

CHARTER CONTRACT RENEWAL BETWEEN THE CLARK COUNTY SCHOOL DISTRICT
AND INNOVATIONS INTERNATIONAL CHARTER SCHOOL OF NEVADA

Attachment 1

CHARTER CONTRACT

Between

the

Clark County School District

and

Innovations International Charter School of Nevada

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CHARTER CONTRACT

This Agreement constitutes a Charter Contract (the Charter Contract) executed on July 1, 2023 by and between the Clark County School District (referred to as the Sponsor pursuant to NRS Chapter 388A) and the governing body of the Innovations International Charter School of Nevada (the Charter Board) (collectively, the Parties) to establish and operate the Innovations International Charter School of Nevada (the Charter School) in the State of Nevada.

RECITALS

WHEREAS, the Sponsor is authorized by the Nevada Legislature to sponsor charter schools pursuant to Nevada Revised Statutes (NRS) 388A.220; and

WHEREAS, the Parties currently have a Charter Contract for the operation of the Charter School for a term of six years, beginning on July 1, 2017, and ending on June 30, 2023; and

WHEREAS, on or about October 15, 2022, the Innovations International Charter School of Nevada submitted an application for renewal of their Charter Contract pursuant to NRS 388A.285; and

WHEREAS, under NRS 388A.015, Charter Contract is defined as the contract executed between the governing body of a charter school and the sponsor of the charter school; and

WHEREAS, this Charter Contract is executed pursuant to NRS 388A.270 which provides that if the sponsor approves the application of a charter school it must negotiate and execute a Charter Contract with the governing body of the charter school; and

WHEREAS, the following exhibits are attached to this Charter Contract and incorporated herein: Exhibit 1, CCSD Charter School Sponsorship Guide; Exhibit 2, CCSD Charter School Financial Performance Framework; Exhibit 3, Articles of Incorporation, if applicable; Exhibit 4, Amendments to Prior Charter Contract, if applicable; and

WHEREAS, under NRS 388A.270 and NRS 388A.273, the Sponsor has adopted a performance framework (Performance Framework) and incorporated the Performance Framework into this Charter Contract as set forth in the CCSD Charter School Sponsorship Guide attached as Exhibit 1; and

WHEREAS, the Parties intend that this Charter Contract serve as a performance contract that supersedes and replaces any initial written agreement, renewal agreement, and/or existing Charter Contract that governs the operation of the Charter School; and

WHEREAS, the Parties now seek to enter into a Charter Contract for a term of three years, beginning on July 1, 2023, and terminating on June 30, 2026, unless earlier terminated as provided herein; and

WHEREAS, the Clark County School District Board of School Trustees is set to approve the Charter Contract at a Board meeting on February 23, 2023, and to grant authority to the Superintendent of Schools to execute the Charter Contract on behalf of the Board of School Trustees;

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

I. Continued Operation of the School

A. Continued Operation

1. This Charter Contract is entered into between the Sponsor and the Charter Board to establish and operate the Charter School in the State of Nevada.
2. As authorized by NRS 388A.270, the Sponsor hereby authorizes the continued operation of the Charter School for a term of three years with the aforementioned conditions, and in accordance with the terms and conditions set forth in this Charter Contract.
3. On or before June 30 immediately preceding the final school year in which the Charter School is authorized to operate under this Charter Contract, the Sponsor will submit to the Charter Board a written report summarizing the performance of the Charter School. The Charter School shall submit an application for renewal to the Sponsor on or before October 15 of the final school year in which the Charter School is authorized to operate, NRS 388A.285. These dates may be extended upon mutual agreement of the Parties.

B. Parties

1. The person authorized to sign the Charter Contract on behalf of the Charter Board and Charter School is the President of the Charter Board (Charter School Representative).
2. The Charter School Representative affirms as a condition of this Charter Contract, that he/she is the above-described representative of the Charter School and has authority to sign this Charter Contract on behalf of the Charter Board and Charter School.
3. The person authorized to sign the Charter Contract on behalf of the Sponsor is the Superintendent of Schools of the Clark County School District. NRS 388A.270 also requires that before the Charter Contract is executed, the Sponsor must approve the Charter Contract at a meeting of the Board of School Trustees in accordance with Chapter 241 of NRS (Open Meeting Law).

C. Term of Charter Contract

1. The Term of this Charter Contract shall be three years in accordance with NRS 388A.270.
2. This Charter Contract is effective upon execution, and the term of the Charter Contract begins July 1, 2023, and will terminate on June 30, 2026 unless earlier terminated as provided herein.

D. General

1. Pursuant to NRS 388A.095, the Charter School shall not operate for profit and may be incorporated as a nonprofit corporation pursuant to the provisions of Chapter 82 of NRS.
2. The Charter School certifies that all contracts obligating the Charter Board or Charter School have been and will be undertaken by the Charter School in accordance with NRS Chapter 388A and Nevada Administrative Code (NAC) Chapter 388A.
3. The Charter School and its Charter Board shall operate at all times in accordance with all federal laws, NRS, Nevada Administrative Code, local ordinances, and sponsor policies applicable to charter schools.

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4. The Charter School shall be deemed a public school subject to all applicable provisions of local, state and federal law and regulation specifically including, but not limited to, health and safety, civil rights, student assessment and assessment administration, data collection, reporting, grading, and remediation requirements, except to the extent such provisions are expressly inapplicable to charter schools.

E. Charter School Governing Body

1. The Charter School shall be governed by the Charter Board, and deemed a public body, in a manner that is consistent with the terms of this Charter Contract so long as such provisions are in accordance with applicable state, federal, and local law and regulation. (NRS 388A.320)
2. The Charter Board shall have final authority and responsibility for the academic, financial, and organizational performance of the Charter School, and the fulfillment of the Charter Contract, subject to monitoring and oversight by the Sponsor as set forth in this Charter Contract.
3. The Charter Board shall be the final authority in matters affecting the Charter School including, but not limited to, staffing, job titles, employee salary and benefits, financial accountability, curriculum and instructional design, and teacher evaluation and classroom observation, subject to monitoring and oversight by the Sponsor as set forth in this Charter Contract.
4. The Charter Board shall ensure that the Charter School is in compliance with all federal laws, NRS, NAC, local ordinances and Sponsor policies applicable to charter schools including, but not limited to, the requirements set forth in NRS 388A.366.
5. The Charter Board shall act in accordance with and is subject to the Nevada Open Meeting Law (Chapter 241 of NRS), Nevada Public Records Act (Chapter 239 of NRS), and Nevada Local Government Purchasing laws. (NRS 332.039 to 332.148)
6. The Charter Board shall, during each calendar quarter, hold at least one regularly scheduled public meeting in Clark County. (NRS 388A.320)
7. The Charter Board shall have authority for and be responsible for policy and operational decisions of the Charter School, subject to monitoring and oversight by the Sponsor as set forth in this Charter Contract. The Charter Board shall govern the Charter School pursuant to the following terms and conditions:
 - a. Articles and/or Bylaws. The Articles of Incorporation, if applicable, and Bylaws of the Charter Board shall provide for governance of the operation of the Charter School as a public charter school and shall at all times be consistent with all applicable law, regulation, and this Charter Contract. The Articles of Incorporation, if applicable, are set forth in Exhibit 3 and are incorporated herein by reference. Any modification of the Articles of Incorporation or Bylaws constitutes a non-material amendment of the Charter Contract and shall not become effective until the Charter School provides written notification to Sponsor staff (Director of the Office of School Choice or designee) as set forth in Section XII(E).
 - b. Composition. The composition of the Charter Board shall at all times be determined by and consistent with the Articles of Incorporation and Bylaws of the Charter Board and all applicable law and regulation (including NRS 388A.320, NRS 388A.323, and NAC 388A.525). The complete roster of the Charter Board (Board Roster) as well as each

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member's affidavit, resume, proof of fingerprint submission, and Request for Information shall be maintained in the Sponsor's established document library. The Charter Board shall notify the Sponsor of any changes to the Board Roster and submit an amended Board Roster to the Sponsor within ten business days of their taking effect.

- c. Affiliation. Notwithstanding any provision to the contrary in the Charter Contract or the Articles of Incorporation and/or Bylaws of the Charter Board, in no event shall the Charter Board, at any time, include more than two directors, officers, employees, agents or other affiliates of any single entity regardless of whether said entity is affiliated or otherwise partnered with the Charter School unless a waiver is granted under NRS 388A.320 and NRS 388A.243. The membership of the Charter Board may also not include an employee of the Charter Board or Charter School including, without limitation, an administrator or teacher of the Charter School; a person who is related by blood or marriage to an employee of the Charter Board or Charter School; or a person who is related by blood or marriage to another member of the Charter Board. (NRS 388A.320 and NAC 388A.525)
- d. Conflicts of Interest. The Charter Board shall adopt a Conflicts of Interest Policy (the Conflicts of Interest Policy), including provisions related to nepotism and consistent with this section and applicable law. The Charter Board shall, at all times, comply with the provisions of the Conflicts of Interest Policy. The adopted and approved Conflicts of Interest Policy shall be maintained in the Sponsor's established document library. Any modification of the Conflicts of Interest Policy must be submitted to the Sponsor's within five days of approval by the Charter Board.
- e. Non-Commingling. Assets, funds, liabilities, and financial records of the Charter School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization unless approved in writing by the Sponsor.

F. Location

- 1. The Charter School shall provide educational services, including delivery of instruction, at the location:

Innovations International Charter School of Nevada Elementary
1600 East Oakey Boulevard
Las Vegas, Nevada 89104

Innovations International Charter School of Nevada Secondary
950 East Sahara Avenue
Las Vegas, Nevada 89104

G. Facilities

- 1. The buildings in which the Charter School is to be located, gymnasiums, playgrounds, sports/athletic fields, and parking structure/lots shall be known as the Charter School Facilities (the Facilities).
- 2. The Sponsor or its designee may, at the Sponsor's discretion, conduct health and safety inspections of the Facilities.
- 3. The Facilities shall meet all applicable building, health, sanitation, safety, and fire code requirements and shall conform with applicable provisions of the Americans with Disabilities Act and any other federal or state requirements applicable to public charter schools. In

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addition to the foregoing, the Charter School agrees to pay all costs related to compliance with federal requirements for asbestos management at the Charter School.

4. If the Charter School wishes to amend this Charter Contract, pursuant to NRS 388A.276 and 388A.279, to occupy new or additional Facilities, the Charter Board must submit to the Sponsor a written request for such an amendment, a copy of any proposed agreements, and must comply with applicable legal requirements including NAC 388A.315. The Sponsor may deny the request if the Sponsor determines the request is not compliant or complete, or the Charter School was not rated in the first, second, or third highest tier during the last rating of the charter school pursuant to the statewide system of accountability for public schools. (NAC 388A.315)
5. If the Charter School wishes to amend its Charter Contract, pursuant to NRS 388A.276 and 388A.279, to acquire a new or additional facility, the Charter Board must submit to the Sponsor a written request for approval of the acquisition. The request must be submitted before the Charter Board takes any action to acquire the facility. (NAC 388A.320)
 - a. The Sponsor may deny the request if the Charter School was not rated in the first, second, or third highest tier during the last rating of the charter school pursuant to the statewide system of accountability for public schools. (NAC 388A.320)
 - b. Pursuant to NRS 388A.279, the Sponsor must deny a request to amend the Charter Contract to acquire an additional facility to expand enrollment if the Sponsor determines that the Charter School is not meeting the requirements of the performance framework concerning academics, finances, or organization established pursuant to NRS 388A.273 or the Charter Board does not have a comprehensive and feasible plan to operate additional facilities.
6. The actions in Sections I(G)(4) and I(G)(5) shall constitute a material amendment of this Charter Contract and shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Sponsor.
7. In the event that legally viable Facilities and/or necessary certificates and permits are not in place, the Charter School may not provide instruction at the Facilities or otherwise admit pupils into the Facilities. In such event, the Sponsor reserves the right to enforce any of the consequences for failure to act in accordance with the material terms and conditions of this Charter Contract.

H. Charter School Independence

1. In accordance with NRS 388A.369, the Sponsor may not assign any pupil who is enrolled in a public school or any employee who is employed in a public school to the Charter School. The Sponsor also may not interfere with the operation and management of the Charter School except as authorized by this Charter Contract, NRS Chapter 388A, or any other statute or regulation applicable to the Charter School or its officers or employees.
2. The Charter School will be subject to review of its operations and finances by the Sponsor, including related records, when the Sponsor, in its sole discretion, deems such review necessary.

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II. School Operations

A. Open Meetings and Public Records

1. The Charter School shall maintain and implement policies and procedures to ensure that it complies with all applicable laws and regulations relating to the Nevada Open Meeting Law (Chapter 241 of NRS) and the Nevada Public Records Act (Chapter 239 of NRS).

B. Records Retention

1. The Charter School shall maintain and implement policies and procedures to maintain student records in accordance with applicable laws including NAC 388A.550.
2. The Charter School also must maintain and implement a records retention policy in accordance with the Local Government Records Retention Schedules published by the Nevada State Library and Archives. (NRS 239.125)

C. Mission Statement

1. The Charter School's mission statement (initially or as amended, the Mission Statement) shall be in the approved Charter Contract application on file with the District's Office of School Choice and incorporated by reference herein. Any change to the Mission Statement shall be a material amendment to this Charter Contract and shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Sponsor.

D. Age, Grade Range, and Number of Students

1. The Charter School shall provide instruction to pupils in such grades and numbers in each year of operation under the Charter Contract as identified in the Charter Contract application on file with the District's Office of School Choice.
2. The Charter School may modify the number of students in any particular grade, and number of students within a class, to accommodate staffing exigencies and attrition patterns provided such modifications are consistent with this Charter Contract, and subject to the limitations of Section II(D)(3) below.
3. The following actions related to enrollment shall be a material amendment of this Charter Contract and shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Sponsor: (NRS 388A.279)
 - a. Expanding the Charter School to offer instruction in grade levels for which the Charter School does not already offer instruction; (see also NAC 388A.310 and 388A.330)
 - b. Increasing the total enrollment of the Charter School or the enrollment of pupils in a particular grade level in the Charter School for a school year to more than 120 percent of the maximum enrollment as identified in the Charter Contract application on file with the District's Office of School Choice;
 - c. Eliminating one or more grade levels for which the Charter School provides instruction or other educational services; (see also NAC 388A.325 and 388A.330)
 - d. Reducing the total enrollment of the Charter School or the enrollment of pupils in a particular grade level in the Charter School for a school year to less than 80 percent of the minimum enrollment as identified in the Charter Contract application on file with the District's Office of School Choice;

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- e. Seeking to acquire an additional facility in any county of the State of Nevada to expand the enrollment of the Charter School; or
 - f. Consolidating the operations of multiple charter schools pursuant to NRS 388A.282.
4. Pursuant to NRS Chapter 388A.279, the Sponsor must deny a request to amend the Charter Contract in the manner described in Section II(D)(3)(e) to acquire an additional facility to expand enrollment or Section II(D)(3)(f) to consolidate operations of multiple charter schools if the Sponsor determines that the Charter School is not meeting the requirements of the performance framework concerning academics, finances, or organization established pursuant to NRS 388A.273 or the Charter Board does not have a comprehensive and feasible plan to operate additional facilities. (see also Section I(G)(5))
5. Any authorization to expand may require the Charter School to demonstrate satisfactory academic and financial performance, and organizational compliance.

E. Non-Discrimination

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

F. Student Recruitment, Enrollment, and Attendance

1. The Charter School shall make student recruitment, admissions, enrollment and retention decisions in a nondiscriminatory manner and without regard to race, color, creed, protective hairstyle, national origin, ancestry, sex, gender identity or expression, sexual orientation, marital status, religion, disability or need for special education services. In no event may the Charter School limit admission based on race, ethnicity, national origin, protective hairstyle, sex, gender identity or expression, sexual orientation, disability, income level, athletic ability, or proficiency in the English language, except as authorized by NRS 388A.453.
2. The Charter School shall adopt and adhere to a Truancy and Absence Policy pursuant to NAC 388A.160(5).
3. The Charter School shall not limit the enrollment of pupils in the charter school to a specified number of pupils unless allowed under NAC 388A.535 or other applicable law.
4. Except as provided for in NRS 388A.453, 388A.456, 388A.336, and Sections II(F)(5) to II(F)(7) of this Charter Contract, the Charter School must enroll pupils who are eligible for enrollment in the order in which the applications are received. If there are more applications to enroll in the charter school than there are spaces available, the Charter School must determine which applicants to enroll on the basis of a lottery system (random selection process).
5. The Charter School must enroll pupils who are eligible for enrollment who reside in the District before enrolling pupils who reside outside the District (except for a program of distance education). (NRS 388A.453)
6. If the District Board of School Trustees has established zones of attendance pursuant to NRS 388.040, the Charter School shall, if practicable, ensure that the racial composition of pupils

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enrolled in the Charter School does not differ by more than 10 percent from the racial composition of pupils who attend public schools in the zone in which the Charter School is located. (see also NAC 388A.533)

7. Pursuant to NRS 388A.453 and 388A.456, the Charter School may give enrollment preference based upon criteria established in law and regulation. Should state laws or regulations be amended to alter the nature or application of enrollment preferences, the Charter School shall comply therewith upon the effective date of the changes. Before the Charter School enrolls pupils who are eligible for enrollment pursuant to NRS 388A.453, the Charter School may enroll a child who:
 - a. Is a sibling of a pupil currently enrolled;
 - b. Was enrolled in a tuition-free pre-kindergarten program and on the basis of a lottery system at the Charter School or affiliated program with the Charter School;
 - c. Is a child of a person who is:
 - (1) Employed by the Charter School;
 - (2) A member of the Committee to Form the Charter School;
 - (3) A member of the Charter Board; or
 - (4) Who resides on or is employed on the federal military installation, if the charter school is located on a federal military installation.
 - d. Is enrolled at a charter school with which the charter school has an articulation agreement, approved by the Sponsor, providing for priority enrollment;
 - e. Is in a particular category of at-risk pupils and the child meets the eligibility requirements prescribed by the Charter School for that particular category;
 - f. At the time his or her application is submitted, is enrolled in a public school of a school district with an enrollment that is more than 25 percent over the public school's intended capacity (within this category, the Charter School must enroll pupils who reside within two miles of the Charter School before enrolling other pupils);
 - g. At the time his or her application is submitted, is enrolled in a public school that received an annual rating established as one of the two lowest ratings possible indicating underperformance of a public school for the immediately preceding school year (within this category, the Charter School must enroll pupils who reside within two miles of the charter school before enrolling other pupils);
 - h. Resides within the school district and within two miles of the Charter School if the Charter School is located in an area that the Sponsor determines includes a high percentage of children who are at-risk; or
 - i. Pursuant to NAC 388A.536, the Charter School may develop and use a policy for a weighted lottery for admission that gives preference to one or more categories of pupils if the weighting is:
 - (1) Necessary to comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq.; Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681 et seq.; section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Equal Protection Clause of the United States Constitution; any applicable federal or state law; or to address the specific deficiency and category of pupils outlined in a court order issued to the charter school or its sponsor;

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- (2) In favor of one of the following subgroups of educationally disadvantaged pupils:
 - (a) Pupils who are economically disadvantaged;
 - (b) Pupils with disabilities;
 - (c) Migrant pupils;
 - (d) Pupils with limited English proficiency;
 - (e) Pupils who are neglected or delinquent;
 - (f) Pupils who are homeless; or
 - (g) Pupils whose most recent enrollment was in a public school which received an annual rating established as one of the two lowest ratings possible indicating underperformance at the elementary, middle or high school level pursuant to the statewide system of accountability for public schools.
- j. The Charter School must also comply with all enrollment requirements and restrictions set forth in NAC 388A.538.

G. Tuition, Fees, and Volunteer Requirements

- 1. The Charter School shall not charge tuition or fees of any kind as a condition of enrollment. The Charter School may not impose any fees that a school district would be prohibited by applicable law or regulation from imposing.
- 2. Nothing in this section shall be interpreted to prohibit the Charter School from imposing tuition or fees that a school district would be permitted to impose. (NRS 388A.366)
- 3. Any requirement that a parent commit a number of volunteer hours shall be prohibited unless such a requirement considers individual family circumstances and allows for a waiver of volunteer hours.

H. School Calendar; Hours of Operation

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

I. Student Conduct and Discipline

- 1. The Charter School shall adopt and adhere to a student discipline policy (the Discipline Policy) pursuant to NRS 388A.495 and regulation. The Charter School may not remove, withdraw, suspend or expel a pupil against a parent's wishes for reasons other than the reasons for suspension or expulsion stated in NRS 392.4655 – 392.472 or other applicable statute or regulation. Nothing in this provision precludes the Charter School from withdrawing a pupil from the Charter School consistent with applicable law and regulation.
- 2. The Charter School must comply with all laws related to restorative justice and/or restorative disciplinary practices. The Charter School must develop a plan for restorative justice and process for progressive discipline. The Charter School also must train employees on restorative justice and progressive discipline. (NRS 388A.495; NRS 392.472; NRS 392.466; NRS 385A.250)

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3. The withdrawal of any student from the Charter School shall be entered into Infinite Campus and reported to the Sponsor.
4. In the event a student is expelled, the Charter School will provide equivalent services to the student. If the expelled student returns to the District, the placement of the student will be made in consultation with the District's Education Services Division.

J. Service Agreements, Contracts, Facility Lease or Purchase

1. Nothing in this Charter Contract shall be interpreted to prevent the Charter School from entering into a contract or other agreement related to the operation of the school. The Charter School shall include in any agreement or contract entered into that the provisions of any such agreement are enforceable only to the extent they are compliant with applicable law and regulation. The Charter Board is responsible for ensuring that all contracts or other agreements are compliant with existing law and regulation.
2. The Charter School acknowledges that it has no authority to enter into a contract that would bind the Sponsor. The Charter School agrees that it will not extend the faith and credit of the Sponsor to any third person or entity. The Charter School shall clearly indicate to vendors and other entities and individuals with which or with whom the Charter School enters into an agreement or contract for goods or services that the obligations of the Charter School under such agreement or contract are solely the responsibility of the Charter School and are not the responsibility of the State of Nevada, the Sponsor, or the Nevada Department of Education (NDE).
3. If the Charter School intends to amend an existing Facility lease, enter a new Facility lease, occupy a new or additional Facility, acquire a new or additional Facility, purchase real property or buildings, enter a loan agreement, or enter a bond purchase/loan agreement the Charter School must submit a written request in advance to the Sponsor and provide a copy of the agreement to the Sponsor for its review. These actions shall constitute a material amendment of this Charter Contract and shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Sponsor. The Charter School is responsible for obtaining its own legal advice regarding any of the aforementioned agreements. See also Section I(G) of this Charter Contract for additional provisions related to Facilities.

K. Contracts with a Contractor, Educational Management Organization (EMO), or Charter Management Organization (CMO)

1. The following provisions apply to a contract or proposed contract between the Charter School and/or Charter Board and a contractor, EMO, or CMO (as defined by NRS 388A.020, NRS 388A.030, and NRS 388A.393):
 - a. Before the Charter Board enters a contract with an EMO or CMO or amends, renews, or terminates any such contract the Charter Board shall hold a public meeting that complies with Chapter 241 of NRS and a majority of the Charter Board must vote at the public meeting to approve the contract or amendment, renewal, or termination thereof. (NAC 388A.575)
 - b. If the Charter Board votes to enter into or terminate a contract with an EMO or CMO, it is considered a material amendment of the Charter Contract, and the Charter Board must obtain written approval from the Sponsor before the Charter Board enters into or terminates the contract. (NAC 388A.575)

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- (1) Should the Charter School propose to enter into a contract with an EMO or CMO, the Charter School agrees to submit all information requested by the Sponsor regarding the management arrangement, including a copy of the proposed contract and a description of the EMO or CMO, with identification of its principals and their backgrounds.
- c. If the Charter Board votes to amend or renew a contract with an EMO or CMO, the Charter Board must notify the Sponsor before the Charter Board amends or renews the contract. (NAC 388A.575)
- d. Any contract between the Charter School and a proposed contractor or EMO or CMO must comply with state and federal laws, including the provisions of NRS 388A.393, NAC 388A.570, NAC 388A.575, NAC 388A.580, and NAC 388A.585.
- e. At any time during the contract term, the Charter School shall comply with all Sponsor requests for information about the contractor, EMO or CMO, that are reasonably related to the Sponsor's duty to ensure that the Charter School is in compliance with all provisions of this Charter Contract, NRS 388A.393, NAC 388A.570, NAC 388A.575, NAC 388A.580, NAC 388A.585, or other applicable statutes and regulations.
- f. In no event shall the Charter Board of the Charter School delegate or assign its responsibility for fulfilling the terms of this Charter Contract. (NRS 388A.393) The Charter School may not give to the contractor, EMO, or CMO direct control of educational services, financial decisions, the appointment of members of the governing body, or the hiring and dismissal of an administrator or financial officer of the Charter School. (NRS 388A.393)
- g. Any contract between the Charter Board and an EMO or CMO shall include a provision that requires the EMO or CMO to inform each person whom the EMO or CMO employs or hires and who provides a direct service to the Charter School that: (a) the person is not employed by the Charter Board; and (b) the provisions of NRS 388A.530, 388A.533, 388A.535, 388A.538, 388A.541, and 388A.544 do not apply to an employee of the EMO or CMO or any person hired by the EMO or CMO to perform a service to the Charter School including, without limitation, the provision governing the status of employees of a charter school and their collective bargaining rights and benefits. (NAC 388A.570)
- h. The Charter Board must conduct and submit all required reviews and reports related to a contractor, EMO, or CMO. These documents must include the amount paid to the EMO or CMO, expenditures of the EMO or CMO, contracts entered into by the EMO or CMO related to carrying out the contract with the Charter School, and a review of the performance of the EMO or CMO.
- i. Any management contract (including EMO and CMO contracts) entered into by the Charter School shall include an indemnification provision for the Charter School as follows: The management company shall indemnify, save and hold harmless the Charter School against any and all claims, demands, suits, actions, proceedings, losses, costs, judgments, damages, or other forms of liability to third parties, of every kind and description, actual or claimed, including, but not limited to, attorneys' fees and/or litigation expenses, including, but not limited to, injury to property or persons (including, but not limited to, civil rights violations), occurring or allegedly occurring, in connection with the operation of the Charter School, or from conduct committed or alleged to have been committed on the premises of the Charter School or by the Charter School, or from

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conduct committed by the management, or by its employees, officers, directors, subcontractors, or agents, during the term of this Charter Contract or any renewal thereof. Additionally, the management company shall defend, indemnify, and hold harmless the Sponsor of the Charter School in any such action or proceedings brought thereon. This provision shall survive the termination of this contract.

L. Operational Manual

1. The Sponsor may request that the Charter School submit an operational manual outlining the key procedures as determined by the Sponsor. The operational manual and procedures must be followed by the Charter School.

M. Employment Matters

1. All employees of the Charter School shall be deemed public employees. (NRS 388A.533) Employees of a contractor, EMO, or CMO, are not employed by the Charter School and are therefore not public employees. (NAC 388A.570)
2. The Charter School agrees to comply with the provisions of NRS 388A.530 to 388A.544 regarding employment status and NRS 388A.518 to NRS 388A.524 regarding teacher licensure.
3. The Charter School, its employees, agents, or contractors are not employees or agents of the Sponsor. The Sponsor, its employees, agents, or contractors are not employees or agents of the Charter School. None of the provisions of this Charter Contract will be construed to create a relationship of agency, representation, joint venture, ownership, or control of employment between the Parties other than that of independent Parties contracting solely for the purpose of effectuating this Charter Contract.
4. The Charter School shall have ultimate responsibility for employment, management, dismissal and discipline of its employees, including key personnel employed by an EMO or CMO. The Charter School will establish and implement its own dispute resolution process for employment matters.
5. The Charter School may not employ instructional personnel whose certificate or license to teach has been revoked or is currently suspended by the state board of education in this state or another state as per NRS 388A.524.
6. An employee of a charter school is eligible for all benefits for which the employee would be eligible for employment in a public school including, without limitation, participation in the Public Employees Retirement System (PERS) in a manner consistent with NRS 388A.541 and 388A.544. The Charter School agrees to provide documentation to the Sponsor on a quarterly basis evidencing that it has made the required contributions into the PERS system for each eligible employee.
7. The Charter School shall conduct all required fingerprinting and criminal background checks and act in accordance with NRS 388A.505 to NRS 388A.516.
8. The Charter School shall maintain employee files as identified in the law and regulation which are subject to audit by the Sponsor or other appropriate entity.

N. Student Health, Welfare, and Safety

1. The Charter School shall comply with all applicable federal and state laws and regulations concerning student health, welfare, and safety including, but not limited to, state laws

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regarding the reporting of child abuse, accident prevention, and disaster response, and any applicable state and local regulations governing the operation of school facilities.

O. Safe and Respectful Learning Environment

1. The Charter School shall comply with all laws relating to the provision of a safe and respectful learning environment including, but not limited to, NRS 388.121, through NRS 388.1459.

P. Transportation

1. If applicable, the Charter School shall be responsible for providing students transportation consistent with the plan proposed in the approved Charter Contract application on file with the District's Office of School Choice and incorporated herein. All federal, state and local requirements regarding transportation of students will be met prior to services being offered.
2. The termination, change, or addition of transportation shall constitute a material amendment of this Charter Contract and shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Sponsor.

Q. Parent Concern Process

1. The Charter Board shall establish a procedure by which parents, community members and other interested parties may submit letters of concern (for which action is needed/requested) and a timeline by which such action will be taken. The procedures must be submitted to the Sponsor annually.

R. Information Technology and Information Security

1. The Charter School must adhere to applicable Information Technology (IT) and Information Security (IS) policies, standards, guidelines, or requirements related to any and all IT services provided by the Sponsor. The Sponsor will provide the Charter School with applicable documentation defining such requirements.
2. The Charter School may not use any IT system provided by the Sponsor for any purpose or in any way contrary to its intended purpose. The Charter School may not alter, circumvent, or manipulate the IT or IS configuration and controls.
3. Access to Sponsor IT systems is to be strictly controlled. The Charter School will request access to Sponsor IT systems only for employees who require access. The Sponsor has the authority to grant or deny access to an employee at their discretion for reasonable cause as per the Sponsor's written policies. When a Charter School employee who has access to the Sponsor's IT systems departs employment at the Charter School or no longer needs access to the system, the Charter School must inform the Sponsor of the departure or roll change prior to the event occurring, but no later than five business days post departure or roll change.

III. Educational Program

A. Design Elements

1. The Charter School shall have control over and responsibility for delivery of the educational program and for attainment of the performance standards as set forth in the Charter School Performance Framework (CSPF) which is found in the CCSD Charter School Sponsorship Guide attached as Exhibit 1, and which is incorporated herein. The Charter School shall have

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discretion to modify, amend, adapt, and otherwise change the educational program as it deems necessary to achieve the performance standards so long as such changes are consistent with the Charter Contract application and the Charter Contract.

2. The Charter School may choose to provide a program of distance education as identified in the Charter Contract application on file with the District's Office of School Choice. The distance educational program must align with all federal, state and local laws, regulations and requirements, and be approved by the NDE.
3. In determining whether or not the Charter School complies with the essential terms of the educational program, the Sponsor will use the Charter Contract application (initial or as amended) as the basis to assess fidelity. The educational program must align with all federal, state and local laws, regulations and requirements.

B. Curriculum and Instructional Design

1. The Charter School will teach courses approved by NDE and the educational program shall meet or exceed Nevada's content standards.
2. Any modification to the curriculum and instructional design, either individually or cumulatively, that are of such a nature or degree as to cause the curriculum and instructional design described within the approved Charter Contract application to cease to be in operation will be considered a material amendment of the Charter Contract and shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Sponsor.
3. Pursuant to NRS 388A.487, the governing body of a charter school that operates as an elementary school shall adopt rules for the provision of intervention services and intensive instruction to pupils who are enrolled in the charter school that are consistent with NRS 392.750, 392.760, and 392.765.

C. Student Assessment

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

D. Special Education

1. The Charter School shall provide services and accommodations to students with disabilities as set forth in the Charter Contract application and in accordance with any relevant policies thereafter adopted, as well as with all applicable provisions of the Individuals with Disabilities Education Act (20 U.S.C. § 1401 et seq.) (the IDEA), the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) (the ADA), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) (Section 504), and all applicable regulations promulgated pursuant to such federal laws. This includes providing services to enrolled students with disabilities in accordance with the individualized education program (IEP) prescribed by a student's IEP team. The Charter School shall comply with all applicable requirements of state law and regulation concerning the provision of services to students with disabilities. The Charter School is responsible, both financially and programmatically, for the response and resolution of special education

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administrative issues and proceedings including, but not limited to, due process complaints and state complaints filed against them. The Charter School will also be responsible for producing and maintaining a detailed special education procedure manual.

E. English Language Learners

1. The Charter School shall provide resources and support to English language learners to enable them to acquire sufficient English language proficiency to participate in the mainstream English language instructional program. The Charter School shall adhere to policies and procedures for identifying, assessing and exiting English language learners, consistent with all applicable laws and regulations. The Charter School will comply with any and all requirements of the state and federal law regarding services to English language learners. The Sponsor will monitor the Charter School with regard to the provision of services to English language learners by the school.

IV. Charter School Finance

A. Financial Management

1. The Charter School shall control and be responsible for financial management and performance of the Charter School including budgeting and expenditures. The Charter School shall operate on a fiscal year that begins July 1 and ends June 30.
2. The Charter School shall be responsible for all costs associated with its school operations, including the cost of contracting for goods and services.
3. At all times, the Charter School shall maintain appropriate governance and managerial procedures and financial controls including, without limitation: (1) commonly accepted accounting practices and the capacity to implement them; (2) a bank account maintained within this State; (3) adequate payroll procedures; (4) an organizational chart; (5) procedures for the creation and review of monthly and quarterly financial reports, including identification of the individual who will be responsible for preparing such financial reports in the following fiscal year; (6) internal control procedures for cash receipts, cash disbursements, and purchases; (7) internal control procedures to ensure that no expenditures from an account will exceed the balance of that account; and (8) maintenance of asset registers and financial procedures for grants in accordance with applicable federal and state law. (NAC 387.600 to 387.780)
4. The Charter School shall undergo an independent financial audit conducted in accordance with governmental accounting standards and GASB 34 performed by a certified public accountant each fiscal year. The results of the audit will be provided to the Sponsor in written form in accordance with the date established by law and regulation. The Charter School shall pay for the audit. (NAC 387.600 to 387.780) Among other things, the audit must include an analysis of and findings on compliance with the performance indicators for finances set forth in the performance framework of the Charter School. (NAC 387.775)
5. The Charter School shall prepare quarterly financial reports for the Sponsor in compliance with this Charter Contract. Such reports shall be submitted to the Sponsor no later than 15 days following the end of each quarter, and as defined in the law and regulation, with the ability of the Sponsor to grant an extension to 45 days if requested by the Charter School. Financial reports will encompass all elements of the financial performance framework as required by the Sponsor.

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6. The Charter School agrees to maintain financial records in accordance with the governmental accounting method required by the NDE and/or Sponsor and to make such records available upon request.
7. The Charter School shall use and follow the chart of accounts and any grant codes as defined by the Department in the Nevada Common Elements for Accounting and Reporting K-12 Educational Finances.
8. The Charter School shall assure that all financial records for the school are maintained, posted and reconciled at least monthly, and are open for public inspection during reasonable business hours.
9. The Charter School shall establish procedures for ensuring that funds are disbursed for approved expenditures consistent with the Charter School's budget.
10. Pursuant to NAC 387.770, the Charter School shall maintain a complete and current inventory of all school property and shall update the physical inventory annually. The Sponsor may conduct an annual audit of the charter school's inventory. Any asset acquired by the Charter School is the property of the Charter School for the duration of the Charter Contract and any subsequent renewals. The Charter School shall take reasonable precautions to safeguard assets acquired with public funds. The Charter School shall manage all assets consistent with the requirements of applicable law and regulation including, without limitation, NRS 388A.306, NAC 388A.515, and NAC 387.600 to 387.780. Pursuant to NRS 388A.087, if the Charter School acquires property and then relocates, closes, or otherwise ceases operations the ownership of all such property must be transferred to the State of Nevada or a political subdivision of the State of Nevada.
11. Pursuant to NAC 387.770, records must identify the source of the money used to purchase the property, equipment, or inventory or must identify the person who donated the property, equipment or inventory. If the Charter School's records fail to establish clearly whether an asset was acquired with the use of public funds, the assets shall be deemed to be public assets.
12. The Charter School shall comply with other requirements as may be imposed through state law or regulation, from time to time, on charter school finances, budgeting, accounting, and expenditures, provided that the Sponsor shall provide reasonable technical assistance regarding material changes to state law and regulation, and the Parties will collaborate to assure that they each remain reasonably current on the impact of any modifications on charter schools. The Parties agree that the Charter School retains primary responsibility for compliance with state law and regulation.
13. The Charter School is solely responsible for all debt it incurs. The Sponsor is not responsible for any debts incurred by the Charter School including, but not limited to, any debts remaining upon the closure of the Charter School. The Sponsor shall not be contractually bound on the Charter School's account to any third party. The above statement shall be a provision of any and all contracts entered into by the Charter Board or the Charter School.

B. Budget

1. In accordance with law and regulation, each year, the Charter School shall submit to the Department and the Sponsor the school's tentative budget for the upcoming fiscal year and the Charter School shall submit to the NDE and the Sponsor the school's final budget for the

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upcoming fiscal year. (NRS 388A.366; NRS 388A.345; NAC 387.600 to 387.780) The budget shall:

- a. Be presented on forms prescribed by the Nevada Department of Taxation; and
- b. Not provide for expenditures, inter-fund transfers, or reserves in excess of available revenues plus beginning fund balances.

C. Charter School Funding

1. The Charter School shall receive, directly from the NDE, state and local aid based on applicable laws and regulations.
2. The Charter School shall maintain and transmit all necessary student information in the format prescribed by the NDE to evidence enrollment and attendance of students for purposes of receiving state aid. The Charter School will receive state payment from the Distributive School Account directly from the NDE, based on applicable laws and regulations. (NRS 388A.411)

D. Sponsor Funding

1. The yearly sponsorship fee to be paid by the Charter School to the Sponsor must be in an amount of money not to exceed two percent but at least one percent of the total amount of money apportioned to the Charter School during the school year pursuant to NRS 387.124 and NRS 387.1241. (NRS 388A.414)
2. The Sponsor shall notify the Charter School in February of the fee anticipated to be charged pursuant to NRS 388A.414 in the following fiscal year.

E. Purchase of School District Services

1. Except as may be expressly provided in this Charter Contract, as set forth in any subsequent written agreement between the Charter School and the Sponsor pursuant to NRS 388A.378, 388A.381, 388A.384, or as may be required by law, neither the Charter School nor the Sponsor shall be entitled to the use of or access to the services, supplies, or facilities of the other.
2. Any service agreements between the Sponsor and the Charter School shall be subject to all terms and conditions of this Charter Contract, except as may be otherwise agreed in writing. The purchase of any services not expressly required under this Charter Contract or set forth in any subsequent written agreement between the Charter School and the Sponsor or required by law, shall not be a condition of the approval or continuation of this Charter Contract.
3. Through separate agreement, at the Sponsor's discretion, the Charter School may negotiate for the purchase, at cost, of available services (NRS 388A.378, 388A.381, 388A.384):
 - a. Transportation. In the event transportation services are requested by the Charter School, an agreement may be negotiated which requires, among other things, the payment of the costs associated with obtaining such services. The Charter School agrees that it will indemnify the Sponsor for liability resulting from the provision of the transportation services.
 - b. Food Services. In the event food services are requested by the Charter School, an agreement may be negotiated which requires, among other things, the payment of the

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costs associated with obtaining such services. The Charter School agrees that it will indemnify the Sponsor for liability resulting from the provision of food services.

- c. Other Services which may be mutually agreed upon.
4. Through separate agreement, the Charter School may request that the Sponsor provide school police officers pursuant to NRS 388A.378 and 388A.384. The agreement will provide for payment by the Charter School for police officers by the Sponsor in an amount not to exceed the actual cost of providing the officers including, without limitation, any other costs associate with providing the officers. Such an agreement must be entered into between the Charter School and the Sponsor no later than March 15 for the next school year and must provide for the provision of school police officers for not less than three school years. As provided by the NRS, the Sponsor is immune from civil and criminal liability for any act or omission of a school police officer that provides services to the Charter School pursuant to the agreement.

V. Insurance and Legal Liabilities

A. Insurance

1. The Charter School shall provide and maintain, at its sole expense without reimbursement, adequate insurance, pursuant to NRS 388A.366 and NAC 388A.190, necessary for the operation of the Charter School including, but not limited to:
 - a. Property insurance.
 - b. Industrial insurance coverage (Workers Compensation) in accordance with the applicable provisions of the Nevada Industrial Insurance Act, NRS Chapters 616A to 616D, inclusive.
 - c. Except as otherwise provided in subsection 3, general liability insurance with a minimum coverage of \$1,000,000.00. The general liability insurance policy must include coverage for molestation and sexual abuse, and have a broad form policy, with the named insureds as follows:
 - (1) The Sponsor of the Charter School;
 - (2) All employees of the Charter School, including, without limitation, former, present, and future employees;
 - (3) Volunteers at the Charter School; and
 - (4) Directors of the Charter School, including, without limitation, executive directors.
 - d. Umbrella liability insurance with a minimum coverage of \$3,000,000.00.
 - e. Educators' legal liability insurance with a minimum coverage of \$1,000,000.00.
 - f. Employment practices liability insurance with a minimum coverage of \$1,000,000.00.
 - g. Employment benefits liability insurance with a minimum coverage of \$1,000,000.00 (including PERS contributions).
 - h. Insurance covering errors and omissions of the Sponsor and governing body of the Charter School with a minimum coverage of \$1,000,000.00.
 - i. If applicable, motor vehicle liability insurance with a minimum coverage of \$1,000,000.00.
 - j. If applicable, liability insurance for sports and athletic participation with a minimum coverage of \$1,000,000.00.
2. The cost of insurance required by this section must be provided to the Sponsor by the authorized insurer and included in each budget submitted pursuant to subsection 4 of NAC 388A.160 and NAC 387.725.

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3. Pursuant to NAC 388A.195, the Charter School shall also maintain one of the following:
 - a. Insurance that includes coverage for the payment of, or a reserve fund that must be used exclusively for the payment of:
 - (1) Any compensatory damages and fees and costs for legal services that the Charter School may be required to pay the parent of a pupil who files a due process complaint pursuant to NAC 388.306; and
 - (2) The expenses of the hearing officer and any other expenses relating to a hearing described in NAC 388.306.
4. The Sponsor shall be named as additional insured under all insurance policies identified under NAC 388A.190 and NAC 388A.195.
5. Should the State Legislature or State Board of Education change the amount and/or type of insurance coverage required, the Charter School shall take necessary steps to ensure compliance with the law or regulation within 30 days of receiving notice by the Sponsor of such change.
6. The Charter School agrees to provide proof of insurance to the Sponsor on an annual basis.

B. Liability

1. As required by NRS 388A.366, the Charter School agrees that the Sponsor is not liable for the acts or omissions of the Charter School, its officers, agents, or employees. The Charter School agrees to defend, indemnify, and hold the Sponsor, its Board of School Trustees, its agents and employees, harmless from all liability, claims and demands on account of contract, injury, loss or damage including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, employment practices or benefits, or any other losses of any kind whatsoever which arise out of or are in any manner connected with the Charter School's operations.
2. The Charter School agrees it is solely responsible for all debts incurred in the operation of the Charter School as set forth in Section IV(A)(13) of the finance provisions of this Charter Contract.
3. If the Charter School files a voluntary petition for bankruptcy or is declared bankrupt during a school year, neither the State of Nevada nor the Sponsor may be held liable for any claims resulting from the bankruptcy pursuant to NRS 388A.423.

C. No Private Cause of Action Against the Sponsor

1. The Charter School agrees that the powers and duties of the Sponsor do not create a private cause of action against the Sponsor including, but not limited to, claims related to the renewal of the Charter School, reconstitution, restart, or termination of the Charter Contract, or actions related to the monitoring of the Charter School. (NRS 388A.223)

D. No Third Party Rights

1. This Charter Contract is made for the benefit of the Sponsor and the Charter School, and not for the benefit of any outside party or for persons who are not parties to this Charter Contract. (see also Section XII(M)(1))

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VI. Transparency and Accountability

A. Charter School Reporting

1. The Sponsor shall provide the Charter School with a reporting calendar on or before the commencement of the contract year and updated at least annually. The Sponsor shall endeavor to make the reporting calendar as complete as possible. The Charter School shall be responsible for submitting timely and complete reports in accordance with the District's Office of School Choice reporting calendar.

B. Additional Reporting

1. The Charter School shall be responsible for additional reporting as required for compliance with state law and regulation, federal requirements, and other applicable external reporting requirements. In addition, the school will be required to use the data and reporting system used by the Sponsor.
2. The Charter School shall provide a copy of any and all correspondence with NDE to the Sponsor.
3. The Charter School shall inform the Sponsor of any gifts, donations, grants, etc. received for the Charter School.

C. Sponsor Reporting

1. The Sponsor shall produce and make available reports to the Charter School in a manner consistent with the law and regulation.

VII. Oversight

A. Sponsor Oversight Duties and Powers

1. Pursuant to NRS 388A.223 and 388A.226, the Sponsor shall have broad oversight authority over the Charter School and may take all reasonable steps necessary to confirm that the Charter School is and remains in compliance with this Charter Contract, the Charter Contract application, and applicable law and regulation. As set forth in NRS 388A.223(4), the powers and duties of the Sponsor do not establish a private right of action against the Sponsor. The Sponsor's oversight of the Charter School shall include, but not be limited to, the following activities:
 - a. Oversight, intervention, renewal, restart, reconstitution, termination, and closure processes and procedures for the Charter School;
 - b. Establishing procedures for amending the Charter Contract and whether a request for such an amendment will be approved;
 - c. Reviewing the performance and compliance of the Charter School within the terms of this Charter Contract and applicable federal laws, NRS, and NAC;
 - d. Ensuring the Charter School's compliance with reporting requirements;
 - e. Monitoring the academic, legal, fiscal, and organizational condition of the Charter School;
 - f. Providing reasonable assistance and reasonable technical support to the Charter School on compliance and other operational matters, including the areas of academic, fiscal, and organizational performance;
 - g. Assessing the needs of the Charter School, with input from the Charter Board;

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VIII. Termination, Restart, or Reconstitution

A. Termination or Restart Under NRS 388A.300

1. In accordance with NRS 388A.300 and NRS 388A.303, the Sponsor shall terminate this Charter Contract or restart the Charter School under a new charter contract if the Charter School receives, in any period of five consecutive school years, three annual ratings, established as the lowest rating possible indicating underperformance of a public school, as determined by NDE pursuant to the statewide system of accountability for public schools.
2. The Charter School's annual rating pursuant to the statewide system of accountability based upon the performance of the Charter School for any school year before the 2015–2016 school year will not be included in the count of annual ratings for the purposes of Section VIII(A)(1).
3. If the Sponsor terminates or restarts this Charter Contract under NRS 388A.300, the Sponsor shall submit a written report to the NDE and the Charter Board setting forth the reasons for terminating or restarting the Charter School not later than ten days after terminating or restarting the Charter School.
4. The provisions of NRS 388A.330 do not apply to the termination or restart of the Charter School pursuant to Section VIII(A)(1).

B. Termination or Reconstitution Under NRS 388A.330

1. In accordance with NRS 388A.330, the Sponsor may reconstitute the Charter Board or terminate this Charter Contract before its expiration if the Sponsor determines that:
 - a. The Charter Board, Charter School, its officers or its employees:
 - (1) Committed a material breach of the terms and conditions of the Charter Contract;
 - (2) Failed to comply with generally accepted standards of fiscal management;
 - (3) Failed to comply with the provisions of NRS Chapter 388A or any other statute or regulation applicable to charter schools; or
 - (4) Persistently underperformed, as measured by the performance indicators, measures, and metrics set forth in the CSPF for the Charter School. (see also NAC 388A.350)
 - b. The Charter School has filed for a voluntary petition of bankruptcy, is adjudicated bankrupt or insolvent, or is otherwise financially impaired such that the Charter School cannot continue to operate;
 - c. There is reasonable cause to believe that reconstitution or termination is necessary to protect the health and safety of the pupils who are enrolled in the Charter School or persons who are employed by the Charter School from jeopardy, or to prevent damage to or loss of property of the school district or the community in which the Charter School is located;
 - d. The committee to form the Charter School, charter management organization, or Charter Board has at any time made a material misrepresentation or omission concerning any information disclosed to the Sponsor;
 - e. The Charter School is a high school that has a graduation rate for the immediately preceding school year that is less than 60 percent;
 - f. The Charter School is an elementary school, middle school, or junior high school that is rated in the lowest five percent of elementary schools, middle schools, or junior high schools in the State in pupil achievement and school performance, as determined by the Department pursuant to the statewide system of accountability for public schools; or

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- h. Determining whether the Charter Contract should be renewed or whether the renewal should be denied or whether the Charter Contract should be terminated or restarted, as applicable, in accordance with NRS 388A.285, 388A.300 or 388A.330, as applicable;
- i. Determining whether the Charter Board should be reconstituted in accordance with NRS 388A.330;
- j. Conducting site evaluations of the Charter School pursuant to NRS 388A.223. Such evaluations will include, without limitation, evaluating pupil achievement and school performance at each campus of the Charter School and identifying any deficiencies relating to pupil achievement and school performance. The Sponsor will develop a plan with the Charter School to correct any such deficiencies. The Sponsor may conduct a brief evaluation of the Charter School in the third year if the Charter School receives, in the immediately preceding year, one of the two highest ratings of performance pursuant to the statewide system of accountability for public schools.
- k. Providing information to the Charter Board concerning the availability of money for the Charter School;
- l. Providing access to the electronic data concerning pupils enrolled in the Charter School that is maintained pursuant to NRS 385A.800;
- m. Providing appropriate information, education, and training concerning the applicable provisions of the charter school laws;
- n. Providing training on the governance of charter schools to the Charter Board or identify an organization approved by the Sponsor to providing such training;
- o. Providing the Charter School with an updated list of available substitute teachers within the school district;
- p. Providing access to school buses for field trips, subject to appropriate fees as set forth in NRS 388A.378; and
- q. The Sponsor may allow pupils enrolled in the Charter School to participate in summer school or Internet-based credit recovery classes if space is available (the Sponsor will apply the same fees, if any, for participation of the pupils enrolled in the Charter School that it applies to pupils enrolled in the District).

B. Inspection of Records

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

C. Site Visits

- 1. The Sponsor may, at its discretion, conduct school site visits at any time through coordination with the school's administration. Such site visits may include any activities reasonably related to fulfillment of its oversight responsibilities including, but not limited to, inspection of the facilities; inspection of records maintained by the Charter School; and, with the Charter School's administrative oversight, interviews of school and other stakeholders.

D. Notification

- 1. The Charter School shall notify the Sponsor immediately of any conditions that it knows are likely to cause it to violate the terms of this Charter Contract or the Charter Contract

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application. Such notification shall not be construed as relief from the Charter School's responsibility to correct such conditions.

2. The Charter School shall notify the Sponsor immediately of any circumstances requiring the closure of the Charter School including, but not limited to, natural disaster, other extraordinary emergency, or destruction of or damage to the school facility.
3. The Charter School shall immediately notify the Sponsor of the arrest or charge of any members of the Charter Board or any Charter School employee for a crime punishable as a felony, any crime related to the misappropriation of funds or theft, any crime or misdemeanor constituting an act against a minor child or student, or of the investigation of a member of the Charter Board or any Charter School employee for child abuse.
4. The Charter School shall notify the Sponsor immediately of any change to its corporate legal status.
5. The Charter School shall notify the Sponsor immediately of any default on any obligation, which shall include debts for which payments are past due by 60 days or more.
6. The Charter School shall notify the Sponsor immediately if at any time the Charter School receives notice or is informed that the Charter School or the Sponsor are parties to a legal suit.

E. Intervention

1. Consistent with any oversight practices set out in this Charter Contract or the CSPF, the Sponsor shall follow a progressive system of notification and calls for corrective action on the part of the Charter School.
2. The Charter School agrees that it is responsible, both financially and programmatically, for the response and resolution of any complaints, concerns, or grievances filed against them including, but not limited to, complaints filed with the Office for Civil Rights, the Nevada Attorney General's Office, and Equal Employment Opportunity Commission. This also includes special education complaints, concerns, or grievances as set forth in Section III(D) of this Charter Contract. The Sponsor is not liable for any such complaints, concerns, or grievances filed against the Charter School.
3. The Charter School shall promptly forward to the Sponsor any formal complaints or concerns received by the Charter School filed with or from the Office for Civil Rights, the Nevada Attorney General's Office, Equal Employment Opportunity Commission, and/or formal grievances filed by any party with the Charter Board. Such forwarding of complaints or concerns shall not relieve Charter School of the responsibility of resolving the complaints or concerns.
4. The Charter School shall indemnify the Sponsor for any costs, attorney fees, and/or financial penalties imposed on the Sponsor by state and/or federal authorities due to actions or omissions of the Charter School relative to legal or regulatory compliance.
5. To the extent that concerns or complaints received by the Sponsor about the Charter School may trigger Sponsor intervention, including restart, reconstitution, termination, or non-renewal of the Charter Contract, the Sponsor may monitor the Charter School's handling of such concerns or complaints. In such cases, the Sponsor may request and the Charter School shall provide information regarding the Charter School's actions in responding to those concerns or complaints.

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- g. The Charter School has persistently underperformed including, without limitation, underperformance in pupil achievement and school performance, as determined by the Department pursuant to criteria prescribed by regulation by the Department to measure the performance of any public school (see also NAC 388A.350).
2. Before the Sponsor reconstitutes the Charter Board or terminates this Charter Contract, the Sponsor shall provide to the Charter School written notice of reconstitution or termination, which notice shall include a statement of the deficiencies or reasons upon which the action is based, and adhere to the process outlined in NRS 388A.330.

C. Other Remedies

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

IX. Closure

A. Closure

1. In accordance with NRS 388A.306, if the Charter School ceases to operate voluntarily or if the Charter Contract is not renewed or is terminated and the Sponsor does not recruit a governing body of another charter school to operate another campus of the other charter school to replace the Charter School, the Charter Board shall cooperate fully with the Sponsor to ensure the orderly closure of the Charter School in a manner consistent with state law and regulation NRS 388A.306 and NAC 388A.355 including, but not limited to:
 - a. Providing appropriate notices, securing student records, assisting students with their enrollment in other schools, administrative responsibilities, financial responsibilities, and preserving financial records.

X. Dispute Resolution

A. Dispute Resolution

1. The Parties agree to implement the following dispute resolution plan in good faith:

For purposes of this section, a dispute is a disagreement over a material or non-material matter concerning the operation of the Charter School. In the event a dispute arises between the Charter School and the Sponsor or its staff, the Charter School shall submit, in writing, a statement outlining its complaint and proposed resolution to the Director of the Office of School Choice of the Sponsor or designee for review. The Director will respond to the complaint and proposed resolution, in writing, within 30 calendar days (which may be extended at the discretion of the Director) outlining whether or not the Director agrees with the complaint and whether the Director accepts the proposed resolution or offers an alternative resolution to the complaint. If the Charter School is not satisfied with the response from the Director, it may request that the Director and the Charter School hold a meeting and attempt in good faith to negotiate a resolution of the dispute. In the event these representatives are unable to resolve the dispute informally, pursuant to this procedure, the complaint and proposed resolution will be submitted to the District Board of School Trustees for consideration and final decision at a public meeting. Any decision by the District Board of School Trustees is final.

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XI. School Performance Standards and Review

A. Performance Standards

1. The CSPF is composed of indicators, measures, metrics, targets, and ratings to measure the academic, financial, organizational, and mission specific (if applicable), performance of the Charter School. Pursuant to NRS 388A.270 and 388A.273, the Performance Framework is incorporated into this Charter Contract and is found in the Clark County School District Charter School Sponsorship Guide, which is attached as Exhibit 1.
2. The Sponsor may, upon request of the Charter Board, include additional rigorous, valid, and reliable performance indicators, measures and metrics in the performance framework that are specific to the mission of the Charter School and that are consistent with NRS Chapter 388A. (NRS 388A.273)
3. If an application for renewal of a Charter Contract is approved, the Sponsor may review and revise the performance framework. Such revised performance framework shall be incorporated into the renewed Charter Contract. (NRS 388A.273)
4. The CSPF shall supersede and replace any and all assessment measures, educational goals and objectives, financial operations metrics, and organizational performance metrics set forth in any initial written agreement, renewal agreement, and/or other contract, and not explicitly incorporated into the CSPF. The specific terms, form and requirements of the CSPF including any required indicators, measures, metrics, and targets, are determined by the Sponsor and will be binding on the Charter School.
5. The Charter Board shall, in consultation with the Sponsor, establish annual performance goals to ensure that the Charter School is meeting the performance indicators, measures, and metrics set forth in the performance framework in the Charter Contract. (NRS 388A.273)
6. According to the CSPF, the Charter School shall annually:
 - a. Meet or exceed standards on the academic indicators;
 - b. Demonstrate financial sustainability through meeting standards on the financial indicators;
 - c. Meet organizational performance standards;
 - d. Operate in compliance with the terms and conditions of this Charter Contract, state and federal laws and regulations, and meet standards on annual performance audits; and
 - e. If applicable, demonstrate sound performance on mission specific indicators.

B. Review of Charter School Performance and Reports

1. On or before August 31 of each year, the Charter Board shall submit the information concerning the Charter School that is required pursuant to NRS 385A.070 to the Sponsor for inclusion in the accountability report required by the section. (NRS 388A.348)
2. On or before November 1 of each year, the Charter Board shall submit to the Sponsor, the Superintendent of Public Instruction, and the Director of the Legislative Counsel Bureau a report as set forth in NRS 388A.345.
3. On or before February 15 of each year, the Sponsor must submit a written report to NDE as set forth in NRS 388A.351.
4. Pursuant to NAC 388A.595, the Sponsor must submit to the NDE a performance audit that reports the compliance of the Charter School with the Charter Contract and with the applicable statutes and regulations. The report of compliance must be submitted annually

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unless the Charter School satisfies the requirements of NRS 388A.405 to submit the performance audit every three years.

5. As part of the requirements of NRS Chapter 388A, NAC 388A.595, and to fulfill its other Sponsorship duties, the Sponsor shall monitor, audit, and periodically report on the Charter School's progress in relation to the indicators, measures, metrics and targets set out in the CSPF. Such monitoring, auditing, and reporting shall take place at least annually (but may occur more frequently if a compliance concern arises).
6. The Charter School's performance in relation to the indicators, measures, metrics and targets set forth in the CSPF shall be used in the Sponsor's decisions regarding the Charter School including whether to renew the Charter Contract at the end of the term, amend the Charter Contract, reconstitute the Charter Board, restart the Charter, or terminate this Charter Contract.
7. The Parties intend that, where this Charter Contract references or is contingent upon state or federal accountability laws, that they be bound by any applicable modification or amendments to such laws upon the effective date of said modifications or amendments. The specific terms, form and requirements of the CSPF, may be modified or amended to the extent required to align with changes to applicable state or federal accountability requirements, as set forth in law. In the event that any such modifications or amendments are required, the Sponsor will use best efforts to apply expectations for school performance in a manner consistent with those set forth in the CSPF as initially established in the Charter Contract.
8. While both Parties acknowledge the importance of the CSPF, and the Sponsor's obligation to consider the Charter School's performance under the CSPF in any decision that results in reconstitution, restart, or termination of a Charter Contract, the Parties also acknowledge that the Sponsor may reconstitute the Charter Board, restart the charter, or terminate the Charter Contract prior to its expiration of a school with acceptable performance under the CSPF if allowed by NRS 388A.330.

XII. Contract Construction

A. Entire Charter Contract

1. The Parties intend this Charter Contract, including all exhibits hereto, to represent a final and complete expression of their agreement, which shall be considered the Charter Contract. All prior representations, understandings and discussions are merged herein, and no course of prior dealings between Parties shall supplement or explain any terms used in this document. The Parties recognize that amendments to this Charter Contract may be approved from time to time hereafter. If there is a conflict of terms between a prior amendment attached in Exhibit 4 and the main Charter Contract, the terms of the attached amendment will control. The Parties further agree that existing facility lease contracts or other existing contracts between the Charter School and outside entities that were previously approved by the Sponsor will be recognized under this Charter Contract.

B. Authority to Execute Charter Contract

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

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C. Request for Amendment of the Charter Contract in General

1. The Charter Board shall hold a public meeting that complies with the provisions of Chapter 241 of NRS before the Charter Board submits to the Sponsor a written request for an amendment to the Charter Contract. The Charter Board may not request an amendment unless a majority of members of the Charter Board vote to approve making the request. (NAC 388A.305)

D. Material Amendments

1. Material amendments, as determined by the Sponsor, require Sponsor approval. Any material amendment to this Charter Contract will be effective only if approved in writing by the Sponsor. The proposed amendment must be submitted in a manner consistent with applicable law and regulation. A material amendment shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Sponsor. Changes in operation that are considered material and require the Charter School to obtain an amendment to this Charter Contract include, but are not limited to, the following (NRS 388A.223(2)(d); NRS 388A.276; NRS 388A.279; and NAC 388A.305 to NAC 388A.335):
 - a. Changes to the name of the Charter School;
 - b. Change in the Charter School's location (change of site and/or adding or deleting sites);
 - c. Changes to the Mission Statement;
 - d. Changes to the Mission Specific performance indicators as set forth in Section XI(A)(2);
 - e. Changes to the enrollment of the Charter School as set forth in Section II(D)(3);
 - f. Changes to the curriculum or instructional design that are of such a nature to cause the curriculum or instructional design within the Charter Contract application to cease to be in operation as set forth in Section III(B)(2);
 - g. Termination or change of transportation as set forth in Section II(P)(2);
 - h. Proposal to enter into a contract with an Educational Management Organization or Charter Management Organization or termination of a contract with an Educational Management Organization or Charter Management Organization;
 - i. Entering or amending a Facility lease, occupying a new or additional Facility, acquiring a new or additional Facility, purchasing real property or buildings, entering a loan agreement, or entering a bond purchase/loan agreement as set forth in Section I(G) and Section II(J)(3); and
 - j. Consolidating the operations of multiple charter schools pursuant to NRS Chapter 388A.

E. Non-Material Change – Notification Required

1. Changes to this Charter Contract listed below do not require amendment as described in NRS 388A.276 and 388A.279; rather, such changes shall be accomplished through written notification to Sponsor staff (Director of the Office of School Choice or designee). Changes requiring notification include, but are not limited to:
 - a. Mailing address, phone, or fax number of the Charter School;
 - b. Changes in the lead administrator of the Charter School;
 - c. Changes in the composition of the Charter Board;
 - d. Changes to the Bylaws and/or Articles of Incorporation; and
 - e. Renewal of an existing Facility lease if there are no material changes to the lease.

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F. Other Changes – Determination as Material Amendment or Non-Material Change

1. The Charter School may, from time to time, contemplate a change to the Charter School that is not identified within this Charter Contract as a Material Amendment or as a Non-Material Change. In such an event, the Charter School is obligated to request, in writing, the determination of the Sponsor as to whether or not such a change is a Material Amendment that requires Sponsor approval (Section XII(D)) or is a Non-Material Change that only requires notification to the Sponsor (Section XII(E)). (NAC 388A.335) An amendment may not authorize an extension of the duration of the term of the Charter Contract.

G. Material Breach

1. A material breach is defined as a violation of this Charter Contract, or a violation of federal and state laws or regulations applicable to charter schools, which is substantial and significant as determined by the Sponsor.

H. Notice

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

In the case of Clark County School District:

Director

Office of School Choice

3050 East Flamingo Road

Las Vegas, Nevada 89121

In the case of Charter School:

Charter Board President

Innovations International Charter School of Nevada

1600 East Oakey Boulevard

Las Vegas, Nevada 89104

I. Waiver

1. The Parties agree that no assent, express or implied, to any breach by either of them of any one or more of the covenants and agreements expressed herein shall be deemed or taken to constitute a waiver of any succeeding or other breach.

J. Non-Assignment

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

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K. Applicable Law

1. This Charter Contract shall be governed by and construed in accordance with the laws of the State of Nevada, including all requirements imposed by regulation, and all applicable federal laws of the United States. The Parties consent to the jurisdiction of the Nevada district courts for enforcement of this Charter Contract and that the venue shall be in Clark County.
2. The Parties intend that, where this Charter Contract references federal or state laws, they be bound by any amendments to such laws upon the effective date of such amendments.

L. Severability

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

M. Third Parties

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

N. Counterparts; Signatures

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

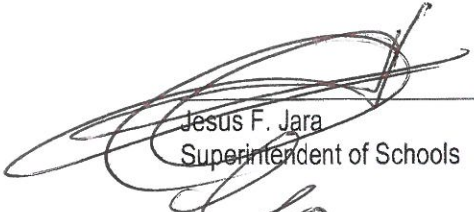
[Signatures on Next Page]

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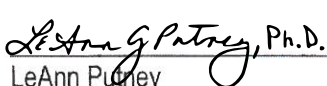
IN WITNESS WHEREOF, the Parties have executed this Charter Contract.

CLARK COUNTY SCHOOL DISTRICT

INNOVATIONS INTERNATIONAL CHARTER
SCHOOL OF NEVADA


Jesus F. Jara
Superintendent of Schools


Date 2-24-23


LeAnn Putney, Ph.D.
President, Charter Board

Date 02-28-2023

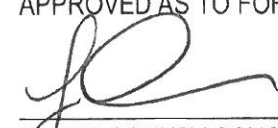

Evelyn Garcia Morales
President, Board of Trustees

Date 2/23/23


Irene Bustamante Adams
Clerk, Board of Trustees

Date 2/23/2023

APPROVED AS TO FORM:


CLARK COUNTY SCHOOL DISTRICT
Luke Puschnig
General Counsel

Date 2/13/23

Reviewed by
Joanna-Marie Hanna, Esq. (OGC)