

## Teach Las Vegas

### **TEACH LV Regular Board Meeting**

Published on September 13, 2023 at 12:38 PM PDT

### **Date and Time**

Tuesday September 19, 2023 at 5:00 PM PDT

### A

Agen	da				
			Purpose	Presenter	Time
I.	Ор	ening Items			5:00 PM
	A.	Call the Meeting to Order		Trishawn Allison	
	В.	Record Attendance		Beth Bulgeron	1 m
	C.	Public Comment		Trishawn Allison	5 m
		Public Comment will be taken during this agenda on the agenda. No action may be taken on a matt matter is included on an agenda as an item on wh 241.020. A time limit of three (3) minutes, subject imposed on public comments. The TEACH LV Ch	er discussed unich action may to the discretion	under this item until the y be taken. See NRS on of the Chair, will be	

II. **CONSENT ITEMS** 5:06 PM

comment at her discretion. Public Comment #2 will provide an opportunity for public

comment on any matter not on the agenda.

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
		he set-up of Board On Track, approval of any board oughout consent and listed as items B-Z (as needed	•		
	A.	Approval of Board Agenda	Vote	Trishawn Allison	3 m
	В.	Approval of the Minutes of the August 3, 2023 Special Board Meeting	Vote	Trishawn Allison	2 m
III.	ITE	MS SCHEDULED FOR INFORMATION & POTEN	TIAL ACTION		5:11 PM
	A.	Financial Report	Discuss	Richard McNeel	5 m
	В.	Consider and Vote on Board Candidate Gayle Jefferson	Vote	Trishawn Allison	5 m
	C.	Consider and Vote on Board Candidate Andrew Scott	Vote	Trishawn Allison	5 m
	D.	Cam Factoring Agreement	Vote	Matthew Brown	5 m
		Agreement to sell TEACH LV receivable state pay funded.	ments to CAM f	or 200K cash to be	
	E.	Update on Tax Credit	FYI	Matthew Brown	5 m
	F.	Consider and Vote on Student Transportation Plan	Vote	Matthew Brown	5 m
	G.	Consider and Vote on Contract for Student Transportation	Vote	Matthew Brown	5 m
	Н.	School Bus Purchase	Vote	Matthew Brown	5 m
	I.	Update on Facilities and Modular Addition	Discuss	Matthew Brown	5 m
	J.	Executive Director Report	Discuss	Andrea Moore	5 m
IV.	Clo	sing Items			6:01 PM
	A.	Upcoming Meeting Date	FYI	Trishawn Allison	5 m
		The next Regular Board Meeting will be held on C	october 17th at 5	pm	
	B.	Public Comment			5 m
	C.	Board Member Comments			5 m

Purpose Presenter TimeAdjourn Meeting Vote

## Coversheet

## Approval of the Minutes of the August 3, 2023 Special Board Meeting

Section: II. CONSENT ITEMS

Item: B. Approval of the Minutes of the August 3, 2023 Special Board Meeting

Purpose: Vote

Submitted by:

**Related Material:** 2023\_08\_03\_board\_meeting\_minutes (1).pdf



## Teach Las Vegas

### **Minutes**

### TEACH Las Vegas Special Board Meeting

### **Date and Time**

Thursday August 3, 2023 at 5:00 PM

### **Directors Present**

D. Horn (remote), N. Sarisahin (remote), Q. Branch, T. Allison (remote)

### **Directors Absent**

J. Carver

### **Guests Present**

B. Bulgeron (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 Aug 3, 2023 at 5:05 PM.

### **B.** Record Attendance

### C. Public Comment

There was no public comment.

### **II. CONSENT ITEMS**

### A. Approval of Board Agenda

### B. Approval of the Minutes of the June 8, 2023 Special Board Meeting

- T. Allison made a motion to Approve the minutes and the consent agenda.
- D. Horn seconded the motion.

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

#### **Roll Call**

- J. Carver Absent
- T. Allison Aye
- D. Horn Aye
- N. Sarisahin Aye
- C. Igeleke Absent
- Q. Branch Absent
- T. Allison made a motion to approve the minutes from June 8 special board meeting

TEACH LV Special Board Meeting on 06-08-23.

D. Horn seconded the motion.

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

### **Roll Call**

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

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

### A. Vote to Renew the Term of Board Chair Trishawn Allison

- D. Horn made a motion to Approve the renewal of Board Chair Trish Allison for a second term.
- N. Sarisahin seconded the motion.

The board expressed gratitude for Trish's service

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

### **Roll Call**

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

### B. Vote to Renew the Term of Board Member Nick Sarisahin

- T. Allison made a motion to Approve Nick Sarisahin for an additional two year board term.
- D. Horn seconded the motion.

The board shared their appreciation for Nick's expertise and his contributions.

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

### **Roll Call**

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

### C. Vote to Renew the Term of Board Member Dan Horn

- N. Sarisahin made a motion to Approve a renewed term for one year for Dan Horn.
- T. Allison seconded the motion.

Dan explained his desire to continue service for a one year term. The board expressed gratitude for his contributions.

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

#### **Roll Call**

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

### D. Financial Report

Richard McNeel gave the financial report. He explained it was a soft close and described a potential discrepancy that was identified and how his team is doing due diligence and will confer with the auditor. The school closed with 13 days cash on hand and failed to meet the 45 day cash on hand expectation of SPCSA. The board asked clarifying questions that were answered by Richard.

### E. Cam Factoring Agreement

- T. Allison made a motion to Approve the CAM receivable sale.
- N. Sarisahin seconded the motion.

Matt Brown presented the CAM Factoring Agreement. The board asked about enrollment and how that impacted the need for the CAM factoring agreement and Matt described the importance of enrollment counts during the first week of school over projections. The board asked about true-ups, PERS witholding and additional CAM agreements and Matt described the priority of payments to be made.

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

### Roll Call

- J. Carver Absent
- T. Allison Aye
- D. Horn Aye

#### **Roll Call**

- N. Sarisahin Aye
- Q. Branch Aye

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

- N. Sarisahin made a motion to Approve CLA as the 22-23 Independent Auditor for TEACH LV.
- T. Allison seconded the motion.

Matt Brown described the process and criteria that was considered in the selection of the independent auditor. Richard McNeel weighed in and described CLA as having the reputation as the gold standard for auditors.

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

### **Roll Call**

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

### G. TEACH Las Vegas Tax Return

- N. Sarisahin made a motion to Approve the TEACH LV Tax Return.
- T. Allison seconded the motion.

Matt Brown presented the topic of the tax return. Board member Horn asked questions about the tax credit and Matt provided clarification.

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

### Roll Call

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

### H. Certify the Certificate of Compliance

- T. Allison made a motion to Certify the Certificate of Compliance.
- Q. Branch seconded the motion.

Beth Bulgeron presented the certification of compliance.

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

### **Roll Call**

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

### I. ED Report and Enrollment Update

Beth Bulgeron read the ED report on behalf of Andrea Moore. The materials are included in the board packet.

### J. Approve the Revised School Calendar

- T. Allison made a motion to Approve the Revised Calendar.
- Q. Branch seconded the motion.

Beth Bulgeron presented the revised calendar and explained the revisions were due to adding an additional contingency day.

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

#### **Roll Call**

N. Sarisahin Aye

D. Horn Aye

T. Allison Aye

Q. Branch Aye

J. Carver Absent

### IV. Closing Items

### A. Upcoming Meeting Date

The next Regular Board Meeting will be held on August 22 at 5 pm

### **B.** Public Comment

Beth reminded board members to submit disclosure forms.

### C. Board Member Comments

Nick provided information on support available for transportation.

### D. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 5:46 PM.

Respectfully Submitted,

T. Allison

## Coversheet

## Financial Report

Section: III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION

Item: A. Financial Report

Purpose: Discuss

Submitted by:

Related Material: FY23-24 TLV Financials as of 8.31.23 Close\_V2.pdf



Financial Presentation FY23-24 – Sept. 2023 as of Aug 31st, 2023

## Highlights through August 31 to 100 PM August

- Presenting as of August 31<sup>st</sup>, 2023, Close
- ADE down 25 from Budget to 400
- Revenues up \$261.5k from approved budget- due primarily to ERC grant increase & SPED Funding increase
- Expenses increased by \$347.3K from approved budget- due primarily to added positions and higher than projected salaries
- Beginning/Ending Fund Balance is work in progress as we wrap up for the audit
- Cash at \$170.3k at August close Factoring is recommended for future months cash flow



## TEACH — Las Vegas - TEACH LV Regular Board Meeting - Agenda - Tuesday September 19, 2023 at 5:00 PM — Las Vegas - Revenue



			Ye	ar-to-Date		
	Act	ual as of	Or	iginal Budget		
	8	/31/23		@ 425 ADE	Fav	/(Unfav)
Revenue						
Distributed School Account	\$	252,868	\$	326,220	\$	(73,352)
State Revenue		140,592	_	6,966		133,627
Federal Revenue		87,542		11,736		75,806
Other Local Revenue			_			
Total Revenue	\$	481,002	\$	344,922	\$	136,081

	A	Annu	al/Full Year		
Fo	recast as of	Orig	ginal Budget		
	8/31/23	(	2 425 ADE	Fav	/(Unfav)
\$	3,872,629	\$	3,914,795	\$	(42,166)
	269,771		27,862		241,909
	904,832		843,102		61,730
		_			
\$	5,047,232	\$	4,785,759	\$	261,473

 Revenue increase of \$261.5k from Approved Budget mostly due to ERC Tax Credit of \$106.5k and SPED funding increase of \$105.3k offset by decrease in ADE



## TEACH Las Vegas – Expenses



Exp	e	ns	es
S	al.	ar	ies

Salaries
Employee Benefits
Prof. and Tech. Services
Property Services
Other Purchased Services
Supplies
Property
Debt Service and Misc.
General

Total Surplus(Deficit)

Total Expenses

Beginning Fund Balance

Ending Fund Balance

As a % of Annual Expenses

	Year-to-Date	
Actual as of	Original Budget	
8/31/23	@ 425 ADE	Fav/(Unfav)
\$ 294,619	\$ 266,312	\$ (28,307)
80,868	127,944	47,076
29,801	46,617	16,816
177,369	137,782	(39,587)
14,052	19,115	5,063
46,737	23,708	(23,029)
-	-	-
7,195	8,508	1,313
2,913	4,893	1,980
\$ 653,554	\$ 634,879	\$ (18,674)
\$ (172,552)	\$ (289,957)	\$ 117,406
(1,265,806)	(1,265,806)	
<u>\$ (1,438,357)</u>	<u>\$ (1,555,763)</u>	
-30.1%	-35.2%	

	A	\nn	ual/Full Year					
Fo	orecast as of	Or	iginal Budget					
	8/31/23		@ 425 ADE	Fav/(Unfav)				
\$	1,955,618	\$	1,733,150	\$	(222,469)			
	803,675		796,972		(6,703)			
	347,862		323,351		(24,511)			
	884,376		826,690		(57,685)			
	121,728		115,681		(6,047)			
	550,062		518,681		(31,381)			
	-		-		-			
	51,050		51,050		-			
	57,209		58,722		1,513			
\$	4,771,581	\$	4,424,297	\$	(347,284)			
\$	275,651	\$	361,462	\$	(85,811)			
_	(1,265,806)	_	(775,428)					
<u>\$</u>	(990,155)	Ś	(413,966)					
	-20.8%		-9.4%					

 Expenses increased by \$347.3k over budget based on higher than projected salaries and two additional salaried positions as well as current run rates of non-personnel expenses (benefits may be calculating high for STRS 50/50 employees)-Potential savings



# TEACH Las Vegas – Fund Balance

- Fund Balance Projected to end at -\$990.2k
- Working on finalizing the beginning fund balance as part of wrapping up FY22-23

Total Surplus(Deficit)
Beginning Fund Balance
Ending Fund Balance

As a % of Annual Expenses

	Year-to-Date													
Actual as of	Original Budget													
8/31/23	@ 425 ADE	Fav/(Unfav)												
\$ (172,552) (1,265,806) \$ (1,438,357) -30.1%	(1,265,806)	\$ 117,406												

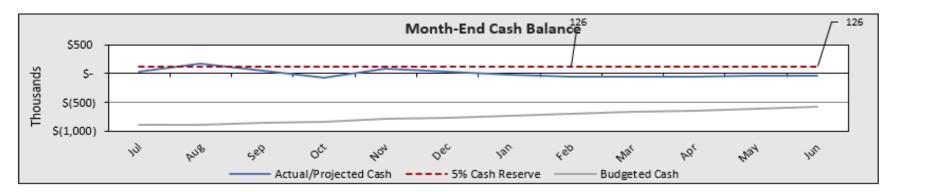
Annual/Full Year													
Forecast as of	Ori	ginal Budget											
8/31/23	(	@ 425 ADE	Fav/(Unfav)										
\$ 275,651 (1,265,806) \$ (990,155) -20,8%	_	361,462 (775,428) (413,966)	\$	(85,811)									



## TEACH Las Vegas – Cash



- Cash Balance as of August 31<sup>st</sup> close was \$170.3k which is 13 days cash on hand
- ☐ 45 Days cash on hand is expected by SPCSA
- ☐ Cash projected at year end of -\$33,923
- ☐ Additional funding/factoring is recommended to meet cash needs





## Questions & Discussion

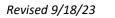
## Appendix follows, including:

- Monthly Cash Flow Forecast 23/24
- Statement of Financial Position
- Budget vs. Actual
- Statement of Cash Flow
- AP Aging
- Monthly Check Register





## Monthly Cash Flow/Forecast FY24





ADE=	400		Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Year-End Accruals	Annual Budget	Original Budget	Favorable / (Unfav.)
		Funding Timing	0.00%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8%			
Revenues																	ADE=	425
		Distributed School Account																
	3110-1110 Ad \		\$ -	\$ -	\$ -	\$ -	\$ - \$	-	\$ - :	\$ -	\$ - :	\$ -	\$ - :	\$ -	\$ -	\$ -	\$ -	\$ -
		s and Use Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	3110-1191 Fran	nchise Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		c General Governmental Services Tax	-	233,031	230,117	230,117	505,073	298,856	298,856	298,856	298,856	298,856	298,856	298,856	296,086	3,586,416	3,674,975	(88,559)
210	3253 PCFI	P- Local Special Education	-	-	4,014	4,014	4,014	4,014	4,014	4,014	4,014	4,014	4,014	4,014	8,028	48,168	-	48,168
211		P - English Learner (restricted)	-	15,130	15,130	15,130	15,129	15,129	15,129	15,129	15,129	15,129	15,129	15,129	15,135	181,560	193,403	(11,843)
212	3255 PCFI	P - At-Risk (restricted)	-	4,707	4,707	4,707	4,707	4,707	4,707	4,707	4,707	4,707	4,707	4,707	4,709	56,485	46,417	10,068
			-	252,868	253,968	253,968	528,923	322,706	322,706	322,706	322,706	322,706	322,706	322,706	323,958	3,872,629	3,914,795	(42,166)
	State Revenue																	
205	3115 Spec	cial Ed portion to DSA	-	4,014	-	-	33,298	-	-	33,298	-	-	33,298	-	29,284	133,193	27,862	105,331
	3200 Rest	ricted Grants-in-Aid	-	136,578	-	-	-	=	-	-	-	-	-	-	-	136,578	-	136,578
			-	140,592	-	-	33,298	-	-	33,298	-	-	33,298	-	29,284	269,771	27,862	241,909
	Federal Revenue	<u>e</u>																
	4100 Unr	estricted Grants-in-Aid	-	54,244	52,244	-	-	-	-	-	-	-	-	-	-	106,488		
800	4500 Rest	tricted Grants-in-Aid (NSLP+ One-Time)	-	-	63,595	63,595	63,595	63,595	63,595	63,595	63,595	63,595	63,595	63,595	-	635,948	702,268	(66,320)
649	4510 Title	e I	-	-	5,785	5,785	5,785	5,785	5,785	5,785	5,785	5,785	5,785	5,785	5,785	63,640	69,426	(5,785)
709	4520 Title	e IIA	-	-	2,290	2,290	2,290	2,290	2,290	2,290	2,290	2,290	2,290	2,290	608	23,511	25,802	(2,290)
658	4530 Title	e III	-	-	608	608	608	608	608	608	608	608	608	608	2,290	8,370	8,978	
715	Title	e IV A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
639	4571 Spec	cial Education Part B	-	33,298	3,052	3,052	3,052	3,052	3,052	3,052	3,052	3,052	3,052	3,052	3,052	66,875	36,629	30,246
	4703 E-Ra	ate	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
			-	87,542	75,331	75,331	75,331	75,331	75,331	75,331	75,331	75,331	75,331	75,331	11,736	904,832	843,102	(44,150)
	Other Local Rev	enue																
	1790 Oth	er Activity Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-	-	-	=	-	-	-
Total Revenue	e		-	481,002	329,299	329,299	637,552	398,037	398,037	431,335	398,037	398,037	431,335	398,037	364,978	5,047,232	4,785,759	155,593

Powered by BoardOnTrack

## Monthly Cash Flow/Forecast FY24

Revised 9/18/23

Expenses



evised 9/18/	/23																
ADE=	400	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Year-End Accruals	Annual Budget	Original Budget	Favorable / (Unfav.)
penses					_		•										
<u>P</u>	ersonal Services-Salaries																
	111 Regular Employees: Teachers	93,362	115,716	108,877	108,877	108,877	108,877	108,877	108,877	108,877	108,877	108,877	108,877	-	1,297,845	1,167,508	(130,337)
	112 Regular Employees: Instructional Aide		9,171	20,061	20,061	20,061	20,061	20,061	20,061	20,061	20,061	20,061	20,061	-	209,783	151,800	(57,983)
	114 Regular Employees: Licensed Adm	8,341	9,716	13,063	13,063	13,063	13,063	13,063	13,063	13,063	13,063	13,063	13,063	-	148,689	149,226	537
	117 Regular Employees: Other Classified	29,583	28,729	20,949	20,949	20,949	20,949	20,949	20,949	20,949	20,949	20,949	20,949	-	267,801	233,116	(34,686)
	122 Temporary Employees: Instructio	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	127 Temporary Employees: Other Classifie	d -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	151 Additional Compensation: Teachers	-	-	3,150	3,150	3,150	3,150	3,150	3,150	3,150	3,150	3,150	3,150	-	31,500	31,500	-
	154 Additional Compensation: Licensed A	dmin	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	157 Additional Compensation: Other Class	ified -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	161 Extra Duties: Teachers	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	164 Extra Duties: Licensed Administration	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	167 Extra Duties: Other Classified	-	-	-	-	=	-	=	-	-	-	-	-	-	-		<u>-</u> _
		131,286	163,332	166,100	166,100	166,100	166,100	166,100	166,100	166,100	166,100	166,100	166,100	-	1,955,618	1,733,150	(222,469)
<u>P</u>	ersonnel Services - Employee Benefits																
	211 Group Insurance: Teacher	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	212 Group Insurance: Instructional Aides	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	214 Group Insurance: Licensed Admin.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	217 Group Insurance: Other Classified	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	222 Social Security: Temp Instructional Aid	les -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	227 Social Security: Temp Other Classified	209	340	-	-	-	-	-	-	-	-	-	-	-	549	-	(549)
	231 Retirement: Teachers	16,763	16,660	33,157	33,157	33,157	33,157	33,157	33,157	33,157	33,157	33,157	33,157	-	364,991	356,705	(8,286)
	232 Retirement: Instructional Aides	-	-	1,308	1,308	1,308	1,308	1,308	1,308	1,308	1,308	1,308	1,308	-	13,084	9,412	(3,672)
	234 Retirement: Licensed Admin.	2,435	2,435	854	854	854	854	854	854	854	854	854	854	-	13,409	9,252	(4,157)
	237 Retirement: Other Classified	4,749	9,860	5,850	5,850	5,850	5,850	5,850	5,850	5,850	5,850	5,850	5,850	-	73,111	69,352	(3,759)
	241 Medicare: Teachers	1,280	1,322	1,616	1,616	1,616	1,616	1,616	1,616	1,616	1,616	1,616	1,616	-	18,763	17,386	(1,377)
	242 Medicare: Instructional Aides	-	-	306	306	306	306	306	306	306	306	306	306	-	3,060	2,201	(859)
	244 Medicare: Licensed Admin.	119	141	200	200	200	200	200	200	200	200	200	200	-	2,257	2,164	(93)
	247 Medicare: Other Classified	391	838	285	285	285	285	285	285	285	285	285	285	-	4,081	3,380	(700)
	261 Unemployment: Teachers	2,628	2,378	1,997	1,997	1,997	1,997	1,997	1,997	1,997	1,997	1,997	1,997	-	24,979	21,828	(3,151)
	262 Unemployment: Instructional Aides	-	-	604	604	604	604	604	604	604	604	604	604	-	6,041	4,554	(1,487)
	264 Unemployment: Licensed Admin.	-	-	164	164	164	164	164	164	164	164	164	164	-	1,645	1,872	227
	267 Unemployment: Other Classified	818	1,586	378	378	378	378	378	378	378	378	378	378	-	6,183	5,316	(867)
	271 Worker's Comp: Teachers	154	154	716	716	716	716	716	716	716	716	716	716	_	7,471	7,794	322
	272 Worker's Comp: Instructional Aides	-	-	120	120	120	120	120	120	120	120	120	120	_	1,195	987	(209)
	274 Worker's Comp: Licensed Admin.	_	_	85	85	85	85	85	85	85	85	85	85	_	849	970	121
	277 Worker's Comp: Other Classified	_	_	136	136	136	136	136	136	136	136	136	136	_	1,362	1,515	154
	281 Health Benefits: Teachers	8,324	4,131	20,583	20,583	20,583	20,583	20,583	20,583	20,583	20,583	20,583	20,583	_	218,289	235,240	16,951
	282 Health Benefits: Instructional Aides		-,252		-	-	-	_3,555	_ 5,005	-	-			_		-33,2 .3	
	284 Health Benefits: Licensed Admin.	745	201	980	980	980	980	980	980	980	980	980	980	_	10,747	11,761	1,014
	287 Health Benefits: Other Classified	477	1,731	2,940	2,940	2,940	2,940	2,940	2,940	2,940	2,940	2,940	2,940	_	31,611	35,284	3,673
	25. Heatar Benefits. Other classified	39,091	41,777	72,281	72,281	72,281	72,281	72,281	72,281	72,281	72,281	72,281	72,281		803,675	796,972	(6,154)
		33,031	71,///	12,201	12,201	12,201	1 2,201	12,201	12,201	, 2,201	12,201	12,201	12,201	-	003,073	130,312	(0,134)

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## Monthly Cash Flow/Forecast FY24

Revised 9/18/23

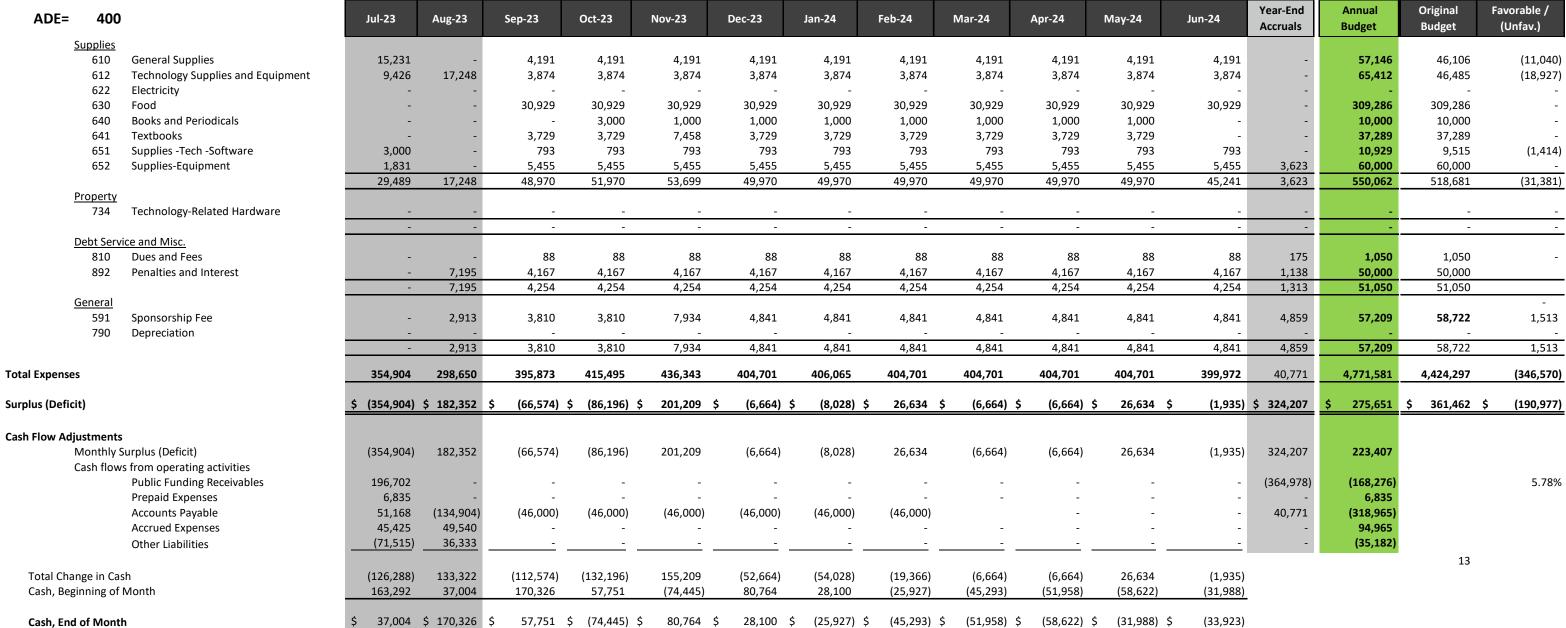


CVI3CU 3/ 10/ 23																		
ADE=	400		Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Year-End Accruals	Annual Budget	Original Budget	Favorable / (Unfav.)
<u> Ρι</u>	ırchased	d Professional and Technical Services																·
	310	Offical/Administrative Services	763	91	10,515	10,515	10,515	10,515	10,515	10,515	10,515	10,515	10,515	10,515	21,267	127,271	119,644	(7,627)
	320	Professional Educational Services	-	-	3,016	3,016	6,032	3,016	3,016	3,016	3,016	3,016	3,016	3,016	-	33,175	33,175	-
	331	Prof-Dev/Instructional Lic. Personnel	-	-	-	4,811	4,811	2,406	2,406	2,406	2,406	2,406	2,406	2,406	-	26,462	26,462	-
	333	Prof-Dev/Administrative Lic. Personnel	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	336	Prof-Dev/Other Classfied-Support Personne	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	337	Prof-Dev/Technology Training	-	-	-	2,727	1,364	1,364	2,727	1,364	1,364	1,364	1,364	1,364	-	15,000	15,000	-
	340	Other Professional Services	11,001	-	-	-	-	-	-	-	-	-	-	-	-	11,001	-	(11,001)
	345	Marketing	-	-	-	1,364	455	455	455	455	455	455	455	455	-	5,000	5,000	-
	350	Technical Services	-	-	-	4,470	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	-	16,390	16,390	-
	351	Data Processing and Coding Services	17,946	-	9,464	9,464	9,464	9,464	9,464	9,464	9,464	9,464	9,464	9,464	981	113,563	107,680	(5,883)
			29,710	91	22,995	36,367	34,130	28,708	30,072	28,708	28,708	28,708	28,708	28,708	22,248	347,862	323,351	(24,511)
<u> Ρι</u>	ırchase	d Property Services																
	410	Utility Services	4,985	5,950	5,775	5,775	5,775	5,775	5,775	5,775	5,775	5,775	5,775	5,775	615	69,303	69,303	-
	420	Cleaning Services	3,698	95	4,923	4,923	14,769	4,923	4,923	4,923	4,923	4,923	4,923	4,923	-	62,870	59,077	(3,793)
	430	Repairs and Maintenance Services	150	-	3,526	3,526	10,578	3,526	3,526	3,526	3,526	3,526	3,526	3,526	-	42,461	42,311	(150)
	441	Renting Land and Buildings	107,827	54,250	54,250	54,250	54,250	54,250	54,250	54,250	54,250	54,250	54,250	54,250	-	704,577	651,000	(53,577)
	444	Other Rentals	249	-	-	1,250	417	417	417	417	417	417	417	417	168	5,000	5,000	-
	490	Other Purchased Property Services	165	-	-	-	-	-	-	-	-	-	-	-	-	165	-	(165)
			117,074	60,295	68,474	69,724	85,789	68,891	68,891	68,891	68,891	68,891	68,891	68,891	784	884,376	826,690	(57,520)
<u>Ot</u>	ther Pur	chased Services													-			_
	519	Student Transportation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	521	Property Insurance "Business Owners"	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	522	Liability Insurance "Errors and Omissions"	7,936	4,810	3,250	3,250	3,250	3,250	3,250	3,250	3,250	3,250	3,250	3,250	-	45,246	39,000	(6,246)
	523	Fidelity / Other Insurance "Umbrella"	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	531	Postage	-	-	42	42	42	42	42	42	42	42	42	42	83	500	500	-
	534	Telephone - Cell phone services	-	-	1,250	1,250	3,750	1,250	1,250	1,250	1,250	1,250	1,250	1,250	-	15,000	15,000	-
	535	Data Communications, Internet, Video	317	990	4,250	4,250	4,250	4,250	4,250	4,250	4,250	4,250	4,250	4,250	7,193	51,000	51,000	-
	540	Advertising	-	-	-	1,000	333	333	333	333	333	333	333	333	333	4,000	4,000	-
	550	Printing and Binding	-	-	-	1,000	333	333	333	333	333	333	333	333	333	4,000	4,000	-
	569	Tuition-Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	580	Travel	-	-	198	198	198	198	198	198	198	198	198	198		1,983	2,181	198
			8,253	5,800	8,990	10,990	12,157	9,657	9,657	9,657	9,657	9,657	9,657	9,657	7,943	121,728	115,681	(6,047)

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### Monthly Cash Flow/Forecast FY24

Revised 9/18/23



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### Statement of Financial Position

August 31, 2023

	Current Balance	Be	ginning Year Balance	YT	D Change	YTD % Change
Assets						
Current Assets						
Cash and Cash Equivalents	\$ 170,326	\$	163,292	\$	7,034	4%
Public Funding Receivables	54,170		54,170		-	0%
<b>Grants &amp; Contributions Receivable</b>	119,981		119,981		-	0%
Prepaid Expenses	(0)		6,835		(6,835)	-100%
Total Current Assets	344,477		344,278		198	0%
Long-Term Assets						
Property & Equipment, Net	(0)		(0)		-	0%
Total Long Term Assets	(0)		(0)		-	0%
Total Assets	\$ 344,477	\$	344,278	\$	198	0%
Liabilities						
Current Liabilities						
Accounts Payable	\$ 277,768	\$	361,549	\$	(83,780)	-23%
Accrued Expenses	567,777		472,812		94,965	20%
Other Current Liabilities	127,426		108,960		18,466	17%
Total Current Liabilities	972,971		943,320		29,651	3%
Long-Term Liabilities						
Notes Payable, Net of Current Portion	427,410		535,980		(108,570)	-20%
Other Long-Term Liabilities	185,750		130,828		54,922	42%
Total Long-Term Liabilities	613,161		666,809		(53,648)	-8%
Total Liabilities	 1,586,132		1,610,129		(23,997)	-1%
Total Net Assets	(1,241,655)		(1,265,851)		24,196	-2%
Total Liabilities and Net Assets	\$ 344,477	\$	344,278	\$	198	0%

## **Budget vs Actual**

For the period ended August 31, 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	\$ 233,031	\$ -	\$ 233,031	\$ 429,733	\$ -	\$ 429,733	\$ -
Basic Support	- 233,031	306,236	(306,236)	· 423,733	306,236	(306,236)	3,674,975
PCFP - English Learner (restricted)	15,130	16,116	(986)	15,130	16,116	(986)	193,403
PCFP - At-Risk (restricted)	4,707	3,868	839	4,707	3,868	839	46,417
Total State Revenue Distributed School Account	252,868	326,220	(73,352)	449,570	326,220	123,350	3,914,795
State Revenue	232,808	320,220	(73,332)	449,370	320,220	123,330	3,914,793
Special Ed portion to DSA	4,014	6,966	(2,952)	4,014	6,966	(2,952)	27,862
Restricted Grants-in-Aid	136,578	-	136,578	136,578	-	136,578	-
Total State Revenue	140,592	6,966	133,627	140,592	6,966	133,627	27,862
Federal Revenue	140,332	0,500	133,027	140,332	0,500	133,027	27,002
Unrestricted Grants-in-Aid	54,244	_	54,244	54,244	_	54,244	_
Title I	34,244	5,785	(5,785)	-	5,785	(5,785)	69,426
Title IIA	_	2,290	(2,290)	_	2,290	(2,290)	25,802
Title III	_	608	(608)	_	608	(608)	8,978
Special Education Part B	33,298	3,052	30,246	33,298	3,052	30,246	36,629
Restricted Grants-in-Aid From the Federal Government T		3,032	30,240	-	3,032	50,240	702,268
Total Other State Revenue	87,542	11,736	75,806	87,542	11,736	75,806	843,102
Total Revenues	481,002	344,922	136,081	677,704	344,922	332,783	4,785,759
Total Nevenues	401,002	344,322	130,001	077,704	344,322	332,763	4,703,733
Expenses							
Certificated Salaries							
Salaries of Regular Employees Paid to Teachers	115,716	97,607	(18,109)	209,078	191,440	(17,639)	1,167,508
Salaries of Regular Employees Paid to Instructional Aides	•	13,800	4,629	9,171	13,800	4,629	151,800
Salaries of Regular Employees Paid to Histractional Aides	•	12,436	2,720	18,057	24,871	6,814	149,226
Total Certificated Salaries	134,603	123,842	(10,760)	236,306	230,111	(6,196)	1,468,534
Classified Salaries	134,003	123,642	(10,700)	230,300	230,111	(0,190)	1,400,554
Regular Employees: Other Classified	28,729	19,691	(9,038)	58,312	36,201	(22,111)	233,116
Additional Compensation: Teachers	20,723	15,051	(3,030)	50,512	50,201	(22,111)	31,500
Total Classified Salaries	28,729	19,691	(9,038)	58,312	36,201	(22,111)	264,616
Benefits	20,723	13,031	(3,030)	30,312	30,201	(22,111)	204,010
Social Security Contributions for Other Classified / Suppo	340	_	(340)	549	_	(549)	_
Retirement Contributions for Teachers	16,660	29,038	12,378	33,423	56,953	23,531	356,705
Retirement Contributions for Instructional Aides or Assis		856	856	-	856	856	9,412
Retirement Contributions for Licensed Administration	2,435	771	(1,664)	4,870	1,542	(3,328)	9,252
Retirement Contributions for Other Classified / Support		5,858	(4,001)	14,609	10,770	(3,839)	69,352
Medicare Payments for Teachers	1,322	1,415	93	2,602	2,776	173	17,386
Medicare Payments for Instructional Aides or Assistants	-	200	200	-	200	200	2,201
Medicare Payments for Licensed Administration	141	180	39	260	361	101	2,164
Medicare Payments for Other Classified / Support Staff	838	286	(553)	1,229	525	(704)	3,380
Unemployment Compensation for Teachers	2,378	1,777	(602)	5,006	3,485	(1,521)	21,828
Unemployment Compensation for Instructional Aides or	_,0	414	414	-	414	414	4,554
Unemployment Compensation for Licensed Administration	_	156	156	_	312	312	1,872
Unemployment Compensation for Other Classified / Sup		449	(1,137)	2,405	826	(1,579)	5,316
Worker's Comp: Teachers	154	649	496	308	1,299	991	7,794
Worker's Comp: Instructional Aides	-	82	82	-	164	164	987
Worker's Comp: Licensed Admin.	-	81	81	-	162	162	970
Worker's Comp: Other Classified	-	126	126	-	253	253	1,515
Health Benefits: Teachers	4,131	19,603	15,473	12,455	39,207	26,752	235,240
Health Benefits: Licensed Admin.	201	980	779	946	1,960	1,014	11,761
Health Benefits: Other Classified	1,731	2,940	1,210	2,208	5,881	3,673	35,284
Total Benefits	41,777	65,863	24,086	80,868	127,944	47,076	796,972
				•			

## **Budget vs Actual**

For the period ended August 31, 2023

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Books & Supplies							
Textbooks	-	3,729	3,729	-	3,729	3,729	37,289
Books and Reference Materials	-	1,000	1,000	-	1,000	1,000	10,000
Supplies - Technology - Software	-	793	793	3,000	1,586	(1,414)	9,515
Supplies/Equipment - Information Technology Related	-	5,455	5,455	1,831	5,455	3,623	60,000
Travel	-	198	198	-	198	198	2,181
General Supplies	-	4,191	4,191	15,231	4,191	(11,040)	46,106
Supplies/Equipment - Non-information technology suppl	17,248	3,874	(13,374)	26,674	7,748	(18,927)	46,485
Food Services	-	-	-	-	-	-	309,286
Total Books & Supplies	17,248	19,240	1,992	46,737	23,907	(22,830)	520,862
Subagreement Services							
Professional Educational Services	-	3,016	3,016		3,016	3,016	33,175
Total Subagreement Services	-	3,016	3,016		3,016	3,016	33,175
Operations & Housekeeping							
Dues and Fees	-	88	88	-	175	175	1,050
Insurance	4,810	3,250	(1,560)	12,746	6,500	(6,246)	39,000
Utility Services	5,950	5,775	(174)	10,935	11,550	615	69,303
Cleaning Services	95	4,923	4,828	3,793	9,846	6,053	59,077
General	2,913	4,893	1,980	2,913	4,893	1,980	58,722
Telephone - Cell phone services	-	1,250	1,250	-	2,500	2,500	15,000
Data Communications, Internet, Video, T-lines, web-base	990	4,250	3,260	1,307	8,500	7,193	51,000
Postage	-	42	42		83	83	500
Total Operations & Housekeeping	14,757	24,471	9,713	31,694	44,048	12,355	293,652
Facilities, Repairs & Other Leases							
Renting Land and Buildings	54,250	54,250	0	162,077	108,500	(53,577)	651,000
Other Leases	-	417	417	249	833	585	5,000
Other Purchased Property Services	-	-	-	165	-	(165)	-
Repairs and Maintenance Services	-	3,526	3,526	150	7,052	6,902	42,311
Total Facilities, Repairs & Other Leases	54,250	58,193	3,943	162,640	116,385	(46,255)	698,311
Professional/Consulting Services							
Other Professional Services	-	-	-	11,001	-	(11,001)	-
Prof-Dev/Instructional Lic. Personnel	-	2,406	2,406	-	2,406	2,406	26,462
Prof-Dev/Technology Training	-	1,364	1,364	-	1,364	1,364	15,000
Technical Services	-	1,490	1,490	-	1,490	1,490	16,390
Official/Administrative Services	91	9,970	9,880	854	19,941	19,087	119,644
Printing and Binding	-	333	333	-	667	667	4,000
Data Processing and Coding Services	-	8,973	8,973	17,946	17,947	1	107,680
Marketing	-	455	455	-	455	455	5,000
Advertising	-	333	333	-	667	667	4,000
Total Professional/Consulting Services	91	25,324	25,234	29,801	44,934	15,134	298,176
Interest							
Penalties and Interest	7,195	4,167	(3,028)	7,195	8,333	1,138	50,000
Total Interest	7,195	4,167	(3,028)	7,195	8,333	1,138	50,000
Total Expenses	298,650	343,806	45,156	653,554	634,879	(18,674)	4,424,297
Change in Net Assets	182,352	1,115	181,237	24,151	(289,958)	314,108	361,462
Net Assets, Beginning of Period	(1,424,007)			(1,265,806)			
Net Assets, End of Period	\$ (1,241,655)			\$ (1,241,655)			

### Statement of Cash Flows

For the period ended August 31, 2023

	nth Ended 8/31/23	YTD Ended 08/31/23		
Cash Flows from Operating Activities				
Change in Net Assets	\$ 182,352	\$	24,151	
Adjustments to reconcile change in net assets to net cash flows				
from operating activities:				
Decrease/(Increase) in Operating Assets:				
Prepaid Expenses	-		6,835	
Accounts Payable	(134,904)		(83,735)	
Accrued Expenses	49,540		94,965	
Other Liabilities	36,333		(35,182)	
Total Cash Flows from Operating Activities	133,322		7,034	
Change in Cash & Cash Equivalents	133,322		7,034	
Cash & Cash Equivalents, Beginning of Period	37,004		163,292	
Cash and Cash Equivalents, End of Period	\$ 170,326	\$	170,326	

### **Accounts Payable Aging**

August 31, 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
Republic Services #620	0620-041442299	6/30/2023	7/20/2023	_	_	837		_	837
Revolution Foods, PBC	0623-C002877	6/30/2023	7/30/2023	_	_	700	-	_	700
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
Pacific Business Technologies North	11239	6/19/2023	6/29/2023	-	-	_	1,831	-	1,831
Pacific Business Technologies North	11365	7/18/2023	7/28/2023	-	_	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
Fencing Specialists, Inc.	21321	6/11/2021	6/11/2021	-	-	_	-	17,462	17,462
Squish Pest Control, Inc.	222232	7/14/2023	7/14/2023	-	-	150	-	-	150
Scoot Education Inc.	35355	2/22/2023	3/1/2023	-	-	-	-	1,040	1,040

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### **Accounts Payable Aging**

August 31, 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.	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
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	533523	10/14/2022	11/13/2022	-	-	-	-	55	55
Communication Electronic Systems LLC	534437	12/13/2022	1/12/2023	-	-	-	-	55	55
Communication Electronic Systems LLC	534438	12/13/2022	1/12/2023	-	-	-	-	55	55
Communication Electronic Systems LLC	534511	12/13/2022	1/12/2023	-	-	-	-	55	55
Communication Electronic Systems LLC	536023	3/14/2023	4/13/2023	-	-	-	-	55	55
Communication Electronic Systems LLC	536024	3/14/2023	4/13/2023	-	-	-	-	55	55
Communication Electronic Systems LLC	536098	3/14/2023	4/13/2023	-	-	-	-	55	55
Communication Electronic Systems LLC	536185	3/23/2023	4/22/2023	-	-	-	-	190	190
Communication Electronic Systems LLC	536186	3/23/2023	4/22/2023	-	-	-	-	150	150
Communication Electronic Systems LLC	536187	3/23/2023	4/22/2023	-	-	-	-	240	240
Communication Electronic Systems LLC	536606	4/14/2023	5/14/2023	-	-	-	-	55	55
Communication Electronic Systems LLC	537066	5/12/2023	6/11/2023	-	-	-	55	-	55
Communication Electronic Systems LLC	537067	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
Communication Electronic Systems LLC	537865	7/10/2023	8/9/2023	-	55	-	-	-	55
Communication Electronic Systems LLC	537866	7/10/2023	8/9/2023	-	55	-	-	-	55

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### **Accounts Payable Aging**

August 31, 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
Communication Electronic Systems LLC	537910	7/10/2023	8/9/2023	-	55	-	-	-	55
Troop LLC	667	12/15/2021	1/14/2022	-	-	-	-	556	556
Troop LLC	769	1/31/2022	3/15/2022	-	-	-	-	1,534	1,534
Williams Scotsman, INC	9017593371	5/2/2023	5/2/2023	-	-	-	-	242	242
Williams Scotsman, INC	9017846676	5/30/2023	5/30/2023	-	-	-	-	245	245
Williams Scotsman, INC	9018104608	6/27/2023	6/27/2023	-	-	-	249	-	249
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
Gopher	IN302204	7/19/2023	8/18/2023	-	602	-	-	-	602
GoTo Communications, Inc.	IN7102038622	6/1/2023	6/16/2023	-	-	-	801	-	801
GoTo Communications, Inc.	IN7102106985	7/1/2023	7/16/2023	-	-	802	-	-	802
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
Sehi Computer Products, Inc.	R00008274	10/18/2022	11/17/2022					(611)	(611)
		Total Outstar	ding Invoices	\$ -	\$ 767	\$ 4,710	\$ 26,146	\$ 246,145	\$ 277,768

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## Check Register

For the period ended August 31, 2023

Check Number	Vendor Name	Transaction Description	Check Date	Check Amount
10496	Charter Impact	Business Mgmt Svcs & Payroll Processing Fee - 08/23	8/1/2023	\$ 9,313.00
10497	Brady Industries	Janitorial Supplies	8/3/2023	2,769.38
10498	Howard & Howard Attorneys PLLC	Professional Svcs Through - 12/31/22	8/3/2023	1,086.00
10499	Meal Time	Consulting Svcs - 01/23 - 06/23	8/3/2023	2,830.00
10500	Pacific OneSource Inc.	HP Chromebook (100)	8/3/2023	34,296.00
10501	Schola	ScholaRecruiter Pro	8/3/2023	9,000.00
10502	Staples	Office Supplies	8/3/2023	14,629.24
10503	Staples Technology Solutions	Samsung TV (10)	8/3/2023	9,426.29
10504	TCI	License (151)	8/3/2023	24,336.50
10505	Vector USA	E-Rate Consulting - FY2022	8/3/2023	11,001.19
10506	Wildflower Therapy Services, LLC	SpEd Svcs - 02/03/23 - 02/28/23	8/3/2023	16,180.00
10507	Pacific OneSource Inc.	Chromebook Bundle (50)	8/10/2023	17,248.00
10508	EMRB	Assessment Fee - FY 2024	8/28/2023	36.00
ACH	Health Plan of Nevada	Health Ins - 08/23	8/3/2023	7,098.17
ACH	The Hartford	Workers Comp Ins.	8/4/2023	153.59
ACH	NV Energy	Utility Svcs - 06/15/23 - 07/18/23	8/9/2023	987.12
ACH	NV Energy	Utility Svcs - 06/15/23 - 07/18/23	8/9/2023	997.99
ACH	NV Energy	Utility Svcs - 06/15/23 - 07/18/23	8/9/2023	1,873.06
ACH	Great American Insurance Co.	PAC/UMB Insurance	8/11/2023	4,812.66
ACH	Bank of Nevada	Analysis Charges	8/22/2023	87.50
ACH	Republic Services #620	Janitorial Svcs	8/22/2023	95.27
ACH	Las Vegas Valley Water District	Utility Svcs - 06/29/23 - 07/27/23	8/22/2023	1,637.88
ACH	GoTo Communications, Inc.	Goto Communications	8/30/2023	1,603.94

Total Disbursements Issued in August \$171,498.78

## Coversheet

## **Cam Factoring Agreement**

Section: III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION

Item: D. Cam Factoring Agreement

Purpose: Vote

Submitted by:

Related Material: Factoring Agreement TEACH Las Vegas September 19, 2023.pdf

### FACTORING AGREEMENT

THIS FACTORING AGREEMENT ("Agreement") is made and executed this September 19, 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 <u>Appointment as Factor</u>. 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 <u>Written Notice of Purchase and Assignment.</u> 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 <u>Calculation of Purchase Price</u>. 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 <u>Conditions Precedent for Payment of the Purchase Price</u>. 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 <u>Exhibit A</u>, 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 <u>Exhibit B</u>;
- (e) Seller shall have executed and delivered to CAM the Irrevocable Funds Distribution Authorization in the form attached hereto as <u>Exhibit C</u>;
- (f) Seller shall have executed and delivered to CAM the Authorization for Direct Payment via ACH attached hereto as <u>Exhibit D</u>;
- (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 <u>Failure of Account Debtor to Make Payment</u>. 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 <u>Administration Fee.</u> 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 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 <u>Grant of Security Interest.</u> 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 <u>Cooperation.</u> 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.**

- 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 <u>Taxes.</u> 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 <u>Review of Seller's Bank Accounts.</u> 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 <u>Default.</u> 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 20, 2023, 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, than 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 <u>No Pledge of Credit</u>. Seller shall not be entitled to pledge CAM's credit for any purpose whatsoever.
- 13.2 <u>Waivers</u>. 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 <u>No Pledge or Sale of Accounts.</u> During the term of this Agreement, Seller shall not sell or assign, negotiate, pledge or grant any security interest in the Accounts to anyone other than CAM.
- 13.4 Governing Law and Venue. This Agreement is executed and delivered in the State of California and shall be governed by California law without giving effect to its conflict of laws of principles. Seller further agrees that any legal action or proceeding with respect to any of its obligations under this Agreement may be brought by CAM in any state or federal court located in Santa Clara County, California. Any claim or controversy asserted by Seller against CAM shall only be litigated in the State or Federal Courts located in Santa Clara County, California. By the execution and delivery of this Agreement, Seller submits to and accepts for itself and in respect of its property generally and unconditionally the non-exclusive jurisdiction of those courts. Seller waives any claims that Santa Clara County, California is not a convenient forum or the proper venue for any such suit, action or proceeding.
- 13.5 <u>Waiver of Service of Process</u>. 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 <u>Waiver of Jury Trial</u>. 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 <u>No Waiver of Rights</u>. 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 <u>Notices</u>. 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 <u>Assignment</u>. 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 <u>Counterparts</u>; <u>Effectiveness</u>. 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 <u>Attorney Fees</u>. 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 <u>Waiver of Sovereign Immunity.</u> 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 <u>Interpretation.</u> 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:			
Jamas Tricharryn	A Ilicon		

Name: Trishawn Allison

Title: Chairperson, Board of Directors

Address for Notices:

4660 N. Rancho Drive, Las Vegas, NV 89130

### **CHARTER ASSET MANAGEMENT FUND,** <u>L.P.</u>

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 23-24 State Aid Distributive School Account (DSA) Nov PMT. District Code# 2. School Code# 112100	\$54,346.01	\$ -	3.99%	\$2,168.41	-\$52,177.60
Nevada Department of Education	FY 23-24 State Aid Distributive School Account (DSA) Dec PMT. District Code# 2. School Code# 112100	\$52,000.00	\$ -	5.29%	\$2,750.80	-\$49,249.20
Nevada Department of Education	FY 23-24 State Aid Distributive School Account (DSA) Jan PMT. District Code# 2. School Code# 112100	\$52,000.00	\$ -	6.59%	\$3,426.80	-\$48,573.20
Total		\$158,346.01	\$ -		\$8,346.01	-\$150,000.00

#### **EXHIBIT A**

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

The Board of Directors ("Board") of <u>TEACH Las Vegas</u> (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. <u>Enabling Power</u>.

**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. <u>Authorization to Certify Resolution</u>.

**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 September 19, 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 September 19, 2023.

## TEACH Las Vegas DBA TEACH Las Vegas Charter School

By:
Trishawn Allison
Chairperson, Board of Directors
A almost dead by
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
6 6
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: September 19, 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.

TETTOTT Eas Vogas
By:
Trishawn Allison
Chairperson, Board of Directors

TEACH Las Vegas

#### **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 2023-2024 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

## Consider and Vote on Student Transportation Plan

Section: III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION

**Item:** F. Consider and Vote on Student Transportation Plan

Purpose: Vote

Submitted by: Related Material:

TEACH Full-Size School Bus Compliance Workbook (2023-2024 School Year).xlsx

TEACH Transportation Plan Application.09.12.23-2.docx

 ${\sf TEACH\_Transportation.Budget.Workbook.xlsx}$ 

## **Notice**

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. <u>Adobe Reader</u>:

TEACH Full-Size School Bus Compliance Workbook (2023-2024 School Year).xlsx

Transportation Plan and Funding Application 2023-24 School Year



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## 1 OVERVIEW

#### 1.1 ELIGIBILITY

Assembly Bill 400 (2023 Session of the Nevada Legislature) appropriated \$7 million to the State Public Charter School Authority (SPCSA) for each year of the upcoming biennium (the 2023-24 school year and the 2024-25 school year) to award to charter schools to fund student transportation. Pursuant to Assembly Bill 400, any charter school in the State of Nevada, regardless of sponsor (SPCSA or school district) may apply for transportation funding. To apply, charter schools must submit a transportation plan to the SPCSA. Transportation plans must be submitted at the charter school campus level<sup>1</sup>. If a charter holder wishes to apply for funding for multiple campuses (distinct addresses), a transportation plan must be submitted for each campus. If the transportation plan is approved, the SPCSA may award money to the charter school for the transportation of pupils.

It is important to note that a charter school is only permitted to provide transportation to pupils if the school has approval to do so from its sponsor. See NAC 388A.330(4). Therefore, charter schools may be required to submit to their sponsor a contract amendment request in order to implement the transportation plan. For those schools sponsored by the SPCSA, any contract amendment associated with the implementation of the transportation plan will be considered as part of this application as detailed below in section 1.4.

Applications for the 2023-24 school year will be accepted and reviewed on a rolling basis beginning on July 7, 2023 and through September 30, 2023<sup>2</sup>. While the SPCSA hopes to fund all applicants that submit a compliant transportation plan, because there is only \$7 million available in each school year, the SPCSA may prioritize funding Title I charter schools.

#### 1.2 ALLOWABLE USES OF FUNDS

Transportation funding may be used to cover the capital expenses (procuring vehicles, establishing infrastructure such as fencing to secure vehicles, etc.) and operating costs (employee salaries, employee benefits, fuel, maintenance, insurance, etc.) associated with transporting enrolled students to and from school. However, funding may not be used to cover the costs associated with transporting students during field trips or for extracurricular activities. Allowable transportation funding authorized by Assembly Bill 400 may be provided to charter schools for either direct transportation services provided by the charter school, or for transportation services purchased or contracted through a vendor that provides transportation services. Transportation plans may include the use of school buses, vans or other vehicles that are designed for up to 10 passengers, as well as public transportation vouchers (e.g., public transit passes), so long as the transportation complies with applicable state and federal laws and regulations. Schools may not use transportation funding to provide stipends or reimbursements to parents for costs associated with transporting students to a charter school.

#### 1.3 Administration of Funds

Schools that receive awards for transportation funding will be reimbursed for expenses associated with the transportation plan and as detailed in the approved budget. In unique situations, the SPCSA may, at its discretion, provide transportation funding to a school in advance of the school expending the funds. If a school that has been approved for transportation funding believes advance funding is necessary, a request to waive the reimbursement requirement may be submitted to the SPCSA. Waiver requests must be made in writing, thoroughly articulated, and

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<sup>&</sup>lt;sup>1</sup> Each distinct, non-adjacent address is considered a separate charter school campus.

<sup>&</sup>lt;sup>2</sup> After September 30, 2023, the SPCSA will determine if there are remaining funds that have not yet been awarded. If funds remain, the SPCSA will re-open the transportation application.

align to the transportation plan. Upon approval of the waiver request, the school will be expected to agree to terms and conditions for the post expenditure audit of the fiscal transactions and may be subject to recoupment of funds used in transactions that do not comply with applicable law, regulation, or the approved transportation plan.

#### 1.4 Application Instructions

To apply for transportation funding, charter schools must complete and submit the following to <a href="mailto:SPCSAFinance@spcsa.nv.gov">SPCSAFinance@spcsa.nv.gov</a>:

	Application Cover Sheet (Section 2)
	<ul> <li>Transportation Plan (Section 3)</li> <li>For those schools sponsored by the SPCSA that do not already have approval to provide transportation to and from school, the transportation plan will also constitute a charter school contract amendment request pursuant to NAC 388A.330(4).</li> </ul>
	Budget (Section 4 and Budget Workbook)
	<b>Good Cause Exemption Request, if applicable:</b> For those schools that are sponsored by the SPCSA and are not already approved to provide transportation to and from school, a board-approved letter requesting a good cause exemption to consider the contract amendment outside of the amendment windows defined in regulation. (A sample letter can be found in Appendix A)
	<b>Attachment 1:</b> Board meeting minutes, draft or final, for the meeting in which the governing body authorized the submission of the transportation plan and funding request
	Attachment 2: Copy of vendor contract (or draft contract), if applicable
	<b>Attachment 3:</b> Authorizer's Performance Framework reports for the preceding three years (non-SPCSA-sponsored schools only)
	<b>Attachment 4:</b> Current charter contract, including evidence that the school has been approved to provide transportation (non-SPCSA-sponsored schools only)
	<b>Attachment 5:</b> 4 <sup>th</sup> quarter ADE report (New schools and those schools that were approved for an Exceptional Enrollment Growth Adjustment (EEGA) should provide a copy of the signed funding request)
П	Attachment 6: Transportation Budget Workbook

Prior to submission, the charter school's board must approve the transportation plan at a board meeting that complies with Nevada's Open Meeting Laws (Charter 241 of Nevada Revised Statutes). Sample board motions can be found in Appendix B.

Applications for the 2023-24 school year will be accepted and reviewed on a rolling basis beginning on July 7, 2023 and through September 30, 2023<sup>3</sup>. While the SPCSA hopes to fund all applicants that submit a compliant transportation plan, because there is only \$7 million available in each school year, the SPCSA may prioritize funding Title I charter schools.

Recommendations regarding approval or denial of transportation plans will be presented to the SPCSA board for consideration. In general, applications received at least four weeks prior to a scheduled <a href="SPCSA">SPCSA board meeting</a> are likely to be reviewed with sufficient time for a recommendation to be presented to the SPCSA board. SPCSA staff will make

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<sup>&</sup>lt;sup>3</sup> After September 30, 2023, the SPCSA will determine if there are remaining funds that have not yet been awarded. If funds remain, the SPCSA will re-open the transportation application.

every effort to review applications submitted by 8am on Wednesday, July 12, 2023 with sufficient time to present a recommendation to the SPCSA board at its July 28, 2023 meeting.

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#### 1.5 APPLICATION EVALUATION

Pursuant to Assembly Bill 400, applications will be evaluated using the following rubric. Only those applications that meet all the rubric criteria will be recommended for approval. While the SPCSA hopes to fund all applicants that submit a compliant transportation plan, because there is only \$7 million available in each school year, the SPCSA may prioritize funding Title I charter schools.

Section	Rubric Criteria		
2 Application Cover Sheet	☐ Title I School (the SPCSA may prioritize funding Title I charter schools)		
3.1 Demonstration of Need	☐ The application identifies the gaps and limitations in existing transportation options and articulates how the transportation plan will address those gaps and limitations in order to materially improve access to education in the region served by the transportation plan.		
3.2 Program Design	☐ The transportation plan is comprehensive, including complete answers to questions 1-4, as applicable, and is likely to be successfully implemented. ☐ Answers to questions 5-8 demonstrate that the charter school will be able to comply with statutory and regulatory transportation requirements, including, without limitation, the certification of bus drivers and vehicle safety. Only applies to applicants proposing to operate vehicles.		
3.3 School Information	☐ The academic, financial and organizational performance of the charter school indicates that the transportation plan is in the interest of pupils who will be served by the transportation plan. Specifically		
	<ul> <li>Past financial performance indicates that the transportation plan is likely to be financially sustainable;</li> </ul>		
	<ul> <li>Past organizational performance demonstrates that the transportation program is likely to be operated in compliance with all applicable laws and statutes; and</li> </ul>		
	Past academic performance shows that students who will be transported to the school will be well served by the academic program and/or that transporting students is likely to improve academic performance (e.g., through the reduction in chronic absenteeism).		
4 Budget	☐ The budget demonstrates that the transportation plan is financially viable. ☐ The budget and student enrollment demonstrate that the transportation plan would not cost more, on a per pupil basis, than the average cost for transportation for other public schools operating in the school district in which the charter school is located. This will be evaluated by dividing the total cost of the transportation plan as proposed in the budget by the total number of students (Quarter 4 Average Daily Enrollment OR for new or expanding schools, the result of the enrollment audit).		

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#### 1.6 QUESTIONS AND TECHNICAL ASSISTANCE

For an overview of the application, evaluation rubric, and process, please refer to this <u>video</u>. In addition, the SPCSA will be holding office hours at several points during the summer to answer questions. The first office hours will be held on Wednesday, July 5 at 8:15am. To join the office hours, use the meeting information below.

## Microsoft Teams meeting

Join on your computer, mobile app or room device

Click here to join the meeting

Meeting ID: 215 626 355 619

Passcode: JHeWec

Download Teams | Join on the web

Or call in (audio only)

+1 775-321-6111,,784484306# United States, Reno

Phone Conference ID: 784 484 306#

Find a local number | Reset PIN

Additionally, schools may refer to the SPCSA <u>website</u> or direct specific questions to Rebecca Feiden at <u>Rebecca.Feiden@spcsa.nv.gov</u>.

### 2 Application Cover Sheet

ว 1	CENIEDAL	INFORMATION
∠.⊥	GENERAL	INFURIVIATION

Charter School/Holder: TEACH Public Schools					
Campus Name <sup>4</sup> :	TEACH Las Vegas				
Sponsor Name:	State Public Charter School Authority				
School Year⁵:	2023-24				
Title I Status:					
Street Address:	4660 N Rancho Drive				
City:	Las Vegas	State:	NV	Zip:	89130
Primary Contact Na	ame <sup>6</sup> :				
Phone Number: Email:					
2.2 APPLICATION	2.2 Application Submission				
Date of Charter Scl	nool's Board's Approval of Transportation F	Plan:			

As Attachment 1, provide the copy of the board meeting minutes, draft or final, for the meeting in which the governing body authorized the submission of the transportation plan and funding request. Note that sample board motions for the approval and submission of the transportation plan can be found in Appendix B.

#### 2.3 EXECUTIVE SUMMARY

Total Amount of Funding Requested: \$150,000

Briefly describe the transportation plan and how you plan to use the requested funding, if approved. (300 words or less)

Since launch we have continued to grow and the need for safe and equitable transportation has grown too. Our goal is to provide equitable support to families and students. We believe providing safe transportation is a critical step toward achieving this goal.

Based on enrollment data, we believe a strategic bus route with bus stops in our highest density enrollment areas would provide the best service to families. We have built a strong community around TEACH and value this community greatly. Not only do these bus stops best support current families, it also helps us enroll more students from a concentrated geographic area closer to our campus.

TEACH is pursuing school transportation because we believe it is critical to our school's mission and commitment to

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<sup>&</sup>lt;sup>4</sup> Transportation plans must be submitted at the charter school campus level. Each distinct, non-adjacent address is considered a separate charter school campus. If a charter holder wishes to apply for funding for multiple campuses (distinct addresses), a transportation plan must be submitted for each campus.

<sup>&</sup>lt;sup>5</sup> School year for which transportation funding is being requested.

<sup>&</sup>lt;sup>6</sup> If the transportation plan is approved, the school's primary contact will be added to the Nevada Department of Education's Emergency Service Directory for Transportation.

equity. With a per-route budget of \$66,000 (prorated for mid-year start) for the 2023-2024 school year, TEACH can provide transportation access to approximately around 120-150 scholars each day. Each bus will run a morning and afternoon route. We are open to adding new transportation services in the future as our enrollment and allowable budget allocation allows. TEACH also plans to purchase two used buses for these routes.

Based on our 2023 EEGA Audit, we are eligible to apply for \$150,014.28 in SPCSA transportation funding. We are currently applying for \$150,000. This funding will support TEACH's mission to keep students safe and support families by providing an equitable and efficient option for transportation.

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<b>Z.4</b>	ACKNO	JWLE	:DGEN	1EN I

The	school	acknow	ledges	the	following:

Education, including but not limited to the Annual Transportation Report and the Stop Arm Violation Report.
Charter schools providing transportation are required to submit certain reports to the Nevada Department of
<ul> <li>pertain to the components of the transportation plan:</li> <li>Provide evidence of proper insurance coverage pursuant to NRS 386.795;</li> <li>Provide evidence that any school buses have inspected by the Department of Public Safety to ensure that the vehicle is mechanically safe and meets the minimum specifications established by the State Board of Education;</li> <li>Provide written attestation that any vans or other vehicles that are designed for up to 10 passengers are in good repair pursuant to NRS 386.830; and</li> <li>Complete the driver certification form demonstrating that bus, van, or other vehicle driver(s) have met all training, testing, and fingerprinting requirements.</li> </ul>
Before implementing an approved transportation plan a charter school must provide the following, as they
A school that receives an award will be reimbursed for expenditures made, upon submission of proof of payment of those expenditures. A school that receives an award may request a waiver to the reimbursement requirement. Waiver requests must be made in writing, thoroughly articulated, and align to the transportation plan.
Charter schools providing transportation are responsible for complying with all applicable state and federal laws and regulations pertaining to the transportation of students.
Charter schools that are awarded funding for daily transportation to and from school may not charge any fees for daily transportation to and from school.

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Signature

### 3 Transportation Plan

#### 3.1 Demonstration of Need

1) Describe the current transportation options available to students and identify the gaps and limitations. Include data on the number of students who need transportation and their geographic distribution.

Since launch we have continued to grow and the need for safe and equitable transportation has grown too. Families are very interested in transportation services and have expressed excitement over our expansion.

RTC bus routes provide some access to TEACH's campus. There is close proximity to stops along Rancho for routes 106 and 219. The nearest stop is 0.1 miles from campus.



The proposed bus stop map included later in this application shows where we believe bus stops will have the greatest reach, but we are open to revising our map as more students enroll and we complete our ongoing needs assessment.

The proposed school bus stops are designed to extend access in the most efficient way possible to a geographic area that will allow us to reach as many families as possible within a reasonably timed (around 30 mins) bus route.

2) Describe how the school's Transportation Plan, if approved and funded, is likely to materially improve access to education in the region served by the transportation plan.

If the transportation plan is approved and funded, **TEACH** will be able to serve a more significant geographical area. The proposed plan would expand our equitable recruitment footprint to include more of the Las Vegas area. We reserve the right to adjust our bus stop map based on ongoing Needs Assessment, but below in Question #4 is a sample of what a bus route could look like based on current enrollment and interest forms.

#### 3.2 Program Design

For those charter schools sponsored by the SPCSA that do not already have approval to transport students to and from school, the Program Design section will constitute an amendment request pursuant to NAC 388A.330(4).

- 1) Describe the transportation program. Include the following:
  - a. How do you plan to provide transportation to students?
  - b. How many students will be served by the proposed transportation plan?
  - c. What grade levels will be served by the proposed transportation plan?
  - d. What geographic area(s) will be served by the proposed transportation plan?

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- e. Describe all policies pertaining to the transportation program such as student eligibility, how students will be prioritized if the transportation program is oversubscribed, etc.
- f. Describe the implementation timeline for the transportation program.
- a. How do you plan to provide transportation to students?

For this first phase of student transportation, we plan to serve at least 120-150 students per day on two full-size yellow school buses managed by an external transportation partner.

b. How many students will be served by the proposed transportation plan?

At least 120-150 students per day will be served by this plan.

c. What grade levels will be served by the proposed transportation plan?

All TEACH students would be eligible for transportation, so this plan would serve grades K-8 in 2023-24.

d. What geographic area(s) will be served by the proposed transportation plan?

See the proposed route map below. This plan would primarily serve families living between 1 and 5 miles away from the TEACH campus.

e. Describe all policies pertaining to the transportation program such as student eligibility, how students will be prioritized if the transportation program is oversubscribed, etc.

Students with transportation required in their IEP will always have first priority access to transportation. For everyone else, seats on the bus are granted on a first-come first-served basis. If there is more demand than available seats, then students will go on a rank ordered list, similar to an enrollment waitlist at a charter school.

Most importantly, if there is a significant waitlist for transportation services, we will aggressively seek to add additional bus routes.

f. Describe the implementation timeline for the transportation program.

We are prepared to launch transportation in 2023-2024. We have notified families in our enrollment discussions that transportation may be forthcoming. We are working closely with our chosen transportation vendor (LOI and draft contract attached) with a goal to begin services in December 2023.

In coming years, we hope to increase our transportation program, adding additional route(s) for the 2024-2025 school year.

2) List and thoroughly describe any partnerships or contracts under which the school may provide the transportation services. As Attachment 2 provide a copy of the contract (or draft contract).

We are committed to transportation, equity, and access, but we want to keep our focus on teaching, learning, and building relationships, so we intend to outsource transportation services to Bright Yellow Lines, a mission-driven organization that is launching this year to help charter schools provide transportation services to our families in response to the new opportunities provided by AB400.

A sample contract, scope of work, and signed LOI are attached.

Schools proposing to provide bus or van/vehicle transportation must answer questions 3-8. This section is not required if the school's plan only contemplates the use of public transportation.

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- 3) Describe the scope and scale of the transportation that will be offered:
  - a. Provide the number of vehicles, make and model of each vehicle, and capacity of each vehicle;
  - b. Provide the number of daily routes operated; and
  - c. Provide the average number of students per route (to calculate the average number of students per route, take the total of students transported, including pre-K and special education, and divide by the number of routes).
  - a. Provide the number of vehicles, make and model of each vehicle, and capacity of each vehicle;
    The anticipated buses BYL will use to serve TEACH students in 2023-2024 are Model Year 2011 Class D buses from International. A quote for these buses is attached. The buses are rated at 84-students max, but we are estimating a capacity of 75 students because we have a mix of middle and elementary students.
  - b. Provide the number of daily routes operated; and

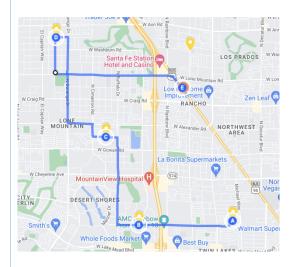
We will operate 2 routes per day in the morning and afternoon.

c. Provide the average number of students per route (to calculate the average number of students per route, take the total of students transported, including pre-K and special education, and divide by the number of routes).

The bus routes will serve up to 75 students each per day, and this is a two-route transportation plan. RTC passes may support transportation for additional students, but funding for those passes is not requested in this application.

4) Describe the proposed transportation routes and schedules, including a description of the pick-up/drop-off location(s) and how they comply with NRS 386.840. If possible, provide a tentative map of the transportation routes.

See proposed bus route below. The proposed stops are safe, open, well-lit locations, most of which are schools and parks.



#### Route 1

Stop A: Doris Reed Elementary School (6:35 a.m)

Stop B: Cimarron High School (6:45 a.m)

Stop C: Molasky Junior High (6:50 a.m)

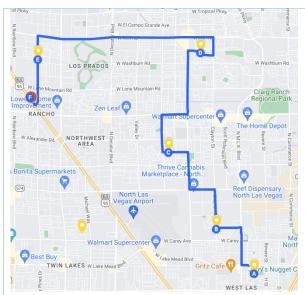
Stop D: Dean La Mar Allen Elementary School (7:00 a.m)

Stop E: Arrive at TEACH (7:10 a.m.)

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#### Route 2

Stop A: Matt Kelly Elementary (6:35 a.m)
Stop B: Gilbert Magnet School (6:40 a.m)
Stop C: Swainston Middle School (6:45 a.m)
Stop D: Cozine Elementary School (6:55 a.m)

Stop E: Ernest May Elementary School (7:05 a.m)

Stop F: Arrive at TEACH (7:10 a.m.)

Afternoon dismissal times will likely be in reverse order, and the bus will depart campus as soon as possible after 2:35 p.m. dismissal.

5) Explain how the school will ensure compliance with <u>Nevada's School Bus Standards</u>, and Nevada Revised Statutes and Regulations, particularly NRS 386.790 through NRS 386.845 and NAC 386.500 through NAC 386.555.

Student safety is the most important goal of our transportation program. The myriad compliance requirements from Nevada Department of Education and the Nevada Highway Patrol are helpful requirements to promote student safety, so we will ensure that each one is met fully and on time.

TEACH's contract with BYL includes specific expectations to manage compliance requirements (e.g., annual bus inspections and driver assessments, records retention, drug testing, etc.). A compliance tracker provided to the SPCSA tracker shows what BYL will be accountable to track and report for TEACH. New school bus guidelines are updated each year, so this tracker will be finalized as soon as the Nevada Department of Education adopts its revised guidelines for the 2023-24 school year, which we expect to happen later in July 2023.

6) Describe how the school will comply with requirements and protocols for driver training and safety. For school bus transportation, confirm that the driver(s) of the school bus will meet the minimum qualifications as described in NRS 386.825 and describe how the school will maintain all required employer documentation per Nevada Department of Education regulatory guidance for school bus operations.

Similar to question #5, BYL will use a compliance tracker, which is also shared with SPCSA to ensure that any buses providing service to TEACH or any other charter school will meet all requirements from NDE, NHP, or any other relevant regulatory agencies.

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- 7) Describe how the school and/or transportation vendor will ensure student safety, including complying with NRS 386.820, as applicable. Include:
  - a. The proposed schedule for practicing student evacuation
  - b. A description of the bus/vehicle safety program

Similar to questions 5 and 6, all required safety and compliance documentation will be provided by BYL. One such requirement is to maintain an annual log of practice student evacuation drills which must be completed at least twice per, but which we will conduct once per month in the first quarter, and then quarterly, thereafter. New rider onboarding and family communication regarding bus safety and expectations will be required before any new riders can begin receiving bus services.

8) **Optional:** For schools that intend to transport students to and from activities and programs, describe how the school and/or transportation vendor will comply with NRS 386.815 regarding operating a school bus for extended periods of time, if applicable. Note that transportation funding cannot be used to cover the expenses associated with field trips and extracurricular activities. However, SPCSA-sponsored schools should complete this question if they are seeking a transportation amendment and intend to transport students to and from activities and programs.

TEACH understands these funds cannot be used for field trips or athletics, so those transportation services are addressed in a separate scope of work that is not included with this application.

#### 3.3 School Information

1) Explain why academic, financial and organizational performance of the charter school indicates the transportation plan is in the interest of the students who will be served by the transportation plan.

**Academically**, transportation's greatest impact will be reducing absenteeism and tardiness. This claim is supported by <u>large-scale national research</u>, especially when bus riders are not too long, and transportation is reliable. For the 21-22 school year, SCHOOL had a chronic absenteeism rate of 40.9%. We believe providing transportation will reduce this figure drastically.

**Financially**, being under-enrolled is devastating for schools. Financially, having a wider recruitment net will allow us the opportunity to enroll more students.

**Operationally,** providing student transportation will allow the school's arrival and dismissal processes to run more smoothly. TEACH has faced pushback from neighbors about the backup in the traffic line at arrival and dismissal. This means the efficiency of the traffic system is critical. TEACH and its proposed transportation partner are in communication with TEACH's civil engineer to confirm the allowability and review the safety of the proposed bus loading procedures.

2) For charter schools not sponsored by the SPCSA, provide a summary of any findings under the Authorizer's Performance Framework (NRS 388A.273) for the preceding three years and the actions taken by the school to address the findings. Include as Attachment 3 copies of the Authorizer's Performance Framework reports for the preceding three years.

n/a

3) For schools not sponsored by the SPCSA, provide as Attachment 4 the current charter contract, including evidence that the school has been approved to provide transportation. If the school has not been approved to provide transportation, describe the school's plans to receive approval pursuant to NAC 388A.330(4).

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n/a

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## 4 BUDGET

Pursuant to Assembly Bill 400, Section 28.5(3)(e), schools may be funded up to the average per pupil cost for transportation in the school district in which the charter school is located.

1) What is the total number of students enrolled at the charter school campus based on the 4th quarter Average Daily Enrollment (ADE) from the 2022-23 school year? New schools and those schools that were approved for an Exceptional Enrollment Growth Adjustment (EEGA) should report the audited enrollment number.

#### <mark>311.88</mark>

- 2) As Attachment 5, provide a copy of the 4<sup>th</sup> quarter ADE report. *New schools and those schools that were approved for an Exceptional Enrollment Growth Adjustment (EEGA) should provide a copy of the signed funding request.*
- 3) Which county is the charter school campus located in? <u>Clark</u>
  For reference, per pupil funding amounts by school district are included below.

School District	Per Pupil Transportation Funding (Based on the FY19-FY22 four-year average)
Carson City	\$359
Churchill County	\$519
Clark County	\$481
Elko County	\$480
Washoe County	\$392
White Pine County	\$968

4) Use the Transportation Budget Workbook to show how the transportation funds being requested will be used to support the school's proposed Transportation Plan. For each item in the budget include Object Code; Function Code; Quantity; Salary, Rental or Unit Cost; and Narrative. The Narrative should include details on the purpose, justification for the cost, and the cost calculation. Submit the Transportation Budget Workbook as Attachment 6.

5)	If necessary, provide any additional narrative in support of the budget details.

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### 1. Appendix A: Sample Good Cause Exemption Letter

Those charter schools that are sponsored by the SPCSA which are not already approved to provide transportation to and from school will require an amendment to their charter contract. The transportation plan within the application serves as the amendment application. Because this amendment is being requested outside of the SPCSA's typical contract amendment windows, schools must include a request for a good cause exemption pursuant to NAC 388A.400. In addition to including a good cause exemption in the board's motion approving the transportation application, the school must provide a letter regarding the good cause exemption request. The following language may be used for the good cause exemption letter. This letter should be on the school's letterhead and signed by the school's board chair.

This letter is provided to formally request a Good Cause Exemption to amend the [school name] charter contract outside of the traditional amendment cycle. This request was approved by the Governing Body of [school name] on [board meeting date]. The attached amendment application would formally establish transportation services to and from school at [school name]. Transportation would begin on or about [date].

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## 2. APPENDIX B: SAMPLE BOARD MOTIONS

For a school that is requesting approval of the transportation plan and a contract amendment (SPCSA schools only):

Approve the [school name] transportation plan and funding request for submission to the State Public Charter School Authority and approve the amendment request to add transportation of students to and from school, including a request for good cause exemption request to have the State Public Charter School Authority consider this amendment request outside of the established windows.

For a school that is requesting approval of the transportation plan only (non-SPCSA schools and those SPCSA schools already approved to provide transportation to and from school):

Approve the [school name] transportation plan and funding request for submission to the State Public Charter School Authority.

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## 3. APPENDIX C: FREQUENTLY ASKED QUESTIONS

- 1. Can transportation funding be used for capital expenses?

  Yes, transportation funding may be used for capital expenses, such as the purchase of a vehicle to transport students or the cost to retrofit a space to secure the transportation vehicles.
- 2. Can transportation funding be used to contract with a vendor that will provide transportation services? Yes, a charter school may use transportation funds to contract with a vendor to provide transportation services. Note that any transportation, regardless of whether it is provided by the school or a vendor, must comply with applicable statutes and regulations.
- 3. Can transportation funding be used for capital and/or operating expenses associated with transporting students in vans?
  - Transportation funding may be used to fund expenses associated with vans, so long as they are vehicles designed to transport 10 passengers or less. Any vehicle designed for more than 10 passengers must comply with all laws and regulations pertaining to school buses.
- 4. Can transportation funds be used to cover the cost of insurance related to transporting students to and from school?
  - Yes, transportation funds may be used to cover the cost of insurance related to transporting students to and from school.
- 5. Can transportation funding be used to purchase public transportation passes? Yes, transportation funds may be used to purchase public transportation passes for students.
- 6. Can transportation funding be used for private motor coaches/buses that transport adults instead of school buses?
  - No, daily transportation operated by the school to transport students to and from school can only be provided on vehicles that meet the school bus requirements. The only exception is vehicles that are designed to transport 10 passengers or less.
- 7. Can transportation funding be used for expenses associated with transporting students to field trips?

  No, transportation funding can only be used for expenses related to transporting students to and from school.
- 8. Can transportation funding be used for stipends or to reimburse parents for the costs associated with transporting their students to school?
  - No, transportation funding cannot be used for stipends or reimbursements to parents.
- 9. What should be included in the budget?
  - The budget should show how the transportation funds being requested will be used to support the school's proposed Transportation Plan. For each item in the budget include Object Code; Function Code; Quantity; Salary, Rental or Unit Cost; and Narrative. The Budget Narrative must contain:
    - 1. Purpose of Cost (Why does the school need funds in this line item?)
    - 2. Beneficiary (Who will benefit from funds in this line item? E.g., Salary for one bus driver or Cost for one school bus to transport 25 students)
    - 3. Cost Calculation (Show your math. E.g., Funds for 1.0 FTE school bus driver at estimated \$32,000 annual base salary.)
- 10. When will schools be able to receive transportation funds?

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Schools that receive awards for transportation funding will be reimbursed for expenses associated with the transportation plan and as detailed in the approved budget. In unique situations, the SPCSA may, at its discretion, provide transportation funding to a school in advance of the school expending the funds.

- 11. What is the process and timeline for charter contract amendments and approvals?

  A charter school is only permitted to provide transportation to pupils if the school has approval to do so from its sponsor. See NAC 388A.330(4). Therefore, charter schools may be required to submit to their sponsor a contract amendment request in order to implement the transportation plan. For those schools sponsored by the SPCSA, any contract amendment associated with the implementation of the transportation plan will be considered as part of this application as detailed in section 1.4. Charter schools sponsored by school districts must work with their sponsor to gain approval of an amendment to provide transportation to pupils.
- 12. Will transportation funding be renewed each year?

  Assembly Bill 400 only appropriates funds for the 2023-24 and 2024-25 school years. Schools that receive transportation funding during the 2023-24 school year will be prioritized to receive funding again in the 2024-25 school year. However, the Legislature will need to appropriate funding for charter schools beyond the 2024-25 school year.

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## **Notice**

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. <u>Adobe Reader</u>:

 ${\sf TEACH\_Transportation.Budget.Workbook.xlsx}$ 

## Coversheet

## School Bus Purchase

Section: III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION

Item: H. School Bus Purchase

Purpose: Vote

Submitted by:

Related Material: F2652.pdf



# NATIONS BUS CORP

555 Outlet Mall Blvd. St. Augustine, FL 32084 Ph. (904) 347-2296 Fax. (904) 347-2299

TRUSTED COAST TO COAST

## **USED VEHICLE BUYER'S ORDER**

	8/27/2023	Salesperson: CASSIE CLEVENGER							
Requested Delivery Date:			Quote/Deal #:	-404736					
BUYER INFORMATION	ON:								
00000		0	Contact Name:	PETER CROSSAN					
Address:	4MATIV TECHNOLOGIES, IN	<u>C.</u>	Work Phone:	(508) 247-7212	<u> </u>				
Address:	959 DAYTON AVE			(300) 247-7212					
	SAINT PAUL MN 55104		Cell Phone:						
			Fax:						
Delivery City:	NEVADA		Email:	PCROSSAN17@0	MAIL.COM				
DESCRIPTION OF VI	EHICLE(S) ORDERED:								
Year:	2015		Price		\$48,800.00				
	THOMAS BUILT			-	· · ·				
Make:			Additional Opti	-	N/A				
Model:	SAF-T-LINER		Extended Warra	anty _	<u>N/A</u>				
Chassis:	Freightliner C2		Delivery	-	\$6,000.00				
Odometer:	124,502		Doc Fee	-	\$95.00				
Passenger Configuration	: <u>77FF</u>		Dealer Prep	_	\$250.00				
VIN:	4UZABRDT1FCGF2	652	Misc Fees	-	N/A				
			Registration	-	N/A				
			Sales Tax	-	N/A				
			Sub Total	-	\$55,145.00				
ADDITIONAL ITEMS	TO BE ADDED/REWORKI	<b>D</b> .	545 2044	-	400,110.00				
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