Report and Enrollment Update

Beth Bulgeron provided a brief enrollment update on behalf of the ED. There are currently 383 enrolled and a waitlist for first and seventh grades.

IV. Closing Items

A. Upcoming Meeting Date

The next scheduled Regular Board Meeting is July 25, 2023

B. Public Comment

There was no public comment

C. Board Member Comments

There was no board member comment.

D. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 5:20 PM.

Respectfully Submitted,
T. Allison

Coversheet

Financial Report

Section: III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION
Item: D. Financial Report
Purpose: Discuss
Submitted by:
Related Material: FY22-23 Financial Report_as of 06.30.23 (Soft Close) (2).pdf



TEACH Las Vegas

Financial Presentation FY22-23 – July 2023 as of June 30th, 2023, Soft Close

Highlights through June 30th, 2023-Soft Close

- Presenting as of June 30th, 2023- Soft Close
- Revenues down \$80.5k from April close- due primarily to amended Federal grants in pending status, will file stale claims for reimbursement- revenue will push into FY23-24
- Expenses increased by \$27.8K from April's close- mix of savings and increases
- Cash ended at \$163,289 with significant payables owed ~\$500k

TEACH – Las Vegas Revenue

	Year-to-Date			Annual/Full Year		
	Actual @ 06/30/2023	Original Budget 06/30/2023@ 383	Fav/(Unfav)	Forecast @ 06/30/2023 -125	Original Budget @06/30/2023- 383	Fav/(Unfav)
Revenue						
Distributed School Account	\$ 2,285,894	\$ 3,148,245	\$ (862,350)	\$ 2,436,482	\$ 3,148,245	\$ (711,763)
State Revenue	727,362	1,038,263	(310,901)	895,943	1,038,263	(142,320)
Federal Revenue	382,001	553,753	(171,752)	398,467	553,753	(155,286)
Other Local Revenue	578	-	578	578	-	578
Total Revenue	\$ 3,395,835	\$ 4,740,261	\$ (1,344,425)	\$ 3,731,469	\$ 4,740,261	\$ (1,008,791)

- Revenue decrease of \$80.5k from April close mostly due to Federal Grants (\$73.2k) in pending revision status- revenue will push into FY23-24

TEACH Las Vegas – Expenses



	Year-to-Date			Annual/Full Year		
	Actual @ 06/30/2023	Original Budget 06/30/2023@ 383	Fav/(Unfav)	Forecast @ 06/30/2023 -125	Original Budget @06/30/2023- 383	Fav/(Unfav)
Expenses						
Salaries	\$ 1,833,419	1,065,476	\$ (767,943)	\$ 1,833,419	\$ 1,065,476	\$ (767,943)
Employee Benefits	579,768	498,952	(80,816)	577,805	498,952	(78,853)
Prof. and Tech. Services	287,789	428,148	140,359	303,370	428,148	124,778
Property Services	878,989	836,907	(42,083)	878,989	836,907	(42,083)
Other Purchased Services	81,044	146,896	65,853	81,044	146,896	65,853
Supplies	808,770	1,241,355	432,585	949,544	1,241,355	291,811
Property	-	-	-	-	-	-
Debt Service and Misc.	80,578	18,449	(62,129)	80,578	18,449	(62,129)
General	25,247	\$ 39,353	14,106	30,282	39,353	9,071
Total Expenses	\$ 4,575,604	\$ 4,275,536	\$ (300,068)	\$ 4,735,031	\$ 4,275,536	\$ (459,495)
Total Surplus(Deficit)	\$ (1,179,769)	\$ 464,725	\$ (1,644,493)	\$ (1,003,562)	\$ 464,725	\$ (1,468,286)

- Expenses increased \$27.8k from April close primarily due to a mix of increases and decreases that resulted in an overall increase

TEACH Las Vegas – Fund Balance

- Fund Balance Projected to end at -\$775,428 which reflects a \$108.2k decrease from the April close
- We are currently researching an issue that could negatively impact the fund balance

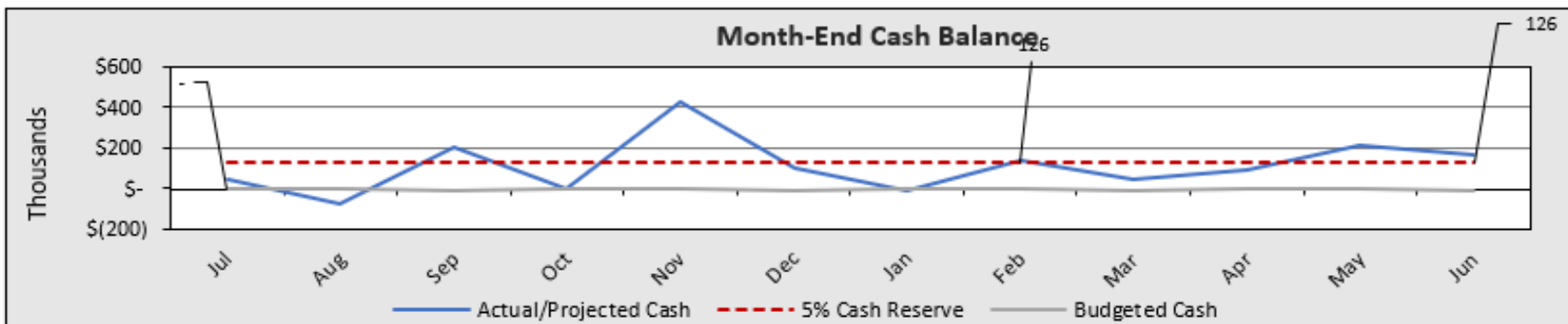
	<i>Year-to-Date</i>	
	Actual @ 06/30/2023	Original Budget 06/30/2023@ 383
		Fav/(Unfav)
Adjusted Surplus(Deficit)	(1,179,769)	464,725
Beginning Fund Balance	228,134	228,134
Ending Fund Balance	\$ (951,635)	\$ 692,858
<i>As a % of Annual Expenses</i>	-20.1%	16.2%

	<i>Annual/Full Year</i>	
	Forecast @ 06/30/2023 -125	Original Budget @06/30/2023- 383
		Fav/(Unfav)
Adjusted Surplus(Deficit)	(1,003,562)	464,725
Beginning Fund Balance	228,134	228,134
Ending Fund Balance	\$ (775,428)	\$ 692,858
<i>As a % of Annual Expenses</i>	-16.4%	16.2%

TEACH Las Vegas – Cash



- ❑ Cash Balance at June 30th Soft Close was \$163.3k which is 13 days cash on hand
- ❑ 45 Days cash on hand is expected by SPCSA
- ❑ Additional funding/factoring will be necessary to meet new year beginning cash needs through August



Questions & Discussion

Appendix follows, including:

- Monthly Cash Flow / Soft Close Forecast 22/23
- Statement of Financial Position
- Budget vs. Actual
- Statement of Cash Flow
- AP Aging
- Monthly Check Register

Teach Las Vegas - NV
Monthly Cash Flow/Forecast FY23
 Revised 07/21/23



Enrollment:		225												Year-End	Annual	Original	Favorable /
Funding Timing		Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Accruals	Forecast	Budget	(Unfav.)
		0.00%	8.33%	4.87%	4.87%	15.25%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8%			
Revenues																	
<u>State- Revenue-Distributed School Account</u>																	
3110-1110	Ad Valorem Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3110-1120	Sales and Use Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3110-1191	Franchise Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
201	3110-1192 Basic General Governmental Services Tax	69,290	133,144	128,342	127,628	417,993	197,711	197,711	197,711	197,711	197,711	169,584	190,679	145,070	2,370,283	2,810,454	(440,171)
201	3110-1111 Basic Support	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
211	3254 PCFP - English Learner (restricted)	-	-	8,180	4,090	4,090	4,090	4,090	4,090	4,090	4,090	4,090	4,090	4,090	49,081	337,791	(288,710)
212	3255 PCFP - At-Risk (restricted)	-	-	2,853	1,426	1,426	1,426	1,426	1,426	1,426	1,426	1,426	1,426	1,427	17,118	-	17,118
		69,290	133,144	139,375	133,144	423,510	203,227	203,227	203,227	203,227	203,227	175,100	196,195	150,587	2,436,482	3,148,245	(711,763)
<u>State Revenue</u>																	
205	3115 Special Ed portion to DSA	-	3,926	-	-	3,926	-	-	3,926	-	-	3,926	-	-	15,703	140,944	(125,241)
	3200 Restricted Grants-in-Aid	-	-	(39,297)	-	311,583	-	-	347,362	29,272	30,015	32,724	-	168,581	880,240	897,319	(17,079)
		-	3,926	(39,297)	-	315,509	-	-	351,287	29,272	30,015	36,650	-	168,581	895,943	1,038,263	(142,320)
<u>Federal Revenue</u>																	
800	4500 Restricted Grants-in-Aid (NSLP)	-	-	-	-	73,582	-	55,499	-	54,188	32,907	-	82,572	-	298,748	343,995	(45,247)
649	4510 Title I A	-	-	-	-	-	13,367	-	26,346	-	-	4,882	8,845	-	53,440	115,793	(62,353)
709	4520 Title IIA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	34,281	(34,281)
658	4530 Title III	-	-	-	-	-	-	-	-	-	4,799	-	-	4,356	9,155	-	9,155
715	4540 Title IV A	-	-	-	-	-	-	-	-	-	-	-	4,268	4,268	-	-	4,268
639	4571 Special Education Part B	-	-	-	-	-	-	1,607	-	-	11,506	7,634	-	12,110	32,857	23,095	9,762
	4703 Other Federal Funds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	36,590	(36,590)
		-	-	-	-	73,582	13,367	57,106	26,346	54,188	49,211	12,517	95,685	16,466	398,467	553,754	(155,287)
<u>Other Local Revenue</u>																	
	1790 Other Activity Income	-	-	-	-	578	-	-	-	-	-	-	-	-	578	-	578
		-	-	-	-	578	-	-	-	-	-	-	-	-	578	-	578
Total Revenue		69,290	137,070	100,078	133,144	813,179	216,594	260,333	580,860	286,687	282,453	224,266	291,880	335,634	3,731,469	4,740,262	(1,009,371)
Expenses																	
<u>Personal Services-Salaries</u>																	
0111	Regular Employees: Teachers	36,244	110,046	124,995	107,275	100,899	137,429	108,834	106,802	104,651	107,054	139,603	105,234	-	1,289,065	661,427	(627,638)
0112	Regular Employees: Instructional Aide	-	-	-	-	-	-	-	-	-	-	-	-	-	-	60,000	60,000
0114	Regular Employees: Licensed Adm	8,885	13,030	12,876	19,445	12,821	17,614	14,927	15,352	15,355	19,073	20,037	10,222	-	179,638	98,385	(81,253)
0117	Regular Employees: Other Classified	15,240	27,902	29,389	30,837	32,276	33,559	28,806	34,580	34,855	31,167	37,061	29,041	-	364,713	245,664	(119,049)
0122	Temporary Employees: Instructio	-	0	0	0	0	0	0	0	0	0	0	0	-	1	-	(1)
0127	Temporary Employees: Other Classified	-	-	-	-	-	-	-	-	0	0	0	0	-	0	-	(0)
0151	Additional Compensation: Teachers	-	-	-	-	-	-	-	-	-	0	0	0	-	0	-	(0)
0154	Additional Compensation: Licensed Admin.	-	-	-	-	-	-	-	-	-	0	0	0	-	0	-	(0)
0157	Additional Compensation: Other Classified	-	-	-	-	-	-	-	-	-	0	0	0	-	0	-	(0)
0161	Extra Duties: Teachers	-	-	-	-	-	-	-	-	-	0	0	0	-	0	-	(0)
0164	Extra Duties: Licensed Administration	-	-	-	-	-	-	-	-	-	0	0	0	-	0	-	(0)
0167	Extra Duties: Other Classified	-	-	-	-	-	-	-	-	-	0	0	0	-	0	-	(0)
		60,369	150,978	167,260	157,558	145,995	188,602	152,567	156,734	154,861	157,295	196,702	144,497	-	1,833,419	1,065,476	(767,943)
<u>Personnel Services - Employee Benefits</u>																	
0211	Group Insurance: Teacher	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0212	Group Insurance: Instructional Aides	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0214	Group Insurance: Licensed Admin.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0217	Group Insurance: Other Classified	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0222	Social Security: Temp Instructional Aides	-	0	0	0	0	0	0	0	0	0	0	0	-	0	-	(0)
0224	Social Security: Licensed Administration	-	198	284	-	-	-	-	-	-	-	-	-	-	482	-	(482)
0227	Social Security: Other Classified / Support Staff	-	-	-	-	175	159	231	389	290	412	308	-	-	-	-	-
0231	Retirement: Teachers	6,780	20,318	20,542	21,008	19,911	26,643	20,646	20,907	20,734	20,712	20,930	20,414	-	239,544	193,467	(46,077)
0232	Retirement: Instructional Aides	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,720	3,720
0234	Retirement: Licensed Admin.	2,387	3,740	3,740	3,740	3,740	5,103	4,236	4,484	4,194	4,360	4,043	3,740	-	47,505	6,100	(41,405)
0237	Retirement: Other Classified	2,407	4,579	5,097	5,801	5,956	5,647	4,972	5,801	5,774	5,340	6,080	5,024	-	62,477	71,857	9,379
0241	Medicare: Teachers	492	1,530	1,522	1,549	1,446	1,944	1,515	1,539	1,521	1,521	1,978	1,471	-	18,047	9,591	(8,456)
0242	Medicare: Instructional Aides	-	-	-	-	-	-	-	-	-	-	-	-	-	-	870	870
0244	Medicare: Licensed Admin.	116	182	182	182	182	249	206	219	233	274	288	146	-	2,460	1,427	(1,034)
0247	Medicare: Other Classified	189	376	398	418	438	458	391	479	490	429	511	398	-	4,975	3,562	(1,412)
0261	Unemployment: Teachers	941	2,869	2,500	2,258	2,046	2,741	3,153	3,203	3,203	3,165	4,112	3,063	-	33,254	13,104	(20,150)
0262	Unemployment: Instructional Aides	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,800	1,800
0264	Unemployment: Licensed Admin.	-	136	136	136	136	136	427	452	481	516	136	136	-	2,831	936	(1,895)
0267	Unemployment: Other Classified	419	805	851	892	912	871	836	1,018	1,040	915	1,084	850	-	10,493	6,444	(4,049)
0271	Worker's Comp: Teachers	-	-	407	404	404	404	404	404	404	404	404	379	-	4,020	4,299	280
0272	Worker's Comp: Instructional Aides	-	-	-	-	-	-	-	-	-	-	-	-	-	-	390	390
0274	Worker's Comp: Licensed Admin.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	640	640
0277	Worker's Comp: Other Classified	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,597	1,597
0281	Health Benefits: Teachers	(656)	16,162	(618)	7,931	49,805	8,112	6,717	21,348	7,835	7,835	7,835	7,835	-	140,141	157,765	17,624
0282	Health Benefits: Instructional Aides	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0284	Health Benefits: Licensed Admin.	-	3,326	-	975	975	516	745	745	745	745	745	745	-	10,264	5,346	(4,918)
0287	Health Benefits: Other Classified	(907)	4,139	(907)	(240)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	-	1,314	16,038	14,724
		12,169	58,359	34,136	45,053	85,854	52,902	44,309	60,733	46,967	46,410	48,463	44,412	-	577,805	498,952	(78,853)

Teach Las Vegas - NV
Monthly Cash Flow/Forecast FY23
 Revised 07/21/23



Enrollment:		325	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Year-End Accruals	Annual Forecast	Original Budget	Favorable / (Unfav.)
<u>Purchased Professional and Technical Services</u>																		
0310	Offical/Administrative Services		472	504	17,019	16,185	16,839	28,099	16,466	16,462	16,253	429	(79,714)	(95,743)	64,124	17,393	237,013	219,620
0320	Professional Educational Services		-	3,500	19,861	17,483	29,051	10,493	-	23,391	-	5,720	13,133	15,614	-	138,245	12,081	(126,164)
0331	Prof-Dev/Instructional Lic. Personnel		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0333	Prof-Dev/Administrative Lic. Personnel		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0336	Prof-Dev/Other Classified-Support Personnel		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0337	Prof-Dev/Technology Training		-	-	-	-	-	-	-	-	-	-	-	-	-	-	32,468	32,468
0340	Other Professional Services		-	2,985	-	-	23,195	17,037	-	8,479	43,747	-	22,487	7,350	-	125,279	22,855	(102,424)
0345	Marketing		-	3,500	-	-	-	-	-	-	-	-	-	-	-	3,500	25,284	21,784
0350	Technical Services		-	-	-	-	-	-	-	-	-	-	-	-	-	-	8,387	8,387
0351	Data Processing and Coding Services		7,337	7,337	7,049	7,094	6,759	6,181	6,181	12,927	-	6,256	75	300	(48,543)	18,953	90,062	71,109
			7,809	17,826	43,929	40,762	75,843	61,810	22,647	61,258	59,999	12,405	(44,018)	(72,479)	15,581	303,370	428,148	124,778
<u>Purchased Property Services</u>																		
0410	Utility Services		4,629	5,538	3,993	7,707	3,317	8,849	4,864	4,766	4,272	4,461	5,603	6,043	-	64,042	72,828.98	8,787
0420	Cleaning Services		3,424	17,608	2,709	10,839	5,254	5,122	3,468	-	5,078	23,735	5,166	176	-	82,579	54,972.34	(27,607)
0430	Repairs and Maintenance Services		-	350	13,744	2,756	16,235	5,766	1,272	17,771	(1,667)	-	8,815	5,222	-	70,264	81,677.04	11,413
0441	Renting Land and Buildings		54,250	54,250	54,250	54,250	54,250	54,250	54,250	54,464	54,036	54,250	54,250	54,250	-	650,997	624,203.00	(26,794)
0444	Other Rentals		-	416	208	208	19	7,404	874	-	220	-	(214)	487	-	9,622	3,225.19	(6,397)
0490	Other Purchased Property Services		-	330	-	-	275	165	-	165	165	-	110	275	-	1,485	-	(1,485)
			62,303	78,493	74,904	75,760	79,350	81,555	64,727	77,166	62,103	82,446	73,730	66,453	-	878,989	836,907	(42,083)
<u>Other Purchased Services</u>																		
0519	Student Transportation		-	-	-	-	-	775	-	-	-	-	3,110	-	-	3,885	-	(3,885)
0521	Property Insurance "Business Owners"		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0522	Liability Insurance "Errors and Omissions"		2,083	2,239	1,302	1,770	1,770	1,770	1,770	1,770	1,770	1,770	1,770	5,205	-	24,993	37,857	12,864
0523	Fidelity / Other Insurance "Umbrella"		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0531	Postage		-	-	45	-	451	-	-	-	-	-	-	-	-	496	15,171	14,675
0534	Telephone - Cell phone services		4,355	2,661	-	-	-	-	-	-	-	-	-	-	-	7,016	12,621	5,605
0535	Data Communications, Internet, Video		-	524	6,883	5,270	4,196	4,222	4,746	8,191	2,915	2,910	3,194	1,603	-	44,654	18,646	(26,008)
0540	Advertising		-	-	-	-	-	-	-	-	-	-	-	-	-	-	15,780	15,780
0550	Printing and Binding		-	-	-	-	-	-	-	-	-	-	-	-	-	-	39,522	39,522
0569	Tuition-Other		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0580	Travel		-	-	-	-	-	-	-	-	-	-	-	-	-	-	7,300	7,300
			6,438	5,424	8,230	7,040	6,418	6,767	6,516	9,962	4,686	4,680	8,074	6,808	-	81,044	146,896	65,853
<u>Supplies</u>																		
0610	General Supplies		-	26,388	35,126	3,616	35,999	35,050	-	4,483	1,394	-	8,797	4,337	15,000	170,189	247,949.06	77,760
0612	Non-Technology Supplies and Equipment		28,934	10,582	28,106	30,744	156,176	10,034	-	9,475	-	-	720	-	-	274,770	197,838.55	(76,931)
0622	Electricity		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0630	Food		-	-	34,732	-	30,546	25,022	-	73,466	-	22,885	44,422	21,828	25,774	278,675	271,812.29	(6,862)
0640	Books and Periodicals		-	-	9,561	-	-	-	-	-	-	-	-	-	-	9,561	2,870.94	(6,690)
0641	Textbooks		-	-	23,279	7,039	23,259	3,575	-	-	-	-	-	-	20,000	77,152	227,199.02	150,047
0651	Supplies -Tech -Software		4,189	5,415	-	6,475	8,625	7,739	-	-	-	-	-	6,000	30,000	68,443	162,229.05	93,786
0652	Technology Supplies-Equipment		-	2,481	-	1,831	1,831	5,310	-	1,831	-	-	3,666	3,804	50,000	70,754	131,455.81	60,702
			33,123	44,866	130,803	49,705	256,435	86,730	-	89,255	1,394	22,885	57,604	35,968	140,774	949,544	1,241,355	291,811
<u>Property</u>																		
0734	Technology-Related Hardware		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<u>Debt Service and Misc.</u>																		
0810	Dues and Fees		-	-	-	239	2,950	1,168	-	-	-	-	-	-	-	4,357	11,305	6,948
0892	Penalties and Interest		-	237	15,440	-	35,482	-	-	178	-	5,765	19,120	-	-	76,222	7,145	(69,077)
			-	237	15,440	239	38,432	1,168	-	178	-	5,765	19,120	-	-	80,578	18,449	6,948
<u>General</u>																		
0591	Sponsorship Fee		866	1,595	1,595	1,595	2,471	2,471	2,471	2,471	4,943	-	2,383	2,383	5,035	30,282	39,353	9,071
0790	Depreciation		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
			866	1,595	1,595	1,595	2,471	2,471	2,471	2,471	4,943	-	2,383	2,383	5,035	30,282	39,353	-
Total Expenses			183,076	357,778	476,297	377,712	690,799	482,005	293,238	457,757	334,953	331,886	362,058	228,044	161,390	4,735,031	4,275,536	(459,495)
Surplus (Deficit)			\$ (113,787)	(220,708)	(376,219)	(244,568)	122,380	(265,410)	\$ (32,905)	\$ 123,104	\$ (48,266)	\$ (49,433)	\$ (137,792)	\$ 63,836	\$ 174,245	\$ (1,003,561)	\$ 464,726	\$ (1,468,865)

Teach Las Vegas - NV
Monthly Cash Flow/Forecast FY23
 Revised 07/21/23



Enrollment:	325												Year-End Accruals	Annual Forecast	Original Budget		Favorable / (Unfav.)
	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23					
Cash Flow Adjustments																	
Monthly Surplus (Deficit)	(113,787)	(220,708)	(376,219)	(244,568)	122,380	(265,410)	(32,905)	123,104	(48,266)	(49,433)	(137,792)	63,836	174,245	(1,005,524)		7	
Cash flows from operating activities																	
Depreciation/Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Funding Receivables	-	-	113,102	-	-	-	-	-	-	2,890	5,780	-	(335,634)	(213,862)			
Grants and Contributions Rec.	-	126,449	77,396	-	-	-	-	-	-	-	-	-	-	203,845			
Due To/From Related Parties	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Prepaid Expenses	187	364	(573)	(105)	(105)	(105)	(105)	(105)	(105)	(105)	(105)	(1,786)	-	(2,646)			
Other Assets	28,934	-	-	-	-	-	-	-	-	-	-	-	-	28,934			
Accounts Payable	-	(60,729)	(51,376)	124,812	32,777	(76,124)	7,749	53,305	(971)	3,940	(21,773)	(39,350)	161,390	133,649			
Accrued Expenses	5,282	(16,519)	33,246	(3,197)	729	14,856	3,198	47,435	43,363	47,555	52,929	47,632	-	276,509			
Other Liabilities	54,091	51,863	53,953	(32,876)	3,521	17,768	(83,864)	(83,059)	(87,138)	49,920	217,115	(119,608)	-	41,685			
Cash flows from investing activities																	
Purchases of Prop. And Equip.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash flows from financing activities																	
Proceeds from Debt	-	-	434,483	-	535,264	-	-	-	-	-	-	-	-	969,748			
Payments on Debt	-	-	-	(55,000)	(262,383)	(20,000)	-	-	-	-	-	-	-	(337,383)			
Total Change in Cash	(25,293)	(119,279)	284,012	(210,934)	432,183	(329,015)	(105,928)	140,679	(93,116)	54,767	116,155	(49,276)					
Cash, Beginning of Month	68,380	43,087	(76,192)	207,774	(3,159)	429,023	100,008	(5,920)	134,759	41,643	96,410	212,565					
Cash, End of Month	<u>\$ 43,087</u>	<u>(76,192)</u>	<u>207,819</u>	<u>(3,159)</u>	<u>429,023</u>	<u>100,008</u>	<u>\$ (5,920)</u>	<u>\$ 134,759</u>	<u>\$ 41,643</u>	<u>\$ 96,410</u>	<u>\$ 212,565</u>	<u>\$ 163,289</u>	13	DCOH			

TEACH Las Vegas**Statement of Financial Position**

June 30, 2023

	Current Balance	Beginning Year Balance	YTD Change	YTD % Change
Assets				
Current Assets				
Cash and Cash Equivalents	\$ 163,292	\$ 68,380	\$ 94,912	139%
Public Funding Receivables	303,972	425,744	(121,772)	-29%
Grants & Contributions Receivable	119,981	323,825	(203,845)	-63%
Prepaid Expenses	6,835	4,189	2,646	63%
Total Current Assets	594,080	822,139	(228,059)	-28%
Long-Term Assets				
Property & Equipment, Net	(0)	(0)	-	0%
Total Long Term Assets	(0)	(0)	-	0%
Total Assets	\$ 594,080	\$ 822,138	\$ (228,059)	-28%
Liabilities				
Current Liabilities				
Accounts Payable	\$ 297,131	\$ 295,983	\$ 1,149	0%
Accrued Expenses	472,812	196,303	276,509	141%
Other Current Liabilities	108,960	101,719	7,241	7%
Total Current Liabilities	878,903	594,005	284,898	48%
Long-Term Liabilities				
Notes Payable, Net of Current Portion	535,980	-	535,980	0%
Other Long-Term Liabilities	130,828	-	130,828	0%
Total Long-Term Liabilities	666,809	-	666,809	0%
Total Liabilities	1,545,712	594,005	951,707	160%
Total Net Assets	(951,632)	228,134	(1,179,766)	-517%
Total Liabilities and Net Assets	\$ 594,080	\$ 822,138	\$ (228,059)	-28%

TEACH Las Vegas

Budget vs Actual

For the period ended June 30, 2023

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenues							
State Revenue Distributed School Account							
Basic General Governmental Services Tax	\$ 190,679	\$ 468,503	\$ (277,824)	\$ 2,225,213	\$ 2,810,454	\$ (585,241)	\$ 2,810,454
PCFP - English Learner (restricted)	4,090	-	4,090	44,991	-	44,991	-
PCFP - At-Risk (restricted)	1,426	-	1,426	15,691	-	15,691	-
Basic Support	-	252,167	(252,167)	-	337,791	(337,791)	337,791
Total State Revenue Distributed School Account	196,195	720,670	(524,474)	2,285,894	3,148,245	(862,350)	3,148,245
State Revenue							
Special Ed portion to DSA	-	140,944	(140,944)	15,703	140,944	(125,241)	140,944
Restricted Grants-in-Aid	-	-	-	711,659	897,319	(185,660)	897,319
E-Rate Funds	-	10,000	(10,000)	-	36,590	(36,590)	36,590
Total State Revenue	-	150,944	(150,944)	727,362	1,074,853	(347,491)	1,074,853
Federal Revenue							
Title I	8,845	28,948	(20,103)	53,440	115,793	(62,353)	115,793
Title IIA	-	8,570	(8,570)	-	34,281	(34,281)	34,281
Title III - Restricted Grants-in-Aid From the Federal Government Through the State	-	-	-	4,799	-	4,799	-
Title IV - Restricted Grants-in-Aid From the Federal Government Through the State	4,268	-	4,268	4,268	-	4,268	-
Special Education Part B	-	23,095	(23,095)	20,747	23,095	(2,348)	23,095
Restricted Grants-in-Aid From the Federal Government Through the State	82,572	94,678	(12,106)	298,748	343,995	(45,247)	343,995
Total Other State Revenue	95,685	155,291	(59,606)	382,001	517,163	(135,162)	517,163
Other Local Revenue							
Other Activity Income	-	-	-	578	-	578	-
Total Other Local Revenue	-	-	-	578	-	578	-
Total Revenues	291,880	1,026,905	(735,025)	3,395,835	4,740,261	(1,344,425)	4,740,261
Expenses							
Certificated Salaries							
Salaries of Regular Employees Paid to Teachers	105,234	59,604	(45,630)	1,289,065	661,427	(627,639)	661,427
Salaries of Regular Employees Paid to Instructional Aides or Assistants	-	5,455	5,455	-	60,000	60,000	60,000
Salaries of Regular Employees Paid to Licensed Administration	10,222	8,199	(2,023)	179,638	98,385	(81,253)	98,385
Total Certificated Salaries	115,456	73,258	(42,198)	1,468,703	819,812	(648,891)	819,812
Classified Salaries							
Salaries of Regular Employees Paid to Other Classified / Support Staff	29,041	21,012	(8,029)	364,713	245,664	(119,049)	245,664
Total Classified Salaries	29,041	21,012	(8,029)	364,713	245,664	(119,049)	245,664
Benefits							
Social Security Contributions for Licensed Administration	-	-	-	482	-	(482)	-
Social Security Contributions for Other Classified / Support Staff	308	-	(308)	1,963	-	(1,963)	-
Retirement Contributions for Teachers	20,414	17,434	(2,979)	239,544	193,467	(46,077)	193,467
Retirement Contributions for Instructional Aides or Assistants	-	338	338	-	3,720	3,720	3,720
Retirement Contributions for Licensed Administration	3,740	508	(3,231)	47,505	6,100	(41,405)	6,100
Retirement Contributions for Other Classified / Support Staff	5,024	6,146	1,122	62,477	71,857	9,379	71,857
Medicare Payments for Teachers	1,471	864	(607)	18,047	9,591	(8,456)	9,591
Medicare Payments for Instructional Aides or Assistants	-	79	79	-	870	870	870
Medicare Payments for Licensed Administration	146	119	(27)	2,460	1,427	(1,034)	1,427
Medicare Payments for Other Classified / Support Staff	398	305	(93)	4,975	3,562	(1,412)	3,562
Unemployment Compensation for Teachers	3,063	1,181	(1,882)	33,254	13,104	(20,150)	13,104
Unemployment Compensation for Instructional Aides or Assistants	-	164	164	-	1,800	1,800	1,800
Unemployment Compensation for Licensed Administration	136	78	(58)	2,831	936	(1,895)	936
Unemployment Compensation for Other Classified / Support Staff	850	551	(299)	10,493	6,444	(4,049)	6,444
Worker's Comp: Teachers	379	358	(21)	4,020	4,299	280	4,299
Worker's Comp: Instructional Aides	-	33	33	-	390	390	390
Worker's Comp: Licensed Admin.	-	53	53	-	639	639	639
Worker's Comp: Other Classified	-	133	133	-	1,597	1,597	1,597
Health Benefits: Teachers	7,835	13,147	5,312	140,141	157,765	17,624	157,765
Health Benefits: Licensed Admin.	745	446	(300)	10,264	5,346	(4,918)	5,346
Health Benefits: Other Classified	(96)	1,337	1,433	1,314	16,038	14,724	16,038
Total Benefits	44,412	43,274	(1,139)	579,768	498,952	(80,816)	498,952

TEACH Las Vegas**Budget vs Actual**

For the period ended June 30, 2023

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Books & Supplies							
Textbooks	-	380	380	57,152	227,199	170,047	227,199
Books and Reference Materials	-	-	-	9,561	2,871	(6,690)	2,871
Supplies - Technology - Software	6,000	9,359	3,359	38,443	162,229	123,786	162,229
Supplies/Equipment - Information Technology Related	3,804	742	(3,062)	20,754	131,456	110,702	131,456
Travel	-	157	157	-	7,300	7,300	7,300
General Supplies	4,337	12,126	7,789	155,189	247,949	92,760	247,949
Supplies/Equipment - Non-information technology supplies and equipment	-	102,431	102,431	274,770	197,839	(76,931)	197,839
Food Services	21,828	-	(21,828)	252,901	271,812	18,912	271,812
Total Books & Supplies	35,968	125,194	89,225	808,770	1,248,654	439,885	1,248,654
Subagreement Services							
Professional Educational Services	15,614	1,925	(13,689)	138,245	12,081	(126,164)	12,081
Student Transportation	-	-	-	3,885	-	(3,885)	-
Total Subagreement Services	15,614	1,925	(13,689)	142,130	12,081	(130,049)	12,081
Operations & Housekeeping							
Dues and Fees	-	276	276	4,357	11,305	6,948	11,305
Insurance	5,205	2,807	(2,399)	24,993	37,857	12,864	37,857
Utility Services	6,043	6,229	186	64,042	72,829	8,787	72,829
Cleaning Services	176	5,523	5,346	82,579	54,972	(27,607)	54,972
Miscellaneous Expenditures	-	-	-	(0)	-	0	-
General	2,383	6,559	4,175	25,247	39,353	14,106	39,353
Telephone - Cell phone services	-	1,031	1,031	7,016	12,621	5,605	12,621
Data Communications, Internet, Video, T-lines, web-based programs, etc	1,603	-	(1,603)	44,654	18,646	(26,008)	18,646
Postage	-	556	556	496	15,171	14,675	15,171
Total Operations & Housekeeping	15,411	22,980	7,569	253,384	262,754	9,371	262,754
Facilities, Repairs & Other Leases							
Renting Land and Buildings	54,250	52,017	(2,233)	650,997	624,203	(26,794)	624,203
Other Leases	487	631	144	9,622	3,225	(6,397)	3,225
Other Purchased Property Services	275	-	(275)	1,485	-	(1,485)	-
Repairs and Maintenance Services	5,222	7,890	2,668	70,264	81,677	11,413	81,677
Total Facilities, Repairs & Other Leases	60,234	60,538	304	732,368	709,105	(23,263)	709,105
Professional/Consulting Services							
Other Professional Services	7,350	129	(7,221)	125,279	22,855	(102,424)	22,855
Prof-Dev/Technology Training	-	14,873	14,873	-	32,468	32,468	32,468
Technical Services	-	3,908	3,908	-	8,387	8,387	8,387
Official/Administrative Services	(95,743)	19,751	115,494	(46,731)	237,013	283,744	237,013
Printing and Binding	-	-	-	-	39,522	39,522	39,522
Data Processing and Coding Services	300	10,334	10,034	67,496	90,062	22,566	90,062
Marketing	-	-	-	3,500	25,284	21,784	25,284
Advertising	-	-	-	-	15,780	15,780	15,780
Total Professional/Consulting Services	(88,093)	48,996	137,089	149,544	471,369	321,825	471,369
Interest							
Penalties and Interest	-	-	-	76,222	7,145	(69,077)	7,145
Total Interest	-	-	-	76,222	7,145	(69,077)	7,145
Total Expenses	228,043	397,176	169,132	4,575,601	4,275,536	(300,065)	4,275,536
Change in Net Assets	63,837	629,729	(565,892)	(1,179,766)	464,725	(1,644,490)	464,725
Net Assets, Beginning of Period	(1,015,469)			228,134			
Net Assets, End of Period	\$ (951,632)			\$ (951,632)			

TEACH Las Vegas**Statement of Cash Flows**

For the period ended June 30, 2023

	Month Ended 06/30/23	YTD Ended 06/30/23
Cash Flows from Operating Activities		
Change in Net Assets	\$ 63,837	\$ (1,179,766)
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Decrease/(Increase) in Operating Assets:		
Public Funding Receivables	-	121,772
Grants, Contributions & Pledges Receivable	-	203,845
Public Funding Receivables	-	-
Prepaid Expenses	(1,786)	(2,646)
Accounts Payable	(39,350)	1,149
Accrued Expenses	47,632	276,509
Other Liabilities	(119,608)	239,566
Total Cash Flows from Operating Activities	(49,275)	(339,571)
Proceeds from Factoring	-	434,483
Total Cash Flows from Financing Activities	-	434,483
Change in Cash & Cash Equivalents	(49,275)	94,912
Cash & Cash Equivalents, Beginning of Period	212,567	68,380
Cash and Cash Equivalents, End of Period	\$ 163,292	\$ 163,292

TEACH Las Vegas

Accounts Payable Aging

June 30, 2023

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Revolution Foods, PBC	0323-C002877	3/31/2023	4/30/2023	\$ -	\$ -	\$ -	\$ 27,774	\$ -	\$ 27,774
Revolution Foods, PBC	0423-C002877	4/30/2023	5/30/2023	-	-	16,648	-	-	16,648
Revolution Foods, PBC	0523-C002877	5/31/2023	6/30/2023	21,828	-	-	-	-	21,828
Cheerleading Company	0678267CW	11/15/2022	12/15/2022	-	-	-	-	14,917	14,917
Pacific Business Technologies North	10755	3/14/2023	3/24/2023	-	-	-	-	1,831	1,831
Pacific Business Technologies North	10874-01	4/13/2023	4/23/2023	-	-	-	142	-	142
Pacific Business Technologies North	11032	5/15/2023	5/25/2023	-	-	1,831	-	-	1,831
Charter Impact	13316	10/1/2022	10/1/2022	-	-	-	-	7,434	7,434
Charter Impact	13385	9/30/2022	10/1/2022	-	-	-	-	1,201	1,201
Charter Impact	13466	11/1/2022	11/1/2022	-	-	-	-	7,099	7,099
Charter Impact	13523	10/31/2022	11/1/2022	-	-	-	-	20	20
Charter Impact	13582	12/1/2022	12/1/2022	-	-	-	-	6,521	6,521
Charter Impact	13680	1/1/2023	1/1/2023	-	-	-	-	6,521	6,521
Charter Impact	13822	2/1/2023	2/1/2023	-	-	-	-	6,521	6,521
Charter Impact	13912	1/31/2023	2/1/2023	-	-	-	-	225	225
Charter Impact	13983	3/1/2023	3/1/2023	-	-	-	-	6,521	6,521
Charter Impact	14075	4/1/2023	4/1/2023	-	-	-	6,521	-	6,521
Charter Impact	14143	3/31/2023	4/1/2023	-	-	-	75	-	75
Charter Impact	14229	5/1/2023	5/1/2023	-	-	340	-	-	340
ServiceMaster Restoration by EMT	14233-WTR	11/30/2021	11/30/2021	-	-	-	-	10,671	10,671
ServiceMaster Restoration by EMT	14233-WTR-01	9/22/2022	9/22/2022	-	-	-	-	10,706	10,706
Charter Impact	14307	4/30/2023	5/1/2023	-	-	75	-	-	75
Charter Impact	14378	6/1/2023	6/1/2023	-	340	-	-	-	340
Charter Impact	14464	5/31/2023	6/1/2023	-	75	-	-	-	75
Charter Impact	14579	6/30/2023	7/30/2023	225	-	-	-	-	225
GoTo Communications, Inc.	1N7101919942	5/1/2023	5/16/2023	-	-	801	-	-	801
Schola	2079	5/15/2023	8/13/2023	3,000	-	-	-	-	3,000
Schola	2131	6/15/2023	9/13/2023	3,000	-	-	-	-	3,000
Fencing Specialists, Inc.	21321	6/11/2021	6/11/2021	-	-	-	-	17,462	17,462
Wildflower Therapy Services, LLC	223	10/31/2022	11/30/2022	-	-	-	-	4,740	4,740
Wildflower Therapy Services, LLC	278	2/28/2023	3/31/2023	-	-	-	-	4,260	4,260
Wildflower Therapy Services, LLC	321	5/30/2023	6/30/2023	5,920	-	-	-	-	5,920
Scoot Education Inc.	35355	2/22/2023	3/1/2023	-	-	-	-	1,040	1,040
Scoot Education Inc.	36077	3/1/2023	3/31/2023	-	-	-	-	1,300	1,300
Scoot Education Inc.	37268	3/8/2023	3/15/2023	-	-	-	-	260	260
Scoot Education Inc.	38758	3/29/2023	4/6/2023	-	-	-	2,860	-	2,860
Scoot Education Inc.	39447	4/5/2023	4/12/2023	-	-	-	2,860	-	2,860
Scoot Education Inc.	40820	4/19/2023	5/19/2023	-	-	1,040	-	-	1,040
Scoot Education Inc.	41412	4/26/2023	5/3/2023	-	-	520	-	-	520

TEACH Las Vegas

Accounts Payable Aging

June 30, 2023

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Scoot Education Inc.	42367	5/3/2023	5/10/2023	-	-	520	-	-	520
Scoot Education Inc.	42949	5/10/2023	5/17/2023	-	-	520	-	-	520
Scoot Education Inc.	43722	5/17/2023	5/24/2023	-	-	174	-	-	174
Scoot Education Inc.	44295	5/23/2023	5/30/2023	-	-	520	-	-	520
MasterCorp Commercial Services	48858	12/1/2022	12/31/2022	-	-	-	-	5,078	5,078
MasterCorp Commercial Services	49224	1/1/2023	1/31/2023	-	-	-	-	5,078	5,078
MasterCorp Commercial Services	49613	2/1/2023	3/3/2023	-	-	-	-	5,078	5,078
MasterCorp Commercial Services	50486	4/1/2023	5/1/2023	-	-	5,078	-	-	5,078
MasterCorp Commercial Services	50879	5/1/2023	5/31/2023	-	5,078	-	-	-	5,078
Communication Electronic Systems LLC	537066	5/12/2023	6/11/2023	-	55	-	-	-	55
Communication Electronic Systems LLC	537131	5/12/2023	6/11/2023	-	55	-	-	-	55
Communication Electronic Systems LLC	537480	6/9/2023	7/9/2023	55	-	-	-	-	55
Communication Electronic Systems LLC	537481	6/9/2023	7/9/2023	55	-	-	-	-	55
Communication Electronic Systems LLC	537551	6/9/2023	7/9/2023	55	-	-	-	-	55
Troop LLC	667	12/15/2021	1/14/2022	-	-	-	-	556	556
Howard & Howard Attorneys PLLC	735772	1/18/2023	1/18/2023	-	-	-	-	1,086	1,086
Troop LLC	769	1/31/2022	3/15/2022	-	-	-	-	1,534	1,534
Brady Industries	7919653	3/17/2023	4/16/2023	-	-	-	2,769	-	2,769
Williams Scotsman, INC	9017593371	5/2/2023	5/2/2023	-	-	242	-	-	242
Williams Scotsman, INC	9017846676	5/30/2023	5/30/2023	-	-	245	-	-	245
Troop LLC	910	3/31/2022	4/30/2022	-	-	-	-	2,423	2,423
EMCOR Services Mesa Energy	970008844	1/6/2023	2/5/2023	-	-	-	-	312	312
EMCOR Services Mesa Energy	970008845	1/6/2023	2/5/2023	-	-	-	-	606	606
EMCOR Services Mesa Energy	970008846	1/6/2023	2/5/2023	-	-	-	-	354	354
EMCOR Services Mesa Energy	970009476	3/7/2023	4/6/2023	-	-	-	312	-	312
EMCOR Services Mesa Energy	970009477	3/7/2023	4/6/2023	-	-	-	312	-	312
EMCOR Services Mesa Energy	970009478	3/7/2023	4/6/2023	-	-	-	606	-	606
EMCOR Services Mesa Energy	970009479	3/7/2023	4/6/2023	-	-	-	606	-	606
EMCOR Services Mesa Energy	970009480	3/7/2023	4/6/2023	-	-	-	354	-	354
EMCOR Services Mesa Energy	970009481	3/7/2023	4/6/2023	-	-	-	354	-	354
EMCOR Services Mesa Energy	970009903	4/10/2023	5/10/2023	-	-	312	-	-	312
EMCOR Services Mesa Energy	970009904	4/10/2023	5/10/2023	-	-	606	-	-	606
EMCOR Services Mesa Energy	970009905	4/10/2023	5/10/2023	-	-	354	-	-	354
EMCOR Services Mesa Energy	970010204	5/8/2023	6/7/2023	-	312	-	-	-	312
EMCOR Services Mesa Energy	970010205	5/8/2023	6/7/2023	-	606	-	-	-	606
EMCOR Services Mesa Energy	970010206	5/8/2023	6/7/2023	-	354	-	-	-	354
GoTo Communications, Inc.	IN7102038622	6/1/2023	6/16/2023	-	801	-	-	-	801
Meal Time	MTMN00000480	1/27/2023	2/26/2023	-	-	-	-	2,830	2,830
Nevada PERS	NEVA012023	1/20/2023	1/20/2023	-	-	-	-	45,707	45,707
Divine Line	PO-1402	5/9/2023	5/9/2023	-	-	666	-	-	666

TEACH Las Vegas

Accounts Payable Aging

June 30, 2023

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Sehi Computer Products, Inc.	R00008274	10/18/2022	11/17/2022	-	-	-	-	(611)	(611)
Total Outstanding Invoices				<u>\$ 34,138</u>	<u>\$ 7,676</u>	<u>\$ 30,492</u>	<u>\$ 45,545</u>	<u>\$ 179,280</u>	<u>\$ 297,131</u>

TEACH Las Vegas**Check Register**

For the period ended June 30, 2023

Check Number	Vendor Name	Transaction Description	Check Date	Check Amount
10491	Distinctive Insurance	D&O/EPL Insurance Renewal - 06/07/23 - 06/07/24	6/13/2023	\$ 6,835.00
10492	CliftonLarsonAllen LLP	Audit Svcs - 06/30/22	6/20/2023	7,350.00
10493	EMCOR Services Mesa Energy	Maintenance & Repair Svcs-11/22	6/26/2023	1,406.00
10494	Staples	Office Supplies	6/26/2023	1,567.34
ACH	The Hartford	Workers Comp Ins.	6/5/2023	379.15
ACH	Health Plan of Nevada	Health Ins - 06/23	6/5/2023	10,008.99
ACH	NV Energy	Utility Svcs - 04/17/23 - 05/16/23	6/8/2023	789.51
ACH	NV Energy	Utility Svcs - 04/17/23 - 05/16/23	6/8/2023	839.27
ACH	NV Energy	Utility Svcs - 04/17/23 - 05/16/23	6/8/2023	2,879.78
ACH	Las Vegas Valley Water District	Utility Svcs - 04/27/23 - 05/24/23	6/16/2023	1,534.34
ACH	Bank of Nevada	Analysis Charges	6/21/2023	100.00
ACH	Republic Services #620	Janitorial Svcs	6/21/2023	176.44

Total Disbursements Issued in June **\$ 33,865.82**

Coversheet

Cam Factoring Agreement

Section: III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION
Item: E. Cam Factoring Agreement
Purpose: Vote
Submitted by:
Related Material: Factoring_Agreement_TEACH_Las_Vegas_July_26__2023.pdf

FACTORING AGREEMENT

THIS FACTORING AGREEMENT (“**Agreement**”) is made and executed this July 26, 2023 (the “**Effective Date**”) by and between TEACH Las Vegas DBA TEACH Las Vegas Charter School, 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.

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")

2.5 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.

3. **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 on or prior to August 15, 2022, 2022.
- (l) Seller’s Enrollment Variation measured as of the last day of any calendar month fails to meet Lender’s underwriting criteria in effect on such date as determined by Lender in Lender’s sole and absolute discretion.
- (m) The occurrence of any event which Lender determines in Lender’s sole and absolute discretion impacts Seller’s ability to pay (or cause to be paid) to Lender any amounts due under this Agreement.

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 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

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# 2. School Code# 112100	\$107,195.13	\$ -	2.99%	\$3,205.13	-\$103,990.00
Nevada Department of Education	FY 22-23 State Aid Distributive School Account (DSA) Oct PMT. District Code# 2. School Code# 112100	\$100,000.00	\$ -	3.99%	\$3,990.00	-\$96,010.00
Total		\$207,195.13	\$ -		\$7,195.13	-\$200,000.00

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

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 TEACH Las Vegas Charter School 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 July 26, 2023 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) Charter 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 July 26, 2023.

TEACH Las Vegas DBA TEACH Las Vegas Charter School

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: July 26, 2023

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

Coversheet

Selection of the FY 22-23 Independent Auditor for TEACH Las Vegas

Section: III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION
Item: F. Selection of the FY 22-23 Independent Auditor for TEACH Las Vegas
Purpose: Vote
Submitted by:
Related Material: TEACH_Las_Vegas_2023_-_Statement_of_Work_-_Audit_Services.pdf



CliftonLarsonAllen LLP
<https://www.claconnect.com>

Statement of Work - Audit Services

July 18, 2023

This document constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated January 14, 2022, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and TEACH Las Vegas ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the year ended June 30, 2023.

Derrick DeBruyne is responsible for the performance of the audit engagement.

Scope of audit services

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of TEACH Las Vegas, and the related notes to the financial statements as of and for the year ended June 30, 2023.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements.

The RSI will be subjected to certain limited procedures, but will not be audited.

We will also evaluate and report on the presentation of the supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole.

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of your financial statements and the related notes.
- Preparation of the supplementary information.
- Preparation of adjusting journal entries
- Preparation of the informational tax return(s)

Audit objectives

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the

financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Our audit will be conducted in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require us to be independent of the entity and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. Our audit will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinions.

We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

We will issue a written report upon completion of our audit of your financial statements.

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from the engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue a report, or withdrawing from the engagement.

We will also provide a report (which does not include an opinion) on internal control over financial reporting and on compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements, as required by *Government Auditing Standards*. The report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not

suitable for any other purpose. If during our audit we become aware that the entity is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit conducted in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*.

Those standards require that we exercise professional judgment and maintain professional skepticism throughout the planning and performance of the audit. As part of our audit, we will:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and evaluate whether audit evidence obtained is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the amounts and disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on our evaluation of audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Although our audit planning has not been concluded and modifications may be made, we have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management override of controls
- Revenue recognition

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards*. Because we will not perform a detailed examination of all transactions, material misstatements,

whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not require auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any identified or suspected instances of fraud and any identified or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements that may have occurred that are required to be communicated under *Government Auditing Standards*.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements and RSI in accordance with U.S. GAAP.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for 12 months beyond the financial statement date.

You are responsible for the design, implementation, and maintenance of effective internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities and safeguarding assets to help ensure that appropriate goals and objectives are met. You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered. You are responsible for taking timely and appropriate steps to remedy any fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we may report.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including amounts and disclosures, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, and for the accuracy and completeness of that information (including information from within and outside of the general and subsidiary ledgers); (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

Management is responsible for the preparation of the supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the

audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

Use of financial statements

Should you decide to include or incorporate by reference these financial statements and our auditors' report(s) thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent

event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing confidential or sensitive information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Nevada State Board of Education, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies or electronic versions of selected audit documentation to the

aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Nevada State Board of Education. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our audit engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific SOW for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Fees

Our professional fees are outlined in the table below:

Service	Fee
Financial Statement Audit	\$16,550
SBITAs audit resource fee and testing of SBITA agreements	\$2,000
Assistance in implementing SBITA's	\$800 per agreement
Total	\$18,550

We will also bill for expenses including travel, internal and administrative charges, and a technology and client support fee of five (5%) of all professional fees billed. Our fee is based on anticipated cooperation from your personnel and their assistance with locating requested documents and preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher.

Professional fees will be billed as follows:

Progress bill to be mailed on	Amount to be billed
Upon execution of the SOW	One-third of our professional fees
Upon the commencement of substantive procedures	One-third of our professional fees
Issuance of draft report(s)	One-third of our professional fees

Unexpected circumstances

We will advise you if unexpected circumstances require significant additional procedures resulting in a substantial increase in the fee estimate.

Changes in accounting and audit standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the SOW increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Agreement

We appreciate the opportunity to provide to you the services described in this SOW under the MSA and believe this SOW accurately summarizes the significant terms of our audit engagement. This SOW and the MSA constitute the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA related to audit services. If you have any questions, please let us know. Please sign, date, and return this SOW to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP

Response:

This letter correctly sets forth the understanding of TEACH Las Vegas.

CLA
CLA

Derrick DeBruyne

Derrick DeBruyne, Principal

Client
TEACH Las Vegas

SIGN:

Matt Brown, CFO

DATE:

Coversheet

TEACH Las Vegas Tax Return

Section: III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION
Item: G. TEACH Las Vegas Tax Return
Purpose: Vote
Submitted by:
Related Material:
TEACH_Las_Vegas_2023_-_Entity_Tax_Compliance_Statement_of_Work.pdf



CliftonLarsonAllen LLP
<https://www.claconnect.com>

Entity Tax Compliance Statement of Work

CLA Client ID:A127863

Date: July 19, 2023

TEACH Las Vegas

4660 N. Rancho Drive, Las Vegas, NV, 89130, USA

Statement of Work - Tax Exempt Returns and Filings

This document constitutes a statement of work (“SOW”) under the master service agreement (“MSA”) dated January 14, 2022, or any superseding MSA, made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and TEACH Las Vegas (“you,” “your,” or “the organization”). The purpose of this SOW is to confirm our understanding of the scope of services, responsibilities, limitations, and related terms of our engagement for the year ended June 30, 2023.

Our responsibility to you

We will prepare the entity's federal and state returns and filings as defined herein in accordance with the applicable tax laws. We will use our judgment in resolving questions where the law is unclear, and where there is reasonable authority, we will resolve questions in your favor whenever possible.

We will not audit or otherwise verify the accuracy or completeness of the information we receive from you for the preparation of the returns and filings, and our engagement cannot be relied upon to uncover errors or irregularities in the underlying information.

Your responsibilities

It is your responsibility to provide us with all of the information needed to prepare complete and accurate returns and filings. We will have no obligation to prepare the returns and filings until you have provided such information to us. It is your responsibility to comply with all foreign jurisdiction filing requirements. We have no obligation to prepare returns for foreign jurisdictions.

CLA requires that you provide information 60 days prior to the filing deadline. If you provide information after that date, we may be unable to complete the return(s) by the original filing deadline and may need to file an extension. If an extension is filed and information is not provided by 60 days prior to the extended filing deadline, we may be unable to complete your return(s) by the extended due date. Failure to timely file your return(s) or to file for an extension can result in penalties which can be substantial.

The United States Supreme Court ruled in *South Dakota versus Wayfair* (6/21/18) that physical presence is

no longer required to establish nexus for sales tax. This ruling may have broad implications, even beyond sales tax, as to where an entity is subject to tax. Please note that if the entity had a taxable presence in more than one jurisdiction, such as an employee or agent within the jurisdiction, any tangible property owned or rented within the jurisdiction, or if the entity exceeds any applicable economic nexus thresholds, the entity, its owners, or related entities may be subject to state or local income, sales, use, franchise, or gross receipts tax in that jurisdiction depending upon the particular facts. It is the entity's responsibility, not CLA's, to determine if assistance is needed in deciding whether the entity, its owners, or related entities may be liable for income, sales, use, franchise, or gross receipts tax, or have a filing requirement in the various state or local jurisdictions.

It is important for you to identify any ownership OR signature authority over a foreign bank account or other foreign financial assets which includes but is not limited to foreign: stocks, mutual funds, partnerships, bonds, retirement accounts, estates, trusts, annuities, swaps, and derivatives. Failure to disclose penalties can be significant, starting at \$10,000 and can be upwards of 50 percent of the value of the asset. Please provide account statements if you have any foreign account ownership or signature authority. Note that these rules do not apply to foreign investments held by U.S. mutual funds. In addition, ownership in a foreign business entity (association, corporation, disregarded entity, or partnership) could trigger additional U.S. foreign informational reporting requirements. These reporting requirements require the disclosure of ownership, financial information, and related-party transactions. Failure to properly disclose ownership, related-party transactions, and the required information could trigger a penalty of up to \$25,000 penalty per filing. We cannot be held responsible if you fail to identify or provide such information to us.

For all nonattest services we may provide to you, including these tax services, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services. You are responsible to carefully review the returns and filings that we prepare on your behalf before they are signed and submitted to tax authorities. We will advise you with regard to tax positions taken in the preparation of the returns and filings, but the responsibility for the returns and filings remains with you.

Section 174 Capitalization Requirement

For tax years beginning after December 31, 2021, research and experimental ("R&E") expenditures under IRC Section 174 are required to be capitalized and amortized. In the case of domestic R&E expenditures, the amortization period is 5 years, and in the case of foreign R&E expenditures the amortization period is 15 years. In order to comply with the new law, your R&E expenditures under Section 174 must be identified and properly categorized. Additionally, the IRS is requiring taxpayers with Section 174 expenditures to file a change in accounting method with their tax return, which may be done this tax year on a Form 3115 or equivalent statement. We will bill at our standard hourly rates for services related to this law change.

Tax examinations

All returns and filings are subject to potential examination by the IRS and state taxing authorities. In the

event of an examination, we will be available, at your request, to assist or represent you. Services in connection with tax examinations are not included in our fee for preparation of your returns and filings. Our fee for such services will be billed to you, along with any direct costs.

Record retention

You are responsible for retaining all documents, records, canceled checks, receipts, or other evidence in support of information and amounts reported on your returns and filings. These items may be necessary in the event a taxing authority examines or challenges your returns or filings. These records should be kept for at least seven years. Your copy of the returns and filings should be retained indefinitely.

If carryover item(s) exist (e.g., capital loss, net operating loss, tax credits, etc.), you should retain the supporting records related to the carryover item(s) until the item has either been utilized (and the statute of limitations associated with the year of utilization has expired) or the carryforward period has expired.

In preparing the returns and filings, we rely on your representation that you understand and have complied with these documentation requirements. You are responsible for the proper recording of transactions in the books of accounts, for the safeguarding of assets, and for the substantial accuracy of your financial records.

All of the records that you provide to us to prepare your returns and filings will be returned to you after our use. Our working papers, including any copies of your records that we chose to make, are our property and will be retained by us in accordance with our established records retention policy. This policy states, in general, that we will retain our working papers for a period of seven years. After this period expires, our working papers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time our records are available. The working papers and files of our firm are not a substitute for your records.

Tax consulting services

This statement of work also covers tax consulting services that may arise for which you seek our consultation and advice, both written and oral, that are not the subject of a separate statement of work. These additional services are not included in our fees for the preparation of the federal and state returns and filings. Our fee for such services will be billed to you, along with any direct costs.

We will base our tax analysis and conclusions on the facts you provide to us, and will not independently verify those facts. We will review the applicable tax law, tax regulations, and other tax authorities, all of which are subject to change. At your request, we will provide a memorandum of our conclusions. Written advice provided by us is for your information and use only and is not to be provided to any third party without our express written consent.

Unless we are separately engaged to do so, we will not continuously monitor and update our advice for subsequent changes or modifications to the tax law and regulations, or to the related judicial and administrative interpretations.

Fees

We have estimated our professional fees for tax compliance services in the fee table below. We will prepare and sign as paid preparer the returns and filings identified herein. Our professional fee reflects that, if

needed, CLA will provide you with first and second drafts of each return or filing. Additional drafts requested by you may result in additional professional fees based on time incurred. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. These estimates are based on anticipated cooperation from your personnel and their assistance with locating requested documents and preparing requested schedules. If the requested items are not available on the dates required or are not accurate, additional fees or expenses will be billed. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee and expense estimates. Also, we may need to perform additional services if significant changes to the tax law occur. Our invoices for these fees, plus applicable state and local taxes, are payable on presentation.

Tax Compliance Services or Form Description	Fee Detail
Preparation of IRS Form 990 – Return of Organization Exempt from Income Tax	\$3,500

Termination of agreement

Either party (you or CLA) may terminate this SOW at any time by giving written notice to the other party. In that event, the provisions of this SOW and the MSA shall continue to apply to all services rendered prior to termination.

Agreement

We appreciate the opportunity to provide the services described in this SOW under the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please return a signed copy to us to indicate your acknowledgment and understanding of, and agreement with, this SOW.

CliftonLarsonAllen LLP

Derrick DeBruyne
Principal
derrick.debruyne@claconnect.com

Accepted on behalf of:

CLA
CLA

Derrick DeBruyne

Derrick DeBruyne, Principal

SIGNED 7/20/2023, 3:20:47 PM PDT

Client
TEACH Las Vegas

SIGN:

Matt Brown, CFO

DATE:

Coversheet

Certify the Certificate of Compliance

Section: III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION
Item: H. Certify the Certificate of Compliance
Purpose: Vote
Submitted by:
Related Material: August TEACH LV Compliance Certification.docx

Joe Lombardo
Governor

STATE OF NEVADA

Rebecca Feiden
Executive Director



STATE PUBLIC CHARTER SCHOOL AUTHORITY

1749 North Stewart Street Suite 40
Carson City, Nevada 89706-2543
(775) 687-9174 · Fax (775) 687-9113

2080 East Flamingo Road Suite 230
Las Vegas, Nevada 89119-5164
(702) 486-8895 · Fax (702) 486-5543

STATE PUBLIC CHARTER SCHOOL AUTHORITY
ORGANIZATIONAL PERFORMANCE FRAMEWORK
Self-Certification Form

Updated July 2022 for School Year Ending Jun 30, 2023

Dear Charter School Leaders and Board members:

In addition to the desk audit and regular Site Evaluations pursuant to NRS 388A.223(1)(i), the SPCSA staff also conducts these self-certifications to confirm certain areas of school performance. The self-certification is focused on confirming that schools are consistently in compliance with all applicable federal, state, local and agency requirements. In addition to this certification, SPCSA staff reviews documentation and gathers information from other relevant agencies, such as the Nevada Department of Education (NDE), to confirm compliance with these areas.

Please review and certify the compliance of your school with the following Organizational Performance Framework (OPF) areas.

The period of review being certified is for the School Year ending June 30, 2023. This updated version reflects the removal of three self-certification requirements. SPCSA staff will confirm compliance regarding those three areas with NDE, document review, and/or other third-party sources.

Deadline:

These self-certification forms must be returned to the SPCSA by being posted in Epicenter no later than August 1, 2023. Prior to the submission of the form, the school’s board shall review and approve the form at a regularly scheduled board meeting.

References, e.g. “1b”, refer to sections in the [OPF Technical Guide](#). The below items are select—and not all—areas from the OPF requiring self-certification by the school board. See the OPF Technical Guide for all other areas being reviewed by the SCPSA.

Self-Certification List (Select ¹ OPF items)	
Indicator 1: Education Program	
1. The school conducted initial evaluations within the 45-day timeline to determine if students had a disability and were eligible for special education services. 1c	Yes xNo <input type="checkbox"/>
2. The school only uses Staff (internal or contracted) who hold Nevada licensure in special education to provide special education services, pursuant to NRS 388A.518. 1c	Yes xNo <input type="checkbox"/>
3. Evaluations and current, signed IEPs are on file for all special education students when available. 34 CFR 300.341-350 and 300.531-536 and NAC 388 https://www.leg.state.nv.us/nac/nac-388.html . 1c	Yes xNo <input type="checkbox"/>
4. The school ensured that all students with disabilities and all students receiving instruction in a class funded with Gifted and Talented Funds were served at the required student- teacher ratios (NAC 388.150). 1c	Yes xNo <input type="checkbox"/>
5. The school took proper steps to identify all students in need of ELL services as required by law, evidenced by: a. The presence of completed Home Language Surveys (HLS) of pupil records reviewed; b. Screening Tests for pupils identified as having a primary home language other than English and for students who have received ELL services at the charter school; and evidence of Parent Notification for identified pupils. 1d	Yes xNo <input type="checkbox"/>
6. Staff the school uses (internal or contracted) to provide services to English Language Learners hold, as required by law, Nevada licenses with English Language Acquisition and Development (ELAD) endorsements (with or without practicum). 1d	Yes xNo <input type="checkbox"/>
Indicator 2. Financial Management and Oversight	

¹ While SPCSA staff will rely on verified data from NDE and PERS for some data, school boards are encouraged to

confirm for themselves compliance with the following items which appeared on prior versions of this form: The 95% student testing participation requirement for all mandated statewide assessments; material compliance with student attendance requirements, achieving attendance of 90% or greater; the school is current with all PERS obligations.

7. The governing board certifies that it is submitting all required reports in the NDE chart of accounts (COA) formats required by the Department. 2c	Yes xNo <input type="checkbox"/>
Indicator 3: Governance and Reporting	
8. The Attorney General did not issue findings of fact and conclusions of law that the governing body or any other public body created by the charter school has taken action in violation of any provision of NRS 241.010 et seq. (Open Meeting Law) during the fiscal year. 3a	Yes xNo <input type="checkbox"/>
9. The school received no material governance compliance complaints which were substantiated or if they were substantiated the school board promptly implemented acceptable corrective actions. 3a	Yes xNo <input type="checkbox"/>
10. The school's governing body certifies that all current board members have completed training in Nevada's Opening Meeting Law and the State Public Charter School's Governance Standards. See NRS 388A.224. 3a	Yes xNo <input type="checkbox"/>
Indicator 4: Students and Employees	
11. The school properly collects and protects student private information pursuant to FERPA and any other applicable requirements. 4a	Yes xNo <input type="checkbox"/>
12. The school's governing board certifies the school was in compliance with all due process protections, privacy, civil rights, and student liberties requirements, including the First Amendment. 4a	Yes xNo <input type="checkbox"/>
13. The school complies with requirements regarding maintenance of personnel records. 4d	Yes xNo <input type="checkbox"/>
14. The school has no known outstanding obligations with regard to payroll, unemployment, ADA, FLMA, IRS, or other federal, state and local entities. 4e	Yes xNo <input type="checkbox"/>
15. The school timely obtained valid fingerprint clearance for all school employees which have or may have regular contact with children or with student data, all employees and volunteers of the charter school and all vendor employees situated or regularly on campus NRS 388A.515. 4f	Yes xNo <input type="checkbox"/>
16. All Governing Body members, after being appointed, have met the 10 day law regarding fingerprint submissions, and maintain compliance with fingerprint requirements pursuant to NRS 388A.323. 4f	Yes xNo <input type="checkbox"/>
Indicator 5: School Environment	
17. The school complies with all other requirements including providing appropriate nursing services and dispensing of pharmaceuticals, food service requirements, and other health and safety services. 5b	Yes xNo <input type="checkbox"/>

Notes	
Please provide an explanation for each item above that you selected "No." (Provide the item number and explanation in the table below. Insert rows if necessary.)	
<i>Item Number(s)</i>	<i>Explanation(s)</i>

**School Board Certification of Compliance
with the Organizational Performance requirements of the SPCSA
For the School Year Ending June 30, 2023**

The Board of the _____ (school) certifies to the State Public Charter School Authority (SPCSA) that, based on its reviews, verifications and certifications of the compliance of its charter school, that the school, including all of its campuses and support offices, where applicable, to the best of our knowledge, and except as described below, has, from the start of the school fiscal year and throughout the school fiscal and educational year, operated in compliance with all applicable federal, state and local laws, regulations and ordinances as well as with its charter contract obligations with the SPCSA, as indicated above.

Signature

Date

Printed Name

Board Chair

Board Meeting Approval Date

Coversheet

ED Report and Enrollment Update

Section: III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION
Item: I. ED Report and Enrollment Update
Purpose: Discuss
Submitted by:
Related Material: ED_Report_7_25_23.pdf



Executive Director Update

July 25, 2023

ENROLLMENT: Currently at 412. Goal is 425 or more. Waiting list in grades 1, 2 and 7.

STAFFING: We are fully staffed. Finding a second Special Education teacher has been difficult. Hiring 2 more IA's to service students.

Middle School Mixer: Monday, July 24th.

Open House: Saturday, August 5th from 10am to 1pm.

Coversheet

Approve the Revised School Calendar

Section: III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION
Item: J. Approve the Revised School Calendar
Purpose: Vote
Submitted by:
Related Material: BOARD MEETING FINAL CALENDAR 23_24TLV.pdf

2023-24 TEACH Las Vegas Calendar

Month	Su	Mo	Tu	We	Th	Fr	Sa	Total Days	Wk	Days	Federal holidays / notes
July	23	24	25	26	27	28	29				July 26 - July 28 - Teacher work Days (No students)
July	30	31	1	2	3	4	5	0			July 31 - Aug. 4 - Teacher Work Days (no students)
Aug 2023	6	7	8	9	10	11	12	5	1	5	Aug. 7 - First Day of School
	13	14	15	16	17	18	19	10	2	5	
	20	21	22	23	24	25	26	15	3	5	
	27	28	29	30	31	1	2	20	4	5	
	3	4	5	6	7	8	9	24	5	4	Sept. 4 - Labor Day: No School/Students
Sep	10	11	12	13	14	15	16	29	6	5	Sept. 11 - Professional Development - No Students
	17	18	19	20	21	22	23	34	7	5	
	24	25	26	27	28	29	30	39	8	5	
	1	2	3	4	5	6	7	44	9	5	
	8	9	10	11	12	13	14	48	10	4	Oct. 9 - Professional Development - No Students Oct. 10 - Parent/Teacher Conferences - No School for students; Oct. 13 - End of Q1
Oct	15	16	17	18	19	20	21	53	11	5	
	22	23	24	25	26	27	28	57	12	4	October 27: Nevada Day: No School/Students
	29	30	31	1	2	3	4	62	13	5	
	5	6	7	8	9	10	11	66	14	4	Nov. 10: Veterans Day (observed)
	12	13	14	15	16	17	18	71	15	5	
Nov	19	20	21	22	23	24	25	71	0	0	Nov. 20-Nov. 24: Thanksgiving Break
	26	27	28	29	30	1	2	76	16	5	
	3	4	5	6	7	8	9	81	17	5	
	10	11	12	13	14	15	16	86	18	5	
	17	18	19	20	21	22	23	89	19	3	Dec. 20: End of Semester 1; Dec. 21: Winter Break Begins; Dec. 21 - Jan. 3: Winter Break
Dec	24	25	26	27	28	29	30			0	
	31	1	2	3	4	5	6	90	20	1	Jan. 4: First Contingency Day (no school); Jan. 5: Professional Development - No Students
	7	8	9	10	11	12	13	95	21	5	Jan. 8: Classes Resume
	14	15	16	17	18	19	20	99	22	4	Jan. 15 - Martin Luther King Jr. Day - No school/Students
	21	22	23	24	25	26	27	104	23	5	
Jan 2024	28	29	30	31	1	2	3	109	24	5	
	4	5	6	7	8	9	10	114	25	5	
	11	12	13	14	15	16	17	119	26	5	
	18	19	20	21	22	23	24	123	27	4	Feb. 19 - President's Day - No School/Students
	25	26	27	28	29	1	2	128	28	5	
Feb	3	4	5	6	7	8	9	133	29	5	March 8 - End Of Q3
	10	11	12	13	14	15	16			0	March 11 - 15: Spring Break (no school)
	17	18	19	20	21	22	23	138	30	5	
	24	25	26	27	28	29	30	142	31	4	March 29: Second Contingency Day - No School/Students
	31	1	2	3	4	5	6	147	32	5	April 1: Professional Development Day - No students
Mar	7	8	9	10	11	12	13	152	33	5	
	14	15	16	17	18	19	20	157	34	5	
	21	22	23	24	25	26	27	161	35	4	April 26: Third Contingency Day - No School/Students
	28	29	30	1	2	3	4	166	36	5	
	5	6	7	8	9	10	11	171	37	5	
Apr	12	13	14	15	16	17	18	176	38	5	
	19	20	21	22	23	24	25	180	39	4	May 23: Last Day of School; End of Semester 2
	26	27	28	29	30	31	1				
	5	6	7	8	9	10	11				
	12	13	14	15	16	17	18				
May	19	20	21	22	23	24	25				
	26	27	28	29	30	31	1				
	8	9	10	11	12	13	14				
	15	16	17	18	19	20	21				
	22	23	24	25	26	27	28				

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