

Lorna James-Cervantes, President
Sylvia Lazos, Treasurer
Dr. Alain Bengochea, Secretary
Nicole Thompson, Officer
Jaime Gonzales, Officer
Dachresha Harris, Officer
Dr. Alee Moore, Officer
Heather Nay, Officer

Miriam Benitez, Executive Director



Strong Start Academy Board Meeting Minutes
June 7, 2022
4:00 pm

Lorna: Sylvia Lazos?

Dr. Lazos: Present.

Lorna: Alain Bengochea? Jamie? Alee? Alee. Alee. Dachresha?

Dachresha: Present.

Lorna: Nicole?

Nicole: Present.

Lorna: Heather? Okay, if she comes in...either Jamie or Heather come in a little bit later, we will note that for the record, but at this time, I believe we do have quorum. We have one, two, three, four, five board members of the nine present. So, we'll go ahead and get started. This is a public meeting, and it will be conducted in person and virtually. And we are, at this time, ready to take public comments if there is any. Comment during this portion of the agenda must be limited to matters on the agenda for action. If you wish to be heard, come forward and give your name for the record. The amount of discussion, as well as the amount of time any single speaker is allowed, will be limited to two minutes absent board approval. And I do not see anybody in the board room right now who's ready for public comment and I don't believe we see anybody online either, correct? All right, thank you very much. For the record, Alain Bengochea has joined us, so he is present for the meeting.

Alain: Yes.

Lorna: And so has Jaime. Jaime. Very good. Thank you. All right. At this time, we will move to item number four on our agenda to possible action to approve the final minutes by reference of the May 3rd, 2022 board meeting. And prior to other discussions, I did notice one mistake on page one of the minutes. Sylvia Lazos, Dr. Lazos was not present at that meeting, so we will need to make that correction to the minutes but that was the only thing that I noticed as I read through them. Hopefully, everybody else had the time to read through it ahead of time. If that's

the case, then I would be happy to hear a motion to approve the minutes as written. If you need a few minutes to read through them, please just let me know.

Jamie: This is Jamie Gonzales. For the record, I move that we accept the minutes as amended.

Nicole: Nicole Thompson, I second that motion.

Lorna: Thank you. It's been moved and seconded that we approve the minutes from the May 3rd, 2020 board meeting as amended. All those in favor?

All: Aye.

Lorna: All those opposed? Okay, so that motion has passed and those minutes have been approved as amended and they will be posted to our website and all the other appropriate locations. At this time, we'll move to item number five. This is a report by officers and the executive director on efforts toward completion of the Nevada State Public Charter School Authority, charter school pre-opening readiness checklist, and discussion of pending items. So, Miriam, if you'd like to just walk us through that checklist and anything that we are missing or we need to work on at this time.

Miriam: Okay. Miriam Benitez for the record. And the sheet we're looking at now, and so this spreadsheet is the one that the Charter Authority...as we submit documents, you could see when it's submitted, when they sign off for it, so you'll see that throughout the front. We have several documents that we've submitted, others that they've noted are on today's agenda. Just about everything that is in the enrollment, students, and families, all of that should be knocked out for today. The management, administration, staff personnel, we were waiting for our HR firm to come on board, and Lorna and I met with Bambee. And so, unfortunately, what we have to report is that we've not had the greatest success with them.

And so, Lorna did submit a letter explaining in detail the dissatisfaction with the services, we had been promised all these things at the interview, and then when we finally met with the representative that was assigned to us, basically none of what...the deliverables that we were waiting for turns out are not happening. So, this next time until we meet again, we're going to have to really pull together and start doing some of these things that we were anticipating and expecting them to do, as an example is the staff handbook. So, those of us that were in the interview, we know that they had said they can help us with the staff handbook and now they said they cannot. So, we'll be working closely with Colleen to see how much work they can deliver to us and then with her assistance, fine-tune it and get it ready. So, we'll be tackling those items within this next time until we meet again. Yes, go ahead, Lorna.

Lorna: Can I speak on that for one minute? This is Lorna Cervantes. What Bambee does offer is they will create the individual policy pages to be signed by the employees. So, that part, they can do and that can be compiled into a final handbook, if you will, for the employees. So, parts of those things are being provided or will be provided by them, but not in the way that we

traditionally have seen them in most school settings. So, it's a little bit of a different way of thinking. Also, the other thing under this personnel item that I think has been on my mind and Miriam's is knowing what benefits package we should be offering our teachers as far as health insurance and other things.

So, maybe once she finishes her report, but as she's doing that, maybe you all would think about this. If maybe there's a group that would be willing to form, say, an ad hoc committee to work with Miriam to kind of develop what the benefits package should look like. And I know we have a couple of HR experts who might really be excellent at chiming in on that part of it, so that's why I wanted to mention that here. So, Miriam, back to you.

Miriam: Okay, thank you. Miriam Benitez for the record. So, after the management, the next section is financial management, which today with us here is Kristin from Ed Tech and she'll be presenting that final budget in a few moments. And so, we've looked over this, and everything that we've had to accomplish here, it's pretty much done as well. And then the rest of it, the majority has to do with the facilities and different things like the student records, school nurse, health services, all of those things. Some of it is dependent on the building like that safety plan. Obviously, we can't start writing a safety plan until we have facilities so we know the details of that. So, we're coming along and by our next board meeting in July, the majority of these should have been taken care of.

Lorna: Thank you for that, Miriam. Are there any questions for Miriam, any comments regarding this update, or any thoughts that some of the board members may have regarding the concerns with working on the benefits package for the employees or any of the other items that were on this checklist?

Dachresha: This is Dachresha, I will be more than happy to help you to come up with this package for your staff.

Lorna: Thank you, Dachresha, that would be very appreciated.

Miriam: And there's actually an agenda item about this later on. But we have contacted a broker, so he's getting stuff together. So, when he does submit, that would be wonderful if we have a professional set of eyes looking at that. Thank you.

Lorna: Thank you. Any other questions or thoughts for Miriam? Alain, one thing on this, the board governance, I know you were kind of helping track who all had completed the first training and that was the Open Meeting Law training. We had a few people who had not completed that yet, do we have an update on that section?

Alain: At the moment, I need a confirmation from Nicole Thompson from the remaining ones that hadn't been in it.

Lorna: Okay.

Alain: I'll follow up with the rest of the group.

Lorna: Okay, perfect. Thank you. It's imperative that all board members complete that Open Meeting Law training, please, as quickly as possible. It's a video playback, so it should...and it doesn't take long, the training itself was an hour total. And then also, you were all given information about the good governance meeting. That was another training that...I think we were getting four or five different dates, you could either attend in person or virtually. So, everyone, please make sure that you have signed up for that training too. That's part of the board governance piece here. And are there any other updates on this item?

Dachresha: This is Dachresha, can I clarify something? Alain, you send out a list for the virtual or the in-person, so are you talking about a different training? That was the video? Okay, when we watched the video, we need to let you know?

Alain: Yes.

Dachresha: Okay, because I watched the video.

Alain: Okay.

Woman: I watched it too but I thought I told you. Did I not?

Alain: I don't think so.

Woman: Okay, I watched it before the last meeting.

Alain: We'll just compile it.

Lorna: Yes. Well, I have to check...

Woman: Well, I think I told somebody for the July governance.

Lorna: All right, thank you. On my list, I think that loses two people who need to complete that training and then everybody needs to complete the good governance training as it's coming along. If I may call Amy for the record, if you have the time to come to the in-person training, it might be a good opportunity to meet other board members for other charter schools. It could be a good networking opportunity if you have the time to make to in-person. All right. Thank you very much. Tam.

Dr. Malich: Tammy Malich for the record. I just had a question about the vendor, Bambee, and it was the final response that they're performing as contracted or that they're not?

Lorna: This is Lorna Cervantes for the record. Thank you for that question, Tammy. I did receive a response and I think that both Colleen and Miriam were copied on that response first from their customer service person and also from Vanessa. And she clarified for us that maybe our expectations and what she thought she had presented to us were a little different in what they were going to provide. The other concern we had is that most of the staff training, is that

an additional cost to us above what we had...that's for the compliance training, was above what we had asked for?

She did send me an email today because one of our biggest concerns was that when we met our dedicated HR person, that person was more than half an hour late meeting with Miriam and I. And if I had not called, she would have never gotten on the phone with us and that really was upsetting to us. And so, I was asked today if we would like a new person appointed and I said I think we would. So, my thought is...but if the rest of the board disagrees with me, please let me know, my thought was, let's see if this new person does a better-quality job of meeting the needs of Miriam and of this school. If they do not, I've already laid the groundwork so that if we need to discontinue our contract and seek a different company, we can. But if anyone says no, let's just do it now, then I'd be happy to hear that too.

Dachresha: This is Dachresha Harris for the record, and I agree with you switching, I'm in support of that. My question is I know...I missed the last meeting but I know in the meeting before that, it was presented what Bambee would provide and how much the family was going to be charged for this. Are we modifying that if they're not providing the services that they led us to believe that they're going to be...that they would provide?

Lorna: Lorna Cervantes for the record, that's up to the discussion of the group. I know that when they sent out for us again, the original presentation that was given to Miriam, myself, and...I can't remember if anybody else was in on that presentation or not. But after looking back at the written documents that were given to us, it really matched what they said they were providing. So, like I said, I think our understanding may not have fully matched what we thought we heard. And so, in that presentation, the total amount was, I think, \$6,000 that we paid ahead of time, not to say that that's not a lot of money because it is. And if we do not get service moving forward, then I think we should definitely ask for either a refund and/or some other compensation for the lack of services, I would agree with that. Is there anybody else who would like to weigh in on that or give me other thoughts as to how we should proceed?

Dachresha: Dachresha Harris again for the record.

Lorna: Go right ahead, Dachresha.

Dachresha: I know that it's just because we're at the ninth hour, we kind of don't have really options right now, but I don't think...it just sounds like rather distasteful how they started out this process, so I don't think that we should continue to work with them on a long-term basis, maybe just get ourselves situated and off the ground for the school year and maybe look for another provider.

Lorna: Thank you for that. Lorna Cervantes for the record. Dachresha, I appreciate that comment. Naturally, Miriam and I and Colleen had a similar conversation, thinking, "Let's just move with where we are right now, gets us started, and then we can start looking for another provider that will provide better service and maybe, you know..."

Dachresha: My services from HR to participate in that to make sure that you get the services that you need.

Lorna: Thank you. We appreciate that. Thank you so much. Any other comments or thoughts about that? Miriam, where is...no, enrollment was not part of this update comments. Okay. All right, thank you very much. If there aren't any other questions, we will go ahead then at this time and move on to item number six, report by officers and the executive director regarding Strong Start Academy Elementary School financial operations, including but not limited to the final budget. So, Miriam, if you and Kristen would like to go ahead at this time and present that information to us, we would appreciate it.

Miriam: And actually, I'll leave that all to Kristen. She's the numbers gal, so she'll do a much better job.

Kristen: Okay, well, thank you. Kristen Deeds for the record. I hope you guys can hear me okay. I don't know why I'm standing but hopefully, [inaudible 00:17:21]. Here? Sure. So, I'm just going to walk through the assumptions that are included in this final budget. And please just know that this budget, even though it's called the final budget, it is by no means final. It's very, very preliminary and we will have opportunities to amend it as we go through the year. But I did include on page two of the presentation, some of the major assumptions around revenues and enrollment. We have an enrollment at 180 students and special ed percentage at 12%, English language percentage at 50%, and the average percentage at 90%.

And on the federal revenue side, Titles I through IV and IDEA, these amounts actually came from SPCSA, and we did submit applications, which I believe have all been approved at this point. So, these numbers are preliminary at this point, they could change if the enrollment numbers...final enrollment numbers ended up being different, but this is what funding and reimbursements would be based on for at least the first half of the year. We've also included the CSP grant because that grant was 750,000 and we'd have timing-wise the majority of it or a big chunk of it happening by June 30th. Anything that doesn't happen by then, we'll just roll into next year and we'll have equal revenues and then these expenses will move over. But this budget does include expenses totaling 223,000 expected to happen between July 1 of 2022 through June 30th, '23.

And then on the last federal revenue that's listed here is NSLP. That's the National School Lunch Program. So, this budget assumes participation in the food program and that reimbursements of meals will be submitted on claims and reimbursed for the majority of the meals and there's an offsetting expense that's a little bit more than this, this program typically runs at a little bit of a loss. So, that's what we've included in here as an assumption. On the state revenues, we really only get one funding source that's state in the first year of operation and it's your PCFP base funding and that's about \$7,293 per student. So, this is the number that we've got, \$1.3 million included in the budget. We don't get any state special ed in Year 1, it's based on prior year special ed students, so that won't kick in until next year.

And then in terms of contributions, what we've done is we incorporated into this budget all of the expenses that are necessary for Year 1 and those items that have not been assigned to the restricted programs, we have them coming out of the contribution from the grant from the City of Las Vegas. And we've only included the revenue to the extent of expenses, assuming that the rest would carry over and be used either in the following year or for other purposes, I know there's a possibility of using it for facility-related items. So, that's why the number is kind of a strange number, but this is the total of all of the expenses that we have assigned as being paid for out of the grant funds. So, anybody have any questions on that? I know it's a little bit confusing. Okay.

And in-kind donations, originally, we had some assumptions in here around the facilities that some rent costs would be offset by in-kind donations. What we've done here is we made an assumption that there would be a small cost to the facility with no in-kind donations. That could change, there's some unknowns around exactly how the facilities costs are going to come out. But here I'm just going to share with you what was included in this budget and if anything sounds really off base, we can always adjust it. So, that's it on the revenue side, and then I did include a slide here on slide three just kind of accounting for the amended City of Las Vegas grant up to \$7 million. The school did receive \$900,000 and we have that captured in this Year 0 planning year.

And then the amount that we're expecting to spend this coming year is the \$2,599,000, and then the remaining...a balance of the \$7 million is what I'm assuming as a carryover, which may either be used in the future year or for other purposes. On page four, we have the expenses, a very high-level list of the expenses. At the very back of this presentation, there is a more detailed by line item listing of all of the revenues and expenses that you can refer to but I just wanted to give kind of a high overview here. We're showing that total salaries and benefits is making up about 55% of total expenses. This is a little bit skewed in Year 1 because you've got so much startup expenses happening. You can see the kind of purple color is supplies, which is all the furniture and equipment and computers and everything, so it's kind of throwing these numbers off.

In a typical year, you will probably have closer to 65% to 70% of your expenses being payroll-related and then you'll have a little bit larger in facility costs. So, this is a little bit wonky but I just wanted to explain that. And then I did list some of the largest expenses just for your information so you can see what some of the driving expenses are in this budget. On slide five, we have a summary of staffing. We're anticipating 21 staff in Year 1, and that includes 15 teachers, including both the grade-level teachers, special ed, special elective teachers, and your EL teacher. So, that's 15. And then we've got the administrator, we've got some office operations, we did include a custodial position here, anticipating that there would be that need for the facility, and instructional support positions as well.

And then on page six is our summary of the budget. We did have a tentative budget that had to be submitted on April 15th, so that's on the left-hand column. And then the middle column is what we have for the final budget reflecting total revenue of \$4,393,189 and total expenses are \$3,212,991 for a net operating income of \$1,180,198. And we always are looking at reserves, we want to make sure that we maintain healthy reserve balances going into the future. And this is definitely a strong Year 1 budget, it looks really great, you have a very strong reserve. And reserve is calculated as your ending fund balance as a percent of your expenditures. So, a 62% reserve would be extremely strong going into the future. On page seven, we did include a cash flow.

There's a lot of assumptions in this cash flow. Some things that will definitely skew kind of how this lands are what the audited enrollment number is come this Friday and that will reduce the amount of state funding that you'll get in the first few months. They will get trued up in the October payment but that would mean that some of your July, August, September state revenues will be lower than typical. And this also does assume that the amounts that would be coming from the City of Las Vegas grant would happen at the beginning of the year to help weather cash flow challenges. So, that's why this is showing a significant uptick in August and then kind of maintaining and spending down grant money and receiving and spending the federal and state monies throughout the year.

And then just some things to think about in terms of this budget. As I mentioned, it's definitely preliminary even though it's considered final, we are required to submit it to the state and to the authorizer by tomorrow end of day. And the things that could really change these numbers would be the enrollment if at the end of the day, it's something other than 180. The actual facilities costs...oh, I didn't mention on the expense side. What we've included as an assumption here is a cost of \$10,000 per month on the facility. So, that's the expense that's in this budget right now. And then the federal revenues, they could change depending on what's available at the state level and then also what your enrollment numbers going to be and your demographics.

And then cash flow, timing-wise, we made a lot of assumptions around when we're going to get reimbursed on all the federal programs and sometimes things get delayed, so we could see some changes in the cash flow for this year. And then at the back in the exhibits, as I mentioned, there is a pretty detailed report showing the revenues and expenses by program and by line item. So, if there's any questions on those, I'd be happy to answer. And yes, one of the requirements of the final budget going to the state is that there is a cover page that needs to be signed by the board chair and every board member. So, that is the piece of paper that has just been handed to Lorna. Any questions?

Dr. Malich: I have some questions.

Kristen: Yeah.

Dr. Malich: Tammy Malich, City of Las Vegas, for the record. So, the City of Las Vegas contribution, it will actually be 5.8...up to seven is 5.8 when we take out the total building cost, depending on another agenda item and how that plays out. Can you estimate for me...it doesn't have to be right now, but if I need an estimate of a Year Two operating costs, so more of a typical year, all things considered, can you give me a dollar figure?

Kristen: I could get back to you on that. Kristen Deeds for the record. Yeah, I wouldn't want to do that...

Dr. Malich: No, it doesn't have to be...

Kristen: Yeah, definitely, we can actually work on coming up with the actual Year 2 budget. It's in the works to do, it's just...

Dr. Malich: Okay, that's fine. Question three, do you know off the top...and if not, probably a question for Miriam and I'll research, the NSLP requirements are...what are the requirements to make the school eligible? Like, what do we have to have in place to be eligible? I know that for our safety programs, for example, we use shelf staples because we don't have worming....you know, but I would imagine there are some rules. You know?

Miriam: Miriam Benitez for the record. I have spoken to the folks from the Nevada Department of Agriculture and that was a concern and we're kind of on hold until we knew what our building was because they need to know what kind of...like how big our kitchen was, how it's structured. But they said it's a quick turnaround and it's not hard to qualify because we could...some of their schools opt for the already prepared meals and worst-case scenario, we can go that route. And so, they didn't seem to be worried at all.

Dr. Malich: Okay. Then, I'll save any further comments for after the other item around the facility. Last question is those state spared dollars, so I thought I heard on one of those charter school trainings that if the school enrolls kiddos protected under IDEA that have significant needs, that there was kind of a pot of money that the Charter Authority had set aside that you could apply for or appeal to a kiddo who needed like assistive technology or, you know, some kind of piece of equipment that's expensive and we're not getting those state dollars. Is that accurate?

Kristen: Kristin Deeds for the record. Yes, there is, there are certain times where you can apply for exceptional needs funding and you will have the opportunity to do that based on your current enrollment.

Dr. Malich: Okay.

Miriam: And Miriam Benitez for the record. Just to clarify how the funds we allocated, the \$26,000 that we were granted, we specifically put that towards a company to offer indirect or direct services if we didn't have the personnel.

Dr. Malich: [crosstalk 00:30:08]

Miriam: Yes, so we have that cushion as well.

Dr. Malich: Okay. Thank you.

Lorna: Thank you. Other questions or comments? This is Lorna Cervantes for the record, I do have just two quick questions. One, does each board member who's here need to sign on the left-hand side here? Okay, just making sure of that. And secondly, in the reimbursements that you were looking at, does that include the reimbursements from the Opportunity 180 grant, that \$720,000 grant? Was that figured into the final budget?

Kristen: Kristen Deeds for the record. Yes, the CSP grant does include expenses and revenues. They're split between Year 0 and Year 1. I think the majority will end up in Year 1, so it will shift a bit but it will have equal revenues and expenses.

Lorna: Thank you, I didn't realize that that's how it was noted here but thank you. Any other questions or comments for Kristen or Miriam regarding the final budget? Yes, go ahead, Alee.

Alee: Alee Moore for the record. Just maybe kind of going off of what Dr. Malich was saying about the second year. So, the numbers, the assumptions that we have here are based on, right, just the...what is it, is it K through 1 at this point?

Miriam: K to 2.

Alee: K to 2, so as enrollment grows, I know we were talking about the pie chart being skewed, so those numbers will adjust too as we add personnel and have more supplies? Okay.

Lorna: Lorna Cervantes for the record. All great questions and we will continue to bring the budget back at intervals throughout the year so that all board members can have a look at where we are with the budget, at the expenditures, and bring forward any questions you may have at the time, and we thank you for this presentation. However, I know we are signing the form but I believe we do need a motion from a board member to adopt the final amended budget as presented.

Dachresha: I motion to adopt the final budget.

Lorna: Thank you. That was Dachresha who moved to approve the final budget as presented tonight. DO we have a second for that motion?

Alain: Alain Bengochea, second.

Lorna: Thank you. It's been moved and seconded that we approve the final budget for the 2022 school year as presented tonight. All those in favor?

All: Aye.

Lorna: All those opposed? That motion passes unanimously, thank you very much. And thank you to both Kristen and Miriam for all your work on this. I know it's been a lot of work, so thank you. All right, at this time, we will move on to...at this time, I would like to ask that we table items number eight and nine for our next meeting. We're not quite prepared to move forward with those policies at this time because there were other matters that we felt more pressing like our facilities and personnel. So, unless there are any concerns, we will table those two items. All right, thank you so much. So, at this time, let's move to item number 10. This is a report by the executive director regarding the account status with the Department of Public Safety that is needed to move forward with fingerprinting for all board members.

Miriam: Miriam Benitez for the record, and the Department of Public Safety, as many other of the entities that I've been speaking with, we are on pause until we have a facility, we can't move forward until then to get that fingerprinting. So, as soon as we get the facilities, I'm just to email them and I'm expecting...they said a quick turnaround, that's all they're waiting for.

Lorna: Thank you for that report, Miriam. Are there any questions by any board members? All right, and Lorna Cervantes for the record, and I want to just remind everybody that once we do get that approval to move forward with the fingerprinting, we're going to do our best to arrange for that to take place at a board meeting so that it's really more convenient for all board members just to be able to complete the fingerprinting at that board meeting while we're already together. So, thank you for that update.

Dr. Malich: Question. Dr. Tammy Malich for the records, City of Las Vegas. I thought I read in the charter laws that any individual who is licensed as a current teacher or administrator. Does that include any other categories or just licensed teacher or administrator?

Lorna: Anyone that has contact with students has to be fingerprinted.

Dr. Malich: Like a university professor would be covered...

Lorna: If he was fingerprinted for his license.

Dr. Malich: Okay, gotcha.

Lorna: Okay, so what that...Lorna Cervantes for the record, what that means is that Miriam and I, for example, would not have to be fingerprinted because I'm a licensed administrator and educator in the state and I have to be fingerprinted in order to maintain that license. Same with Nicole. But everybody else would need to be fingerprinted.

Dr. Malich: And for the record, whether it's helpful or not, Tammy Malich, my team is also...because we work with vulnerable populations, they all have to be fingerprinted, background checks, and CAMs as well.

Lorna: Thank you very much.

Colleen: And Colleen McCartney, board counsel for the record. I will also be circulating at some point here the next few weeks an affidavit that all the board members need to sign which basically says that you don't have a prior criminal history that we need to go back to the Charter School Authority as well. Just a heads up.

Alain: Thank you.

Alee: Alee Moore for the record. Is that any license with the state, or is it just for a school person? I'm asking because I'm a licensed social worker with the state, so I didn't know if that was applicable or not.

Colleen: Colleen McCartney, board counsel, I believe it's only if you've been licensed as a teacher because I think those are the records they have access to.

Alee: Gotcha.

Lorna: Thank you for that question, Alee, and if we find out differently, we'll let you know. All right. Any other questions regarding the fingerprinting. All right, thank you, everybody. At this time, we would like to move on to items 11, 12, 13. Really, these three items all revolve around the facility itself that we've been speaking around all night. So, we'll begin with item number 11, discussion for possible action to approve two proposed sites for the Strong Start Academy Elementary School. One, 9th Bridge School, located at 310 South, 9th Street, Las Vegas, Nevada. And two, Cashman Center, located at 850, Las Vegas Boulevard, Las Vegas, Nevada, and to identify the 9th Bridge School as the preferred facility. So, is there a presentation of this information or just open for discussion at this time?

Dr. Malich: Dr. Tammy Malich for the record. As far as presentation, no, I have information. Cashman Center is a site that we did tour. It is a site that is owned by the city. It is currently zoned such that it's a civic zone, so it could be an educational facility without going to Planning Commission. However, it would need tenant improvements that are pretty significant and the concern is that it could not be...it might not be turned around. The turnaround time is July 8th for the Charter Authority sign-off for the August 8th opening of school. And it is also would be a colocation situation where there are two other tenants on sites.

One is FEMA uses a portion of that building. It is a portion of the building that kids and teachers wouldn't have to go through but it has all of their FEMA gear like jeeps and helmets and such. And then the Las Vegas Lights use it on off days, weekends, evenings. Again, they don't use the convention side, they use the arena side. But nevertheless, it would be a colocation situation. So, those were some of the City of Las Vegas concerns around Cashman Center. Okay. The 9th Bridge School was...for those of you that are unaware, it was a church. The city purchased the property from the church, sold it to Tony Hsieh in...I don't know, 2010?

Woman: 2012.

Dr. Malich: 2012? 2012, the city put a restrictive covenant on the property that it could only be used as an educational facility. Tony Hsieh through his downtown Las Vegas...no.

Woman: The Downtown Project.

Dr. Malich: Thank you, Downtown Project, renovated it to the tune of \$3 million on top of, and he opened it as a very expensive private school, starting with pre-K and then adding backwards to birth. The original intent was to go from birth through grade 12. That's how the school was designed. And then COVID hit, and so it never got fully operational. However, it did operate as an infant care and preschool and it operated up till May of last year and then Tony passed. And so, that kind of ended the whole school ideology around this building. So, that is a building that the city has been looking at and it is the city's intent to move forward to purchase this building as the building that we would provide to the charter school to use.

However, we can't purchase the building and give it to you as an available use in the timeframe for this to be necessary. So, it is the city's intentions today to move forward with a purchase of this facility and then to lease it back to the charter school for the dollar as stated in the letter, which would also include the city taking care of the CAM charges through our ISF fund, leaving the school with the utilities and custodial costs. So, that brings us to the interim, which I think Colleen is best placed to talk about.

Colleen: All right, so as Tammy just indicated, the amount of time it takes to get the necessary approvals for the city to purchase the building doesn't give us enough time to get open. And so, the sort of stopgap for that is that the proposal is that the entity and the board will enter into a lease agreement with the Tony Hsieh estate for the building until such time as the city completes its purchase. It is also contingent upon the Charter School Authority approving the use of the building. So, in the event that the Charter School Authority said, "No, this isn't gonna work," we wouldn't be stuck in this lease. So, those are the two sort of main provisions as to what all this is dependent on. And in the event that the city, for whatever reason, couldn't move forward with the sale, this lease would also terminate, so all of these things are tied together.

So, the terms would be...the lease term would begin Monday, June 13, as in this coming Monday, and would go until June 30th of 2023, so it would get us through the entirety of the school year. The expectation is, is that the city will complete the sale of the building long before that and then we might enter into a new lease agreement with the city for the property. The monthly rent, as long as this lease agreement is in place with the Hsieh estate, which is really an LLC, it would be \$10,000 a month. For the month of June, because it's a partial month, it would be \$6,000 for the month. There would also be a security deposit of \$10,000. So, right out of the gate as in before Monday, we would need a check essentially for \$16,000 with anticipation that before the 1st of July, there would be another rental payment of \$10,000.

The lease that the estate has proposed is what we call a triple net lease. It's a standard commercial lease, which basically puts us responsible for everything. Which, you know, gave us all a little bit of pause because, obviously, we're a nonprofit corporation trying to get a school underway as opposed to a commercial enterprise. So, sort of the workaround that we have come up with for that is that the city has agreed...well, two things. First, the Hsieh estate has agreed that if there were any major system failures, so HVAC, fire suppression system, you know, the things that are big-ticket items, right? If we were to get in there and all of a sudden, we had to replace an air conditioner...and keep in mind, this building was built in 1946.

It's been updated and renovated many times so we're not talking about, you know, really old systems, but, you know, old buildings have their personality quirks, right? So, the lease provides that in the event that one of the major systems needed to be replaced, the Hsieh estate or the landlord would pay for that, they would then pass along the costs to the city through their purchase agreement. And then there are some repairs that have to happen in order for the facility to be occupied but there's a flooring issue in the big multipurpose room that has to be addressed. It's a safety issue and it has to be addressed, like, right away before we could use that space. I think that's sort of the anticipated lunch room.

So, the city has...sort of the workaround that we come up with is the city will help us to find subcontractors to do the work, the city will supervise the work, we will pay for it upfront, but when the sale of the building is executed, the city will reimburse the school for those costs. Okay? So, the other things, as Tammy mentioned, that we would be responsible for would be parking maintenance, landscape maintenance, and this is...I'm talking about it according to the lease and then I'll talk about the workaround again. Taxes, which are nearly \$2,000 a year. And so, then the workaround, again, that we've come up with the city is they're going to handle the landscape maintenance and the parking maintenance when it's purchased, yes?

Dr. Malich: Yes.

Colleen: Okay, once the building is purchased. So, we'll have to handle those things for that month or two and then the city will handle it going forward, so it won't be an additional expense to the school. But the school will be responsible for utilities going forward and then we'll be able to lean on the city for repairs of those kinds of things as well and thankfully, you have, you know, tremendous city staff to assist with those kinds of things. But we are going to have to address the floor right out the gate and sort of the best guess is that's going to be a \$25,000 or more hit because the floor is going to have to be grounded down and replaced, it's not a minor repair. So, what else is in here? Those are the big things.

The other issue that was in the lease that we've sort of gone back and forth about is, you know, typically in a lease like this, if you wanted to make improvements, landlords require, you know, you provide us with your proposal, you have to get permission, and you have 30 days to consider whether or not [inaudible 00:47:52]. We don't have time for that, right? And so, they've agreed for certain things that they won't require us to get permission. So, that will be

things like if we need to paint, we need to replace flooring or carpet, those kinds of things. Miriam and I had the opportunity to walk the building last week. It is in pretty good shape for the most part. I think, really, other than the floor, maybe some paint, touch-up paint and some paint in the classrooms probably is really the only thing that would be required, like, right out of the gate, don't you think?

Miriam: Yes, I agree.

Colleen: So, we're not looking at, you know, huge expenses there. So, those were the two biggies, the lease is 90%, 95% squared away, I expect we'll have it squared away hopefully tomorrow. It's just been a lot of back and forth. And so, that's what we would be looking at as far as facilities. And then, again, you know, once the city completes the sales, we'll be entering into a new lease with the city. Any questions about that?

Dachresha: Dachresha Harris for the record. So, I have 25k for [inaudible 00:49:07]. So, that's not even including the painting and touch-up?

Colleen: Plus 10,000 for the security deposit.

Dachresha: Plus 10, I know it was missing something. Plus 10,000 for the security for us. But when the city purchases the building, we'll get the 25k back.

Colleen: Correct.

Dachresha: So, really, under 30,000...about 30,000 that will come out of the...truly be hit but within the budget.

Colleen: Well, Coleen McCartney for the record, the other good thing is we won't be paying \$10,000 a month for rent anymore once the city purchases the building.

Dr. Malich: Tammy Malich for the record. Is the security deposit also then refundable?

Colleen: It is refundable.

Dr. Malich: Okay.

Colleen: Yep. And given that we're talking a couple of months' time period, there should be no reason they would return all of it.

Dr. Malich: Tammy Malich for the record. As far as the timeline, our city team is looking to move aggressively on this from a purchase standpoint. It is proposed to be on our council for July 20th...July 20th council meeting? July 20th council meeting, we're hoping to go into escrow by August 8th. So, this truly is...the estate is looking to move quickly, they understand the time constraints as is the city.

Lorna: Lorna Cervantes for the record. Thank you for that clarification from both Tammy and Colleen, I think that really helps us to understand where we are with the facility. Are there any

other questions or concern from any other board members regarding the facility at this time? I will just add to that, because item number 15 is really connected here, that I have worked with Miriam to fill out the...I can't remember the official name, but it is the amendment that goes to the State Charter Authority, basically asking them to amend our application in our contract, saying rather than being at three incubation sites, we would be at one permanent site.

Also, if you remember back to our checklist, it goes back to the unique condition number five that said by November 30th, provide evidence that a long-term facility has been secured. So, it's really going to hit back to that item as well. So, I just wanted you to know that we've been in the process of completing that application and having it ready to go in. I have already submitted to the State Charter Authority a letter stating that we are asking to be placed on the agenda with regard to this amendment and that meeting will be on June 27th. Sylvia Lazos, I see your hand.

Dr. Lazos: Right, I have two questions. Did I hear you say earlier that the Charter Authority has to approve the facility? And if so, if that has to happen, then when would that timing occur? And the second question is, you know, since you're going to sign...the proposal is for Monday to have this lease agreement signed, do you have a lease agreement draft at this point that we can look at so that we can approve the execution of the lease agreement?

Colleen: Colleen McCartney, board counsel. So, I have a draft that is 90% of the way there, and the motion that I would propose for you all, and certainly, I can provide the draft to whoever wants to look at it, would be that you authorize the terms that we've talked about generally and give Lorna Cervantes the authority to approve any other minor tweaks to the lease agreement. Nothing substantive that would change the material terms, but it gives her the authority with my review to approve any final tweaks so we can get it finished.

Lorna: Lorna Cervantes for the record. And Sylvia, per your question, Amy will have that electronic version of the lease agreement and she will send it to anyone who's not here in person to look at the physical copy that is present in the room. Did you have other questions or comments at this time, Sylvia?

Dr. Lazos: Yeah, I'm concerned about...you know, I used to teach corporate law, so I'm being a little bit hyper-vigilant here in this area. But I do think the way we should proceed is to have this 90% draft lease agreement circulated to the entire board now, give us a couple of moments to look at over, and then call for a vote for approval with the conditions...I am very uncomfortable about signing a contract with the amount of dollar signs attached to this without having us look at a document prior to approval.

Colleen: I almost forgot, there's one more issue that we need to discuss because as I was running out the door today, the Hsieh estate wanted to include these provisions in the lease agreement. So, they're not in there now, they're not a big surprise, we've been discussing them,

but to bring you all into the loop. So, the Hsieh estate, part of what their motivation here is, is to allow this building and by extension, the school to be a form of a tribute to Tony Hsieh.

And so, let me lay out for you sort of what the requirements are so everyone understands. So, the school would be named Strong Start Elementary School at the Tony Hsieh Education Center. The building itself would be referred to as the Tony Hsieh Education Center. We would need to update, you know, our website, marketing materials, those kinds of things would include the "At the Tony Hsieh Education Center" moniker. Additionally, the state is requiring that there be a formal naming ceremony and dedication of the school in memory of Tony Hsieh, which each party would be limited to 50 invitees, so the Hsieh estate would get 50 and we would get 50.

And then, the parties should reasonably agree upon other methods of honoring Tony Hsieh, which may include placing sculptures, murals, plaques, or other artwork and/or about the property to be provided by the Hsieh estate, including information about Tony Hsieh in the parent handbooks and on the website, a display case in the administrative lobby of the school similar to the ones you see in the Clark County School District for their namesakes on their schools, and then selecting a school day each year to honor Tony Hsieh. So, these are the requirements. I know there may be some feelings about this and perhaps there should be some discussion about it. But these things are going to be in the lease agreement, but they're not in the draft that I have right now but they will be in there.

Dr. Malich: And Tammy Malich for the record, City of Las Vegas. Those exact same things are going to be in the purchase agreement. So, the city's intent to purchase the building, that was what we negotiated down to, the initial list of asks from the family was much more lengthy. That's when we pivoted to look at another location, Cashman Center. We agreed upon those as doable. So, it is the city's intent to move forward purchasing the building with those, so if that helps or hurts the conversation. And then to another point that Colleen made and Sylvia, just so that you're all aware, I have been in communication with the charter administration for the last couple of months on update about facilities.

So, they are aware, they have been aware that we were looking at the 9th Bridge building to purchase for the school to use, they were aware that we were pivoting to Cashman, they're aware that we have now come to terms on a final purchase. And so, my understanding from the charter administration is that if the building that we select meets the municipality code requirements and we get a certificate of occupancy signed off by fire and health district, that they then will also approve the building. So, the approval from them is more perfunctory insofar as you have to have certificate of occupancy for the municipality. The city team, the worker bees on the city team are touring the building again on Thursday, as well as Miriam.

And they will be...specifically, fire and safety will be there, they'll be testing, they'll be specifically looking at those kind of occupancy requirements to make sure that they then identify, to Colleen's earlier point, any sub-work that needs to be done to make sure that we

have occupancy. The building did have E occupancy ratings that are still on the books. I pulled up all of that information today and the building has E occupancy for 287 occupants in Building 2 and 378 occupants in Building 3, but there is going to be a need to add additional classrooms, that's the other thing. When the city tours...for the future years, when the city tours the building on Thursday, we will also be doing an analysis of where can we build out to make sure that the school has the classrooms necessary for growth up to 18 at the full build-out.

Lorna: Lorna Cervantes. Thank you for that explanation, Tammy, we appreciate that. Am I correct that that lease agreement has been sent out electronically or is being sent out electronically?

Woman: Yeah.

Lorna: Okay, it will momentarily come through. What we could do at this time as we're waiting for that, we could look at motions on items 11, 12, 13 I think it is.

Dr. Lazos: Lorna, I got a couple of questions before we move on.

Lorna: Oh, sorry, Sylvia. And I think Dachresha and Alee, I miss them too. So, go ahead, Sylvia.

Dr. Lazos: Right, I think there might be a little bit more discussion around design, and so let's make sure that we have a full aired-out discussion. These are important decisions and there's probably not going to be a more important decision than the physical facilities of the school. So, I wanted to ask Colleen, why are they insisting on having this naming stuff in the lease agreement? I understood it's the perfect place to purchase, but why are we having this crammed down in the lease agreement?

Colleen: Colleen McCartney, board counsel. I was not expecting it in the lease agreement. Like I said, you know, the reason that I don't have a full draft for you is because there's just been a lot of back and forth the last 72 hours on this. They just asked, as I'm running out the door to get here, whether we could incorporate this information. And I think, really, it's just for consistency but, you know, we could push back on that if that's the board's desire, but keeping in mind that the city is going to approve this in the purchase agreement, so there's really no reason not to put it in the lease agreement because, I mean, this is what's happening if we want this site, which, at this point, I think is sort of where we are.

Dr. Lazos: Well, I mean, taking...you know, the worst-case scenario is that this purchase doesn't happen as quickly as we want it to happen and everybody wants it to happen. Let's say it takes three or four or five months for this to happen and we're taking on the responsibility of signage, for example, and all of these other things that are in the lease agreement. So, I mean, is their expectation that, you know, as soon as we take over, we're doing new signage and putting stuff on there for...is that's the implication of putting it in the lease agreement that we take on the

responsibility almost right away of all this fluffing up to make it look like a Tony Hsieh facility?

Colleen: So, the way that it's written in a letter of intent...and I don't have the latest proposed additions with the Tony stuff for the lease agreement but I believe they're consistent. So, the way this reads is that they would want four months following the closing, and closing would be defined in the lease agreement as the sale as opposed to, I believe, the execution of the lease. So, really, the benchmark for all of these things is tied to the sale. So, four months after the closing of the sale, there would be the naming ceremony and these other things would be part of the equation is my understanding.

Dr. Lazos: So, the lease agreement should say that these obligations for naming are not going to be triggered until there's a transfer of the title of the property to the city. I mean, I just don't want us to be trying to get kids into the building at the same time that we have the Tony Hsieh family going like, "Where is the sign for Tony Hsieh?"

Colleen: And I think that's reasonable and honestly, I don't think they would have any pushback to that. Again, it really is all tied to the sale and there is...you know, you're an attorney, so, you know, I can share this. Like, there's been a lot of back and forth and a lot of trying to figure out what's going in the purchase agreement, what's going in the lease, right? So, you know, some of this, we're still hammering out, which is why, you know, neither agreement is fully vetted at this point.

Lorna: Thank you. I think Alee had a question or a discussion point and then Dachresha as well.

Alee: Alee Moore for the record. I just had a question about the 22,000 for taxes, how are we handling that?

Colleen: Colleen McCarty, board counsel. So, the next tax assessment would be August and it's unclear...sorry, Dimitri, do we expect closing by August or no?

Dimitri: Dimitri Dalacas, city attorney's office for the record. The hope is that if we can get it on for council approval by the July 20th agenda, that the timing would allow us to close on or before August 8th, at which point, typically in closings, escrow companies require that at least the pending quarter taxes be paid at closing. So, those will be paid through the escrow which would cover that August payment. If not, they would be shortly thereafter. Hence, since the city owns the property, it would be paid by the city.

Lorna: Does that answer your question, Alee? Thank you. Dachresha.

Dachresha: Dachresha Harris for the record. My question is just do we know...I know this would be...we'd be paying \$10,000 while we're under the family's lease agreement, do we know what the monthly cost is going to be once the city takes control of the building?

Colleen: Colleen McCartney, board counsel. One dollar.

Dachresha: Oh.

Lorna: Thank you for that question and I'm glad you asked it. Lorna Cervantes for the record. Sylvia, I see your hand. Before I go to you, though, I want to make sure that everybody knows that that lease agreement has been sent to everybody's Strong Start email address at this time. So, those of you who are at home should be able to pull that up. Here in the room, we have some physical copies available as well. And Sylvia, go ahead with your question or comment.

Dr. Lazos: All right, it was just kind of a timing planning question. So, if there's going to be a purchase agreement or there's a letter of intent, when is it that...well, it's a two-prong question. One is does the board have to approve that? And I think the answer to that is no. But we will probably have to then approve the lease agreement with the city, which would be triggered at time of purchase. So, the question is when are those documents going to be presented to the board so that we're in good shape for August 8th? I mean, there's really not a whole lot of breathing time here.

Lorna: Lorna Cervantes. So, Sylvia, in our packet of handouts tonight, we have the letter of intent to purchase the property, I believe that came from the city, correct? So, we do have that in our packet of documents right now. And then I will let Colleen, if you'd like to, to answer the other part of that question.

Colleen: Colleen McCartney, board counsel. The lease agreement provides that this lease terminates upon the city's purchase of the property. So, once the sale is complete, this lease will terminate, we'll negotiate a new lease. No?

Dimitri: No, that's not accurate. Dimitri Dalacas for the record. The lease will not terminate, it will continue on through 2023. I believe the intent would be at that time to amend the lease to comport more with the terms and conditions that the city would have with the school as opposed to what the Hsieh family is proposing while they're still the landlord. So, the lease will not be terminated, it will be most likely amended.

Colleen: Colleen McCartney, board counsel. Based on the provisions I saw today, it didn't comport with that in the lease agreement.

Dimitri: That's inaccurate, the purchase agreement that we received from the Hsieh estate has an assignment of the lease to us and I believe it was also stated as such in the LOI.

Colleen: So, there may be some inconsistency there that I'll need to address with the lease agreement. So, the purchase agreement, Sylvia, I don't know if you can hear, but the counsel for the city is explaining that the purchase agreement intends that this lease will remain in effect through 2023, other than there would be a renegotiation at the amount?

Dimitri: Dimitri Dalacas for the record, and any other terms that don't comport with the understanding between the city and...

Colleen: Okay. So, I guess it would be an amendment to the lease would be the way to put it?

Dimitri: It would be an amendment to.

Colleen: Amendment to that lease.

Dimitri: And just for clarity, paragraph 14 of the LOI does say, "At closing, the seller shall assign the lease to the buyer." So, the lease did not go away at closing, it will be, like I said, slightly amended.

Colleen: Okay. Yeah, so we'll be doing an amendment to the lease agreement with the city, which would refine some of these things around what our monthly payment is, what the city is responsible for, what we're responsible for, to be more consistent with the agreements that we've discussed already, but that aren't yet in writing.

Dr. Lazos: Would you remind me what is the legal document that obligates the city to then rent to us for \$1?

Colleen: It was a letter of commitment from the city manager to the Charter Authority that was part of the application.

Dr. Lazos: So, it's in the application and it's not a document that has been given to the school entity itself?

Colleen: Because it is a letter that was submitted as part of the charter application, so the whole application has been given to this body. But that approving body, if you will, of the application was the Committee to Form, which some of these members were on but not all of. And so, that was submitted as a part of the application and was part of the approval process from the SPCSA board.

Dr. Lazos: May I ask Colleen whether she is satisfied that that is a sufficient legal guarantee that going forward, we would only pay \$1 a month?

Colleen: So, I would have to look at that, I haven't reviewed that particular document. But I think when we look at what...everything we're trying to do here is contingent upon the city's engagement, the city's funding, the city's purchase of the building. So, when you look at just sort of globally, from a common-sense perspective, I don't have concerns that that arrangement is going to change because everything that we're doing is built around this idea that the city is supportive of the school.

Dr. Lazos: I do agree that this is a very friendly type of situation. At the same time, being a lawyer, I want to know where the legal obligation lies and we want to be given assurance that we will have a legal obligation on the part of the city that we can bank on. That's my view as a

lawyer. I mean, you know, I agree that everything is friendly and copacetic and all of that, but as a board, you know, we have to make sure that Ps and Qs are proper.

Colleen: Absolutely. And I think, you know, Dr. Lazos, you know, a letter is a letter, not necessarily binding. So, the document that would be controlling, the document that would give me as the lawyer the most comfort would be the amendments of the lease agreement, which we don't have yet.

Lorna: Lorna Cervantes for the record. Thank you for this discussion. I would like to know, from the group, if we need a few minutes for the group members to...this is where I was going earlier, to look over that lease agreement. Or if you would like to begin, say, with item number 11, place a motion on the table that doesn't include that lease agreement but it's a decision of the board to move forward with 9th Bridge as our primary site but leaving Cashman building still on the table. So, we could take that item, vote on it, then move to item number 12, go there. We could go through these items one at a time or we could take, say, a 5-minute or 10-minute recess, whatever we would need, and then come back and take each of these items one at a time. But that would give people the opportunity to take a look at that lease agreement as they choose. I would like to know the best way to proceed.

Colleen: Yeah, so Colleen McCartney, board counsel. I believe there was one other matter that the city was hoping to address sooner rather than later.

Lorna: Yes.

Colleen: So, maybe what we do is we tabled items 11 through 14 to give everybody a chance to review the lease agreement and we come back to them at the end of the meeting and then if there is additional time required at that point for people to review, we can take those five minutes, but we can get back to the city's issue so that Mr. Dalacas can get back to the purchase and sale agreement.

Lorna: Perfect, thank you for that recommendation. So, unless anyone has a problem...what I want to say? An objection to that, let's move to items...yes, we'll table item 15 as well. So, we will table items 11 through 15, let's move to item number 23. We're being very flexible in our agenda tonight. And so, item 23 is the discussion for possible actions to amend the original grant agreement of up to 1 million in grant funds to up to 7 million in grant funds from the City of Las Vegas subject to grant agreement with the City of Las Vegas and subject to the terms and condition of the City of Las Vegas authorizing resolution, the further, and further authorizing the president to execute the amendment number one to grant agreement on behalf of City Las Vegas Strong Start Academy Elementary School, Inc. So, do we have any...? Yeah, so that's in your packet.

Colleen: Colleen, it's the last...

Lorna: It's the last document in your packet, everybody. And so, this just states the changes to that agreement.

Dr. Lazos: I make a motion that we approve the document and authorize the chair of the board to execute it.

Woman: Sure, now you trust the city.

Lorna: Is there a second to that amendment?

Alain: Alain Bengochea second.

Lorna: Alain Bengochea seconded the amendment made by Sylvia Lazos, and that amendment was to accept the agreement amendment from the City of Las Vegas and authorize the chair to execute that agreement. All those in favor?

All: Aye.

Lorna: All those opposed? Okay, that amendment passes and I will make sure that...is that immediately or by the end of the meeting? Okay, so I'll make sure we execute that by the end of the meeting tonight. Okay, thank you very much, Dimitri, for waiting on us. All right, at this point in time, we can go to item number 16 because we all agreed to move back to the facility at the end of the meeting, correct? So, this is a report by the executive director regarding the status of recruitment for open positions with Strong Start Academy Elementary School.

Miriam?

Miriam: Miriam Benitez for the record, and we only have three vacancies left. We have one first grade teacher, one special education or the resource room teacher, and the counselor. So, I've had some interest but as all of you know, the idea is that the staff be completely bilingual since we are a bilingual school, so I'm still holding out. So, I'll see how far I'm willing to go before I have to then just hire English only but that's the goal, to try to still find those three positions bilingual person to fill each of our positions.

Lorna: Thank you for that report, Miriam. Are there any questions or comments for Miriam?

Alain: So, which grades do not? Did you proceed not having a bilingual teacher at the moment?

Miriam: Well, it's not that we won't have one because...so, first grade is the only grade level I'm missing, so even if we were to hire an English-only then I can pair that one up with one of the other bilingual teachers. But as you know, what I was trying to avoid, anyone that works at a school, we know that subs happen, and then when subs come in, it disrupts learning for the day. So, what I don't want to happen is the case where if we need a long-term sub or if someone happens to be out frequently, that impacts the learning of the students in that classroom. So, that's why I'm trying to make sure everyone is bilingual but worst-case scenario, if I were to

hire an English-only, then that teacher could be paired with the Spanish-speaking and they would swap students.

Lorna: Lorna Cervantes for the record. Elaine, if you have any student-teachers coming through the system right now, please make sure that Miriam is aware because one other option that she could have is that we could place a student-teacher who is bilingual in that classroom with an English-speaking teacher and then we could be building our staffing pipeline so that we're prepared to fill our third-grade positions next year as well.

Dachresha: Dachresha Harris for the record. So, what does the diversity look like for the teachers? Like, across the cultural backgrounds, how does that diversity look?

Miriam: So, right now, the diversity is everyone is Spanish-speaking and Hispanic. There was one teacher that I was trying to hire that she is Caucasian, but she speaks Spanish. But as we interviewed, she said she wasn't quite comfortable being in that kind of...having to teach in Spanish. So, she actually removed herself from that. And really, as the word has gone out, because as you know, our HR company just came on board and we haven't had any official recruiting, so it's just been word of mouth. And because of the word of mouth and everyone hears that it's a bilingual or dual language school, the majority of the folks that have applied have all been of Hispanic-descent native Spanish speakers.

Lorna: Lorna Cervantes for the record. Have we had any teachers who, although they're maybe officially Hispanic, are from, say, Cuba, Dominican Republic, places like that, who may have a more diverse background? Not yet? So, I think, recommendation that I may have moving forward as we're working with our HR firm would be to have them help us to target some of the teachers...some teachers or staff members who fall within those other groups to try to help diversify our staff just a little bit, so that it's meaning...we always want our staff to reflect the kids that we serve, but I know that you know that, Miriam. And I think...

Dachresha: [inaudible 01:22:35]

Lorna: You're welcome. Thank you, Dachresha. It's a point well taken. Other questions or discussion for Miriam at this time? All right. Thank you so much for that report, Miriam. Lorna Cervantes again, this is item number 17, report by the executive director and discussion regarding the status of student enrollment and possible enactment of a lottery policy.

Miriam: So, thus far, we have 62 students confirmed. Meaning of the 100...we had over 100 that had applied, when we sent them back the letters saying that...let me back up and say we did not have to go to lottery. So, we would have had to go to lottery had we had more students apply than we had spots and initially, that's what we did think. But when we went in and looked carefully at all the applications, we had quite a few of four-year-olds, so they weren't eligible to start so we had to...those were not eligible. So, of the ones that were submitted that were eligible, we have 62 families confirm, yes, they will be attending. And so, as was mentioned earlier, we have an audit, an enrollment audit scheduled for this Friday and what

they'll be looking at is specifically for certain documents: birth certificate, immunization proof of address, parent driver's license.

So, the only students that we can submit as officially registered are the ones that have all of those documents submitted. So, of the 62 that we have confirmed, at this point, we have 30 of those students with all documents. So, we've been consistently...our office manager sending out texts, phone calls, emails, but, you know, that work...we had a whole bunch come in at first and now she's just following up daily and they're trickling in. And we've even let them know that our deadline is Thursday because our funding counts on the audit we're going to receive, so trying to pressure the families to keep sending the documentation in but we're only at 30 right now. Hopefully, we get close to that 60 by Friday.

Lorna: Lorna Cervantes for the record. Thank you for that, Miriam. And one of the things that we should be aware of is that in a normal situation, we would be very worried right now with only having 30 confirmed fully enrolled students. However, because of the partnership with the City of Las Vegas and the grants that we have received from them, we know that we will be okay with opening the school year with the funding we have. When our parents who often are last-minute enrolling, and we know that from our experience, when they do come in the fall and they enroll their children, then we will receive the funding for all of the children who are enrolled at that time minus the ones we get paid for now. So, I just want you to be aware that we will be okay funding-wise with opening but in a normal circumstance, we would be a lot more nervous, right?

Miriam: Yes. Miriam Benitez for the record, the other thing I'd like to add, the marketing company that we've been working with, they had reported early on that we had a lot of traffic, a lot of activity on our website, and that we had over 400 visitors that actually press that "Apply Now" button, but only 10% actually applied. And they were thinking that part of that reason is because there's no location and as parents, we know that that matters. So, they were waiting on this meeting to finalize, hopefully, the location, and then they were ready to launch our next campaign focusing on the location.

So, they're sitting by waiting for this so they can start sending out the...they had put a pause on our advertising because they pretty much felt like it's kind of a waste of money to continue if we don't have that vital piece of information that's going to help parents make that decision. So, once we have that, they're going to launch the campaign again focusing on the location. And based on all the activity we had previously, they think that we'll get a lot of responses once we add that. Thank you.

Lorna: Thank you, Miriam. Go ahead, Alee.

Alee: Alee Moore for the record. So, the new push for marketing regarding the location now has to reflect the terms of the lease, correct?

Colleen: Well, I think that's part of the discussion we were having earlier...Colleen McCarty, board counsel for the record, and we'll figure out how to structure the vote when we get there. But I think what we'll do is we'll push back and see if we can make it...you know, everything related to the naming of the school is contingent upon the sale, so that's consistent with what the documents the city already has with respect to the purchase and sale agreement. So, that'll give us some additional time not to have to be addressing that right this minute.

Alee: Okay.

Dr. Malich: Tammy Malich for the record. It seems to me that, like, one of those items, the parent handbook, is something that generally, though, is prepared in the beginning. So, you know, it might be that, you know, if you guys consider that location for the interim, that the information could go ahead, could in advance be included in the parent handbook but hold off on...I mean, you wouldn't be doing a dedication ceremony at this point, the display case, the signage, you know, those things would...there would be more time for those.

Dachresha: Dachresha Harris for the record. Incorporating the name Tony Hsieh, is the city still leaving the City of Las Vegas Strong Start Academy and then just his name on the end or is there...

Colleen: The City of Las Vegas is not in the official name of the school, it is Strong Start Academy Elementary School. The fictitious name is CLV Strong Start Academy Elementary School. So, we would not change the name of the school, we would be renaming the complex or the building, so it would be Strong Start Academy at the Tony Hsieh Educational Center.

Alain: Alain Bengochea. Do we have any information about...the families that are enrolled and have their paperwork, do you have any information regarding...or have you filled...I guess they haven't filled their home language survey, so you don't know...

Miriam: They have.

Alain: They have? Okay.

Miriam: We had a home language survey on the application but because that home language survey was tied to the lottery, it was not required, so not everyone completed it. We can only require it at registration, not for lottery. So, we do have some information, but not all.

Alain: So, there's a possibility that you might not have the 50/50 split of ELL.

Miriam: Well, at this point, we only have 60 students, so there's time to make up. And then it's incomplete.

Alain: Okay.

Lorna: Thank you. Lorna Cervantes for the record. Any other questions or comments for Miriam regarding the pre-enrollment? Thank you, Miriam. Item number 19, this is a report by

the Board President and Executive Director regarding the selection of D&O Employment Practices Liability Insurance. In your packet, you have a copy of the educator's legal liability and Employment Practices Liability Insurance declarations. We sent out to two different insurance companies and asked them to basically search quotes for us with regard to this insurance. We also asked, you know, for a review afterward just to make sure that everything looks good within the policy.

So, we have purchased and bound insurance at this time on behalf of the board as I was asked to do it...I think it was at our last meeting. Or no, maybe that was the meeting before, two meetings before. So, I'm not sure if there any questions or concerns regarding this, it's \$1 million liability for each one of the members. And the other thing we did too is we made sure that as we're working with anybody moving forward that would be on campus, say, vendors or other people who would do the actual work on campus, that they would be included as well in this policy.

So, are there questions or comments regarding that? Okay, thank you all very much for that. Item number 20, this is a discussion for possible action to approve the Parent/Student Handbook, including the Student Code of Conduct, restorative discipline policy, complaint policy, FERPA policy, FOIL policy, health policy, special education services policies and procedures, English Language Learner services policies and procedures. I will tell you that pursuant to the expectations of both the Charter Authority as well as expectations of the State Board of Education that those policies regarding special ed students as well as an English Language Learner policy and procedure must be included as a document here, and that's part of the reason that it's included in the parent handbook as well as it'll be part of the staff handbook.

We noted that, at this time, Miriam has brought this forward to us for approval, noting that there need to be an addition of information about Tony Hsieh at some point in this document. What we could probably do, I'm guessing, my thought would be that we could probably approve it pending an amendment to add the Tony Hsieh information. But I know it's something that Miriam has worked on for the last several weeks to make sure that it is ready to go first day of school. Also, when you're doing enrollment in schools, you want to have your parent/student handbook available for parents to review when they're considering coming to your school. So, it is an important document for us to have prepared and ready for the parents as they're enrolling their children. So, I'm not sure if any of you had a chance to look through it ahead of time, if you want just a minute to kind of go through it or if you would like, Miriam, just to hit some of the high points for you.

Miriam: I will say, Miriam Benitez for the record, that in the introductory, I do let families know that this is a living document because as things come up, especially as a new school, we will have to be updating this handbook constantly. And so, the expectation from the Charter Authority is that it does live on our website so it will be easy enough to update and then bring to the board and then just update it online and send notifications to parents letting them know

that whatever policy or section has been added to the handbook. So, I do expect that it's going to constantly need updates.

As an example, there were...for instance, pickup and dismissal, I couldn't necessarily detail that out because obviously, you need the location to give exact information on the pickup and dismissal. The testing calendar, I couldn't create a testing calendar till I have the state's testing windows. So, there are certain things that still need updating, so this will require a lot of updating probably throughout the year, especially in the beginning of the year.

Lorna: Lorna Cervantes. I have just a quick question, Miriam. We're going to upload this to our website in both English and Spanish, correct?

Miriam: Yes, but I didn't want to start translating this until it was approved in English.

Lorna: Is that translating service something that Grafika will assist you with? Or is that something you're going to have to do yourself?

Miriam: Well, that would be really expensive if we ask them to translate it, so it's just going to have to be me.

Lorna: Okay, thank you. Maybe you can engage a teacher at \$22 an hour to help you with the translation.

Alee: Alee Moore for the record. Just quickly, my name is misspelled, it's one L, two Es.

Miriam: Okay. Sorry about that.

Dr. Lazos: I would second that suggestion that you try to get someone else at \$25 an hour to translate.

Lorna: Sylvia, thank you for that...Lorna Cervantes for the record, Sylvia, thank you for that recommendation. Is there anybody else who would have a concern if Miriam wanted to, you know, contract out translation services? I mean, she's got a lot of other work to be doing right now not to be personally translating a document like this. I think you could get a student to do it for you. Alain said he has a student...

Alain: [inaudible 01:37:41]

Lorna: Okay. Okay. So, I would absolutely say that that's something you should get somebody to do for you.

Dr. Lazos: Lorna, I want to go back to the D&O insurance item.

Lorna: Okay, can we finish this first, Sylvia?

Dr. Lazos: Sure.

Lorna: You wouldn't mind? Any other questions or concerns?

Transcription by www.speechpad.com

Page 28 of 43

Jaime: Jaime Gonzales for the record. From a content standpoint, is there anything...this is pretty standard, I would assume, in terms of what's covered in here so that as it gets...as you mentioned, it'll be amended, so it was like boilerplate and we've got the basics here. So, if that's the case, then I would say, I would make a motion to approve the parent and student handbook pending any amendments regarding Tony Hsieh as written.

Lorna: Thank you. Is there a second to that motion?

Alain: Alain Bengochea second.

Lorna: Thank you very much. All those approving?

All: Aye.

Lorna: All those opposed? Thank you. Is this supposed to be charter fee cost or charter fee?

Miriam: Charter fee.

Lorna: Okay. Let me get off the seat. All right, so there was a request that we move back to item number 19 for just a minute on the D&O Employment Practices Liability Insurance. So, Sylvia?

Dr. Lazos: Yeah, I just finished reading the attachment and this is an educator's legal liability and employment practices, it is not a D&O insurance coverage. Is there, like, another attachment that wasn't circulated?

Lorna: No, not that I know of.

Dr. Lazos: So, I don't think this covers D&O activity...well, let me just be more specific. It doesn't cover activities of the board of directors, which is what I'm concerned with because that's my liability, right? And the liability of the other directors. This covers, you know, Miriam, all the teachers, all the staff, you know, if they do bad things or good things, whatever, it's like a professional practice insurance. This does not cover the activities of the directors as directors. So, I don't know, there must be something missing that they didn't send us, so if you can double-check, I would appreciate that.

Lorna: Okay. Lorna Cervantes for the record, I'll double-check that because I thought that's what we would...

Dr. Lazos: You probably just dropped it but it's not included. So, yeah, we should have, you know, insurance coverage for the professional activities of the charter school staff and that's covered here.

Lorna: Well, at least we got that part right.

Lorna: Exactly. I'm just worried about me now.

Lorna: Okay. I will go back and...we'll go back and double-check with the agent to make sure that either was included and maybe we missed that part of the...or if we need to add additional coverage to the policy to include the board of directors.

Dr. Lazos: Thank you.

Lorna: Thank you for that catch. All right, I think we are ready for item number 21 unless there are other concerns at this time. This is a discussion for possible action to hire all teachers who received and returned a notice of intent to accept employment with Strong Start Academy Elementary and to authorize the president and the executive director to take all necessary steps to hire the same.

Dr. Lazos: I put forward a motion to so approve.

Dachresha: Yeah, Dachresha Harris.

Lorna: Thank you, so it's been moved and seconded to approve item number 21 as written. All those in favor?

All: Aye.

Lorna: All those opposed? All right, thank you very much. As soon as we know that we have those contracts prepared, then if you will let me know, I'll be happy to sign whenever I need to. Okay? And I also believe between this...was that item number 21 and item number 20? That's where we need that benefits package to be included in that. So, I know Dachresha has volunteered to assist you with that, Miriam. All right, thank you so much. And item number 22 is related as well. This is a discussion for possible action to hire Elizabeth Smith pursuant to the Governance and Staffing Conflict of Interest Policy and to authorize the president and the executive director to take all necessary steps to hiring the same. The board previously approved the executive director to offer a notice of intent to accept employment with Strong Start Academy Elementary School to Ms. Smith consistent with the Governance Policy. Ms. Smith has a familial relationship to the executive director.

Colleen: Colleen McCartney, board counsel. The only reason this is separated out is because we have to then submit this to the Department of Education for a separate approval. So, just for clarity of the record, that's why it's separated out.

Lorna: So, we could accept the motion at this time.

Nicole: Nicole Thompson, I move to hire Elizabeth Smith pursuant to the Governance and Staffing Conflict of Interest Policy and to authorize the president and the executive director to take all necessary steps are the same.

Lorna: Thank you. Is there a second to that motion?

Alain: Alain Bengochea second.

Lorna: Okay, it's been moved and seconded that we move forward with hiring Elizabeth Smith as stated in item number 22. All those in favor?

All: Aye.

Lorna: All those opposed? All right, that motion carries. Thank you so much. All right. At this time...

Dr. Lazos: Lorna, can we go back to the handbook, please, for a second?

Lorna: Sure.

Dr. Lazos: My only question there is if we need to...I mean, I was under the impression that our lottery policy had to be in the handbook. I'm just kind of asking that question, asking it for the counsel to confirm whether that has to be included or not.

Colleen: That I don't know. I'll have to double-check that.

Dr. Lazos: Right. So, I just want to alert the group that that is not included in the handbook and it may be a legal requirement that it be in the handbook, so I just want to put another little caveat that may be additional work to be done.

Lorna: Thank you for that notice, Sylvia. Lorna Cervantes for the record. I think that Miriam did look at the requirements. However, we'll have her and Colleen go back and take another look. And if we need to include the lottery policy that has been approved already by the board and by the Charter Authority, it can be added to the parent and student handbook.

Dr. Malich: Tammy Malich, City of Las Vegas for the record. I know that as we were doing the application and looking at lottery policies, some of the other current charter operators that have been around for several years, their lottery policy is not part of their handbooks but it is posted on their websites and publicly available.

Lorna: Lorna Cervantes. Thank you for that, Tammy, and I did not remember seeing it on the list myself either but we'll just verify that to make sure that we have everything in our handbook that it is required by law.

Colleen: And Colleen McCartney for the record, our lottery policy is on the website currently.

Lorna: Thank you for that. All right, is everybody okay with student and parent handbooks? Okay, so are individuals in need of a little bit of time to take a look at that lease agreement? It has been emailed out to everybody, we have physical copies here. Would you like a few minutes to take a look at the lease agreement and then we could move back to items 11 through 15 and just have any further discussion or take the vote on those items one at a time?

Dr. Lazos: I've read through both items already and I don't know...I'm a little bit of a speed reader, I have a little bit of advantage over other folks, but just want to let folks know I have read both documents at this time.

Lorna: Okay. Are there other board members who would like additional time to look at those policies or do you feel comfortable moving ahead? I will take my direction from you on how we proceed from here. Anyone, just by raise of a hand or anything if you want time. I'm not seeing any, so I think maybe the best way to proceed...we've had discussion on these items, we have introduced them, so the best way, possibly, to proceed would be to go to item number 11. If we're happy with item number 11 as it's written and want to just move directly to a motion on that item, we can, or if you think it's better to take them all in one group, we can do that. But I think it sounds to me like we need to do each one individually. Sylvia, I saw your hand.

Dr. Lazos: Yeah, I think we should probably start with the lease agreement first, which is, you know, an obligation that's going to kick in, you know, as soon as Monday and now we've learned that it's going to be a continuing document that is going to obligate the school for the next 12 months. And then I would suggest taking the letter of interest or intent. So, if you don't mind, Chair, if we do that, you know, my comment on the lease agreement that it is a well-written agreement, it's pretty standard, it is as Colleen has described. My only comment there is to point out to the board that I think we're under obligation to get property insurance as soon as it's executed. So, I do not know what our conversations have been with the property...with the insurance broker, so that would be...that's more operational than legal. So, that's the only comment I have on the lease agreement.

Lorna: Lorna Cervantes. Thank you for that comment, Sylvia. I can tell you that Colleen did let both Miriam and me know last week that that would be a continuancy of the lease agreement if it moved forward. So, we have already addressed that concern with the broker, received quotes, and I think we're prepared to move forward with that insurance as necessary and upon approval of the lease agreement. And if I'm incorrect on that, Miriam or Colleen, please speak up.

Colleen: No, that's correct. Contained in the lease are some, you know, very standard but also fairly significant requirements with respect to insurance but nothing out of the ordinary for a commercial building. And I believe Miriam and Lorna have been working with the broker to sort of have that standing by so that we're ready to punt when everything is executed.

Lorna: And Lorna Cervantes for the record. The other thing I will assure the group of is that we're prepared, we knew ahead of time that if we do approve this agreement, that we would have to have money available immediately. So, Miriam has also made sure that we have arrangements so that if we do enter upon this agreement, we are able to take that action of paying the deposit as well as the first month's rent upon approval of that agreement. So, we have prepared that piece as well contingent upon board's approval. Is there any other discussion? I believe that's item number 12 if I'm in the right place. Is there any other

discussion with regard to the lease agreement with the Hsieh Foundation and the 9th Bridge School?

Colleen: Colleen McCartney, board counsel. Just so I have clarity from you all, are we comfortable with the sort of Tony Hsieh requirements, I'll call them, that do not involve a cost outlay? Are we comfortable with those immediately? And then anything that involves a cost outlay like a sign, those kinds of things would come in association with the closing of the sale, are people comfortable with that?

Dr. Lazos: I would like some language that is, what I would call, advisory to us and not obligatory. So, the kind of language I would like to see in the lease agreement would be something to the effect that, "Strong Start Academy is aware of the obligations in the letter of interest regarding the naming of the school, we are agreeable with the performance of such obligations, and we are under no duty whatsoever to incur any costs to make sure that those obligations are performed by the purchaser." Something like that that says, "Yeah, we know about it but, you know, we don't have any obligations."

Lorna: Thank you for that recommendation, Sylvia. Lorna Cervantes for the record. Alain Bengochea, you wanted to make a comment or question?

Alain: Yes, so the way that this reads right now, we can choose one means of honoring Tony Hsieh. There's an "Or."

Lorna: I think the intent is that all of these things would occur.

Alain: [inaudible 01:52:51]

Lorna: Why did they put the "Or?" Yeah. Do you have a better understanding of that, Tammy?

Dr. Malich: My understanding was we did put an "Or" so that it didn't, like, the general lesson, but it is the city's intent to...and as we talked about naming, this is really important. We need to talk about naming the facility, not naming the school. That caused some confusion with the family. When we talk about naming the school, they think the school name and that is off the table. So, it is the city's intent to name the building and to negotiate with the family because they have offered to pay the costs for this mural, art, sculpture, etc., and given full licensing rights to use the name.

But we are not totally committed to sculptures and we want to know what that looks like, what that equals, that's why we put in "Or." We have agreed to put a blurb about him in the handbook and we've agreed to that, you know, kind of ceremonial trophy case like you see typically in CCSD schools that have namesakes and having a dedication ceremony. So, it is our intent to agree, though, all of those items, we have not committed to this artwork because we want to see what is that...regardless of who's paying for it, what does it look like? What is it? Where are you proposing?

Because what the city has discovered with some of our other buildings when we commissioned artwork and pay for it, then the artist, when we try to sell the building, sometimes argues that they have some proprietary rights to this painting and they want to cut out a section of the wall and it becomes this big thing. And so, we're really cautious about that as is our legal team, so it would really be dependent upon what they want to do around that and our approving it. So, that's why we added in "Or" so that it wasn't...we have to take everything.

Alain: Alain Bengochea, my major objection is the last item because I don't want any instructional time taken away to celebrate Tony Hsieh.

Dr. Malich: And we have also made it clear that state instructional time is coveted time, so this day would be on his birthday, maybe it's Tony Hsieh Day, but not that school...not that instruction or school operations would cease in honor of.

Lorna: Lorna Cervantes for the record. I think that's an excellent compromise on that and I think what we can even do is we can even say, possibly, it's Tony Hsieh Day after-school, so it's like an after-school family and night event type of a thing. Or maybe, you know, the kids can read a little something about contributions, so that can be part of a reading assignment, especially in older grades, and then the kids could, you know, write something about how they felt about that and that could be the extent of it. So, I don't think it has to be like a full day of instruction, you know? Or you could have, you know, a Tony Hsieh dress-up day or something. But I agree with you and...I think of Dr. Seuss dress-up day.

Woman: At least it's not Dr. Seuss dress-up day.

Lorna: Yeah, so I think we can define what that day is and I know that Miriam as an instructional leader will take on the operational responsibility to make sure that we're not losing instructional time.

Miriam: Well, Miriam Benitez for the record, I've been thinking about that and I actually think it's a very cool opportunity. Like when my daughters were in elementary school, they had something that was called Market Day and they prepared for it, it was very much in the spirit of entrepreneurship. And that could be the Tony Hsieh Day where they had to plan something about something to create and sell and you use school dollars, and then at the end of that day, you figure out who had the best idea, who sold the best. So, it could be something very cool and innovative that aligns with the spirit of what he brought to the city.

Lorna: For example, Zappos.

Dr. Malich: Well, even downtown.

Lorna: Lorna Cervantes. I think about...I had two students from Janas Park when I was principal there who made [inaudible 01:57:28] ideas at Zappos. So, that's the kind of thing that they could do and it doesn't...you know, it is instructional-related and it does not have to take away from instruction. And I know that I would trust you as an instructional leader, Miriam, to

ensure that that happens. So, I think if we feel comfortable moving ahead, what we would like to do is ask for a motion that we approve the agenda pending any final amendments that are not material to the lease agreement and with the recommendations of the board tonight in mind, that Colleen would do any final review of that lease prior to it being executed. So, something along those lines, I think, are what we're looking for in a motion.

Colleen: Colleen McCartney, board counsel. So, just to sort of recap and just so everyone is in the loop, the city has spent a great deal of time negotiating these provisions with the Hsieh family and has done a great job of going from here to here. So, I think I will go back to the attorney I'm working with on the lease agreement, let them know that the non-monetary obligations will be included in the lease, anything that's a monetary obligation will be contingent upon the sale and the provisions in the letter of interest. So, that would be my plan.

And I think with respect to a vote, my preference would be that you all craft a motion that allows for the approval of the lease and giving Lorna the authority to approve any minor tweaks that will occur in the next couple of days provided they're not material changes and giving her also the authority if she feels that something isn't material change, that she will bring it back and we will call an emergency meeting to get that done. Something along those lines.

Lorna: That is a mouthful. I was waiting for Sylvia to [inaudible 01:59:55].

Dr. Lazos: I was going to say that our board attorney should formulate the motion and then we would forward the motion. I think she just has, actually. So, I would propose that the motion as formulated by legal counsel to the board be brought forward to the board for our approval. That's my motion.

Lorna: Is there a second to that motion?

Dachresha: Second, this is Dachresha Harris.

Lorna: Thank you. So, it's been moved and seconded as stated by Colleen to move forward. And at this time, all those in agreement?

All: Aye.

Lorna: All those opposed? Okay, that motion passes, so we will move forward and Colleen will work with me in the next day or two to let me know where we are in the process and when we are ready to move forward, we should keep Miriam in the loop as well since she will be working with the insurance agent as well as the handbook.

Dr. Malich: Question, Tammy Malich for the record, with item 12 passing, is there a reason [inaudible 02:01:04] item 11, right? Regarding Cashman?

Lorna: Yes. So, my preference would be that we go ahead and do item 11 as well just as the failsafe in the event something were to go horribly wrong between now and next week. So, is

there somebody who'd like to move back to item number 11 and if I can have a motion from the floor regarding item number 11, I'd appreciate it.

Dr. Lazos: I don't think we're done with item 14. I think, we also need to authorize...

Lorna: Yes, we have not completed item 14. We just voted on item number 12, I believe, correct?

Dr. Lazos: I'm sorry, I don't think we've completed item number 12 because I think we should also authorize the expenditure of funds for the down payment and also authorize the execution and the expenditure of funds for a property insurance coverage as required by the lease.

Lorna: So, I'm going to refer to Colleen. Colleen, do we need that separate motion, or did we not include executing that lease agreement as part of that vote?

Colleen: Yeah, I think executing the lease agreement contemplates the expenditures required therein.

Lorna: Okay, thank you. As long as we feel comfortable that we have addressed all parts of it, then we can go on to number 11.

Dachresha: This is Dachresha Harris, I motion to proceed with the 9th Bridge School [inaudible 02:02:45].

Lorna: And to approve Cashman.

Dachresha: Cashman. Is that included?

Colleen: No, but if there was any kind of an issue, then we wouldn't have to come back to you.

Dachresha: And Cashman Center...well, hold on, now, I have a question. Dachresha Harris. So, Cashman Center wouldn't be ready in time, so then...

Colleen: I did not want to force your vote but I think it's important to note that you're 100% correct. If the agreement tonight is not to move forward with 9th Bridge, then there will need to be an emergency meeting to have an item that says we need to go to the Charter Authority and let them know you can't open on time. So, that is correct.

Dachresha: So then, the question lies, then where will the school open on August 8th?

Colleen: So, if not 9th Bridge, then the backup plan would be Cashman but we're going to need to push back, yeah, the start date. But we wouldn't need to come back to this...if you guys approve 11, we wouldn't need to come back to you to say, "Hey, we're gonna go to the Charter Authority and designate Cashman."

Lorna: We would just have to go back to the Charter Authority itself to get the approval to postpone the start date for the school year.

Dachresha: Yes, okay.

Lorna: You could just read it as it's written.

Dachresha: All right. I motion to approve two proposed sites for the Strong Start Academy Elementary School facility, one at 9th Bridge School located 310 South, 9th Street, and Cashman Center located at 850 Las Vegas Boulevard.

Alain: Alain Bengochea second.

Lorna: Okay. All those in favor?

All: Aye.

Lorna: All those opposed? And of course, remembering that's a caveat, that it is our failsafe if we need it. All right, let's move to item number 13 then. This was to approve any necessary maintenance and tenant improvements to the proposed sites for Strong Start Academy Elementary and authorizing the president and the executive director to take all necessary steps properly related thereto. So, if you remember that Colleen told us that we may have to make some improvements right away, we will expend the money for that, then once the city purchases the property, the school will be reimbursed for those expenses. So, if you feel comfortable and, like, we don't...you know, we could have a motion, if there needs to be discussion, we can have discussion on this item. Sylvia?

Dr. Lazos: Yeah, I don't mean to be disrespectful but neither one of you guys are, like, property people, so I'm just wondering whether we need to consult with anybody or get somebody else's expertise to make sure that whatever walkthrough you do is actually thorough and does take care of any possible problems.

Dr. Malich: Tammy Malich the record. To that point...so, first of all, just so everybody knows, the city manager for the City of Las Vegas has also issued a letter to this body, that's part of your packet, to let you know basically in writing the city's commitments, we see this as a city-owned asset in the long term. Secondly, this walkthrough on Thursday includes Miriam and I, but it also includes the head of planning, fire and safety, operations, and maintenance. So, it does include all of the city's construction team, it won't be Miriam and I saying, "Well, we believe..." So, it will include all the construction crews, as well, as I mentioned previously, it is the city's intent to have our team on-site during this subcontracted work for two reasons, A, to make sure that that's their area of expertise, but B, to protect a city asset for the long term.

Dr. Lazos: And let me ask this question as well. I mean, I assume there's an occupancy permit process that is required for us to do that. Is this whole process is going to also involve us getting all the necessary permits to operate the school?

Dr. Malich: Tammy Malich, City of Las Vegas, for the record. The city team has already pulled the occupancy...I mentioned that prior, the building does not need to go to Planning

Commission, it is already zoned adequately and properly, already has certificate of occupancies for 287 in Building 2, 378 in building 3. They pulled the STR variances and SCPs for me already. Our planning departments and building permitting departments believe that there are no outstanding issues on their side. Fire and rescue, our chief will be there at that walkthrough Thursday, he too believes there are no issues.

The only issue would be when he tests the fire alarm, if there is a failure in that system, that needs to be remedied, for lack of a better word. We know the alarm system works because on both of my visits, it was triggered and set off, not by me, so we know that works. So, they'll be conducting all of that and the city team will ensure that for the July 8th charter school walkthrough that all of the COO, health department, and fire inspections are all approved for that July 8th date.

Lorna: Lorna Cervantes for the record. I have to say that if the city who is responsible for issuing all permits and occupancy is on board and has agreed to ensure that we're on board, I feel fairly comfortable with that. And we do have in writing the information from the city letting us know that they're moving forward, knowing that you've already pulled the occupancy permits as well, it helps us to know that not only are they in place, but they're well above the numbers that we're expecting to occupy the school in August and even moving forward once we're at full capacity. So, I feel very comfortable with that piece of it.

Alee: Alee Moore for the record, the construction in the space, we feel comfortable that that's going to be completed in enough time?

Dr. Malich: So, we have two kind of plans. The first plan is that we would only be taking care of those emergency items that have to be taken care of to occupy. But with regard to the flooring, there is a backup plan. There is another entrance avoiding that area, so in the event they get into the ground and there's some other major issue in the ground that we don't know about...the city is aware of the ground issue in the building because they owned it first. So, they do not believe it's going to be complicated. However, in the event they get under the concrete and there's a bigger issue, then the plan would be to basically quarantine that area of the building, which is why I asked the question about the Department of Ag and their requirements that would take the kitchen and the multipurpose room offline, access to the classrooms on both sides would still be accessible through other doors, and then finish that project and then bring it online when it's done.

Kids would then have to eat in their classrooms during that time and we'd have to bring lunch in. It's not the best situation but it's not out of the possibility. The Cashman backup plan, incidentally, has no kitchen. So, that would be the long-term plan, they'd have to eat in classrooms, there would not be a food prep. So, again, the city is committed and believes, yes, unless or until they get down in that concrete and there's some other issue. As Colleen said, the building is very old, it's had multiple significant renovations but it is an old building. And so,

we would be looking to address and correct any of those necessary high-alert items to get the building open for...actually, to get the building ready for the July 8th walkthrough.

Lorna: Thank you for that, Tammy. Lorna Cervantes for the record. Are there any other questions or discussion points before I'm asking for a motion on item number 13?

Dr. Lazos: I know that we've spent a lot of time on this and it is an important item, but I think the board should be aware that the building as is takes us through Year 1 and that we'll have to be thinking about further facility issues or further facility leases or expenditures as the school continues to expand. I don't know if you want to pick up on that, Tammy, but I think it should be...I would like to make sure that the board understands that all arrangement just gets us through Year 1.

Lorna: Yes, Lorna Cervantes for the record, and I did hear Tammy earlier tell us that there is a plan already in place at the city level to begin planning for that addition or additional building to get us into Years 2, 3, and 4 of the school. So, she did make us aware of that situation earlier tonight and there is a plan in place to make sure that we're going to be able to move into that. But that is an excellent point, Sylvia, that we do need to be making sure that we're ready for the expansion of the additional grade levels. Tammy, is there anything you would add to that?

Dr. Malich: Sure. Tammy Malich, City of Las Vegas, for the record. Once the city owns the building, then the city will take on a lot of expenses that if the charter...if this board were to decide to go to another location that was not city, that come with additional costs. One example is our marshals. Once we own the building, our marshals can take on security and safety in the building. They can't until the city owns the building. That CAM charges, common area maintenance, the city can take that on once we own...so a lot of those additional charges moving forward will be absorbed by the city because, full disclosure, in the event at the end of sixth years, we are not doing significantly better than the Clark County School District, then we would come back to this board and say, "Here's the city's plan, we do not plan on continuing unless the school is making significant improvements. By Year 5, we have to make a decision if we're going to reapply."

That would leave you all as a board to make the decision to break away from the city and apply on your own as a governing board or cease the operation. In either regard, if for any reason the school did not continue beyond that six-year charter, it would be the city's intent to keep this building and use it to offer pre-K programming. So, our intent is to continue this building for educational purposes, so we're committed to the upkeep maintenance of this building as a long-term asset for the City of Las Vegas. We would need to renegotiate a lease after Year 1, but by then the charter will have their 501(c)(3) or their nonprofit status.

Right now, you technically don't have that, you're pending. Everything you've done has been done, but it's about an eight-month window. And so, by then you'll have that and then we'll renegotiate with you as a nonprofit. The issue we're in with Year 1, if not for this "Everything

happens for a reason" moment, had we just leased this building to you right out of the gate for Year 1, we bought it...let's pretend the timeline worked and we bought it and leased it, there's a statutory requirement that if you're not a 501(c)(3), we're limited to up to 25,000 square feet that we could give you at a less than market rate. Over that, we have to charge you the fair market value. So, we would have been in a little bit of a conundrum in that we could have only given you 25,000 square feet or 24,999.

This lease, because it's being executed with you and the family, the beauty is we assume the lease and restructure it, now we're not limited, we can give you the whole building, which is over 25,000 square feet, incidentally, as it is. And then by next year, you'll have your nonprofit status and then we can lease with a nonprofit, it's a different structure. So, it is the city's intent to take on, as you can see from the letter of intent, all of the costs moving forward with the exception of custodial and utilities. And it is also the city's expectation that we would maintain, address system failures moving forward, provide security, again, some of those other things that haven't even been contemplated yet. And so, that's why we're trying to quickly get this purchase done as well so that we can start providing our own landscape, our own security personnel, you know, because again, it's a city asset, we want to protect it.

Lorna: Thank you for that. Any other questions or discussion on item number 13?

Dr. Malich: And if these items are approved tonight, then we will also set up a tour of the building with the board and anybody who wants to come and see the building. We didn't want to do that premature of this board making a determination but once that is done, then we would also ask for access. The property manager is very accommodating and would allow access so that you can actually visualize the building because it's really hard to talk about a building that you haven't seen. I think you all know what Cashman Convention Center looks like. It's very industrial and there are no windows and we can put paint down and we can put flooring down, but we can't make a window versus this school building that was used for educational purposes and it backs up to another school where there might be some opportunity to work with the Las Vegas Academy.

And, you know, again, it opened...and the Academy is going through a rebuild as well. Their foundation...because that building is so old, they have a whole foundation that is looking to do some upgrades and some art and some other things that I think present a good opportunity. They actually wanted this site really badly, they wanted to purchase this site. Luckily, the foundation can't do that without the Clark County School District's approval, and the only place that takes longer than a government agency is Clark County School District. So, that's fortunate, it played into our hands.

Lorna: Great. Thank you for that.

Dr. Malich: It's a cool building.

Lorna: It is, yes. All right.

Jaime: Well then, I will move...this is Jaime Gonzalez for the record. I will move that we approve any necessary maintenance and tenant improvement to the proposed site for Strong Start Academy and authorize the president and the executive director to take all necessary steps properly related thereto.

Lorna: Is there a second?

Alee: Alee Moore, I second.

Lorna: Thank you. All those in favor?

All: Aye.

Lorna: Any opposed? Okay, that motion passes. Thank you. All right, item number 14. This is a report from the board counsel and the City of Las Vegas and discussion for possible action regarding the provisions contained in the letter of interest, so this is the letter of interest we have for the City of Las Vegas, and authorizing the president and the executive director to take all necessary steps properly related thereto. So, any discussion with regard of the letter of intent to purchase the property? I think we've discussed much of this already. Any other concerns or questions at this time? Sylvia?

Dr. Lazos: Yeah, I think the real issue or the only issue on this letter of intent is, again, to make the board aware of what we're doing here is the covenant to use that Tony Hsieh Education Center is a very strong covenant, it is written in a very strong legal way, it's an obligation not only to name the property that way through signage but also in all our marketing and branding materials, that name has to be included. So, the board has to feel 100% comfortable with branding the Strong Start Academy with Tony Hsieh Education Center, and that's for your consideration and for your thought process.

Lorna: I hear people in the room, Lorna Cervantes for the record, saying, "Yep, I understand," or shaking their head. I guess, point well-made, Sylvia, and that we're understanding of that point. Any other discussion or questions? Or is there somebody who would like to make a motion at this time?

Colleen: Colleen McCartney, board counsel. I don't know that you need to have a motion here as much as this was letting everybody know how this would work. We've discussed the agreement that with respect to the lease agreement, we'll adopt the items that don't require a monetary cost and the others will be associated.

Lorna: Okay, thank you very much. Then I guess the question would be if there's no...or the point would be if there's no further discussion, then we will move on to item number 15 at this time. I did let you know that Miriam and I have worked on the amendment to be presented to the Nevada State Public Charter School Authority for possible approval at their June 27th board meeting. It's just a matter of going through some of the operational pieces and letting

them know, basically, we're going to be at one place, not at three different places, and where that location will be.

We will include in that application the letter of intent for the city, we can include at least the draft of the lease agreement, and there are a few other documents that they require from us as part of that application. We have addressed all of those items here tonight. So, I think this was really informational. I think also, unless there's any discussion or if anyone has a concern with this, based on the action we've taken tonight, moving that amendment forward. And do we need a vote on this, Colleen?

Colleen: I think you do.

Lorna: Okay, so if I could have a motion at this time for us to go ahead and move that amendment forward to the State Charter Authority, I'd appreciate that at this time.

Nicole: Nicole Thompson. Oh, go ahead.

Alain: Alain Bengochea, I move to approve an amendment regarding the Strong Start Academy Elementary School's final...no, that's the right one, yeah, final location to be submitted to the Nevada State Public Charter School Authority for approval on June 27th.

Nicole: Nicole Thompson, I second that motion. I'm sorry.

Lorna: That's okay. Moved and seconded to approve item number 15 as written. All those in favor?

All: Aye.

Lorna: Thank you very much. We will make sure that that is submitted. At this time, we are ready to move to item number 24. This is a public comment period. I don't know that we've had any submitted electronically. No, none has been. And I don't see anybody in the room wishing to make public comment at this time. So, we can move to item number 25 and adjourn the meeting, and I thank everybody for their participation in this meeting tonight, we have many important things to discuss. Our next meeting will be July...I gotta get my calendar out because it will be the second...it will be July 7th, correct? Because it will...no, 14th, sorry, the second Thursday of the month. So, July the 14th, we will be back here at City Hall at 5:00 p.m., so our time changed as well. All right, so thank you all for coming tonight, and have a great day. Happy Father's Day to our fathers and have a great night, everyone.

Woman: Thank you.

Man: Thank you.

Lorna: Sylvia? Oh, she was waving her hand, I thought she was trying to...oh, okay. I missed that part.

