

**NOTICE OF PUBLIC MEETING**  
of the  
**Board of Directors of**  
**SOMERSET ACADEMY OF LAS VEGAS**

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Notice is hereby given that the Board of Directors of Somerset Academy of Las Vegas, a public charter school, will conduct a public meeting on December 17, 2019 beginning at 6:00 p.m. at 4650 Losee Road, North Las Vegas, NV 89081. The public is invited to attend.

Attached hereto is an agenda of all items scheduled to be considered. Unless otherwise stated, the Board Chairperson may 1) take agenda items out of order; 2) combine two or more items for consideration; or 3) remove an item from the agenda or delay discussion related to an item.

Reasonable efforts will be made to assist and accommodate physically handicapped persons desiring to attend or participate at the meeting. Any persons requiring assistance may contact Dena Thompson at (702) 431-6260 or [dena.thompson@academicnv.com](mailto:dena.thompson@academicnv.com) two business days in advance so that arrangements may be conveniently made.

If you would like copies of the meeting agenda, support materials or minutes, please visit the school's website at [somersetacademyoflasvegas.com](http://somersetacademyoflasvegas.com). For copies of meeting audio, please email [dena.thompson@academicnv.com](mailto:dena.thompson@academicnv.com)

Public comment may be limited to three minutes per person at the discretion of the Chairperson.

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# AGENDA

## December 17, 2019 Meeting of the Board of Directors of Somerset Academy of Las Vegas

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(Action may be taken on those items denoted “For Possible Action”)

1. Call to order and roll call (For Possible Action)
2. Public Comment and Discussion *(No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken.)*
3. Student/School Achievement Recognition (For Discussion)
4. Approval of Minutes from the November 21, 2019 Telephonic Board Meeting (For Possible Action)
5. Campus Progress Reports from Losee and North Las Vegas (For Discussion)
6. Review and Approval of Acceptance of SB 324 Teacher Supply Grant Funds for the 2019/2020 School Year (For Possible Action)
7. Discussion and Possible Approval of Work-Based Learning Program (For Possible Action)
8. Discussion Regarding Principals and Board Communication (For Discussion)
9. Discussion Regarding Campus Advocates Contract (For Possible Action)
10. Review and Approval of the Second Lease Amendment for the Aliante Campus (For Possible Action)
11. Review and Approval of the Second Lease Amendment for the Skye Canyon Campus (For Possible Action)
12. Academics Announcements and Notifications (Information)
13. Member Comment (Information/Discussion)
14. Public Comment and Discussion *(No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken.)*
15. Adjournment (For Possible Action)

This notice and agenda has been posted on or before 9 a.m. on the third working day before the meeting at the following locations:

- (1) 385 W. Centennial Parkway, North Las Vegas, Nevada 89084
- (2) 7038 Sky Pointe Drive, Las Vegas, Nevada 89131
- (3) 50 N. Stephanie St., Henderson, Nevada 89074
- (4) 4650 Losee Road, North Las Vegas, Nevada 89081
- (5) 4491 N. Rainbow Blvd., Las Vegas, Nevada 89108
- (6) 6475 Valley Dr., North Las Vegas, Nevada 89084
- (7) 8151 N. Shaumber Road, Las Vegas, Nevada 89166
- (8) North Las Vegas City Hall, 2250 Las Vegas Blvd. North, North Las Vegas, Nevada.
- (9) Henderson City Hall, 240 South Water Street, Henderson, Nevada
- (10) Las Vegas City Hall, 495 S. Main St., Las Vegas, Nevada.
- (11) [notices.nv.gov](http://notices.nv.gov)

# SOMERSET ACADEMY OF LAS VEGAS

## Supporting Document

Meeting Date: December 17, 2019 Agenda Item: 3 – Student/School Achievement Recognition Number of Enclosures: 0
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<b>SUBJECT: Student/School Achievement Recognition</b>
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<input type="checkbox"/> Action
<input type="checkbox"/> Appointments
<input type="checkbox"/> Approval
<input type="checkbox"/> Consent Agenda
<input checked="" type="checkbox"/> Information
<input type="checkbox"/> Public Hearing
<input type="checkbox"/> Regular Adoption

Presenter (s): Somerset Administrators
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Recommendation:
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Proposed wording for motion/action:
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Fiscal Impact: N/A
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Estimated Length of time for consideration (in minutes): 3-5 Minutes
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Background: The Board will recognize student/school achievements.
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Submitted By: Staff
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# SOMERSET ACADEMY OF LAS VEGAS

## Supporting Document

Meeting Date: December 17, 2019

Agenda Item: 4 – Approval of Minutes from the November 21, 2019 Telephonic Board Meeting

Number of Enclosures: 1

### **SUBJECT: Approval of Minutes**

Action

Appointments

Approval

Consent Agenda

Information

Public Hearing

Regular Adoption

Presenter (s): Board

Recommendation:

Proposed wording for motion/action:

**Move to approve the minutes of the November 21, 2019 telephonic board meeting.**

Fiscal Impact: N/A

Estimated Length of time for consideration (in minutes): 2 Minutes

Background: A board meeting was held on November 21, 2019. As such, the minutes will need to be approved for this meeting.

Submitted By: Staff

**MINUTES**  
**of the meeting of the**  
**BOARD OF DIRECTORS of SOMERSET ACADEMY OF LAS VEGAS**  
**November 21, 2019**

The Board of Directors of Somerset Academy of Nevada held a telephonic public meeting on November 21, 2019 at 7:00 a.m.

**1. Call to order and Roll Call**

Board Chair John Bentham called the meeting to order at 7:00 a.m. In attendance were Board members John Bentham, Sarah McClellan, Travis Mizer, Will Harty, Gary McClain and Cody Noble (joined at 7:04 a.m.).

LeNora Bredsguard was not present at the meeting.

Also present was Academica representative Crystal Thiriot.

**2. Public Comment and Discussion**

There was no public comment.

**3. Consent Agenda**

- a. Minutes from the October 21, 2019 Board Meeting**
- b. Acceptance of SPED and Title I Grand Funds for the 2019/2020 School Year**
- c. Approval of Recommendations from the Finance Committee:**
  - 1. School Financial Performance**
  - 2. Acceptance of Grant Funds for the 2019/2020 School Year from:**
    - a. Financial Literacy**
    - b. Title II**
  - 3. Approval of the Final Revised Budget for the 2019/2020 School Year**
  - 4. Approval of the 2018/2019 School Year Financial Audit**
  - 5. Approval of Teacher and Staff Holiday Bonuses**
  - 6. Review of Campus Advocates Contract**

Member Bentham stated that the 3.c.6 would be pulled from the consent agenda.

**Member McClain moved to approve the consent agenda, with the exception of item 3.c.6. Member McClellan seconded the motion, and the Board voted unanimously to approve.**

**4. Discussion and Possible Approval of Campus Advocates Contract**

Ms. Crystal Thiriot stated that the Sky Pointe and Lone Mountain campuses were entering into a contract with Campus Advocates, a fundraising platform for the schools. She explained that it was a five-year contract with minimal cost to the schools; adding that, although the contract did not need to be

approved by the Board, the Board should discuss the details of the contract. Member Bentham stated that, because it would be easier to discuss the contract in-person, the item would be put on the agenda for the December 17, 2019 Board meeting.

**This item was tabled.**

**5. Member Comment**

Members confirmed that the Campus Advocates contract would be discussed at the next board meeting.

**6. Public Comment and Discussion**

There was no public comment.

**7. Adjournment**

The meeting was adjourned at 7:09 a.m.

**Approved on:** \_\_\_\_\_

\_\_\_\_\_  
**Secretary of the Board of Directors  
Somerset Academy of Las Vegas**

# SOMERSET ACADEMY OF LAS VEGAS

## Supporting Document

Meeting Date: December 17, 2019 Agenda Item: 5 – Campus Progress Reports from Losee and North Las Vegas Number of Enclosures: 0
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<b>SUBJECT: Campus Progress Reports</b>
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<input type="checkbox"/> Action
<input type="checkbox"/> Appointments
<input type="checkbox"/> Approval
<input type="checkbox"/> Consent Agenda
<input checked="" type="checkbox"/> Information
<input type="checkbox"/> Public Hearing
<input type="checkbox"/> Regular Adoption

Presenter (s): Principal Scobell and Principal Threeton
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Recommendation:
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Proposed wording for motion/action:
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Fiscal Impact: N/A
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Estimated Length of time for consideration (in minutes): 7-10 Minutes
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Background: The principals from the Losee and North Las Vegas campuses will provide an update regarding progress toward improving the Star ratings.
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Submitted By: Staff
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# SOMERSET ACADEMY OF LAS VEGAS

## Supporting Document

Meeting Date: December 17, 2019

Agenda Item: 6 – Review and Approval of Acceptance of SB 324 Teacher Supply Grant Funds for the 2019/2020 School Year

Number of Enclosures: 1

### **SUBJECT: Acceptance of SB 324 Grant Funds**

Action

Appointments

Approval

Consent Agenda

Information

Public Hearing

Regular Adoption

Presenter (s): Crystal Thiriot

Recommendation:

Proposed wording for motion/action:

**Move to approve acceptance of SB 324 grant funds for the 2019/2020 school year.**

Fiscal Impact: N/A

Estimated Length of time for consideration (in minutes): 3-5 Minutes

Background: Somerset Academy has been awarded SB 324 grant funds in the amount of \$88,238.71, which must be accepted by the Board.

Submitted By: Staff



Nevada Department  
of Education

700 E. Fifth Street  
Carson City, NV 89701-5096

## NOTIFICATION OF STATE GRANT OR FEDERAL SUBGRANT AWARD

<b>1. Name and Address of Recipient/Subrecipient:</b> Somerset Academy 1378 Paseo Verde Pkwy Ste 200 Henderson, NV 89012	<b>2. Project Number: 20-325-59000</b> <b>3. Amount of Subgrant Award: \$88,238.71</b> <b>4. Subgrant Award Period of Performance: 07/01/2019 – 06/30/2020</b>
<b>5. Unique Entity Identifier (DUNS): 075721749</b>	<b>6. Program: State <input checked="" type="checkbox"/> Federal <input type="checkbox"/></b>
<b>7. Vendor Number: T29028358 GL: 8677</b>	<b>8. Grant: ( X ) New -OR- ( ) Revised</b>
<b>9. Nevada Department of Education</b>  <b>Office of Educator Licensure</b> <b>Education Program Professional: Jeff Briske</b> <b>Phone: (702) 486-6489</b> <b>Email: <a href="mailto:edprep@doe.nv.gov">edprep@doe.nv.gov</a></b>  <b>Grants and Projects Analyst: Susie King</b> <b>Phone: (775) 687-9181</b> <b>Email: <a href="mailto:susieking@doe.nv.gov">susieking@doe.nv.gov</a></b>	<b>10. Federal Awarding Agency:</b>  <b>11. Federal Grant Award Date to NDE by Federal Agency:</b>  <b>12. Federal Award (GAN) Project Title:</b>  <b>13. Federal Award Identification Number (FAIN):</b>  <b>14. CFDA Number:</b>  <b>15. Is this Sub award granted for research and development? ( ) Yes -OR- ( X ) No</b>
<b>16. Project Title: Teachers' School Supplies Assistance Account (S.B. 324 and S.B. 555, Sec.46, 80<sup>th</sup> Session, 2019)</b>	
<b>17. Terms and Conditions:</b> <ol style="list-style-type: none"> <li>a. The purpose of this program is to provide funding to reimburse teachers school supplies purchased out-of-pocket. Teachers meeting this requirement for out-of-pocket school supply expenses shall be reimbursed up to a maximum of \$250 per teacher.</li> <li>b. Assistance in the amount cited on line 3 (above) is granted in support of the Teacher School Supplies Reimbursement Grant competitive application/or formula/or entitlement grant award. The funds awarded under the grant must be expended by June 30, 2020</li> <li>c. The recipient/subrecipient agrees to comply with all requirements incorporated into this sub award;</li> <li>d. Attachment A – Annual Financial Report (AFR) – Certification the recipient/subrecipient agrees to submit this certification by August 15, 2020.</li> <li>e. Attachment B – State Assurances the recipient/subrecipient agrees to submit all information and reports as NDE may deem necessary for effective administration of Teacher School Supplies Reimbursement Grant under the grant authority cited herein.</li> <li>f. The recipient/subrecipient agrees to submit the Number of Teachers for State Fiscal Year 2021 to NDE by August 25, 2020.</li> <li>g. The recipient/subrecipient agrees to submit the Final Financial Report (FFR) to the NDE by August 15, 2020.</li> <li>h. The recipient/subrecipient agrees Request for Funds (RFF) will be submitted monthly by the 15th of the month or quarterly. Funds not committed for expenditure by June 30, 2020 will revert to back to NDE after all payments of funds committed have been made.</li> <li>i. The recipient/subrecipient agrees to fully cooperate with NDE sponsored projects including, but not limited to, utilization management reviews, program compliance monitoring, reporting requirements, and evaluation studies as required.</li> <li>j. For federal and state funded subgrant awards, as applicable; the recipient/subrecipient agrees that a Federal awarding agency, the Inspectors General, the Comptroller General of the United States, the State or any of their authorized representatives, must have the right of access to any documents, papers, or other records which are pertinent to the Subgrant award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the recipient/subrecipient's personnel for the purpose of interview and discussion related to such documents.</li> </ol>	

<b>18. Signatures</b>		<b>Name</b>	<i>Jeff Briske</i>	<b>Date</b>	<i>11/6/19</i>
Program Representative		Jeff Briske, Education Programs Professional			
		<b>Name</b>	<i>Stefani Hogan</i>	<b>Date</b>	<i>11/8/19</i>
Fiscal Agent		Stefani Hogan, Management Analyst IV			
<b>19. Accounting Data</b>					
State Legislative Bill					
Budget and Category		Amount of This Award Action	Amount Previously Awarded	Total Awarded to Date	
S.B. 555, Sec. 46, 80 <sup>th</sup> Session 2019					
Budget: 2717	Category: 10	\$88,238.71	\$0	\$88,238.71	

# SOMERSET ACADEMY OF LAS VEGAS

## Supporting Document

Meeting Date: December 17, 2019

Agenda Item: 7 – Discussion and Possible Approval of Work-Based Learning Program

Number of Enclosures: 1

### **SUBJECT: Approval of Work-Based Learning Program**

- Action
- Appointments
- Approval
- Consent Agenda
- Information
- Public Hearing
- Regular Adoption

Presenter (s): Principals Esplin and Scobell

Recommendation:

Proposed wording for motion/action:

**Move to approve the work based learning program.**

Fiscal Impact: N/A

Estimated Length of time for consideration (in minutes): 7-10 Minutes

Background: Work-based learning would provide students with real-life work experiences in conjunction with the CTE programs. The Board is being asked to approve this program.

Submitted By: Staff



To Whom It May Concern,

Somerset Academy of Las Vegas, part of the Nevada Public Charter School Authority, is requesting to implement a work-based learning program into our high school. We currently have two high school campuses that services approximately 1,300 students in 9th-12th grade. Next year it is estimated that we will have approximately 200 students enrolled in Career and Technical Education (CTE) courses in 9th-12th grade.

We will be giving each of these students the opportunity to enroll in a work-based learning program as they enter the 3rd and 4th years of their CTE Programs. Students not enrolled in CTE courses will also have the opportunity to apply for the program to get the experience as well. We are currently building partnerships with local community organizations to set up these opportunities for our students.

The Somerset Academy of Las Vegas Board of Education approved the work-based learning program at their publicly held meeting on \_\_\_\_\_. Thank you for your consideration as you review our application for our work-based learning program.

For questions, please contact:

Jessica Scobell, Principal [Jessica.Scobell@somersetnv.org](mailto:Jessica.Scobell@somersetnv.org)

Lee Esplin, Principal [Lee.Esplin@somersetnv.org](mailto:Lee.Esplin@somersetnv.org)

Andrea Moore, CTE Coordinator [Andrea.Moore@somersetnv.org](mailto:Andrea.Moore@somersetnv.org)

Sincerely,

Jessica Scobell and Lee Esplin

Principals

Somerset Academy of Las Vegas



# SOMERSET ACADEMY

## OF LAS VEGAS



### Fields, Trades, and Occupations

It is the intention of Somerset Academy of Las Vegas to have work-based learning offered in the following fields, trades, and occupations.

<b>Fields</b>	<b>Trades</b>	<b>Occupations</b>
Graphic Design	Commercial Artist / Textile Designer	Graphic Designer / Media Specialist / Production Assistant
Marketing		Merchandise Buyer / Account Supervisor / Media Buyer/Planner / Research Specialist / Brand Manager / Product Planner / Field Marketing Rep / Entrepreneur/Event Planner / General Manager / Brand Manager /
Photography		Commercial Photographer / Media Coordinator / Photo Journalist
Teaching and Learning		Preschool Teacher / Teacher Aide / Elementary Teacher / Paraprofessional Secondary Teacher / School Administrator / College Professor / University Professor / Community Educator / Corporate Trainer / Tutor



## Work Based Learning Program Criteria

Students must meet the following criteria in order to apply for the work based learning program:

- 11th grade student or above
- Currently enrolled in the 3rd or 4th year of a CTE pathway, has already passed the 3rd year of a CTE pathway OR has expressed interest in the chosen Work Based Learning program.
- Keep a cumulative GPA of 2.5 or higher (weighted or unweighted) in all current classes including but not limited to CTE and Dual Enrollment classes.
- No Fs on high school or dual enrollment college transcripts
- No behavior issues

In addition to the above criteria students must:

- Fill out the work based learning application (see below);
- Write a one-page essay to describe why you want to be part of the work-based learning program;
- Submit a resume that includes relevant job experience and/or copies of industry certification(s);
- Have a letter of recommendation from a teacher; and
- Turn in all of these by the due date. \_\_\_\_\_

Once you have been accepted into the work-based learning program, students:

- Must complete
  - Somerset Academy of Las Vegas Work Study Information Sheet
  - Somerset Academy of Las Vegas Work Study Training Agreement Form
  - Appendix A: Intern Training/Learning Plan
- Keep a cumulative GPA of 2.5 or higher (weighted or unweighted) in all current classes including but not limited to CTE and Dual Enrollment classes.
- Have no Fs on high school or dual enrollment college transcripts
- Have no behavior issues

### Definitions

**Internship:** Internships can be paid or unpaid experiences and are 15 hours or more in length. Students interested in career in your industry and present good employability skills apply for internships. Time commitment: 15 hours or more (varies) plus advance coordination.

**Job shadowing:** Students “shadow” one or more employees in a one to three day experience to learn what that person does on a daily basis as well as gain an overview of the business’s operations. Time commitment: 5 to 16 hours plus advance preparation.

**CTE Work Experience:** This is a paid position where the student applies technical and employability skills learned in the classroom to the job and a student learning plan and training agreement documents the expectations of all parties. Time commitment: 60-90 hours per semester.



# SOMERSET ACADEMY

## OF LAS VEGAS



Student name: \_\_\_\_\_ Current Grade Level: \_\_\_\_\_

I am applying to begin the program in the following semester: Fall 20\_\_\_\_ Spring 20\_\_\_\_

Current Unweighted GPA \_\_\_\_\_ Current Weighted GPA \_\_\_\_\_

For Office Use Only  
Date Received:

Work interested in:

- CTE Work Experience (If applicable)       Internship       Job Shadowing

CTE Pathway Course 1 \_\_\_\_\_ Semester 1 Grade \_\_\_\_\_ Semester 2 Grade \_\_\_\_\_

CTE Pathway Course 2 \_\_\_\_\_ Semester 1 Grade \_\_\_\_\_ Semester 2 Grade \_\_\_\_\_

CTE Pathway Course 3 \_\_\_\_\_ Semester 1 Grade \_\_\_\_\_ Semester 2 Grade \_\_\_\_\_

CTE Pathway Course 4 \_\_\_\_\_ Semester 1 Grade \_\_\_\_\_

You must attach at least one letter of recommendation from a teacher from your CTE pathway as well as a one page essay with the following criteria:

- Describe why you want to be part of the Somerset Academy Work Based Learning Program. How will you benefit? How will you be able to balance high school courses and your work based learning at the same time?
- 12-point Font
- Times New Roman Font
- One Inch Margins
- At least one page but no longer than two pages

My child has my permission to apply to Somerset Academy's Work Based Learning Program. I recognize that additional information may be requested for admissions and enrollment purposes. I understand that once my child is accepted into the program, our family will be responsible for transportation to and from the placement for the Work Based Learning.

Parent/Legal Guardian Printed Name: \_\_\_\_\_

Parent/Legal Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Permission (For Office Use Only)

The following statement must be signed by the school administration/counselor.

I certify that this student:

- Is currently in good standing with behavior and grades.
- Has an excellent written recommendation from a CTE teacher in the student's pathway.
- Has a well written essay that follows the above criteria.

Permission is given for the above applicant to enroll in the Somerset Academy Work Based Learning Program

Administrator/Counselor Name: \_\_\_\_\_

Administrator/Counselor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Somerset Academy of Las Vegas Work Study Training Agreement Form

THIS AGREEMENT is between \_\_\_\_\_ (Student Name) (from here named "Student"), the Student's parent or guardian, Somerset Academy of Las Vegas and \_\_\_\_\_ (Company). Program eligibility is contingent on successfully completing the program's enrollment process. School credit for hours worked is awarded to Student, contingent on completion of district paperwork, submission of documentation of work hours using approved timesheet or pay stub and any additional assignments required by school staff.

All parties agree to the following:

## 1. Commitment

a. The student agrees to the following:

- i. To be placed as an intern or maintain employment at \_\_\_\_\_ (Partner Company).
- ii. To attend class, workshops, seminars or other work readiness training before and/or during the internship as dependent upon position.
- iii. To attend all scheduled classes in accordance with school policies or risk losing internship or forfeit school credit for internship/work.
- iv. To work according to the schedule listed on the Somerset Internship Information Sheet. (see below)
- v. To provide own transportation to and from worksite unless provided by program. If student drives, student will ensure the vehicle is insured and abide by all state driving laws.
- vi. To act as an ambassador for Somerset Academy of Las Vegas, its student, faculty, and staff by conducting oneself in a positive, ethical and respectful manner and maintain good grooming, appropriate dress and professional behavior throughout internship/employment.
- vii. To be familiar with and follow the worksite's employment policies, procedures, dress code, privacy or confidentiality agreements, and behavioral expectations.
- viii. To notify work site and school contact person of absences and/or tardiness according to work site policies and procedures and to inform school contact person of any changes in internship/work status (cutback of hours, change in work schedule, or dismissal).
- ix. To maintain communication with school contact person via email, phone or face to face contact at school as required by internship program.
- x. To meet the requirements for a passing grade as outlined in course syllabus or program policies.
- xi. To turn in documentation required for school credit to designated school staff person. This may include timesheets, pay stubs, performance evaluations, internship projects, etc.

b. The parent or guardian agrees:

- i. To be responsible for the personal conduct of the student while in training.
- ii. To encourage student to communicate directly with worksite supervisor and school contact person when late or absent from work.
- iii. To provide the support needed for the student to fully engage in the internship program.
- iv. To assist student with transportation, as needed.

c. Somerset agrees as follows:

- i. To develop a training plan outlining the specific skills student will learn on-the-job in collaboration with the Worksite Supervisor/Employer.
- ii. To provide case management support and act as a liaison between the student, parent/guardian, school and worksite supervisor as needed.

- iii. To ensure that worksite conditions meet the requirements of the law and will not endanger the health, safety, or welfare of the student. Somerset staff reserves the right to withdraw student from internship/worksite when serious concerns arise related to student safety and/or well-being.
  - iv. To visit worksite to evaluate student progress and assist supervisor, as needed, to help the student meet worksite expectations and perform at their full potential.
  - v. To provide consultative support to Worksite Supervisor to ensure a successful and meaningful internship experience for the student and Supervisor.
  - vi. To issue school credit based on hours worked as documented on timesheet, pay stub, or other district-approved documentation per course syllabus or program policy at the end of the term.
- d. The Worksite agrees to the following:
- i. To permit \_\_\_\_\_ (Student Name) from \_\_\_\_\_ (School Name) to enter the workplace as an intern under the supervision of \_\_\_\_\_ (Worksite Supervisor Name) for the purpose of gaining knowledge and experience in the area of \_\_\_\_\_ (Career Area/Industry).
  - ii. To complete the Intern Training/Learning Plan with the Student. (see below)
  - iii. If a polygraph, drug test or other screening is required prior to internship placement or employment, supervisor agrees to obtain parent permission before test is administered.
  - iv. The worksite agrees to conform to all federal, state, and local laws and regulations, including Child Labor Laws and non-discrimination on the basis of sex, race, creed, color, disability, or marital status.
  - v. Worksite Supervisor(s) and any staff who will have consistent, unsupervised contact with interns will complete a criminal background check through Somerset before internship begins. Supervisor is required to maintain line of sight supervision of student. (Note: This does not apply to students who are on the company's payroll.)
  - vi. Employer/supervisor will instruct student in office procedures, appropriate dress, office culture/etiquette, and safety policies and procedures.
  - vii. Ensure the student is given the opportunity to gain well rounded experience in a safe environment and progress in his/her position as proficiency allows.
  - viii. To contact school staff if concerns arise regarding student's work performance.
  - ix. To maintain confidential information and not reveal it to clients, colleagues, or others without procuring the necessary releases or authorizations.
  - x. To utilize information disclosed to worksite supervisor or other staff solely for the purpose of supporting a student's development during an internship.
  - xi. To verify intern timesheet/work hours and complete a Performance Evaluation each semester to provide feedback on student's work quality and ability to meet workplace expectations.

## 2. Wages and Workers' Compensation

- a. Internships may be unpaid or paid by the worksite. Unpaid internships must meet specific criteria when placing students with disabilities. Somerset paid interns are paid an hourly wage. Somerset interns may also receive an incentive for participation in the internship program.
- b. When a student is paid by an outside employer or agency, the Participant is covered by the employer's workers' compensation insurance. students must report an injury to his/her supervisor and

school contact person as soon as possible, but no later than 3 business days or may not be eligible for worker's compensation coverage.

### 3. Termination

- a. Grounds for termination during the internship may include but are not limited to:
  - i. Academic concerns (drop in grades, attendance, not completing class assignments, etc.)
  - ii. Poor work performance
  - iii. Poor attendance at worksite
  - iv. Unprofessional or inappropriate behavior
  - v. Failure to meet program expectations
- b. In the event that the student is terminated from the internship program for reasons of unprofessional or inappropriate behavior while enrolled at Somerset Academy of Las Vegas, the student may face additional disciplinary action as deemed reasonable by the School's CTE Coordinator and/or other school administrator.
- c. Termination may result in a failing grade and/or reduction in number of credits issued.

### 4. Resignation

- a. Due to the nature of an internship arrangement, a student may not withdraw from an internship without prior authorization from Somerset administration except in severe and justifiable circumstances.
- b. If the student resigns from the internship program before all program requirements are complete, credits may not be awarded.

### 5. Confidentiality

- a. The student acknowledges that in the course of the internship experience s/he may have access to and be involved in the processing of verbal, written, filmed, and/or recorded information relating to clients, employees or company business.
- b. The student understands he or she is required to maintain confidentiality of this direct or indirect information at all times, both during and after the internship experience. The student understands that he or she may not share, discuss, or reveal any of this information with anyone.
- c. Failing to maintain confidentiality may result in disciplinary action, including termination from the internship or legal action.
- d. The student agrees to abide by the confidentiality policy as stated above and other information as deemed by employer as confidential.

<b>Term:</b>	<input type="checkbox"/> Fall 20____	<input type="checkbox"/> Spring 20____
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**This student is expected to complete \_\_\_\_\_ (please fill in blank) Work Study credit hours this term as reflected on his/her class schedule.**

Student's Name: \_\_\_\_\_ Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Worksite Supervisor's Name: \_\_\_\_\_ Worksite Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent's Name: \_\_\_\_\_ Parent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Somerset Academy of Las Vegas Work Study Information Sheet

## Somerset Academy of Las Vegas Work Study Document Checklist:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Somerset Work Study Information Sheet | <input type="checkbox"/> Somerset Work Study Agreement Form | <input type="checkbox"/> Intern Training Plan |
|--|---|---|

All documents listed above must be completed and on file for student s to be issued Work Study credit.  
60 hours=0.5 credits

<b>Term:</b>	<input type="checkbox"/> Fall 20____	<input type="checkbox"/> Spring 20____
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\_\_\_\_\_  
Student Name

\_\_\_\_\_  
Name of Internship Company or Organization

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Company or Organization Address

\_\_\_\_\_  
Company or Organization Phone Number

\_\_\_\_\_  
Supervisor's Phone Number

Position is: (Mark all that apply)

- |  |  |
|--|--|
| <input type="checkbox"/> Full Time<br><input type="checkbox"/> Part time<br><input type="checkbox"/> Job Shadowing | <input type="checkbox"/> Internship<br><input type="checkbox"/> CTE Work Experience<br>(If applicable) |
|--|--|

Job Title: \_\_\_\_\_ Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Rate of Pay: \_\_\_\_\_ Unpaid    Hourly Wage: \$ \_\_\_\_\_ Other: \_\_\_\_\_

Work Schedule (Hours/Days of the week) \_\_\_\_\_

Brief Description of Intern Duties: \_\_\_\_\_  
\_\_\_\_\_

Company/Organization Dress Code: \_\_\_\_\_

Somerset Staff Contact Person:

_____ (Name)	_____ (Title)
_____ (Email)	



## Somerset Academy of Las Vegas Work Study Performance Evaluation

To be completed by supervisor and turned in by student at the completion of every 30 hours of work study along with timesheet(s) and other necessary documentation. Attach additional sheets if necessary.

Student's Name: \_\_\_\_\_

Name of Internship Company or Organization: \_\_\_\_\_

**Evaluation Criteria:**

- 4 = above average employee; often exerts extra effort; consistently demonstrates outstanding performance
- 3 = average employee; performs in an acceptable and satisfactory manner
- 2 = below average; needs to improve; occasionally does not meet standards required
- 1 = performance unacceptable; consistently fails to meet minimum standards
- NE = No Evaluation

Using the above criteria, evaluate the student's performance in the following areas:

Category	Subcategory	Rating	Comments
<b>Job Knowledge Evaluation</b>	Awareness of what to do without constant supervision		
	Knowledge of how to perform duties		
<b>Job Performance</b>	Organization		
	Accuracy		
	Speed		
	Neatness		
<b>Attitude</b>	Initiative		
	Conformance to operational policies		
	Cooperation with co-workers		

	Cooperation with public		
	Acceptance of supervision		
<b>Reliability</b>	Consistency of performance		
	Completion of tasks		
	Adherence to work schedule		
	Promptness in reporting to work		

<b>Learning Objectives for Internship (From Intern Training Plan)</b>	<b>Rating</b>	<b>Comments</b>
a.		
b.		
c.		
d.		
e.		

<b>Worksite Supervisor Evaluation of Work Study Program</b>	<b>Rating</b>	<b>Comments</b>
Communication between Somerset Academy and Worksite		
Student Leadership Opportunities at Worksite		
Support from Somerset Academy		
Quality of the Program		

**Additional Comments:**

Please identify some of the student's strengths and weaknesses, offering any suggestions for improvement.

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**Worksite Supervisor Communication Preference(s):**

- Email
- Phone Call

- Text Message
- In Person Conference

Student Evaluation of Work Study Program	Rating	Comments
Communication between Somerset Academy and Worksite		
Student Leadership Opportunities at Worksite		
Support from Somerset Academy		
Quality of the Program		

**Student Comments:**

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I have discussed this evaluation with my supervisor; however, my signature does not indicate agreement with the rating or any attached comments.

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Worksite Supervisor's Name: \_\_\_\_\_

Worksite Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# SOMERSET ACADEMY OF LAS VEGAS

## Supporting Document

Meeting Date: December 17, 2019 Agenda Item: 8 – Discussion Regarding Principals and Board Communication Number of Enclosures: 0
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<b>SUBJECT: Principals and Board Communication</b>
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<input type="checkbox"/> Action
<input type="checkbox"/> Appointments
<input type="checkbox"/> Approval
<input type="checkbox"/> Consent Agenda
<input checked="" type="checkbox"/> Information
<input type="checkbox"/> Public Hearing
<input type="checkbox"/> Regular Adoption

Presenter (s): Somerset Principals and Board
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Recommendation:
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Proposed wording for motion/action:
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Fiscal Impact: N/A
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Estimated Length of time for consideration (in minutes): 3-5 Minutes
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Background:
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Submitted By: Staff
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# SOMERSET ACADEMY OF LAS VEGAS

## Supporting Document

Meeting Date: December 17, 2019

Agenda Item: 9 – Discussion Regarding Campus Advocates Contract

Number of Enclosures: 1

### **SUBJECT: Campus Advocates Contract**

Action

Appointments

Approval

Consent Agenda

Information

Public Hearing

Regular Adoption

Presenter (s): Crystal Thiriot

Recommendation:

Proposed wording for motion/action:

Fiscal Impact: N/A

Estimated Length of time for consideration (in minutes): 10-15 Minutes

Background: The Somerset Sky Pointe and Lone Mountain campuses have entered into a contract with Campus Advocates. The Board will discuss the details of the contract.

Submitted By: Staff

# CAMPUS ADVOCATE, INC.

## Fundraising Platform & Media Management Services Agreement

This FUNDRAISING PLATFORM & MEDIA MANAGEMENT SERVICES AGREEMENT ("Agreement") is entered as of the Effective Date (as provided below) by and between Campus Advocate, Inc., a Delaware corporation ("Campus Advocate"), and [REDACTED] ("School"), pursuant to the following terms and conditions:

### TERMS OF AGREEMENT

#### 1. OWNERSHIP/OPERATION OF FUNDRAISING PLATFORM

**1.1 Fundraising Platform – Description/Purpose.** The "fundraising platform" shall consist of multiple self-contained and protected floor or wall mounted structures and parcel delivery lockers which utilize a screen, shelves and phone charging stations, software and an interactive mobile application for the display of information and content by [REDACTED] in support its own fundraising events and activities. As a component of the fundraising platform, OurCampus mobile application and marketplace is intended to facilitate and enhance School's and its students' use and enjoyment of the fundraising platform to its fullest potential.

The fundraising platform is a tool to empower schools and their clubs, sports, boosters, pto/pta and all other similar activities to increase existing fundraising revenue on campus by providing a more efficient and effective manner of fundraising than School existing activities, offerings and efforts. The amount of revenue generated by School and its organizations is solely based on School and its organization's own efforts in utilizing the fundraising platform consistently and effectively as recommended and directed by Campus Advocate. In addition, to the supply and installation of the fundraising platform, Campus Advocate will provide the tools and assistance to organizations as needed to promote the most efficient and effective use of the fundraising platform by School. However, other than providing said assistance and direction, it is not the responsibility of Campus Advocate to generate funds for School to achieve its established fundraising goals through its fundraising programs.

#### **1.2 Ownership; Costs & Expenses.**

The fundraising platform and all related components shall always be owned exclusively by Campus Advocate. Campus Advocate shall be responsible for all costs associated with the fundraising platform, including the supply, installation, maintenance and updating of the displays and supporting software, as well as the operation of the mobile application. The only cost to [REDACTED] shall be (a) the cost to provide electricity for the operation of the system, and (b) the cost to create its own content for display on the platform. Unless otherwise required by law or School's own policies, the installation of the display system shall be performed by Campus Advocate, at its own cost and expense. The displays will be installed at high traffic locations around School's campuses to maximize the effectiveness of the operation of the fundraising platform. With the assistance of School and depending on the fundraising option chosen by School (section 3.2), Campus Advocate will propose the location(s) on the campus where each display is to be installed, with School and Campus Advocate mutually agreeing on each installation location before the installation occurs. The displays shall not be installed in classrooms. After installation,

School shall not make any changes or alterations to the system installation hardware or software or the display, and may not move the location of the display, without first obtaining consent and approval from Campus Advocate.

**Fundraising tools revenue share options. Default is Option 1. Unless school specifies.**

**Option 1.** Option 1 will be selected automatically unless Option 2 is chosen by the school and signed on designated line below. Campus Advocate is responsible for all items listed in section 1.2 above. In exchange for District/School not being responsible for any cost to acquire, install or maintain the fundraising platform Campus Advocate will receive a 50%/50% of all local sponsorship fundraising revenue generated using the Campus Advocate Platform.

**Option 2.** District/School shall be responsible for all costs associated with the fundraising platform, including the supply, installation, maintenance and updating of the displays and supporting software. Fundraising revenue would be split 85%/15% (School/Campus Advocate) and a fee will be paid monthly to Campus Advocate to operate and keep the fundraising platform available to District/School. The fee to be paid to campus advocate would be based on the Fundraising package picked by District/School in section 3.2 below.

- Package 1. \$7,500 per month (50 months Aug-May)
- Package 2. \$15,000 per month (50 months Aug-May)

SIGN FOR OPTION 2. \_\_\_\_\_

**1.3 Installation and Onboarding of Fundraising Platform.** School acknowledges the Fundraising Platform system will be installed at School's campus upon the availability of displays and parcel lockers and personnel to perform the installation and School onboarding. Campus Advocate makes no specific representation as to the time for installation after the Effective Date of this Agreement. Once the installation date has been selected and mutually agreed upon by Campus Advocate and School, School may change the installation date, but School must notify Campus Advocate no later than 10 business days prior to agreed installation date. If Campus Advocate sends an installation team to install and is unable to perform installation due to School not being prepared or properly set up for installation then an additional (1) one year will be added to the agreement to offset travel and team member cost. Additionally, School will be subject to next available installation date when Campus Advocate has availability.

**1.3.1 Onboarding** Prior to the activation of the Fundraising Platform and the installation of the product, there are several onboarding steps that need to occur between Campus Advocate and School to create a successful partnership.

- A. **Onboarding Form(s).** Once terms and condition after the Effective Date of this Agreement have been agreed, District/School has 14 days (2 Weeks) from the date when the Agreement is signed to fully complete the Onboarding form(s). Failure of School and its organizations to provide and complete the Onboarding form(s), the Agreement will automatically renew and extend for an additional period of 12 months and may cause the delay and installation of the Campus Advocate Platform. The Onboarding form(s) should be assigned to the District/School official \_\_\_\_\_, whom will have the responsibility to complete the Onboarding forms. The forms are to be used by Campus Advocate to make sure District/School information is submitted before installation, this includes but not limited to photos of kiosk placement(s) location, understanding key roles, and frequently asked questions.

- B. Introduction Meeting and Activation Preparations. Introduction of Campus Advocate to all School organizations, sports teams, administration, teachers, ASB/leadership, PTA and the like that fundraise regularly or have the need to fundraise (up to 6 Weeks prior to Launch). School or Club will identify person(s) or team(s) that will be ambassadors to the Campus Advocate Platform, Identify Fundraisers, Campus store opportunities and Primary Contacts. Campus Advocate will outline School's goals to be achieved (section 3.2.1). Launch event planning with ASB and campus ambassadors. Dashboard walk through with School Ambassadors (3-4 Weeks Prior to Launch). Campus Advocate requires District, School and its organizations to provide a complete directory of campus faculty, teachers, coaches, and parents. This may include, but is not limited to phone numbers and emails, with the exception of student phone numbers. Contact information is only to be used by Campus Advocate to bring awareness and promote Schools fundraising goals and activities.
- C. Activation On Campus launch. On Campus Launch and Event will take place once the date has been selected and mutually agreed upon by Campus Advocate and School. The On Campus Launch will be considered as the official launch date of Campus Advocate and its fundraising platform at School.

**1.4 Operation of Fundraising Platform; Penalty.** The fundraising platform shall be operational during School's school year. If School turns off the displays during summer or holiday breaks, it must advise Campus Advocate of the same in writing within twenty-four (24) hours of turning the displays off. School may not turn off the displays for any reason if a fundraiser is active. School must turn the displays back on within twenty-four (24) hours of the start of school to allow for updates, downloads, etc. Other than for breaks, School shall not turn on/off the displays for any reason. If School does turn off the display, it must advise Campus Advocate of the same within twenty-four (24) hours, and if School refuses to re-activate the display system.

Additionally, for each day the system is offline, thirty (30) days will be added to the Term of this agreement (section 7.1).

**1.5 Replacement-Removal of Fundraising Platform Displays.** After installation is complete and the fundraising platform is operable, Campus Advocate shall bear the cost and expense of replacing any non-functioning/vandalized/damaged/stolen displays during the Term of this Agreement. But, if any display is required to be replaced or repaired due to vandalism, theft, or damage more than one (1) time after original installation, Campus Advocate reserves the right to refuse to repair or replace the display thereafter.

**1.6 Access to Campus to Perform Maintenance/Upgrades; Penalty for Cancellation.**

From time to time, it will be necessary for Campus Advocate to perform routine maintenance and upgrades to the fundraising platform. In such an event, Campus Advocate shall be allowed to access School's campus during School's regular business hours, or during breaks.

If Campus Advocate sends maintenance teams and incurs expenses and is unable to gain access to perform maintenance, an additional thirty (30) days to the Term of this Agreement.

**1.7 Removal of Fundraising Platform System.** No later than thirty (30) days following the expiration of the Term of this Agreement or the removal of a display pursuant to section 1.5 above, Campus Advocate shall undertake all steps, at its own cost and expense, necessary for the removal of the displays from School's campus, and shall, to the best of its ability, restore to pre-installation condition the area in which each display was installed. If the displays are removed due to School's breach of this Agreement, it shall bear the cost and expense of removing the displays from the campus and restoring each installation location to its pre-installation condition.

## 2. DISPLAY OF CONTENT

**2.1 Content on Fundraising Platform.** Whether by Campus Advocate or School, no content shall be displayed on the fundraising platform that is violent, offensive, politically incorrect, sexually explicit, or containing any other similar objectively inappropriate content for Schools students, including content that (a) is obscene, libelous or slanderous, (b) may incite students to commit unlawful acts or disrupt the orderly operation of School, (c) promotes any particular political interest, candidate, party or ballot measure, (d) discriminates against, attacks or denigrates any group on account of any unlawful consideration, or (e) promotes the use or sale of materials or services that are illegal for \_\_\_\_\_ students, including but not limited to promotions for tobacco, intoxicants, and movies.

**2.2 Display of Content.** Whether by Campus Advocate or School (including School's content, student content, School positive messaging, fundraising messaging, etc.) School and Campus Advocate represent and warrant to each other the content displayed (a) will not infringe or misappropriate any intellectual property (including, without limitation, trademarks and copyrights), confidentiality, publicity or privacy rights of any third party in any jurisdiction, (b) is truthful and accurate, and not defamatory, deceptive or misleading, (c) does not contain any material or element that is unlawful, harmful, abusive, hateful, threatening, or obscene; and (d) does comply the guidelines/criteria as provided in section 2.1 above.

**2.3 Updates; Penalty.** School shall be responsible for providing its own School specific content and fundraising content for display on the platform. School's content shall be updated by it no less than one (1) times per week. The failure of School to provide updated content shall be considered a material breach of this Agreement. For each week School fails to upload or update its content as provided in this section, the Term of this Agreement (section 7.1) shall be extended an additional thirty (30) days to allow Campus Advocate to recover the expenses incurred and suffered by it as a result of School's failure to timely upload/update its content.

## 3. REVENUE SHARING WITH CAMPUS ADVOCATE

**3.1 Roles & Responsibilities.** Revenue generated by School or its organizations is solely based on the efforts of School and its organizations and their utilization of the Campus Advocate fundraising platform. The more efficient and consistent the School utilizes the Campus Advocate fundraising platform the more fundraising dollars a School and its organizations are likely to raise. It is the responsibility of Campus Advocate to assist School and its organizations in maximizing its fundraising activities, but not to generate funds for School to achieve its identified fundraising goals. School or its organizations are to set the goal for each fundraising activity. It is the Schools responsibility to inform its schools clubs, sports, parent group and the like to adopt and use the Campus Advocate platform.

**3.2 Fundraising Options.** School shall select one fundraising Platform from the following two (2) options:

**(a) Package 1: Five (5) Displays and up to 50 parcel lockers**

- (i) Up to Four (4) Campus Advocate displays (to be placed in high traffic locations proposed by Campus Advocate and approved by School);
- (ii) One (1) student store display (to be placed in high traffic location mutually agreed upon between Campus Advocate and School); and
- (iii) Goal of Fifteen Thousand Dollars (\$15,000) in fundraising goals per quarter through a minimum of five (5) fundraising activities.

**(b) Package 2: Ten (10) Displays and up to 150 parcel lockers**

- (i) Up to Eight (8) Campus Advocate displays (to be placed in high traffic locations proposed by Campus Advocate and approved by School);
- (ii) Two (2) student store displays (to be placed in high traffic location mutually agreed upon between Campus Advocate and School); and
- (iii) Goal of Twenty Thousand Dollars (\$20,000) in fundraising goals per quarter through a minimum of five (5) fundraising activities.

School hereby selects fundraising Option \_\_\_\_\_ as its fundraising program.  
 \_\_\_\_\_ School Representative

**3.2.1 School Identify Fundraising Goal.** The School has set a fundraising goal of: \_\_\_\_\_ for the 2019-20 school year. The fundraising goal of \_\_\_\_\_ can be achieved by implementing up to four (4) of the fundraising opportunities provided by Campus Advocate below:

- A. Campus Assist List Program (Fundraising goal \_\_\_\_\_ (annually)
- B. Local Deals/Coupons (Fundraising goal \_\_\_\_\_ (monthly)
- C. Sponsorships (Fundraising goal \_\_\_\_\_ (monthly)
- D. Marketplace (Fundraising goal \_\_\_\_\_ (monthly)

- A. **OurCampus App Back to School Supplies that Support Program.** The School agrees to participate and publicize the Supplies that Support Program among students and parents through suitable means at the start of each school year. This may include, but is not limited to announcements in the schools, emails, newsletters, letters to parents, special promotion in teacher-parent events, phone calls, text messages, etc. The Supplies that Support Program at School is intended to create a fundraising opportunity and encourage parents to buy back to school items and school supplies on the mobile application provided by OurCampus. Teachers are to submit a list of classroom and student needs for each school year for parents to buy and communicate that information to the parents starting May 1<sup>st</sup> of each year. Once School and/or its teachers have submitted back to school items, Campus Advocate responsibility will implement the list(s) on the mobile application. It is not the responsibility of Campus Advocate to inform School personnel or parents about the program but to provide the tools to empower the school to have fundraising success
- B. **Sponsorships.** School’s goal for sponsorship opportunities have been identified and set to a goal of above throughout the school year. The funds generated from sponsorships will be split 50%/50% by School and Campus Advocate monthly.
- C. **Deals, Discounts and Coupons.** School’s and/or its organizations should establish and build relationships within local community to implement local deals and coupons on the fundraising

platform to empower and incentivize families and communities to purchase common transactions through the school and Campus Advocate. The School will receive 10% of the revenue generated by local deals or coupons agreed by local business and School monthly.

Discounts offered through the marketplace to School, Teachers and Staff like "Teach50" may be offered, utilized and redeemed pending School, Teachers and Staff "qualify".

A Teacher or Staff member will be giving access to promotion codes like "Teach50" only when they have a signed up for a monthly subscription offer themselves.

A School will be given access and may utilize "Teach50" to purchase school items only when 20% of the school family population has signed up for a marketplace subscription of any size.

This benchmark is to provide balance to allow the school and its staff to take advantage of significant cost savings from codes like Teach50 and the like, while staying motivated as a school to encourage it's families to use the same marketplace school and staff are receiving significant discounts from.

- D. **Marketplace.** Any items sold in the OurCampus Marketplace that does not come directly from School (School tickets, School Apparel) Campus Advocate will split the fundraising revenue 25% NET (NET defined is minus sourcing and cost of goods and shipping) of funds generated through the OurCampus Mobile Marketplace platform monthly. If any items or product are sold from a third party and OurCampus marketplace is not the point of sale school and Campus Advocate may not receive a % of that transaction.

**3.3 Revenue From Local School Fundraising.** With respect to the fundraising option selected by School in section 3.2, School and Campus Advocate shall share on a fifty-fifty (50%/50%) basis all fundraising revenue generated from the utilization of the fundraising platform through the display of local content as generated or sourced by School ("local" defined as content generated by businesses local to School and shown on displays at School only).

**3.4 Fundraising Goals; Penalty.** To maximize its fundraising efforts in utilizing the fundraising platform and achieve success, Campus Advocate requires School and its organizations to source and run fundraising activities per school semester with fundraising goals in accordance with either option 1 or 2 above. If School fails to meet the minimum fundraising revenue for activities and goals in a quarter, an additional amount of time equal to each failed quarter shall be added to the Term of this Agreement (section 7.1). Additionally, if school does not put forth any effort to empower itself, clubs, sports teams, pta/pto and the like to use the platform to generate is quarterly goal Campus Advocate has the right to deduct schools quarterly fundraising goal from marketplace revenue earned.

Example; School local quarterly revenue goal is \$15,000 and School generates \$0 fundraising dollars and OurCampus Marketplace generates \$125,000 in fundraising dollars. Per the agreement School would receive \$62,500 of the \$125,000. Due to the school not generating local revenue Campus Advocate would deduct \$15,000 from the \$62,500. School would receive a check for \$47,500 instead.

It is imperative to understand this action is not designed to harm school partners but to provide motivation and incentive to use ALL verticals of the financial investment made by Campus Advocate.

Lastly, if school or it's organizations violate the existing agreement by side stepping the Campus Advocate agreement by offering or entering into agreement with a sponsor that has a negative effect on current sponsors in place who have already paid the school. It will be solely the Schools responsibility to refund the all moneys earned including any fee's paid to Campus Advocate to that sponsor if requested.

This provision shall not apply if the School has a prior agreement with another sponsor at the time that this Agreement is entered into. However, in no event shall the existing agreement be renewed while this agreement is in effect.

Example; School secures an exclusive partner for \$20,000 for the school year through the Campus Advocate platform. School PTO not in communication with school then offers access to the exclusive partner's competitor for \$1,000 for similar access thus violating the agreement between the School and exclusive partner. School would be responsible to pay back all fee's if requested by exclusive partner not Campus Advocate.

If School misses, it's local quarterly goal as outlined above an additional thirty (30) days will be added to the term of this agreement to allow.

**3.5 School Product Sales.** Revenue generated by selling School Product through the student store and app will not be shared with Campus Advocate and the School receives 100% of the revenue for the school or group that sets up the fundraiser. School product is defined as – school branded products or items. For example, ASB apparel, PE clothes, School Sports team Products, School event tickets and the like.

**3.6 Payment Terms.** The fundraising fees generated from the display of School generated or sourced content as provided in section 3.2 shall be calculated and paid to School or its organizations on a weekly basis through the use of the Campus Advocates mobile application. If School or its organizations do not utilize the mobile applications, payments will be sent quarterly. School or its organizations are responsible to create and setup a Campus Advocate account in order to fundraise, track transactions and receive fundraising income. Campus Advocate shall be responsible for the processing and handling of all such revenue, at its own cost and expense. After fundraising monies have been received, funds will be delivered to School or its organizations.

**3.7 Summary in Support of Payment.** At the end of each month, Campus Advocate shall make available to School or its organizations a fundraising statement through the Campus Advocate application for viewing at their discretion.

#### **4. PROMOTION OF FUNDRAISING PLATFORM & MOBILE APPLICATION**

**4.1 Annual Requirement.** The success of the fundraising platform and the amount of revenue generated by the School is directly dependent upon the participation of the School in the promotion of fundraising opportunities and activities to parents/students and local business partners, whether or not School presently has a relationship with them. This requires School to annually participate in the promotion of the fundraising platform and mobile application. In this regard, School agrees to use its best efforts at the beginning and during each school year to promote the use of the fundraising platform and mobile application, including the sending of introductory written or electronic communications to teachers, coaches, clubs, boosters, parents, students, and local businesses as may be requested by Campus Advocate. Campus Advocate understands at times School or it's organizations may engage with other fundraising platforms that fall outside the scope of Campus Advocate's platform (Fun Runs/Book Fairs/Festivals) if school elects to engage with additional fundraising activities it may do so by informing Campus Advocate of the type of non-competing fundraiser date and location. School may not engage with any fundraiser for the first 60 days from the first day of school in order to prevent any engagement dilution from the community. This 60-day time will be dedicated to focus on key fundraising engagements and milestones set by school and Campus Advocate

**4.2 Partnership Manager.** School designates \_\_\_\_\_  
(e-mail: \_\_\_\_\_) as the partnership manager to work with Campus Advocate in the operation and promotion of the fundraising platform and mobile application generally. Should School change the designation of its partnership manager, it must advise Campus Advocate of the same in writing within two (2) business days, providing the name and e-mail address of the newly designated partnership manager. After designation, School's partnership manager shall be charged with the responsibility of being responsive on behalf of the School to all inquiries and communications from Campus Advocate, and to provide said response no later than two (2) business days upon receipt of the communication.

## **5. EXCLUSIVITY**

**5.1 Campus Advocate as Exclusive on Campus Media Manager and Fundraising Platform.** With respect to the services to be provided under this Agreement (fundraising platform, display system, on campus media management and mobile application), Campus Advocate shall be School's sole and exclusive provider of all Fundraising types and kinds on School's campus. As such, School (and its schools) agrees not to engage, contract with or otherwise allow any other third-party commercial sponsor or partner (whether an individual, PTO/PTA, Coach/Sports club or business entity) to sell or place commercial materials on any location on its campus (defined as the physical property boundaries of the campus, owned or controlled by School) for the promotion of goods and services, or any mobile application which competes with the OurCampus mobile application, or otherwise for the purpose of securing any form of promotion of business, goods or services which competes with the display of content on the displays. All agreements for on campus placements of a commercial nature and content, whether existing before or after the Effective Date of this Agreement, shall be coordinated through and handled exclusively by Campus Advocate after the Effective Date of this Agreement.

This Exclusivity is to protect and prevent the School or its organizations from creating or entering into conflicting agreements or partnerships that may harm or cause damage to the school which have been secured through the Campus Advocate Platform by the school.

**5.2 Failure to Honor Exclusivity.** The failure of School to honor the terms of exclusivity as provided in this section 5 shall serve as the basis for Campus Advocate to terminate this Agreement in its discretion and remove the fundraising platform from campus, with School bearing the cost of the removal of the display system and the restoration of the installation location to its pre-installation condition.

## **6. INSURANCE/INDEMNIFICATION**

**6.1 General Liability Insurance.** At all times during the Term of this Agreement, Campus Advocate agrees to carry comprehensive general liability insurance and cyber liability coverage to protect against any injury to School, its officers, administrators, employees and students, and any other person, any property damage and/or business/advertising injury, with limits in the aggregate amount of at least Two Million Dollars (\$2,000,000.00) as coverage for Campus Advocate's performance of services under this Agreement. At its request, Campus Advocate will name School as an additional insured on all comprehensive general liability policies in effect during the performance of said services. Prior to the commencement of the performance of services, proof/certificates of insurance will be provided to School.

**6.2 School's Acts/Omissions-Content Only.** School shall indemnify, defend, and hold Campus Advocate and its directors, officers, employees, and licensors, harmless from and against any liability,

claims, demands, suits, costs, charges, losses, and expenses (including, without limitation, attorney's fees, costs, and legal expenses), arising only from the display of School's generated or sourced content on the fundraising platform.

**6.3 Campus Advocate's Acts/Omissions.** Campus Advocate shall indemnify, defend and hold School and its directors, administrators, officers, employees, independent contractors, affiliates, sponsors, successors, or assigns, harmless against any and all liability, claims, demands, suits, costs, charges, losses, and expenses (including, without limitation, attorney's fees, costs, and legal expenses), including, but not limited to any claim, loss, damage or injury to person or property of School, its students, employees, agents, and/or contractors, invitees or any other third party, arising out of the performance of Campus Advocate's services under this Agreement.

## **7. TERM, RENEWAL, AND TERMINATION**

**7.1 Term/Renewal.** The term ("Term") of this Agreement shall commence on the date the last display is installed on one of School's campus and shall continue for a period of sixty (60) months from the date of the installation of the last display. Upon completion of the last installation, Campus Advocate shall provide written notice to School of the commencement of the Term and the date the Term will expire. Thereafter, and so long as allowable by the applicable laws of School's state, this Agreement will automatically renew and extend for an additional period of twenty-four (24) months unless School opts not to extend the Agreement by providing Campus Advocate written notice of the same no later than ninety (90) days before the expiration of the initial Term. In the event the Term is extended as a result of School's failure to comply with the requirements of sections 1.4, 1.6, 2.3 or 3.4, Campus Advocate shall provide School with written notice of the extension.

**7.2 Right to Terminate – With Cause.** School shall have the right to terminate this Agreement by giving written notice to Campus Advocate in the event it has materially breached this Agreement by failing to cure said breach within ninety (90) days following receipt of notice of the alleged breach.

**7.3 No Termination for Convenience.** In consideration for Campus Advocate's supply and installation of the fundraising platform and related components, and the preparation of the same for its operation on School's campus without any contribution by or cost to School, School shall not be entitled to terminate this Agreement for convenience and/or without cause.

**7.4 Termination by Campus Advocate.** Campus Advocate reserves the right to terminate this Agreement in the event School violates the provisions of sections 2.3, 4.1 or 5, and in such an event, School shall bear the cost to remove the display system and the restoration of the installation locations to their pre-installation condition.

## **8. GENERAL TERMS AND CONDITIONS**

**8.1 Effective Date of Agreement.** Other than for the Term, the Effective Date of this Agreement shall be the date in which the Agreement is first signed and dated on behalf of School.

**8.2 Ratification of Agreement by School's Governing Board.** Campus Advocate acknowledges this Agreement may not be binding on the parties, unless and until School's governing board (if any) approves and ratifies the Agreement. If so required, after execution by the parties, School

shall have thirty (30) days from the Effective Date in which to obtain approval or ratification by School's governing board.

**8.3 Force Majeure.** The occurrence of any unforeseen act or event that prevents a party from performing its obligations under this Agreement, is beyond the reasonable control or and not the fault of said party and said party has been unable to avoid or overcome the prevention by its exercise of due diligence, is considered a "Force Majeure Event" such that the party is excused from further performing its obligations. Under this Agreement, "Force Majeure Event" includes, but is not limited to the following events or occurrences: war, flood, lightning, drought, earthquake, fire, volcanic eruption, landslide, hurricane, cyclone, typhoon, tornado, explosion, civil disturbance, act of God or the public enemy, terrorist act, military action, epidemic, famine or plague, shipwreck, action of a court or public authority, or strike, work-to-rule action, go-slow, or similar labor difficulty, each on an industry-wide, region-wide or nationwide basis. Should a Force Majeure Event occur, and a party cannot perform its obligations, the non-performing party shall not be liable for any loss or delay resulting from any Force Majeure Event, and any payment or delivery date shall be extended to the extent of any such delay resulting from the Force Majeure Event.

**8.4 Binding on Successors and Assigns.** The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors and assigns. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person, partnership, or corporation, other than the parties, their successors and assigns, any benefits, or rights under or due to this Agreement, except to the extent of any contrary provision herein contained.

**8.5 Relationship of Parties.** Campus Advocate is an independent contractor of School. This Agreement shall not create an employer-employee relationship, a partnership, joint venture, or other agency relationship between the parties. All personnel used by Campus Advocate to perform the services required under this Agreement shall be deemed the employees, agents, or independent contractors of Campus Advocate only. Campus Advocate shall be solely responsible for compliance with all tax, insurance, and labor laws applicable to the fees paid to Campus Advocate under this Agreement. No party shall have the right, power, or authority to create any contract or obligation, or make any commitments, expresses or implied, on behalf of, in the name of or binding upon the other party.

**8.6 Assignment.** Campus Advocate shall have the right to transfer or assign all or any portion of its interest in the Agreement to a third party upon prior written consent of the School, which consent shall not be withheld except for a commercially valid reason or excuse. The event of transfer or assignment as consented to by School shall not automatically extend the Term of the Agreement for a term longer than agreed to between the parties hereinabove.

**8.7 Notices.** All notices, requests, demands, claims, consents and other communications which are required or otherwise delivered hereunder shall be made in writing and via electronic mail, and shall be deemed to have been duly given if (i) personally delivered; (ii) sent by nationally recognized overnight courier; (iii) or (v) the electronic mail is reported received by the return receipt requested, or an equivalent e-mail response received (or at such other address for a party as shall be specified by like notice).

**8.8 Waiver.** The parties may not amend or waive any provision of this Agreement, except pursuant to a writing executed by the party or parties against whom any amendment or waiver is sought to be enforced. No failure or delay in exercising any right or remedy or requiring the satisfaction of any

condition, and no course of dealing between the parties, shall operate as a waiver or estoppel of any right, remedy, or condition.

**8.9 Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, if the essential terms and conditions of this Agreement for both parties remain valid, legal, and enforceable. If any essential provision is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill, as closely as possible, the original intents and purposes of this Agreement.

**8.10 Governing Law/Venue.** This Agreement, including, but not limited to, its validity, interpretation, construction, performance, and enforcement, shall be construed in accordance with and governed by the laws of the state in which School is located, and any party bringing a legal action or proceeding against the other arising out of or relating to this Agreement, or the transactions it contemplates, shall bring the legal action, or proceeding in federal or state courts located in the county in which School is located.

**8.11 Merger/Integration/Amendments.** This Agreement contains the entire agreement between the parties and represents the complete and exclusive expression of the parties' agreement on the matters between the parties. All prior and contemporaneous representations, negotiations, or agreements between the parties on matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. In entering this Agreement, neither party has relied upon any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated herein. Any changes or amendments to this Agreement after the Effective Date must be in writing and signed by both parties before becoming a part of this Agreement.

**8.12 Execution/Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same document. The parties additionally acknowledge and agree that this Agreement may be executed and delivered by facsimile or email. At the time of each of the parties has a facsimile or email copy of this Agreement, and/or counterparts thereof, containing the signatures of all the parties, this Agreement shall be treated as having been fully executed and delivered for all purposes.

**8.13 Copyright/Trademarks.** Campus Advocate's fundraising platform, the display system and its supporting software and programs, the mobile application and its supporting software programs, including but not limited to text, graphics or code, are copyrighted under the laws of the United States and other copyright laws, and are the property of Campus Advocate. Other than for the performance of services and obligations under this Agreement, any other use, including but not limited to the reproduction, distribution, display or transmission of the Campus Advocate's property is strictly prohibited, unless first authorized by Campus Advocate.

**8.14 Fingerprinting Requirements.** Campus Advocate hereby acknowledges that, if so required, it will comply with the requirements of the state or federal statutes applicable to School with respect to fingerprinting of employees who may have contact with the School's students. Campus Advocate will also ensure that its consultants performing the services under this Agreement also comply with the requirements of said statutes. If required by state or federal statutes applicable to School,

Campus Advocate will provide for the completion of a Fingerprint Certification form, in School's required format, prior to any of Campus Advocate's employees, or those of any other consultants, encountering School's students. Campus Advocate further acknowledges that other fingerprinting requirements may apply, as set forth in School's applicable statutes and will comply with any such requirements.

**8.15 Maintenance of Accounting Records.** Campus Advocate shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Campus Advocate shall allow a representative of School during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Campus Advocate shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

**8.16 Drug/Tobacco Free Facilities.** Campus Advocate acknowledges and understands that School's campus is a drug and tobacco free facility. Any drug and/or tobacco use (smoked or smokeless) is always prohibited on all areas of School's campus.

**8.17 Student Educational Records.** Campus Advocate does not anticipate coming into possession of student educational records during its performance of services under this Agreement. However, should it do so, Campus Advocate will comply with SOPIPA, FERPA or any similar federal or state laws applicable to School and the services provided under this Agreement, and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from School, students or parents as provided by law.

**8.18 Non-discrimination.** The parties will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

By execution below, the parties enter this Agreement as of the Effective Date and agree to be bound by its terms.

**CAMPUS ADVOCATE:**

By: \_\_\_\_\_

**Campus Advocate, Inc.  
a Delaware corporation**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHOOL:**

By: \_\_\_\_\_

**RATIFICATION**

Pursuant to Section 8.2 above, this Agreement is deemed ratified and thereby made effective this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by the governing board of \_\_\_\_\_.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

# SOMERSET ACADEMY OF LAS VEGAS

## Supporting Document

Meeting Date: December 17, 2019

Agenda Item: 10 – Review and Approval of the Second Lease Amendment for the Aliante Campus

Number of Enclosures: 1

### **SUBJECT: Second Lease Amendment for the Aliante Campus**

Action

Appointments

Approval

Consent Agenda

Information

Public Hearing

Regular Adoption

Presenter (s): Arthur Ziev

Recommendation:

Proposed wording for motion/action:

**Move to approve the second lease amendment for the Aliante campus, as presented.**

Fiscal Impact: N/A

Estimated Length of time for consideration (in minutes): 5-7 Minutes

Background: The second amendment to the lease will allow Somerset to purchase the Aliante campus one year earlier, starting on September 1, 2020.

Submitted By: Staff

**SECOND AMENDMENT TO LEASE AGREEMENT  
(Somerset Academy of Las Vegas – Aliante)**

This SECOND AMENDMENT TO LEASE AGREEMENT (this “**Second Amendment**”), entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between **TA Las Vegas Valley Drive LLC**, a Delaware limited liability company (“**Landlord**”), and **Somerset Academy of Las Vegas**, a Nevada public charter school and a non-profit corporation duly organized and validly existing under the laws of the State of Nevada (“**Tenant**”).

WITNESSES:

A. Landlord and Tenant are parties to that certain Lease Agreement dated as of January 3, 2018 as amended by that certain First Amendment to Lease dated as of August 27, 2019 (collectively, the “**Lease**”), pursuant to which Tenant leases from Landlord those certain “**Premises**” consisting of real property located in the city of Las Vegas, Clark County, Nevada, and more particularly described on Exhibit 1.1 to the Lease (the “**Land**”), the building(s) located on the Land and to be located on the Land pursuant to the Lease (the “**Building**”), and all fixtures and improvements located therein and thereon.

B. Landlord and Tenant desire to amend the Lease, upon the terms and conditions set forth in this Second Amendment.

NOW, THEREFORE, in consideration of the terms, covenants, and conditions contained in this Second Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree to amend the Lease as follows:

1. Definitions. Capitalized terms used, and not otherwise defined, in this Second Amendment shall have the same meanings as provided in the Lease. The Lease and this Second Amendment shall herein be collectively referred to as the “**Lease**,” and from and after the date of this Second Amendment, any reference to the “**Lease**” shall mean the Lease (as defined in Recital A) as modified by this Second Amendment.

2. Option Purchase Price. The first paragraph of Section 2.4, Section 2.4.3, Section 2.4.4, and Section 2.4.5 of the Lease are each hereby deleted in their entirety and the following are hereby inserted in those places:

2.4 Option to Purchase. As of the Commencement Date, Landlord shall be deemed to grant, bargain, sell, and convey to Tenant—and hereby does, as of such Commencement Date, grant, bargain, sell, and convey to Tenant—an option (the “**Option**”) to purchase the Premises for the Option Purchase Price. The Option may only be exercised by Tenant, and only during the period commencing on September 1, 2020 and ending on August 31, 2023. Accordingly, for purposes of this Lease, the term “**Option Period**” shall mean the portion of the Term that commences on September 1, 2020 and ends on August 31, 2023.

2.4.3 The price for Tenant’s purchase of the Premises pursuant to the Option (the “**Option Purchase Price**”) shall, subject to adjustments under Section 2.4.4 and Section 11.2 of

this Lease, equal the greater of (i) the Project Value of the Premises or (ii) the Appraised Value of the Premises.

2.4.4 For purposes of this Lease, the “**Appraised Value of the Premises**” shall mean the fair market value of the Premises as declared by the full narrative appraisal report that Tenant shall be required to deliver pursuant to Section 2.4.1, subject to Landlord’s confirmation that the requisite appraisal shall have been duly prepared according to the requirements specified in such Section 2.4.1. Notwithstanding the foregoing, the Parties agree that the Appraised Value of the Premises shall not exceed the following limits:

(i) \$18,494,627 if the Closing Date occurs on or between September 1, 2020 and September 30, 2020,

(ii) \$18,391,814 if the Closing Date occurs on or between October 1, 2020 and October 31, 2020,

(iii) \$18,289,001 if the Closing Date occurs on or between November 1, 2020 and November 30, 2020,

(iv) \$18,186,188 if the Closing Date occurs on or between December 1, 2020 and December 31, 2020,

(v) \$18,083,375 if the Closing Date occurs on or between January 1, 2021 and January 31, 2021,

(vi) \$17,980,562 if the Closing Date occurs on or between February 1, 2021 and February 28, 2021;

(vii) \$17,877,749 if the Closing Date occurs on or between March 1, 2021 and March 31, 2021,

(viii) \$17,774,936 if the Closing Date occurs on or between April 1, 2021 and April 30, 2021,

(ix) \$17,672,123 if the Closing Date occurs on or between May 1, 2021 and May 31, 2021,

(x) \$17,569,310 if the Closing Date occurs on or between June 1, 2021 and June 30, 2021,

(xi) \$17,466,497 if the Closing Date occurs on or between July 1, 2021 and July 31, 2021,

(xii) \$17,354,101 if the Closing Date occurs on or between August 1, 2021 and August 31, 2021,

(xiii) \$17,241,705 if the Closing Date occurs on or between September 1, 2021 and August 31, 2022, or

(xiv) \$17,280,404 if the Closing Date occurs on or between September 1, 2022 and August 31, 2023;

provided that, if the stated Project Values of the Premises determined hereunder for the pertinent time increments are adjusted pursuant to the terms of Section 2.4.5, below, then the maximum amounts of the Appraised Values of the Premises for the same time increments, as indicated in

this Section 2.4.4, shall simultaneously be adjusted in direct proportion to such adjustments under Section 2.4.5.

2.4.5 For purposes of this Lease, the “**Project Value of the Premises**” shall mean:

(i) \$17,632,542 if the Closing Date occurs on or between September 1, 2020 and September 30, 2020,

(ii) \$17,529,729 if the Closing Date occurs on or between October 1, 2020 and October 31, 2020,

(iii) \$17,426,916 if the Closing Date occurs on or between November 1, 2020 and November 30, 2020,

(iv) \$17,324,103 if the Closing Date occurs on or between December 1, 2020 and December 31, 2020,

(v) \$17,221,290 if the Closing Date occurs on or between January 1, 2021 and January 31, 2021,

(vi) \$17,118,477 if the Closing Date occurs on or between February 1, 2021 and February 28, 2021;

(vii) \$17,015,664 if the Closing Date occurs on or between March 1, 2021 and March 31, 2021,

(viii) \$16,912,851 if the Closing Date occurs on or between April 1, 2021 and April 30, 2021,

(ix) \$16,810,038 if the Closing Date occurs on or between May 1, 2021 and May 31, 2021,

(x) \$16,707,225 if the Closing Date occurs on or between June 1, 2021 and June 30, 2021,

(xi) \$16,604,412 if the Closing Date occurs on or between July 1, 2021 and July 31, 2021,

(xii) \$16,492,016 if the Closing Date occurs on or between August 1, 2021 and August 31, 2021,

(xiii) \$16,379,620 if the Closing Date occurs on or between September 1, 2021 and August 31, 2022, or

(iv) \$16,416,384 if the Closing Date occurs on or between September 1, 2022 and August 31, 2023.

3. No Default. Tenant hereby represents, warrants, and agrees that: (i) there exists no breach, default, or event of default by Landlord under the Lease, or any event or condition that, with notice or passage of time or both, would constitute a breach, default, or event of default by Landlord under the Lease; (ii) the Lease continues to be a legal, valid and binding agreement and obligation of Tenant; and (iii) Tenant has no current offset or defense to its performance or obligations under the Lease.

4. Brokerage. Landlord and Tenant each represents and acknowledges to the other that it has not dealt with any real estate broker in consummating this Second Amendment, and that no conversation or prior negotiations were had with any broker concerning this Second Amendment. Landlord and Tenant each hereby holds the other harmless against any claim for brokerage commission(s) arising out of any dealings, conversations or negotiations had by either with any broker claiming to have dealt the indemnifying party.

5. Miscellaneous.

(a) Entire Agreement. This Second Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.

(b) Confidentiality. Tenant specifically acknowledges and agrees that this Second Amendment is subject to the terms and conditions regarding confidentiality set forth in Section 29.3 of the Lease.

(c) Other Terms and Conditions. Except as specifically modified or amended by this Second Amendment, all other terms and conditions of the Lease shall remain in full force and effect.

(d) Conflict. In the event of a conflict or inconsistency between the terms and conditions of the Lease (as defined in Recital A) and the terms and conditions of this Second Amendment, the terms and conditions of this Second Amendment shall control.

(e) Binding Effect. The terms of this Second Amendment shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of Landlord and Tenant (except in the case of Tenant, however, only such assigns as may be permitted under the Lease) and, if Tenant shall be an individual, upon and to his heirs, executors, administrators, successors and permitted assigns.

(f) Authorization. Tenant represents that this Second Amendment has been duly authorized, executed and delivered by Tenant and constitutes the legal, valid and binding obligation of Tenant. Landlord represents that this Second Amendment has been duly authorized, executed and delivered by Landlord and constitutes the legal, valid and binding obligation of Landlord.

(g) Counterparts. This Second Amendment may be executed in counterparts, each of which shall be deemed an original. Executed counterparts of this Second Amendment may be delivered electronically by electronic mail, and such documents shall be effective as original executed instruments.

*[Remainder of page intentionally left blank]*

**IN WITNESS WHEREOF**, the parties have executed this Second Amendment as of the day and year first above written.

**TENANT:**

**Somerset Academy of Las Vegas,**  
a Nevada public charter school and a non-profit  
corporation duly organized and validly existing  
under the laws of the State of Nevada

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LANDLORD:**

**TA Las Vegas Valley Drive LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Bari Cooper Sherman  
Title: Vice President

# SOMERSET ACADEMY OF LAS VEGAS

## Supporting Document

Meeting Date: December 17, 2019

Agenda Item: 11 – Review and Approval of the Second Lease Amendment for the Skye Canyon Campus

Number of Enclosures: 1

### **SUBJECT: Second Lease Amendment for the Skye Canyon Campus**

Action

Appointments

Approval

Consent Agenda

Information

Public Hearing

Regular Adoption

Presenter (s): Arthur Ziev

Recommendation:

Proposed wording for motion/action:

**Move to approve the second lease amendment for the Skye Canyon campus, as presented.**

Fiscal Impact: N/A

Estimated Length of time for consideration (in minutes): 5-7 Minutes

Background: The second amendment to the lease will allow Somerset to purchase the Skye Canyon campus one year earlier, starting on September 1, 2020.

Submitted By: Staff

**SECOND AMENDMENT TO LEASE AGREEMENT  
(Somerset Academy of Las Vegas – Skye Canyon)**

This SECOND AMENDMENT TO LEASE AGREEMENT (this “**Second Amendment**”), entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between **TA Las Vegas SR LLC**, a Delaware limited liability company (“**Landlord**”), and **Somerset Academy of Las Vegas**, a Nevada public charter school and a non-profit corporation duly organized and validly existing under the laws of the State of Nevada (“**Tenant**”).

WITNESSES:

A. Landlord and Tenant are parties to that certain Lease Agreement dated as of July 7, 2017, as amended by that certain First Amendment to Lease dated as of August 27, 2019 (collectively, the “**Lease**”), pursuant to which Tenant leases from Landlord those certain “**Premises**” consisting of real property located in the city of Las Vegas, Clark County, Nevada, and more particularly described on Exhibit 1.1 to the Lease (the “**Land**”), the building(s) located on the Land and to be located on the Land pursuant to the Lease (the “**Building**”), and all fixtures and improvements located therein and thereon.

B. Landlord and Tenant desire to amend the Lease, upon the terms and conditions set forth in this Second Amendment.

NOW, THEREFORE, in consideration of the terms, covenants, and conditions contained in this Second Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree to amend the Lease as follows:

1. Definitions. Capitalized terms used, and not otherwise defined, in this Second Amendment shall have the same meanings as provided in the Lease. The Lease and this Second Amendment shall herein be collectively referred to as the “**Lease**,” and from and after the date of this Second Amendment, any reference to the “**Lease**” shall mean the Lease (as defined in Recital A) as modified by this Second Amendment.

2. Option Purchase Price. The first paragraph of Section 2.4, Section 2.4.3, Section 2.4.4, and Section 2.4.5 of the Lease are each hereby deleted in their entirety and the following are hereby inserted in those places:

2.4 Option to Purchase. As of the Commencement Date, Landlord shall be deemed to grant, bargain, sell, and convey to Tenant—and hereby does, as of such Commencement Date, grant, bargain, sell, and convey to Tenant—an option (the “**Option**”) to purchase the Premises for the Option Purchase Price. The Option may only be exercised by Tenant, and only during the period commencing on September 1, 2020 and ending on August 31, 2023. Accordingly, for purposes of this Lease, the term “**Option Period**” shall mean the portion of the Term that commences on September 1, 2020 and ends on August 31, 2023.

2.4.3 The price for Tenant’s purchase of the Premises pursuant to the Option (the “**Option Purchase Price**”) shall, subject to adjustments under Section 2.4.4 and Section 11.2 of

this Lease, equal the greater of (i) the Project Value of the Premises or (ii) the Appraised Value of the Premises.

2.4.4 For purposes of this Lease, the “**Appraised Value of the Premises**” shall mean the fair market value of the Premises as declared by the full narrative appraisal report that Tenant shall be required to deliver pursuant to Section 2.4.1, subject to Landlord’s confirmation that the requisite appraisal shall have been duly prepared according to the requirements specified in such Section 2.4.1. Notwithstanding the foregoing, the Parties agree that the Appraised Value of the Premises shall not exceed the following limits:

(i) \$13,982,889 if the Closing Date occurs on or between September 1, 2020 and September 30, 2020,

(ii) \$13,909,764 if the Closing Date occurs on or between October 1, 2020 and October 31, 2020,

(iii) \$13,836,639 if the Closing Date occurs on or between November 1, 2020 and November 30, 2020,

(iv) \$ 13,763,514 if the Closing Date occurs on or between December 1, 2020 and December 31, 2020,

(v) \$13,690,389 if the Closing Date occurs on or between January 1, 2021 and January 31, 2021,

(vi) \$13,617,264 if the Closing Date occurs on or between February 1, 2021 and February 28, 2021;

(vii) \$13,544,139 if the Closing Date occurs on or between March 1, 2021 and March 31, 2021,

(viii) \$13,471,014 if the Closing Date occurs on or between April 1, 2021 and April 30, 2021,

(ix) \$13,397,889 if the Closing Date occurs on or between May 1, 2021 and May 31, 2021,

(x) \$13,324,764 if the Closing Date occurs on or between June 1, 2021 and June 30, 2021,

(xi) \$13,251,639 if the Closing Date occurs on or between July 1, 2021 and July 31, 2021,

(xii) \$13,171,639 if the Closing Date occurs on or between August 1, 2021 and August 31, 2021,

(xiii) \$13,091,639 if the Closing Date occurs on or between September 1, 2021 and August 31, 2022, or

(xiv) \$13,138,604 if the Closing Date occurs on or between September 1, 2022 and August 31, 2023;

provided that, if the stated Project Values of the Premises determined hereunder for the pertinent time increments are adjusted pursuant to the terms of Section 2.4.5, below, then the maximum amounts of the Appraised Values of the Premises for the same time increments, as indicated in

this Section 2.4.4, shall simultaneously be adjusted in direct proportion to such adjustments under Section 2.4.5.

2.4.5 For purposes of this Lease, the “**Project Value of the Premises**” shall mean:

(i) \$13,328,307 if the Closing Date occurs on or between September 1, 2020 and September 30, 2020,

(ii) \$13,255,182 if the Closing Date occurs on or between October 1, 2020 and October 31, 2020,

(iii) \$13,182,057 if the Closing Date occurs on or between November 1, 2020 and November 30, 2020,

(iv) \$13,108,932 if the Closing Date occurs on or between December 1, 2020 and December 31, 2020,

(v) \$13,035,807 if the Closing Date occurs on or between January 1, 2021 and January 31, 2021,

(vi) \$12,962,682 if the Closing Date occurs on or between February 1, 2021 and February 28, 2021;

(vii) \$12,889,557 if the Closing Date occurs on or between March 1, 2021 and March 31, 2021,

(viii) \$12,816,432 if the Closing Date occurs on or between April 1, 2021 and April 30, 2021,

(ix) \$12,743,307 if the Closing Date occurs on or between May 1, 2021 and May 31, 2021,

(x) \$12,670,182 if the Closing Date occurs on or between June 1, 2021 and June 30, 2021,

(xi) \$12,597,057 if the Closing Date occurs on or between July 1, 2021 and July 31, 2021,

(xii) \$12,517,057 if the Closing Date occurs on or between August 1, 2021 and August 31, 2021,

(xiii) \$12,437,057 if the Closing Date occurs on or between September 1, 2021 and August 31, 2022, or

(iv) \$12,481,674 if the Closing Date occurs on or between September 1, 2022 and August 31, 2023.

3. No Default. Tenant hereby represents, warrants, and agrees that: (i) there exists no breach, default, or event of default by Landlord under the Lease, or any event or condition that, with notice or passage of time or both, would constitute a breach, default, or event of default by Landlord under the Lease; (ii) the Lease continues to be a legal, valid and binding agreement and obligation of Tenant; and (iii) Tenant has no current offset or defense to its performance or obligations under the Lease.

4. Brokerage. Landlord and Tenant each represents and acknowledges to the other that it has not dealt with any real estate broker in consummating this Second Amendment, and that no conversation or prior negotiations were had with any broker concerning this Second Amendment. Landlord and Tenant each hereby holds the other harmless against any claim for brokerage commission(s) arising out of any dealings, conversations or negotiations had by either with any broker claiming to have dealt the indemnifying party.

5. Miscellaneous.

(a) Entire Agreement. This Second Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.

(b) Confidentiality. Tenant specifically acknowledges and agrees that this Second Amendment is subject to the terms and conditions regarding confidentiality set forth in Section 29.3 of the Lease.

(c) Other Terms and Conditions. Except as specifically modified or amended by this Second Amendment, all other terms and conditions of the Lease shall remain in full force and effect.

(d) Conflict. In the event of a conflict or inconsistency between the terms and conditions of the Lease (as defined in Recital A) and the terms and conditions of this Second Amendment, the terms and conditions of this Second Amendment shall control.

(e) Binding Effect. The terms of this Second Amendment shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of Landlord and Tenant (except in the case of Tenant, however, only such assigns as may be permitted under the Lease) and, if Tenant shall be an individual, upon and to his heirs, executors, administrators, successors and permitted assigns.

(f) Authorization. Tenant represents that this Second Amendment has been duly authorized, executed and delivered by Tenant and constitutes the legal, valid and binding obligation of Tenant. Landlord represents that this Second Amendment has been duly authorized, executed and delivered by Landlord and constitutes the legal, valid and binding obligation of Landlord.

(g) Counterparts. This Second Amendment may be executed in counterparts, each of which shall be deemed an original. Executed counterparts of this Second Amendment may be delivered electronically by electronic mail, and such documents shall be effective as original executed instruments.

*[Remainder of page intentionally left blank]*

**IN WITNESS WHEREOF**, the parties have executed this Second Amendment as of the day and year first above written.

**TENANT:**

**Somerset Academy of Las Vegas,**  
a Nevada public charter school and a non-profit  
corporation duly organized and validly existing  
under the laws of the State of Nevada

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LANDLORD:**

**TA Las Vegas SR LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Bari Cooper Sherman  
Title: Vice President

# SOMERSET ACADEMY OF LAS VEGAS

## Supporting Document

Meeting Date: December 17, 2019 Agenda Item: 12 – Academica Announcements and Notification Number of Enclosures: 0
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<b>SUBJECT: Academica Announcements and Notifications</b>
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<input type="checkbox"/> Action
<input type="checkbox"/> Appointments
<input type="checkbox"/> Approval
<input type="checkbox"/> Consent Agenda
<input checked="" type="checkbox"/> Information
<input type="checkbox"/> Public Hearing
<input type="checkbox"/> Regular Adoption

Presenter (s): Crystal Thiriot
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Recommendation:
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Proposed wording for motion/action:
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Fiscal Impact: N/A
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Estimated Length of time for consideration (in minutes): 5-7 Minutes
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Background: The next Board meeting is tentatively scheduled for February 18, 2020.
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Submitted By: Staff
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