AMPLUS ACADEMY

8377 West Patrick Lane
Las Vegas, NV 89113
702-970-6800

NOTICE OF PUBLIC MEETING

The Governing Body of **AMPLUS ACADEMY** will conduct a Regular board meeting open to the public on October 24, 2022 beginning at 6:30 p.m. at the following location: Amplus Rainbow Campus, 7077 W Patrick Lane Las Vegas, NV 89113

This public meeting will be conducted in accordance with Nevada's Open Meeting Law, NRS 241.020.

This meeting may also include virtual attendees/participants.

Google Meet joining info

Video call link: https://meet.google.com/jus-ntiu-hqb

Or dial: (US) +1 336-933-1267 PIN: 735 046 042#

More phone numbers: https://tel.meet/jus-ntiu-hqb?pin=9897209279844

Please note the following:

Public comment will be limited to three minutes per person.

The Board reserves the right to take agenda items out of order and may combine two or more items. Items may also be removed or postponed by the board or combined for consideration.

The Board is pleased to make reasonable accommodations for any member of the public who has a disability and wishes to attend the meeting. If special arrangements for the meeting are necessary, please notify staff, in writing, at 8377 West Patrick Lane, Las Vegas, NV 89113; via email at mstjean@amplus.academy; or call 702-970-6800 x5060 in advance so arrangements can be made.

AGENDA

1. Roll Call of The Board
2. Call to order
3. Public Comment Opportunity #1 (*See NRS 241.020. Public Comment will be taken during this agenda item regarding any item appearing on the agenda. No action may be taken on a matter discussed under this item until the matter is included on an agenda as an item on which action may be taken. A time limit of three (3) minutes will be imposed on public*

comments. A second public comment period will be provided at the end of the meeting to receive public comment on any matter not on the agenda. If attending remotely, please use the "raise hand" feature on Google Meet to be recognized by the board chair.

4. Consent Agenda
    a. Appeals Policy & Process (to be included in the Restorative Discipline Plan)
    b. SLP Vibrant Contract
    c. Bottomline Concepts Contract
    d. ESSER III Budget
    e. Orion Security Solutions Maintenance System Sustainment Program second half, Feb 22-Jan 23 for the amount of $29,215.00
    f. NRS 388A.320(5) payment to eligible members of board
5. Reading and approval of the minutes of the Board Meeting on September 1, 2022. (For Discussion and possible action)
6. Reading and approval of the minutes of the Special Board Meeting on September 13, 2022. (For Discussion and possible action)
7. Financial Presentation from Adam Holcomb, MAST Financial
8. Restorative Discipline Presentation from Assistant Principal Nik Hulet
9. Micro-training provided by Dr. Brian L. Carpenter, CFE
10. Approval of Agenda (for possible action)
    The Board may make a motion for a flexible agenda which is defined as taking items on the agenda out of order; combining agenda items with other agenda items; removing items from the agenda; moving agenda items to an agenda of another meeting, or voting on items in a block.
    OR
    The Board may make a motion to accept and follow the agenda as submitted/posted.
11. Report from Amplus Academy Legal Counsel Jason D. Guinasso, Esp., Hutchison & Steffen, PLLC (for discussion and possible action)
12. Report from CFSF Manager, Lee Iglody (for discussion and possible action)
    a. Schematic contract with Ark Studio
    b. Phase 1 Invoice with Ark Studio for payment of $108,100.00
13. Executive Director's Report, Rachelle Hulet (Discussion)
14. General Business
    a. Review, discuss, and possibly approve the School Performance Plan
    b. Review, discuss, and possibly approve the Sex Education Curriculum
    c. Review, discuss, and possibly approve MAST Financial Group Contract
    d. Review, discuss, and possibly approve new City National Bank signatories
    e. Review, discuss and possibly approve City National Bank account access
    f. Review, discuss, and possibly approve members of financial committee
    g. Review, discuss, and possibly approve the resignation of Lee Iglody to be effective 10/24/22 at the conclusion of the meeting
15. Board Member Updates or Comments (No Discussion or Action)
16. Public Comment Opportunity #2 (*No action may be taken on a matter raised under this item until the matter is included on an agenda as an item on which action may be taken.) If*

attending remotely, please use the "raise hand" feature on Google Meet to be recognized by the board chair.

17. Executive Director and Board Review on Long Range Calendar (for possible action)
18. Adjournment

Supporting materials for items listed on the above-referenced agenda are available, at no charge, at the meeting location, or by contacting administration by emailing info@amplus.academy, 8377 West Patrick Lane, Las Vegas, NV 89113; or by phone at (702) 970-6800 x5022.

In accordance with NRS 241.020, This notice and agenda has been posted on or before 9 a.m. on the third working day before the meeting at the following locations::

1. notice.nv.gov/:
2. https://amplus.academy/governing-board/

EST. 2020

HOME OF THE ARCHERS

AMPLUS ACADEMY

BRIEFING MEMORANDUM

TO:	Amplus Academy Board
FROM:	Rachelle Hulet, Interim Managing Director
SUBJECT:	Agenda Item 4– Consent Agenda
DATE:	October 24, 2022

- **ISSUE**
  The board is being asked to approve its consent agenda

- **BACKGROUND**
  - There are 6 items on the consent agenda
    - A. **Appeals Policy & Process (**to be included in the Restorative Discipline Plan):
      - *Staff realized that our Restorative Discipline Plan lacked a clearly defined appeals process. Requirements from NRS were reviewed and extracted by counsel and added to the RDP*
    - B. **SLP Vibrant Contract - $110.00 per hour:**
      - *After signing our previous contract with Hello Hero, the vendor informed us that they did not have any SLP's available. This contract was reviewed and approved by legal counsel and ED initiated the contract in order to expedite SLP services. The length of the contract is one year with a 30-day out clause. Staff does not anticipate using this vendor for the entire year. If and when the total billings approach $25,000 the ED will bring this contract back to the board to approve.*
    - C. **Bottomline Concepts Contract:**
      - *ED met with representatives of Bottomline Concepts and reviewed the potential rebate from ERC. Receiving this rebate is similar in complexity to the PPP funding which is why we would use an outside vendor to complete the application and follow up on the refund. BC charges a percentage of monies collected (20%). This contract does not cost Amplus any money. If BC is unable to secure the rebate there is no money lost. Counsel reviewed and approved execution of this contract.*
    - D. **ESSER III Budget:**
      - *Amplus was awarded the final ⅓ allocation of the ESSER III grant totalling$500,441. ED is presenting the finalized budget for approval through consent agenda. Any future purchases made from the ESSER III budget that exceeds $25,000 will come to the board through the consent agenda.*
    - E. **Orion Security Solutions Maintenance System Sustainment Program** second half, Feb 22-Jan 23 for the amount of $29,215.00:

- *The board approved the SSP with Orion on 08/18/21 This is the second half of the annual expense.*

F. **NRS 388A.320(5)** payment to eligible members of board
   - *Recurring payment to board members, once per month in the amount of $80 per board member.*

- **OPTIONS**
  - Approve the consent agenda
  - Remove an item and address it
  - Seek additional information

- **ADMINISTRATION'S RECOMMENDATION**
  - Approve the consent agenda

- **SUGGESTED MOTION**
  - I move to approve of the consent agenda.

Vibrant Therapy Services
Phone: 702-550-2839
Fax: 702-442-0956
Email: Jessgarrett@vibranttherapyservices.org
www.vibranttherapyservices.org

Consultant Services Agreement

This agreement is made and entered into this date 11/____/2022 by and between Amplus Academy ("District") and Vibrant Therapy Services ("Consultant").

1. Consultant agrees to provide the following specified services:

   a. Direct on-site speech services. Direct hours are charged at $110 per hour.

   b. This is a total of 15 hours per week. All services will be provided in person unless regulations require alternative service delivery models or teletherapy is approved. In the case that more hours are needed District and Consultant will agree on additional hours and hours shall be approved by District.

   c. Additional hours allotted for completion of any needed assessments, IEPs, trainings, and progress reporting – assessment sessions will be billed at $110 per hour.

2. Term. The Consultant's services described in Paragraph 1 shall commence on November 2, 2022 and shall end on May 26, 2023 unless earlier terminated pursuant to Paragraph 7.

3. Payment. District agrees to pay Consultant as follows: Payment will be made biweekly, upon receipt of billing invoices.

4. Independent Contractor Status. Consultant and any and all agents and employees of Consultant are agreed to be independent contractors in their performance under this Agreement and are not officers, employees, or agents of the District. Consultant shall retain the right to perform services for others during the term of this Agreement.

5. Indemnity. Consultant shall indemnify, defend, and save and hold harmless the District, its Board of Trustees, officers, agents, and employees from any and all claims, damages, losses, causes of actions, and demands, including reasonable attorney's fees and costs, incurred in connection with the processing or defense of any matter, claim, lawsuit or contest arising out of Consultant's performance of or failure to perform the work required by this Agreement.

6. Insurance. Consultant agrees to purchase and maintain throughout the term of this Agreement a comprehensive general liability insurance policy to protect Consultant from damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from Consultant's responsibilities under this Agreement, whether such acts or omissions be by Consultant or anyone directly or indirectly employed by Consultant.

7. Termination of Agreement. The District may terminate this Agreement for any reason upon 30 days written notice to the Consultant. In the event of early termination, Consultant shall be paid for work performed to the date of termination. The District may then proceed with the work in any manner the district deems proper.

8. No Entitlement. Consultant agrees that it has no entitlement to any future contracts or work from District or to any employment or fringe benefits from the District.

9. Taxes. Payment to Consultant pursuant to this Agreement will be reported to federal and state taxing authorities as required on the IRS Form 1099. District will not withhold any money from compensation payable to the Consultant. In particular, the District will not withhold FICA (social security); state or federal unemployment insurance contributions; and/or state or federal income tax or disability insurance. Consultant is independently responsible for the payment of all applicable taxes.

10. Governing Law and Venue. This Agreement shall be governed by and construed only in accordance with the laws of the State of California. If any action is initiated involving the application or interpretation of this Agreement, venue shall only lie in the appropriate state court in Fresno County or federal court in Fresno County, California.

11. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Consultant, the District and their respective successors and assignees.

12. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a Court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision of this Agreement.

13. Amendment. The terms of this Agreement shall not be amended in any manner whatsoever except by written agreements signed by the parties.

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no oral understandings, side agreements, representation or warranties, expressed or implied, not specified in this Agreement.

15. Fingerprinting Requirements.1) District shall provide list of fingerprinting and background check requirements to Consultant.

16. Licenses. Consultant represents that Consultant and all agents and employees of Consultant are licensed by the state of Nevada to perform all the services required by this Agreement. Consultant will maintain all licenses in full force and effect during the term of this Agreement.

17. Compliance with Law. Consultant agrees to perform the services contemplated by this Agreement in a professional and a competent manner and in compliance with all local, state

and federal laws, and regulations governing the service to be rendered pursuant to this Agreement.

18. <u>Board Approval.</u> The parties agree that the effectiveness of the Agreement is contingent upon approval by the District's Board of Trustees.

19. <u>Equipment and Materials.</u> Consultant shall provide all equipment, materials, and supplies necessary for the performance of this Agreement. This provision may be negotiable as to the needs of specific children.

20. <u>Practice/duties.</u> District will provide responsibilities, job requirements, and training to successfully complete job duties.

21. <u>Non-discrimination.</u> Consultant shall not engage in unlawful discrimination in the employment of persons because of race, color national origin, age, ancestry, religion, sex, marital status, medical condition, physical handicap, or other bias prohibited by state or federal law.

22. <u>Notices.</u> Except as otherwise may be required by law, any notices to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

CONSULTANT Vibrant Therapy Services LLC Street 309 W Lake Mead Pkwy Unit 100 City Henderson, NV 89015 Phone 702-550-2839 Email jessgarrett@vibranttherapyservices.org	DISTRICT: Amplus Academy 8377 W. Patrick Lane Las Vegas, NV 89123 Phone 702-970-6800 **Email: scarrington@amplus.academy**

23. This contract is not valid or an enforceable obligation against the District until approved or ratified by motion of the Governing Board duly passed and adopted.

Amplus Academy: By: ______________________________ Superintendent ______________________________ (Signature) Date: ______________________________ District Contact Person(s): Sarah Barlow, Principal Sabrina Carrington, Assistant Principal Anne Gill, ESS Coordinator Amy Hulet, ESS Coordinator	Consultant: Vibrant Therapy Services LLC (Jessica Garrett) Street 309 W Lake Mead Pkwy Unit 100 City Henderson, NV 89015 Phone 702-550-2839 ______________________________ (Signature) Date:_________________________ TAX ID#____________________

THIS CONSULTING AGREEMENT (hereinafter “Agreement”) is made and entered into this September 7, 2022 by and between Bottom Line Concepts, LLC (“Bottom Line”), a Florida limited liability company, and Nevada Charter Academies (Client”) (collectively the “Parties”).

WHEREAS, Bottom Line offers consultation for the recovery of Employee Retention Tax Credits (“ERC”) pursuant to the Coronavirus Aid Relief and Economic Stimulus Act (“CARES Act”), and;

WHEREAS, Client desires to engage Bottom Line for its consultant services in connection with ERC, and;

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the Parties agree as follows:

A. ENGAGEMENT; SCOPE OF SERVICES

Client engages Bottom Line to perform the following services (hereinafter the “Services”), and Bottom Line agrees to use all commercially reasonable efforts to perform the Services:

1. Identify any Employee Retention Tax Credits, as available under the CARES Act, which may be available to Client(the “Credits”).
2. Obtain and analyze applicable client information (i.e. payroll data, employer healthcare costs, disruption of ordinary business, etc.) (“Client Information”) from Client which is reasonably necessary to calculate Credits.
3. Calculate Client’s available Credits.
4. Prepare and deliver documentation to Client that includes a worksheet showing the calculation of Credits and applicable amended tax schedules showing available credits (the “Deliverables”).
5. Provide audit support in the event of an audit by the Internal Revenue Service (“IRS”), as defined herein.

B. TERMS

This Agreement shall remain in effect until the completion of Bottom Line’s Services and payment of all Fees. Either Party may terminate this Agreement at any time by providing thirty (30) days written notice to the other Party. The following sections of this Agreement shall survive any termination by Client; Sections C (Exclusive Provider of ERC Services), D (Fees), E (Indemnification by Client and Bottom Line), and H (Audit Rights and Audit Support).

C. EXCLUSIVE PROVIDER OF ERC SERVICES

Upon execution of this Agreement, Client agrees that Bottom Line is its exclusive provider of ERC consultant services. As such, Client shall refrain from obtaining any Credits through any other entity, or on its own behalf, without the express written consent of Bottom Line.

Should Client receive any Credits without using Bottom Line's services, Client shall be required to pay Bottom Line its Fee as though the Credits were obtained pursuant to this Agreement. This section survives the termination of this Agreement, if such termination was noticed by Client.

D. FEES

1. Client agrees to pay Bottom Line a contingency Fee of 20% of all Credits received by Client, including the actual ERC refund and interest paid. Credits shall be deemed received by Client whether those Credits are in the form of an actual cash/check payment or whether those Credits are offset by the IRS against any existing or future tax liability.
2. All Fees shall be paid by Client to Bottom Line within five (5) days of Client receiving any Credit.
3. Any Fee not paid within five (5) days of Client receiving any Credit shall accrue interest at 1.5% per month.

This section survives the termination of this Agreement, if such termination was noticed by Client.

E. INDEMNIFICATION BY CLIENT AND BOTTOM LINE

By reporting certain wages, health care and pension expenses to Bottom Line to perform the ERC Services, Client represents that it will, upon request, provide Bottom Line with complete and accurate documentation sufficient to substantiate Client's eligibility for the Credits. Client acknowledges and understands that (i) Bottom Line is relying solely upon the information and representations provided by Client to demonstrate its eligibility for ERC and (ii) Bottom Line is not able to independently verify the accuracy of any such information or documents provided by Client.

Client agrees to indemnify, defend, and hold Bottom Line harmless, including its directors, officers, employees, and agents from and against all losses, suits, claims, damages, demands, causes of action, liabilities, fines, penalties, costs, or expenses of whatever kind or nature arising from errors or omissions in the information Client provides to Bottom Line.

Bottom Line agrees to indemnify, defend, and hold Client harmless, including its directors, officers, employees, and agents from and against all losses, suits, claims, damages (consequential or otherwise), demands, causes of action, liabilities, fines, penalties, costs, or expenses of whatever kind or nature arising from any of Bottom Line's willful, intentional, or negligent conduct in performing the Services.

Notwithstanding the foregoing, a Party's maximum liability for indemnification under this Agreement shall not exceed the amount of Fees actually paid by Client under this Agreement and neither Party shall be liable to the other for any consequential, incidental, or indirect damages (excluding Credits), arising out of this Agreement.

F. INDEPENDENT CONTRACTOR

This Agreement does not create any partnership or joint venture between the parties, not constitute either party as the agent or legal representative of the other for any purpose. The relationship of Bottom Line and Client shall be one of independent contractor. Neither party has the right or authority to create any obligation or responsibility, express or implied, on behalf of the other, or to bind the other in any manner whatsoever.

G. CONFIDENTIALITY

In connection with this Agreement each party may receive or have access to Confidential Information concerning the other Party, including, but not limited to, financial information, trade secrets, and methods, which is non-public and may be proprietary in nature. All such information, together with all non-public information concerning a Party and all information concerning this Agreement, is referred to as "Confidential Information."

Each Party shall use the other's Confidential Information solely for the purposes of performing its obligations under this Agreement and shall not use any such Confidential Information for its own purposes, and shall not disclose Confidential Information except (i) to its employees, officers, directors, affiliates, and advisors on an as-needed basis in connection with the performance under this Agreement, and in the case of Bottom Line to vendors with providing Deliverables to Client, and (ii) as other required by an regulatory authority, law or regulation, or by legal process. Client understands and agrees that Bottom Line may on its website and in its marketing materials identify Client as a client of Bottom Line and, in connection, may display Client's logo, and any license or permission with respect to the same is hereby granted without any liability of any kind to Bottom Line.

H. AUDIT RIGHTS AND AUDIT SUPPORT

Upon request to Client, Bottom Line shall be provided access to Client's information as only reasonably needed to determine whether any Credits have been received by Client.

Bottom Line will refund any portion of the Fee attributable to Credits disallowed by the IRS, provided, however, that Bottom Line is given reasonable notice of any audit, challenge, or other proceeding by the IRS for review of the Credits, and that Bottom Line is given the opportunity to provide Audit Support regarding Client's eligibility, validity, and amount of the Credits. "Audit Support" shall mean Bottom Line (or its independent contractor) assisting Client and its representatives in connection with an IRS audit of the Credits by providing an explanation of the basis for the Credits, including (i) providing a justification for Client's eligibility for the Credits, (ii) explaining the methods used to calculate the Credits and (iii) describing how the Client's data obtained pursuant to Paragraph A.2. is used in the calculation of Credits.

I. MISCELLANEOUS

1. BOTTOM LINE DOES NOT PROVIDE TAX ADVICE, TAX FILINGS, OR CPA SERVICES. BOTTOM LINE IS NOT A TAX PREPARER OR ACCOUNTANT AND THEREFORE DISCLAIMS ANY AND ALL RESPONSIBILITY FOR PREPARATION OF A CLIENT'S FEDERAL OR STATE TAX RETURNS. BOTTOM LINE WILL NOT RENDER OR BE REQUIRED TO RENDER ANY SERVICE THAT COULD BE INTERPRETED AS THE PRACTICE OF ACCOUNTING.
2. Upon request by Bottom Line, Client shall execute Form 2848, Power of Attorney, for the limited purpose of Bottom Line checking on the status of the Credits.
3. This Agreement constitutes the entire understanding between the Parties and shall be governed and construed in accordance with the laws of the State of Florida.
4. In the event of any dispute related to this Agreement, the Parties agree to submit all disputes for mandatory arbitration with the American Arbitration Association (AAA) under the AAA's Commercial Arbitration Rules. The exclusive jurisdiction for any arbitration shall be the State of Florida, Miami-Dade County, or the state and county of Client's primary place of business. The Parties waive all objections to jurisdiction, selection of venue, or the mandatory dispute process. The Parties agree to abide by all awards rendered in such proceedings.
5. In the event that any party institutes any legal suit, action or proceeding, against the other party arising out of or relating to this Agreement, the prevailing party in such suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by the prevailing party in connection with the suit, action or proceeding, including reasonable attorneys' fees and expenses.
6. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and supersedes all prior agreements or understandings.
7. This Agreement shall not be amended or modified unless agreed to in writing by both Parties.
8. This Agreement may be executed and delivered electronically and in counterparts as though signed in full.

IN WITNESS ABOVE, the Parties hereto have entered into this Agreement on the date set forth above.

BOTTOM LINE CONCEPTS, LLC

Josh Fox

By: Josh Fox
Title: CEO

CLIENT

Rachelle Hulet

Nevada Charter Academies

Delegated Contact

Please input the name & contact information for the person that will fulfill our data and document requests.

Contact Name:	Rachelle Hulet
Contact E-Mail:	rhulet@amplus.academy
Contact Phone #:	702-970-6800

Signature Certificate

Reference number: SNAYR-BEOU5-PPAVB-I5YWL

Signer	Timestamp	Signature
Rachelle Hulet Email: rhulet@amplus.academy Shared via link		Rachelle Hulet
Sent:	07 Sep 2022 17:51:05 UTC	IP address: 63.157.180.202
Viewed:	07 Sep 2022 17:52:21 UTC	Location: Las Vegas, United States
Signed:	21 Sep 2022 17:43:59 UTC	

Document completed by all parties on:

21 Sep 2022 17:43:59 UTC

Page 1 of 1

Object Code	Title of Position or Description of Item	Quantity	Unit Amount/ Calculations	Total Amount	Budget Summary Object Total	Description
100	Salaries	10	$1,500.00	$15,000.00		Amplus Academy to provide Stipends for teachers for summer of 2022 to provide Students with access to summer learning opportunities with the summer bridge program. 10 Stipends X $1500 = Extra Duty Stipends not to exceed $15,000.
100	Salaries	1	$55,349.46	$55,349.46		Amplus Academy to provide salary for a licensed social worker for FY 22-23 to ensure that students have access to social and emotional supports and to overcome the emotional distress due to COVID-19. 1.0 FTE Salary X $55,349.46 = Licensed Social Worker Salary not to exceed $55349.46
100	Salaries	1	$62,544.62	$62,544.62		Amplus Academy to provide 1 Full Time Teachers on Special Assignment/ RTI Coordinator for FY 2022-23 to provide students with academic deficits with interventions designed to help with learning loss due to COVID-19 school closures. 1.0 FTE Teacher on Special Assignment Salary X $62,544.62 = Teacher on Special Assignment Salaries not to exceed $62,544.62.
100	Salaries	1	$27,000.00	$27,000.00		Amplus Academy to provide 1 Part Time First Aid Safety Assistant for FY 2022-23 to provide students, staff and families with health and safety information and other health services especially related to the response to COVID-19. 0.5 FTE First Aid Safety Assistant X 27,000 = Salaries not to exceed $27,000
100	Salaries	1	$55,000.00	$55,000.00		Amplus Academy to provide 1 Full Time School Nurse for FY 2022-23 to provide students, staff and families with health and safety information and other health services especially related to the response to COVID-19. 1.0 FTE Nurse Salaries X $55,000 = Salaries not to exceed $55,000
100	Salaries	10	$20,000.00	$200,000.00		Amplus Academy to provide salaries for 10 Full Time Paraprofessionals for FY 2022-23 (One for every K-3 Classroom) to assist teachers and students to address student learning loss by providing evidence based interventions, small group work and tutoring, due to COVID-19. 10.0 FTE Salary X $20000= Paraprofessionals Salary not to exceed $200000.

100	Salaries	20	$20,000.00	$400,000.00		Amplus Academy to provide salaries for 20 Full Time Paraprofessionals for FY 2022-23 (One for every K-5 Classroom) to assist teachers and students to address student learning loss by providing evidence based interventions, small group work and tutoring, due to COVID-19. 20.0 FTE Salary X $20,000= Paraprofessionals Salary not to exceed $400,000.
					$814,894.08	
200	Benefits	1	$3,000.00	$3,000.00		Amplus Academy to provide Retirement and Fringe Benefits for a First Aid Safety Assistant for 2022-23 targeted for ensuring. that students have adequate access to health and safety protocols due to COVID-19. 1.0 FTE (Average base salary $27,000), Retirement Fringe Benefits X $3000 = Instructional Coach Salary not to exceed $3,000.
200	Benefits	1	$9,000.00	$9,000.00		Amplus Academy to provide 1 Full Time Teacher on Special Assignment with Retirement and Fringe benefits / RTI Coordinator for FY 2022-23 to provide students with academic deficits with interventions designed to help with learning loss due to COVID-19 school closures. 1 x 1.0 FTE Teacher on Special Assignment (average base salary $65,000), Retirement Fringe Benefits X $9,000 = Retirement Fringe Benefits not to exceed $9,000.
200	Benefits	1	$8,000.00	$8,000.00		Amplus Academy to provide Retirement Fringe Benefits for a licensed social worker for FY 22-23 to ensure that students have access to social and emotional supports and to overcome the emotional distress due to COVID-19. 1 x 1.0 FTE Licensed Social Worker (average base salary $56,000), Retirement Fringe Benefits X $8,000 = Retirement Fringe Benefits not to exceed $8,000.
200	Benefits	10	$3,000.00	$30,000.00		Amplus Academy to provide Retirement Fringe Benefits for 10 Full Time Paraprofessionals for FY 2022-23 (One for every K-12 Classroom) to assist teachers and students to address student learning loss and for Social and emotional wellbeing of students due to COVID-19. 10.0 FTE (average base salary $20,000), Retirement Fringe Benefits X $3000= Paraprofessionals Retirement Fringe Benefits not to exceed $30,000.
					$50,000.00	

300	Purchased Professional Services	1	$16,608.00	$16,608.00		Amplus Academy to Provide Fees for students' AP Testing for FY22 and FY23 to ensure that all students, especially those in underrepresented student groups, have access to AP testing to mitigate against learning loss and promote student achievement. AP Testing Fees X $21,000= Fees not to exceed $21,000.
300	Purchased Professional Services	1	$3,950.00	$3,950.00		Amplus Academy Durango and Rainbow Campus; mClass Intervention 1-day Professional Development for ALL K-5 teachers, RTI Coordinator, and Instructional Coaches, to train on RTI Intervention Program to increase teacher effectiveness so students that struggle with reading can improve reading and recover from Learning loss due to the COVID-19 Pandemic. 1-day PD X $3950 = Total Professional Development not to exceed $3950
300	Purchased Professional Services	$1.00	$2,500.00	$2,500.00	$2,500.00	Amplus Academy/ Durango Campus; Hope Squad Advisor Training to instruct high school Advisors to run Hope Squad to support a safe and cooperative school environment. 1 High School Advisor Training X $2,500= Total not to exceed $2,500
					$23,058.00	
641	Textbooks	$1.00	$6,000.00	$6,000.00	$6,000.00	Amplus Academy/ Durango Campus; Hope Squad High School Curriculum to instruct high school students that supports a safe and cooperative school environment. 1 High School Curriculum set X $6000= Total not to exceed $6,000
					$6,000.00	
653	Webbased Programs	2	$3,850.00	$7,700.00		Amplus Academy Durango and Rainbow Campus; Purchase of mClass Intervention: Universal Edition-School Site Licenses (One for each campus) to provide interventions for students that are struggling readers to recover learning loss due to the COVID-19 pandemic. 2 Site licenses X $3,850 per license= Total of $7,700
					$7,700.00	
700	Equipment	1/3	$22,985.25	$91,941.00	$91,941.00	Amplus Academy/ Durango Campus and Rainbow Campus - Funds for Moveable U/V sanitation lights that clean and sanitize classrooms, to ensure that school facilities are clean and sanitized for students and teachers in order to decrease the amount of illness and COVID-19 spread that ultimately eliminates time off and missed instruction time due to the pandemic and other illness. 4 Sanitation Lights X $22985.25 (approximate cost) = Total approximate cost of $91,941
					$91,941.00	
			Total	$993,593.08		

16232 Muirfield Place
Edmond, OK 73013

Tel: (405) 217-3018
Fax: (405) 217-3081

EIN 26-3633765
www.orionsecuritysolutions.com

PLEASE PAY BY	AMOUNT	INVOICE DATE
10/23/2022	**$29,215.00**	**09/23/2022**

INVOICE NO. 44703

Amplus Academy
8377 W Patrick Ln
Las Vegas, NV 89113

Purchase Order No.:
Job No.: 6857
Site: Amplus Academy
Site Address: 8377 West Patrick Lane
Site Contact: Rachelle Hulet

Maintenance (SSP)

Silver Program

DESCRIPTION	PERIOD	RATE	QTY	AMOUNT
Maintenance "System Sustainment Program"	Feb 2022 to Jan 2023	$58,430.00	50%	$29,215.00

Thank you for your business.

Subtotal	$29,215.00
Sales Tax	$0.00
Balance Due	$29,215.00

HOW TO PAY

Direct Deposit
Bank: **Oklahoma Fidelity Bank**
Acc Name: **Orion Security Solutions**
Routing Number: **301171353**
Account No.: **9200203778**

Mail
Orion Security Solutions
16232 Muirfield Place
Edmond, OK 73013

Credit Card
Please call (405) 217-3018
to pay over the phone.
3% Convenience Fee

October 14, 2022
Mr. Lee Iglody
Charter School Support Foundation (CFSF)
8377 W Patrick Road
Las Vegas, NV 89113

Re: AMPLUS sports Field
Entitlements
APN: 163-33-301-006

Mr. Iglody:

A Reisch Kompany, PLLC dba aRKstudio ("Architect") is pleased to submit this proposal to provide architectural services for the above referenced project. Please refer to "Exhibit B" for a description of the required owner provided information and "Exhibit C" for the proposed architectural services to be completed and "Exhibit E" for the General Terms and Conditions.
(Fee approx. 51,000 sf of proposed space at $250 sf= 12,750,000.00 estimated scope for all three phases of building costs plus approx. 1,600,000.00 cost for sports field totals =14,350,000.00- 3% fee for Architectural services only=430,500.00-Schematic design =20% or 86,100.00)

Schematic Design Phase $96.100.00
Entitlements $12,000.00
Total Entitlement Services.. ..$108,100.00

This Fee shall be in effect for a period of three (3) months from the date of the proposal shown above. Reimbursable expenses will be invoiced in accordance with the Fee Schedule provided in "Exhibit A." Please note that a signed agreement and retainer are both required prior to Architect commencing any work on this project.

If you would like us to proceed and agree to the terms and conditions set forth herein, please sign where indicated below and return an executed copy along with the retainer to us. Thank you for this opportunity to be of service; we look forward to working with you on the successful completion of this project.

Sincerely,	Approved by:
	by:_______________
A Reisch Kompany, PLLC dba aRKstudio	print name:_______________
By: Kevin Reisch, Architect, NCARB, AIA	
NV Reg no. 7921	Title:_______________
Its: Manager	date:_______________

Attachments: **Exhibit A**, Initial Information- **Exhibit B-** Scope of Work. **Exhibit C**, Additional Services, **Exhibit D-** General Terms and Conditions, **Exhibit E-** 2022 Fee Schedule.

Exhibit A

Initial Information

Owners Responsibilities:

A. Owner's Designated Representative:

a. Craig Jex- Operations Director, 702.970.6800 ext5002 cjex@amplus.academy

B. Owner's Program:

a. (3) Phase planning documents for entitlement improvements spanning APN's 163-33-301-017 and 006- with Phase 1 to include sports field, parking on parcel 017 and approx. 3000 sf restrooms, storage and concessions to service the sports field and placed on parcel 006.
Phase 2- storage, and studio classrooms placed on north end of parcel 017.
Phase 3- Second level addition over the existing east parking lot for classroom and administration with space planning for reconfiguration of the existing building to possible reduce the new footprint (ie explore second level over two story spaces, adding single occupant restrooms, re-configure existing restrooms.)

C. Projects Physical Characteristics:

a. Parcel 006- existing (2) story K-12 school, Parcel 017 undeveloped parcel owned by CSFS Foundation.

D. Owner Provided Consultants:

a. Geotechnical
b. Boundary Topo Graphic Services
c. Civil Engineering
d. Third Party inspections

E. Owner's Anticipated Design and Construction Milestone Dates:

a. Entitlement Submission for pre-review application- 45 days from Proposal approval.
b. Construction Commencement Date: Early Summer 2023
c. Substantial Completion Date or Dates: Fall 2023

Architects Responsibilities:

A. Architect's Representative:

a. Kevin Reisch
1771 E Flamingo Road, 218B, Las Vegas, Nevada 89119
kreisch@arketeks.com 702.478.8802 ext 111

B. Architect's Consultants Retained under Basic Services:

a. Structural Engineer: IMEG- not included in Schematic Design
b. Mechanical Engineer: IMEG not included in Schematic Design
c. Electrical Engineer: IMEG not included in Schematic Design
d. Low Voltage Design: IMEG not included in Schematic Design

C. Consultants Retained under Supplemental Services:

e. Landscape Architect, Sound Engineering, Acoustical Engineering,

D. Other Initial Information on which the Agreement is Based:

f. aRKstudio exhibit for programming dated 10/3/2022

Exhibit B

Scope of Work

General Scope Information:

Location of Project:	Patrick Lane and Jim Rodgers Way
APN:	163-33-301-006
Agency having Jurisdiction:	Clark County, Nevada
CAD format:	Revit
Specifications:	Provided on Plans/Project Manual

a. Preparation of Entitlement documents for Agency Approval, included but not limited to:
   Site plan, building floor plans, elevations, site cross sections, justification letter, representation at all meetings, coordination of owner provided Civil Engineer.
   Exhibits will included detailed code analysis, floor plans, elevations, sections, site plans and dimensioned site plan for all sports activities to scale for planning purposes.
b. Value Engineering (VE): VE services after owner approval of Development Documents will be considered additional services to this contract.

Basic Services

- Manage the Architect's services, research applicable design criteria, attend project meetings, communicate with members of the Project team and report progress to the owner at intervals appropriate to the project size and scope.
- Coordinate the Architect's services with those services provided by the owner, and the Owner's Consultants.
- As soon as practicable after the date of the agreement, submit to the owner for approval a schedule for the performance of the Architect's services.
- Assist the owner in connection with the Owner's responsibility for filing documents required for approval of governmental authorities having jurisdiction over the project. Limited to Planning (Entitlements) and Building Department (permit)

Schematic Design Phase

a. SD-Schematic Design Phase

1. Review and provide a preliminary evaluation of the Owner Program, Schedule, Budget for the Cost of the Work, project site the proposed procurement and delivery method, and other Initial information each in terms of each other. Upon completion present the preliminary evaluation to the owner, along with alternative approaches to the design and construction of the project.
2. Upon Owner Review of the Preliminary evaluation Architect to Provide.
   a. Preliminary budget of work
   b. Provide Design Schedule for completion Project
   c. Schematic Floor plans, site plans and elevations for presentation to Clark County Planning for entitlements
3. Owners Approval of Schematic Design Required to proceed to Design Development.

Entitlement Phase

b. Entitlements

1. Coordinate and represent owner with pre-design meetings at AHJ and local authorities to review the project scope.
2. Prepare exhibits and process all documents required by AHJ for acceptance for processing.

3. Co-Represent owner with owner designated entitlement attorney/processor and attend all meetings.

Exhibit C

Additional Services

As requested by owner beyond schematic design and Basic Services.

1. **Programming**
2. **Site Evaluation and Project Feasibility**
3. **Land Use Representation, Approvals, and exhibits**
4. **Measured drawings (existing facilities)**
   Field Measure existing facility for basis of design documents
5. **Existing Facility Surveys (existing facilities)**
   Survey existing facilities and photo document, document systems and assemblies, research agencies for record documents
   To examine project feasibility
6. **Site Evaluation and Planning**
   Master planning site and evaluation for feasibility and conformance with local codes and regulations.
7. **Civil Engineering**
   Assist the owner in finding qualified Civil Engineer, provide guidance monitor progress with agency reviews.
8. **Landscape Design**
   Assist the owner in finding qualified Landscape Architect, provide guidance monitor progress with agency reviews.
9. **Architectural Interior Design**
   Assist the owner with selection of colors, materials finish for items included in the contract with the general contractor.
10. **Detail Cost Estimating**
    Assist the owner with selection of Certified Cost Estimator and aid consultant for detailed Estimate
11. **On-site Project Representation**
    Act as owners on-site representative and monitor construction and conformance with contract documents beyond the scope of the Architect.
12. **As-Designed Record Documents**
    Provide certified as-designed documents to the owner at the end of construction documenting all revisions
13. **As-Constructed Record Documents**
    Provide certified as-constructed documents to the owner at the end of construction documenting all revisions made by the contractor.
14. **Post Occupancy Evaluation**
    Provide 1year evaluation of systems post occupancy to owner to confirm performance of systems and finishes, including recommendations.

Owner Provided Services:

Boundary and Topographic Survey, Civil Engineering, Materials Testing, Special Inspections, and any specialty consultants not specifically identified in the scope of work.

Exhibit D
General Terms and Conditions

Agreement:
These General Terms and Condition are an attachment to and incorporated into this Proposal for Services by A Reisch Kompany, PLLC, dba aRKstudio (hereinafter "Architect"). The Proposal and attached exhibits, including these General Terms and Condition, shall be collectively referred to herein as the "Agreement." The Client's execution of the first page of this Agreement shall constitute the Client's acceptance of these General Terms and Conditions.

Performance:
The Architect shall perform its services in a manner consistent with the level of care and skill ordinarily exercised by members of the Architect's profession, currently practicing in the same locality under similar conditions and with reasonable diligence and expediency, and in accordance with sound professional practices ("Standard of Care"). The Client is aware that many factors outside the Architect's control may affect the Architect's ability to complete the services to be provided under this Agreement. Client agrees that the Architect is not responsible for damages arising directly or indirectly from any delays for causes beyond the Architect's control. For purposes of this agreement, such causes include, but are not limited to: strikes, or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

Initial Information:
This agreement is based on the initial information set forth in **Exhibit A**:

> The Owner and Architect may rely on the Initial Information. Both Parties however recognize that the Initial information may materially change, and in that event, the Owner and the Architect shall appropriately adjust the Architect's Services, schedule and compensation. The owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones as necessary to accommodate material changed in the initial information.

Responsibility for Others:
The Architect shall not be responsible for acts or omissions of the Client, the Client's other consultants, contactors, subcontractors, their respective agents or employees, or other persons performing any other portion of the project.

Architect's Responsibilities:
The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement or shall cause such services to be performed by appropriately licensed design professionals.

The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains.

Commercial General Liability with policy limits of not less than One Million Dollars ($1,000,000) for each occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury and property damage. **Automobile Liability** covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($1,000,000) accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.
The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages, and in no event shall any

excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

Workers' Compensation at statutory limits. Employers' Liability with policy limits not less than One Million Dollars ($1,000,000) each accident, One Million Dollars ($1,000,000) each employee, and One Million Dollars ($1,000,000) policy limit. **Professional Liability** covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Three Million Dollars ($3,000,000) per claim and Three Million Dollars ($3,000,000) in the aggregate.

To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

Recommendations:
The Architect shall recommend to the Client that appropriate investigations, surveys, tests, analyses and reports be obtained for the proper execution of the Architect's services.

Applicable Laws:
Consistent with the Architect's Standard of Care, Architect's services shall comply with any applicable laws, rules, codes, regulations and orders of all applicable governmental or public authorities having jurisdiction over the project in force at time of issuances of the construction documents required to obtain any necessary building permits.

Confidentiality:
If the Architect or Owner receives information specifically designated as "Confidential" or "Business Propriety," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1 This Section 10.8 shall survive the termination of this agreement.

The Receiving party may disclose "Confidential" or "Business Propriety" information after 7 day notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. Or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractor in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions of the disclosure and use such information as set forth.

Termination:
This Agreement may be terminated by Client, without cause, upon not less than seven (7) days written notice to Architect. This agreement may be terminated by either party, upon not less than seven (7) days written notice, in the event that the other party has failed to substantially to perform its duties pursuant to the Agreement through no fault of the party initiating the termination. In addition, if the Client fails to make payments when due, or otherwise is in breach of this Agreement, the Architect may, at its option, suspend performance of services upon five (5) calendar days' notice to the Client. The Architect shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this agreement by the Client.

Limitation of Liability:
In recognition of the relative risks and benefits of the project to both the Client and the Architect and its consultant as they relate to the Architect's provision of services in accordance with this Agreement, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Architect and its consultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever, as well as all claims to recover any related expenses, including attorney's fees and costs, and also expert witness fees and costs, so that the total aggregate liability of the Architect to the Client shall not exceed the sum of the Architect's available insurance coverage at the time of the entry of judgement, regardless of the theories of liability or causes of action asserted against Architect.

No Third-Party Beneficiaries:
Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of any third party against either the Client or the Architect.

Assignment:
This Agreement shall be binding upon the Client and the Architect, as well as their partners, personal representatives, and successors. Neither party shall transfer or assign any rights or obligations under or interest in this Agreement without the prior written consent of the other party.

Payment:
Progress Payments on account of services rendered and for reimbursable expenses pursuant to Exhibit A herein shall be made monthly upon the presentation of the Architect's statement of services to the Client. Payments are due upon the Client's receipt of the Architect's statement of services. Inquiries and questions regarding any statement of services shall be made within ten (10) business days of receipt of the statement of services. Failure to notify the Architect within the specified time period will constitute a waiver by the Client to any claim with respect to the contents or accuracy of the statement of services, as well as acceptance of the services reflected therein. If the Client fails to pay the Architect in full within forty-five (45) days after the Client's receipt of a statement of services, the Architect reserves the right, after providing client with five (5) days written notice, to suspend services under this Agreement until all outstanding accounts have been paid in full. At that time, the Architect may request a retainer prior to resuming the provision of services to the Client. Interest will be charged on outstanding accounts at the rate of 1-1/2% per month on the outstanding balance of accounts over forty-five (45) days old. No deductions shall be made from the Architect's compensation on account of penalty damages, or any other sums withheld from payments to the Architect, contractors, or on account of the cost of changes in the work performed. Any fees and costs related to collection of amounts owed to the Architect will be added to the balance due in the event that this account is delinquent and is assigned to an agent for collections, or in the event a legal proceeding is commenced.

Additional Services:
Additional services of the Architect that are not explicitly provided by the Architect pursuant to this Agreement, including, but not limited to revisions that are inconsistent with previous direction or otherwise out of the Architect's control shall be considered additional services. If the Architect agrees to perform such additional services, compensation shall be mutually agreed upon in writing by the Client and the Architect prior to commencing performance of any such additional services.

Changes in the work:
The Architect may order minor changed in the work that are consistent with the intent of the Contact Documents, and do not involve and adjustment in the Contract Sum or extension of the Contract Time.
The Architect shall maintain records relative to the Changes in the Work.

Evaluations of the Work:
The Architect shall visit the site at intervals appropriate to the stage of construction. To become familiar with the progress and quality of the portion of work completed, and to determine, in general, if the work observed is being performed in a manner indicating that either Work, when fully completed, will in in accordance with the Contact Documents, However, if the Architect shall not be required to make exhaustive or continuous on -site inspections to check the quality or quantity of the Work. On the basis of the site visits the Architect shall keep the Owner reasonably informed about the progress and the quality of the portion of the work completed, and promptly report to the Owner (1) known deviations from the Contact Documents, (2) known deviations from the most recent construction schedule submitted b the Contractor, and (3) defects and deficiencies observed in the Work.
Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the contract documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by the Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decision on matters relating to the aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

Cost of the Work:
For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

The Owner's budget for the Cost of the Work is provided in Initial Information and shall be adjusted throughout the Project as required. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in revising the estimate and scope.

If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

1. give written approval of an increase in the budget for the Cost of the Work.
2. authorize rebidding or renegotiating of the Project within a reasonable time.
3. terminate this agreement as defined in Severability clause
4. in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
5. implement any other mutually acceptable alternative.

If the Owner chooses to proceed, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility.

<u>Certificates of Payment to the Contractor:</u>

The Architect shall review the Contractor's and certify the amounts due the Contractor and shall issue certificated in such amounts. The Architects certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the work, to the best Architect's knowledge, information and belief the work has progressed to the point indicated, the quality of the work is in accordance with the Contact documents, and that the Contractor is entitled to payment in the amount certified.

The issuance of the certificate of payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality of quantity of the work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and that other data requested by te Owner to substantiate the Contractors right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

The Architect shall maintain a record of the Applications and Certificates for Payment.

Construction Administration Services:

Submittals:

The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing enough time, in the Architect's professional judgement, to permit adequate review.

The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contact Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contactor's responsibility. The Architect's review shall constitute approval of safely precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

Request for information:

The Architect shall review and respond to requests for information about the contract documents. The Architects response to such requests shall be made in writing with reasonable promptness. The Architect shall prepare and issue supplemental drawings and specifications in response to the request for information.

If the Contract Documents specifically require the contractor to provide professional design services or certification by a design professional related to systems, materials, or equipment, the architect shall specify the appropriate performance and design criteria that such services must satisfy.

Project Completion:

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue certificates of substantial completion; Forward to the owner the owner review and records, written warranties and related documents required by the contract documents and received from the Contractor; Issue a final Certificate of Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information and belief, the Work complies with the requirements of the Contract Documents.

Information Provided by Client:

Upon the Architect's request, if reasonably necessary for the performance of the Architect's duties pursuant to this Agreement, the Client shall procure the services of other consultants, information, surveys and reports required by law or the construction documents. These services, information, surveys, and reports shall be furnished at no expense to the Architect, and the Architect shall be entitled to rely on accuracy and completeness thereof.

Instruments of Service:

a. Any and all drawings and specifications, and any other documents, including those in electronic form, prepared by the Architect are instruments of service for use solely with respect to this project ("Instruments of Service").
b. Upon execution of this Agreement, the Architect grants to the Client a nonexclusive license to reproduce the Architect's Instruments of Service for purposes of designing, administering, using and maintaining the project, provided the Client shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. Any termination of this Agreement prior to completion of the project shall terminate the Client's license.
c. Except for the license granted in subsection B, no other license or right shall be deemed, granted or implied, and the Client shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written consent of the Architect.
d. The Client shall not use the Instruments of Service for future additions or alternations to the present project, or any other project, unless the Client obtains the prior written agreement of the Architect. Any unauthorized use of or modifications to the Instruments of Service shall be at the Client's sole risk and without liability to the Architect, and the Client agrees to defend, indemnify and hold harmless the Architect from any and all claims and/or damages arising out of, or alleged by any party to have arose out of the use, reuse or modification of the Instruments of Service in any way.

Ownership and Use of the Drawings, Specification and Other Instruments of Service:
Notwithstanding the foregoing provision regarding Instruments of Service, the Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including all drawings and specifications, and retain all common law, statutory, and other reserved rights of their instruments of service, including copyrights.

Dispute Resolution:
The parties agree to first try in good faith to settle any dispute arising out of or related to this Agreement by mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association. If the claim or controversy is not settled by mediation, the claim or controversy may be resolved by final and binding arbitration, if the parties so agree, or by civil litigation.

Sole Remedy:
Notwithstanding anything to the contrary contained herein, Client and Consultant agree that their sole and exclusive claim, demand, suit, judgement or remedy against each other shall be asserted against each other's corporate entity and not against each other's shareholder's, consultants, directors, officers or employees.

Governing Law and Venue:
This agreement shall be governed, construed and interpreted in accordance with the laws of the State of Nevada, without giving effect to conflicts-of-laws rules, and all dispute resolution proceedings shall be venued in the county in which the services are rendered within the State of Nevada unless the parties mutually agree otherwise by written instrument signed by both the Architect and the Client.

Waiver:
Any forbearance or failure to exercise, and any delay in exercising, any right, power or remedy hereunder shall not impair any such right, power or remedy or be construed to be a waiver thereof, nor shall it preclude the further exercise of any such right, power or remedy.

Either party may update its address for notice at any time, via a writing communication delivered to the other party. The giving of any notice required hereunder may be waived in writing by the party entitled to receive such notice.

Entire Agreement:
This Agreement represents the entire and integrated agreement between the Architect and the Client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be replaced, amended or modified only by written instrument signed by both the Architect and the Client.

Severability:
If any provision of this Agreement is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions.

Notices:
Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by another, or whenever any of the parties desires to give or serve upon another any such communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration, or other communication shall be in writing and shall be deemed to have been duly given and received, for purposes hereof, at the time of delivery when sent by either courier or overnight carrier with proof of receipt, or three (3) days after being deposited in the mail, postage prepaid, or at the time of delivery if sent by electronic mail, and sent to the address for notice provided below:

Architect:	**Client:**
aRkstudio-Kevin Reisch, Architect	Rachelle Hulet- Amplus Academy
Its Manager	Executive Director
1771 E Flamingo Rd., 218B	8377 W Patrick Lane
Las Vegas, NV 89119	Las Vegas, NV 89113

Exhibit E

ARKstudio 2022 Fee schedule:

Principal	$225.00 per hour
Project Architect	$180.00 per hour
Project Manager	$120.00 per hour
Senior Draftsman	$90.00 per hour
Junior Draftsman	$65.00 per hour
Clerical	$50.00 per hour

Base fee structure, dependent on complexity and size of project

Building Design -Basic Services (Arch only) ....(3%-5% of cost of construction)

Tenant Improvements .... ($2.25 to 4.00 per sf)

Schematic 20%, Design Development 15%, Construction Documents 45%, Construction Administration 15%, closeout 5%.

Reimbursement of Expenses:

Please note that any costs with respect to printing and reproduction tasks concerning this project, aside from in-house printing for review sets and consultant coordination, will be reimbursable expenses and shall be invoiced in accordance with the above fee schedule. (Such reimbursable prints shall be, permit prints, bid set prints, additional prints requested by owner outside of internal review prints, etc.)

1. Out of pocket expenses, (i.e. photocopies, film development, shipping, blueprints): to be invoiced at cost plus 15%.
2. In-house Services:

Large Format:	$ 2.01 per 24" x 36" sheet		
	$ 2.89 per 30" x 42" sheet		
Mounted:			
Color Exhibits	$24.00 per 24" x 36" sheet		
	$36.00 per 30" x 42" sheet		
Photocopies:	Black & White:	$0.28 per 8-1/2" x 11"	page
	Black & White:	$0.47 per 11" x 17"	page
	Color:	$1.57 per 8/1/2" x 11"	page
	Color:	$2.63 per 11" x 17"	page
	Black & White	$0.68 per 12" x 18"	page
	Color	$3.15 per 12" x 18"	page

3. Mileage: $.60 per mile.
4. For work which requires overnight lodging, a per diem charge will be made in an amount appropriate to the area and based on actual costs.
5. Outside consultants not included in the Basic Services, Plan Review fees and other items described in Exhibit B and Exhibit C of this Agreement as reimbursable expenses shall be billed at direct cost plus 15%.

Executive Director's Report to
the Amplus Academy Board of Directors
September 2022

1. **INSTRUCTIONAL LEADERSHIP**
    a. National Merit Semifinalists: Tanner Dobbins, Daxton Johnson, Brayden Medsker, Weston Williamson - Semifinalists are designated on a state-representational basis as representatives to the average Nevada graduate rate. These students are one of 16,000 students nationwide who are part of this 68th national competition. Commended students: Jasen Mark and Alana Nahabedian.
    b. Held monthly Archer of the Month assembly for Rainbow elementary students, Durango elementary students and Durango secondary students.
    c. Secondary PTC held on September 26.
    d. ED and APs met with Dr. Jessica Barr to review all SBAC data as well as index scores that were sent out by NDE. If star ratings were given out, our schools would have received the following:
        i. Rainbow K-5: ☆☆☆☆
        ii. Durango K-5: ☆☆☆☆
        iii. Durango 6-8: ☆☆☆☆☆
        iv. Durango 9-12: ☆☆☆☆
    e. AIA Kick-Off was held on September 10. Breakfast was served by the admin for 80 parents and students that attended.
    f. Instructional Leadership Team planned a self-led professional development for September 23, 2022. Staff enjoyed classes that would improve differentiation with instruction to meet the needs of students in the following classes: Differentiation with ELA and Math (presented by RPDP for grades K-5, 6-8, 9-12), Reveal Math, Kagan teaching strategies, incorporating the arts into your classroom, grading differentiation, classroom management, assignment rubrics, communication, student-led instruction, anchor charts, EL strategies, goal-setting, and social/emotional learning. The day started with an all-staff breakfast and meeting, allowed staff to choose their convention-style classes, and concluded with open tech lab opportunities for teachers to have support for Infinite Campus, MyEducationData, IXL, CERT testing, MAP/NWEA supports, and ESS/IEP support.
2. **OPERATIONS:**
    a. Working with Kevin Reisch from ARK studios, Craig Jex, Principal Barlow and AD Tyrel Cooper on updating plans for the 5 acre sports field expansion project
    b. Director of Operations, Craig Jex has been involved with the SPCSA Safety Committee. SPCSA hired a new director of safety. They held their first meeting in September.
    c. Met with the land owner of the property west of Rainbow campus regarding carpool queuing and pick-up procedures. We would like to develop a good relationship with them, hoping that we may be able to use a portion of their driveway/parking lot to alleviate the parents' cars that are waiting on Patrick.
    d. Added additional cameras to offices and spaces that have been converted into classrooms.
    e. Added fob access to gym doors in order to keep the halls and gym more secure and to limit entry points.

f. Alex, Director of IT, shut down the internet for a Saturday to perform an update to our core network infrastructure at Amplus Academy Durango campus. This update makes sure that all devices are working properly without internet interruption.

3. **FINANCIAL MANAGEMENT**
   a. The Executive Director continued to participate in an additional two meetings with outside service providers as we seek CFO/Controller level services.
   b. As of 9/30/2022 we have 2288 students enrolled which has grown 62 students from last month. Our target number of students is 2324, leaving room for 36 additional students. Current waitlist is approximately 2,688
   c. This month we completed the application process for the final ⅓ of ARP ESSER Grant Funding for a total amount of $500k. This funding will be used to support the salaries of additional paraprofessionals for K-5 classrooms, The Hope Squad Suicide Prevention curriculum and training program, and the purchase of UV sanitation lights to prevent the spread of bacteria and viruses in classrooms. This item will be included on the next consent agenda.
   d. In addition, we are excited to announce that we were approved for the Competitive ARP ESSER College and Career Readiness Grant in the amount of $52,000. This funding will be used to provide National Board Certification costs for teachers, Transportation costs for college and career related field trips, Dual Credit, AP Testing fees, and ACT Boot camp costs for FRL or at-risk students.
   e. We have also submitted an application for ARP ESSER After School Competitive Grant, requesting a total sum of $170k to provide financial support for our Archer Academy that helps to close the learning gaps for students due to the COVID-19 School Shutdown.
   f. A single Audit was conducted recently since we expended more than $750k in grant funding last fiscal year and we are pleased to report that there were no findings.
   g. Finally, Amplus Academy is submitting monthly reimbursements for a total of $1.6 million in grant funding this fiscal year.
4. **RISK MANAGEMENT:**
   a. Both the Rainbow and Durango campus completed fire, lockdown and AED drills.
   b. AP Hulet provided Safe Voice training to all administrators and staff that are on the notification list, in order to ensure a quick response time and prompt and accurate record keeping.
   c. Receive and review monthly risk management newsletters from Dr. Brian Carpenter.
   d. Continuing monthly Risk Management meetings with the RM team.
5. **STAKEHOLDER COMMUNICATIONS:**
   a. We are continuing to communicate with families via newsletters, text, emails, videos and website, regarding new and up to date carpool information, school schedule time changes, staff updates, etc.
   b. A total of three bi-weely update videos have been shared with stakeholders (click here to visit our YouTube channel).
   c. A total of four newsletters have gone out to families this month (click here to view our newsletters).

d. On September 7 and 8 we held our K-12 Open house. Parents were able to attend their child's classes and learn about expectations and guidelines for the school year.
e. Students and families enjoyed a UNLV football game at Allegiant Stadium on September 17, 2022. A portion of the proceeds went to support Archer Athletics.
f. Parent University was held September 21 on the topic of "Parenting with Empathy"
g. Held our PAC meeting on September 20 at both campuses. Both meetings were well attended, having more than 30 parents at each one. The main focus of our PAC meetings are to increase the number of volunteers as well as volunteer opportunities for families.
h. 2021-2022 SBAC results for students in grades 3-8, were mailed/sent home to parents.

6. CO-CURRICULAR PROGRAMS AND ANCILLARY SUPPORT GROUPS

a. Currently 262 kids on 19 fall teams with 150+ games/ races in Sept & Oct
b. Director Cooper attended the NIAA meeting where Amplus was granted full membership in the NIAA starting in the 23-24 school year.
c. School Supply Donation Drive yielded $8,785.
d. Club Young Americans Foundation partnered with *The Veterans of Foreign Wars of the U.S.* and placed approximately 2,500 flags around the Durango Campus fence to honor those who lost their lives on September 11 2001.
e. Started up "Snack Shack" using staff and parent volunteers to serve students in grades 6-12. All proceeds go to offset costs of student activities, extra curricular supplies and rentals.
f. Started a weekly staff appreciation drawing called FLAMINGO FRIDAY, where 6 staff members a week are drawn at random to win prizes.
g. Celebrated the September birthdays of all staff with Crumble cookies.
a. Secondary Math tutoring began September 27, 2022 to be held three times a week; eventually, this will lead into peer tutoring opportunities for students in National Honor Society and a Math Honor Society Club (Mu Alpha Theta)
b. An all-staff appreciation was led by AP Lisa Cates, complete with a note and homemade cookie for all staff on September 26-September 27th.
c. A fall sports student tailgate party preceded the volleyball game on September 27th; food booths and pizza sales were offered by Student Council as a fund-raiser event and to encourage student after-school attendance at the volleyball game.

7. SUPPORT TO THE BOARD

a. September data provided by Empire Charter Consultants and was posted to our website.
b. Prepared board meeting agenda, board packet, supporting documents and coordinated food and travel reimbursements for in-person board members.

8. HUMAN RESOURCES MANAGEMENT:

a. We have the following open positions that we are currently recruiting and hiring for. All teaching positions have substitute coverage in place. We are looking to outsource our Speech Language Pathologist minutes as we have not found any local candidates.
   i. Elementary Music
   ii. Speech Language Pathologist

b. We hired three Student Support Paraprofessionals, a Secondary PE Teacher, a 6th grade ELA Teacher and a General Accountant in September.
c. We have completed our annual Open Enrollment in September with an October 1st benefit start date. We had a **0% increase** to our medical, dental and vision premiums this year. This is almost unheard of with COVID continuing to impact healthcare costs. We have worked hard to educate staff in their healthcare options and encourage the utilization of urgent care or telemedicine to lessen larger emergency room or hospital costs.
d. We continue to offer an employer benefit of MyStrength Complete through Teladoc. This is a mental health app that allows staff to create customized self-care plans as well as the opportunity to meet with a licensed therapist. We are thrilled at the opportunity to allow our staff to add dependents including spouses as well as children 13 years and older. We recognize by supporting our staff and their families, we can continue
e. We have contracted with a licensed substitute staffing company named TROOP. This allows us access to an additional 300+ licensed substitutes in Southern Nevada. We have filled an Elementary Art position utilizing TROOP as we had a substitute who enjoyed her time with Amplus and wanted to apply for the full-time position.

9. AUTHORIZER RELATIONSHIP, CHARTER AND LEGAL COMPLIANCE:

a. We have scheduled our Year 3 Site Evaluation with SPCSA for November 29-30. Will need two or three board members to participate in a focus group.
b. Submitted our Restorative Discipline Plan and SPED Producers and Policy Manual to SPCSA.
c. Submitted Key Personnel Questionnaire covering fiscal and program to NDE.
d. The School Improvement Committee is bringing the School Performance Plan to the board to be approved. The committee has had 3 meetings to discuss objectives and goals for this coming school year.
e. The school curriculum committee has been focusing on the 22-23 Sex Education curriculum which is being brought to the board for approval in the October meeting.
f. Received and Reviewed 1847 Free and Reduced applications. Out of those applications, 554 qualified for free, 168 qualified for reduced and 1125 did not qualify.
g. Communicated with Rebecca Fiden about the possibility of starting a Free and Reduced Lunch program.
h. We have scheduled our Year 3 Site Evaluation with SPCSA for November 29-30.

10. SELF DEVELOPMENT:

a. On September 15-17 I attended my first Las Vegas leadership conference. It was a three day event held at Nellis Air Force Base. I was able to tour the base and gain a better understanding of the services that are offered to military personnel there as well as to see the scope of work and training that takes place there. The tour was presented by Colonel Joshua D. DeMotts, Commander, 99th Air Base Wing, Nellis AFB.

MEMORANDUM

DATE: October 24, 2022 Board Meeting

TO: Amplus Governing Board

FROM: Rachelle Hulet, Executive Director

STAFF: Rachelle Hulet, Executive Director
Sarah Barlow, Principal
Viv Garner, Assistant Principal

SUBJECT: **12a**. School Performance Plan

BACKGROUND:
It is required of all public schools to write and submit a school performance plan annually. Below outlines our goals in brief:

A. School Performance Plan Goals (Student Success, Adult Learning Culture, Connectedness)
   1. High School:
      a) Increase the number of students who will complete post secondary preparation programs from 23.2% to 48%.
      b) Complete more EL/WIDA professional development and classroom strategy implementation in order to increase the percentage of EL students to meet their AGP on WIDA.
      c) Reduce the chronic absenteeism rate from 23.1 to 13.1 percent for all students.
   2. Middle School
      a) A 16.3% gap in math proficiency exists between Pacific Islander students and the school average and a 6.5% gap exists between Pacific Islander students and the school average in English.
      b) Improve proficiency in Math for students who are FRL from 34.5% to 40%.
      c) Improve Climate Survey Results by focusing on emotional safety.
   3. Durango Elementary School
      a) EL ELA AGP growth from no reporting to the average growth 64.3%.
      b) Improve AGP in Math for FRL students from 54.5% to 59%
      c) Reduction of Chronic Absenteeism by 10% in both the Hispanic/Latino population 31.8% and the Pacific Islander population 40%.
   4. Rainbow Elementary School
      a) EL ELA AGP growth from 51.4% to 60%.
      b) Improve AGP in Math for FRL students from 34.2 to 42%
      c) Reduction of Chronic Absenteeism by 10% ***in the Hispanic/Latino population 18.2%.

RECOMMENDATION: To approve the School Performance Plan

MEMORANDUM

DATE: October 24, 2022 Board Meeting

TO: Amplus Governing Board

FROM: Rachelle Hulet, Executive Director

STAFF: Rachelle Hulet, Executive Director
Sarah Barlow, Principal
Steve Piccininni, Assistant Principal

SUBJECT: **12b**. Sex Education Curriculum

BACKGROUND:

As a matter of transparancy and good faith to all stakeholders, Amplus Academy academic staff requests an review and approval of the sex education curriculum annually. Our curriculum committee consists of administration, teachers and parents. This committee receives feedback and reviews previous materials in order to make recommendations.

Changes that have been made to the Amplus Sex Ed Curriculum:

1. Ms. Clark updated the male reproductive system diagram for both the 7th and 10th grade anatomy powerpoint to match the one on the test.
2. Ms. Clark deleted a section about love vs. infatuation in the relationships powerpoint. Her focus is on healthy and unhealthy relationships so that section was unnecessary.

Here's a link to the PowerPoints:
2022 Proposed Sex Education

Here's a link to the standards, abstinence google slides lesson, and a community resource page.
2022 Proposed Sex Education curriculum

RECOMMENDATION:
To approve the Sex Education Curriculum

MEMORANDUM

DATE: October 24, 2022 Board Meeting

TO: Amplus Governing Board

FROM: Rachelle Hulet, Executive Director

STAFF: Rachelle Hulet, Executive Director

SUBJECT: **12c**. MAST Financial Group Contract

BACKGROUND:

Director Hulet reached out to and met with seven back office service providers in looking for CFO services. Of those providers, two were not able to offer CFO only services, instead only offering all back office services to include HR, grant management, all accounting/payables and compliance. This is not an option for Amplus at this time due to current staff composition. One vendor withdrew their proposal due to capacity constraints. One vendor did not meet the required background or industry specific experience needed. Two vendors were not able to start full-time until January. Treasurer Spooner reviewed all proposals that met the requirements of Amplus, and participated in the final interview phase with Director Hulet.

RECOMMENDATION:

To approve the MAST Financial Group Contract for CFO services

FINANCIAL SERVICES AGREEMENT

This Financial Services Agreement (the "**Agreement**") is made and entered into as of November 1, 2022 (the "**Effective Date**") by and between **MAST Financial Group, LLC**, a Michigan limited liability company ("**MAST**") and **Amplus Academy**, a Nevada public charter school (the "**Academy**")

Background

The Academy is a charter school organized as a public charter school. The Academy has been issued a contract (the "**Contract**") by the State Public Charter School Authority (the "**Authorizer**") to organize and operate a public charter school academy. The Authorizer is the statutory authorizing body. The Code permits a public charter school academy to contract with persons and entities for the operation and management of the public charter school academy.

The Academy and MAST desire to enter into an independent contracting relationship whereby MAST will be engaged to provide the financial services as set forth in this Agreement (the "**Services**"). This Agreement between the Academy and MAST sets forth the understandings with respect to the relationship between them, the scope of their relationship and the limitations on the relationship between the parties.

Agreement

Now, Therefore, in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties agree as follows:

1. **Relationship of the Parties and Other Matters.**

1.1 Authority. The Academy represents that (a) it is authorized by law to contract with a private entity for the provision of financial services to the Academy, (b) it has been issued a Contract from the Authorizer to organize and operate a public charter school academy, (c) it is authorized by the Authorizer to supervise and control the Academy, and (d) it is vested with-all powers necessary or desirable for carrying out the duties contemplated in this Agreement. To the extent permitted by law, the Academy hereby authorizes and grants to MAST, the necessary authority and power to perform under this Agreement.

1.2 Relationship of the Parties. MAST is not a division, subsidiary or any part of the Academy. The Academy is a corporate and governmental entity authorized under the Code. The Academy is not a division or any part of MAST. The relationship between the parties hereto was developed and entered into through arms-length negotiation and is based solely on the terms of this Agreement.

1.3 MAST as Independent Contractor. The parties to this Agreement intend that the relationship of MAST to the Academy is that of an independent contractor, and not an employee of the Academy. No agent or employee of MAST shall be determined to be an agent or employee of the Academy, except as expressly acknowledged, in writing, by the Academy.

1.4 No Related Parties or Common Control. The parties hereby agree that none of the voting power of the governing body of the Academy will be vested in MAST or its directors, members, managers, officers, shareholders, or employees. Further, the Academy and MAST are not, and shall not become: (a) members of the same controlled group, as that term is defined in the Internal Revenue Code of 1986, as amended (the "**IRS Code**"); or (b) related persons, as that term is defined in the IRS Code.

1.5 The Board. The Board is the governing body with oversight responsibilities over the Academy. The parties acknowledge that throughout this Agreement the term "**Board**" and the term "**Academy**" are sometimes used interchangeably in some sections for the sole purpose of readability based on the nature and subject-matter of the article/section. This Agreement is executed by a duly authorized member of the Board (on behalf of the Academy), and by so executing this Agreement the Board acknowledges and accepts all obligations and responsibilities related to the Board as set forth in this Agreement.

2. **Term**

2.1 Term. The term of this Agreement shall be (2) years beginning October 25, 2022 and ending on October 25, 2024 (the "**Term**"), subject to earlier termination under Section 5. For purposes of this Agreement, an "**academic year**" shall mean the fiscal year beginning July 1 and ending June 30 of the following year.

3. **Compensation and Reimbursement of Costs**

3.1 Compensation for Services. Annual engagement fee of **$95,000** to be paid in monthly installments. (such applicable amount being the "**Fee**").

3.2 Payment of Fee. Any Fee or installment thereof not received within 10 days when due shall be subject to a late charge equal to 5% of the amount due. Any fee or installment thereof not received within 30 days when due shall begin to accrue interest at the rate of 1% per month or the highest legal rate, whichever is less, until paid.

3.3 In addition to the Fee, the Academy shall reimburse MAST on request for any expenses incurred by MAST on behalf of the Academy. MAST will also request reimbursement for airfare expenses to the Academy.

3.4 Other Institutions. The Academy acknowledges that MAST may enter into agreements similar to this Agreement with other public or private educational schools or institutions (the "**Institutions**"). MAST shall maintain separate accounts for reimbursable expenses incurred on behalf of the Academy and for reimbursable expenses incurred on behalf of the Institutions. MAST shall only charge the Academy for reimbursable expenses incurred on behalf of the Academy.

4. **Financial Services**

4.1 Fiscal Services. MAST shall provide the Academy with accounting services that meet Nevada School Accounting standards. The Services shall include, but are not limited to, the following:

CFO-Level Financial Strategy & Planning

- MAST will work with the school administration and board to develop a long-term financial plan that is aligned with the school's vision and goals, and to ensure financial stability. This includes, but is not limited to, planning for capital and operating reserves, attending meetings as needed, and managing all financial operations of the academy.

Back-Office Services

- MAST will oversee the back office services being carried out by the school based accountant. This includes reviewing cash flow, reconciliations, accounts payable, accounts receivable, and payroll and benefit oversight. Depending on the accounting system's functionality, board members are encouraged to have look and browse access to the school's accounting system so they can have real-time financial information. No employee of MAST is permitted to sign a check on behalf of the school.

Financial Procedures

- Sound financial procedures and controls will be implemented to ensure all assets are safeguarded and in financial compliance with appropriate regulations and policies.

Budget Development

- MAST will prepare the school's budget with the assistance of the school based accountant, school administration and board-appointed finance committee. This will involve working closely with interdepartmental leaders, such as facilities and technology, to ensure all needs are incorporated to the budget. Throughout the budget development process, the board's strategic plan and the academic needs of all students will serve as the compass for creating the school's budget.

Monthly Reporting & Budget Monitoring

- Prepare monthly financial statements for the board to review five to seven days prior to the board meetings. Reports will be prepared in a format acceptable by the board and its authorizer.
- Reviewing year-to-date revenue and expenses, meeting with departmental leaders, making sure funds are being spent as budgeted, monitoring cash flow and proposing any necessary amendments.

Grant Management

- MAST will manage the funds from federal grants (Title I, Title II, ESSER and IDEA), to ensure they are being spent correctly.

Year-End Financial Reporting

- MAST will manage all financial-related reporting and accounting for year-end.

Lead the Annual Financial Audit

- MAST will lead the annual financial audit by working with the board's approved audit firm to ensure all documentation is provided for a clean and successful audit.

Board appointed finance committee

- MAST will work closely on everything finance related with the finance committee throughout the year to ensure full transparency and accuracy on all fronts.

Level of Interaction

- Adam Holcomb will work directly with the school administration and the board finance committee on an ongoing basis. There may be times when a representative of MAST will work with the school, but Adam will be the point of contact.
- On site meetings will be as needed and will vary depending on the time of year, financial related events (budget development, financial planning, audits, etc) or any other event that reasonably requires in person meeting.
- Phone, text, email, and video conferencing will be utilized when not in person.

5. **Termination**

5.1 Termination by MAST. MAST may terminate this Agreement prior to the end of the Term in the event the Board fails to remedy a material breach of this Agreement within the time frames required herein. The Academy has ten (10) days after notice from MAST to remedy a breach that involves the payment of a Fee or other sums owed by the Academy to MAST. The Academy has thirty (30) days after written notice from MAST to remedy all other material breaches. Termination prior to the end of the Term shall not relieve the Academy of any financial or other obligations to MAST outstanding as of the date of termination. Failure by MAST to (a) declare a breach, (b) place the Academy on notice thereof, or (c) fail to exercise or exert any remedy available to MAST under this Agreement or applicable laws, shall not be deemed a waiver of MAST's right and remedies whatsoever.

5.2 Termination by Academy. The Academy may terminate this Agreement prior to the end of the Term in the event MAST fails to remedy a material breach of this Agreement within the time frame required herein. MAST has thirty (30) days after written notice from the Academy to remedy material breaches. Termination prior to the end of the Term shall not relieve the Academy of any financial or other obligations to MAST outstanding as of the date of termination. Failure by the Academy to (a) declare a breach, (b) place MAST on notice thereof, or (c) fail to exercise or exert any remedy available to the Academy under this Agreement or applicable laws, shall not be deemed a waiver of the Academy's right and remedies whatsoever.

5.3 Termination of the Charter Contract. This Agreement will immediately terminate upon the Academy ceasing to be a party to a valid and binding Contract.

5.4 Change in Law. If any federal, state or local law or regulation, or court or administrative decision, or attorney general's opinion (collectively referred to in this Agreement as the "applicable laws") has a substantial and material adverse impact (as reasonably determined by the party suffering the impact) on the ability of the impacted party to carry out its obligations under this Agreement, then the impacted party, upon written notice, may request a renegotiation of this Agreement. If the parties are unable or unwilling to successfully renegotiate the terms of this Agreement within ninety (90) days after the notice, and after making good faith efforts which shall include, but not be limited to, the use of a third party arbitrator and/or alternative dispute resolution process, the impacted party may terminate this Agreement as of the end of the then-current academic year.

5.5 Transition. In the event of any termination prior to the end of the Term of this Agreement, MAST shall provide the Academy reasonable assistance for up to thirty (30) days to assist in the orderly transition to another service provider or to a regular school. Notwithstanding the foregoing, MAST shall not be obligated to provide such reasonable assistance if the reason for the termination was the documented willful misconduct of the Academy which resulted in financial damages to MAST exceeding $5,000, as reasonably determined by MAST.

5.6 Obligations upon Termination or Expiration. Upon any termination or the expiration of this Agreement, the parties shall remain obligated for all financial or other obligations due at the time of the termination or expiration.

6. **Indemnification & Cooperation**

6.1 Indemnification of MAST. To the extent permitted by law, the Academy shall indemnify, save, and hold harmless MAST and all of its employees, officers, directors, subcontractors, and agents against any and all claims, demands, suits or other forms of liability that might arise out of or by reason of any noncompliance by the Academy with any agreements, covenants, warranties or undertakings of the Academy contained in or made pursuant to this Agreement, and any misrepresentations or breach of the representations and warranties of the Board and the Academy contained in or made pursuant to this Agreement. In addition, the Academy shall reimburse MAST for any and all legal expenses and costs associated with the defense of any such claim, demand or suit.

6.2 Indemnification of the Academy. MAST shall indemnify, save, and hold harmless the Academy and all of its employees, officers, directors, subcontractors, and agents against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of any noncompliance by MAST with any agreements, covenants, warranties, or undertakings of MAST contained in or made pursuant to this Agreement, and any misrepresentation or breach of the representations and warranties of MAST contained in or made pursuant to this Agreement. In addition, MAST shall reimburse the Academy for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit.

6.3 Indemnification for Negligence. Each party to this Agreement shall indemnify and hold harmless the other, and their respective boards of directors, partners, officers, employees, agents, and representatives, from any and all claims and liabilities which they may incur and which arise out of the negligence of the other party's trustees, directors, officers, employees, agents, or representatives.

6.4 Mutual Duty to Cooperate. The parties acknowledge that each party has a duty and obligation to cooperate with the other party, and further that such duty to cooperate is a material part of this Agreement. The purpose of the duty to cooperate is to enable each party to perform its obligations as efficiently as possible. The duty to cooperate shall include all areas of the business of the Academy and the Services, including but not limited to potential and actual issues related to employees or teachers as they arise. The duty to cooperate also includes reasonable assistance in the event of litigation or a dispute involving a party related to the Academy or the Services provided, such as provision of testimony, records and/or documents reasonably related to the litigation or dispute (which are not otherwise protected from disclosure).

7. **Insurance**

7.1 Academy Insurance. The Academy shall maintain such policies of insurance coverage in the amounts as required by the Contract. MAST shall comply with any reasonable information or recording requirements under the Academy's policies of insurance), to the extent reasonably practicable. The Academy shall name MAST as an additional insured on its general liability policy and shall provide MAST with a certificate evidencing such coverage.

7.2 MAST Insurance. MAST shall maintain separate general liability and umbrella insurance coverage, with the Academy listed as an additional insured on all policies.

7.3 Workers, Compensation Coverage. Additionally, each party shall maintain workers' compensation insurance, as required by state law, covering their respective employees.

8. **Warranties and Representations**

8.1 Warranties and Representations of the Academy. The Academy represents to MAST that (a) it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, (b) its actions have been duly and validly authorized, and (c) it will adopt the necessary resolutions or ·expenditure approvals required for execution of this Agreement.

8.2 Warranties and Representations of MAST. MAST represents and warrants to the Academy that (a) it is a Michigan limited liability company in good standing duly authorized to conduct business in the State of Michigan, (b) it has the authority under applicable laws to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, (c) its actions have been duly and validly authorized, and (d) it will adopt any and all resolutions required for execution of this Agreement.

8.3 Mutual Representations and Warranties. Each party represents and warrants to the other party that except as disclosed in writing to the other party, to its knowledge, there are no pending actions, claims, suits, or proceedings, whether threatened or reasonably anticipated, against or effecting it, which if adversely determined would have a material adverse effect (as might be reasonably determined by the non-affected party if disclosed) on its ability to perform its obligations under this Agreement.

9. **Alternative Dispute Resolution.** Any and all disputes between the parties concerning any alleged breach of this Agreement or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement shall be resolved by binding arbitration, and such procedure shall be the sole and exclusive remedy for such matters. Unless the parties agree upon a single arbitrator, the arbitration panel shall consist of three (3) persons. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association seated in Kent County, Michigan, with such variations as the parties and arbitrators unanimously accept. The arbitrators' award shall be final and binding. A

judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction, by any party, without the consent of the other party. The losing party shall pay the cost of arbitration, not including attorney fees. It shall be within the discretion and purview of the arbitrator or arbitration panel to award reasonable attorney fees to the prevailing party.

10. **Miscellaneous**

10.1 Entire Agreement. This Agreement supersedes and replaces any and all prior written or oral agreements and understandings between the Academy and MAST. This Agreement constitutes the entire agreement of the parties.

10.2 Force Majeure. Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, accident, labor strike, flood, terrorism, or other acts beyond its reasonable control.

10.3 Governing Law. This Agreement and the rights of the parties hereto shall be interpreted according to the laws of the State of Michigan.

10.4 Official Notices. All notices or other communications required by the terms of this Agreement shall be in writing and sent to the parties at the addresses set forth below. Notice may be given by certified or registered mail, postage prepaid, return receipt requested, or personal delivery or by a nationally recognized overnight courier services (ex: Federal Express, UPS). Notices shall be deemed to have been given on the date of personal delivery or courier delivery, or, if given by mail, the postmark date. Unless amended or updated in writing, the addresses of the parties hereto for the purposes of this Agreement shall be:

The Academy:	Amplus Academy c/o _Rachelle Hulet 8377 West Patrick Lane Las Vegas, NV 89118
MAST:	MAST Financial Group, LLC c/o ___________________________ ______________________________ ______________________________

10.5 Assignment. This Agreement shall not be assigned (a) by MAST, without prior written consent of the Academy; or (b) by the Academy, without the prior written consent of MAST. MAST may, without the written consent of the Academy, delegate the performance of but not responsibility for any duties and obligations of MAST hereunder to any independent contractor, expert or professional adviser.

10.6 Amendment. This Agreement may only be amended in writing, signed by a duly authorized representative of each party.

10.7 Effect of Headings. The underlined headings are included for convenience of the reader, and if the underlined headings are inconsistent with the other text the underlined text shall be disregarded.

10.8 Waiver. No waiver of any portion of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated in writing.

10.9 Severability. The invalidity of any portion or term of this Agreement shall not affect the remaining portions or terms of this Agreement. In the event a portion or a term of this Agreement is deemed invalid, the parties shall cooperatively work together to modify the invalid portion or term as minimally as possible to cure the invalidity, while at all times preserving the spirit and purpose of the applicable portion or term.

10.10 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

10.11 No Third Party Rights. This Agreement is made for the sole benefit of the Academy and MAST. Except as otherwise expressly provided herein, nothing in this Agreement shall create or be deemed to create a relationship between the parties, or either of them individually with any third person, third party beneficiary, fiduciary, or the Authorizer.

10.12 Survival of Termination. All representations, warranties, and indemnities made in this Agreement shall survive any termination or expiration of this Agreement without limitation.

10.13 Delegation of Authority; Compliance with Laws. Nothing in this Agreement shall be construed as delegating to MAST any of the powers or authority of the Board which are not subject to delegation by the Board in accordance with all applicable laws. The parties agree to comply with all applicable laws.

10.14 Execution. The parties may execute this Agreement by facsimile, by .pdf, or in counterparts. A facsimile or photographic copy of this Agreement may be relied upon by either party, or any third party, as if it were an original signature copy. If this Agreement is executed in counterparts, the separate counterpart signature pages shall be combined and treated by the parties, or any third party, as if the separate counterpart signature pages were part of one original signature copy.

10.15 Review by Independent Counsel. The parties agree that each has reviewed, or had the opportunity to review, this Agreement with its own independent legal counsel prior to the execution of this Agreement.

The undersigned hereby execute this Agreement as of the Effective Date.

MAST Financial Group, LLC, a Michigan limited liability company

By: ______________________________

Its: President and CEO

Amplus Academy, a Nevada public charter school

By: Rachelle Hulet

Its: Executive Director

EST. 2020

HOME OF THE ARCHERS

MEMORANDUM

DATE: October 24, 2022 Board Meeting

TO: Amplus Governing Board

FROM: Rachelle Hulet, Executive Director

STAFF: Rachelle Hulet, Executive Director

SUBJECT: **12d**. City National Bank Signatories

BACKGROUND:

Due to the recent change in board composition and officers, the records and account access with City National Bank need to be updated. It was recommended by Dr. Carpenter that one or two board members who are NOT actively involved in the financial oversight should have signatory authority just so the board can always be assured that it will have access to the accounts. This would be necessary in the event of a change in management.

RECOMMENDATION:

Approve that signatory rights be assigned to two directors, excluding members of FOC.

MEMORANDUM

DATE: October 24, 2022 Board Meeting

TO: Amplus Governing Board

FROM: Rachelle Hulet, Executive Director

STAFF: Rachelle Hulet, Executive Director

SUBJECT: **12e**. City National Bank account access

BACKGROUND:

Due to the recent change in board composition and officers, the records and account access with City National Bank need to be updated. It was recommended by Dr. Carpenter that all board members should have view-only access to the accounts.

RECOMMENDATION:

Approve all active board directors have view only access to all financial accounts with City National Bank.

AMPLUS ACADEMY

October 24, 2022

Long Range Calendar

Upcoming Board Meetings

- December 1
- January 5
- February 2
- March 2
- April 13
- May 4
- June 1

December
- SPCSA Site Evaluation
- Annual Audit (Due to SPCSA 12/1)
- Approval of Amended Budget

January
- Election of new Board Members
- Capital Improvement Plan

February
- 22-23 School Calendar
- Federal Single Audit (Due to SPCSA 2/28)

March

April
- Tentative Budget
- English Learner Policy

May
- Final Budget