

CHARTER CONTRACT

between

Nevada State Public Charter School Authority

and

Innovations International Charter School of Nevada

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CHARTER CONTRACT

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

The Authority is authorized by the Legislature to sponsor charter schools pursuant to NRS 388A.150; and on January 24, 2025, the Authority conditionally approved the application for a Charter Contract pursuant to NRS 388A.255.

The Parties intend that this Charter Contract serve as a performance contract that governs the operation of the Charter School.

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

Part I: Operation of the School

1.1 Establishment

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

1.2 Parties

- 1.2.1 The person authorized to sign this Charter Contract on behalf of the Charter School is the President or Chair of the Charter Board (“Charter School Representative”).

1.2.2 The person authorized to sign on behalf of the Authority is the Chair of the Authority or, in the absence of the Chair, the Vice Chair.

1.2.3 The Charter School Representative affirms as a condition of this 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 School.

1.3 Term of Charter Contract

1.3.1 The date of the initial Charter Contract is 2006. This Charter Contract is effective upon execution, and the term of the Charter Contract will begin on July 1, 2025, and this Charter Contract will terminate on June 30, 2028, unless earlier terminated as provided herein.

1.4 General

1.4.1 The Charter School shall not operate for profit and may be incorporated as a nonprofit corporation pursuant to the provision of chapter 82 of NRS.

1.4.2 The Charter School certifies that all contracts obligating the Charter School have been and will be undertaken by the Charter School in accordance with statute and regulation.

1.4.3 The Charter School and its Charter Board shall operate at all times in accordance with all federal and state laws, local ordinances, regulations and Authority policies applicable to charter schools.

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

1.4.5 Pursuant to NRS 388A.159, the Authority is the Local Education Agency (“LEA”) of the Charter School. The Authority shall function as the LEA for the charter schools that it approves and oversees. Charter schools authorized by the Authority are deemed to be public schools within the Authority for purposes of

special education. The Authority will determine the policies and procedures necessary to ensure that the protections of special education law extend to students in the Charter Schools in the same manner as students in all Authority schools.

1.4.6 The Charter School shall adhere to all public school and Authority policies and procedures regarding special education and special education funding, as they may be amended from time to time.

1.4.7 The Charter School shall cooperate with the Authority in submitting all necessary reports and information and in meeting other administrative requirements of the Authority under state and federal laws applicable to the education of students with disabilities. The Authority may monitor the Charter School's compliance and direct such changes as necessary to comply with law or state or Authority policies concerning the Charter School's referral processes, evaluations, reevaluations, eligibility determinations, placement decisions, and development and implementation of IEPs for students with disabilities.

1.5 Charter School Governing Body

1.5.1 The Charter School shall be governed by the Charter Board, and deemed a public body, in a manner that is consistent with the terms of this Charter Contract so long as such provisions are in accordance with applicable state, federal, and local law and regulation. (NRS 388A.320)

1.5.2 The Charter Board shall have final authority and responsibility for the academic, financial, and organizational performance of the Charter School, and the fulfillment of the Charter Contract.

1.5.3 The Charter Board shall be the final authority in matters affecting the Charter School, including but not limited to staffing, job titles, employee salary and benefits, financial accountability and curriculum.

1.5.4 If the Charter School elects to apply to a different authorizer to expand its network or open a new school, no more than two members of the existing Charter School's governing body may serve on the committee to form that is required to apply to the new authorizer. This limitation is intended to

maintain transparency and organizational separation between the two entities, in accordance with NRS 388A.320.

- 1.5.5 The Charter Board shall act in accordance with and is subject to the Nevada Open Meeting Law, Nevada’s Public Records Act, and Nevada Local Government Purchasing laws (NRS 332.039-.148)
- 1.5.6 The Charter Board shall have authority for and be responsible for policy and operational decisions of the Charter School. The Charter Board shall govern the Charter School pursuant to the following terms and conditions:
 - 1.5.6.1 **Articles of Incorporation and Bylaws** The Articles of Incorporation, if applicable, and bylaws, as set forth in Exhibit #2, 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 #5 (initially or as amended, the “Articles of Incorporation”) and incorporated herein by reference. The Charter School shall notify the sponsor of changes to the bylaws or Articles of Incorporation.
 - 1.5.6.2 **Composition** The composition of the Charter Board shall at all times be determined by and consistent with the Articles of Incorporation, if applicable, and bylaws and all applicable law and regulation. The complete roster of the Charter Board and each member’s affidavit, and resume, shall be maintained in the Authority’s established document library (Epicenter). The Charter Board shall notify the Authority of any changes to the Board Roster and submit an amended Board Roster to the documents library within ten (10) business days of their taking effect.
 - 1.5.6.3 **Affiliation** Notwithstanding any provision to the contrary in this Charter Contract, the Articles of Incorporation, if applicable, or the bylaws, in no event shall the Charter Board, at any time, include more than two directors, officers, employees, agents or other affiliates of any single entity, with the exception of the Charter School itself, regardless of whether said entity is affiliated or otherwise partnered with the Charter School. (NAC 388A.525)

1.5.6.4 Conflicts of Interest The Charter Board shall adopt a Conflicts of Interest Policy (the “Conflicts of Interest Policy”), including provisions related to nepotism and consistent with this section and applicable law by January 1 of the Charter School’s first year of operation. The Charter Board shall, at all times, comply with the provisions of the Conflicts of Interest Policy. The adopted and approved Conflicts of Interest Policy, as set forth in Exhibit #3, shall be maintained in the Authority’s established document library (Epicenter). Any modification of the Conflicts of Interest Policy must be submitted to the Authority within five (5) days of approval by the Charter Board.

1.5.6.5 Non-Commingling Assets, funds, liabilities and financial records of the Charter School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization unless approved in writing by the Authority.

1.6 Location(s)

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

- 1. 1600 East Oakey Blvd., Las Vegas, NV 89104*
- 2. 950 E. Sahara, Las Vegas, NV 89104*

1.7 Facilities

1.7.1 The building(s) in which the Charter School is to be located shall be known as the Charter School Facilities (the “Facilities”).

1.7.2 The Authority or its designee may, at the Authority’s discretion, conduct health and safety inspections of the Facilities.

1.7.3 The Facilities shall meet all applicable health, safety and fire code requirements and shall conform with applicable provisions of the Americans with Disabilities Act and any other federal or state requirements applicable to public charter schools.

- 1.7.4 The Charter School's relocation to different Facilities shall constitute a material amendment of this Charter Contract and shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Authority.
- 1.7.5 In the event that legally viable Facilities and/or necessary certificates and permits are not in place, the Charter School may not provide instruction at the Facilities or otherwise admit pupils into the Facilities. In such event, the Authority reserves the right to enforce any of the consequences for failure to act in accordance with the material terms and conditions of this Charter Contract.

1.8 Charter School Independence

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

1.9 Pre-Opening Conditions

- 1.9.1 The Charter School's pre-opening conditions (initially or as amended, the "Pre-Opening Conditions") shall be as presented in Exhibit #4 and incorporated by reference herein. Any change to the Pre-Opening Conditions shall be a material amendment to this Charter Contract and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Authority.
- 1.9.2** Failure to timely fulfill any material term of the Pre-Opening Conditions shall be considered a breach of material compliance with the Charter Contract pursuant

to NRS 388A.330 and shall be grounds for Authority intervention.
Notwithstanding the immediately foregoing, the Authority may modify the restrictions contained therein or may grant the Charter School an additional planning year upon good cause shown.

Part 2: School Operations

2.1 Open Meetings and Public Records

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

2.2 Mission Statement

2.2.1 The Charter School’s mission statement (initially or as amended, the “Mission Statement”) shall be as presented in the approved Charter Application. Any change to the Mission Statement shall be a material amendment to this Charter Contract and shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Authority.

2.3 Age; Grade Range; Number of Students

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

School Year	2025-26	2026-27	2027-28
Grade Levels	K-12	K-12	K-12
Enrollment Cap	665	665	665

The Charter School may adjust the number of students served by up to and including 10 percent of the maximum enrollment established in this section.

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

2.3.3 **Pre-K** Once the Charter School has received written approval from the Executive Director of the SPCSA to offer a Pre-Kindergarten (Pre-K) program, it must annually work with the SPCSA, in its capacity as the LEA, to communicate the number of allotted Pre-K seats by August 1 of each year. The Charter School shall not exceed their allotted number of Pre-K students without prior written approval from the SPCSA Executive Director. The Pre-K program will be evaluated using the Nevada Ready! Pre-K Quality Rating Tool as adopted by the State of Nevada. Additionally, the Charter School is required to implement an academic assessment in accordance with the guidance outlined in the SPCSA Pre-K Manual.

2.4 Elimination of a grade level that the Charter School was scheduled to serve; expansion to serve grade levels not identified in 2.3.1; or an increase or decrease in total enrollment by more than 10 percent from the enrollment established in 2.3.1 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 Authority. Authorization to expand may require the Charter School to demonstrate satisfactory academic and financial performance, and organizational compliance. It is the responsibility of the Charter School to request the material amendment required by the SPCSA in a timely manner so as to manage the school's enrollment.

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

ensure that discrimination does not occur, as required by federal and state civil rights law.

2.5 Student Recruitment, Enrollment and Attendance

2.5.1 The Charter School shall make student recruitment, admissions, enrollment and retention decisions in a nondiscriminatory manner and without regard to race, color, creed, national origin, sex, marital status, religion, ancestry, disability, need for special education services or status as credit deficient. In no event may the Charter School limit admission based on race, ethnicity, national origin, gender, disability, income level, athletic ability, status as credit-deficient or proficiency in the English language, except as authorized by NRS 388A.453(8).

2.5.2 The Charter School shall adopt and adhere to a Truancy and Absence Policy pursuant to NAC 388A.160(5).

2.5.3 If there are more applications to enroll in the Charter School than there are spaces available, then the Charter School shall select students to attend using a random selection process that shall be publicly noticed and open to the public.

2.5.4 Pursuant to NRS 388A.456, Charter School may give enrollment preference based upon criteria established in law and regulation. Should state laws or regulations be amended to alter the nature or application of enrollment preferences, Charter School shall comply therewith upon the effective date of the changes. Before the Charter School enrolls pupils, who are eligible for enrollment, the Charter School may enroll a child who:

2.5.4.1 Is a sibling of a pupil currently enrolled;

2.5.4.2 Was enrolled in a tuition-free prekindergarten program at the Charter School or affiliated program with the Charter School;

2.5.4.3 Is a child of a person who is:

a) Employed by the Charter School;

b) A member of the Committee to Form the Charter School; or

c) A member of the Charter Board;

- 2.5.4.4 Is in a particular category of at-risk and the child meets the eligibility requirements prescribed by the Charter School for that particular category; or
- 2.5.4.5 Resides within the school district and within two (2) miles of the Charter School if the Charter School is located in an area that the Authority determines includes a high percentage of children who are at-risk.
- 2.5.5 Pursuant to NRS 388A.459 and NAC 388A.536, the Charter School may develop and use a weighted lottery for admission that gives preference to one or more categories of pupils if the weighting is
 - 2.5.5.1 Necessary to comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq.; Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681 et seq.; section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Equal Protection Clause of the United States Constitution or any applicable federal or state law or to address the specific deficiency and category of pupils outlined in a court order issued to the Charter School or its sponsor; or
 - 2.5.5.2 In favor of one of the following subgroups of educationally disadvantaged pupils:
 - 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; and
 - 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.

2.6 Tuition, Fees and Volunteer Requirements

- 2.6.1 The Charter School shall not charge tuition or fees of any kind as a condition of enrollment. The Charter School may not impose any fees that a Nevada school district would be prohibited by applicable law or regulation from imposing.
- 2.6.2 Nothing in this section shall be interpreted to prohibit the Charter School from imposing fees that a school district would be permitted to impose.
- 2.6.3 Any requirement that a parent commits to a number of volunteer hours shall be prohibited.

2.7 School Calendar; Hours of Operation

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

2.8 Student Conduct and Discipline

- 2.8.1 The Charter School shall adopt and adhere to a student discipline policy pursuant to NRS 388A.495 and regulation. The Charter School may not remove, withdraw, suspend or expel a pupil against a parent's wishes for reasons other than the reasons for suspension or expulsion stated in NRS 392.4655 – 392.4675 or other applicable statute or regulation. Nothing in this provision precludes the Charter School from withdrawing a pupil from the Charter School consistent with applicable law and regulation.

2.9 Service Agreements, Contracts, Facility Lease or Purchase

- 2.9.1 Nothing in this Charter shall be interpreted to prevent the Charter School from entering into a contract or other agreement related to the operation of the school. The Charter School shall include in any agreement or contract entered into that the provisions of any such agreement are enforceable only to the extent they are compliant with applicable law and regulation. The Charter Board is responsible for ensuring that all contracts or other agreements are compliant

with existing law and regulation.

- 2.9.2 The Charter School shall clearly indicate to vendors and other entities and individuals with which or with whom the Charter School enters into an agreement or contract for goods or services that the obligations of the Charter School under such agreement or contract are solely the responsibility of the Charter School and are not the responsibility of the State of Nevada, the Authority, or the Department of Education.

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

- 2.10.1 The provisions appearing under 2.10 apply to contracts with an EMO or a CMO.

- 2.10.2 Should the Charter School intend to enter into an agreement with an EMO as defined by NRS 388A.393, the following provisions shall apply:

- 2.10.2.1 The Charter School shall comply with all Authority requests for information about the EMO that are reasonably related to the Authority's duty to ensure that the Charter School is in compliance with all provisions of this Charter Contract and NRS 388A.393; and NAC 388A.570, 388A.580, 388A.585, 388A.160, and 388A.175 or other applicable statute and regulation.

- 2.10.3 Should the Charter School intend to enter into an agreement with an EMO or CMO, the following provisions shall apply:

- 2.10.3.1 In no event shall the Charter Board delegate or assign its responsibility for fulfilling the terms of this Charter Contract.

- 2.10.3.2 Any management contract entered into by Charter School shall include an indemnification provision for the Charter School as follows: "The management company shall indemnify, save and hold harmless against any and all claims, demands, suits, actions, proceedings, losses, costs, judgments, damages, or other forms of liability to third parties, of every kind and description, actual or claimed, including but not limited to attorneys' fees and/or litigation expenses, including but not limited to injury to property or persons (including but not limited to civil rights violations), occurring or allegedly occurring, in connection with the operation of the

management company, or from conduct committed or alleged to have been committed by the management company on the premises of the Charter School, or from conduct committed by the management company's employees, officers, directors, subcontractors, or agents, during the term of this Charter Contract or any renewal thereof. Additionally, the management company shall defend the Authority in any such action or proceedings brought thereon. This provision shall survive the termination of this contract."

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

2.11 Employment Matters

- 2.11.1 All employees of the Charter School shall be deemed public employees.
- 2.11.2 The Charter School agrees to comply with the provisions of NRS 388A.530-544 regarding employment status and NRS 388A.518-524 regarding teacher licensure, as well as any other applicable state and federal employment statutes.
- 2.11.3 Neither the Charter School, nor its employees, agents, nor contractors are employees or agents of the Authority; nor are either the Authority or its

employees, agents, or contracted employees 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.

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

2.11.5 The Charter School may not employ instructional personnel whose certificate or license to teach has been revoked or is currently suspended by the state board of education in this state or another state. (NRS 388A.524)

2.11.6 An employee of a charter school is eligible for all benefits for which the employee would be eligible for employment in a public school, including, without limitation, participation in the Public Employees Retirement System in a manner consistent with NRS 388A.518-524.

2.11.7 The Charter School shall conduct criminal background checks and act in accordance with NRS 388A.515.

2.11.8 The Charter School shall maintain employee files, which are subject to audit by the Authority or other appropriate entity.

2.12 Student Health, Welfare and Safety

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

2.13 Transportation

2.13.1 To provide transportation, the Charter School must seek approval from the authorizer. If applicable, the Charter School shall be responsible for

providing students with transportation consistent with the plan proposed in the approved Charter Application on file with the SPCSA and incorporated herein.

2.13.2 The termination, addition, or change of transportation shall constitute a material amendment of this Charter Contract and shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Authority.

2.14 Curriculum The Charter School shall have control over and responsibility for delivery of the educational curriculum and for attainment of the performance standards as set forth in the charter school performance framework (the “Charter School Performance Framework”), attached hereto as Exhibit #1 and incorporated herein. The Charter School shall have discretion to modify, amend, adapt, and otherwise change the educational curriculum as it deems necessary to achieve the performance standards so long as such changes are consistent with the Charter Application, this Amended Charter Contract, and standards set by the Nevada Department of Education.

Part 3: Educational Program

3.1 General Responsibilities

3.1.1 The Charter School will adhere to the provisions of the IDEA and applicable Nevada special education laws and regulations to assure that all students with disabilities are accorded a FAPE including special education and related services. The Charter School will also ensure that no student otherwise eligible to enroll in their Charter School will be denied enrollment based on their special education status.

3.1.2 The Charter School will comply with the applicable requirements of Section 504, the ADA and all OCR mandates for students enrolled in the Charter School.

3.1.3 The Charter School will implement the program for special education set forth and referenced in its charter contract or application if operating under a Written Charter as subsequently modified in accordance with Authority policy for approving such modifications.

3.1.4 The Charter School shall be solely responsible for providing and subsidizing those specialized instructional and related services required pursuant to student IEPs, and the services, modifications or accommodations required by a student's Section 504 Plan.

3.1.4.1 The Charter School is responsible for the management of its special education budgets, personnel, programs and services. The Authority reserves the right to audit the use of special education funds provided to the Charter School to ensure compliance with program and fiscal requirements.

3.1.4.2 The Charter School shall provide services and accommodations to students with disabilities as set forth in the Charter Application and in accordance with any relevant policies thereafter adopted, as well as with all applicable provisions of the IDEA, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) (the "ADA"), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) ("Section 504"), and all applicable regulations promulgated pursuant to such federal laws. This includes providing services to enrolled students with disabilities in accordance with the individualized education program ("IEP") prescribed by a student's IEP team. The Charter School shall comply with all applicable

requirements of state law and regulation concerning the provision of services to students with disabilities.

3.1.5 The Charter School will utilize Authority resources to develop, maintain, and review assessments and IEPs in the format required by the Authority and will enter accurate assessment and IEP data into the Authority's designated data system in accordance with Authority policies and procedures adopted in accordance with federal and state laws as well as the school's Written Charter or Charter Contract. The Charter School will maintain copies of assessments and IEP materials for the Authority to review. The Charter School will submit to the Authority all required reports, per the SPCSA, in a timely manner as necessary to comply with federal and applicable state law requirements. Requested reports will be sent to the school by the Authority in a timely manner allowing a reasonable time for response. The Charter School shall track attendance for each student which shall be reported and certified according to applicable state law and regulation.

3.1.5.1 The Charter School will participate in the state quality assurance process for special education (i.e. verification reviews, coordinated compliance self-reviews, complaints monitoring, procedural safeguards, and the local plan).

3.1.6 Staffing Requirements. The Charter School shall provide planned staff development activities and participate in available appropriate Authority trainings to support access by students with disabilities to the general education classroom, general education curriculum, integration of instructional strategies and curriculum adaptations to address the diverse learner, and interaction with non-disabled peers.

3.1.7 The Charter School will ensure that the teachers and other persons who provide services to students with disabilities are knowledgeable of the content of students' IEPs. The Charter School will maintain responsibility for monitoring progress towards IEP goals for students with disabilities. The Charter School will assess and develop individual transition plans to help students with disabilities transition to adult living in accordance with Authority policies and procedures.

3.1.8 The Charter School will ensure that its special education personnel or contracted personnel are appropriately credentialed and licensed consistent with federal

requirements and Nevada laws and regulations. The Charter School will implement the programs and services, including providing related services, required by the IEPs of the students enrolled at the Charter School. The Charter School shall rely on its discretion to determine whether to look to and contract with outside entities, such as consultants, for the provision of any mandated special education or related services. Upon request by the Authority, the Charter School will provide all requested or appropriate documentation to demonstrate the licensure status of Charter School personnel providing special education or related services and of independent contractors providing special education or related services, and the training received by said personnel, and the steps taken by the Charter School to comply with applicable credentialing the requirements. The Charter School shall promptly provide the Authority with documentation that updates this information during the school year to the extent that it has changes in its personnel, independent contractors, or training for staff.

3.1.9 Audits Occasionally, federal and state partners will conduct thorough audits into the LEA portfolio. These comprehensive audits may require thorough IEP, document, and process review. The Charter School agrees to participate as necessary and will shoulder the costs associated with these audits, including but not limited to, the cost of providing printed IEP folders for audited files.

3.1.10 Compliance with Indemnification and Financial Obligations In the delivery of special education programming at the Charter School in accordance with applicable state and federal law, regulations, and any federal and state grant requirements, the Charter School shall maintain a special education reserve account as a financial reserve or demonstrate, to the Authority's satisfaction, that the Charter School carries an insurance policy with sufficient coverage to ensure compliance with the indemnification and financial obligation.

3.1.10.1 In furtherance of indemnifying the Authority, the Charter School will instruct their counsel to work with the Authority's counsel to present a united front in responding to any formal complaint, or Due Process Complaint proceeding. As the Authority will be the named party in any proceeding, the school has the duty to indemnify and defend the Authority, as the Charter School's LEA, per

NRS388A.366(1)(1). Should there be dispute between the school and the Authority as to how to best proceed, the Authority, as the LEA, retains final say over all settlement provisions and terms. The Charter School will include the Authority in all meetings, settlement discussions, and other such legal proceedings until the matter is resolved. Failure to do so may result in a notice issued by the Authority for failing to follow procedure.

3.1.10.2 Such a financial reserve or insurance product shall not in any way limit the Charter School's obligation to indemnify the Authority; in the event the special education reserve account or insurance coverage is insufficient to fully pay costs incurred in connection with any claim or claims, the Charter School shall remain fully responsible for any and all costs incurred in connection with such claim or claims. The Charter School shall not utilize the special education reserve to satisfy any other requirements applicable to the Charter School. This special education reserve shall be maintained in a separate bank account.

3.2 LEA Responsibilities

3.2.1 Authority Responsibilities Relating to Charter School Special Education Program. The Authority shall provide support and training to the Charter School regarding LEA special education standards, policies, and procedures, up to date IDEA legal requirements, and state and federal law and grant requirements to the same extent as they are provided to other schools within the Authority.

3.2.1.1 To the extent that the Authority provides training opportunities and/or information regarding special education to other school site staff, such opportunities and/or information shall be made available to Charter School staff.

3.2.2 Local Educational Agency for Special Education The Authority is required under state law to function as the LEA for charter schools it approves and oversees. Charter Schools authorized by the Authority are deemed to be public schools within the Authority for purposes of special education. The Authority will determine the policies and procedures necessary to ensure that the protections of special education law extend to students in the Charter Schools in the same manner as students in all Authority

schools.

- 3.2.2.1 The Charter School will adhere to all Authority standards, policies and procedures regarding special education and special education funding, as they may be amended from time to time.
- 3.2.2.2 The Charter School shall cooperate with the Authority in submitting all necessary reports and information and in meeting other administrative requirements of the Authority, as the LEA, under state and federal laws applicable to the education of students with disabilities. The Authority may monitor the Charter School's compliance and direct such changes as necessary to comply with law or state or Authority policies concerning the Charter School's referral processes, evaluations, reevaluations, eligibility determinations, placement decisions, and development and implementation of IEPs for students with disabilities.
- 3.2.3** The Authority shall provide information to the Charter School regarding IDEA requirements, Federal and State law updates, and Authority special education standards, policies, and procedures to the same extent as they are provided to other schools within the Authority.
 - 3.2.3.1 To the extent that the Authority provides training opportunities and/or information regarding special education to other school site staff, such opportunities and/or information shall be made available to Charter School staff.
 - 3.2.3.2 **Facilitated IEP Meetings** When requested by the Charter School, the LEA will provide extended support and expertise, whenever necessary and feasible. For example, the Charter School may seek support from the LEA to facilitate contentious IEP meetings between the school and student parents or advocate in an effort to reach resolution. The LEA will do its best to accommodate any other feasible requests for support from the Charter School.
- 3.2.4 Special Education Systems Review** In the event that the Charter School receives three or more due process complaints during a 12-month period, the

LEA will commence a comprehensive review of the Charter School's special education program, policies, and procedures to reduce risk for future due process complaint filings. During the comprehensive review, the LEA will meet with school leaders, special education staff, review IEPs, and service documentation. Once the LEA's comprehensive review is complete, the Charter School may be placed on a corrective action plan. The Charter School will be required to check in with the LEA until all improvements identified in the corrective action plan have been implemented. The LEA will follow-up with the Charter School to ensure that the corrective action plan has corrected any deficiencies found during the comprehensive review.

3.3 IEP Requirements

3.3.1 Least Restrictive Environment The Charter School will support movement of students with disabilities, including students with moderate to severe disabilities, into less restrictive environments as appropriate and increase interactions of students with disabilities with non-disabled students. The Charter School's general program of instruction for students with disabilities shall be responsive to the required sequence of courses and related curricular activities provided for all students in the Charter School. Assessment and standardized testing procedures shall be implemented, including guidelines for modifications and adaptations, to monitor student progress.

3.3.2 Transferring Students For students transferring to the Charter School from other schools, the Charter School will provide those related services required by the students' IEPs upon the students' enrollment. IEP team meetings for such students will be held within thirty (30) days of the student's enrollment in accordance with state and federal law.

3.3.3 Alternative Placements In the event that the Charter School is unable to provide an appropriate placement or services for a student with special needs, the Charter School will contact the Authority to discuss placement and service alternatives. The IEP team convened at the Charter School shall have the authority to make offers of a FAPE and decisions regarding the staffing and methodology used to provide special education and related services at the Charter School pursuant to an IEP. The cost of alternative placement is the sole responsibility of the charter school as long as the student is

enrolled in the school and the placement is part of the agreed upon IEP.

3.3.4 Assessments The referral process shall include team meetings to review prior interventions, accommodations and modifications and to recommend further interventions as appropriate. The referral process shall be supported by documented interventions such as the Response to Intervention (RTI) model approach, using data to identify student strengths and weaknesses or as otherwise appropriate so long as it is consistent with state and federal law.

- 3.3.4.1 Upon review of accumulated data, observation and review of records, the Charter School may determine that assessment is necessary to determine possible eligibility for special education programs and related services.
- 3.3.4.2 Upon a parent's request for assessment, the Charter School will convene a meeting to review and discuss the request considering student records, acquired data and student performance to agree or deny the request for assessment. If the Charter School determines that assessment for special education eligibility is not warranted, prior written notice must be given to the parent/guardian with a clear rationale for such refusal within 15 days of the request. If the Charter School concludes that there are suspected disabilities, the school must develop an assessment plan, utilizing the Authority's assessment process, for each student with suspected disabilities within the 15-day timeline. The assessment plan will describe the types of assessments that may be used to determine the eligibility of students for special education instruction and services. Assessments will be conducted, within legal timelines, after receiving the parents' written consent. The Charter School shall conduct an IEP team meeting that includes required team members within mandated timelines for each student assessed to discuss results, determine eligibility, and (if eligible) specify special education instruction and services. Consistent with federal and state special education laws and regulations through the IEP process, the IEP team convened at the Charter School will make decisions regarding eligibility, goals, program (including staffing and methodology), placement at the school, and exit from special education.

3.3.5 Student Discipline/Inclusion

The Charter School will ensure that it makes the necessary adjustments to comply with the mandates of applicable state and federal laws, including the IDEA regarding discipline of students with disabilities. Discipline procedures will include positive behavioral interventions. Prior to recommending expulsion and/or prior to the eleventh day of cumulative suspension for a student with disabilities, the Charter School will consult with the Authority prior to convening a manifestation determination. The Charter School will collect data pertaining to the number of special education students suspended or expelled and report that data to the Authority at least annually.

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

3.4. Due Process

3.4.1 Complaints Whenever a due process complaint is filed or if there is a known issue with an IEP that may lead to the filing of a due process complaint, the Charter School will notify and consult with the LEA immediately. The Authority, as the LEA, will work with the Charter School to provide guidance and support during the due process, and collaborate with the school to determine the best course of action for resolution.

3.4.2 Procedural Safeguards/Due Process Hearings The Authority may invoke dispute resolution provisions set out in the Contract, initiate due process hearings, and/or utilize other procedures applicable to the Charter School if the Authority determines that such action is legally necessary to ensure compliance with applicable federal and state special education laws and regulations.

3.4.2.1 Counter Due Process The Charter School understands that it may not file a

counter due process against the petitioner without leave from the LEA. In the unlikely event that the Charter Schools deems it necessary to file a counter due process against a petitioner, the Charter School must seek leave from the LEA, as the named respondent in the due process proceeding.

3.4.2.2 No pre-due process dispute resolution, due process hearing meeting, nor settlement negotiations may take place without the LEA. When completing terms required by the settlement agreement, the Charter School must keep LEA informed of progress toward the agreed upon settlement terms and is required to check in with LEA 30, 60, and 90 days or until all settlement terms have been completed. Charter School is required to include LEA when scheduling the post due process IEP meeting. LEA must be present for the post due process IEP meeting. Should the Charter School fail to include the LEA, the LEA may issue notices under the organizational framework and/or specific notices for failure to follow IDEA and special education requirements.

3.4.2.3 If a parent or guardian of a student attending the Charter School initiates due process proceedings, the Authority will be named as respondent. The Authority, as the LEA, and the Charter School shall work together to resolve the matter at an early stage (informal settlement or mediation). During due process proceedings and any other legal proceedings or actions involving special education, the Charter School will be responsible for its own representation. If the Charter School retains legal representation for a due process proceeding, the Charter School will be responsible for the cost of such representation.

3.4.2.3.1 Because the Charter School will facilitate, and is fiscally responsible for its students' special education instruction and services, the Charter School will be responsible for any prospective special education and related services, compensatory education and/or reimbursement awarded by a due process hearing officer, court or settlement based on an allegation or allegations that solely the Charter School failed to fulfill its responsibilities under state and federal special education laws and regulations (which include, among other things, identifying students with disabilities, assessing students, conducting IEP team meetings, developing appropriate IEPs, and implementing IEPs).

3.4.3 Due Process Legal Representation The Charter School include and collaborate with the LEA regarding all settlement discussions and updates. The Charter School with collaborate with the LEA, which has the legal responsibility and expertise in FAPE, to reach resolution. The Charter School understands that the Charter School's defense counsel will bill hourly and separately should counsel be required to have separate conversations to keep the LEA informed. The Charter School understands that the LEA must be included and collaborate in all settlement discussions, and settlement offer updates.

3.4.3.1 If parents' attorneys' fees and costs are to be paid because parents are the prevailing party as a result of a due process hearing or settlement agreement, the Charter School will be responsible for payment of those attorneys' fees and costs, per state statute requiring the Charter School to indemnify and defend the LEA against financial costs arising from conduct of the Charter School.

3.4.5 Settlement The Charter School will collaborate with the LEA throughout the Due Process settlement proceeding. The LEA, as the named respondent and responsible party for FAPE, will use expertise to ensure compliance with IDEA, state and federal statutes, and grant requirements. The Charter School will collaborate with the LEA prior to presenting settlement offers to petitioner's counsel.

3.4.5.1 In the event of a disagreement or dispute between the Charter School and the Authority regarding how to proceed with resolution, the Authority—as the LEA and named respondent—retains final decision-making authority over all settlement provisions and terms. In instances in which certain settlement costs could affect the entire charter portfolio, the LEA will collaborate with the Charter School to reach an agreement that would be amenable for both the Charter School and the LEA, on behalf of the rest of the portfolio.

3.4.5.2 The Charter School will be solely responsible for all costs resulting from, arising out of, or associated with the implementation of appropriate remedies relating to the Due Process complaints.

3.4.5.3 During the LEA's review of the due process complaint, the LEA may identify areas in which the Charter School could improve policies, procedures, or special education programs. Upon the identification of areas of improvement,

the LEA will work with the Charter School to make improvements in identified areas to minimize risk of future special education issues that may result in due process filings in the future.

3.4.6 Remedies If the Charter School fails to cooperate with the LEA in connection with Due Process proceedings, State Complaints, or other IEP-related matters, the Authority may, as appropriate, issue a Notice of Concern and/or a Notice of Breach.

3.4.7 State Complaints The Charter School acknowledges and understands, that should a petitioner file a State Complaint, the findings of the State Complaint for one charter school may affect the entire LEA portfolio.

3.4.8 Notices Unless otherwise specified by the Parties, all notices or the provision of written information shall be given via e-mail, and in instances of large filings which are too large to be emailed, U.S. mail to the following contacts:

The Authority:

State Public Charter School Authority

c/o Executive Director

500 E. Warm Springs Rd., Suite 116

Las Vegas, NV 89119

OR

State Public Charter School Authority

c/o Executive Director

3427 Goni Rd. Suite 103

Carson City, NV 89706

3.5 Special Education Funding and Resources NRS 388A.159 deems the State Public Charter School Authority a local education agency (LEA) for the purpose of directing the proportionate share of any money available from federal and state categorical grant programs to charter schools which are sponsored by the State Public Charter School Authority.

3.5.1 State “units,” defined by NRS 387.1211, provide funding for licensed personnel who carry out a program of instruction in accordance with minimum standards prescribed by the State Board of Education. The Authority will distribute to Authority sponsored schools, those units allocated to it by the Nevada Department of Education, on a demonstrated needs basis, as determined by the Authority, after thorough evaluation of all applications for units from those schools.

3.5.2 Federal IDEA, Part B funding is primarily intended to provide assistance to states and LEAs in carrying out their responsibilities to educate students, age three through twenty-one, with disabilities. Part B grant funds must only be used to pay for the excess cost of providing special education and related services to children with disabilities; to supplement, but not supplant, state, local, and other federal funds. The Authority will, after setting aside funds for the required Authority personnel salaries, school training, and other administrative costs, allocate all remaining Part B funds to schools.

3.5.3 The Charter School is responsible for the management of its special education budgets, personnel, programs and services. The Authority reserves the right to audit the use of special education funds provided to the Charter School to ensure compliance with program and fiscal requirements. As the LEA, the Authority will receive from the Nevada Department of Education (SEA), state funds on a “unit” basis, with the amount per unit established by the Legislature and, as a sub-grantee, federal IDEA, Part B funds.

3.5.3.1 The Charter School shall maintain a special education reserve as a financial reserve or demonstrate, to the Authority’s satisfaction, that the Charter School carries an insurance policy with sufficient coverage to ensure compliance with the indemnification and financial obligations of the

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

- 3.5.4** The Authority may withhold funding, should the Charter School fail to complete the necessary reporting requirements tied to federal or state grant funding.

Part 4: Charter School Finance

4.1 Financial Management

- 4.1.1 The Charter School shall control and be responsible for the financial management and performance of the Charter School including budgeting and expenditures. The Charter School shall operate on a fiscal year that begins July 1 and ends June 30.
- 4.1.2 At all times, the Charter School shall maintain appropriate governance and managerial procedures and financial controls, including without limitation: (1) commonly accepted accounting practices and the capacity to implement them; (2) a bank account maintained within this State; (3) adequate payroll procedures; (4) an organizational chart; (5) procedures for the creation and review of monthly and quarterly financial reports, including identification of the individual who will be responsible for preparing such financial reports in the following fiscal year; (6) internal control procedures for cash receipts, cash disbursements and purchases; and (7) maintenance of asset registers and financial procedures for grants in accordance with applicable federal and state law.
- 4.1.3 The Charter School shall undergo an independent financial audit conducted in accordance with governmental accounting standards and GASB #34 performed by a certified public accountant each fiscal year. The results of the audit will be provided to the Authority in written form by the date established by law and regulation. The Charter School shall be responsible for the cost of the audit.
- 4.1.4 The Charter School shall prepare quarterly financial reports for the Authority in compliance with this Charter Contract. Such reports shall be submitted to the Authority no later than fifteen (15) days following the end of each quarter.
- 4.1.5 The Charter School agrees to maintain financial records in accordance with the governmental accounting method required by the Nevada Department of Education (the “Department”) and/or Authority and to make such records available upon request.

- 4.1.6 The Charter School shall use and follow the chart of accounts and any grant codes as defined by the Department.
- 4.1.7 The Charter School shall ensure that all financial records for the school are maintained, posted and reconciled at least monthly, and are open for public inspection during reasonable business hours.
- 4.1.8 The Charter School shall establish procedures for ensuring that funds are disbursed for approved expenditures consistent with the Charter School's budget.
- 4.1.9 Pursuant to NAC 387.770, the Charter School shall maintain a complete and current inventory of all school property and shall perform a physical inventory annually. Any asset acquired by the Charter School is the property of the Charter School for the duration of the Charter Contract and any subsequent renewals. The Charter School shall take reasonable precautions to safeguard assets acquired with public funds. The Charter School shall manage all assets consistent with the requirements of applicable law and regulation, including without limitation NAC 387.335, 387.342 and 387.360; and NRS 388A306.
- 4.1.10 If the Charter School's records fail to establish clearly whether an asset was acquired with the use of public funds, the assets shall be deemed to be public assets.
- 4.1.11 Except as may be expressly provided in this Charter Contract, as set forth in any subsequent written agreement between the Charter School and the Authority pursuant to NRS 388A.381, or as may be required by law, neither the Charter School nor the Authority shall be entitled to the use of or access to the services, supplies, or facilities of the other. Any service agreements between the Authority and the Charter School shall be subject to all terms and conditions of this Charter Contract, except as may be otherwise agreed in writing. The purchase of any services not expressly required under this contract or set forth in any subsequent written agreement between the Charter School and the Authority or required by law, shall not be a condition of the approval or continuation of this contract.

4.1.12 The Charter School shall comply with other requirements as may be imposed through state law or regulation, from time to time, on charter school finances, budgeting, accounting, and expenditures, provided that the Authority shall provide technical assistance regarding material changes to state law and regulation, and the Parties will collaborate to assure that they each remain reasonably current on the impact of any modifications on charter schools. The Parties agree that the Charter School retains primary responsibility for compliance with state law and regulation.

4.1.13 The Charter School is solely responsible for all debt it incurs, and the Authority shall not be contractually bound on the Charter School's account to any third party. A statement to this effect shall be a provision of any and all contracts entered into by the Charter School.

4.2 Budget

4.2.1 In accordance with law and regulation, the Charter School shall submit to the Department and the Authority the school's tentative budget for the upcoming fiscal year and the Charter School shall submit to the Department and the Authority the school's final budget for the upcoming fiscal year. The budget shall:

4.2.1.1 Be presented on forms prescribed by the Nevada Department of Taxation and/or the Authority; and

4.2.1.2 The governing body of the Charter School Submit the budget to the following: The governing body shall submit copies of the final budget to:

(a) The Nevada Department of Education;

(b) The Legislative Counsel Bureau; and

(c) The Authority.

4.2.1.3 Not provide for expenditures, inter-fund transfers, or reserves in excess of available revenues plus beginning fund balances. No governing body may adopt any budget which appropriates for any fund any amount in

excess of the budget resources of that fund. Failure will be deemed a material breach of this charter contract.

- 4.2.1.4 The Charter School shall not approve a budget with a negative end fund balance per NAC 387.725 and NAC 387.730.

4.3 Charter School Funding

- 4.3.1 Charter School shall receive, directly from the Department, state and local aid in an amount equal to its weighted count of enrollment multiplied by the per Pupil Centered Funding Plan (PCFP) amount for the county of residence of each student plus the per pupil Outside Revenue amount for that county. The count of pupils for calculating the basic support for distribution to a charter school is the “Average daily enrollment” as defined by NRS 387.1211.
- 4.3.2 The Charter School shall maintain and transmit all necessary student information in the format prescribed by the Department to evidence enrollment and attendance of students for purposes of receiving state aid. The Charter School will receive state payment from the Distributive School Account directly from the Department, based on “Average daily enrollment” as defined by NRS 387.1211.
- 4.3.3 The Charter School shall receive state aid payments quarterly unless the quarterly payments exceed \$500,000 at which time the Department will pay state aid in monthly installments directly to the Charter School.
- 4.3.4 All state aid payments to the Charter School are subject to correction pending the outcome of the Department’s annual Pupil Enrollment and Attendance Audit.

4.4 Authority Funding

- 4.4.1 The Authority shall notify the Charter School in February of the fee anticipated to be charged pursuant to NRS 388A.414 in the following fiscal year.

Part 5: Insurance and Legal Liabilities

5.1 Insurance

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

5.2 Liability

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

Part 6: Transparency and Accountability

6.1 Charter School Reporting

- 6.1.1 The Authority shall publish the Annual Reporting Requirements on or before the commencement of the contract year and updated at least annually. The Authority shall endeavor to ensure the publication of the Annual Reporting Requirements is as complete as possible. The Charter School shall be responsible for submitting timely and complete reports in accordance with the Annual Reporting Requirements.

6.2 Additional Reporting

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

6.3 Authority Reporting

- 6.3.1 The Authority make available any reports produced using the data collected from all charter schools.

Part 7: Oversight

7.1 Authority

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

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

7.2 Inspection

7.2.1 All records established and maintained in accordance with the provisions of this Charter Contract, applicable policies and/or regulations, and federal and state law shall be open to inspection by the Authority and other applicable agencies, entities, or individuals within a reasonable period of time, and in any event within thirty (30) days, after request is made.

7.3 Site Visits and Evaluations

7.3.1 The Authority may, at its discretion, conduct site visits to provide monitoring, support and technical assistance.

7.3.2 The Authority may, at its discretion, conduct formal, targeted school

evaluations. Such evaluations may include any activities reasonably related to fulfillment of its oversight responsibilities including, but not limited to, inspection of the Facilities; inspection of records maintained by the Charter School; and interviews of school and other stakeholders.

- 7.3.3 Pursuant to NRS 388A.223(1)(i), the Authority shall conduct a Site Evaluation of each campus of a charter school during the first, third and fifth years after entering into or renewing the Charter School's Charter Contract.

7.4 Notification

- 7.4.1 The Charter School shall notify the Authority immediately of any conditions that it knows are likely to cause it to violate the terms of this Charter Contract or the Charter Application. Such notification shall not be construed as relief from the Charter School's responsibility to correct such conditions.
- 7.4.2 The Charter School shall notify the Authority immediately of any circumstances requiring the closure of the Charter School, including but not limited to natural disaster, other extraordinary emergency, or destruction of or damage to the school facility.
- 7.4.3 The Charter School shall immediately notify the Authority of the arrest or charge of any members of the Charter Board or any Charter School employee for a crime punishable as a felony, any crime related to the misappropriation of funds or theft, any crime or misdemeanor constituting an act against a minor child or student, or of the investigation of a member of the Charter Board or any Charter School employee for child abuse.
- 7.4.4 The Charter School shall notify the Authority immediately of any change to its corporate legal status.
- 7.4.5 The Charter School shall notify the Authority immediately of any default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more.
- 7.4.6 The Charter School shall notify the Authority immediately if at any time the Charter School receives notice or is informed that the Charter School or the

Authority are parties to any legal suit or administrative proceeding.

7.5 Intervention

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

Part 8: Termination and Default Termination

8.1 Termination

8.1.1 As provided by law, this Charter Contract may at any time be terminated by the Authority before its expiration upon determination and majority vote of the Authority that the Charter School, its officers or its employees:

8.1.1.1 Committed a material breach of the terms and conditions of the Charter Contract;

8.1.1.2 Failed to comply with generally accepted standards of fiscal management;

8.1.1.3 Failed to comply with the provisions of NRS 388A.010 to 388A.695, inclusive, or any other statute or regulation applicable to charter schools; or

8.1.1.4 Persistently underperformed, as measured by the performance indicators, measures and metrics set forth in the Charter School Performance Framework for the Charter School.

8.1.2 This Charter Contract may be terminated by the Authority if the Charter School has filed for a voluntary petition of bankruptcy, is adjudicated bankrupt or insolvent, or is otherwise financially impaired such that the Charter School cannot continue to operate.

8.1.3 This Charter Contract may be terminated by the Authority if the Authority determines that termination is necessary to protect the health and safety of the pupils who are enrolled in the Charter School or persons who are employed by the Charter School from jeopardy, or to prevent damage to or loss of property of the school district or the community in which the Charter School is located.

8.1.4 The Charter Contract may be terminated by the Authority if the Authority determines that the committee to form the charter school, charter management organization, or Education Management Organization as applicable, or any member of the committee to form the charter school or charter management organization, as applicable, or the governing body of the Charter School has at any time made a material misrepresentation or

omission concerning any information disclosed to the Authority

- 8.1.5 This Charter Contract may be terminated by the Authority if the Authority determines that the Charter School operates a high school that has a graduation rate for the immediately preceding school year that is less than 60 percent.
- 8.1.6 This Charter Contract may be terminated by the Authority if the Authority determines that the Charter School operates an elementary or middle school or junior high school that is rated in the lowest 5 percent of elementary schools, middle schools or junior high schools in the State in pupil achievement and school performance, as determined by the Department pursuant to the statewide system of accountability for public schools; or
- 8.1.7 This Charter Contract may be terminated by the Authority if the Authority determines that pupil achievement and school performance at the Charter School is unsatisfactory as determined by the Department pursuant to criteria prescribed by regulation by the Department to measure the performance of any public school.
- 8.1.8 In any instance of termination, the Authority shall provide to the Charter School written notice of termination, which notice shall include its findings and reasons for such action and adhere to the process outlined in NRS 388A.330.

8.2 Public Hearing The Charter School agrees to the following terms:

- 8.2.1** Three business days prior to the public hearing, the Charter School shall freeze all financial accounts pending the final outcome of the public hearing. The Charter School shall provide proof of account freeze three business days prior to the start of the public hearing.
- 8.2.2** The hearing processes shall be governed by NRS 233B. Should a public hearing be conducted, the Authority board (“Authority Board”) shall act as judge and jury. The Authority Board shall be the final arbiter of all matters addressed in the hearing, including, without limitation, the termination of the Charter Contract (subject to any right to appeal to a court of proper

jurisdiction per Nevada statute). The Authority Board shall be empowered to establish, and communicate to each Party, specific procedures for the hearing to ensure orderly conduct and resolution of issues, including timelines for submissions, presentation of evidence, and decision-making processes. The chair of the Authority Board (“Board Chair”) will be provided neutral counsel, as the Authority’s counsel will represent the sponsor.

8.2.3 Exhibits Both parties agree to exchange all exhibits no later than ten (10) business days in advance of the start of the public hearing. If a Party fails to provide to the other Party information on any witness within the timeline provided herein, such Party shall not be permitted to introduce or use such witness during the hearing. The Authority Board shall be permitted to question any witnesses after the attorneys have directed and crossed the witnesses.

8.2.4 Objections The public hearing procedure shall adhere to Nevada Rules of Civil Procedure when addressing objections, whereby each attorney shall be permitted to raise or respond to an objection. Should the Board Chair need more clarification, the Board Chair will be permitted to call a side-bar with counsel.

8.2.5 Duration The public hearing will last no more than five (5) business days, including Board deliberations and remedy.

8.2.6 Witnesses Both Parties agree to limit their witnesses to no more than seven (7) witnesses. The Parties shall exchange witness lists no later than ten (10) business days in advance of the start of the public hearing. If a Party fails to provide to the other Party information on any witness within the timeline provided herein, such Party shall not be permitted to introduce or use such witness during the hearing. The Authority Board shall be permitted to question any witnesses after the attorneys have directed and crossed the witnesses.

8.2.7 Administrator At the conclusion of the hearing, should the Authority Board vote to terminate, the Charter School has the right to appoint an

administrator under 388A.306(1)(b); however, the appointment must be approved by the sponsor. Should the Charter School fail to appoint an administrator or have an appointment ready, the sponsor will appoint one at the conclusion of the public hearing. Once a closing administrator has been appointed, the Authority Board must approve the appointment via board vote.

8.2.8 Attorney Fees and Costs Should the Authority prevail, the Charter School shall be responsible for fees and costs for the public hearing.

8.3 Default Termination

8.3.1 The Authority is required by NRS 388A.300 to terminate this Charter Contract if the school receives in any period of 5 consecutive school years, three annual ratings established as the lowest rating possible indicating underperformance of a public school, as determined by the Department pursuant to the statewide system of accountability for public schools.

8.4 Other Remedies

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

Part 9: Closure

9.1 Closure

9.1.1 In the event that the Charter School is required to cease operation for any reason, including but not limited to non-renewal, termination, or voluntary surrender of the Charter Contract, the Charter School shall cooperate fully with the Authority to ensure the orderly closure of the Charter School in a manner consistent with state law and regulation (NRS 388A.306), including, but not limited to:

9.1.1.1 Securing student records; Freezing and securing assets to ensure proper disposal of state property, assisting students with their enrollment in other schools; financial responsibilities and preserving financial records.

Part 10: Dispute Resolution

10.1 Dispute Resolution

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

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

Part 11: School Performance Standards and Review

11.1 Performance Standards

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

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

11.1.1.2 The Charter School Performance Framework shall supersede and replace any and all assessment measures, educational goals and objectives, financial operations metrics, and organizational performance metrics set forth in the approved Charter Application and not explicitly incorporated into the Charter School Performance Framework. The specific terms, form and requirements of the Charter School Performance Framework, including any required indicators, measures, metrics, and targets, are determined by the Authority and will be binding on the Charter School.

11.1.1.3 The Authority may make modifications and changes to the Charter School Performance Framework so long as Charter School and members of the public have the opportunity to provide comment through public meetings subject to NRS 241 Open Meeting Law.

11.1.2 According to the Charter School Performance Framework, the Charter School shall annually:

11.1.2.1 Meet or exceed standards on the academic indicators;

11.1.2.2 Demonstrate financial sustainability through meeting standards on the

financial indicators;

- 11.1.2.3 Demonstrate organizational compliance through meeting the standards on the organizational indicators;
- 11.1.2.4 Operate in compliance with the terms and conditions of this Charter Contract; and
- 11.1.2.5 If applicable, demonstrate sound performance on mission specific indicators.

11.2 Review

- 11.2.1 The Authority shall monitor and periodically report on the Charter School's progress in relation to the indicators, measures, metrics and targets set out in the Charter School Performance Framework. Such reporting shall take place at least annually.
- 11.2.2 The Charter School's performance in relation to the indicators, measures, metrics and targets set forth in the Charter School Performance Framework shall provide the basis upon which the Authority will decide whether to renew this Charter Contract at the end of the term.
- 11.2.3 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 Charter School Performance Framework may be modified or amended to the extent required to align with changes to applicable state or federal accountability requirements, as set forth in law. In the event that any such modifications or amendments are required, the Authority will use best efforts to apply expectations for school performance in a manner consistent with those set forth in the Charter School Performance Framework as initially established in the Charter Contract.
- 11.2.4 While both parties acknowledge the importance of the Charter School Performance Framework, and the Authority's obligation to consider the Charter Schools performance under the Charter School Performance

Framework in any decision that results in reconstitution, revocation, or termination of a Charter Contract, the Parties also acknowledge and agree that the Authority, in its sole discretion, may reconstitute the board, revoke the charter, or terminate the Charter Contract prior to its expiration of this Charter Contract pursuant to the Charter School Performance Framework, NRS 388A.330, or as otherwise permitted by law.

Part 12: Contract Construction

12.1 Entire Charter Contract

12.1.1 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.

12.2 Authority

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

12.3 Notice

12.3.1 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 (3) days after mailing when sent by certified mail, postage prepaid to the following:

In the case of State Public Charter School Authority:

The Authority:

State Public Charter School Authority

500 E. Warm Springs Rd., Suite 116

Las Vegas, NV 89119

OR

State Public Charter School Authority

3427 Goni Rd. Suite 103

Carson City, NV 89706

In the case of Charter School:

Innovations International Charter School of Nevada

1600 East Oakey Blvd.

Las Vegas, NV 89104

12.4 Waiver

12.4.1 The Parties agree that no assent, whether express or implied, to any breach by either Party of any one or more of the covenants and agreements expressed in this Charter Contract shall be deemed or taken to constitute a waiver of any subsequent or different breach.

No failure to enforce a particular covenant or agreement at any time shall affect the right of either Party to enforce the same or any other covenant or agreement at a later time.

12.5 Non-Assignment

12.5.1 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 without the prior written consent of the other party. Such consent shall not be unreasonably withheld. Any attempted assignment without such consent shall be null and void. This provision shall not restrict either party from assigning its rights or obligations to a successor entity in the event of a merger or acquisition, provided that the successor entity agrees in writing to be bound by the terms of this Charter Contract.

12.6 Applicable Law

12.6.1 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 Authority policy, and all applicable federal laws of the United States.

12.6.2 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.

12.7 Material Amendments

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

- 12.7.1.1 Change in the Charter School's Pre-Opening Conditions(see 1.9.1);
- 12.7.1.2 Change in the Charter School's location (change of site and/or adding or deleting sites) (see 1.7.4);
- 12.7.1.3 Changes to the Mission or Vision Statement (see 2.2.1);
- 12.7.1.4 Elimination of a grade level served or expansion to serve a grade level not served (see 2.3.3);
- 12.7.1.5 Increasing or decreasing the enrollment beyond the established enrollment cap by more than 10% pursuant to 2.3.3 of this Charter Contract;
- 12.7.1.6 Changes to the name of the Charter School;
- 12.7.1.7 Entering into a contract with an Educational Management Organization or terminating a contract with an Educational Management Organization pursuant to 2.10.2.4 of this Charter Contract;
- 12.7.1.8 Entering into a contract with a Charter Management Organization or terminating a contract with a Charter Management Organization;
- 12.7.1.9 Changes to the Mission Specific indicators (see 11.1.1.1);
- 12.7.1.10 Changes to pupil transportation plans (see 2.13.2).

12.8 Non-Material Change - Notification Required

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

- 12.8.1.1 Mailing address, phone and fax number of the Charter School;
- 12.8.1.2 Changes in the lead administrator of the Charter School;
- 12.8.1.3 Changes in the composition of the Charter Board (see 1.5.5.2);
- 12.8.1.4 Changes to the Bylaws and/or Articles of Incorporation (see 1.5.5.1).

12.9 Other Changes – Material and Non-Material Changes

12.9.1 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 that requires notification. In such an event, the Charter School is obligated to request, in writing, the determination of the Authority as to whether such a change requires a Material Amendment (12.7) or Notification (12.8).

12.10 Material Breach

12.10.1 A material breach is defined as a violation of this Charter Contract, which is material, as determined by the Authority in its sole discretion.

12.11 Severability

12.11.1 The provisions of this Charter Contract are severable. If any term or condition is deemed illegal invalid, or unenforceable by a court of competent jurisdiction, such determination shall not affect the validity or enforceability of any other term or condition. The remainder of the Charter Contract shall continue in full force and effect unless otherwise terminated by mutual agreement of the Parties or as provided herein.

12.12 Third Parties

12.12.1 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.

12.13 Counterparts; Signatures

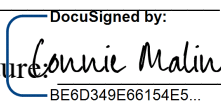
12.13.1 This Charter Contract may be signed in counterparts, which shall together constitute the original Charter Contract. Signatures received by facsimile or email by either of the Parties shall have the same effect as original signatures.

Signature Page

IN WITNESS WHEREOF, the undersigned parties have executed this agreement as of the Effective Date.

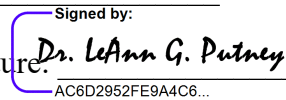
Authorized Representative Name: Connie Malin
Executive Director or Principal
Innovations International Charter School of Nevada

Date: 7/15/2025

Signature:  BE6D349E66154E5...

Authorized Representative Name: Dr. LeAnn G. Putney
Chair/President
Charter School Governing Body
Innovations International Charter School of Nevada

Date: 7/30/2025

Signature:  AC6D2952FE9A4C6...

Kurt Thigpen
Board Chair
State Public Charter School Authority

Date: 7/30/2025

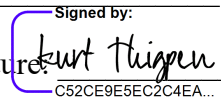
Signature:  C52CE9E5EC2C4EA...

EXHIBIT #1: Charter School Performance Framework - <https://charterschools.nv.gov/ForSchools/Accountability/>

EXHIBIT #2: Bylaws

EXHIBIT #3: Conflicts of Interest

EXHIBIT #4: Pre-Opening Conditions

EXHIBIT #5: Articles of Incorporation, if applicable.