



## **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 NOVEMBER 30, 2023 BEGINNING AT 6:00 P.M. AT 4491 N. RAINBOW BLVD., LAS VEGAS, NV 89108. 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 RELATING TO AN ITEM.

REASONABLE EFFORTS WILL BE MADE TO ASSIST AND ACCOMMODATE PHYSICALLY DISABLED PERSONS DESIRING TO ATTEND OR PARTICIPATE IN THE MEETING. ANY PERSONS REQUIRING ASSISTANCE MAY CONTACT DENA THOMPSON AT (702) 431-6260 OR [DENA.THOMPSON@ACADEMICANV.COM](mailto:DENA.THOMPSON@ACADEMICANV.COM) TWO BUSINESS DAYS IN ADVANCE SO THAT ARRANGEMENTS MAY BE CONVENIENTLY MADE.

DENA THOMPSON IS THE CONTACT PERSON FOR THE MEETING AGENDA, SUPPORT MATERIALS, AND MINUTES. THE MATERIALS ARE AVAILABLE VIA EMAIL AT [DENA.THOMPSON@ACADEMICANV.COM](mailto:DENA.THOMPSON@ACADEMICANV.COM), BY VISITING THE SCHOOL'S WEBSITE AT [HTTPS://SOMERSETACADEMYOFLASVEGAS.COM/](https://somersetacademyoflasvegas.com/), OR AT 6630 SURREY ST., LAS VEGAS, NV 89119 FOR COPIES OF THE MEETING AUDIO, PLEASE EMAIL [DENA.THOMPSON@ACADEMICANV.COM](mailto:DENA.THOMPSON@ACADEMICANV.COM).

PUBLIC COMMENT MAY BE LIMITED TO THREE MINUTES PER PERSON AT THE DISCRETION OF THE CHAIRPERSON. PUBLIC COMMENTS CAN BE PRESENTED EITHER IN PERSON AT THE MEETING OR THROUGH TELEPHONIC PARTICIPATION USING THE DESIGNATED CONFERENCE CALL LINE: 1-866-244-8528; EXTENSION 251188#



*We prepare students to excel in academics and attain knowledge through life-long learning by dedicating ourselves to providing Equitable, high-quality education for all students. We promote a culture that maximizes student achievement and fosters the development of accountable 21st Century learners in a safe and enriching environment.*

### **Board of Directors**

**TRAVIS MIZER – *Board Chair***

**LENORA BREDSGUARD – *Board Vice Chair***

**JOHN BENTHAM – *Board Secretary***

**WILL HARTY – *Board Treasurer***

**CODY NOBLE – *Board Member***

**SARAH MCCLELLAN – *Board Member***

**RENEE FAIRLESS – *Board Member***

## **MEETING OF THE BOARD OF DIRECTORS NOVEMBER 30, 2023**

# **AGENDA**

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**1. CALL TO ORDER AND ROLL CALL**

**2. PUBLIC COMMENT**

*(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. CONSENT AGENDA (FOR POSSIBLE ACTION)** *(ALL ITEMS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED ROUTINE AND WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A BOARD MEMBER OR MEMBER OF THE PUBLIC SO REQUESTS, IN WHICH CASE THE ITEM(S) WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED ALONG WITH THE REGULAR ORDER OF BUSINESS.)*

- a. APPROVAL OF MINUTES FROM THE OCTOBER 30, 2023 BOARD MEETING
- b. APPROVAL OF PURCHASE OF EDGENUITY FOR LOSEE CAMPUS
- c. APPROVAL OF REVISED ENROLLMENT POLICY

**4. ACTION & DISCUSSION ITEMS**

- a. REVIEW AND APPROVAL OF THE FINAL REVISED BUDGET FOR THE 2023/2024 SCHOOL YEAR (FOR POSSIBLE ACTION)
- b. REVIEW AND APPROVAL OF TEACHER AND STAFF HOLIDAY BONUSES (FOR POSSIBLE ACTION)
- c. REVIEW AND APPROVAL OF THE 2022/2023 SCHOOL YEAR FINANCIAL AUDIT (FOR POSSIBLE ACTION)
- d. DISCUSSION REGARDING THE ANNUAL SURPLUS SPENDING POLICY (FOR DISCUSSION)
- e. REVIEW AND POSSIBLE APPROVAL OF CLASSROOM ADDITIONS (FOR POSSIBLE ACTION)
  - ALIANTE CAMPUS
  - SKY POINTE CAMPUS
  - SKYE CANYON CAMPUS
- f. UPDATE ON UPCOMING PROJECTS (FOR POSSIBLE ACTION)

**5. ANNOUNCEMENTS AND NOTIFICATIONS**

**6. MEMBER COMMENT**

**7. PUBLIC COMMENT** *(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.)*

**8. ADJOURN MEETING**

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) SOMERSET ALIANTE CAMPUS – 6475 VALLEY DR., NORTH LAS VEGAS, NV 89084
- 2) SOMERSET LONE MOUNTAIN CAMPUS – 4491 N. RAINBOW BLVD., LAS VEGAS, NV 89108
- 3) SOMERSET LOSEE CAMPUS – 4650 LOSEE ROAD, NORTH LAS VEGAS, NV 89081
- 4) SOMERSET NORTH LAS VEGAS CAMPUS – 385 W. CENTENNIAL PKWY, NORTH LAS VEGAS, NV 89084
- 5) SOMERSET SKY POINTE CAMPUS – 7038 SKY POINTE DR., LAS VEGAS, NV 89131
- 6) SOMERSET SKYE CANYON CAMPUS – 8151 N. SHAUMBER ROAD, LAS VEGAS, NV 89166
- 7) SOMERSET STEPHANIE CAMPUS – 50 N. STEPHANIE ST., HENDERSON, NV 89074
- 8) [HTTPS://SOMERSETACADEMYOFLASVEGAS.COM/](https://somersetacademyoflasvegas.com/)
- 9) [HTTPS://NOTICE.NV.GOV/](https://notice.nv.gov/)

# SOMERSET ACADEMY OF LAS VEGAS

## SUPPORT SUMMARY

MEETING DATE: **NOVEMBER 30, 2023**

AGENDA ITEM: **3 – CONSENT AGENDA**

NUMBER OF ENCLOSURES: **0**

**SUBJECT: CONSENT AGENDA**

ACTION

CONSENT AGENDA

INFORMATION

CONTRIBUTOR(S): **BOARD**

PROPOSED WORDING FOR MOTION/ACTION:

**MOVE TO APPROVE THE ACTION ITEMS ON THE CONSENT AGENDA.**

FISCAL IMPACT:

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): **2-3 MINUTES**

**BACKGROUND: SUPPORT MATERIALS AND/OR BACKGROUND HAS BEEN PROVIDED TO THE BOARD. ALL ITEMS ON THE CONSENT AGENDA WHICH ARE FOR ACTION CAN BE APPROVED IN ONE MOTION; HOWEVER, INDIVIDUAL ITEMS MAY BE TAKEN OFF THE CONSENT AGENDA IF THE BOARD DEEMS THAT DISCUSSION IS NECESSARY.**

# SOMERSET ACADEMY OF LAS VEGAS

## SUPPORT SUMMARY

MEETING DATE: **NOVEMBER 30, 2023**  
AGENDA ITEM: **3a – APPROVAL OF MINUTES FROM THE OCTOBER 30, 2023 BOARD MEETING**  
NUMBER OF ENCLOSURES: **1**

SUBJECT: **MINUTES APPROVAL**

ACTION  
 CONSENT AGENDA  
 INFORMATION  
 PUBLIC HEARING

CONTRIBUTOR(S): **DENA THOMPSON**

PROPOSED WORDING FOR MOTION/ACTION:

**CONSENT**

FISCAL IMPACT: **NO**

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): **0 MINUTES**

BACKGROUND: **MINUTES FROM THE OCTOBER 30, 2023 BOARD MEETING SHOULD BE REVIEWED BY THE BOARD FOR POSSIBLE APPROVAL AS PART OF THE CONSENT AGENDA.**

**MINUTES  
OF THE MEETING OF THE  
BOARD OF DIRECTORS OF SOMERSET ACADEMY OF LAS VEGAS  
OCTOBER 30, 2023**

The Board of Directors of Somerset Academy of Las Vegas held a public meeting on October 30, 2023, at 6:00 p.m. at 6475 Valley Dr., North Las Vegas, NV 89084.

**1. CALL TO ORDER AND ROLL CALL**

The meeting was called to order at 6:04 p.m. by Board Chair Travis Mizer. The following Board members were in attendance: Travis Mizer, LeNora Bredsguard, John Bentham, Will Harty, and Cody Noble (left at 7:33 p.m.).

Board Members Sarah McClellan and Renee Fairless were not in attendance.

Also present were the following principals: Lee Esplin, Jessica Scobell, Shannon Manning, Mindi Palomeque, Cesar Tiu, David Fossett, and Kate Lackey. Somerset Inc. representative Suzette Ruiz; and Academica representatives Gary McClain, Ryan Reeves, and Marla Devitt attended the meeting.

**2. PUBLIC COMMENT**

Jessica Whitney provided public comment regarding the treatment of her son at the Stephanie campus.

**3. CONSENT AGENDA**

- a. APPROVAL OF MINUTES FROM THE AUGUST 21, 2023 BOARD MEETING**
- b. GENDER DIVERSE STUDENT POLICY**
- c. APPROVAL OF WORK BASED LEARNING APPLICATION AND SUBMISSION TO THE NEVADA DEPARTMENT OF EDUCATION**
- d. APPROVAL OF UPDATED SPECIAL EDUCATION MANUAL**
- e. ACCEPTANCE OF PRINCIPAL EVALUATIONS AND SALARY INCREASES**
- f. APPROVAL OF THE SOMERSET ACADEMY OF LAS VEGAS ACADEMIC CALENDAR FOR THE 2024/2024 SCHOOL YEAR**
- g. APPROVAL OF RECOMMENDATIONS FROM THE FINANCE COMMITTEE**
  - 1. SCHOOL FINANCIAL PERFORMANCE**

**MEMBER BENTHAM MOVED TO APPROVE THE CONSENT AGENDA, AS PRESENTED. MEMBER HARTY SECONDED THE MOTION, AND THE BOARD VOTED UNANIMOUSLY TO APPROVE.**

**4. ACTION & DISCUSSION ITEMS**

- a. DATA PRESENTATION**

This item was tabled.

## **b. CAMPUS UPDATES BY SOMERSET PRINCIPALS**

The principals of the Somerset Academy of Las Vegas addressed the Board, providing updates and highlights from their respective campuses. Principal Cesar Tiu presented an overview of activities at the Lone Mountain campus, emphasizing the successful implementation of four new curriculums despite the challenge of undertaking them simultaneously. He highlighted the consistency across grade levels and improved teacher collaboration, along with the restructuring of the intervention and enrichment block to offer more targeted support and differentiated learning. Tutoring initiatives were introduced for "bubble kids," focusing on specific support needs identified through baseline data analysis. Principal Tiu also discussed the school's involvement in academic competitions, community engagement efforts, sporting events, and fundraising. When Member Mizer inquired about the learning curve for the new curriculum, Principal Tiu acknowledged the challenge and acknowledged relying on assistance from other campuses for training.

Principal Mindi Palomeque presented an overview of the North Las Vegas campus, introducing Assistant Principal Yvette Simmons and highlighting her extensive background in various education levels. The school recently underwent a comprehensive support team visit from Florida principals, leading to the adoption of the Magnetic Phonetic program to address challenges in phonics. Principal Palomeque discussed the school's engagement in fundraising, campus activities, sporting events, and initiatives like Mental Health Mondays. Additionally, the school organized "cup of coffee" events focusing on ELA and math to provide parents with insights into classroom activities and valuable resources. In response to Member Mizer's inquiry about absenteeism, Principal Palomeque emphasized the school's dedicated efforts to address the issue, including the staff's committed time spent on communication with parents.

Principal David Fossett reported positive developments at the Stephanie campus, including the success of the fall festival with nearly 2,000 attendees. The school was preparing for grade-level and classroom spelling bees. He noted that midyear testing would start earlier this year due to adjustments in the academic calendar. Notably, the school introduced a unique incentive program where students, based on effort rather than scores, could play with the administration as a reward. The goal was to reduce stress and emphasize genuine learning efforts.

Principal Lee Esplin introduced Fidelyn Gwen Aballe, the student body president at Somerset Sky Pointe, and explained that she had presented at the Leader in Me conference, demonstrating strong leadership skills. Ms. Aballe addressed the Board and outlined three goals for the school year: boosting school spirit through events, enhancing student connection and appreciation, and earning the Silver Star and Southern Star Awards at NASC (Nevada Association of Student Council). Notable events included a successful welcome-back dance, a well-attended homecoming with over 500 students, and a first-time whole-school assembly held on the field. Initiatives for student connection and appreciation involved senior shout-outs, student shout-outs on social media, and a bulletin board recognizing students in various subjects. Ms. Aballe also discussed efforts toward achieving the Silver Star Award, including attending conferences and monthly goal packets. The school successfully raised \$2,000 for the Maui fire through a charitable financial contribution (CFC). Ms. Aballe highlighted the Chick-fil-A Leader Academy, a leadership development program, and upcoming events like the lock-in with various activities. She concluded by mentioning plans for an Instagram takeover of the NASC account to promote Somerset Sky Pointe.

Member Bentham asked if the lock-in was all night, to which Ms. Aballe replied in the negative, noting that it was from 6:00 p.m. to 10:00 p.m. Member Mizer asked if the student council could work with the Skye Canyon and Lone Mountain 8<sup>th</sup> grade students to encourage continuing their Somerset education at Sky Pointe. Ms. Aballe explained her intention to enhance the school's social media presence, specifically using platforms like TikTok to showcase the fun and spirited aspects of Somerset Sky Pointe. The goal was to counteract the perception that the school was boring, especially in response to concerns from middle school students considering moving to another high school.

Principal Esplin highlighted several initiatives and achievements at the school. They were visiting the Skye Canyon and Lone Mountain campuses and exploring the creation of a conservatory, beginning with a dance theater, premiere band or orchestra, and choir. The conservatory aimed to offer advanced opportunities for students in the arts, potentially retaining them within the school. He noted that they continued to organize events like freshman nights, providing information to parents and students about high school. Principal Esplin reviewed the school's fundraising and sporting achievements.

Principal Lackey provided updates on upcoming events at the school. She mentioned the Halloween Parade scheduled for the following day at 1:30 PM, followed by Halloween parties in most classes. Six teachers and administrators would be attending the Annual Middle Level Education Conference (AMLE Conference), emphasizing the importance of professional development. Principal Lackey outlined the school's upcoming activities and sports events. The school was also conducting mid-year benchmark testing for I-Ready to assess growth and planned for further improvement before the semester ended.

Principal Jessica Scobell provided an update on activities and changes at the Losee campus. In the elementary school, innovative sections were created in third and fifth grades to address specific student needs and improve academic performance. She reviewed the school's activities and sporting achievements. Principal Scobell stated that efforts to improve academic growth in middle school included a smart pass plan and increased security monitors which had a positive impact on student behavior. Changes in ELA and math programs were made in middle school based on successful elementary strategies. High school achievements include dual enrollment, ACT boot camps, and the establishment of a marching band, contributing to student engagement and success.

Principal Manning provided updates on the Aliante campus, highlighting positive trends in math proficiency, which increased by 10% last year, reaching 52%. There was a slower growth rate in ELA proficiency, prompting a curriculum change to CKLA. Teachers observed and collaborated across campuses. Professional development, including weekly PLC meetings and additional training days, with Amplify being used for intervention groups. Principal Manning also reviewed campus activities and sporting achievements.

#### **f. DISCUSSION REGARDING ANTICIPATED PROJECTS**

Mr. Gary McClain addressed the Board, providing an update on projects discussed during the last board meeting. A list of anticipated projects, including two-classroom additions at Skye Canyon and Aliante, which were postponed in 2021 due to cost considerations. These projects, sharing a similar scope, were intended to be funded by bond funds, with each campus having around \$600,000 allocated for the project fund. Mr. McClain explained that a two-classroom addition bid for Doral



Pebble in 2021 returned bids at \$850,000, significantly surpassing expectations, leading to the tabling of the project by Doral Academy. Some Somerset Board members were informed of the high-cost findings. Despite funds being invested in design, land use, and permitting phases, the projects were ultimately placed on hold without further public action.

Member Noble confirmed that the project aimed to add two classrooms to each campus and inquired if the projects were anticipated to exceed \$1 million. Mr. McClain stated that based on a similar project bid in early 2023, the expected cost would be \$1.2 million, explaining the cost increase to approximately \$750 per square foot compared to \$250-\$300 per square foot pre-COVID. Member Noble questioned if the additions were requested to increase student enrollment. Principal Lackey clarified that the Skye Canyon project aimed to add two classrooms which a retractable wall that would primarily function as a second, smaller-scale multipurpose (MP) room for PE and other activities due to space constraints. Principal Manning stated that the Aliante project had a similar purpose, planning to open a performing arts program and utilizing the additional space as a performing area, with two classrooms featuring a retractable wall.

Member Noble inquired about the possibility of bidding the projects together for economy of scale, to which Mr. McClain responded that it posed challenges with separate sites requiring separate supervision. He further explained that while the hope had been that costs would peak and then decrease, they had plateaued instead. Member Bentham raised concerns about the accuracy of the \$750 per square foot cost, noting that bids had not been requested. Mr. McClain clarified that a recent bid at the Doral campus for a comparable project was \$750 per square foot, totaling \$1.2 million.

Member Harty questioned the timeline for bond funds, with Mr. McClain stating that they could be extended. Member Harty noted that the bond funds had been borrowed at a lower rate. Discussion ensued about extending the bond funds. Mr. McClain conveyed that the purpose of the update was to provide information for when the surplus spending plan was complete. Member Harty inquired about the timeline if the Board approved the projects, and Mr. McClain responded that working with the architect would be required to restart the process. He noted that some construction would take place during the school year regardless of the start date.

Member Bredsguard asked who was creating the surplus spending plan. Mr. McClain stated that a couple of Board members and Academica had worked on the plan and noted that a third party was engaged to do a reserve study of Somerset's assets which would outline the timeline for expected maintenance items, noting that it was not yet complete. Mr. McClain stated that the Board would need to hold a meeting before the end of November and the spending surplus plan could be included on that agenda.

Mr. McClain provided an update on several other anticipated projects. The Sky Pointe Improvements, consisting of an elementary school classroom addition and roadway improvements, were already underway, with design and engagement with NDOT in progress. These enhancements aligned with the property's master plan and were slated for submission for land use approval. The Lone Mountain expansion, which involved the acquired adjacent parcel of land, was progressing, marked by committee meetings to discuss ideas and the creation of renderings by an architect. Additionally, there were plans to replace the turf at Losee. Principal Scobell mentioned the budget adjustments due to changes in at-risk funding and the insufficient maintenance of the turf. Mr. McClain anticipated a public bid for the turf in January, seeking Board approval in February. The

discussion touched on turf use and maintenance. Member Bentham acknowledged the study as a budgeting tool, and Member Mizer inquired about determining project priorities for the upcoming initiatives. Discussion ensued regarding how and when to determine the priority of the anticipated projects.

**e. DISCUSSION REGARDING THE ANNUAL SURPLUS SPENDING POLICY**

This item was tabled.

**g. DISCUSSION AND POSSIBLE APPROVAL TO ENGAGE BOB GRONAUER'S OFFICE FOR LAND USE SERVICES FOR LONE MOUNTAIN AND SKY POINTE EXPANSION**

Mr. McClain reviewed the advantages of engaging Bob Gronauer's office for the Lone Mountain and Sky Pointe expansions.

**MEMBER BENTHAM MOVED TO APPROVE TO ENGAGE BOB GRONAUER'S OFFICE, AS PRESENTED. MEMBER BREDSGUARD SECONDED THE MOTION, AND THE BOARD VOTED UNANIMOUSLY TO APPROVE.**

**c. REVIEW AND APPROVAL OF THE EMO EVALUATION FOR ACADEMICA NEVADA**

Principal Esplin presented the findings of the Academics EMO evaluation from the survey covering seventeen categories. The overall performance rating for Academics by the governing board was 3.3 out of 4, a slight increase from the previous fiscal year's rating of 3.225. Top-performing categories included board management, legal services, and grant management for Grant development. The lowest-rated areas were finance and payroll, with plans for a new payroll program in January, and travel and recruiting, along with licensure. Principal Esplin expressed intent to collaborate with Academics to enhance performance in these areas moving forward.

**MEMBER HARTY MOVED TO APPROVE THE EMO SURVEY, AS PRESENTED. MEMBER BENTHAM SECONDED THE MOTION, AND THE BOARD VOTED UNANIMOUSLY TO APPROVE.**

**d. REVIEW AND DISCUSSION REGARDING INSURANCE COVERAGE**

Mr. McClain presented a one-sheet document from the insurance provider, providing an overview of various insurance coverages held by Somerset Academy. Acknowledging the complexity of insurance arrangements, Academics aimed to simplify the information for the board's understanding. The document detailed multiple insurance policies, including umbrella coverage. While not requiring any immediate action, the purpose was to inform the board about the extent of coverage, especially in scenarios like cyber-attacks. Mr. Ryan Reeves addressed the Board and emphasized the importance of understanding the levels of coverage, particularly with a large organization engaged in various activities. The policies were renewed annually, with adjustments made based on market trends and specific needs. Discussion ensued regarding the annual renewal process and the bidding of insurance individually for each school while maintaining a competitive edge.

**5. ANNOUNCEMENTS AND NOTIFICATIONS**

There were no announcements

**6. MEMBER COMMENT**

Member Harty thanked the principals for their hard work for the students and staff. Member Bentham commended Principal Scobell and her team for fostering a strong sense of community at the Losee campus. Member Bredsguard acknowledged her participation in the principal evaluations and extended congratulations to the campus principals for their commitment to enhancing their respective campuses. Member Mizer stated that Somerset had a strong administrative team. He acknowledged the unfortunate incident recently at the Losee campus, thanked the principals for their support of the Losee campus, and expressed the grief associated with the event. Principal Scobell expressed appreciation for the support the campus received.

**7. PUBLIC COMMENT**

There was no public comment.

**8. ADJOURN MEETING**

**THE MEETING ADJOURNED AT 6:51 P.M.**

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

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

# SOMERSET ACADEMY OF LAS VEGAS

## SUPPORT SUMMARY

MEETING DATE: **NOVEMBER 30, 2023**

AGENDA ITEM: **3b – APPROVAL OF PURCHASE OF EDGENUITY FOR LOSEE CAMPUS**

NUMBER OF ENCLOSURES: **1**

**SUBJECT: PURCHASE OF EDGENUITY FOR LOSEE CAMPUS**

ACTION

CONSENT AGENDA

INFORMATION

PUBLIC HEARING

CONTRIBUTOR(S): **JESSICA SCOBELL**

PROPOSED WORDING FOR MOTION/ACTION:

**CONSENT**

FISCAL IMPACT: **NO**

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): **0 MINUTES**

**BACKGROUND: THE LOSEE CAMPUS UTILIZES EDGENUITY FOR CREDIT RETRIEVAL. THE CAMPUS HAS THE FUNDS TO PURCHASE EDGENUITY FROM SGF, PENDING APPROVAL FROM THE BOARD.**



# Invoice

8860 E. Chaparral Rd  
Suite 100  
Scottsdale, AZ 85250  
877-725-4257 x1037

**Date** 8/31/2023  
**Invoice No.** 953938  
**Acct. No.** 05:so:NV:12341378  
**PO No.** SGF5751  
**Terms** Net 30  
**Due Date** 9/30/2023

**Bill To**  
Somerset Losee SGF  
4650 Losee Road  
North Las Vegas NV 89081

**Ship To**  
Somerset Losee SGF  
4650 Losee Road  
North Las Vegas NV 89081

Description	Quantity	Amount	Tax Rate
Edgenuity 6-12 Site License (MS and HS content for math, ELA, science, social studies, electives, AP, world languages, Virtual Tutors; excludes eDynamic Learning and Purpose Prep)	1		0%
Edgenuity Academic Integrity (included) - Includes Plagiarism Checker and Speed Radar	1		0%
Professional Development Webinar Trainings. Customized Live PD sessions used for onboarding, refresher trainings, office hours, data review, or implementation support. Sessions can be 1-3 hours and delivered via webinar.	2		0%
Edgenuity Enhanced CTE Course Library (included)	1		0%
Edgenuity 6-12 On Demand Tutoring for Math, ELA, Science, Social Studies, Spanish, French, National Test Prep courses available to all students 7 days a week.	1		0%

<b>Subtotal</b>	\$32,638.00
<b>Total</b>	\$32,638.00
<b>Amount Due</b>	\$32,638.00

Friendly Reminder - Please Remit Payment

Edgenuity Inc., Imagine Learning, Inc. and LearnZillion are now united under the new name Imagine Learning LLC. Please email [AR@imaginelearning.com](mailto:AR@imaginelearning.com) if you need a W9 for the new TIN 45-1565841.

**PLEASE NOTE THAT OUR PAYMENT REMIT HAS CHANGED**  
**IMAGINE LEARNING LLC**  
DEPT 2195  
PO BOX 122195  
DALLAS TX 75312-2195

Wire and ACH Instructions:

Account Name Imagine Learning LLC  
Account Number 3303514755  
Routing/ABA Number 121140399  
SWIFT # SVBKUS6S

Bank Name Silicon Valley Bank  
3003 Tasman Drive  
Santa Clara CA 95054

# SOMERSET ACADEMY OF LAS VEGAS

## SUPPORT SUMMARY

MEETING DATE: **NOVEMBER 30, 2023**  
AGENDA ITEM: **3c – APPROVAL OF REVISED ENROLLMENT POLICY**  
NUMBER OF ENCLOSURES: **1**

**SUBJECT: REVISED ENROLLMENT POLICY**

ACTION  
 CONSENT AGENDA  
 INFORMATION  
 PUBLIC HEARING

CONTRIBUTOR(S): **SOMERSET PRINCIPALS/GARY MCCLAIN**

PROPOSED WORDING FOR MOTION/ACTION:

**CONSENT**

FISCAL IMPACT: **NO**

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): **0 MINUTES**

BACKGROUND: **PROPOSED CHANGES TO TRANSFER PRIORITIES AND CLARIFICATION ON THE OPEN ENROLLMENT PERIOD.**

## Somerset Board Meeting 11-30-2023 - Consent Agenda Item 3. C.

### Proposed Language Changes:

- A) **Board Priority** will then be given to the children of members of the governing body of the charter school.
- B) **Staff Priority** will be given to the child of a teacher employed by the charter school.
- C) **Sibling Priority** will be given to the siblings of currently enrolled students. Should the number of siblings exceed the number of available spaces in any grade level; the students will be placed in a lottery to determine priority.
- D) **Transfer Priority** will be given to students attending an existing Somerset Academy.
  - i. Any student who is enrolled in their first school year at Somerset must complete the current school year at the campus where they are currently attending before being eligible for transfer priority. A good cause exemption may be submitted to the Lead Principal if the transfer request is due to a change in the student's residence address. The good cause exemption will only be granted if the Lead Principal determines that the requesting party has submitted sufficient proof of the new place of residency and only if the requested campus is the closest campus to the new place of residency.
  - ii. Any student who is enrolled in their second school year at Somerset is eligible for transfer priority.
  - iii. Any student, regardless of how long they have been enrolled at Somerset, is eligible for transfer priority in the registration process during the open enrollment period to attend another Somerset campus for the next school year.

.....Somerset Academy will begin the open enrollment period the first day students return from winter break and will not end prior to the last day of February each school year and may extend into March, closing at midnight the day prior to the lottery date.

### Current Language:

In the case of available spaces at Somerset Academy that priority would be given to:

- A) Priority will be given to children of a member of the committee to form the charter school.
- B) Priority will then be given to the children of members of the governing body of the charter school.
- C) Priority will be given to the child of a teacher employed by the charter school.
- D) Priority will be given to the siblings of currently enrolled students. Should the number of siblings exceed the number of available spaces in any grade level; the students will be placed in a lottery to determine priority.

..... Somerset Academy will begin the open enrollment period the first day students return from winter break and will end the last day of February each school year. Applications will be available on each school website.



## SOMERSET ACADEMY ENROLLMENT POLICY

Somerset Academy Enrollment policy was originally established in the charter application. As long as the school's enrollment is less than it can accommodate (as determined by NAC 386.353), the school "shall enroll pupils...in the order in which applications are received." "...[I]f more pupils...apply for enrollment...than the number of spaces which are available..." the school shall use a lottery to determine who will be enrolled.

In the case of available spaces at Somerset Academy that priority would be given to:

- A) **Board Priority** will then be given to the children of members of the governing body of the charter school.
- B) **Staff Priority** will be given to the child of a teacher employed by the charter school.
- C) **Sibling Priority** will be given to the siblings of currently enrolled students. Should the number of siblings exceed the number of available spaces in any grade level; the students will be placed in a lottery to determine priority.
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  - i. Any student who is enrolled in their first school year at Somerset must complete the current school year at the campus where they are currently attending before being eligible for transfer priority. A good cause exemption may be submitted to the Lead Principal if the transfer request is due to a change in the student's residence address. The good cause exemption will only be granted if the Lead Principal determines that the requesting party has submitted sufficient proof of the new place of residency and only if the requested campus is the closest campus to the new place of residency.
  - ii. Any student who is enrolled in their second school year at Somerset is eligible for transfer priority.
  - iii. Any student, regardless of how long they have been enrolled at Somerset, is eligible for transfer priority in the registration process during the open enrollment period to attend another Somerset campus for the next school year.
  - iv. **New Campus Enrollment:** Students attending an existing Somerset Academy, who request transfer to the new campus on their declaration of intent will be given first priority of acceptance during the first year of enrollment at the new campus. In order to receive this priority, a transfer request must be received during the recommitment period. All transfer requests received after the recommitment period will be given transfer priority as detailed herein.
- E) Pursuant to NRS 388.040 and NRS 388A.453(2), students who completed their 8<sup>th</sup> grade year at a Somerset school and are being promoted to 9<sup>th</sup> grade will only be guaranteed enrollment in the Somerset High School zone where they attended 8<sup>th</sup> grade. If they wish to attend high school in another Somerset High School Zone, they will be given transfer priority in the customary lottery process. The Somerset High School Zones are divided as follows:





**Somerset Sky Pointe High School Zone**

Somerset Lone Mountain

Somerset Sky Pointe Elementary

Somerset Skye Canyon

**Somerset Losee High School Zone**

Somerset North Las Vegas

Somerset Losee Elem

Somerset Stephanie Somerset Aliante

Once a transfer request is granted and the registration process completed, the student's seat at attending campus will be released. Should a request be made to return to previously attended campus, any applicable priority will be assigned, and student will be placed at the bottom of the assigned priority wait list. Transfers are never guaranteed and are awarded based on seat availability and wait list order.

F) All remaining students will be placed in a lottery to determine priority.

Somerset Academy will begin the open enrollment period the first day students return from winter break and will not end prior to the last day of February each school year and may extend into March, closing at midnight the day prior to the lottery date. Applications will be available on each school website.

Applicants must apply at each campus they wish to attend.

The initial lottery will be run at the end of this open enrollment period. All open seats will be filled in this first lottery run using the priority listed above. All students not seated will be assigned a wait list number. This wait list number assignment will be valid for a one-year period. Any openings from the end of the open enrollment period until December of the current school year will be filled using this wait list.



### ***Enrollment Procedures Timeline***

1. Upon completion of the initial lottery, all applicants will be notified whether or not they have been accepted by email.
2. After email notification, families will have 72 hours submit the following: (once school begins the deadline for submission will be 24 hours)
  - a. Child's ID/Proof of the child's identity -a copy of original birth certificate.
  - b. Proof of address: One item proving the student's home address, such as a recent utility bill, rent receipt, residential lease or sales contract.  
Unacceptable forms to document proof of address: driver's license, telephone bill or cable bill.
  - c. Immunization record. Up-to-date medical records indicating that your child has had, or at least started, the following series of immunizations:
    - i. Minimum of 4 DTap/DTP doses: Final dose must be on or after the 4th birthday.
    - ii. Minimum of 3 Polio doses: Final dose must be on or after the 4th birthday.
    - iii. Two MMR doses: 1st dose must be on or after the 1st birthday. 1st and 2nd dose must be separated by at least 28 days.
    - iv. One Tdap dose: A child enrolling in 7th grade is required to have 1 Tdap (Bordetella Pertussis) regardless of when the last Tetanus (Td) was given. The <5 year rule since the last Tetanus no longer applies.
    - v. Two Hepatitis A doses: 2nd dose must be given at least 6 months after the 1st dose. (Required for students new to Nevada or District after July 1, 2002.)
    - vi. Three Hepatitis B doses: Must have a minimum of 4 months between 1st and 3rd dose and > 6 months old when 3rd dose was given. (Required for students new to Nevada or District after July 1, 2002.)
    - vii. Two Chicken Pox (Varicella) doses: 1st dose on or after 1st birthday. 1st and 2nd dose must be separated by at least 28 days if age 13 years of age or older. Minimum interval of 3 months between doses 1 and 2 if age is less than 13 years. (Required for students new to Nevada or District after July 2, 2011). Physician verification of past disease required for Varicella vaccine exemption.



3. After completion and submission of all required registration forms and documents; your child will be registered. Once registered your child will be required to begin school with Somerset Academy by the start of the next school week. If child does not begin active attendance by this date, the seat will be released and returned to the lottery.

***Additional documentation requested:***

- A recent copy of the student's transcript or report card from previous school.
- Previous records regarding placement in special programs, a copy of your child's IEP or 504 Plan.
- Information about any disabilities or special health problems, such as seizures, asthma, heart problems, health care procedures or medications.

Your child's wait list numbers will fluctuate. This number may increase or decrease as incoming applications receive a higher priority.

It is the parent's responsibility to review applications for accuracy. All acceptances are sent based on information included in the student application. If grade or date of birth are entered incorrectly or omitted, acceptance will be rescinded, and student will be placed at the end of the correct grade level wait list. All applications may be reviewed by using the apply/application status link on the school webpage.

Parents must add siblings to all applications submitted. If a transfer request is submitted all siblings that parents are wishing to be included on the requested schools wait list must be added to application for the requested school.

# SOMERSET ACADEMY OF LAS VEGAS

## SUPPORT SUMMARY

MEETING DATE: **NOVEMBER 30, 2023**

AGENDA ITEM: **4a – REVIEW AND APPROVAL OF THE FINAL REVISED BUDGET FOR THE 2023/2024 SCHOOL YEAR**

NUMBER OF ENCLOSURES: **1**

SUBJECT: **2023/2024 FINAL REVISED BUDGET**

ACTION

CONSENT AGENDA

INFORMATION

PRESENTER(S): **MATT PADRON**

PROPOSED WORDING FOR MOTION/ACTION:

**MOVE TO APPROVE THE 2023/2024 FINAL REVISED BUDGET AS PRESENTED.**

FISCAL IMPACT: **NO**

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): **5-7 MINUTES**

BACKGROUND: **THE FINAL REVISED BUDGET FOR THE 2023/2024 SCHOOL YEAR IS DUE TO THE STATE AND MUST BE APPROVED BY THE BOARD.**

**Somerset Academy of Las Vegas**  
**FY2024**

Year Ending June 30	Operating / SPED / NSLP / SGF 2023 - 2024		Grants 2023 - 2024	Total 2023 - 2024
<b>Projected Enrollment</b>		<b>9,380</b>	<b>9,380</b>	<b>9,380</b>
<b>Projected Total Revenue Per Student</b>	<b>\$</b>	<b>11,114</b>	<b>382</b>	<b>11,496.13</b>
<b>Revenues</b>				
Per Pupil	\$	84,101,080		\$ 84,101,080
Weights		2,448,798		2,448,798
SPED		8,829,439		8,829,439
NSLP		3,966,125		3,966,125
Other		4,903,000	3,585,245	8,488,245
<b>Total Revenues</b>	<b>\$</b>	<b>104,248,442</b>	<b>\$ 3,585,245</b>	<b>\$ 107,833,687</b>
<b>Expenses</b>				
Salaries & Wages	\$	44,109,974	\$ 2,574,414	\$ 46,684,388
Benefits and Related	\$	24,119,762	\$ 858,138	24,977,901
Materials and Supplies	\$	3,818,280	\$ 105,343	3,923,623
Purchased Services	\$	9,443,243	\$ 17,039	9,460,282
General Operations	\$	8,038,820	\$ 30,311	8,069,131
Facilities + Rent	\$	13,618,252	\$ -	13,618,252
<b>Total Expenses</b>	<b>\$</b>	<b>103,148,332</b>	<b>\$ 3,585,245</b>	<b>\$ 106,733,577</b>
<b>Net Surplus (Deficit)</b>	<b>\$</b>	<b>1,100,110</b>	<b>\$ (0)</b>	<b>\$ 1,100,110</b>

Other Awarded Grants	Title I	Title II	Title III	Title IV	AB495	ARP Homeless II	CTE Allocation	McKinney-Vento	Grand Total
Revenues	637,173	587,978	6,696	72,008	2,205,300	10,215	59,514	6,361	3,585,245
<b>Expenditures</b>									
Payroll and Benefits	637,173	509,881		72,008	2,139,200	8,415	59,514	6,361	3,432,552
Supplies/Materials/Equipment		38,243			66,100	1,000			105,343
Purchased Services		16,239				800			17,039
General Operations & Other		23,615	6,696						30,311
Facilities / Bldg / Utilities/ Cap Outlay									-
Bldg. payments Interest and Principal							-	-	-
<b>Total Expenditures</b>	<b>637,173</b>	<b>587,978</b>	<b>6,696</b>	<b>72,008</b>	<b>2,205,300</b>	<b>10,215</b>	<b>59,514</b>	<b>6,361</b>	<b>3,585,245</b>
<b>Net Surplus (Deficit)</b>	<b>-</b>	<b>(0.0)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(0)</b>
Transfers from Operating									

Somerset Academy of Las Vegas - FY24		Operating	SPED	NSLP	Other	Total (23-24)
Statewide Base (w/ District Adj)		8,966				8,966
Total Students (FTEs)		<b>9,380</b>				<b>9,380</b>
Kinder		817	-	-	-	817
1st Grade		829	-	-	-	829
2nd Grade		830	-	-	-	830
3rd Grade		826	-	-	-	826
4th Grade		826	-	-	-	826
5th Grade		827	-	-	-	827
6th Grade		908	-	-	-	908
7th Grade		904	-	-	-	904
8th Grade		893	-	-	-	893
9th Grade		480	-	-	-	480
10th Grade		452	-	-	-	452
11th Grade		427	-	-	-	427
12th Grade		361	-	-	-	361
Total Students (FTEs)		<b>9,380</b>	-	-	-	<b>9,380</b>
<b>Prior Year Numbers</b>						
SPED Count		-	1,191	-	-	1,191
EL Count		342	-	-	-	342
GATE Count		113	-	-	-	113
FRL %		-	-	37%	-	37%
At-Risk (FRL) Count		2,513	-	-	-	2,513
<b>Teaching Staff</b>						
		<b>Operating</b>	<b>SPED</b>	<b>NSLP</b>	<b>Other</b>	<b>Total (23-24)</b>
Classroom Teachers		349.00	-	-	-	349.00
SPED Teachers		-	53.00	-	-	53.00
Art Teacher		9.00	-	-	-	9.00
Music		9.00	-	-	-	9.00
PE Teacher		10.00	-	-	-	10.00
Technology (STEM)		9.00	-	-	-	9.00
Spanish / Language		9.00	-	-	-	9.00
Additional Elective Teachers		15.50	-	-	-	15.50
Gate Teacher		4.00	-	-	-	4.00
<b>Total Teaching Staff</b>		<b>414.50</b>	<b>53.00</b>	<b>-</b>	<b>-</b>	<b>467.50</b>
<b>Admin &amp; Support</b>						
		<b>Operating</b>	<b>SPED</b>	<b>NSLP</b>	<b>Other</b>	<b>Total (23-24)</b>
Principal		7.00	-	-	-	7.00
Assistant Principal		20.00	-	-	-	20.00
ELL Coordinator		8.00	-	-	-	8.00
Dean		4.00	-	-	-	4.00
Curriculum Coach / Grant Coordinator		11.00	-	0.50	-	11.50
School Counselor		13.00	-	-	-	13.00
Social Worker/ Mental Health		1.00	-	-	-	1.00
Office Manager/Banker		10.00	-	-	-	10.00
Registrar		10.00	-	-	-	10.00
Clinic Aide/ FASA		8.00	-	-	-	8.00
Receptionist		10.00	-	-	-	10.00
Teacher Assistants (SPED Included)		44.00	53.00	3.00	-	100.00
Campus Monitor/Custodian		27.00	-	-	-	27.00
Cafeteria Manager		1.00	-	13.50	-	14.50
Parent Engagement Corrdinator		-	-	-	-	-
SPED Facilitator		-	8.00	-	-	8.00
Speech Pathologist		-	4.00	-	-	4.00
School Psychologist		-	4.50	-	-	4.50
OT		-	-	-	-	-
School Nurse		5.00	-	-	-	5.00
On Campus Sub		10.00	-	-	-	10.00
Other: NSLP staff		-	-	-	-	-
<b>Total Admin &amp; Support</b>		<b>189.0</b>	<b>69.5</b>	<b>17.0</b>	<b>-</b>	<b>275.5</b>
<b>Total # Teachers</b>		<b>414.50</b>	<b>53.00</b>	<b>-</b>	<b>-</b>	<b>467.50</b>
<b>Total # Admin &amp; Support</b>		<b>189.00</b>	<b>69.50</b>	<b>17.00</b>	<b>-</b>	<b>275.50</b>
<b>Total Staff</b>		<b>603.50</b>	<b>122.50</b>	<b>17.00</b>	<b>-</b>	<b>743.00</b>
<b>Total Salaries &amp; Benefits as % of Expenses</b>						66.1%
<b>Instruction Salaries as % of Total Salaries</b>						74.0%
<b>Admin &amp; Support Salaries as % of Total Salaries</b>						26.0%
<b>Rent as % of Revenue</b>						8.5%

REVENUE	Operating	SPED	NSLP	Other	Total (23-24)
<b>State Revenue</b>					
State Base Budget Revenue	84,101,080	-	-	-	84,101,080
ELL Weight	1,379,628	-	-	-	1,379,628
Gifted and Talented Education (GATE)	121,475	-	-	-	121,475
At-Risk Weight	947,695	-	-	-	947,695
Local SPED	-	2,717,822	-	-	2,717,822
SPED Discretionary Unit	-	4,578,800	-	-	4,578,800
<b>Total State Revenues</b>	<b>86,549,878</b>	<b>7,296,622</b>	<b>-</b>	<b>-</b>	<b>93,846,500</b>
<b>Federal Revenue</b>					
SPED Funding (Part B)	-	1,532,817	-	-	1,532,817
National School Lunch Program (NSLP) - Breakfast	-	-	841,113	-	841,113
National School Lunch Program (NSLP) - Lunch	-	-	3,125,012	-	3,125,012
Title I	-	-	-	-	-
Title II	-	-	-	-	-
Title III	-	-	-	-	-
Title IV	-	-	-	-	-
Other:	-	-	-	-	-
<b>Total Federal Revenues</b>	<b>-</b>	<b>1,532,817</b>	<b>3,966,125</b>	<b>-</b>	<b>5,498,942</b>
<b>Other Revenue</b>					
Interest Income	-	-	-	-	-
Student Generated Funds (SGF)	-	-	-	2,225,000	2,225,000
Donation(s)	-	-	-	-	-
Earnings on Investments	1,773,000	-	-	-	1,773,000
<b>Total Other Revenues</b>	<b>1,773,000</b>	<b>-</b>	<b>-</b>	<b>2,225,000</b>	<b>3,998,000</b>
<b>Total Revenues (consolidated)</b>	<b>88,322,878</b>	<b>8,829,439</b>	<b>3,966,125</b>	<b>2,225,000</b>	<b>103,343,442</b>
<b>Other Sources of Funds</b>					
Use of Beginning Fund Balances	-	-	-	905,000	905,000
Borrowings	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
<b>Total Other Sources of Funds</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>905,000</b>	<b>905,000</b>
<b>EXPENSES</b>					
<b>Personnel Costs - Unrestricted Salaries</b>					
Principal	984,526	-	-	-	984,526
Assistant Principal(s)	2,050,000	-	-	-	2,050,000
ELL Coordinator	640,000	-	-	-	640,000
Dean	320,000	-	-	-	320,000
Curriculum Coach	885,680	-	39,420	-	925,100
School Counselor	1,040,000	-	-	-	1,040,000
Social Worker / Mental Health	70,000	-	-	-	70,000
Teachers Salaries	26,148,750	-	-	-	26,148,750
SPED Teachers	-	3,375,000	-	-	3,375,000
Office Manager/ Registrar / Banker	1,237,406	-	-	-	1,237,406
Secretary & FASA	627,200	-	-	-	627,200
Instructional Aide(s)	1,267,200	1,526,400	79,200	-	2,872,800
Campus Monitors/Plant Operator	1,142,400	-	-	-	1,142,400
Cafeteria Manager	36,000	-	-	-	36,000
<b>Total Unrestricted Salaries</b>	<b>36,449,162</b>	<b>4,901,400</b>	<b>118,620</b>	<b>-</b>	<b>41,469,182</b>
<b>Personnel Costs - Restricted Salaries</b>					
SPED Facilitator	-	653,789	-	-	653,789
Speech Pathologist	-	299,500	-	-	299,500
School Psychologist	-	396,183	-	-	396,183
OT	-	-	-	-	-
School Nurse	371,000	-	-	-	371,000
GATE Teacher	250,000	-	-	-	250,000
National School Lunch Program (NSLP) Staff	-	-	364,320	-	364,320
On Campus Sub	306,000	-	-	-	306,000
<b>Total Restricted Salaries</b>	<b>927,000</b>	<b>1,349,472</b>	<b>364,320</b>	<b>-</b>	<b>2,640,792</b>
<b>Total Salaries and Wages</b>	<b>37,376,162</b>	<b>6,250,872</b>	<b>482,940</b>	<b>-</b>	<b>44,109,974</b>
PERS - 33.5%	12,521,014	2,079,576	161,785	-	14,762,375
Insurances/Employment Taxes/Other Benefits	4,942,617	942,485	113,298	-	5,998,400
Retention	2,166,800	298,600	23,100	-	2,488,500
Holiday	80,688	15,313	2,125	-	98,125
Stipend	-	-	-	-	-
Additional Bonuses	-	-	-	-	-
Tuition Reimbursements	127,000	-	-	-	127,000
Subst. Teachers (11 days/Teacher)	537,508	107,855	-	-	645,363
<b>Total Benefits and Related</b>	<b>20,375,627</b>	<b>3,443,828</b>	<b>300,308</b>	<b>-</b>	<b>24,119,762</b>
<b>Total Payroll / Benefits and Related</b>	<b>57,751,788</b>	<b>9,694,700</b>	<b>783,248</b>	<b>-</b>	<b>68,229,736</b>
<b>Material Equipment and Supplies</b>					
Consumables	2,058,090	-	-	-	2,058,090
Dual Enrollment - Student Fees/Textbooks	26,000	-	-	-	26,000
Curriculum/Tech/Furniture	60,000	-	-	-	60,000
Office Supplies	287,900	-	12,500	-	300,400
Classroom Supplies	375,200	-	-	-	375,200
Copier Supplies	93,800	-	-	-	93,800
Nursing Supplies	75,040	-	-	-	75,040
SPED Supplies	-	178,650	-	-	178,650
Athletics/Extra	229,000	-	-	-	229,000
Custodial Supplies	422,100	-	-	-	422,100
<b>Total Material Equipment and Supplies</b>	<b>3,627,130</b>	<b>178,650</b>	<b>12,500</b>	<b>-</b>	<b>3,818,280</b>



<b>Purchased Services</b>	<b>Operating</b>	<b>SPED</b>	<b>NSLP</b>	<b>Other</b>	<b>Total (23-24)</b>
Contracted Services: Other Professional Services	94,500	-	-	-	94,500
Contracted Services: SPED	-	1,756,170	-	-	1,756,170
Contracted Services: Crossing Guards	25,393	-	-	-	25,393
Contracted Services: Transportation	-	-	-	-	-
Management Fee (Academica Nevada)	4,643,100	-	-	-	4,643,100
Payroll Services	147,788	38,083	14,825	-	200,695
Audit/Tax	87,500	-	-	-	87,500
Legal Fees	77,500	-	-	-	77,500
IT Services	456,000	-	-	-	456,000
IT Set-up Fees	179,500	-	-	-	179,500
State Administrative Fee	1,081,873	-	-	-	1,081,873
Affiliation Fee - Inc.	420,505	-	-	-	420,505
Affiliation Fee - Professional Development	420,505	-	-	-	420,505
Professional Development	-	-	-	-	-
<b>Total Purchased Services</b>	<b>7,634,165</b>	<b>1,794,253</b>	<b>14,825</b>	<b>-</b>	<b>9,443,243</b>
<b>General Operations</b>	<b>Operating</b>	<b>SPED</b>	<b>NSLP</b>	<b>Other</b>	<b>Total (23-24)</b>
Telephone	72,100	-	-	-	72,100
Internet	140,080	-	-	-	140,080
Cell Phones	7,200	-	-	-	7,200
Postage	12,250	-	-	-	12,250
Website	38,500	-	-	-	38,500
Copier / Printing	431,400	-	-	-	431,400
Infinite Campus	33,950	-	-	-	33,950
Property Insurance	176,262	-	-	-	176,262
Liability Insurance	154,230	-	-	-	154,230
Other Insurances	220,328	-	-	-	220,328
NSLP - Breakfast	-	-	848,491	-	848,491
NSLP - Lunch	6,000	-	2,690,354	-	2,696,354
Advertising/Marketing	45,500	-	-	-	45,500
Travel	70,500	-	-	-	70,500
Background and Fingerprinting	6,675	-	-	-	6,675
Dues and Fees	115,000	-	-	-	115,000
Prior Year Surplus allocated by board	-	-	-	-	-
Graduation	50,000	-	-	-	50,000
Loan Repayments	-	-	-	-	-
Cap Lease - Interest	635,000	-	-	-	635,000
Cap Lease - Principal	-	-	-	-	-
Cap Lease - Buyout	-	-	-	-	-
SGF Expenditures	-	-	-	2,225,000	2,225,000
Misc Purchases	60,000	-	-	-	60,000
Contingencies	-	-	-	-	-
<b>Total Other</b>	<b>2,274,975</b>	<b>-</b>	<b>3,538,845</b>	<b>2,225,000</b>	<b>8,038,820</b>
<b>Facilities</b>	<b>Operating</b>	<b>SPED</b>	<b>NSLP</b>	<b>Other</b>	<b>Total (23-24)</b>
Public Utilities (Electricity)	1,218,000	-	-	-	1,218,000
Natural Gas	3,600	-	-	-	3,600
Water / Sewer	381,300	-	-	-	381,300
Garbage/Disposal	232,800	-	-	-	232,800
Fire and Security alarms	85,000	-	-	-	85,000
Contracted Janitorial Services	929,919	-	-	-	929,919
Facility Maintenance/Repairs/Capital Outlay	755,000	-	-	905,000	1,660,000
Snow removal	-	-	-	-	-
Lawn Care	134,039	-	-	-	134,039
AC Maintenance & Repair	214,200	-	-	-	214,200
<b>Total Facilities</b>	<b>3,953,859</b>	<b>-</b>	<b>-</b>	<b>905,000</b>	<b>4,858,859</b>
<b>Total Expenses Before Bldg</b>	<b>75,241,917</b>	<b>11,667,603</b>	<b>4,349,418</b>	<b>3,130,000</b>	<b>94,388,938</b>
<b>Scheduled Lease Payment</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Scheduled Bond Payment - Principal</b>	<b>2,812,500</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,812,500</b>
<b>Scheduled Bond Payment - Interest</b>	<b>5,946,894</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5,946,894</b>
<b>HOA/Parking/ Other</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Surplus (Revenues-Total Expenses-Lease-Bond)</b>	<b>4,321,567</b>	<b>(2,838,164)</b>	<b>(383,293)</b>	<b>-</b>	<b>1,100,110</b>
	4.89%	-32.14%	-9.66%	0.00%	1.06%

Somerset Academy of Las Vegas - FY24

Operating

SPED

NSLP

Other

Total (23-24)

Somerset: North Las Vegas - FY24		Operating	SPED	NSLP	Other	Total (23-24)
Statewide Base (w/ District Adj)		8,966				8,966
Total Students (FTEs)		771				771
Kinder		126				126
1st Grade		130				130
2nd Grade		130				130
3rd Grade		129				129
4th Grade		128				128
5th Grade		128				128
6th Grade		-				-
7th Grade		-				-
8th Grade		-				-
9th Grade		-				-
10th Grade		-				-
11th Grade		-				-
12th Grade		-				-
Total Students (FTEs)		771	-	-	-	771
<b>Prior Year Numbers</b>						
SPED Count			93			93
EL Count		40				40
GATE Count		-				-
FRL %				49.74%		50%
At-Risk (FRL) Count		328				328
<b>Teaching Staff</b>						
Classroom Teachers		30.00				30.00
SPED Teachers		-	3.00			3.00
Art Teacher		1.00				1.00
Music		1.00				1.00
PE Teacher		1.00				1.00
Technology (STEM)		1.00				1.00
Spanish / Language		1.00				1.00
Additional Elective Teachers		-				-
Gate Teacher		-				-
<b>Total Teaching Staff</b>		<b>35.00</b>	<b>3.00</b>	<b>-</b>	<b>-</b>	<b>38.00</b>
<b>Admin &amp; Support</b>						
Principal		1.00				1.00
Assistant Principal		2.00				2.00
ELL Coordinator						-
Dean						-
Curriculum Coach		-				-
School Counselor		-				-
Social Worker/ Mental Health		-				-
Office Manager/Banker		1.00				1.00
Registrar		1.00				1.00
Clinic Aide/ FASA		1.00				1.00
Receptionist		1.00				1.00
Teacher Assistants (SPED Included)		3.00	4.00			7.00
Campus Monitor/Custodian		2.00				2.00
Cafeteria Manager				2.00		2.00
Parent Engagement Corrdinator						-
SPED Facilitator			1.00			1.00
Speech Pathologist			1.00			1.00
School Psychologist			0.50			0.50
OT						-
School Nurse		0.50				0.50
On Campus Sub		1.00				1.00
Other: NSLP staff						-
<b>Total Admin &amp; Support</b>		<b>13.5</b>	<b>6.5</b>	<b>2.0</b>	<b>-</b>	<b>22.0</b>
<b>Total # Teachers</b>		<b>35.00</b>	<b>3.00</b>	<b>-</b>	<b>-</b>	<b>38.00</b>
<b>Total # Admin &amp; Support</b>		<b>13.50</b>	<b>6.50</b>	<b>2.00</b>	<b>-</b>	<b>22.00</b>
<b>Total Staff</b>		<b>48.50</b>	<b>9.50</b>	<b>2.00</b>	<b>-</b>	<b>60.00</b>
<b>Total Salaries &amp; Benefits as % of Expenses</b>						62.6%
<b>Instruction Salaries as % of Total Salaries</b>						73.0%
<b>Admin &amp; Support Salaries as % of Total Salaries</b>						27.0%
<b>Rent as % of Revenue</b>						9.4%

REVENUE	Operating	SPED	NSLP	Other	Total (23-24)
<b>State Revenue</b>					
State Base Budget Revenue	6,912,786				6,912,786
ELL Weight	161,360				161,360
Gifted and Talented Education (GATE)	-				-
At-Risk Weight	221,982				221,982
Local SPED		212,223			212,223
SPED Discretionary Unit		357,539			357,539
<b>Total State Revenues</b>	<b>7,296,128</b>	<b>569,762</b>	<b>-</b>	<b>-</b>	<b>7,865,890</b>
<b>Federal Revenue</b>					
SPED Funding (Part B)		119,691			119,691
National School Lunch Program (NSLP) - Breakfast			157,387		157,387
National School Lunch Program (NSLP) - Lunch			298,896		298,896
Title I					-
Title II					-
Title III					-
Title IV					-
Other:					-
<b>Total Federal Revenues</b>	<b>-</b>	<b>119,691</b>	<b>456,283</b>	<b>-</b>	<b>575,974</b>
<b>Other Revenue</b>					
Interest Income	-				-
Student Generated Funds (SGF)				300,000	300,000
Donation(s)					-
Earnings on Investments	148,200				148,200
<b>Total Other Revenues</b>	<b>148,200</b>	<b>-</b>	<b>-</b>	<b>300,000</b>	<b>448,200</b>
<b>Total Revenues (consolidated)</b>	<b>7,444,328</b>	<b>689,453</b>	<b>456,283</b>	<b>300,000</b>	<b>8,890,063</b>
<b>Other Sources of Funds</b>					
Use of Beginning Fund Balances	-	-	-	-	-
Borrowings	-	-	-	-	-
	-	-	-	-	-
<b>Total Other Sources of Funds</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>EXPENSES</b>					
<b>Personnel Costs - Unrestricted Salaries</b>					
Principal	125,080				125,080
Assistant Principal(s)	200,000				200,000
ELL Coordinator	-				-
Dean	-				-
Curriculum Coach	-				-
School Counselor	-				-
Social Worker / Mental Health	-				-
Teachers Salaries	2,187,500				2,187,500
SPED Teachers		187,500			187,500
Office Manager/ Registrar / Banker	120,000				120,000
Secretary & FASA	69,920				69,920
Instructional Aide(s)	86,400	115,200	-		201,600
Campus Monitors/Plant Operator	86,400				86,400
Cafeteria Manager					-
<b>Total Unrestricted Salaries</b>	<b>2,875,300</b>	<b>302,700</b>	<b>-</b>	<b>-</b>	<b>3,178,000</b>
<b>Personnel Costs - Restricted Salaries</b>					
SPED Facilitator	-	68,400			68,400
Speech Pathologist	-	95,000			95,000
School Psychologist	-	55,500			55,500
OT	-				-
School Nurse	48,000				48,000
GATE Teacher	-				-
National School Lunch Program (NSLP) Staff	-	-	54,720		54,720
On Campus Sub	30,600				30,600
<b>Total Restricted Salaries</b>	<b>78,600</b>	<b>218,900</b>	<b>54,720</b>	<b>-</b>	<b>352,220</b>
<b>Total Salaries and Wages</b>	<b>2,953,900</b>	<b>521,600</b>	<b>54,720</b>	<b>-</b>	<b>3,530,220</b>
PERS - 33.5%	989,557	174,736	18,331	-	1,182,624
Insurances/Employment Taxes/Other Benefits	394,944	74,767	13,234	-	482,945
Retention	171,600	19,800	2,400	-	193,800
Holiday	6,813	1,188	250	-	8,250
Stipend	-				-
Additional Bonuses	-				-
Tuition Reimbursements	15,000				15,000
Subst. Teachers (11 days/Teacher)	40,625	6,105	-	-	46,730
<b>Total Benefits and Related</b>	<b>1,618,538</b>	<b>276,595</b>	<b>34,215</b>	<b>-</b>	<b>1,929,349</b>
<b>Total Payroll / Benefits and Related</b>	<b>4,572,438</b>	<b>798,195</b>	<b>88,935</b>	<b>-</b>	<b>5,459,569</b>
<b>Material Equipment and Supplies</b>					
Consumables	159,900				159,900
Dual Enrollment - Student Fees/Textbooks	-				-
Curriculum/Tech/Furniture	-				-
Office Supplies	23,130				23,130
Classroom Supplies	30,840				30,840
Copier Supplies	7,710				7,710
Nursing Supplies	6,168				6,168
SPED Supplies	-	13,950			13,950
Athletics/Extra	-				-
Custodial Supplies	34,695				34,695
<b>Total Material Equipment and Supplies</b>	<b>262,443</b>	<b>13,950</b>	<b>-</b>	<b>-</b>	<b>276,393</b>

<b>Purchased Services</b>	<b>Operating</b>	<b>SPED</b>	<b>NSLP</b>	<b>Other</b>	<b>Total (23-24)</b>
Contracted Services: Other Professional Services	6,300				6,300
Contracted Services: SPED	-	96,375			96,375
Contracted Services: Crossing Guards	-				-
Contracted Services: Transportation					-
Management Fee (Academica Nevada)	381,645				381,645
Payroll Services	12,413	3,638	1,950		18,000
Audit/Tax	12,500				12,500
Legal Fees	7,500				7,500
IT Services	37,728				37,728
IT Set-up Fees	21,000				21,000
State Administrative Fee	91,202				91,202
Affiliation Fee - Inc.	34,564				34,564
Affiliation Fee - Professional Development	34,564				34,564
Professional Development	-				-
<b>Total Purchased Services</b>	<b>639,415</b>	<b>100,013</b>	<b>1,950</b>	<b>-</b>	<b>741,377</b>
<b>General Operations</b>	<b>Operating</b>	<b>SPED</b>	<b>NSLP</b>	<b>Other</b>	<b>Total (23-24)</b>
Telephone	8,240				8,240
Internet	16,480				16,480
Cell Phones					-
Postage	1,250				1,250
Website	5,500				5,500
Copier / Printing	60,000				60,000
Infinite Campus	3,428				3,428
Property Insurance	14,176				14,176
Liability Insurance	12,404				12,404
Other Insurances	17,720				17,720
NSLP - Breakfast			158,767		158,767
NSLP - Lunch			258,859		258,859
Advertising/Marketing	5,500				5,500
Travel	7,500				7,500
Background and Fingerprinting	600	-	-	-	600
Dues and Fees	13,000				13,000
Prior Year Surplus allocated by board					-
Graduation					-
Loan Repayments					-
Cap Lease - Interest	140,000				140,000
Cap Lease - Principal					-
Cap Lease - Buyout					-
SGF Expenditures				300,000	300,000
Misc Purchases	5,000				5,000
Contingencies	-				-
<b>Total Other</b>	<b>310,798</b>	<b>-</b>	<b>417,626</b>	<b>300,000</b>	<b>1,028,424</b>
<b>Facilities</b>	<b>Operating</b>	<b>SPED</b>	<b>NSLP</b>	<b>Other</b>	<b>Total (23-24)</b>
Public Utilities (Electricity)	96,000				96,000
Natural Gas	3,600				3,600
Water / Sewer	19,800				19,800
Garbage/Disposal	24,000				24,000
Fire and Security alarms	8,000				8,000
Contracted Janitorial Services	94,018				94,018
Facility Maintenance/Repairs/Capital Outlay	85,000				85,000
Snow removal	-				-
Lawn Care	16,000				16,000
AC Maintenance & Repair	35,000				35,000
<b>Total Facilities</b>	<b>381,418</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>381,418</b>
<b>Total Expenses Before Bldg</b>	<b>6,166,512</b>	<b>912,158</b>	<b>508,511</b>	<b>300,000</b>	<b>7,887,181</b>
Scheduled Lease Payment	-				-
Scheduled Bond Payment - Principal	282,983				282,983
Scheduled Bond Payment - Interest	555,276				555,276
HOA/Parking/ Other	-				-
	-				-
	-				-
<b>Surplus (Revenues-Total Expenses-Lease-Bond)</b>	<b>439,557</b>	<b>(222,705)</b>	<b>(52,229)</b>	<b>-</b>	<b>164,623</b>
	5.90%	-32.30%	-11.45%	0.00%	1.85%

Somerset: North Las Vegas - FY24

Operating

SPED

NSLP

Other

Total (23-24)

Somerset: Sky Pointe - FY24	Operating	SPED	NSLP	Other	Total (23-24)
Statewide Base (w/ District Adj)	8,966				8,966
<b>Total Students (FTEs)</b>	<b>2,145</b>				<b>2,145</b>
Kinder	130				130
1st Grade	130				130
2nd Grade	130				130
3rd Grade	130				130
4th Grade	130				130
5th Grade	130				130
6th Grade	155				155
7th Grade	155				155
8th Grade	155				155
9th Grade	258				258
10th Grade	247				247
11th Grade	210				210
12th Grade	185				185
<b>Total Students (FTEs)</b>	<b>2,145</b>	-	-	-	<b>2,145</b>
<b>Prior Year Numbers</b>	<b>Operating</b>	<b>SPED</b>	<b>NSLP</b>	<b>Other</b>	<b>Total (23-24)</b>
SPED Count		259			259
EL Count	24				24
GATE Count	-				-
FRL %			24.83%		25%
At-Risk (FRL) Count	442				442
<b>Teaching Staff</b>	<b>Operating</b>	<b>SPED</b>	<b>NSLP</b>	<b>Other</b>	<b>Total (23-24)</b>
Classroom Teachers	79.00				79.00
SPED Teachers	-	12.00			12.00
Art Teacher	2.00				2.00
Music	2.00				2.00
PE Teacher	2.00				2.00
Technology (STEM)	2.00				2.00
Spanish / Language	2.00				2.00
Additional Elective Teachers	3.00				3.00
Gate Teacher	-				-
<b>Total Teaching Staff</b>	<b>92.00</b>	<b>12.00</b>	-	-	<b>104.00</b>
<b>Admin &amp; Support</b>	<b>Operating</b>	<b>SPED</b>	<b>NSLP</b>	<b>Other</b>	<b>Total (23-24)</b>
Principal	1.00				1.00
Assistant Principal	5.00				5.00
ELL Coordinator	-				-
Dean	-				-
Curriculum Coach	3.00				3.00
School Counselor	3.00				3.00
Social Worker/ Mental Health	1.00				1.00
Office Manager/Banker	2.00				2.00
Registrar	2.00				2.00
Clinic Aide/ FASA	2.00				2.00
Receptionist	2.00				2.00
Teacher Assistants (SPED Included)	8.00	13.00			21.00
Campus Monitor/Custodian	6.00				6.00
Cafeteria Manager			3.00		3.00
Parent Engagement Corrdinator					-
SPED Facilitator		1.00			1.00
Speech Pathologist		1.00			1.00
School Psychologist		1.00			1.00
OT					-
School Nurse	1.00				1.00
On Campus Sub	2.00				2.00
Other: NSLP staff					-
<b>Total Admin &amp; Support</b>	<b>38.0</b>	<b>16.0</b>	<b>3.0</b>	-	<b>57.0</b>
<b>Total # Teachers</b>	<b>92.00</b>	<b>12.00</b>	-	-	<b>104.00</b>
<b>Total # Admin &amp; Support</b>	<b>38.00</b>	<b>16.00</b>	<b>3.00</b>	-	<b>57.00</b>
<b>Total Staff</b>	<b>130.00</b>	<b>28.00</b>	<b>3.00</b>	-	<b>161.00</b>
<b>Total Salaries &amp; Benefits as % of Expenses</b>					67.7%
<b>Instruction Salaries as % of Total Salaries</b>					76.0%
<b>Admin &amp; Support Salaries as % of Total Salaries</b>					24.0%
<b>Rent as % of Revenue</b>					8.8%

REVENUE	Operating	SPED	NSLP	Other	Total (23-24)
<b>State Revenue</b>					
State Base Budget Revenue	19,232,070				19,232,070
ELL Weight	96,816				96,816
Gifted and Talented Education (GATE)	-				-
At-Risk Weight	-				-
Local SPED		591,030			591,030
SPED Discretionary Unit		995,726			995,726
<b>Total State Revenues</b>	<b>19,328,886</b>	<b>1,586,756</b>	<b>-</b>	<b>-</b>	<b>20,915,642</b>
<b>Federal Revenue</b>					
SPED Funding (Part B)		333,333			333,333
National School Lunch Program (NSLP) - Breakfast			-		-
National School Lunch Program (NSLP) - Lunch			415,111		415,111
Title I					-
Title II					-
Title III					-
Title IV					-
Other:					-
<b>Total Federal Revenues</b>	<b>-</b>	<b>333,333</b>	<b>415,111</b>	<b>-</b>	<b>748,444</b>
<b>Other Revenue</b>					
Interest Income	-				-
Student Generated Funds (SGF)				525,000	525,000
Donation(s)					-
Earnings on Investments	385,800				385,800
<b>Total Other Revenues</b>	<b>385,800</b>	<b>-</b>	<b>-</b>	<b>525,000</b>	<b>910,800</b>
<b>Total Revenues (consolidated)</b>	<b>19,714,686</b>	<b>1,920,089</b>	<b>415,111</b>	<b>525,000</b>	<b>22,574,886</b>
<b>Other Sources of Funds</b>					
Use of Beginning Fund Balances	-	-	-	-	-
Borrowings	-	-	-	-	-
	-	-	-	-	-
<b>Total Other Sources of Funds</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>EXPENSES</b>					
<b>Personnel Costs - Unrestricted Salaries</b>					
Principal	180,411				180,411
Assistant Principal(s)	500,000				500,000
ELL Coordinator	-				-
Dean	-				-
Curriculum Coach	240,000				240,000
School Counselor	240,000				240,000
Social Worker / Mental Health	70,000				70,000
Teachers Salaries	5,980,000				5,980,000
SPED Teachers		780,000			780,000
Office Manager/ Registrar / Banker	280,000				280,000
Secretary & FASA	139,840				139,840
Instructional Aide(s)	230,400	374,400	-		604,800
Campus Monitors/Custodian	253,440				253,440
Cafeteria Manager					-
<b>Total Unrestricted Salaries</b>	<b>8,114,091</b>	<b>1,154,400</b>	<b>-</b>	<b>-</b>	<b>9,268,491</b>
<b>Personnel Costs - Restricted Salaries</b>					
SPED Facilitator	-	90,389			90,389
Speech Pathologist	-	60,000			60,000
School Psychologist	-	73,000			73,000
OT	-				-
School Nurse	60,000				60,000
GATE Teacher	-				-
National School Lunch Program (NSLP) Staff	-	-	73,440		73,440
On Campus Sub	61,200				61,200
<b>Total Restricted Salaries</b>	<b>121,200</b>	<b>223,389</b>	<b>73,440</b>	<b>-</b>	<b>418,029</b>
<b>Total Salaries and Wages</b>	<b>8,235,291</b>	<b>1,377,789</b>	<b>73,440</b>	<b>-</b>	<b>9,686,520</b>
PERS - 33.5%	2,758,822	461,559	24,602	-	3,244,984
Insurances/Employment Taxes/Other Benefits	1,073,066	213,105	19,458	-	1,305,629
Retention	470,000	67,200	3,600	-	540,800
Holiday	17,000	3,500	375	-	20,875
Stipend	-				-
Additional Bonuses					-
Tuition Reimbursements	25,000				25,000
Subst. Teachers (11 days/Teacher)	126,020	24,420	-	-	150,440
<b>Total Benefits and Related</b>	<b>4,469,908</b>	<b>769,785</b>	<b>48,035</b>	<b>-</b>	<b>5,287,728</b>
<b>Total Payroll / Benefits and Related</b>	<b>12,705,199</b>	<b>2,147,574</b>	<b>121,475</b>	<b>-</b>	<b>14,974,248</b>
<b>Material Equipment and Supplies</b>					
Consumables	452,025				452,025
Dual Enrollment - Student Fees/Textbooks	-				-
Curriculum/Tech/Furniture	-				-
Office Supplies	64,350				64,350
Classroom Supplies	85,800				85,800
Copier Supplies	21,450				21,450
Nursing Supplies	17,160				17,160
SPED Supplies	-	38,850			38,850
Athletics/Extra	75,000				75,000
Custodial Supplies	96,525				96,525
<b>Total Material Equipment and Supplies</b>	<b>812,310</b>	<b>38,850</b>	<b>-</b>	<b>-</b>	<b>851,160</b>

<b>Purchased Services</b>	<b>Operating</b>	<b>SPED</b>	<b>NSLP</b>	<b>Other</b>	<b>Total (23-24)</b>
Contracted Services: Other Professional Services	18,900				18,900
Contracted Services: SPED	-	235,950			235,950
Contracted Services: Crossing Guards	-				-
Contracted Services: Transportation	-				-
Management Fee (Academica Nevada)	1,061,775				1,061,775
Payroll Services	30,750	7,800	2,175		40,725
Audit/Tax	12,500				12,500
Legal Fees	20,000				20,000
IT Services	103,680				103,680
IT Set-up Fees	37,500				37,500
State Administrative Fee	241,611				241,611
Affiliation Fee - Inc.	96,160				96,160
Affiliation Fee - Professional Development	96,160				96,160
Professional Development	-				-
<b>Total Purchased Services</b>	<b>1,719,037</b>	<b>243,750</b>	<b>2,175</b>	<b>-</b>	<b>1,964,962</b>
<b>General Operations</b>	<b>Operating</b>	<b>SPED</b>	<b>NSLP</b>	<b>Other</b>	<b>Total (23-24)</b>
Telephone	15,450				15,450
Internet	28,840				28,840
Cell Phones	-				-
Postage	3,000				3,000
Website	5,500				5,500
Copier / Printing	92,400				92,400
Infinite Campus	6,863				6,863
Property Insurance	40,077				40,077
Liability Insurance	35,067				35,067
Other Insurances	50,096				50,096
NSLP - Breakfast			-		-
NSLP - Lunch			359,507		359,507
Advertising/Marketing	10,000				10,000
Travel	15,000				15,000
Background and Fingerprinting	1,200	-	-	-	1,200
Dues and Fees	20,000				20,000
Prior Year Surplus allocated by board	-				-
Graduation	20,000				20,000
Loan Repayments	-				-
Cap Lease - Interest	140,000				140,000
Cap Lease - Principal	-				-
Cap Lease - Buyout	-				-
SGF Expenditures	-			525,000	525,000
Misc Purchases	10,000				10,000
Contingencies	-				-
<b>Total Other</b>	<b>493,493</b>	<b>-</b>	<b>359,507</b>	<b>525,000</b>	<b>1,378,000</b>
<b>Facilities</b>	<b>Operating</b>	<b>SPED</b>	<b>NSLP</b>	<b>Other</b>	<b>Total (23-24)</b>
Public Utilities (Electricity)	300,000				300,000
Natural Gas	-				-
Water / Sewer	96,000				96,000
Garbage/Disposal	64,000				64,000
Fire and Security alarms	25,000				25,000
Contracted Janitorial Services	230,219				230,219
Facility Maintenance/Repairs/Capital Outlay	175,000				175,000
Snow removal	-				-
Lawn Care	17,900				17,900
AC Maintenance & Repair	60,000				60,000
<b>Total Facilities</b>	<b>968,119</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>968,119</b>
<b>Total Expenses Before Bldg</b>	<b>16,698,157</b>	<b>2,430,174</b>	<b>483,157</b>	<b>525,000</b>	<b>20,136,488</b>
Scheduled Lease Payment	-				-
Scheduled Bond Payment - Principal	667,017				667,017
Scheduled Bond Payment - Interest	1,308,837				1,308,837
HOA/Parking/ Other	-				-
	-				-
	-				-
<b>Surplus (Revenues-Total Expenses-Lease-Bond)</b>	<b>1,040,676</b>	<b>(510,086)</b>	<b>(68,046)</b>	<b>-</b>	<b>462,544</b>
	5.28%	-26.57%	-16.39%	0.00%	2.05%

Somerset: Sky Pointe - FY24

Operating

SPED

NSLP

Other

Total (23-24)

Somerset: Losee - FY24	Operating	SPED	NSLP	Other	Total (23-24)
Statewide Base (w/ District Adj)	8,966				8,966
<b>Total Students (FTEs)</b>	<b>2,380</b>				<b>2,380</b>
Kinder	130				130
1st Grade	130				130
2nd Grade	130				130
3rd Grade	130				130
4th Grade	130				130
5th Grade	130				130
6th Grade	260				260
7th Grade	260				260
8th Grade	260				260
9th Grade	222				222
10th Grade	205				205
11th Grade	217				217
12th Grade	176				176
<b>Total Students (FTEs)</b>	<b>2,380</b>	-	-	-	<b>2,380</b>
<b>Prior Year Numbers</b>	<b>Operating</b>	<b>SPED</b>	<b>NSLP</b>	<b>Other</b>	<b>Total (23-24)</b>
SPED Count		265			265
EL Count	169				169
GATE Count	-				-
FRL %			45.37%		45%
At-Risk (FRL) Count	890				890
<b>Teaching Staff</b>	<b>Operating</b>	<b>SPED</b>	<b>NSLP</b>	<b>Other</b>	<b>Total (23-24)</b>
Classroom Teachers	90.00				90.00
SPED Teachers	-	13.00			13.00
Art Teacher	2.00				2.00
Music	2.00				2.00
PE Teacher	2.00				2.00
Technology (STEM)	2.00				2.00
Spanish / Language	2.00				2.00
Additional Elective Teachers	5.00				5.00
Gate Teacher	-				-
<b>Total Teaching Staff</b>	<b>105.00</b>	<b>13.00</b>	-	-	<b>118.00</b>
<b>Admin &amp; Support</b>	<b>Operating</b>	<b>SPED</b>	<b>NSLP</b>	<b>Other</b>	<b>Total (23-24)</b>
Principal	1.00				1.00
Assistant Principal	5.00				5.00
ELL Coordinator	4.00				4.00
Dean	2.00				2.00
Curriculum Coach	2.00				2.00
School Counselor	4.00				4.00
Social Worker/ Mental Health	-				-
Office Manager/Banker	2.00				2.00
Registrar	3.00				3.00
Clinic Aide/ FASA	2.00				2.00
Receptionist	3.00				3.00
Teacher Assistants (SPED Included)	12.00	13.00			25.00
Campus Monitor/Custodian	10.00				10.00
Cafeteria Manager			4.00		4.00
Parent Engagement Corrdinator					-
SPED Facilitator		1.00			1.00
Speech Pathologist		1.00			1.00
School Psychologist		1.00			1.00
OT					-
School Nurse	1.00				1.00
On Campus Sub	3.00				3.00
Other: NSLP staff					-
<b>Total Admin &amp; Support</b>	<b>54.0</b>	<b>16.0</b>	<b>4.0</b>	-	<b>74.0</b>
<b>Total # Teachers</b>	<b>105.00</b>	<b>13.00</b>	-	-	<b>118.00</b>
<b>Total # Admin &amp; Support</b>	<b>54.00</b>	<b>16.00</b>	<b>4.00</b>	-	<b>74.00</b>
<b>Total Staff</b>	<b>159.00</b>	<b>29.00</b>	<b>4.00</b>	-	<b>192.00</b>
<b>Total Salaries &amp; Benefits as % of Expenses</b>					65.3%
<b>Instruction Salaries as % of Total Salaries</b>					73.0%
<b>Admin &amp; Support Salaries as % of Total Salaries</b>					27.0%
<b>Rent as % of Revenue</b>					8.6%



REVENUE	Operating	SPED	NSLP	Other	Total (23-24)
<b>State Revenue</b>					
State Base Budget Revenue	21,339,080				21,339,080
ELL Weight	681,746				681,746
Gifted and Talented Education (GATE)	-				-
At-Risk Weight	725,713				725,713
Local SPED		604,721			604,721
SPED Discretionary Unit	-	1,018,793			1,018,793
<b>Total State Revenues</b>	<b>22,746,539</b>	<b>1,623,514</b>	<b>-</b>	<b>-</b>	<b>24,370,053</b>
<b>Federal Revenue</b>					
SPED Funding (Part B)		341,055			341,055
National School Lunch Program (NSLP) - Breakfast			683,726		683,726
National School Lunch Program (NSLP) - Lunch			1,317,030		1,317,030
Title I					-
Title II					-
Title III					-
Title IV					-
Other:					-
<b>Total Federal Revenues</b>	<b>-</b>	<b>341,055</b>	<b>2,000,757</b>	<b>-</b>	<b>2,341,812</b>
<b>Other Revenue</b>					
Interest Income	-				-
Student Generated Funds (SGF)				300,000	300,000
Donation(s)					-
Earnings on Investments	448,500				448,500
<b>Total Other Revenues</b>	<b>448,500</b>	<b>-</b>	<b>-</b>	<b>300,000</b>	<b>748,500</b>
<b>Total Revenues (consolidated)</b>	<b>23,195,039</b>	<b>1,964,569</b>	<b>2,000,757</b>	<b>300,000</b>	<b>27,460,364</b>
<b>Other Sources of Funds</b>					
Use of Beginning Fund Balances	-	-	-	205,000	205,000
Borrowings	-	-	-	-	-
	-	-	-	-	-
<b>Total Other Sources of Funds</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>205,000</b>	<b>205,000</b>
<b>EXPENSES</b>					
<b>Personnel Costs - Unrestricted Salaries</b>					
Principal	164,016				164,016
Assistant Principal(s)	550,000				550,000
ELL Coordinator	320,000				320,000
Dean	160,000				160,000
Curriculum Coach	160,000				160,000
School Counselor	320,000				320,000
Social Worker / Mental Health	-				-
Teachers Salaries	6,825,000				6,825,000
SPED Teachers		845,000			845,000
Office Manager/ Registrar / Banker	300,000				300,000
Secretary & FASA	167,200				167,200
Instructional Aide(s)	345,600	374,400	-		720,000
Campus Monitors/Custodian	422,400				422,400
Cafeteria Manager	-				-
<b>Total Unrestricted Salaries</b>	<b>9,734,216</b>	<b>1,219,400</b>	<b>-</b>	<b>-</b>	<b>10,953,616</b>
<b>Personnel Costs - Restricted Salaries</b>					
SPED Facilitator	-	85,000			85,000
Speech Pathologist	-	84,500			84,500
School Psychologist	-	80,000			80,000
OT	-				-
School Nurse	84,000				84,000
GATE Teacher	-				-
National School Lunch Program (NSLP) Staff	-	-	115,200		115,200
On Campus Sub	91,800				91,800
<b>Total Restricted Salaries</b>	<b>175,800</b>	<b>249,500</b>	<b>115,200</b>	<b>-</b>	<b>540,500</b>
<b>Total Salaries and Wages</b>	<b>9,910,016</b>	<b>1,468,900</b>	<b>115,200</b>	<b>-</b>	<b>11,494,116</b>
PERS - 33.5%	3,319,855	492,082	38,592	-	3,850,529
Insurances/Employment Taxes/Other Benefits	1,305,054	222,623	26,730	-	1,554,406
Retention	560,200	71,200	4,800	-	636,200
Holiday	20,625	3,625	500	-	24,750
Stipend	-				-
Additional Bonuses	-				-
Tuition Reimbursements	25,000				25,000
Subst. Teachers (11 days/Teacher)	121,875	26,455	-	-	148,330
<b>Total Benefits and Related</b>	<b>5,352,609</b>	<b>815,984</b>	<b>70,622</b>	<b>-</b>	<b>6,239,215</b>
<b>Total Payroll / Benefits and Related</b>	<b>15,262,625</b>	<b>2,284,884</b>	<b>185,822</b>	<b>-</b>	<b>17,733,331</b>
<b>Material Equipment and Supplies</b>					
Consumables	522,750				522,750
Dual Enrollment - Student Fees/Textbooks	26,000				26,000
Curriculum/Tech/Furniture	-				-
Office Supplies	71,400		2,500		73,900
Classroom Supplies	95,200				95,200
Copier Supplies	23,800				23,800
Nursing Supplies	19,040				19,040
SPED Supplies	-	39,750			39,750
Athletics/Extra	150,000				150,000
Custodial Supplies	107,100				107,100
<b>Total Material Equipment and Supplies</b>	<b>1,015,290</b>	<b>39,750</b>	<b>2,500</b>	<b>-</b>	<b>1,057,540</b>

<b>Purchased Services</b>	<b>Operating</b>	<b>SPED</b>	<b>NSLP</b>	<b>Other</b>	<b>Total (23-24)</b>
Contracted Services: Other Professional Services	18,900				18,900
Contracted Services: SPED	-	202,300			202,300
Contracted Services: Crossing Guards	25,393				25,393
Contracted Services: Transportation	-				-
Management Fee (Academica Nevada)	1,178,100				1,178,100
Payroll Services	37,275	8,025	2,400		47,700
Audit/Tax	12,500				12,500
Legal Fees	20,000				20,000
IT Services	114,960				114,960
IT Set-up Fees	37,500				37,500
State Administrative Fee	284,332				284,332
Affiliation Fee - Inc.	106,695				106,695
Affiliation Fee - Professional Development	106,695				106,695
Professional Development	-				-
<b>Total Purchased Services</b>	<b>1,942,351</b>	<b>210,325</b>	<b>2,400</b>	<b>-</b>	<b>2,155,076</b>
<b>General Operations</b>	<b>Operating</b>	<b>SPED</b>	<b>NSLP</b>	<b>Other</b>	<b>Total (23-24)</b>
Telephone	15,450				15,450
Internet	28,840				28,840
Cell Phones	-				-
Postage	3,000				3,000
Website	5,500				5,500
Copier / Printing	90,000				90,000
Infinite Campus	7,450				7,450
Property Insurance	46,346				46,346
Liability Insurance	40,552				40,552
Other Insurances	57,932				57,932
NSLP - Breakfast			689,724		689,724
NSLP - Lunch			1,124,550		1,124,550
Advertising/Marketing	10,000				10,000
Travel	15,000				15,000
Background and Fingerprinting	1,200	-	-	-	1,200
Dues and Fees	18,000				18,000
Prior Year Surplus allocated by board					-
Graduation	30,000				30,000
Loan Repayments					-
Cap Lease - Interest	100,000				100,000
Cap Lease - Principal					-
Cap Lease - Buyout					-
SGF Expenditures				300,000	300,000
Misc Purchases	20,000				20,000
Contingencies					-
<b>Total Other</b>	<b>489,270</b>	<b>-</b>	<b>1,814,274</b>	<b>300,000</b>	<b>2,603,544</b>
<b>Facilities</b>	<b>Operating</b>	<b>SPED</b>	<b>NSLP</b>	<b>Other</b>	<b>Total (23-24)</b>
Public Utilities (Electricity)	360,000				360,000
Natural Gas	-				-
Water / Sewer	78,000				78,000
Garbage/Disposal	60,000				60,000
Fire and Security alarms	20,000				20,000
Contracted Janitorial Services	231,936				231,936
Facility Maintenance/Repairs/Capital Outlay	200,000			205,000	405,000
Snow removal	-				-
Lawn Care	40,039				40,039
AC Maintenance & Repair	50,000				50,000
<b>Total Facilities</b>	<b>1,039,975</b>	<b>-</b>	<b>-</b>	<b>205,000</b>	<b>1,244,975</b>
<b>Total Expenses Before Bldg</b>	<b>19,749,511</b>	<b>2,534,959</b>	<b>2,004,996</b>	<b>505,000</b>	<b>24,794,466</b>
<b>Scheduled Lease Payment</b>	<b>-</b>				<b>-</b>
<b>Scheduled Bond Payment - Principal</b>	<b>691,231</b>				<b>691,231</b>
<b>Scheduled Bond Payment - Interest</b>	<b>1,664,143</b>				<b>1,664,143</b>
<b>HOA/Parking/ Other</b>	<b>-</b>				<b>-</b>
<b>Surplus (Revenues-Total Expenses-Lease-Bond)</b>	<b>1,090,154</b>	<b>(570,391)</b>	<b>(4,239)</b>	<b>-</b>	<b>515,524</b>
	4.70%	-29.03%	-0.21%	0.00%	1.88%

Somerset: Losee - FY24

Operating

SPED

NSLP

Other

Total (23-24)

Somerset: Stephanie - FY24	Operating	SPED	NSLP	Other	Total (23-24)
Statewide Base (w/ District Adj)	8,966				8,966
<b>Total Students (FTEs)</b>	<b>959</b>				<b>959</b>
Kinder	99				99
1st Grade	103				103
2nd Grade	104				104
3rd Grade	101				101
4th Grade	104				104
5th Grade	103				103
6th Grade	116				116
7th Grade	110				110
8th Grade	119				119
9th Grade	-				-
10th Grade	-				-
11th Grade	-				-
12th Grade	-				-
<b>Total Students (FTEs)</b>	<b>959</b>	-	-	-	<b>959</b>
<b>Prior Year Numbers</b>	<b>Operating</b>	<b>SPED</b>	<b>NSLP</b>	<b>Other</b>	<b>Total (23-24)</b>
SPED Count		141			141
EL Count	24				24
GATE Count	22				22
FRL %			36.43%		36%
At-Risk (FRL) Count	273				273
<b>Teaching Staff</b>	<b>Operating</b>	<b>SPED</b>	<b>NSLP</b>	<b>Other</b>	<b>Total (23-24)</b>
Classroom Teachers	36.00				36.00
SPED Teachers	-	6.00			6.00
Art Teacher	1.00				1.00
Music	1.00				1.00
PE Teacher	1.00				1.00
Technology (STEM)	1.00				1.00
Spanish / Language	1.00				1.00
Additional Elective Teachers	1.50				1.50
Gate Teacher	1.00				1.00
<b>Total Teaching Staff</b>	<b>43.50</b>	<b>6.00</b>	-	-	<b>49.50</b>
<b>Admin &amp; Support</b>	<b>Operating</b>	<b>SPED</b>	<b>NSLP</b>	<b>Other</b>	<b>Total (23-24)</b>
Principal	1.00				1.00
Assistant Principal	2.00				2.00
ELL Coordinator	1.00				1.00
Dean					-
Curriculum Coach	1.00				1.00
School Counselor	2.00				2.00
Social Worker/ Mental Health					-
Office Manager/Banker	1.00				1.00
Registrar	1.00				1.00
Clinic Aide/ FASA					-
Receptionist	1.00				1.00
Teacher Assistants (SPED Included)	3.00	6.00			9.00
Campus Monitor/Custodian	2.00				2.00
Cafeteria Manager			1.50		1.50
Parent Engagement Corrdinator					-
SPED Facilitator		1.00			1.00
Speech Pathologist		-			-
School Psychologist		1.00			1.00
OT					-
School Nurse	1.00				1.00
On Campus Sub	1.00				1.00
Other: NSLP staff					-
<b>Total Admin &amp; Support</b>	<b>17.0</b>	<b>8.0</b>	<b>1.5</b>	-	<b>26.5</b>
<b>Total # Teachers</b>	<b>43.50</b>	<b>6.00</b>	-	-	<b>49.50</b>
<b>Total # Admin &amp; Support</b>	<b>17.00</b>	<b>8.00</b>	<b>1.50</b>	-	<b>26.50</b>
<b>Total Staff</b>	<b>60.50</b>	<b>14.00</b>	<b>1.50</b>	-	<b>76.00</b>
<b>Total Salaries &amp; Benefits as % of Expenses</b>					67.1%
<b>Instruction Salaries as % of Total Salaries</b>					73.6%
<b>Admin &amp; Support Salaries as % of Total Salaries</b>					26.4%
<b>Rent as % of Revenue</b>					7.7%

REVENUE	Operating	SPED	NSLP	Other	Total (23-24)
<b>State Revenue</b>					
State Base Budget Revenue	8,598,394				8,598,394
ELL Weight	96,816				96,816
Gifted and Talented Education (GATE)	23,650				23,650
At-Risk Weight	-				-
Local SPED		321,757			321,757
SPED Discretionary Unit		542,075			542,075
<b>Total State Revenues</b>	<b>8,718,860</b>	<b>863,832</b>	<b>-</b>	<b>-</b>	<b>9,582,692</b>
<b>Federal Revenue</b>					
SPED Funding (Part B)		181,467			181,467
National School Lunch Program (NSLP) - Breakfast			-		-
National School Lunch Program (NSLP) - Lunch			272,294		272,294
Title I					-
Title II					-
Title III					-
Title IV					-
Other:					-
<b>Total Federal Revenues</b>	<b>-</b>	<b>181,467</b>	<b>272,294</b>	<b>-</b>	<b>453,761</b>
<b>Other Revenue</b>					
Interest Income	-				-
Student Generated Funds (SGF)				300,000	300,000
Donation(s)					-
Earnings on Investments	169,500				169,500
<b>Total Other Revenues</b>	<b>169,500</b>	<b>-</b>	<b>-</b>	<b>300,000</b>	<b>469,500</b>
<b>Total Revenues (consolidated)</b>	<b>8,888,360</b>	<b>1,045,299</b>	<b>272,294</b>	<b>300,000</b>	<b>10,505,953</b>
<b>Other Sources of Funds</b>					
Use of Beginning Fund Balances	-	-	-	-	-
Borrowings	-	-	-	-	-
	-	-	-	-	-
<b>Total Other Sources of Funds</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>EXPENSES</b>					
<b>Personnel Costs - Unrestricted Salaries</b>					
Principal	122,400				122,400
Assistant Principal(s)	200,000				200,000
ELL Coordinator	80,000				80,000
Dean	-				-
Curriculum Coach	80,000				80,000
School Counselor	160,000				160,000
Social Worker / Mental Health	-				-
Teachers Salaries	2,656,250				2,656,250
SPED Teachers		375,000			375,000
Office Manager/ Registrar / Banker	130,000				130,000
Secretary & FASA	40,480				40,480
Instructional Aide(s)	86,400	172,800	-		259,200
Campus Monitor/Custodian	84,480				84,480
Cafeteria Manager	-				-
<b>Total Unrestricted Salaries</b>	<b>3,640,010</b>	<b>547,800</b>	<b>-</b>	<b>-</b>	<b>4,187,810</b>
<b>Personnel Costs - Restricted Salaries</b>					
SPED Facilitator	-	75,000			75,000
Speech Pathologist	-	-			-
School Psychologist	-	89,000			89,000
OT	-				-
School Nurse	65,000				65,000
GATE Teacher	62,500				62,500
National School Lunch Program (NSLP) Staff	-	-	43,200		43,200
On Campus Sub	30,600				30,600
<b>Total Restricted Salaries</b>	<b>158,100</b>	<b>164,000</b>	<b>43,200</b>	<b>-</b>	<b>365,300</b>
<b>Total Salaries and Wages</b>	<b>3,798,110</b>	<b>711,800</b>	<b>43,200</b>	<b>-</b>	<b>4,553,110</b>
PERS - 33.5%	1,272,367	238,453	14,472	-	1,525,292
Insurances/Employment Taxes/Other Benefits	497,820	107,595	10,024	-	615,439
Retention	225,000	33,600	1,800	-	260,400
Holiday	8,313	1,750	188	-	10,250
Stipend	-				-
Additional Bonuses					-
Tuition Reimbursements	15,000				15,000
Subst. Teachers (11 days/Teacher)	57,923	12,210	-	-	70,133
<b>Total Benefits and Related</b>	<b>2,076,422</b>	<b>393,608</b>	<b>26,483</b>	<b>-</b>	<b>2,496,513</b>
<b>Total Payroll / Benefits and Related</b>	<b>5,874,532</b>	<b>1,105,408</b>	<b>69,683</b>	<b>-</b>	<b>7,049,623</b>
<b>Material Equipment and Supplies</b>					
Consumables	204,180				204,180
Dual Enrollment - Student Fees/Textbooks	-				-
Curriculum/Tech/Furniture	-				-
Office Supplies	28,770		2,500		31,270
Classroom Supplies	38,360				38,360
Copier Supplies	9,590				9,590
Nursing Supplies	7,672				7,672
SPED Supplies	-	21,150			21,150
Athletics/Extra	1,000				1,000
Custodial Supplies	43,155				43,155
<b>Total Material Equipment and Supplies</b>	<b>332,727</b>	<b>21,150</b>	<b>2,500</b>	<b>-</b>	<b>356,377</b>

<b>Purchased Services</b>	<b>Operating</b>	<b>SPED</b>	<b>NSLP</b>	<b>Other</b>	<b>Total (23-24)</b>
Contracted Services: Other Professional Services	12,600				12,600
Contracted Services: SPED	-	407,575			407,575
Contracted Services: Crossing Guards	-				-
Contracted Services: Transportation	-				-
Management Fee (Academica Nevada)	474,705				474,705
Payroll Services	15,113	4,650	1,838		21,600
Audit/Tax	12,500				12,500
Legal Fees	7,500				7,500
IT Services	46,752				46,752
IT Set-up Fees	21,000				21,000
State Administrative Fee	108,986				108,986
Affiliation Fee - Inc.	42,992				42,992
Affiliation Fee - Professional Development	42,992				42,992
Professional Development	-				-
<b>Total Purchased Services</b>	<b>785,139</b>	<b>412,225</b>	<b>1,838</b>	<b>-</b>	<b>1,199,202</b>
<b>General Operations</b>	<b>Operating</b>	<b>SPED</b>	<b>NSLP</b>	<b>Other</b>	<b>Total (23-24)</b>
Telephone	8,240				8,240
Internet	16,480				16,480
Cell Phones	-				-
Postage	1,250				1,250
Website	5,500				5,500
Copier / Printing	45,000				45,000
Infinite Campus	3,898				3,898
Property Insurance	18,102				18,102
Liability Insurance	15,840				15,840
Other Insurances	22,628				22,628
NSLP - Breakfast			-		-
NSLP - Lunch			235,820		235,820
Advertising/Marketing	5,000				5,000
Travel	7,500				7,500
Background and Fingerprinting	600	-	-	-	600
Dues and Fees	13,000				13,000
Prior Year Surplus allocated by board					-
Graduation					-
Loan Repayments					-
Cap Lease - Interest	40,000				40,000
Cap Lease - Principal					-
Cap Lease - Buyout					-
SGF Expenditures				300,000	300,000
Misc Purchases	-				-
Contingencies					-
<b>Total Other</b>	<b>203,038</b>	<b>-</b>	<b>235,820</b>	<b>300,000</b>	<b>738,858</b>
<b>Facilities</b>	<b>Operating</b>	<b>SPED</b>	<b>NSLP</b>	<b>Other</b>	<b>Total (23-24)</b>
Public Utilities (Electricity)	96,000				96,000
Natural Gas	-				-
Water / Sewer	21,500				21,500
Garbage/Disposal	24,000				24,000
Fire and Security alarms	8,000				8,000
Contracted Janitorial Services	85,920				85,920
Facility Maintenance/Repairs/Capital Outlay	90,000				90,000
Snow removal	-				-
Lawn Care	12,000				12,000
AC Maintenance & Repair	18,000				18,000
<b>Total Facilities</b>	<b>355,420</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>355,420</b>
<b>Total Expenses Before Bldg</b>	<b>7,550,855</b>	<b>1,538,783</b>	<b>309,841</b>	<b>300,000</b>	<b>9,699,479</b>
<b>Scheduled Lease Payment</b>	<b>-</b>				<b>-</b>
<b>Scheduled Bond Payment - Principal</b>	<b>236,269</b>				<b>236,269</b>
<b>Scheduled Bond Payment - Interest</b>	<b>568,819</b>				<b>568,819</b>
<b>HOA/Parking/ Other</b>	<b>-</b>				<b>-</b>
	<b>-</b>				<b>-</b>
	<b>-</b>				<b>-</b>
<b>Surplus (Revenues-Total Expenses-Lease-Bond)</b>	<b>532,417</b>	<b>(493,484)</b>	<b>(37,547)</b>	<b>-</b>	<b>1,385</b>
	5.99%	-47.21%	-13.79%	0.00%	0.01%

Somerset: Stephanie - FY24

Operating

SPED

NSLP

Other

Total (23-24)

Somerset: Lone Mountain - FY24		Operating	SPED	NSLP	Other	Total (23-24)
Statewide Base (w/ District Adj)		8,966				8,966
Total Students (FTEs)		986				986
Kinder		102				102
1st Grade		104				104
2nd Grade		104				104
3rd Grade		104				104
4th Grade		104				104
5th Grade		104				104
6th Grade		122				122
7th Grade		122				122
8th Grade		120				120
9th Grade		-				-
10th Grade		-				-
11th Grade		-				-
12th Grade		-				-
Total Students (FTEs)		986	-	-	-	986
<b>Prior Year Numbers</b>						
SPED Count			143			143
EL Count		44				44
GATE Count		31				31
FRL %				28.46%		28%
At-Risk (FRL) Count		220				220
<b>Teaching Staff</b>						
		Operating	SPED	NSLP	Other	Total (23-24)
Classroom Teachers		36.00				36.00
SPED Teachers		-	7.00			7.00
Art Teacher		1.00				1.00
Music		1.00				1.00
PE Teacher		2.00				2.00
Technology (STEM)		1.00				1.00
Spanish / Language		1.00				1.00
Additional Elective Teachers		1.00				1.00
Gate Teacher		1.00				1.00
<b>Total Teaching Staff</b>		<b>44.00</b>	<b>7.00</b>	<b>-</b>	<b>-</b>	<b>51.00</b>
<b>Admin &amp; Support</b>						
		Operating	SPED	NSLP	Other	Total (23-24)
Principal		1.00				1.00
Assistant Principal		2.00				2.00
ELL Coordinator		1.00				1.00
Dean		1.00				1.00
Curriculum Coach		1.00				1.00
School Counselor		1.00				1.00
Social Worker/ Mental Health		-				-
Office Manager/Banker		1.00				1.00
Registrar		1.00				1.00
Clinic Aide/ FASA		1.00				1.00
Receptionist		1.00				1.00
Teacher Assistants (SPED Included)		9.00	5.00			14.00
Campus Monitor/Custodian		3.00				3.00
Cafeteria Manager				2.00		2.00
Parent Engagement Corrdinator						-
SPED Facilitator			1.00			1.00
Speech Pathologist			1.00			1.00
School Psychologist			-			-
OT						-
School Nurse		-				-
On Campus Sub		1.00				1.00
Other: NSLP staff						-
<b>Total Admin &amp; Support</b>		<b>24.0</b>	<b>7.0</b>	<b>2.0</b>	<b>-</b>	<b>33.0</b>
<b>Total # Teachers</b>		<b>44.00</b>	<b>7.00</b>	<b>-</b>	<b>-</b>	<b>51.00</b>
<b>Total # Admin &amp; Support</b>		<b>24.00</b>	<b>7.00</b>	<b>2.00</b>	<b>-</b>	<b>33.00</b>
<b>Total Staff</b>		<b>68.00</b>	<b>14.00</b>	<b>2.00</b>	<b>-</b>	<b>84.00</b>
<b>Total Salaries &amp; Benefits as % of Expenses</b>						64.5%
<b>Instruction Salaries as % of Total Salaries</b>						75.8%
<b>Admin &amp; Support Salaries as % of Total Salaries</b>						24.2%
<b>Rent as % of Revenue</b>						7.9%

REVENUE	Operating	SPED	NSLP	Other	Total (23-24)
<b>State Revenue</b>					
State Base Budget Revenue	8,840,476				8,840,476
ELL Weight	177,496				177,496
Gifted and Talented Education (GATE)	33,325				33,325
At-Risk Weight	-				-
Local SPED		326,321			326,321
SPED Discretionary Unit		549,764			549,764
<b>Total State Revenues</b>	<b>9,051,297</b>	<b>876,085</b>	<b>-</b>	<b>-</b>	<b>9,927,382</b>
<b>Federal Revenue</b>					
SPED Funding (Part B)		184,041			184,041
National School Lunch Program (NSLP) - Breakfast			-		-
National School Lunch Program (NSLP) - Lunch			218,712		218,712
Title I					-
Title II					-
Title III					-
Title IV					-
Other:					-
<b>Total Federal Revenues</b>	<b>-</b>	<b>184,041</b>	<b>218,712</b>	<b>-</b>	<b>402,753</b>
<b>Other Revenue</b>					
Interest Income	-				-
Student Generated Funds (SGF)				250,000	250,000
Donation(s)					-
Earnings on Investments	189,000				189,000
<b>Total Other Revenues</b>	<b>189,000</b>	<b>-</b>	<b>-</b>	<b>250,000</b>	<b>439,000</b>
<b>Total Revenues (consolidated)</b>	<b>9,240,297</b>	<b>1,060,126</b>	<b>218,712</b>	<b>250,000</b>	<b>10,769,134</b>
<b>Other Sources of Funds</b>					
Use of Beginning Fund Balances	-	-	-	700,000	700,000
Borrowings	-	-	-	-	-
					-
<b>Total Other Sources of Funds</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>700,000</b>	<b>700,000</b>
<b>EXPENSES</b>					
<b>Personnel Costs - Unrestricted Salaries</b>					
Principal	127,200				127,200
Assistant Principal(s)	200,000				200,000
ELL Coordinator	80,000				80,000
Dean	80,000				80,000
Curriculum Coach	80,000				80,000
School Counselor	80,000				80,000
Social Worker / Mental Health	-				-
Teachers Salaries	2,687,500				2,687,500
SPED Teachers		437,500			437,500
Office Manager/ Registrar / Banker	100,000				100,000
Secretary & FASA	69,920				69,920
Instructional Aide(s)	259,200	144,000	-		403,200
Campus Monitors/Custodian	126,720				126,720
Cafeteria Manager					-
<b>Total Unrestricted Salaries</b>	<b>3,890,540</b>	<b>581,500</b>	<b>-</b>	<b>-</b>	<b>4,472,040</b>
<b>Personnel Costs - Restricted Salaries</b>					
SPED Facilitator	-	65,000			65,000
Speech Pathologist	-	60,000			60,000
School Psychologist	-	-			-
OT	-	-			-
School Nurse	-	-			-
GATE Teacher	62,500				62,500
National School Lunch Program (NSLP) Staff	-	-	48,960		48,960
On Campus Sub	30,600	-	-	-	30,600
<b>Total Restricted Salaries</b>	<b>93,100</b>	<b>125,000</b>	<b>48,960</b>	<b>-</b>	<b>267,060</b>
<b>Total Salaries and Wages</b>	<b>3,983,640</b>	<b>706,500</b>	<b>48,960</b>	<b>-</b>	<b>4,739,100</b>
PERS - 33.5%	1,334,519	236,678	16,402	-	1,587,599
Insurances/Employment Taxes/Other Benefits	546,552	107,354	12,972	-	666,877
Retention	235,400	36,400	2,400	-	274,200
Holiday	9,250	1,750	250	-	11,250
Stipend	-	-	-	-	-
Additional Bonuses					-
Tuition Reimbursements	15,000				15,000
Subst. Teachers (11 days/Teacher)	58,940	14,245	-	-	73,185
<b>Total Benefits and Related</b>	<b>2,199,661</b>	<b>396,426</b>	<b>32,023</b>	<b>-</b>	<b>2,628,111</b>
<b>Total Payroll / Benefits and Related</b>	<b>6,183,301</b>	<b>1,102,926</b>	<b>80,983</b>	<b>-</b>	<b>7,367,211</b>
<b>Material Equipment and Supplies</b>					
Consumables	204,180				204,180
Dual Enrollment - Student Fees/Textbooks	-				-
Curriculum/Tech/Furniture	-				-
Office Supplies	29,580		2,500		32,080
Classroom Supplies	39,440				39,440
Copier Supplies	9,860				9,860
Nursing Supplies	7,888				7,888
SPED Supplies	-	21,450			21,450
Athletics/Extra	1,000				1,000
Custodial Supplies	44,370				44,370
<b>Total Material Equipment and Supplies</b>	<b>336,318</b>	<b>21,450</b>	<b>2,500</b>	<b>-</b>	<b>360,268</b>

<b>Purchased Services</b>	<b>Operating</b>	<b>SPED</b>	<b>NSLP</b>	<b>Other</b>	<b>Total (23-24)</b>
Contracted Services: Other Professional Services	12,600				12,600
Contracted Services: SPED	-	207,060			207,060
Contracted Services: Crossing Guards	-				-
Contracted Services: Transportation	-				-
Management Fee (Academica Nevada)	488,070				488,070
Payroll Services	16,800	4,650	1,950		23,400
Audit/Tax	12,500				12,500
Legal Fees	7,500				7,500
IT Services	48,048				48,048
IT Set-up Fees	21,000				21,000
State Administrative Fee	113,141				113,141
Affiliation Fee - Inc.	44,202				44,202
Affiliation Fee - Professional Development	44,202				44,202
Professional Development	-				-
<b>Total Purchased Services</b>	<b>808,064</b>	<b>211,710</b>	<b>1,950</b>	<b>-</b>	<b>1,021,724</b>
<b>General Operations</b>	<b>Operating</b>	<b>SPED</b>	<b>NSLP</b>	<b>Other</b>	<b>Total (23-24)</b>
Telephone	8,240				8,240
Internet	16,480				16,480
Cell Phones	4,800				4,800
Postage	1,250				1,250
Website	5,500				5,500
Copier / Printing	51,000				51,000
Infinite Campus	3,965				3,965
Property Insurance	18,102				18,102
Liability Insurance	15,840				15,840
Other Insurances	22,628				22,628
NSLP - Breakfast			-		-
NSLP - Lunch			189,416		189,416
Advertising/Marketing	5,000				5,000
Travel	7,500				7,500
Background and Fingerprinting	600	-	-	-	600
Dues and Fees	13,000				13,000
Prior Year Surplus allocated by board					-
Graduation					-
Loan Repayments					-
Cap Lease - Interest	115,000				115,000
Cap Lease - Principal					-
Cap Lease - Buyout					-
SGF Expenditures				250,000	250,000
Misc Purchases	5,000				5,000
Contingencies	-				-
<b>Total Other</b>	<b>293,905</b>	<b>-</b>	<b>189,416</b>	<b>250,000</b>	<b>733,321</b>
<b>Facilities</b>	<b>Operating</b>	<b>SPED</b>	<b>NSLP</b>	<b>Other</b>	<b>Total (23-24)</b>
Public Utilities (Electricity)	102,000				102,000
Natural Gas	-				-
Water / Sewer	70,000				70,000
Garbage/Disposal	18,000				18,000
Fire and Security alarms	8,000				8,000
Contracted Janitorial Services	85,852				85,852
Facility Maintenance/Repairs/Capital Outlay	70,000			700,000	770,000
Snow removal	-				-
Lawn Care	15,400				15,400
AC Maintenance & Repair	14,000				14,000
<b>Total Facilities</b>	<b>383,252</b>	<b>-</b>	<b>-</b>	<b>700,000</b>	<b>1,083,252</b>
<b>Total Expenses Before Bldg</b>	<b>8,004,840</b>	<b>1,336,086</b>	<b>274,849</b>	<b>950,000</b>	<b>10,565,775</b>
<b>Scheduled Lease Payment</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Scheduled Bond Payment - Principal</b>	<b>250,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>250,000</b>
<b>Scheduled Bond Payment - Interest</b>	<b>604,344</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>604,344</b>
<b>HOA/Parking/ Other</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Surplus (Revenues-Total Expenses-Lease-Bond)</b>	<b>381,113</b>	<b>(275,961)</b>	<b>(56,137)</b>	<b>(700,000)</b>	<b>49,015</b>
	4.12%	-26.03%	-25.67%	-280.00%	0.46%

Somerset: Lone Mountain - FY24

Operating

SPED

NSLP

Other

Total (23-24)



Somerset: Aliante - FY24	Operating	SPED	NSLP	Other	Total (23-24)
Statewide Base (w/ District Adj)	8,966				8,966
<b>Total Students (FTEs)</b>	<b>1,145</b>				<b>1,145</b>
Kinder	126				126
1st Grade	128				128
2nd Grade	128				128
3rd Grade	128				128
4th Grade	126				126
5th Grade	128				128
6th Grade	132				132
7th Grade	134				134
8th Grade	115				115
9th Grade	-				-
10th Grade	-				-
11th Grade	-				-
12th Grade	-				-
<b>Total Students (FTEs)</b>	<b>1,145</b>	-	-	-	<b>1,145</b>
<b>Prior Year Numbers</b>	<b>Operating</b>	<b>SPED</b>	<b>NSLP</b>	<b>Other</b>	<b>Total (23-24)</b>
SPED Count		166			166
EL Count	26				26
GATE Count	20				20
FRL %			24.16%		24%
At-Risk (FRL) Count	235				235
<b>Teaching Staff</b>	<b>Operating</b>	<b>SPED</b>	<b>NSLP</b>	<b>Other</b>	<b>Total (23-24)</b>
Classroom Teachers	42.00				42.00
SPED Teachers	-	7.00			7.00
Art Teacher	1.00				1.00
Music	1.00				1.00
PE Teacher	1.00				1.00
Technology (STEM)	1.00				1.00
Spanish / Language	1.00				1.00
Additional Elective Teachers	3.00				3.00
Gate Teacher	1.00				1.00
<b>Total Teaching Staff</b>	<b>51.00</b>	<b>7.00</b>	-	-	<b>58.00</b>
<b>Admin &amp; Support</b>	<b>Operating</b>	<b>SPED</b>	<b>NSLP</b>	<b>Other</b>	<b>Total (23-24)</b>
Principal	1.00				1.00
Assistant Principal	2.00				2.00
ELL Coordinator	2.00				2.00
Dean	-				-
Curriculum Coach	2.00				2.00
School Counselor	1.00				1.00
Social Worker/ Mental Health	-				-
Office Manager/Banker	1.00				1.00
Registrar	1.00				1.00
Clinic Aide/ FASA	1.00				1.00
Receptionist	1.00				1.00
Teacher Assistants (SPED Included)	3.00	7.00	2.00		12.00
Campus Monitor/Custodian	2.00				2.00
Cafeteria Manager	1.00		-		1.00
Parent Engagement Corrdinator					-
SPED Facilitator		1.00			1.00
Speech Pathologist		-			-
School Psychologist		0.50			0.50
OT					-
School Nurse	0.50				0.50
On Campus Sub	1.00				1.00
Other: NSLP staff					-
<b>Total Admin &amp; Support</b>	<b>19.5</b>	<b>8.5</b>	<b>2.0</b>	-	<b>30.0</b>
<b>Total # Teachers</b>	<b>51.00</b>	<b>7.00</b>	-	-	<b>58.00</b>
<b>Total # Admin &amp; Support</b>	<b>19.50</b>	<b>8.50</b>	<b>2.00</b>	-	<b>30.00</b>
<b>Total Staff</b>	<b>70.50</b>	<b>15.50</b>	<b>2.00</b>	-	<b>88.00</b>
<b>Total Salaries &amp; Benefits as % of Expenses</b>					67.1%
<b>Instruction Salaries as % of Total Salaries</b>					75.8%
<b>Admin &amp; Support Salaries as % of Total Salaries</b>					24.2%
<b>Rent as % of Revenue</b>					8.9%

REVENUE	Operating	SPED	NSLP	Other	Total (23-24)
<b>State Revenue</b>					
State Base Budget Revenue	10,266,070				10,266,070
ELL Weight	104,884				104,884
Gifted and Talented Education (GATE)	21,500				21,500
At-Risk Weight	-				-
Local SPED		378,806			378,806
SPED Discretionary Unit		638,187			638,187
<b>Total State Revenues</b>	<b>10,392,454</b>	<b>1,016,993</b>	<b>-</b>	<b>-</b>	<b>11,409,447</b>
<b>Federal Revenue</b>					
SPED Funding (Part B)		213,642			213,642
National School Lunch Program (NSLP) - Breakfast			-		-
National School Lunch Program (NSLP) - Lunch			215,607		215,607
Title I					-
Title II					-
Title III					-
Title IV					-
Other:					-
<b>Total Federal Revenues</b>	<b>-</b>	<b>213,642</b>	<b>215,607</b>	<b>-</b>	<b>429,249</b>
<b>Other Revenue</b>					
Interest Income					-
Student Generated Funds (SGF)				250,000	250,000
Donation(s)					-
Earnings on Investments	239,760				239,760
<b>Total Other Revenues</b>	<b>239,760</b>	<b>-</b>	<b>-</b>	<b>250,000</b>	<b>489,760</b>
<b>Total Revenues (consolidated)</b>	<b>10,632,214</b>	<b>1,230,635</b>	<b>215,607</b>	<b>250,000</b>	<b>12,328,456</b>
<b>Other Sources of Funds</b>					
Use of Beginning Fund Balances	-	-	-	-	-
Borrowings	-	-	-	-	-
	-	-	-	-	-
<b>Total Other Sources of Funds</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>EXPENSES</b>					
<b>Personnel Costs - Unrestricted Salaries</b>					
Principal	130,290				130,290
Assistant Principal(s)	200,000				200,000
ELL Coordinator	160,000				160,000
Dean	-				-
Curriculum Coach	160,000				160,000
School Counselor	80,000				80,000
Social Worker / Mental Health	-				-
Teachers Salaries	3,125,000				3,125,000
SPED Teachers		437,500			437,500
Office Manager/ Registrar / Banker	125,000				125,000
Secretary & FASA	69,920				69,920
Instructional Aide(s)	86,400	201,600	57,600		345,600
Campus Monitors/Plant Operator	84,480				84,480
Cafeteria Manager	36,000				36,000
<b>Total Unrestricted Salaries</b>	<b>4,257,090</b>	<b>639,100</b>	<b>57,600</b>	<b>-</b>	<b>4,953,790</b>
<b>Personnel Costs - Restricted Salaries</b>					
SPED Facilitator	-	86,000			86,000
Speech Pathologist	-	-			-
School Psychologist	-	55,500			55,500
OT	-				-
School Nurse	48,000				48,000
GATE Teacher	62,500				62,500
National School Lunch Program (NSLP) Staff		-	-		-
On Campus Sub	30,600				30,600
<b>Total Restricted Salaries</b>	<b>141,100</b>	<b>141,500</b>	<b>-</b>	<b>-</b>	<b>282,600</b>
<b>Total Salaries and Wages</b>	<b>4,398,190</b>	<b>780,600</b>	<b>57,600</b>	<b>-</b>	<b>5,236,390</b>
PERS - 33.5%	1,473,394	261,501	19,296	-	1,754,191
Insurances/Employment Taxes/Other Benefits	578,844	118,783	13,365	-	710,992
Retention	261,800	38,200	2,400	-	302,400
Holiday	9,563	1,938	250	-	11,750
Stipend	-				-
Additional Bonuses					-
Tuition Reimbursements	15,000				15,000
Subst. Teachers (11 days/Teacher)	73,185	14,245	-	-	87,430
<b>Total Benefits and Related</b>	<b>2,411,785</b>	<b>434,667</b>	<b>35,311</b>	<b>-</b>	<b>2,881,762</b>
<b>Total Payroll / Benefits and Related</b>	<b>6,809,974</b>	<b>1,215,267</b>	<b>92,911</b>	<b>-</b>	<b>8,118,152</b>
<b>Material Equipment and Supplies</b>					
Consumables	240,875				240,875
Dual Enrollment - Student Fees/Textbooks	-				-
Curriculum/Tech/Furniture	60,000				60,000
Office Supplies	34,350		2,500		36,850
Classroom Supplies	45,800				45,800
Copier Supplies	11,450				11,450
Nursing Supplies	9,160				9,160
SPED Supplies	-	24,900			24,900
Athletics/Extra	1,000				1,000
Custodial Supplies	51,525				51,525
<b>Total Material Equipment and Supplies</b>	<b>454,160</b>	<b>24,900</b>	<b>2,500</b>	<b>-</b>	<b>481,560</b>

<b>Purchased Services</b>	<b>Operating</b>	<b>SPED</b>	<b>NSLP</b>	<b>Other</b>	<b>Total (23-24)</b>
Contracted Services: Other Professional Services	12,600				12,600
Contracted Services: SPED	-	343,500			343,500
Contracted Services: Crossing Guards	-				-
Contracted Services: Transportation	-				-
Management Fee (Academica Nevada)	566,775				566,775
Payroll Services	17,363	4,988	1,950		24,300
Audit/Tax	12,500				12,500
Legal Fees	7,500				7,500
IT Services	55,680				55,680
IT Set-up Fees	23,000				23,000
State Administrative Fee	129,906				129,906
Affiliation Fee - Inc.	51,330				51,330
Affiliation Fee - Professional Development	51,330				51,330
Professional Development	-				-
<b>Total Purchased Services</b>	<b>927,984</b>	<b>348,488</b>	<b>1,950</b>	<b>-</b>	<b>1,278,421</b>
<b>General Operations</b>	<b>Operating</b>	<b>SPED</b>	<b>NSLP</b>	<b>Other</b>	<b>Total (23-24)</b>
Telephone	8,240				8,240
Internet	16,480				16,480
Cell Phones	-				-
Postage	1,000				1,000
Website	5,500				5,500
Copier / Printing	45,000				45,000
Infinite Campus	4,363				4,363
Property Insurance	21,357				21,357
Liability Insurance	18,687				18,687
Other Insurances	26,696				26,696
NSLP - Breakfast			-		-
NSLP - Lunch			186,727		186,727
Advertising/Marketing	5,000				5,000
Travel	4,000				4,000
Background and Fingerprinting	1,875	-	-	-	1,875
Dues and Fees	15,000				15,000
Prior Year Surplus allocated by board					-
Graduation					-
Loan Repayments					-
Cap Lease - Interest	50,000				50,000
Cap Lease - Principal					-
Cap Lease - Buyout					-
SGF Expenditures				250,000	250,000
Misc Purchases	10,000				10,000
Contingencies	-				-
<b>Total Other</b>	<b>233,198</b>	<b>-</b>	<b>186,727</b>	<b>250,000</b>	<b>669,924</b>
<b>Facilities</b>	<b>Operating</b>	<b>SPED</b>	<b>NSLP</b>	<b>Other</b>	<b>Total (23-24)</b>
Public Utilities (Electricity)	150,000				150,000
Natural Gas	-				-
Water / Sewer	36,000				36,000
Garbage/Disposal	25,200				25,200
Fire and Security alarms	8,000				8,000
Contracted Janitorial Services	110,594				110,594
Facility Maintenance/Repairs/Capital Outlay	85,000				85,000
Snow removal	-				-
Lawn Care	18,400				18,400
AC Maintenance & Repair	20,000				20,000
<b>Total Facilities</b>	<b>453,194</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>453,194</b>
<b>Total Expenses Before Bldg</b>	<b>8,878,509</b>	<b>1,588,654</b>	<b>284,087</b>	<b>250,000</b>	<b>11,001,251</b>
<b>Scheduled Lease Payment</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Scheduled Bond Payment - Principal</b>	<b>389,617</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>389,617</b>
<b>Scheduled Bond Payment - Interest</b>	<b>708,406</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>708,406</b>
<b>HOA/Parking/ Other</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Surplus (Revenues-Total Expenses-Lease-Bond)</b>	<b>655,682</b>	<b>(358,019)</b>	<b>(68,480)</b>	<b>-</b>	<b>229,182</b>
	6.17%	-29.09%	-31.76%	0.00%	1.86%

Somerset: Aliante - FY24

Operating

SPED

NSLP

Other

Total (23-24)

Somerset: Skye Canyon - FY24		Operating	SPED	NSLP	Other	Total (23-24)
Statewide Base (w/ District Adj)		8,966				8,966
Total Students (FTEs)		994				994
Kinder		104				104
1st Grade		104				104
2nd Grade		104				104
3rd Grade		104				104
4th Grade		104				104
5th Grade		104				104
6th Grade		123				123
7th Grade		123				123
8th Grade		124				124
9th Grade		-				-
10th Grade		-				-
11th Grade		-				-
12th Grade		-				-
Total Students (FTEs)		994	-	-	-	994
<b>Prior Year Numbers</b>						
SPED Count			124			124
EL Count		15				15
GATE Count		40				40
FRL %				15.67%		16%
At-Risk (FRL) Count		125				125
<b>Teaching Staff</b>						
Classroom Teachers		36.00				36.00
SPED Teachers		-	5.00			5.00
Art Teacher		1.00				1.00
Music		1.00				1.00
PE Teacher		1.00				1.00
Technology (STEM)		1.00				1.00
Spanish / Language		1.00				1.00
Additional Elective Teachers		2.00				2.00
Gate Teacher		1.00				1.00
<b>Total Teaching Staff</b>		<b>44.00</b>	<b>5.00</b>	<b>-</b>	<b>-</b>	<b>49.00</b>
<b>Admin &amp; Support</b>						
Principal		1.00				1.00
Assistant Principal		2.00				2.00
ELL Coordinator		-				-
Dean		1.00				1.00
Curriculum Coach		1.00				1.00
School Counselor		2.00				2.00
Social Worker/ Mental Health		-				-
Office Manager/Banker		1.00				1.00
Registrar		1.00				1.00
Clinic Aide/ FASA		1.00				1.00
Receptionist		1.00				1.00
Teacher Assistants (SPED Included)		6.00	5.00	1.00		12.00
Campus Monitor/Custodian		2.00				2.00
Cafeteria Manager				1.00		1.00
Parent Engagement Corrdinator						-
SPED Facilitator			1.00			1.00
Speech Pathologist			-			-
School Psychologist			0.50			0.50
OT						-
School Nurse		1.00				1.00
On Campus Sub		1.00				1.00
Other:						-
<b>Total Admin &amp; Support</b>		<b>21.0</b>	<b>6.5</b>	<b>2.0</b>	<b>-</b>	<b>29.5</b>
<b>Total # Teachers</b>		<b>44.00</b>	<b>5.00</b>	<b>-</b>	<b>-</b>	<b>49.00</b>
<b>Total # Admin &amp; Support</b>		<b>21.00</b>	<b>6.50</b>	<b>2.00</b>	<b>-</b>	<b>29.50</b>
<b>Total Staff</b>		<b>65.00</b>	<b>11.50</b>	<b>2.00</b>	<b>-</b>	<b>78.50</b>
<b>Total Salaries &amp; Benefits as % of Expenses</b>						66.9%
<b>Instruction Salaries as % of Total Salaries</b>						74.5%
<b>Admin &amp; Support Salaries as % of Total Salaries</b>						25.5%
<b>Rent as % of Revenue</b>						7.7%

REVENUE	Operating	SPED	NSLP	Other	Total (23-24)
<b>State Revenue</b>					
State Base Budget Revenue	8,912,204				8,912,204
ELL Weight	60,510				60,510
Gifted and Talented Education (GATE)	43,000				43,000
At-Risk Weight	-				-
Local SPED		282,964			282,964
SPED Discretionary Unit		476,718			476,718
<b>Total State Revenues</b>	<b>9,015,714</b>	<b>759,682</b>	<b>-</b>	<b>-</b>	<b>9,775,396</b>
<b>Federal Revenue</b>					
SPED Funding (Part B)		159,588			159,588
National School Lunch Program (NSLP) - Breakfast			-		-
National School Lunch Program (NSLP) - Lunch			387,362		387,362
Title I					-
Title II					-
Title III					-
Title IV					-
Other:					-
<b>Total Federal Revenues</b>	<b>-</b>	<b>159,588</b>	<b>387,362</b>	<b>-</b>	<b>546,950</b>
<b>Other Revenue</b>					
Interest Income	-				-
Student Generated Funds (SGF)				300,000	300,000
Donation(s)					-
Earnings on Investments	192,240				192,240
<b>Total Other Revenues</b>	<b>192,240</b>	<b>-</b>	<b>-</b>	<b>300,000</b>	<b>492,240</b>
<b>Total Revenues (consolidated)</b>	<b>9,207,954</b>	<b>919,270</b>	<b>387,362</b>	<b>300,000</b>	<b>10,814,586</b>
<b>Other Sources of Funds</b>					
Use of Beginning Fund Balances	-	-	-	-	-
Borrowings	-	-	-	-	-
	-	-	-	-	-
<b>Total Other Sources of Funds</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>EXPENSES</b>					
<b>Personnel Costs - Unrestricted Salaries</b>					
Principal	135,130				135,130
Assistant Principal(s)	200,000				200,000
ELL Coordinator	-				-
Dean	80,000				80,000
Curriculum Coach	80,000				80,000
School Counselor	160,000				160,000
Social Worker / Mental Health	-				-
Teachers Salaries	2,687,500				2,687,500
SPED Teachers		312,500			312,500
Office Manager/ Registrar / Banker	105,000				105,000
Secretary & FASA	69,920				69,920
Instructional Aide(s)	172,800	144,000	21,600		338,400
Campus Monitors/Custodian	84,480				84,480
Cafeteria Manager	-				-
<b>Total Unrestricted Salaries</b>	<b>3,774,830</b>	<b>456,500</b>	<b>21,600</b>	<b>-</b>	<b>4,252,930</b>
<b>Personnel Costs - Restricted Salaries</b>					
SPED Facilitator	-	84,000			84,000
Speech Pathologist	-	-			-
School Psychologist	-	43,183			43,183
OT	-				-
School Nurse	66,000				66,000
GATE Teacher	62,500				62,500
National School Lunch Program (NSLP) Staff	-	-	28,800		28,800
On Campus Sub	30,600				30,600
<b>Total Restricted Salaries</b>	<b>159,100</b>	<b>127,183</b>	<b>28,800</b>	<b>-</b>	<b>315,083</b>
<b>Total Salaries and Wages</b>	<b>3,933,930</b>	<b>583,683</b>	<b>50,400</b>	<b>-</b>	<b>4,568,012</b>
PERS - 33.5%	1,317,866	181,068	16,884	-	1,515,818
Insurances/Employment Taxes/Other Benefits	528,174	88,336	13,037	-	629,547
Retention	231,800	27,800	2,400	-	262,000
Holiday	8,875	1,438	250	-	10,563
Stipend	-				-
Additional Bonuses					-
Tuition Reimbursements	15,000				15,000
Subst. Teachers (11 days/Teacher)	58,940	10,175	-	-	69,115
<b>Total Benefits and Related</b>	<b>2,160,655</b>	<b>308,816</b>	<b>32,571</b>	<b>-</b>	<b>2,502,042</b>
<b>Total Payroll / Benefits and Related</b>	<b>6,094,585</b>	<b>892,498</b>	<b>82,971</b>	<b>-</b>	<b>7,070,054</b>
<b>Material Equipment and Supplies</b>					
Consumables	204,180				204,180
Dual Enrollment - Student Fees/Textbooks	-				-
Curriculum/Tech/Furniture	-				-
Office Supplies	29,820		2,500		32,320
Classroom Supplies	39,760				39,760
Copier Supplies	9,940				9,940
Nursing Supplies	7,952				7,952
SPED Supplies	-	18,600			18,600
Athletics/Extra	1,000				1,000
Custodial Supplies	44,730				44,730
<b>Total Material Equipment and Supplies</b>	<b>337,382</b>	<b>18,600</b>	<b>2,500</b>	<b>-</b>	<b>358,482</b>

<b>Purchased Services</b>	<b>Operating</b>	<b>SPED</b>	<b>NSLP</b>	<b>Other</b>	<b>Total (23-24)</b>
Contracted Services: Other Professional Services	12,600				12,600
Contracted Services: SPED	-	263,410			263,410
Contracted Services: Crossing Guards	-				-
Contracted Services: Transportation	-				-
Management Fee (Academica Nevada)	492,030				492,030
Payroll Services	16,125	4,088	1,950		22,163
Audit/Tax	12,500				12,500
Legal Fees	7,500				7,500
IT Services	48,432				48,432
IT Set-up Fees	18,500				18,500
State Administrative Fee	112,696				112,696
Affiliation Fee - Inc.	44,561				44,561
Affiliation Fee - Professional Development	44,561				44,561
Professional Development	-				-
<b>Total Purchased Services</b>	<b>809,505</b>	<b>267,498</b>	<b>1,950</b>	<b>-</b>	<b>1,078,953</b>
<b>General Operations</b>	<b>Operating</b>	<b>SPED</b>	<b>NSLP</b>	<b>Other</b>	<b>Total (23-24)</b>
Telephone	8,240				8,240
Internet	16,480				16,480
Cell Phones	2,400				2,400
Postage	1,500				1,500
Website	5,500				5,500
Copier / Printing	48,000				48,000
Infinite Campus	3,985				3,985
Property Insurance	18,102				18,102
Liability Insurance	15,840				15,840
Other Insurances	22,628				22,628
NSLP - Breakfast			-		-
NSLP - Lunch			335,475		335,475
Advertising/Marketing	5,000				5,000
Travel	4,000				4,000
Background and Fingerprinting	600	-	-	-	600
Dues and Fees	13,000				13,000
Prior Year Surplus allocated by board					-
Graduation					-
Loan Repayments					-
Cap Lease - Interest	50,000				50,000
Cap Lease - Principal					-
Cap Lease - Buyout					-
SGF Expenditures				300,000	300,000
Misc Purchases	10,000				10,000
Contingencies	-				-
<b>Total Other</b>	<b>225,275</b>	<b>-</b>	<b>335,475</b>	<b>300,000</b>	<b>860,750</b>
<b>Facilities</b>	<b>Operating</b>	<b>SPED</b>	<b>NSLP</b>	<b>Other</b>	<b>Total (23-24)</b>
Public Utilities (Electricity)	114,000				114,000
Natural Gas	-				-
Water / Sewer	60,000				60,000
Garbage/Disposal	17,600				17,600
Fire and Security alarms	8,000				8,000
Contracted Janitorial Services	91,382				91,382
Facility Maintenance/Repairs/Capital Outlay	50,000				50,000
Snow removal	-				-
Lawn Care	14,300				14,300
AC Maintenance & Repair	17,200				17,200
<b>Total Facilities</b>	<b>372,482</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>372,482</b>
<b>Total Expenses Before Bldg</b>	<b>7,839,229</b>	<b>1,178,596</b>	<b>422,896</b>	<b>300,000</b>	<b>9,740,721</b>
<b>Scheduled Lease Payment</b>	<b>-</b>				<b>-</b>
<b>Scheduled Bond Payment - Principal</b>	<b>295,383</b>				<b>295,383</b>
<b>Scheduled Bond Payment - Interest</b>	<b>537,069</b>				<b>537,069</b>
<b>HOA/Parking/ Other</b>	<b>-</b>				<b>-</b>
	<b>-</b>				<b>-</b>
	<b>-</b>				<b>-</b>
<b>Surplus (Revenues-Total Expenses-Lease-Bond)</b>	<b>536,273</b>	<b>(259,326)</b>	<b>(35,534)</b>	<b>-</b>	<b>241,413</b>
	5.82%	-28.21%	-9.17%	0.00%	2.23%

Somerset: Skye Canyon - FY24

Operating

SPED

NSLP

Other

Total (23-24)

Somerset: Executive Office - FY24		Operating	SPED	NSLP	Other	Total (23-24)
Statewide Base (w/ District Adj)		-				-
Total Students (FTEs)		-				-
Kinder		-				-
1st Grade		-				-
2nd Grade		-				-
3rd Grade		-				-
4th Grade		-				-
5th Grade		-				-
6th Grade		-				-
7th Grade		-				-
8th Grade		-				-
9th Grade		-				-
10th Grade		-				-
11th Grade		-				-
12th Grade		-				-
Total Students (FTEs)		-	-	-	-	-
<b>Prior Year Numbers</b>		<b>Operating</b>	<b>SPED</b>	<b>NSLP</b>	<b>Other</b>	<b>Total (23-24)</b>
SPED Count			-			-
EL Count						-
GATE Count		-				-
FRL %						0%
At-Risk (FRL) Count		-				-
<b>Teaching Staff</b>		<b>Operating</b>	<b>SPED</b>	<b>NSLP</b>	<b>Other</b>	<b>Total (23-24)</b>
Classroom Teachers						-
SPED Teachers						-
Art Teacher						-
Music						-
PE Teacher						-
Technology (STEM)						-
Spanish / Language						-
Additional Elective Teachers						-
Gate Teacher						-
<b>Total Teaching Staff</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Admin &amp; Support</b>		<b>Operating</b>	<b>SPED</b>	<b>NSLP</b>	<b>Other</b>	<b>Total (23-24)</b>
Principal						-
Assistant Principal						-
ELL Coordinator						-
Dean						-
Curriculum Coach / Grant Coordinator		1.00		0.50		1.50
School Counselor						-
Social Worker/ Mental Health						-
Office Manager/Banker		1.00				1.00
Registrar						-
Clinic Aide/ FASA						-
Receptionist						-
Teacher Assistants (SPED Included)						-
Campus Monitor/Custodian						-
Cafeteria Manager						-
Parent Engagement Corrdinator						-
SPED Facilitator			1.00			1.00
Speech Pathologist						-
School Psychologist						-
OT						-
School Nurse						-
On Campus Sub						-
Other: NSLP staff						-
<b>Total Admin &amp; Support</b>		<b>2.0</b>	<b>1.0</b>	<b>0.5</b>	<b>-</b>	<b>3.5</b>
<b>Total # Teachers</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total # Admin &amp; Support</b>		<b>2.00</b>	<b>1.00</b>	<b>0.50</b>	<b>-</b>	<b>3.50</b>
<b>Total Staff</b>		<b>2.00</b>	<b>1.00</b>	<b>0.50</b>	<b>-</b>	<b>3.50</b>
<b>Total Salaries &amp; Benefits as % of Expenses</b>						81.2%
<b>Instruction Salaries as % of Total Salaries</b>						0.0%
<b>Admin &amp; Support Salaries as % of Total Salaries</b>						100.0%
<b>Rent as % of Revenue</b>						#DIV/0!

REVENUE	Operating	SPED	NSLP	Other	Total (23-24)
<b>State Revenue</b>					
State Base Budget Revenue	-	-	-	-	-
ELL Weight	-	-	-	-	-
Gifted and Talented Education (GATE)	-	-	-	-	-
At-Risk Weight	-	-	-	-	-
Local SPED	-	-	-	-	-
SPED Discretionary Unit	-	-	-	-	-
<b>Total State Revenues</b>	-	-	-	-	-
<b>Federal Revenue</b>					
SPED Funding (Part B)	-	-	-	-	-
National School Lunch Program (NSLP) - Breakfast	-	-	-	-	-
National School Lunch Program (NSLP) - Lunch	-	-	-	-	-
Title I	-	-	-	-	-
Title II	-	-	-	-	-
Title III	-	-	-	-	-
Title IV	-	-	-	-	-
Other:	-	-	-	-	-
<b>Total Federal Revenues</b>	-	-	-	-	-
<b>Other Revenue</b>					
Interest Income	-	-	-	-	-
Student Generated Funds (SGF)	-	-	-	-	-
Donation(s)	-	-	-	-	-
Earnings on Investments	-	-	-	-	-
<b>Total Other Revenues</b>	-	-	-	-	-
<b>Total Revenues (consolidated)</b>	-	-	-	-	-
<b>Other Sources of Funds</b>					
Use of Beginning Fund Balances	-	-	-	-	-
Borrowings	-	-	-	-	-
	-	-	-	-	-
<b>Total Other Sources of Funds</b>	-	-	-	-	-
<b>EXPENSES</b>					
<b>Personnel Costs - Unrestricted Salaries</b>					
Principal	-	-	-	-	-
Assistant Principal(s)	-	-	-	-	-
ELL Coordinator	-	-	-	-	-
Dean	-	-	-	-	-
Curriculum Coach / Grant Coordinator	85,680	-	39,420	-	125,100
School Counselor	-	-	-	-	-
Social Worker / Mental Health	-	-	-	-	-
Teachers Salaries	-	-	-	-	-
SPED Teachers	-	-	-	-	-
Office Manager/ Registrar / Banker	77,406	-	-	-	77,406
Secretary & FASA	-	-	-	-	-
Instructional Aide(s)	-	-	-	-	-
Campus Monitors/Plant Operator	-	-	-	-	-
Cafeteria Manager	-	-	-	-	-
<b>Total Unrestricted Salaries</b>	<b>163,086</b>	-	<b>39,420</b>	-	<b>202,506</b>
<b>Personnel Costs - Restricted Salaries</b>					
SPED Facilitator	-	100,000	-	-	100,000
Speech Pathologist	-	-	-	-	-
School Psychologist	-	-	-	-	-
OT	-	-	-	-	-
School Nurse	-	-	-	-	-
GATE Teacher	-	-	-	-	-
National School Lunch Program (NSLP) Staff	-	-	-	-	-
On Campus Sub	-	-	-	-	-
<b>Total Restricted Salaries</b>	-	<b>100,000</b>	-	-	<b>100,000</b>
<b>Total Salaries and Wages</b>	<b>163,086</b>	<b>100,000</b>	<b>39,420</b>	-	<b>302,506</b>
PERS - 33.5%	54,634	33,500	13,206	-	101,339
Insurances/Employment Taxes/Other Benefits	18,164	9,922	4,480	-	32,566
Retention	11,000	4,400	3,300	-	18,700
Holiday	250	125	63	-	438
Stipend	-	-	-	-	-
Additional Bonuses	-	-	-	-	-
Tuition Reimbursements	2,000	-	-	-	2,000
Subst. Teachers (11 days/Teacher)	-	-	-	-	-
<b>Total Benefits and Related</b>	<b>86,048</b>	<b>47,947</b>	<b>21,048</b>	-	<b>155,043</b>
<b>Total Payroll / Benefits and Related</b>	<b>249,134</b>	<b>147,947</b>	<b>60,468</b>	-	<b>457,549</b>
<b>Material Equipment and Supplies</b>					
Consumables	70,000	-	-	-	70,000
Dual Enrollment - Student Fees/Textbooks	-	-	-	-	-
Curriculum/Tech/Furniture	-	-	-	-	-
Office Supplies	6,500	-	-	-	6,500
Classroom Supplies	-	-	-	-	-
Copier Supplies	-	-	-	-	-
Nursing Supplies	-	-	-	-	-
SPED Supplies	-	-	-	-	-
Athletics/Extra	-	-	-	-	-
Custodial Supplies	-	-	-	-	-
<b>Total Supplies</b>	<b>76,500</b>	-	-	-	<b>76,500</b>





# SOMERSET ACADEMY OF LAS VEGAS

## SUPPORT SUMMARY

MEETING DATE: **NOVEMBER 30, 2023**

AGENDA ITEM: **4b – REVIEW AND APPROVAL OF THE TEACHER AND STAFF HOLIDAY BONUSES**

NUMBER OF ENCLOSURES: **0**

**SUBJECT: APPROVAL OF TEACHER AND STAFF HOLIDAY BONUSES**

**ACTION**

**CONSENT AGENDA**

**INFORMATION**

**PUBLIC HEARING**

PRESENTER(S): **TREVOR GOODSSELL/GARY McCLAIN**

PROPOSED WORDING FOR MOTION/ACTION:

**MOVE TO APPROVE THE TEACHER AND STAFF HOLIDAY BONUSES, AS PRESENTED.**

FISCAL IMPACT: **NA**

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): **3-5 MINUTES**

**BACKGROUND: AS A TOKEN OF GRATITUDE TO THE FACULTY AND STAFF OF SOMERSET ACADEMY, IT IS PROPOSED THAT THE BOARD APPROVE YEAR-END GIFTS OF \$125 FOR EACH EMPLOYEE. TOTAL ANTICIPATED AMOUNT: \$98,125 (WITHIN BUDGET)**

# SOMERSET ACADEMY OF LAS VEGAS

## SUPPORT SUMMARY

MEETING DATE: **NOVEMBER 30, 2023**

AGENDA ITEM: **4c – REVIEW AND APPROVAL OF THE 2022/2023 SCHOOL YEAR FINANCIAL AUDIT**

NUMBER OF ENCLOSURES: **1**

SUBJECT: **APPROVAL OF THE 2022/2023 SCHOOL YEAR FINANCIAL AUDIT**

**ACTION**

**CONSENT AGENDA**

**INFORMATION**

PRESENTER(S): **TREVOR GOODSSELL/NACHUM GOLODNER**

PROPOSED WORDING FOR MOTION/ACTION:

**MOVE TO APPROVE THE FINANCIAL AUDIT FOR THE 2022/2023 SCHOOL YEAR, AS PRESENTED.**

FISCAL IMPACT: **NO**

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): **5-7 MINUTES**

BACKGROUND: **REVIEW AND APPROVAL OF THE 2022/2023 SCHOOL YEAR FINANCIAL AUDIT, WHICH MUST BE SUBMITTED TO THE STATE.**

**Somerset Academy of Las Vegas**  
Basic Financial Statements  
As of and for the Year Ended June 30, 2023

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## **Independent Auditors' Report**

Board of Directors  
Somerset Academy of Las Vegas  
Las Vegas, Nevada

### **Report On The Audit Of The Financial Statements**

#### ***Opinions***

We have audited the financial statements of the governmental activities and each major fund of Somerset Academy of Las Vegas, as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise Somerset Academy of Las Vegas's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Somerset Academy of Las Vegas, as of June 30, 2023, and the respective changes in financial position and the budgetary comparisons for the General and Special Education Funds for the year then ended in accordance with accounting principles generally accepted in the United States of America (GAAP).

#### ***Basis For Opinions***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities For The Audit Of The Financial Statements section of our report. We are required to be independent of Somerset Academy of Las Vegas and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### ***Responsibilities Of Management For The Financial Statements***

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Somerset Academy of Las Vegas's ability to continue as a going concern for 12 months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### ***Auditors' Responsibilities For The Audit Of The Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Somerset Academy of Las Vegas's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Somerset Academy of Las Vegas's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.



### ***Required Supplementary Information***

GAAP requires that Management's Discussion and Analysis, Pension and Post-Employment Benefits schedules, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### ***Supplementary Information***

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise Somerset Academy of Las Vegas's basic financial statements. The Schedule of Activities by Location is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management, and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Activities by Location is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

### ***Other Reporting Required By Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated \_\_\_\_\_, 2023\*\*, on our consideration of Somerset Academy of Las Vegas's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Somerset Academy of Las Vegas's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Somerset Academy of Las Vegas's internal control over financial reporting and compliance.

\_\_\_\_\_, 2023\*\*

## **Somerset Academy of Las Vegas Management's Discussion and Analysis**

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This section of the annual financial report for Somerset Academy of Las Vegas (the School) provides an overview of the School's financial activities as of and for the fiscal year ended June 30, 2023. It should be read in conjunction with the financial statements, which immediately follow this section.

### **Financial Highlights**

- Liabilities and deferred inflows of resources of the School were higher than assets and deferred outflows of resources of the current fiscal year by \$6,457,313.
- Revenue was \$88,550,670, an increase from \$83,382,198 in the prior year.

### **Overview of the Financial Statements**

This discussion and analysis is intended to serve as an introduction to the School's annual report. This report has four components: 1) management's discussion and analysis (this section), 2) the basic financial statements, 3) required supplementary information, and 4) supplementary information. The basic financial statements include two types of statements presenting different views of the School:

#### **School-Wide Financial Statements**

The School-Wide financial statements are designed to provide readers with a broad overview of the School's finances, in a manner similar to a private-sector business, using the accrual basis of accounting.

The Statement of Net Position presents information on all of the School's assets, deferred outflows of resources, liabilities and deferred inflows of resources. The difference is reported as net position. Over time increases or decreases in net position may serve as an indicator of whether the financial position of the School is improving or deteriorating.

The Statement of Activities presents information on how the School's net position changed during the fiscal year. All changes in net position are reported when the underlying event occurs without regard to the timing of related cash flows. Accordingly, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The School-wide statements above report one type of activity: governmental activities. Funding received from state and federal sources primarily support these activities. Services associated with the operation of the School fall into this category, including instruction, support services, unallocated depreciation and amortization, and debt service.

## **Fund Financial Statements**

A “fund” is a collection of related accounts grouped to maintain control over resources that have been segregated for specific activities, projects, or objectives. The School, like other state and local governments, uses fund accounting to ensure and report compliance with finance related legal requirements.

All funds of the School are governmental funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the school-wide financial statements. Governmental fund financial statements, however, focus on near-term inflows and outflows of spendable resources, as well as on the balances of spendable resources which are available at the end of the fiscal year. They are reported using the modified accrual basis of accounting. Such information may be used to evaluate a government's requirements for near-term financing.

Because the focus of the governmental funds is narrower than that of the School-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the school-wide financial statements. By doing so, readers may better understand the long-term impact for the School's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The Board of Directors adopts an annual appropriated budget for its general fund and special education fund. A budgetary comparison statement has been provided for the general fund and special education fund to demonstrate compliance with the School's budget.

**School-Wide Financial Analysis**

The Statement of Net Deficit provides the perspective of the School as a whole. The table below provides a summary of the School's net deficit as of June 30:

	2023	2022
<b>Assets</b>		
Current assets	\$ 44,941,251	\$ 41,709,937
Non-current assets	129,393,052	131,224,064
<b>Total Assets</b>	<b>174,334,303</b>	<b>172,934,001</b>
<b>Deferred Outflows of Resources</b>	<b>36,998,028</b>	<b>33,583,788</b>
<b>Liabilities</b>		
Current liabilities	11,614,563	8,655,284
Long-term liabilities	206,119,384	169,058,361
<b>Total Liabilities</b>	<b>217,733,947</b>	<b>177,713,645</b>
<b>Deferred Inflows of Resources</b>	<b>55,697</b>	<b>29,891,621</b>
<b>Net Position (Deficit)</b>		
Net investment in capital assets	(3,705,988)	(6,339,764)
Restricted	7,425,922	1,575,174
Unrestricted	(10,177,247)	3,677,114
<b>Total Net Deficit</b>	<b>\$ (6,457,313)</b>	<b>\$ (1,087,476)</b>

The unrestricted net position of governmental activities represents the accumulated results of life-to-date operations. The results of the current-year operations for the School as a whole are reported in the Statement of Activities, which shows changes in net position. The decrease in net position was due to expenditures in excess of revenues primarily due to pension expense related to PERS totaling \$6,494,130 for the year ended June 30, 2023. The deferred outflows and deferred inflows are a result of GASB statements 68 and 75 in relation to pensions and OPEB. Net investments in capital assets totaled a deficit of \$3,705,988. This compares the original cost less depreciation and amortization of the School's capital assets to long-term debt used to finance the acquisition of the assets.

The results of this year's operations for the School as a whole are reported in the summarized Statements of Activities (below) which shows the changes in net position for the fiscal years ended June 30:

	2023	2022
<b>Revenue</b>		
Operating grants	\$ 15,732,484	\$ 12,604,666
Student generated funds	2,518,344	1,967,623
General revenue:		
State unrestricted	68,859,742	68,589,927
Earnings on restricted cash and cash equivalents	1,230,246	9,315
Other revenues	209,854	210,667
<b>Total Revenues</b>	<b>88,550,670</b>	<b>83,382,198</b>
<b>Expenses</b>		
Instruction	55,651,165	43,165,591
Support services	28,720,727	24,964,204
Interest expense	6,022,984	6,056,628
Depreciation and amortization	3,525,631	3,809,311
<b>Total Expenses</b>	<b>93,920,507</b>	<b>77,995,734</b>
<b>Change in Net Position (Deficit)</b>	<b>(5,369,837)</b>	<b>5,386,464</b>
<b>Net Deficit - Beginning of Year</b>	<b>(1,087,476)</b>	<b>(6,473,940)</b>
<b>Net Deficit, End of Year</b>	<b>\$ (6,457,313)</b>	<b>\$ (1,087,476)</b>

A reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities appears on page 16.

As reported in the statement of activities, revenues of all governmental activities was \$88,550,670 and the cost was \$93,920,507. Revenues increased primarily from an increase in federal grants of \$2,996,250 and earnings on restricted cash and cash equivalents of \$1,220,117. Instruction and support service expenses increased with additional funding from the increase in operating grants and an increase in compensation of faculty to attract and retain talent and an increase in pension expense of \$6,626,865.

### The School's Funds

As noted earlier, the School uses funds to help it control and manage money for particular purposes. Looking at Funds helps the reader consider whether the School is being held accountable for the resources taxpayers and others provide to it and may give more insight into the School's overall financial health.

As the School completed this year, the Governmental Funds reported a combined fund balance of \$47,950,332, an increase of \$1,807,977 from the prior year. Total debt service and capital outlay was \$11,003,567 offset by \$833,234 in asset acquisitions financed through leases.

### **Capital Assets**

Pursuant to the Nevada Department of Education, the capitalization threshold for assets purchased by the School is established at a value of \$5,000. At this time, the School has capital assets net of accumulated depreciation and amortization of \$116,930,824 consisting of buildings, building improvements, land, land improvements, right of use leased assets and furniture, equipment and other. Capital assets decreased approximately \$2,004,775 primarily due to depreciation and amortization for the year totaling \$3,525,631 mitigated by capital outlays of \$1,520,856. We present more detailed information about our capital assets in the notes to the financial statements.

### **Long-Term Obligations**

At the end of this year, the School had \$206,119,384 in long-term obligations (excluding the amounts due within one year) resulting from the total net OPEB liability, pension liability, bonds payable, lease liabilities and compensated absences. We present more detailed information about our long-term obligations in the notes to the financial statements.

### **General and Special Education Fund Budget Analysis and Highlights**

The Board of Directors of Somerset Academy of Las Vegas adopted an annual budget for the School. Prior to the start of the school year, the School will create an initial budget based on estimated economic funding factors and projected enrollment. As these economic and enrollment factors become known subsequent to the school year beginning, a final revised budget is prepared and approved by the School's Board of Directors. Budgetary comparison statements have been provided for the General and Special Education Funds.

Actual revenues were above the final budget by \$11,313,014 for the General Fund and \$1,446,006 for the Special Education Fund. This is primarily due to additional ESSER funds available by the grantor. In addition, student activity revenue of \$2,518,344 and investment income totaling \$1,230,246 earned on the money market mutual fund accounts were not included in the budget.

Actual General Fund expenditures were above the final budget by \$14,588,379. This is primarily due to additional Federal grant funding received that was available for the programs and expenditures related to the student activities, covered by the revenues of such activities, totaling \$2,194,542 that were not included in the budget.

### **Economic Factors and Next Year's Budget**

The Administration and Board of Education consider many factors and make assumptions based on the best available information when setting the School's operating budget. Since such a significant portion of the School's revenue is dependent on State funding and the health of the State's School Fund, the actual revenue received depends on the State's ability to collect revenues to fund its committed appropriation to the school districts. It doesn't appear that the revenue system in place can keep pace with spending pressures school districts statewide face from increases in retirement contributions, employee health insurance, general pay raises, and energy costs. The Board and Administration take all this into account when setting the budget and trying to maintain a sufficient fund balance which will allow us to address this ever changing situation.

Another important factor affecting the School's budget is our student count. State funding revenue is determined by multiplying the blended student count by the State allowance per pupil. Based on preliminary counts for the 2023-2024 fiscal year, we are estimating enrollment to increase approximately 2.50% compared to the prior year.

As a result, it is critical that the School maintains an adequate fund balance in order to be able to react to these ever changing conditions and to provide for the fair and equitable treatment of both our students and employees.

### **Requests for Information**

This financial report is intended to provide a general overview of the finances of the School. Requests for additional information can be obtained from the Chief Financial Officer of Academica Nevada, LLC, 6630 Surrey St. Las Vegas, NV 89119.

## Basic Financial Statements

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**Somerset Academy of Las Vegas**  
**School-Wide Financial Statements**  
**Statement of Net Deficit**  
**June 30, 2023**

	<b>Governmental Activities</b>
<b>Assets and Deferred Outflows of Resources</b>	
<b>Current Assets</b>	
Cash	\$ 35,043,251
Restricted cash and cash equivalents	7,425,923
Accounts receivable, net	2,232,221
Other assets	239,856
<b>Total Current Assets</b>	<b>44,941,251</b>
<b>Non-Current Assets</b>	
Restricted cash and cash equivalents	12,462,228
Capital assets not being depreciated	24,660,052
Right to use leased assets being amortized, net of accumulated amortizati	1,315,342
Capital assets being depreciated, net of accumulated depreciation	90,955,430
<b>Total Non-Current Assets</b>	<b>129,393,052</b>
<b>Total Assets</b>	<b>174,334,303</b>
<b>Deferred Outflows of Resources - Related to Pension</b>	<b>36,998,028</b>
<b>Liabilities, Deferred Inflows of Resources and Net Deficit</b>	
<b>Current Liabilities</b>	
Accounts payable and accrued expenses	7,637,045
Compensated absences	627,563
Current portion of bonds payable	2,755,000
Current portion of lease liabilities	594,955
<b>Total Current Liabilities</b>	<b>11,614,563</b>
<b>Non-Current Liabilities</b>	
Bonds payable and bond premium, net of current portion	128,983,455
Lease liabilities, net of current portion	765,630
Other post-employment benefit liability	304,584
Net pension liability	76,065,715
<b>Total Non-Current Liabilities</b>	<b>206,119,384</b>
<b>Total Liabilities</b>	<b>217,733,947</b>
<b>Deferred Inflows of Resources</b>	
Deferred inflows of resources - related to Pension	54,339
Deferred inflows of resources - related to OPEB	1,358
<b>Total Deferred Inflows of Resources</b>	<b>55,697</b>
<b>Net Position (Deficit)</b>	
Net investment in capital assets	(3,705,988)
Restricted for debt service	6,563,865
Restricted for national school lunch	862,057
Unrestricted	(10,177,247)
<b>Total Net Deficit</b>	<b>\$ (6,457,313)</b>

*See accompanying notes to financial statements.*

**Somerset Academy of Las Vegas**  
**School-Wide Financial Statements**  
**Statement of Activities**  
**June 30, 2023**

	Expenses	Program Revenues		Net (Expense)
		Operating Grants	Charges for Services	Revenue and Changes in Net Position
				Total
<b>Functions/Programs Governmental Activities</b>				
Instruction (includes \$5,311,977 related to OPEB and net pension liability)	\$ 55,651,165	\$ 15,732,484	\$ —	\$ (39,918,681)
Support services (includes \$1,262,408 related to OPEB and net pension liability)	28,720,727	—	2,518,344	(26,202,383)
Depreciation and amortization	3,525,631	—	—	(3,525,631)
Interest expense	6,022,984	—	—	(6,022,984)
<b>Total Governmental Activities</b>	<b>\$ 93,920,507</b>	<b>\$ 15,732,484</b>	<b>\$ 2,518,344</b>	<b>(75,669,679)</b>
<b>General Revenues</b>				
State unrestricted revenues				68,859,742
Earnings on restricted cash and cash equivalents				1,230,246
Other revenues				209,854
<b>Total General Revenues</b>				<b>70,299,842</b>
<b>Change in Net Deficit</b>				<b>(5,369,837)</b>
<b>Net Deficit- Beginning of Year</b>				<b>(1,087,476)</b>
<b>Net Deficit - End of Year</b>				<b>\$ (6,457,313)</b>

*See accompanying notes to financial statements.*

**Somerset Academy of Las Vegas**  
**Governmental Funds**  
**Balance Sheet**  
**June 30, 2023**

**Assets**

	<b>General</b>	<b>Special Education</b>	<b>Total Governmental Funds</b>
<b>Assets</b>			
Cash	\$ 35,043,251	\$ —	\$ 35,043,251
Restricted cash and cash equivalents	19,888,150	—	19,888,150
Accounts receivable, net	2,032,981	199,240	2,232,221
Other assets	239,856	—	239,856
Due from other funds	—	132,464	132,464
<b>Total Assets</b>	<b>\$ 57,204,238</b>	<b>\$ 331,704</b>	<b>\$ 57,535,942</b>

**Liabilities, Deferred Inflows of Resources and Fund Balances**

<b>Liabilities</b>			
Accounts payable and accrued expenses	\$ 7,308,038	\$ 329,008	\$ 7,637,045
Due to other funds	132,464	—	132,464
<b>Total Liabilities</b>	<b>7,440,502</b>	<b>329,008</b>	<b>7,769,509</b>
<b>Deferred Inflows of Resources</b>			
Unavailable revenue - grants	1,813,404	2,696	1,816,100
<b>Fund Balances</b>			
Nonspendable-prepaid items	104,977	—	104,977
Restricted for capital investments	12,462,228	—	12,462,228
Restricted for debt service	6,563,865	—	6,563,865
Restricted for national school lunch	862,057	—	862,057
Unassigned	27,957,205	—	27,957,205
<b>Total Fund Balances</b>	<b>47,950,332</b>	<b>—</b>	<b>47,950,332</b>
<b>Total Liabilities, Deferred Inflows of Resources and Fund Balances</b>	<b>\$ 57,204,238</b>	<b>\$ 331,704</b>	<b>\$ 57,535,942</b>

*See accompanying notes to financial statements.*

**Somerset Academy of Las Vegas**  
**Reconciliation of Fund Balance of Governmental Funds to**  
**Net Position of Governmental Activities on the Statement of Net Deficit**  
**June 30, 2023**

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Total Fund Balances - Total Governmental Funds	\$ 47,950,332
Amount reported for governmental activities in the statement of net position are different because:	
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds. The net capital assets consist of:	
Capital assets, at cost	130,970,697
Accumulated depreciation	(15,355,215)
The net effect of right to use leased assets and lease liabilities	(45,241)
Certain revenues in the governmental funds are unearned because they are not collected within the prescribed time period after year end. Therefore, they are not reported in the governmental funds.	1,816,100
Certain expenditures in the governmental funds are not due and payable because they are not paid out within the prescribed time period after year end. Therefore, they are not reported in the governmental funds.	(627,563)
Deferred outflows and deferred inflows of resources related to pensions and OPEB are applicable to future periods and therefore are not reported in the governmental funds.	
Deferred outflows of pension plan changes	36,998,028
Deferred inflows of pension plan and OPEB changes	(55,697)
Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds. These consist of:	
Bonds payable and bond premiums	(131,738,455)
Net pension liability	(76,065,715)
Net other post-employment benefit liability	(304,584)
Net Deficit of Governmental Activities	\$ (6,457,313)

*See accompanying notes to financial statements.*

**Somerset Academy of Las Vegas**  
**Governmental Funds**  
**Statement of Revenues, Expenditures, and Changes in Fund Balances**  
**June 30, 2023**

	General	Special Education	Total Governmental Funds
<b>Revenues</b>			
State sources	\$ 70,246,653	\$ 3,096,131	\$ 73,342,784
Federal sources	10,612,801	1,542,920	12,155,721
Other sources	3,958,445	—	3,958,445
<b>Total Revenues</b>	<b>84,817,899</b>	<b>4,639,051</b>	<b>89,456,950</b>
<b>Expenditures</b>			
Instruction:			
Salaries	31,790,168	2,657,263	34,447,431
Supplies	4,215,547	66,311	4,281,858
Benefits	9,111,881	747,956	9,859,837
Purchased services	—	1,256,863	1,256,863
Other	174,331	—	174,331
<b>Total Instruction</b>	<b>45,291,927</b>	<b>4,728,393</b>	<b>50,020,320</b>
Support Services:			
Operations	6,820,676	—	6,820,676
Salaries	7,357,521	—	7,357,521
Purchased services	7,286,175	—	7,286,175
Benefits	2,172,543	—	2,172,543
Student activities	2,194,542	—	2,194,542
Other	1,118,269	—	1,118,269
Supplies	508,594	—	508,594
<b>Total Support Services</b>	<b>27,458,320</b>	<b>—</b>	<b>27,458,320</b>
Capital Outlay	1,520,856	—	1,520,856
Debt Service:			
Principal	3,369,069	—	3,369,069
Interest	6,113,642	—	6,113,642
<b>Total Debt Service</b>	<b>9,482,711</b>	<b>—</b>	<b>9,482,711</b>
<b>Total Expenditures</b>	<b>83,753,814</b>	<b>4,728,393</b>	<b>88,482,207</b>
<b>Excess (Deficiency) of Revenues Over Expenditures</b>	<b>1,064,085</b>	<b>(89,342)</b>	<b>974,743</b>
<b>Other Financing Sources (Uses)</b>			
Leases	833,234	—	833,234
Transfer in	—	89,342	89,342
Transfer out	(89,342)	—	(89,342)
<b>Total Other Financing Sources</b>	<b>743,892</b>	<b>89,342</b>	<b>833,234</b>
<b>Changes in Fund Balances</b>	<b>1,807,976.67</b>	<b>—</b>	<b>1,807,977</b>
<b>Fund Balances - Beginning of Year</b>	<b>46,142,356</b>	<b>—</b>	<b>46,142,356</b>
<b>Fund Balances - End of Year</b>	<b>\$ 47,950,332</b>	<b>\$ —</b>	<b>\$ 47,950,332</b>

*See accompanying notes to financial statements.*

**Somerset Academy of Las Vegas**  
**Reconciliation of Statement of Revenues, Expenditures and Changes in Fund Balances of**  
**Governmental Funds to Statement of Activities**  
**June 30, 2023**

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Net Change in Fund Balances - Total Governmental Funds	\$ 1,807,977
Amount reported for governmental activities in the statement of activities are different because:	
Certain revenues in the governmental funds are unearned because they are not collected within the prescribed time period after year end. Therefore, they are not reported in the governmental funds.	(906,280)
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation and amortization expense:	
Capital outlay	1,520,856
Depreciation and amortization expense	(3,525,631)
Net effect of capital assets activity	<u>(2,004,775)</u>
Issuance of debt provides current financial resources to governmental funds, but issuing debt increases long-term liabilities in the Statement of Net Deficit. Repayment of bonds and capital leases is an expenditure in Governmental Funds, but the repayment reduces long-term liabilities in the Statement of Net Deficit. Also, governmental funds report the effect of premiums when debt is issued, whereas the amounts are amortized in the Statement of Activities.	
Issuance of right to use lease liabilities	(833,234)
Amortization of bond premiums	90,658
Principal payments on bonds and leases	3,369,069
Net effect of debt activity	<u>2,626,493</u>
Some expenses reported in the Statement of Activities do not require the use of current financial resources and therefore are not reported as expenditures in Government Funds.	
Change in compensated absences	(318,868)
Change in other post employment benefit liability	(80,255)
Change in net pension liability	<u>(6,494,129)</u>
Change in Net Deficit of Governmental Activities	<u>\$ (5,369,838)</u>

*See accompanying notes to financial statements.*

**Somerset Academy of Las Vegas**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Budget to Actual**  
**For the Year Ended June 30, 2023**

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	Original Budget	Final Budget	Actual	Variance Over (Under)
<b>Revenue</b>				
State	\$ 69,859,170	\$ 69,859,170	\$ 70,246,653	\$ 387,483
Federal	3,453,615	3,453,615	10,612,801	7,159,186
Other	191,380	192,100	3,958,445	3,766,345
<b>Total Revenues</b>	<b>73,504,165</b>	<b>73,504,885</b>	<b>84,817,899</b>	<b>11,313,014</b>
<b>Expenditures</b>				
Instruction	35,977,446	36,082,376	45,291,927	9,209,551
Support services	23,558,299	23,572,182	27,458,320	3,886,138
Capital outlay	899,777	899,777	1,520,856	621,079
Debt service	8,611,100	8,611,100	9,482,711	871,611
<b>Total Expenditures</b>	<b>69,046,622</b>	<b>69,165,435</b>	<b>83,753,814</b>	<b>14,588,379</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>4,457,543</b>	<b>4,339,450</b>	<b>1,064,085</b>	<b>(3,275,365)</b>
<b>Other Financing Sources (Uses)</b>				
Leases	—	—	833,234	833,234
Net transfers in and out	(3,367,740)	(3,473,202)	(89,342)	3,383,860
<b>Change in Fund Balance</b>	<b>\$ 1,089,803</b>	<b>\$ 866,248</b>	<b>\$ 1,807,977</b>	<b>\$ 941,729</b>

*See accompanying notes to financial statements.*

**Somerset Academy of Las Vegas**  
**Special Education Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Budget to Actual**  
**For the Year Ended June 30, 2023**

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	<b>Original Budget</b>	<b>Final Budget</b>	<b>Actual</b>	<b>Variance Over (Under)</b>
<b>Revenue</b>				
State	\$ 3,193,045	\$ 3,193,045	\$ 3,096,131	\$ (96,914)
Federal	—	—	1,542,920	1,542,920
<b>Total Revenues</b>	3,193,045	3,193,045	4,639,051	1,446,006
<b>Expenditures</b>				
Instruction	6,560,785	6,666,247	4,728,393	(1,937,854)
<b>Total Expenditures</b>	6,560,785	6,666,247	4,728,393	(1,937,854)
<b>Excess (Deficiency) of Revenues over Expenditures</b>	(3,367,740)	(3,473,202)	(89,342)	3,383,860
<b>Other Financing Sources (Uses)</b>				
Net transfers in and out	3,367,740	3,473,202	89,342	(3,383,860)
<b>Change in Fund Balance</b>	\$ —	\$ —	\$ —	\$ —

*See accompanying notes to financial statements.*



**Somerset Academy of Las Vegas**  
**Notes to Basic Financial Statements**

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**1. Description of Business and Summary of Significant Accounting Policies**

***Description of Activity***

Somerset Academy of Las Vegas (the “School”) is a charter school established in 2011 under Nevada Revised Statute 386.527 (subsequently replaced by NRS 338A.270). The School’s major operation is to offer an educational environment where cultivating effective leaders, good character, and a desire to render service. Learning is maximized through individual instruction, interdisciplinary projects and access to a full spectrum of technological resources for kindergarten through twelfth grade in Southern Nevada. For the fiscal year ended June 30, 2023, the School operated seven campuses.

The financial statements of the School have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP), as applied to governmental units. GASB is the accepted standard-setting body for established governmental accounting and financial reporting principles.

***Reporting Entity***

The School defines its reporting entity to include all component units for which the School is financially accountable. The School is financially accountable for an organization if the School appoints a voting majority of the organization’s governing board and is able to impose its will on the potential component unit, or the relationship has the potential for creating specific financial benefits to, or impose specific financial burdens on, the School. Management has determined there are no material component units of the School and the School is not included in any other governmental reporting entity, as defined under current accounting standards.

***Use of Estimates***

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, deferred outflows of resources, liabilities, and deferred inflows of resources and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses/expenditures during the reporting period. It is reasonably possible actual results could differ materially from those estimates and that a change in estimate may occur in the near term.

### ***Basis of Presentation***

The School-wide financial statements report information on all of the nonfiduciary activities of the School. The effect of interfund activity has been removed from these statements. All the School's school-wide activities are considered governmental activities.

The Statement of Activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function. Program revenue includes (a) charges to recipients who purchase, use, or directly benefit from goods, services, or privileges provided by a given function and (b) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function. Revenues not classified as program revenues are reported as general revenues.

The financial activities of the School are organized on the basis of funds. The operation of each fund is accounted for with a separate set of self-balancing accounts that comprise its assets, deferred outflow of resources, liabilities, deferred inflow of resources, fund balance, revenues, and expenditures. Government resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

The following is a description of the Governmental Funds of the School:

- General Fund – used as the general operating fund of the School. It accounts for all financial resources except those required to be accounted for in another fund. The General Fund is considered a major fund for the School.
- Special Revenue Funds – used to account for the proceeds of specific revenue sources that are restricted to expenditures for specified purposes. The School operates one special revenue fund, the Special Education Fund, and it is considered a major fund. The main sources of revenue are from State and Federal grants for special education instruction.

### ***Budgets and Budgetary Accounting***

Budgets presented in the financial statements were prepared on the same basis as the accounting used to reflect actual results. The funds of the School are subject to state budgetary accounting controls and all budgets are adopted annually, prior to the beginning of the fiscal year. Periodic budget revisions to funds occur during the fiscal year as needed.

The budgetary data reflected in the financial statements is established by the School using the procedures outlined below:

Prior to March, various management personnel review the operating budget for the fiscal year commencing the following July 1 and submit them to the Board of Directors. This information is used to develop an initial budget and authorizing resolution for the General and Special Education Funds. This includes the proposed expenditures and the means of financing them.

In April, the initial budget resolution is subjected to a public hearing before the Board and is adopted after this hearing and before April 15, as required by state law. The budget is amended and approved when needed with a Final Revised version due to the School's Authorizing Body in June prior to the commencement of the fiscal year beginning July 1.

Various administrators are authorized to transfer budgeted amounts within functions of any fund; however, any revisions that alter the total expenditures of any fund, which is the legal level of budgetary control, must be approved by the Board of Directors. The final budget reflects all revisions approved by the Board of Directors during the year. Unexpended appropriations lapse at year-end. The budget is integrated with the accounting system of the School and is used as a management control device during the year. If anticipated resources actually available during a budget period exceed those estimated, the School may amend the budget by an augmentation of the appropriations of a fund, if approved by a majority vote of the Board of Directors by resolution at a regularly scheduled meeting. The augmentation becomes effective upon delivery to the Department of Education of the State of Nevada and must be submitted prior to the close of the fiscal year.

The budget to actual statements presented represent the original and final budget for the full fiscal year ended June 30, 2023. Expenditures exceeded the budget in the General Fund by \$14,588,379.

### ***Measurement Focus and Basis of Accounting***

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenue is recognized as soon as it is both measurable and available. Revenue is considered to be available if it is collected within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the School considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Revenue not meeting this definition is classified as a deferred inflow of resources. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as compensated absences are only recorded when due.

Notes To Basic Financial Statements (*Continued*)

School-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

***Cash***

Cash principally consists of demand deposits with financial institutions.

***Restricted Cash and Cash Equivalents***

The School has restricted cash and cash equivalents related to amounts held by the Trustee which may be used to pay project costs and service the Revenue Bonds Series 2015AB, 2018AB, 2019AB and 2021AB. In addition, amounts are restricted for the National School Lunch Program.

***Receivables***

At times, the School has amounts receivable from various sources. As of June 30, 2023, the School had accounts receivable of \$2,232,221.

The School makes judgements about its ability to collect outstanding accounts receivable. If necessary, the School establishes an allowance if collection becomes doubtful, based primarily on the aging of the specific receivable. The School has recorded an allowance of \$0 against outstanding accounts receivable as of June 30, 2023.

***Capital Assets***

Capital assets are stated at cost less accumulated depreciation and amortization. Donated capital assets are stated at their acquisition value as of the donation date. Depreciation and amortization is provided principally on the straight-line method over the estimated useful lives of the assets, which are generally 20 to 40 years for buildings and improvements and 3 to 15 years for furniture, equipment and other. It is the policy of the School to capitalize all capital assets costing more than \$5,000 with an estimated useful life of three or more years. This policy is also in line with the Nevada Department of Education mandated threshold for capitalization. Improvements are capitalized and depreciated over the remaining useful lives of related capital assets. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset's life are not capitalized. Expenditures for property betterments and renewals are capitalized. Upon sale or other disposition of depreciable assets, cost and accumulated depreciation and amortization are removed from the accounts and any gain or loss is recorded upon disposal.

Management reviews the recoverability of its capital assets in accordance with the provisions of GASB Statement No. 42, *Accounting and Financial Reporting for Impairment of Capital Assets and Insurance Recoveries*. GASB Statement No. 42 requires recognition of impairment of long-lived assets in the event the asset's service utility has declined significantly and unexpectedly. Accordingly, management evaluates assets' utility annually or when an event occurs that may impair recoverability of the asset. No impairments were identified as of June 30, 2023.

### **Leasing Arrangements**

For arrangements where the School is a lessee, a lease liability and a right to use (RTU) intangible asset are recognized at the commencement of the lease term. RTU assets represent the School's right to use an underlying asset for the lease term and lease liabilities represent the School's obligation to make lease payments arising from the lease. RTU assets and lease liabilities are recognized at the lease commencement date based on the estimated present value of lease payments over the lease term.

The School uses the rate implicit in the lease to calculate the present value of lease payments when available or the incremental borrowing rate available to the School if the rate is not implicit in the lease. The School includes lease extension and termination options in the lease term if, after considering relevant economic factors, it is reasonably certain the School will exercise the option. The School has not recognized RTU assets and lease liabilities for leases with terms for 12 months or less.

### **Pension Plan**

For purpose of measuring the net pension liability, deferred outflows of resources, deferred inflows of resources and pension expense, information about the fiduciary net position of the Public Employees Retirement System of Nevada (PERS) and additions to/ deductions from PERS's fiduciary net position have been determined on the same basis as they are reported by PERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. On an annual basis, the PERS unfunded liability is reevaluated and the changes are reflected in the School's annual financial statements.

### **Other Post-Employment Benefits**

The School offers the health plan to retirees and implemented provisions of GASB 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. The School's total OPEB liability was measured as of June 30, 2023 and was determined by actuarial valuations.

### ***Deferred Outflows/Inflows of Resources***

*Deferred Outflows* - In addition to assets, the Statement of Net Deficit will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense) until then. The School reflects deferred outflows of resources in the Statement of Net Deficit for items related to pensions under the accrual basis of accounting.

*Deferred Inflows* - In addition to liabilities, the Statement of Net Deficit/Government Funds Balance Sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The School reflects deferred inflows of resources which are unavailable revenue in the Governmental Fund Balance Sheet for revenues not received within 60 days of year end that carries under the modified accrual basis of accounting. In addition, the School recognizes deferred inflows of resources related to pensions and other post-employment benefits in the Statement of Net Deficit under the accrual basis of accounting.

### **Interfund Transactions**

Transactions which constitute reimbursements to a fund for expenditures initially made from it which are properly applicable to another fund are recorded as expenditures in the reimbursing fund and as reductions of expenditures in the reimbursed fund.

Transactions which constitute the transfer of resources from a fund receiving revenues to a fund through which the revenues are to be expended, are separately reported in the respective funds' operating statements. Activity between funds that are representative of lending/borrowing arrangements at the end of the fiscal year are referred to as "due to/from other funds".

### ***Revenue Sources***

***State funding*** – The School receives funding from the State of Nevada as administered by the Nevada Department of Education based on the number of students enrolled in its schools. The State provides unrestricted funding for normal school operations. The School receives additional weighted categorical funding based on the prior year number of students qualifying as English Language Learners and At-Risk.

**Federal grants** – The School has received federal grants, which are paid through the Nevada Department of Education and the Nevada Department of Agriculture. Funds are generally received on a reimbursement basis and, accordingly, revenues related to these federal grants are recognized when qualifying expenditures have been incurred and when all other grant requirements have been met.

All unrestricted contributions received are recognized as revenue when earned. Contributions received with eligibility requirements are recognized when all eligibility requirements have been met. Contributions that have purpose restrictions are restricted and held for that purpose.

Revenues from auxiliary services are recognized as services are provided. Other revenues are recognized as earned.

### ***Income Taxes***

The School is exempt from taxation as a governmental entity pursuant to Internal Revenue Code Section 115. The School qualifies for public charity status by meeting the requirements of Internal Revenue Code Sections 509(1) and 170(b)(1)(A)(ii).

### ***Accrued Salaries and Benefits***

Salaries and benefits of teachers are paid over a twelve-month period but are earned during a school year of approximately nine months. The salaries and benefits earned, but unpaid as of year end, are reported as a liability.

### ***Long-term Obligations***

In the School-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the governmental activity Statement of Net Deficit. Bonds payable are reported net of applicable premium or discount. Premiums and discounts on bonds issued are amortized over the life of the related bonds on a straight-line basis, which approximates the effective interest rate method. Bond issuance costs are expensed in the year incurred.

In the governmental fund financial statements, governmental fund types recognize the face amount of debt as other financing sources. Premiums and discounts are reported as other financing sources (uses) while issuance costs are reported as expenditures.

Lease liabilities represent the School's obligation to make lease payments arising from the lease. Lease liabilities are recognized at the lease commencement date based on the present value of future payments expected to be made during the lease term. The present value of lease payments are discounted based on a borrowing rate determined by the School.

### ***Compensated Absences***

The School allows licensed instructional staff (“Teachers”) eleven days of paid time off (“PTO”) per year. Teachers who return the following school year will be able to rollover all unused PTO up to a total of 30 days. In addition, Teachers who use five days or less of PTO during the previous year may cash out up to eleven days at 80% of the teacher’s daily rate of pay. No more than eleven days may be cashed out per year. An accrual is recorded in the School-wide financial statements. However, in the governmental fund financial statements, a liability is only recorded in the amount that has matured and is due at the end of the fiscal year.

### ***Net Position (Deficit), Fund Balance and Flow Assumptions***

The difference between assets, deferred outflows of resources, liabilities and deferred inflows of resources is “net position” on the school-wide, and “fund balance” on governmental fund statements. Net position/Fund balance is classified in the following three categories:

*Net Investment in Capital Assets* — Consists of capital assets, net of accumulated depreciation and amortization and reduced by outstanding balances for bonds, leased liabilities and other debt that are attributed to the acquisition, construction, improvements or right to use the assets.

*Restricted Net Position* — Restricted net position results when constraints placed on an asset’s use are either externally imposed by creditors, grantors, and contributors, or imposed by law through constitutional provisions or enabling legislation.

*Unrestricted Net Position (Deficit)* — Unrestricted net position (deficit) consists of net position/fund balance that does not meet the definition of the two preceding categories.

In the fund financial statements, governmental funds report fund balance in five different classifications:

*Nonspendable* - Assets legally or contractually required to be maintained or are not in spendable form. Such constraint is binding until the legal requirement is repealed or the amounts become spendable.

*Restricted* - Assets with externally imposed constraints, such as those mandated by creditors, grantors, and contributors, or laws and regulations. Such constraint is binding unless modified or rescinded by the applicable external body, laws or regulations.



Notes To Basic Financial Statements (*Continued*)

*Committed* - Assets with a purpose formally imposed by ordinance of the Board, binding unless modified or rescinded by the Board through a similar action.

*Assigned* - Assets constrained by the expressed written intent of the Board or designee for special purposes. Encumbrances shall be considered as assigned unless they specifically meet the requirements to be restricted or committed.

*Unassigned* - All amounts not included in the other fund balance classifications. The general fund shall be the only fund to report positive unassigned fund balance. All other governmental funds may report negative unassigned fund balance.

When an expense/expenditure is incurred for purposes for which both restricted and unrestricted net position, and fund balance are available, the School's policy is to first apply restricted resources. When an expenditure is incurred for purposes which amounts in any of the unrestricted fund balance classifications could be used, it is the School's policy to spend funds in this order: committed, assigned, and unassigned.

## **2. Cash and Restricted Cash and Cash Equivalents**

### ***Cash Deposits and Money Market Mutual Funds***

At June 30, 2023, the School's carrying amount of deposits was \$8,901,245. The Federal Deposit Insurance Corporation (FDIC) general deposit insurance rules provide \$250,000 of insurance per entity per qualifying financial institution. The School's cash balances may, at times, exceed FDIC limits. The Schools has never experienced any losses related to these balances. At June 30, 2023, the School's uncollateralized bank balances exceeded this limit by \$1,763,192.

The School also participates in the State of Nevada's Collateralization of Public Funds Program (Program). Under the Program, the depository is required to maintain as collateral, acceptable securities having a fair market value that is at least 102 percent of the amount of the uninsured balances of the public money held by the depository. As of June 30, 2023, the School had bank deposits of \$6,888,052 insured and collateralized under the Program.

At June 30, 2023, the School had \$46,366,791 in money market mutual funds. These funds have remaining maturities at the time of purchase of three months or less. Therefore, the money market mutual funds are considered cash equivalents and recorded at amortized cost.

### ***Investment policy***

The School has not adopted a formal investment policy that limits its investment choices or limits its exposure to certain risks as set forth below.

***Credit risk***

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligation and is a function of the credit quality ratings of investments. As of June 30, 2023, the School's money market mutual funds were rated AAAM by Standard & Poor's.

***Interest rate risk***

Interest rate risk is the risk of the possible reduction in the value of a security, especially a bond, resulting from a rise in interest rates. As noted above, the School does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

***Restricted cash and cash equivalents***

As more fully described in Note 4, the School obtained financing from the State of Nevada Department of Business and Industry and the Arizona Industrial Development Authority (Authorities). Part of the proceeds were used to fund the debt service accounts and cost of issuance. Pursuant to the terms of the loan agreements with the Authorities, certain amounts are held by the Trustee for project costs and debt service to provide a measure of security to bondholders. The Trustee holds various accounts as set forth in the indenture of trust and loan agreements. Amounts held by the Trustee are not available to the School for spending until certain criteria are met. The balance restricted and held by the Trustee at June 30, 2023 was \$19,026,092.

In addition, certain amounts are restricted for use in the National School Lunch Program. These monies are restricted to use by the underlying terms and conditions of the grant agreement for use in the program. The balance restricted for the National School Lunch Program at June 30, 2023 was \$862,057.

**3. Capital Assets**

Capital assets consist of the following as of June 30, 2023:

	<u>July 1, 2022</u>	<u>Additions</u>	<u>Disposals</u>	<u>Transfers</u>	<u>June 30, 2023</u>
<b>Governmental Activities</b>					
Capital assets, not amortized:					
Construction in process	\$ 183,732	\$ 494,560	\$ —	\$ (579,451)	\$ 98,841
Land and improvements	24,561,211	—	—	—	24,561,211
Total right to use assets not amortized	24,744,943	494,560	—	(579,451)	24,660,052
Right to use leased assets, being amortized:					
Furniture, equipment and other	2,254,269	833,234	—	—	3,087,503
Total right to use assets being amortized	2,254,269	833,234	—	—	3,087,503
Less accumulated amortization for:					
Furniture, equipment and other	959,464	812,697	—	—	1,772,161
Total accumulated amortization	959,464	812,697	—	—	1,772,161
Total right to use assets being amortized, net	1,294,805	20,537	—	—	1,315,342
Capital assets being depreciated:					
Buildings and improvements	104,277,762	161,180	—	579,451	105,018,393
Furniture, equipment and other	1,949,822	31,882	(689,452)	—	1,292,252
Total capital assets being depreciated	106,227,584	193,062	(689,452)	579,451	106,310,645
Less accumulated depreciation:					
Buildings and improvements	11,395,175	2,696,253	—	—	14,091,428
Furniture, equipment and other	1,936,558	16,681	(689,452)	—	1,263,787
Total accumulated depreciation	13,331,733	2,712,934	(689,452)	—	15,355,215
Total capital assets being depreciated, net	92,895,851	(2,519,872)	—	579,451	90,955,430
<b>Net Capital Assets</b>	<b>\$ 118,935,599</b>	<b>\$ (2,004,775)</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 116,930,824</b>

Depreciation and amortization for the year ended June 30, 2023 was \$3,525,631. The School determined it was impractical to allocate depreciation to the various functions as the assets serve multiple functions.

**4. Long-Term Obligations**

Long-term obligations consist of the following as of June 30, 2023:

	Balance July 1, 2022	Additions	Payments/ Retirements	Balance June 30, 2023	Due Within One Year
Revenue Bonds, Series 2015AB	\$ 38,590,000	\$ —	\$ 895,000	\$ 37,695,000	\$ 930,000
Revenue Bonds, Series 2018AB	46,660,000	—	865,000	45,795,000	905,000
Revenue Bonds, Series 2019AB	12,895,000	—	235,000	12,660,000	245,000
Revenue Bonds, Series 2021AB	33,475,000	—	370,000	33,105,000	675,000
Bond premium	2,574,112	—	90,658	2,483,454	—
	134,194,112	—	2,455,658	131,738,454	2,755,000
Lease Liabilities	1,531,421	833,234	1,004,069	1,360,586	594,955
Compensated absences	308,695	318,868	—	627,563	627,563
Other post-employment benefit	225,687	78,897	—	304,584	—
Net pension liability	36,320,063	39,745,652	—	76,065,715	—
	\$ 172,579,978	\$ 40,976,651	\$ 3,459,727	\$ 210,096,902	\$ 3,977,518

**Bonds**

In April 2015, the School obtained financing of \$43,080,000 through the issuance of Director of the State of Nevada Department of Business and Industry Charter School Lease Revenue Bonds Series 2015A and 2015B bonds (the “Bonds”). These Bonds were sold at a premium of \$148,416 and have interest rates of 4.0% to 5.125%, which are collateralized with pledged gross revenues. The proceeds of the Bonds were used to: (i) purchase the land and building of the Sky Pointe campus, along with financing the last phase of construction; (ii) purchase the land and building of the North Las Vegas I campus; and (iii) pay the cost of issuing the 2015A and 2015B bonds. As of June 30, 2023, the School was compliant with all covenants of the Bonds. Bond series 2015AB fully matures on December 15, 2045.

In April 2018, the School obtained financing of \$49,035,000 through the issuance of Director of the State of Nevada Department of Business and Industry Charter School Lease Revenue Bonds Series 2018A and 2018B bonds (the “Bonds”). These Bonds were sold at a premium of \$205,933 and have interest rates of 4.5% to 5.0%, which are collateralized with pledged gross revenues. The proceeds of the Bonds were used to: (i) purchase the land and building of the Losee campus; (ii) purchase the land and building of the Stephanie campus; and (iii) pay the cost of issuing the 2018A and 2018B bonds. As of June 30, 2023, the School was compliant with all covenants of the Bonds. Bond series 2018AB fully matures on December 15, 2048.

In April 2019, the School obtained financing of \$13,335,000 through the issuance of Arizona Industrial Development Authority Education Revenue Bonds Series 2019A and 2019B bonds (the “Bonds”). These Bonds were sold at a premium of \$529,230 and have interest rates of 3.75% to 5.0%, which are collateralized with pledged gross revenues. The proceeds of the Bonds were used to: (i) purchase the land and building of the Lone Mountain campus; and (ii) pay \$562,850, the cost of issuing the 2019A and 2019B bonds. As of June 30, 2023, the School was compliant with all covenants of the Bonds. Bond series 2019AB fully matures on December 15, 2049.

In May 2021, the School obtained financing of \$33,475,000 through the issuance of Arizona Industrial Development Authority Education Revenue Bonds Series 2021A and 2021B bonds (the “Bonds”). These Bonds were sold at a premium of \$1,876,950 and have interest rates of 3.0% to 4.0%, which are collateralized with pledged gross revenues. The proceeds of the Bonds were used to: (i) purchase the land and building of the Aliante campus; (ii) purchase the land and building of the Skye Canyon campus; and (iii) pay \$887,451, the cost of issuing the 2021A and 2021B bonds. As of June 30, 2023, the School was compliant with all covenants of the Bonds. Bond series 2021AB fully matures on December 15, 2051.

As of June 30, 2023, minimum future payments under the bonds are as follows:

<b>Year</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2024	\$ 2,755,000	\$ 5,946,894	\$ 8,701,894
2025	2,870,000	5,837,231	8,707,231
2026	2,975,000	5,723,181	8,698,181
2027	3,095,000	5,599,444	8,694,444
2028	3,230,000	5,465,119	8,695,119
2029 - 2033	18,400,000	25,037,837	43,437,837
2034 - 2038	23,180,000	20,177,669	43,357,669
2039 - 2043	29,430,000	13,858,337	43,288,337
2044 - 2048	31,630,000	6,093,831	37,723,831
2049 - 2052	11,690,000	732,725	12,422,725
	<b>\$ 129,255,000</b>	<b>\$ 94,472,268</b>	<b>\$ 223,727,268</b>

### ***Leases***

The School also entered into several financing lease agreements for the use of school campuses, furniture, equipment, textbooks, and curriculum.

Key estimates and judgments related to leases include how the School determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments. The School uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the School generally uses other observable rates, such as the School's borrowing rate or other similar contracts. The lease term included is the noncancellable period of the lease, including options to extend, if reasonably certain of being exercised. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option prices that the School is reasonably certain to exercise. The School monitors changes in circumstances that would require a remeasurement of its lease and will remeasure any lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

The School leases curriculum, technology, equipment and furniture & fixtures under several lease agreements with monthly payments totaling \$60,825 and various maturity dates through October 2026.

During the fiscal year, the School recorded \$75,813 in interest expense for the right to use leased assets. During 2023, the School paid \$1,079,883 in lease payments.

The following represents future minimum lease payments required under the lease agreements as of June 30:

Year	Principal	Interest	Total
2024	\$ 594,955	\$ 47,795	\$ 642,750
2025	465,875	24,448	490,323
2026	253,659	8,839	262,498
2027	46,095	335	46,431
	\$ 1,360,585	\$ 81,417	\$ 1,442,002

## 5. Interfund Balances

The following is a schedule of transfers as included in the basic financial statements of the School.

	Transfers In	Transfers Out
General Fund	\$ —	\$ 89,342
Special Education	89,342	—
	\$ 89,342	\$ 89,342

Transfers are used to (1) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them; or (2) use unrestricted revenues collected in the General Fund to finance various programs accounted for in the other funds in accordance with budgetary authorizations.

Amounts due to the Special Education Fund from the General Fund of \$132,464 as of June 30, 2023 are the result of a time lag created when the General Fund collects grant funds and transfers those funds to the Special Education Fund.

## 6. Unrestricted Net Position (Deficit)

The unrestricted net position on the statement of net deficit consists of two parts, normal school operations and OPEB and pension related. The normal school operations resulted in an excess of expenses over revenue of \$876,931, while the pension related expenses totaled \$6,574,385. The unrestricted net position (deficit) reconciles as follows:

	Normal School Operations	OPEB and Pension Related	Total
Beginning balance	\$ 36,530,697	\$ (32,853,583)	\$ 3,677,114
Change in unrestricted net deficit	(7,279,976)	(6,574,385)	(13,854,361)
Ending balance	\$ 29,250,721	\$ (39,427,968)	\$ (10,177,247)

## 7. Pension Plan

Employers participating in the Public Employees' Retirement System of Nevada (PERS) and/or (the System) cost sharing multiple-employer defined benefit plans are required to report pension information in their financial statements for fiscal periods beginning on or after June 15, 2014, in accordance with Governmental Accounting Standards Board (GASB) Statement No. 68, *Accounting and Financial Reporting for Pensions*. The PERS Schedule of Employer Allocations and Schedule of Pension Amounts by Employer provide employers with the required information for financial reporting.

The underlying financial information used to prepare the pension allocation schedules is based on PERS' financial statements. PERS' financial statements are prepared in accordance with GAAP that apply to governmental accounting for fiduciary funds.

Contributions for employer pay dates that fall within PERS' fiscal year ended June 30, 2022, are used as the basis for determining each employer's proportionate share of the collective pension amounts reported in the Schedule of Employer Allocations.

The total pension liability is calculated by the PERS' actuary. The plan's fiduciary net position is reported in PERS' financial statements and the net pension liability is disclosed in PERS' notes to the financial statements.

The PERS of Nevada's financial statements required the use of estimates and assumptions. The actual results may differ from these amounts.

### ***Plan Description***

PERS administers a cost-sharing, multi-employer defined benefit public employees' retirement system which includes both Regular and Police/Fire members. The System was established by the Nevada Legislature in 1947, effective July 1, 1948. The System is administered to provide a reasonable base income to qualified employees who have been employed by a public employer and whose earnings capacities have been removed or substantially impaired by age or disability.

PERS publishes its own stand-alone comprehensive annual financial report which is available on the PERS website [www.nvpers.org](http://www.nvpers.org). Detailed information regarding the PERS fiduciary net position is available in that report.

### ***Benefits Provided***

Benefits, as required by the Nevada Revised Statutes (NRS or statute), are determined by the number of years of accredited service at the time of retirement and the member's highest average compensation in any thirty-six consecutive months with special provisions for members entering the System on or after January 1, 2010 and July 1, 2015. Benefit payments to which participants or their beneficiaries may be entitled under the plan include pension benefits, disability benefits, and survivor benefits.

Monthly benefit allowances for members are computed as 2.5% of average compensation for each accredited year of service prior to July 1, 2001. For service earned on and after July 1, 2001, this multiplier is 2.67% of average compensation. For members entering the System on or after January 1, 2010, there is a 2.5% multiplier. Regular members entering the system on or after July 1, 2015, have a 2.25% multiplier. The System offers several alternatives to the unmodified service retirement allowance which, in general, allow the retired employee to accept a reduced service retirement allowance payable monthly during his or her lifetime and various optional monthly payments to a named beneficiary after his or her death.

Post-retirement increases are provided by authority of NRS 286.575 - 286.579.

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### ***Vesting***

Members are eligible for retirement at age 65 with 5 years of service, at age 60 with 10 years of service or at any age with 30 years of service for members enrolled prior to January 1, 2010. Members enrolled on or after January 1, 2010, are eligible for retirement at age 65 with 5 years of service, at age 62 with 10 years of service, and at any age with 30 years of service. Members who entered the System on or after July 1, 2015, are eligible for retirement at age 65 with 5 years of service, at age 62 with 10 years of service, at age 55 with 30 years of service or any age with 33 1/3 years of service.

The normal ceiling limitation on monthly benefits allowance is 75% of average compensation. However, a member who has an effective date of membership before July 1, 1985, is entitled to a benefit of up to 90% of average compensation. Regular members become fully vested as to benefits upon completion of five years of service.

### ***Contributions***

The authority for establishing and amending the obligation to make contributions and member contribution rates, is set by statute. New hires, in agencies which did not elect the Employer-Pay Contribution (EPC) plan prior to July 1, 1983, have the option of selecting one of two contribution plans. One plan provides for matching employee and employer contributions, while the other plan provides for employer-pay contributions only. Under the matching Employee/Employer Contribution plan a member may, upon termination of service for which contribution is required, withdraw employee contributions which have been credited to their account. All membership rights and active service credit in the System are canceled upon withdrawal of contributions from the member's account. If EPC was elected, the member cannot convert to the Employee/Employer Contribution plan and cannot withdraw these contributions.

The System's basic funding policy provides for periodic contributions at a level pattern of cost as a percentage of salary throughout an employee's working lifetime in order to accumulate sufficient assets to pay benefits when due.

The System receives an actuarial valuation on an annual basis indicating the contribution rates required to fund the System on an actuarial reserve basis. Contributions made are in accordance with the required rates established by the Nevada Legislature. These statutory rates are increased/decreased pursuant to NRS 286.421 and 286.450.

The actuarial funding method used is the Entry Age Normal Cost Method. It is intended to meet the funding objective and results in a relatively level long-term contribution requirement as a percentage of salary.

The rate for the employer-pay contribution plan was 29.75% for each of the years ended June 30, 2023, 2022, and 2021. The rate for the employee/employer contribution plan was 15.50% for each of the years ended June 30, 2023, 2022, and 2021. For the year ended June 30, 2023, total covered payroll was \$32,836,986. Employer contributions to the pension plan were \$7,719,878 for the year ended June 30, 2023, of which \$2,610,701 represents the employee portion paid by the Employer and the ERC Plan.

***Pension Liabilities, Pension Expense, Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions***

At June 30, 2023, the School reported a liability of \$76,065,715 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2022, and the total pension liability was determined by an actuarial valuation as of that date. The School's proportion of the net pension liability was based on a projection of the School's long-term share of contributions to the pension plan relative to the projected contributions of all participating schools, actuarially determined. June 30, 2022, the School's proportion was 0.42130 percent which was an increase of .02302 percent from its proportion measured as of June 30, 2021.

For the year ended June 30, 2023, the School recognized pension expense of \$6,494,130. At June 30, 2023, the School reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<b>Deferred Outflows of Resources</b>	<b>Deferred Inflows of Resources</b>
Changes in proportion and differences between employers' contributions and proportionate share of contributions	\$ 8,729,676	\$ —
Differences between expected and actual experience	9,849,254	54,339
Change in actuarial assumptions	9,771,171	—
Net difference between projected and actual earnings on pension plan investments	928,049	—
Contributions subsequent to the measurement date	7,719,878	—
	<b>\$ 36,998,028</b>	<b>\$ 54,339</b>

Average expected remaining service lives: 5.70 years.

The \$7,719,878 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction to the net pension liability in the year ended June 30, 2024.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

<u>Year</u>	<u>Amount</u>
2024	\$ 24,061,115
2025	2,750,210
2026	1,443,374
2027	610,930
2028	358,182
	<u>\$ 29,223,811</u>

### ***Investment Policy***

The System's policies which determine the investment portfolio target asset allocation are established by the Board. The asset allocation is reviewed annually and is designed to meet the future risk and return needs of the System. The following was the Board adopted policy target asset allocation as of June 30, 2022:

<u>Assets Class</u>	<u>Target Allocation</u>	<u>Long-Term Geometric Expected Real Rate of Return*</u>
U.S. Stocks	42%	5.50%
International stocks	18%	5.50%
U.S. Bonds	28%	0.75%
Private markets	12%	6.65%
Total	100.00%	

\*As of June 30, 2022, PERS long-term inflation assumption was 2.5%

***Pension Liability Discount Rate Sensitivity***

The following presents the School's net pension liability of the PERS, calculated using the discount rate of 7.25%, as well as what the School's PERS net pension liability would be if it were calculated using a discount rate that is one percentage point lower (6.25%) or one percentage point higher (8.25%) than the current discount rate:

	<b>1% Decrease in Discount Rate (6.25%)</b>	<b>Discount Rate (7.25%)</b>	<b>1% Increase in Discount Rate (8.25%)</b>
School's proportionate share of the net pension liability	\$ 116,785,074	\$ 76,065,715	\$ 42,465,324

***Pension Plan Fiduciary Net Position***

Detailed information about the pension plan's fiduciary net position is available in the PERS Comprehensive Annual Financial Report, available on the PERS website [www.nvpers.org](http://www.nvpers.org).

***Actuarial Assumptions***

The total pension liability in the June 30, 2022 actuarial valuation was determined using the following actuarial assumptions:

Inflation rate	2.50%
Payroll growth	3.50%
Investment rate of return	7.25%
Productivity pay increase	0.50%
Projected salary increase	Regular 4.20% to 9.10%, depending on service rates including inflation and productivity increases
Consumer price index	2.50%
Other assumptions	Same as those used in the June 30, 2022 funding of actuarial valuation

Actuarial assumptions used in the June 30, 2022, valuation were based on the results of the experience study for the period July 1, 2016, through June 30, 2020.

### ***Discount Rate***

The discount rate used to measure the total pension liability was 7.25% as of June 30, 2022. The projection of cash flows used to determine the discount rate assumed plan contributions will be made in amounts consistent with statutory provisions and recognizing the plan's current funding policy and cost-sharing mechanism between employers and members. For this purpose, all contributions that are intended to fund benefits for all plan members and their beneficiaries are included, except the projected contributions that are intended to fund the service costs for future plan members and their beneficiaries are not included.

Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments for current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability as of June 30, 2022.

## **8. Other Post-Employment Benefits**

### ***Plan Description***

Somerset Academy of Las Vegas participates in the Academica Health Plan (the Program), a multiple-employer defined benefit health care plan and an agency plan. The School permits qualifying retirees to continue their health coverage until age 65. The School does not pay any portion of the retiree's premiums. The premiums for all coverage are entirely at the retiree's expense.

Premiums are developed using blended active and retiree claims experience so premiums charged retirees may not be sufficient to cover expected premiums charged resulting in an implicit subsidy liability. The Program provides medical benefits including prescription drugs and dental coverage for retirees and their dependents.

Employees must meet the following requirements to be eligible for retirement coverage: 1) The employee must have qualified for and started his or her retirement benefits from Nevada PERS, 2) was eligible for benefits while employed by the School; and 3) completed at least 10 years of service in one or more Academica schools and at least 5 consecutive years with Somerset Academy of Las Vegas. Retirees in the Program contribute monthly premiums.

The retirees' monthly premiums are based on the coverage tier deductible they select (retiree, retiree and spouse, retiree and children or family coverage) as follows:

Coverage Level	\$2,500 HDHP	\$2,500 PPO	\$500 PPO
Employee Only	552	640	727
Employee & Spouse	1,104	1,281	1,453
Employee & Child(ren)	1,049	1,217	1,381
Family	1,766	2,049	2,325

A stand-alone financial report is not available regarding the OPEB benefits provided.

Employees Covered by Benefit Terms: As of June 30, 2023, the following employees were covered by the benefit terms.

Inactive employees currently receiving benefits	—
Inactive employees entitled to but not yet receiving benefits	—
Active employees	765
	<u>765</u>

Total OPEB Liability. The School's total OPEB liability of \$304,584 was measured for the year ending June 30, 2023 and was determined by actuarial valuations as of June 30, 2022.

Actuarial Assumptions and Methods. The total OPEB liability as of June 30, 2023 was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Municipal Bond Index	S&P General Obligation Municipal Bond 20 Year High Grade Index
Discount Rate	4.13% as of June 30, 2023
General Inflation Rate	2.5% per year
Projected salary increase	3.0% per year; since benefits do not depend on salary, this is used to allocate the cost of benefits between service years.
Healthcare Trend	Medical plan premiums and claims costs by age are assumed to increase once each year. Increases over the prior year's levels were derived using the Getzen model.

Notes To Basic Financial Statements (*Continued*)

Discount Rate. The School contributes to the plan on a pay-as-you-go basis. As of June 30, 2023, the entity has not set aside assets in trust to pay future benefits and has not established a plan or equivalent arrangement that contains an irrevocable transfer of assets dedicated to providing benefits to retirees. The discount rate for the entity’s plan is based on the S&P General Obligation Municipal Bond 20 Year High Grade Index.

For the June 30, 2023 measurement date, mortality rates were based on Pub-2010 Employee and Health Annuitant mortality tables projected generationally using scale MP-2021.

Changes in the total OPEB Liability:

Balance at June 30, 2022	\$ 225,687
Change in benefit terms	80,354
Change in actuarial assumptions	<u>(1,457)</u>
Balance at June 30, 2023	<u>\$ 304,584</u>

For the year ended June 30, 2023, the School recognized OPEB expense of \$80,255.

At June 30, 2023, the School reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following source:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
<u>Change in actuarial assumptions</u>	\$ —	<u>\$ 1,358</u>

Other amounts reported as deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

<u>Year</u>	<u>Amount</u>
2024	\$ 99
2025	99
2026	99
2027	99
2028	99
<u>Thereafter</u>	<u>863</u>
	<u>\$ 1,358</u>

***Sensitivity Results***

The following presents the total OPEB liability of Somerset Academy of Las Vegas, as well as what the School's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (3.13%) or 1-percentage-point higher (5.13%) than the current rate:

	<b>1% Decrease in Discount Rate (3.13%)</b>	<b>Discount Rate (4.13%)</b>	<b>1 % Increase in Discount Rate (5.13%)</b>
Net OPEB liability	\$ 347,913	\$ 304,584	\$ 266,209

The following presents the total OPEB liability of Somerset Academy of Las Vegas, as well as what the School's total OPEB liability would be if it were calculated using a healthcare cost trend rate that is 1-percentage-point lower or 1-percentage-point higher than the current rate.

	<b>1% Decrease in Healthcare Cost Trend (4.70%)</b>	<b>Healthcare Cost Trend (5.70%)</b>	<b>1 % Increase in Healthcare Cost Trend (6.70%)</b>
Net OPEB liability	\$ 245,704	\$ 304,584	\$ 378,980

The healthcare cost trend rate as of June 30, 2023 of 5.7%, gradually decreases to an ultimate rate of 3.9% for 2076 and beyond.

***Payables to the OPEB Plan***

As of June 30, 2023, the entity had no payables outstanding to the OPEB plan.

**9. Related Parties and Education Management Organization*****Management Agreement***

The School entered into an agreement with Academica Nevada, LLC (the Management Company), a professional charter school management company to provide management and administrative services to the School. Services include, but are not limited to, facility design, staffing recommendations, human resource coordination, regulatory compliance, legal and corporate upkeep, maintenance of books and records, bookkeeping, budgeting and financial reporting. Under the terms of the management agreement, the School agrees to pay a fee of \$450 per full time equivalent (FTE) student per year. The most recent agreement was extended through June 30, 2024.



Management fees incurred under this agreement for the year ended June 30, 2023, were \$4,277,554 and amounts included in accounts payable totaled \$343,726 as of June 30, 2023.

The Chief Operating Officer of the management company is the owner of Intellatek, a technology support service provider. Services provided to the School by Intellatek during the year ended June 30, 2023 were \$494,290.

#### **10. Risk Management**

The School is exposed to various risks of loss related to torts, thefts of, damage to and destruction of assets, errors and omissions and natural disasters for which the School carries commercial insurance. Settlement amounts have not exceeded insurance coverage for the past year. In addition, there were no reductions in insurance coverage from those in the prior year.

#### **11. Contingencies**

The School has received proceeds from several federal and state grants. Periodic audits of these grants are required and certain costs may be questioned as not being appropriate expenditures under the grant agreements. Such audits could result in the refund of grant monies to the grantor agencies. Management believes that the required refund, if any, will be immaterial. No provision has been made in the accompanying financial statements for the refund of grant monies.

#### **12. Compliance with Nevada Revised Statutes and Nevada Administrative Code**

The School conformed to all significant statutory constraints on the financial administration during the fiscal year.

#### **13. Subsequent Events**

Management has evaluated subsequent events through the date of the audit report, which is the date the financial statements were available to be issued.

In July 2023, the Board of Directors approved the purchase of land adjacent to the Lone Mountain campus for \$659,715.

**Required Supplementary Information**

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DRAFT

**Somerset Academy of Las Vegas**  
**Schedule of the School's Proportionate Share of the Net Pension Liability**  
**Last 10 Fiscal Years (Amounts Were Determined as of June 30 of Each Fiscal Year)**

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Year Ended June 30,*	School's Proportion of Net Pension Liability (%)	School's Proportionate Share of Net Pension Liability	School's Covered Payroll	School's Proportionate Share of Net Pension Liability as a Percentage of its Covered Payroll	Plan Fiduciary Net Pension as a Percentage of Total Pension Liability
2014	0.111230%	\$ 11,592,755	\$ 8,437,295	137.40%	76.30%
2015	0.164280%	18,825,748	12,574,634	149.71%	75.10%
2016	0.023216%	31,242,233	16,749,551	186.53%	75.23%
2017	0.270480%	35,973,353	13,605,645	264.40%	74.42%
2018	0.301290%	41,089,770	19,455,020	211.20%	75.21%
2019	0.367740%	50,145,328	24,319,705	206.19%	76.50%
2020	0.397555%	55,372,780	28,298,332	195.68%	77.04%
2021	0.398280%	36,320,063	28,102,334	129.24%	86.51%
2022	0.421300%	76,065,715	30,733,497	247.50%	75.10%

Ultimately, 10 fiscal years will be displayed (which will be built prospectively starting from 2014).

\*Measurement date

*See accompanying notes to required supplementary information.*

**Somerset Academy of Las Vegas**  
**Schedule of the School's Contributions**  
**Last 10 Fiscal Years (Amounts Were Determined as of June 30 of Each Fiscal Year)**

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Year Ended June 30,	Statutorily Required Contributions	Contributions in Relation to Statutorily Required Contributions	Contribution Deficiency (Excess)	School's Covered Payroll	Contribution as a Percentage of Covered Payroll
2015	\$ 1,785,475	\$ 2,029,033	\$ (243,558)	\$ 12,574,634	16.14%
2016	3,034,141	2,950,734	83,407	16,749,551	17.62%
2017	3,871,757	3,871,757	—	13,605,645	28.46%
2018	2,795,108	2,795,108	—	19,455,020	14.37%
2019	3,540,135	3,540,135	—	24,319,705	14.56%
2020	4,143,021	4,143,021	—	28,298,332	14.64%
2021	4,168,624	4,168,624	—	28,102,334	14.83%
2022	4,650,495	4,650,495	—	30,733,497	15.13%
2023	5,109,176	5,109,176	—	32,836,986	15.56%

Note: GASB Statement No.82 was implemented in fiscal year 2018, and as a result, contributions no longer include payments made by the School to satisfy contribution requirements that are identified by the plan terms as member contributions. In addition, GASB Statement No. 82 clarified covered payroll which was implemented in fiscal year 2018; prior years are not reflective of this change.

Ultimately, 10 fiscal years will be displayed (which will be built prospectively starting from 2015)

*See accompanying notes to required supplementary information.*

**Somerset Academy of Las Vegas**  
**Notes to Required Supplementary Information**

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**Changes of Benefit Terms**

There have been no material changes in benefit terms since the last valuation.

**Changes of Assumptions**

There have been no changes in the actuarial assumptions since the last valuation.

**Method and Assumptions Used In Calculations of Actuarially Determined Contributions**

The actuarially determined contribution rates in the schedule of contributions are determined on an annual basis by PERS. The following actuarial methods and assumptions were used to determine actuarial contribution rates:

Actuarial cost method:	Entry age normal
Amortization method:	Level percentage
Amortization period:	30 years through June 30, 2011 and thereafter a period equal to the truncated average remaining amortization period of all prior UAAL layers until average is less than 20 years, and thereafter a period of 20 years would be used
Asset valuation method:	5 year smoothed market
Inflation rate:	2.50%
Salary increases:	1.20-6.10% per year for regular employees and 1.60-11.50% for police/fire plus 0.50% productivity pay increases
Investment rate of return:	7.25%, including inflation

**Covered Payroll**

Covered payroll includes salaries and wages for school employees that are provided with a pension through PERS.

**Somerset Academy of Las Vegas**  
**Schedule of Selected Other Post-employment Benefit Healthcare Plan**  
**Information**  
**June 30, 2023**

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**Schedule of Changes in Total OPEB Liability**

	<u>2023</u>	<u>2022</u>
Service cost	\$ 68,329	\$ —
Interest cost	12,025	—
Change in benefit terms	—	225,687
Effect of change in assumptions	(1,457)	—
Net change in total OPEB liability	78,897	225,687
<b>Total OPEB liability - beginning of year</b>	<b>225,687</b>	<b>—</b>
<b>Total OPEB liability - end of year</b>	<b>\$ 304,584</b>	<b>\$ 225,687</b>
Covered payroll	\$ 30,350,000	\$ 30,309,090
Total OPEB liability as a percentage of covered payroll	1.00%	0.74%

**Notes:**

The above schedule is intended to show information for 10 years. 2022 was the first year the Program was offered to retirees. Additional years will be displayed as they become available.

**Schedule of Employer Contributions**

The Schedule of Employer Contributions is not presented as the plan is unfunded and there is no required contribution.

**Supplementary Information**

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**Somerset Academy of Las Vegas  
Schedule of Activities by Location  
For the Year Ended June 30, 2023**

	North Las Vegas	Losee	Lone Mnt.	Sky Pointe	Stephanie	Aliante	Skye Canyon	Executive Office	Total
<b>Revenues</b>									
DSA Revenue	\$ 5,535,463	\$ 17,883,803	\$ 7,068,361	\$ 15,719,296	\$ 7,068,361	\$ 8,516,097	\$ 7,068,361	\$ —	\$ 68,859,742
Other Revenue	1,481,285	4,011,384	1,749,393	3,812,457	1,762,620	2,010,469	1,772,588	3,090,733	19,690,928
<b>Total Revenues</b>	<b>7,016,748</b>	<b>21,895,187</b>	<b>8,817,754</b>	<b>19,531,753</b>	<b>8,830,981</b>	<b>10,526,566</b>	<b>8,840,949</b>	<b>3,090,733</b>	<b>88,550,670</b>
<b>Expenses</b>									
Salaries and benefits	4,429,021	14,394,319	5,702,365	12,567,348	5,702,365	6,864,983	5,702,365	288,400	55,651,165
Operations	2,206,286	7,170,429	2,840,593	6,260,336	2,840,593	3,419,743	2,840,593	1,142,155	28,720,727
Depreciation and amortization	282,050	916,664	363,140	800,318	363,140	437,178	363,140	—	3,525,631
Interest expense	481,839	1,565,976	620,367	1,367,217	620,367	746,850	620,367	—	6,022,984
<b>Total Expense</b>	<b>7,399,196</b>	<b>24,047,388</b>	<b>9,526,465</b>	<b>20,995,219</b>	<b>9,526,465</b>	<b>11,468,754</b>	<b>9,526,465</b>	<b>1,430,555</b>	<b>93,920,507</b>
<b>Excess (Deficiency) of Revenues</b>									
<b>Over Expenses</b>	\$ (382,448)	\$ (2,152,200)	\$ (708,711)	\$ (1,463,466)	\$ (695,484)	\$ (942,189)	\$ (685,516)	\$ 1,660,178	\$ (5,369,837)



**Independent Auditors' Report  
On Internal Control Over Financial  
Reporting And On Compliance And Other  
Matters Based On An Audit Of Financial  
Statements Performed In Accordance  
With *Government Auditing Standards***

Board of Directors  
Somerset Academy of Las Vegas  
Las Vegas, Nevada

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Somerset Academy of Las Vegas as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise Somerset Academy of Las Vegas's basic financial statements and have issued our report thereon dated                     , 2023\*\*.

**Report On Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Somerset Academy of Las Vegas's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Somerset Academy of Las Vegas's internal control. Accordingly, we do not express an opinion on the effectiveness of Somerset Academy of Las Vegas's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as described in the accompanying Schedule of Findings as Responses, we identified certain deficiencies in internal control, that we consider to be material weaknesses and significant deficiencies.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We consider the deficiencies described in the accompanying Schedule of Findings and Responses as items 2023-001 and 2023-002 to be material weaknesses.

A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiencies described in the accompanying Schedule of Findings and Responses as items 2023-003 and 2023-004 to be significant deficiencies.

### **Report On Compliance And Other Matters**

As part of obtaining reasonable assurance about whether Somerset Academy of Las Vegas's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **School's Response To Findings**

*Government Auditing Standards* requires the auditor to perform limited procedures on Somerset Academy of Las Vegas's response to the findings identified in our audit and described in the accompanying Schedule of Findings and Responses. Somerset Academy of Las Vegas's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

### **Purpose Of This Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Somerset Academy of Las Vegas's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Somerset Academy of Las Vegas's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

\_\_\_\_\_, 2023\*\*

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# SOMERSET ACADEMY OF LAS VEGAS

## SCHEDULE OF FINDINGS AND RESPONSES

June 30, 2023

### **2023 -001 Revenue Recognition and Accounts Receivable Aging – Material Weakness**

**Criteria:** Management is responsible for establishing and maintaining an effective system of internal control over financial reporting. Processes and procedures should include a review and reconciliation of year-end accounts.

**Condition:** During the course of the audit, the engagement team identified an error in revenues that were accrued in the prior year in accounts receivable and when the funds were collected in the current year, revenues were recorded rather than applying the payment against the receivable. The old outstanding receivables on the aging were not researched as to the status of the receivable.

**Cause:** The review process did not include researching old reconciling items.

**Effect:** Prior to adjustment, accounts receivable and revenues were overstated by \$1,375,824.

**Auditors' Recommendation:** We recommend the School enhance internal controls to ensure appropriate revenue recognition in accordance with established policies and U.S. GAAP and to ensure the review process of accounts receivable includes investigating outstanding receivables in excess of sixty days, or the average collection period for a particular grant.

**View of Responsible Officials and Timing:** The error was missed due to the later than expected start of year end reconciliation review process caused by delayed 2022 single audits and financial audits. Management is doing a review of current staffing with the goal of increasing staff to ensure a timely and efficient year-end process.

### **2023 -002 Reconciliation of Accounts – Material Weakness**

**Criteria:** The School should have a process in place to provide consistent support of the timely preparation of account reconciliations to include evidence of the overall review and approval.

**Condition:** During the course of the audit, the engagement team identified instances of accrued payroll being understated for the last pay period of the fiscal year, prepaid expenses were overstated, and bond amortization being recorded backwards.

**Cause:** The School does not have an appropriate process in place to provide consistent support of the review and approval of accrued payroll and comparison of schedules to the adjusted trial balance to verify adjustments were properly posted.

# SOMERSET ACADEMY OF LAS VEGAS

## SCHEDULE OF FINDINGS AND RESPONSES *(Continued)*

June 30, 2023

**Effect:** Prior to adjustment, accrued payroll was understated \$347,578, other assets was overstated \$162,055, payroll expense was understated \$509,633, and bond premium and interest expense were overstated \$181,316.

**Auditors' Recommendation:** We recommend that the School develop a consistent process to reconcile and review accrued payroll and compare the trial balance to supporting schedules during the month end and year end closing processes for accuracy.

**View of Responsible Officials and Timing:** The under accrual of payroll was caused by teachers and other employees having different contract terms. After a thorough review of contracts, management agrees with the finding, and will ensure to include all employees in future accruals in accordance with contract terms. The error in bond amortization was missed due to the later than expected start of year end reconciliation review process caused by delayed 2022 single audits and financial audits. Management is doing a review of current staffing with the goal of increasing staff to ensure a timely and efficient year-end process.

### **2023 -003 Understatement of Bond Accrued Interest – Significant Deficiency**

**Criteria:** The School should have a process in place to review bond accrual calculations to ensure that appropriate adjustments are made.

**Condition:** During the course of the audit, the engagement team identified that bond accrued interest was not calculated from the last payment of interest on June 15<sup>th</sup> through the end of the fiscal year.

**Cause:** The School does not have an appropriate process in place to review bond accrual calculations and ensure that they are calculated for the full period from the last payment of the year through the end of the fiscal year.

**Effect:** Interest payable and interest expense are understated by \$250,024 for the year ended June 30, 2023.

**Auditors' Recommendation:** We recommend that the School develop a consistent process to review the calculation of bond accrued interest for fiscal year reporting.

**View of Responsible Officials and Timing:** The error was missed due to the later than expected start of year end reconciliation review process caused by delayed 2022 single audits and financial audits. Management is doing a review of current staffing with the goal of increasing staff to ensure a timely and efficient year-end process.

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## SOMERSET ACADEMY OF LAS VEGAS

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### SCHEDULE OF FINDINGS AND RESPONSES *(Continued)* June 30, 2023

#### **2023 -004 Review of Capital Assets for the Removal of Fully Depreciated Items No Longer In Use – Significant Deficiency**

**Criteria:** The School should have a process in place to periodically review the fixed asset listing for assets that are no longer in use or were disposed of and for recording the disposal in the accounting software.

**Condition:** During the course of the audit, the engagement team identified multiple instances fully depreciated capital assets no longer in use or held by the School were not recorded as disposals.

**Cause:** The School does not have an appropriate process in place to review the fixed asset listing to ensure that capital assets no longer in use or owned by the School are recorded as disposals and timely removed from the fixed asset listing.

**Effect:** Prior to adjustment gross capital assets and gross accumulated depreciation and amortization were overstated by \$689,452.

**Auditors' Recommendation:** We recommend that the School develop a consistent process to review the fixed asset listing and ensure that capital assets no longer in use or owned by the School are removed and that the corresponding entries to record the disposal are posted to the accounting records.

**View of Responsible Officials and Timing:** The error was missed due to the later than expected start of year end reconciliation review process caused by delayed 2022 single audits and financial audits. Management is doing a review of current staffing with the goal of increasing staff to ensure a timely and efficient year-end process. Management will review the fixed assets ledger during the next fiscal year to ensure any items that have been disposed of have been removed from the general ledger.

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## SOMERSET ACADEMY OF LAS VEGAS

### SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS For The Year Ended June 30, 2023

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#### Financial Statement Findings

##### **2022 -001 Reconciliation of Accounts – Significant Deficiency**

**Condition:** During the course of the audit, the engagement team identified multiple instances where accurate account reconciliations were not adequately performed, to include a review of outstanding reconciling items on cash reconciliations, accounts receivable aging schedules, prepaid expense schedules and account payable aging schedules and a review of the calculation of payroll accruals.

**Status:** During 2023, the School properly reconciled cash and accounts payable aging schedules. However, there were findings related to the calculation of accrued payroll, prepaid expenses and accounts receivable which are included in findings 2023-001 and 2023-002.

##### **2022 -002 Understatement of Bond Accrued Interest – Significant Deficiency**

**Condition:** During the course of the audit, the engagement team identified that bond accrued interest was not calculated from the last payment of interest on June 15<sup>th</sup> through the end of the year.

**Status:** A similar finding was noted in 2023 and is included in finding 2023-003.

##### **2022 -003 Accounting For Lease Residual Values – Significant Deficiency**

**Condition:** During the course of the audit, the engagement team identified multiple instances where the lease liability and associated capital assets for several leases associated with the purchases of curriculum, technology and equipment did not accurately include a provision for residual values.

**Status:** There were no leases entered into during 2023 that contained residual values and no similar findings were noted in the current year.

##### **2022 -004 Review of Capital Assets for the Removal of Fully Depreciated Items No Longer In Use – Significant Deficiency**

**Condition:** During the course of the audit, the engagement team identified multiple instances fully depreciated capital assets no longer in use or held by the School were not recorded as disposals.

**Status:** A similar finding was noted in 2023 and is included in finding 2023-004.

# SOMERSET ACADEMY OF LAS VEGAS

## SUPPORT SUMMARY

MEETING DATE: **NOVEMBER 30, 2023**

AGENDA ITEM: **4d – DISCUSSION REGARDING THE ANNUAL SURPLUS SPENDING POLICY**

NUMBER OF ENCLOSURES: **1**

**SUBJECT: ANNUAL SURPLUS SPENDING POLICY**

ACTION

CONSENT AGENDA

INFORMATION

PRESENTER(S): **GARY McCLAIN/RYAN REEVES/TREVOR GOODSSELL**

PROPOSED WORDING FOR MOTION/ACTION:

FISCAL IMPACT: **NO**

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): **5-7 MINUTES**

BACKGROUND: **THE BOARD WILL DISCUSS THE ANNUAL SURPLUS SPENDING POLICY WHICH WAS DEVELOPED AT THE REQUEST OF THE BOARD.**



# SOMERSET ACADEMY

OF LAS VEGAS

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## Surplus Spending Plan

In the third quarter of every year management will report to the board biannual financials with an annualized estimate of that year's anticipated surplus. After the board ensures that optimum levels of day's cash on hand are met and minimum levels of reserves are available (Category 1); the remaining anticipated surplus dollars are to be utilized by year end on Planned Projects and/or Staff Supplemental Compensation (Category 2).

### Category 1: Capital Preservation

**Operating Reserves** as established by the board to meet regulatory requirements and financial covenants (table one)

**Academic Investment Fund** amount as established by the board (table two)

**Asset Reserve Fund** amount as established by the board (table three)

### Category 2: Planned Surplus Spending

**Planned Projects Fund** (table four)

**Staff Supplemental Compensation** (table five)



## Surplus Capital Plan FY 2024

Category 1 Capital Preservation			
<b>Table 1 Operational Reserves (Minimal days cash on hand)</b>			
		1	80
Days cash on hand		\$249,000.0	\$19,920,000.0
		UR Cash FYE 23	38,000,000
Bondholders require a reserve of 40 days cash on hand.		Current Days	152.6
SPCSA Financial Metrics require no less than 60 days cash on hand.			
Somerset recommends no less than 80 days in Operational Reserves.			
Rating Agency and borrowing practices prefer 120-150 days cash on hand for the best credit rating.			
<b>Table 2 Academic Investment Fund (Curriculum/software and technology refresh)</b>			
		Student Count	Total Per Year
Curriculum Refresh	\$100 per year	9027	\$902,700
Tech Refresh	\$75 per year	9027	\$677,025
		X 5 (100%)	\$7,898,625
Fund Total	3 Year RUL	40%	\$3,159,450
Assumed 5-year useful life of curriculum and technology.			
<b>Table 3 Asset Reserve Fund (Capital reserves for the repair and replacement of current assets)</b>			
Based on the Asset Reserve Study from Complex Solutions for Fiscal Year 2024 - 11/15/2023			
Starting Balance as of July 1, 2023			\$14,669,135
100% Reserve Balance as of July 1, 2023			\$19,558,846
Percent Funded as of July 1, 2023			75%
Recommended Reserve Contribution Per Year			\$3,306,000
Minimum Reserve Contribution Per Year			\$2,835,000

Category 2 Planned Surplus Spending				
<b>Table 4 New Construction Project Fund (New and expanding facility projects)</b>				
	Est. Cost Ranges	Low	High	
Sky Pointe Roadway		422,500	550,000	
Sky Pointe Parking Lot and ES School Yard		1,127,500	1,300,000	
Sky Pointe Performing Arts Center		10,500,000	12,000,000	
Lone Mountain Gym		8,000,000	9,000,000	
Lone Mountain MS Expansion		6,000,000	7,000,000	
<b>Table 5 Staff Supplemental Compensation (Last Year's Data shown for informational purposes)</b>				
Position	# of Positions	Performance	Retention	Total Funds
Principal	7	5000	4000	63000
AP	20	2500	2000	90000
Coach, Dean, Counselor	46	2000	1500	161000
Licensed Teacher	469	1500	1000	1172500
Support Staff	227	1000	500	340500
Total	769			1,827,000

# SOMERSET ACADEMY OF LAS VEGAS

## SUPPORT SUMMARY

MEETING DATE: **NOVEMBER 30, 2023**

AGENDA ITEM: **4e – REVIEW AND POSSIBLE APPROVAL OF CLASSROOM ADDITIONS**

- **ALIANTE CAMPUS**
- **SKY POINTE CAMPUS**
- **SKYE CANYON CAMPUS**

NUMBER OF ENCLOSURES: **2**

SUBJECT: **CLASSROOM ADDITIONS**

ACTION

CONSENT AGENDA

INFORMATION

PRESENTER(S): **GARY McCLAIN**

PROPOSED WORDING FOR MOTION/ACTION:

FISCAL IMPACT: **No**

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): **5-7 MINUTES**

BACKGROUND: **THE BOARD WILL DISCUSS AND POSSIBLY APPROVE MOVING FORWARD ON THE CLASSROOM ADDITIONS FOR THE ALIANTE, SKY POINTE, AND SKYE CANYON CAMPUSES.**

## Item 4. E. Review and possible approval of Classroom Additions

At the previous board meeting I was asked if we were hurting the ability to start the projects by not approving something at the meeting. Everyday counts but based on the below we could still start this summer if the board acts by Dec 1<sup>st</sup>.

Attached is a preliminary schedule showing the Classroom Additions at Skye Canyon, Aliante and Sky Pointe.

If the board has an interest in starting any or all of these additions by June 1<sup>st</sup> 2024 then I would recommend that those actions are taken at the November 30<sup>th</sup> meeting.

The next meeting is scheduled for February and is the Annual Meeting.

### For Skye Canyon and Aliante additions: (assumes \$500 a sq ft)

We had not submitted to the building dept when we stopped progress. The Construction Documents were about 50%.

The attached schedule shows a Notice to Proceed of 12-1-2023 (to the architect) and a construction start date of June 3<sup>rd</sup> and completion in Dec. 2024

These projects would cost about 2 million – about 1 million from surplus the rest from bonds.

### For Sky Pointe addition: (assumes \$500 a sq ft)

Due to the comment of grouping things together to get the best unit price; I asked the architect if the board wanted to move on the Sky Pointe Project could we catch it up to the Aliante and Skye Canyon schedule. Based on the attached we can get it close; starting by 6-17-2023.

This project would be about 1.4 million from surplus.

Notes from last meeting:

**DISCUSSION REGARDING ANTICIPATED PROJECTS (FOR POSSIBLE ACTION)** At the August board meeting Skye Canyon’s addition was brought up as a project that needed to be rediscussed. In 2021 through bidding of other projects it was determined that the costs were too high to proceed. The economy and the construction market have not slowed since. The Aliante and Skye Canyon projects were put on hold at the same time for the same reasons.

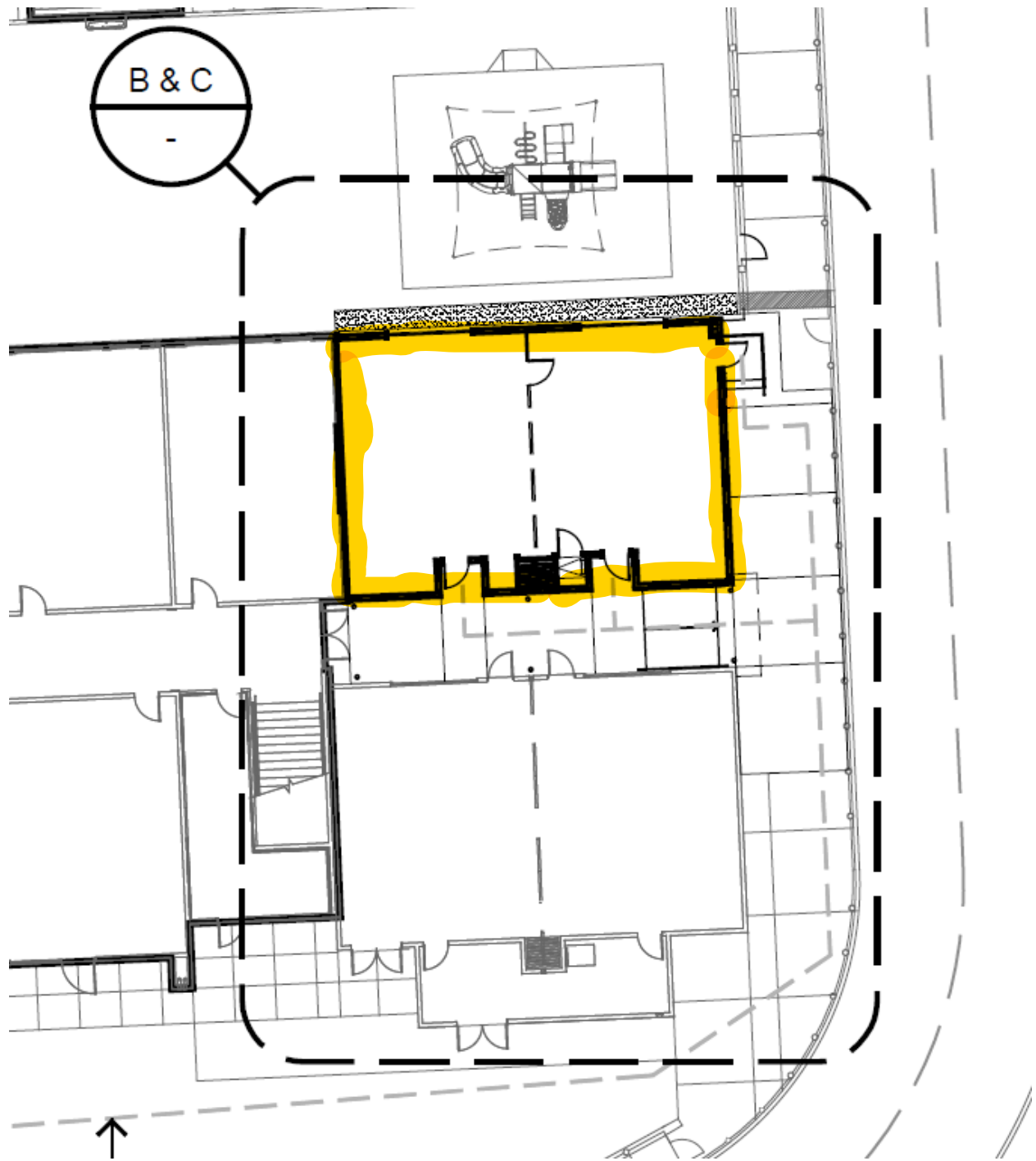
### BONDS:

At the board meeting I stated I would provide an update regarding Bonds and expiration dates etc.

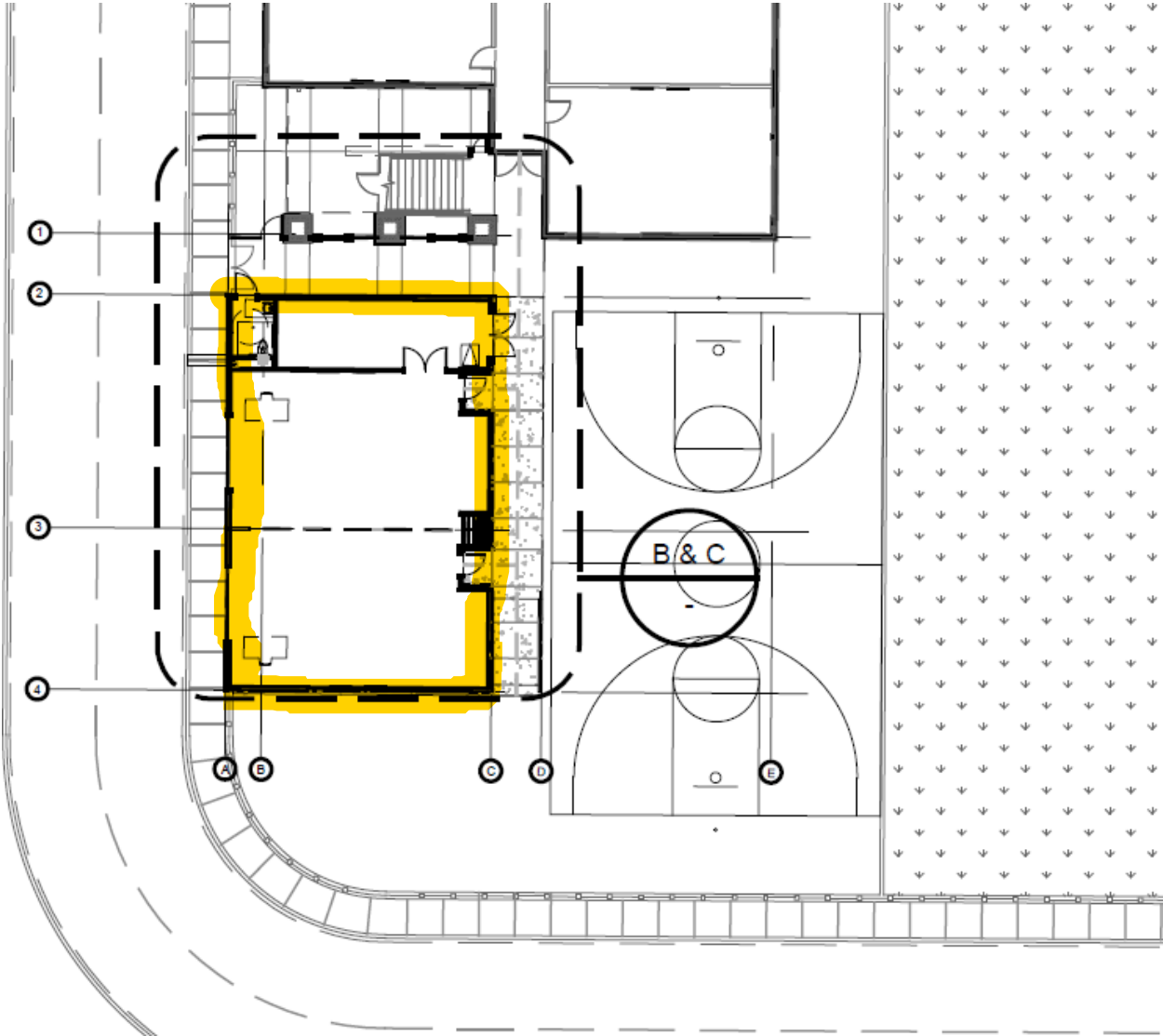
I was wrong that Aliante and Skye Canyon were separate Bonds they are on the same bond.

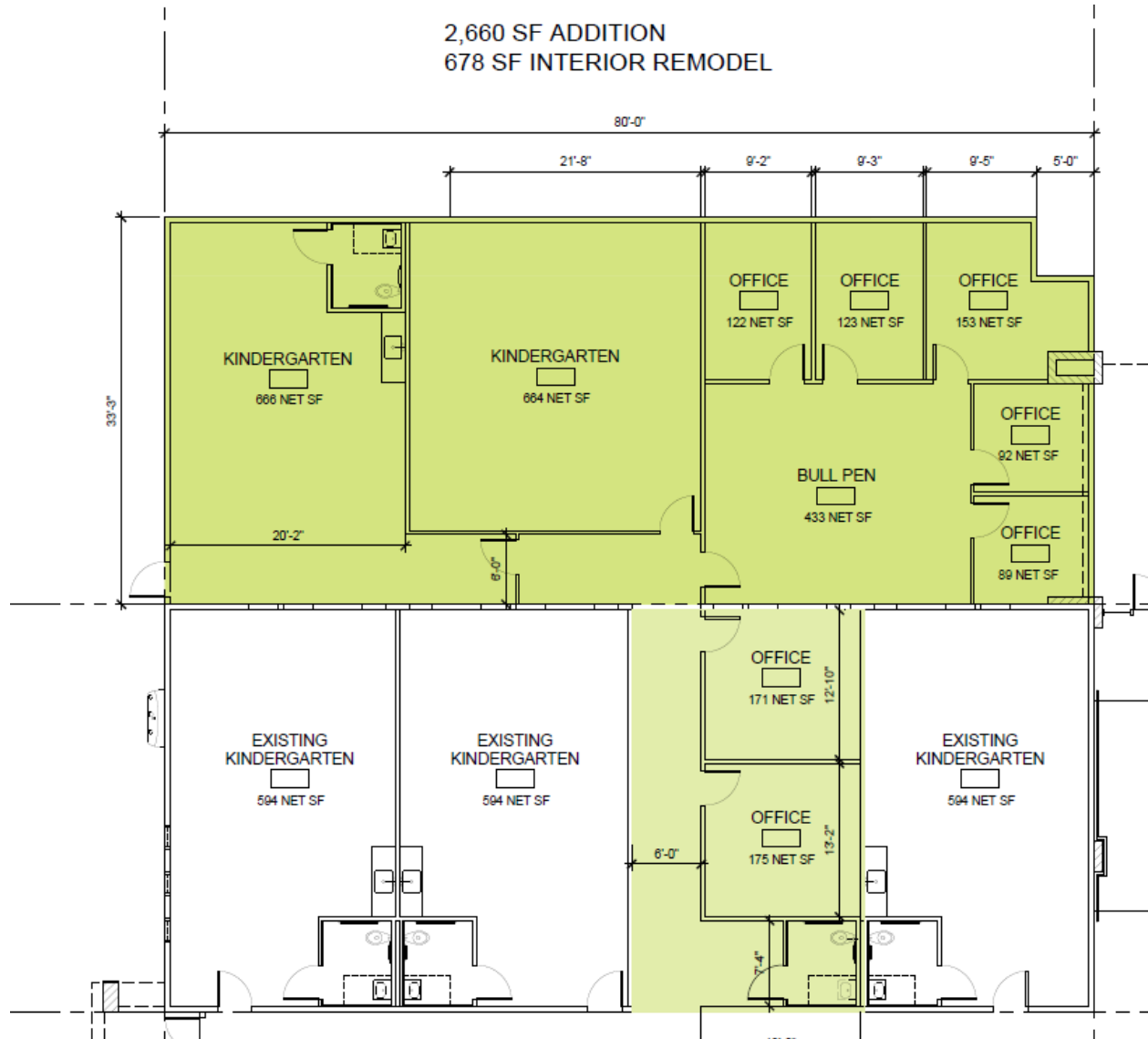
		3-Year	2-Year		Project Fund	
Bond	Campus(es)	Open Date	Extension Date	Expiration Date	Balance as of 10/31	1st redemption
Somerset S2015	NLV / Sky Pointe	04/16/15	04/16/18	04/16/20	\$ -	12/15/2025
Somerset S2018	Losee / Stephanie	04/26/18	04/26/21	04/26/23	\$ -	12/15/2029
Somerset S2019	Lone Mountain	04/15/19	04/15/22	04/15/24	\$ 361,399.72	12/15/2029
Somerset S2021	Aliante / Skye Canyon	05/04/21		05/04/24	\$ 1,191,374.05	12/15/2031

Aliante



Sky Canyon







November 27, 2023

TO: Somerset Academy of Nevada  
c/o Gary McClain-Academica Nevada  
[Gary.mcclain@academicanv.com](mailto:Gary.mcclain@academicanv.com)

RE: **Proposal for Professional Services**  
**PROJECT Somerset Academy Aliante Campus-Classroom Addition**  
**E3 Additional Service Request No. 01**  
*E3 Proposal #2021901.120*

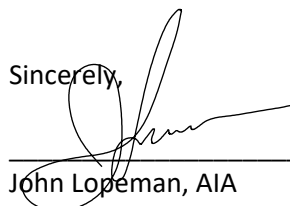
Dear Gary,

We request additional fees be added to our original Contract for costs incurred to bring this previous held project back on-line. At the time the project was put on hold (September 21, 2021), we issued an invoice to include all costs incurred from e3 and our consultants through that date. We had completed the project through Design Development. On 10/31/2023, we received notification from Gary McClain that the project would now move forward. Services include restart efforts and an increase in the cost to perform the remaining services. This project is in the City of North Las Vegas, which is currently using the 2018 International Building Code and was what the current drawings are designed to, therefore there is no change in price for a code change.

We propose to furnish the **Basic Services for ASR 01** for the following amount:

ethos three ARCHITECTURE	\$ 7,700.00
DISCOUNT	\$ -5,000.00
MA Engineering	\$ 700.00
Harris Consulting Engineers	\$ 1,945.00
<u>Lochsa Engineering</u>	<u>\$ 5,000.00</u>
<b>TOTAL AMOUNT</b>	<b>\$ 10,345.00</b>

All terms of our original contract apply to this ASR.

Sincerely,  
  
\_\_\_\_\_  
John Lopeman, AIA      Date

Approved  
\_\_\_\_\_  
Date

# M.A. Engineering, Inc.

---

Structural Engineering Consulting

November 7, 2023

Ethos/Three Architecture  
8985 S. Eastern Avenue, Suite 220  
Las Vegas, NV 89123

Attention: Mr. John Lopeman, AIA, LEED AP

Subject: Extra service proposal to complete the services for Somerset Aliante-  
Classroom Addition  
Las Vega, Nevada

Dear Mr. Lopeman,

We are pleased to submit the following proposal covering the performance of structural consulting services for the Design Development, Construction Documents, and Construction Phases of the subject project.

## **Services to Be Provided**

1. Participate in preliminary conference and/or coordination with your office, as required, to identify and establish necessary requirements.
2. Provide required structural working drawings and calculations in accordance with the governing code.
3. Provide necessary structural engineering services required to obtain plan check approval from the governing agency.
4. Review all submitted, specified, structural detailed shop drawings for submittal conformity with the intent of the contract drawings and specifications.
5. We will not be responsible for the performances of the contractors or for the errors or omissions, or determining how the work is to be performed, or dealing with any matters of safety, superintending of the work or any aspect of performing the work. Excluded services are contractor's site safety barricade, shoring, scaffolding, underpinning, temporary retaining of excavations and any erection methods and bracing.



# M.A. Engineering, Inc.

Structural Engineering Consulting

## Scope of Work

The scope of work consists of engineering effort to restart and complete the services based on the original contract for the project that was put on hold since 2021. The fee increases are included for the remaining design and construction phases for increase in labor rates.

## Fee Data

Our compensation for providing the above-described services, in accordance with the scope of work described, will be a lump sum fee of **SEVEN HUNDRED DOLLARS (\$700.00) with the following breakdown:**

**Construction documents: \$400.00**

**Construction Administration: \$300.00**

Any significant change (increase or decrease) in the configuration data, as cited above may cause the fee provided above to be adjusted proportionally, as mutually agreed upon between your office and M. A. Engineering, Inc.

Any reimbursable miscellaneous expenses, such as travel and hotel accommodation expenses, shipping expenses and printing for bidding and construction, will be identified separately and billed at our cost, in accordance with AIA Document C141, Article 10, latest edition.

This Proposal does not include any provision for designing, detailing or specifying of nonstructural element, site work, the preparation of structural seismic calculations associated with special anchorage of equipment or the review of such data prepared by others. In this connection, “non-structural elements” are defined as those mechanical, electrical, and/or other components including architectural interior and exterior finishes and facades, which have no direct bearing on the stability of the primary structural system other than by virtue of their mass. If requested, the performance of such work will be considered additional services, identified separately.

## Billing

Billing to your office for our services accomplished will be made monthly as the project progress and/or completed.

Our drawing will reflect the structural work required to accomplish the desired modifications, based on the existing conditions, as we understand them to be. However, should some previously unknown as-built conditions become apparent during the construction that do not conform to our approach, then revised calculations and drawings may become necessary. Since these services may impact the proposed lump sum fee listed above, creating a situation which may require this fee to be increased,

# M.A. Engineering, Inc.

---

Structural Engineering Consulting

then we will immediately notify your office to have this amount adjusted, as mutually agreed upon between our offices.

We sincerely hope that this proposal meets with your approval. If these terms are satisfactory, please indicate your acceptance by signing and returning one copy of this proposal to our office.

Sincerely,  
M. A. Engineering, Inc.

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

Samir Nacer, P.E.  
Associate

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



November 6, 2023

Ethos Three Architecture  
8985 South Eastern, Suite 220  
Las Vegas, Nevada 89123

Attn: Bonnie Saxon

Re: Somerset Aliente Classroom Addition - ASR Project Restart  
HCE Project # 2021075.01  
Additional Services Proposal # 0017471.01

Harris Consulting Engineers, LLC is pleased to provide our proposal for additional HVAC, plumbing, electrical, and technology engineering design services for the referenced project.

The scope of these services consists of the following: Engineering effort to restart project that was put on hold in 2021. Fee increases are included for the remaining design and construction phases for increase in labor rates. Deliverables are limited to electronic PDFs for permit and construction. Construction phase services remain per original contract.

Compensation: Compensation will be on the basis of a fixed fee in accordance with the following:

Phase	Amount
Restart Effort	\$ 1,080.00
Design Development	300.00
Construction Documents	415.00
Construction Administration	150.00
<b>Total</b>	<b>\$ 1,945.00</b>

This fee is in effect for six (6) months from the date of the proposal.

Compensation for services beyond the scope described above will be billed hourly in accordance with the rates on the attached Hourly Rate Schedule.

Harris Consulting Engineers, LLC will provide professional Errors and Omissions insurance for this project.

Ownership of Work: All reports, plans, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by Harris Consulting Engineers, LLC, as instruments of service, shall remain the property of Harris Consulting Engineers, LLC. Harris Consulting Engineers, LLC shall retain all common law, statutory and other reserved rights, including copyrights. Recipients of documents shall not own or claim a copyright in the Instruments of Service, and documents and instruments provided to recipients may be utilized only for the recipients use in connection with the Project, and for the purposes for which they were prepared and provided.

This agreement may be terminated by either party upon five days written notice. However, if terminated by the Client, Client will pay consultant for all services performed to the date of termination together with reimbursable expenses.

If this meets with your approval, please sign below and return one copy to our office or prepare an amendment to the AIA-C401 Contract for my signature. Your signature below will serve as our notice to proceed. We require a signed agreement to begin the work.

Sincerely,  
  
HARRIS CONSULTING ENGINEERS, LLC

Kent T. Bell, PE, LEED AP  
President

KTB.ljh

Attachment: Hourly Rate Schedule

J:\OPPORTUNITIES\0017471\_01 Somerset Aliante Classroom Add - ASR Restart\Proposals\Work In Progress\0017471\_01  
Somerset Aliante Classroom Add - ASR Restart 2023-11-06.docx

Accepted by:

ETHOS THREE ARCHITECTURE

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

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

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

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



**HOURLY RATE SCHEDULE**

Principal .....	\$ 260.00 hr
Project Manager .....	240.00 hr
Engineer IV .....	210.00 hr
Engineer III .....	180.00 hr
Engineer II .....	160.00 hr
Engineer I .....	140.00 hr
Designer IV .....	175.00 hr
Designer III .....	155.00 hr
Designer II .....	145.00 hr
Designer I .....	135.00 hr
CAD Drafter IV .....	120.00 hr
CAD Drafter III .....	110.00 hr
CAD Drafter II .....	100.00 hr
CAD Drafter I .....	90.00 hr
Administrator V .....	200.00 hr
Administrator IV .....	130.00 hr
Administrator III .....	110.00 hr
Administrator II .....	100.00 hr
Administrator I .....	90.00 hr

These rates in effect through December 31, 2023



November 27, 2023

TO: Somerset Academy of Nevada  
c/o Gary McClain-Academica Nevada  
[Gary.mcclain@academicanv.com](mailto:Gary.mcclain@academicanv.com)

RE: **Proposal for Professional Services**  
**PROJECT Somerset Academy Sky Canyon Campus-Classroom Addition**  
**E3 Additional Service Request No. 01**  
*E3 Proposal #2021901.121*

Dear Gary,

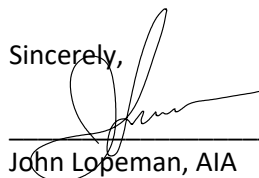
We request additional fees be added to our original Contract for costs incurred to bring this previous on-hold project back on-line. At the time the project was put on hold (September 21, 2021), we issued an invoice to include all costs incurred from e3 and our consultants through that date. We had completed the project through Design Development. On 10/31/2023, we received notification from Gary McClain that the project would now move forward. Services include restart efforts, upgrade design to 2021 International Building Code, and an increase in the cost to perform the remaining services.

We propose to furnish the **Basic Services for ASR 01** for the following amount:

ethos three ARCHITECTURE	\$ 7,700.00 (Change in rates for remainder of project)
DISCOUNT	\$ -5,000.00
MA Engineering	\$ 900.00
Harris Consulting Engineers	\$ 1,755.00
TRU Engineering	\$ 00.00
<b>TOTAL AMOUNT</b>	<b>\$ 5,355.00</b>

All terms of our original contract apply to this ASR.

Sincerely,



John Lopeman, AIA

Date 11/27/23

Approved

\_\_\_\_\_  
Date

# M.A. Engineering, Inc.

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Structural Engineering Consulting

November 7, 2023

Ethos/Three Architecture  
8985 S. Eastern Avenue, Suite 220  
Las Vegas, NV 89123

Attention: Mr. John Lopeman, AIA, LEED AP

Subject: Extra Service Proposal to complete the services for Somerset Sky Canyon  
- Classroom Addition  
Las Vega, Nevada

Dear Mr. Lopeman,

We are pleased to submit the following proposal covering the performance of structural consulting services for the Design Development, Construction Documents, and Construction Phases of the subject project.

## **Services to Be Provided**

1. Participate in preliminary conference and/or coordination with your office, as required, to identify and establish necessary requirements.
2. Provide required structural working drawings and calculations in accordance with the governing code.
3. Provide necessary structural engineering services required to obtain plan check approval from the governing agency.
4. Review all submitted, specified, structural detailed shop drawings for submittal conformity with the intent of the contract drawings and specifications.
5. We will not be responsible for the performances of the contractors or for the errors or omissions, or determining how the work is to be performed, or dealing with any matters of safety, superintending of the work or any aspect of performing the work. Excluded services are contractor's site safety barricade, shoring, scaffolding, underpinning, temporary retaining of excavations and any erection methods and bracing.

# M.A. Engineering, Inc.

Structural Engineering Consulting

## Scope of Work

The scope of work consists of engineering effort to restart and complete the services based on the original contract for the project that was put on hold since 2021. The fee increases are included for the remaining design and construction phases for increase in labor rates.

## Fee Data

Our compensation for providing the above-described services, in accordance with the scope of work described, will be a lump sum fee of **NINE HUNDRED DOLLARS (\$900.00) with the following breakdown:**

**Construction documents: \$600.00**

**Construction Administration: \$300.00**

Any significant change (increase or decrease) in the configuration data, as cited above may cause the fee provided above to be adjusted proportionally, as mutually agreed upon between your office and M. A. Engineering, Inc.

Any reimbursable miscellaneous expenses, such as travel and hotel accommodation expenses, shipping expenses and printing for bidding and construction, will be identified separately and billed at our cost, in accordance with AIA Document C141, Article 10, latest edition.

This Proposal does not include any provision for designing, detailing or specifying of nonstructural element, site work, the preparation of structural seismic calculations associated with special anchorage of equipment or the review of such data prepared by others. In this connection, “non-structural elements” are defined as those mechanical, electrical, and/or other components including architectural interior and exterior finishes and facades, which have no direct bearing on the stability of the primary structural system other than by virtue of their mass. If requested, the performance of such work will be considered additional services, identified separately.

## Billing

Billing to your office for our services accomplished will be made monthly as the project progress and/or completed.

Our drawing will reflect the structural work required to accomplish the desired modifications, based on the existing conditions, as we understand them to be. However, should some previously unknown as-built conditions become apparent during the construction that do not conform to our approach, then revised calculations and drawings may become necessary. Since these services may impact the proposed lump



# M.A. Engineering, Inc.

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## Structural Engineering Consulting

sum fee listed above, creating a situation which may require this fee to be increased, then we will immediately notify your office to have this amount adjusted, as mutually agreed upon between our offices.

We sincerely hope that this proposal meets with your approval. If these terms are satisfactory, please indicate your acceptance by signing and returning one copy of this proposal to our office.

Sincerely,  
M. A. Engineering, Inc.

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

Samir Nacer, P.E.  
Associate

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



November 7, 2023

Ethos Three Architecture  
8985 South Eastern, Suite 220  
Las Vegas, Nevada 89123

Attn: Bonnie Saxon

Re: Somerset Sky Canyon Classroom Addition - ASR Project Restart  
HCE Project # 2021074.01  
Additional Services Proposal # 0017470.01

Harris Consulting Engineers, LLC is pleased to provide our proposal for additional HVAC, plumbing, electrical, and technology engineering design services for the referenced project.

The scope of these services consists of the following: Engineering effort to restart project that was put on hold in 2021. Fee increases are included for the remaining design and construction phases for increase in labor rates. Deliverables are limited to electronic PDFs for permit and construction. Construction phase services remain per original contract.

Compensation: Compensation will be on the basis of a fixed fee in accordance with the following:

Phase	Amount
Restart Effort	\$ 1,080.00
Construction Documents	525.00
Construction Administration	150.00
Total	\$ 1,755.00

This fee is in effect for six (6) months from the date of the proposal.

Compensation for services beyond the scope described above will be billed hourly in accordance with the rates on the attached Hourly Rate Schedule.

Harris Consulting Engineers, LLC will provide professional Errors and Omissions insurance for this project.

Ownership of Work: All reports, plans, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by Harris Consulting Engineers, LLC, as instruments of service, shall remain the property of Harris Consulting Engineers, LLC. Harris Consulting Engineers, LLC shall retain all common law, statutory and other reserved rights, including copyrights. Recipients of documents shall not own or claim a copyright in the Instruments of Service, and documents and instruments provided to recipients may be utilized only for the recipients use in connection with the Project, and for the purposes for which they were prepared and provided.

This agreement may be terminated by either party upon five days written notice. However, if terminated by the Client, Client will pay consultant for all services performed to the date of termination together with reimbursable expenses.



If this meets with your approval, please sign below and return one copy to our office or prepare an amendment to the AIA-C401 Contract for my signature. Your signature below will serve as our notice to proceed. We require a signed agreement to begin the work.

Sincerely,  
  
HARRIS CONSULTING ENGINEERS, LLC

Kent T. Bell, PE, LEED AP  
President

KTB.ljh

Attachment: Hourly Rate Schedule

J:\OPPORTUNITIES\0017470\_01 Somerset Sky Canyon Classroom Add - ASR Restart\Proposals\Work In Progress\0017470\_01 Somerset Sky Canyon Classroom Add - ASR Restart 2023-11-07.docx

Accepted by:  
  
ETHOS THREE ARCHITECTURE  
  
By: \_\_\_\_\_  
  
Print Name: \_\_\_\_\_  
  
Title: \_\_\_\_\_  
  
Date: \_\_\_\_\_



**HOURLY RATE SCHEDULE**

Principal .....	\$ 260.00 hr
Project Manager.....	240.00 hr
Engineer IV .....	210.00 hr
Engineer III.....	180.00 hr
Engineer II.....	160.00 hr
Engineer I.....	140.00 hr
Designer IV .....	175.00 hr
Designer III.....	155.00 hr
Designer II.....	145.00 hr
Designer I.....	135.00 hr
CAD Drafter IV .....	120.00 hr
CAD Drafter III.....	110.00 hr
CAD Drafter II.....	100.00 hr
CAD Drafter I.....	90.00 hr
Administrator V .....	200.00 hr
Administrator IV.....	130.00 hr
Administrator III.....	110.00 hr
Administrator II .....	100.00 hr
Administrator I .....	90.00 hr

These rates in effect through December 31, 2023

**From:** Paul F Fritz <PF@trudevco.com>  
**Sent:** Thursday, November 9, 2023 5:00 PM  
**To:** Peggy Lopeman  
**Cc:** Bonnie Saxon  
**Subject:** RE: Somerset Skye Canyon Proposal

Hi Peggy and Bonnie,

No changes on this end. We have completed the topo and have set up sheets in CAD. We invoiced for 30% SD and 100% Entitlements (Survey).

We are ready to start upon written Notice to proceed and an updated CAD site plan.

Thank you,

**Paul F. Fritz, PE**

Director of Engineering

O 702.545.0355

D 702.570.5677

C 702.286.3465

You cannot create chaos in the lives of others  
And expect peace to come to yours.

---

**From:** Peggy Lopeman <[plopeman@ethosthree.com](mailto:plopeman@ethosthree.com)>  
**Sent:** Thursday, November 2, 2023 2:29 PM  
**To:** Paul F Fritz <[PF@trudevco.com](mailto:PF@trudevco.com)>  
**Cc:** Bonnie Saxon <[bsaxon@ethosthree.com](mailto:bsaxon@ethosthree.com)>  
**Subject:** [External] Somerset Skye Canyon Proposal

Good afternoon,

In 2021, ethos|three had a contract with you for the **Somerset Skye Canyon Classroom Addition** in the amount of **\$18,550.00**. That project was put on hold in September of 2021 and we had you issue an invoice for costs incurred up to that point, for which you were paid.

**Good news! The school is now ready to move forward with this project!**

Please review your attached contract and ***note where your design was when the project was put on hold. We ask that you provide us with an updated Proposal to complete the design up through permitting and construction administration services if applicable. Please clarify each phase as to what stage of design you were in, and provide any justification for any increase in costs (i.e., review, design, labor rate increases, restart fees, etc.)*** If your original fees for each phase will not change, please provide us written confirmation as such. Even though this will be issued to the Owner as an ASR, we still need it itemized per phase to coincide with your contract phases.

***Please have your Proposal back to me by Thursday November 9<sup>th</sup>.***

Please let me know if you have any questions or need anything further to complete your Proposal.



# AIA® Document B101® – 2017

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the 21 day of November in the year 2023  
(In words, indicate day, month and year.)

**BETWEEN** the Architect’s client identified as the Owner:  
(Name, legal status, address and other information)

Somerset Academy of Nevada  
6630 Surrey Street  
Las Vegas, Nevada 89119  
(702)431-6260

and the Architect:  
(Name, legal status, address and other information)

Ballard Architecture, a Nevada professional corporation  
dba "ethos three ARCHITECTURE"  
8985 S. Eastern Avenue, Suite 220  
Las Vegas, NV 89123  
Telephone Number: 702-456-1070  
Fax Number: 702-456-7020

for the following Project:  
(Name, location and detailed description)

Somerset Academy Sky Pointe Elementary School Addition  
7038 Sky Pointe Drive  
Las Vegas, Nevada 89131  
(702)478-8888

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

2600 sf addition to the existing elementary school including a single classroom and offices. Minor remodel in the interior of the existing building and converting existing classroom to offices.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

This expansion will include 2600 sf Addition; 700 sf Remodel.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

To be determined

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Init.

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User Notes:

13552712

To be determined

**.2** Construction commencement date:

To be determined

**.3** Substantial Completion date or dates:

To be determined

**.4** Other milestone dates:

Not Applicable

**§ 1.1.5** The Owner intends the following procurement and delivery method for the Project:  
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Design, Bid, Build

**§ 1.1.6** The Owner's anticipated Sustainable Objective for the Project:  
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

Not Applicable

**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

**§ 1.1.7** The Owner identifies the following representative in accordance with Section 5.3:  
*(List name, address, and other contact information.)*

Gary McClain  
6630 Surrey Street  
Las Vegas, Nevada 89119  
(702)431-6260  
Gary.McClain@academicnv.com

**§ 1.1.8** The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
*(List name, address, and other contact information.)*

To be determined

**§ 1.1.9** The Owner shall retain the following consultants and contractors:  
*(List name, legal status, address, and other contact information.)*

**.1** Geotechnical Engineer:

Terracon Consultants, INC  
750 Pilot Road, Suite F  
Las Vegas, Nevada 89119



.2

(Paragraphs deleted)

Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address, and other contact information.)

John Lopeman, AIA, Principal  
8985 South Eastern Avenue, Suite 220  
Las Vegas, Nevada 89123  
jclopeman@ethosthree.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Civil Engineer:

LOCHSA Engineer  
6345 South Jones Boulevard, Suite 100  
Las Vegas, Nevada, 89118  
(702)365-9312

.2 Mechanical, Electrical, Plumbing Engineer:

Harris Consulting Engineers  
680 Pilot Road, Suite A  
Las Vegas, NV 89119  
(702)269-1575

.3 Structural Engineer:

MA Engineering  
3281 S. Highland Drive # 813  
Las Vegas, Nevada 89109  
(702)735-2777

§ 1.1.11.2 Consultants retained under Supplemental Services:

None

§ 1.1.12 Other Initial Information on which the Agreement is based:

None

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

Init.

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User Notes:

137 (52712)

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties may use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect makes no warranty, express or implied, as to its professional services rendered under this Agreement.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability covering the Architect as named insured with policy limits of not less than Two Million Dollars (\$ 2,000,000 ) for each occurrence and Four Million Dollars (\$ 4,000,000 ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million ( \$ 1,000,000.00 ) each accident, One Million ( \$ 1,000,000.00 ) each employee, and One Million Dollars ( \$ 1,000,000 ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Million Dollars (\$ 5,000,000 ) per claim and Five Million Dollars (\$ 5,000,000 ) in the aggregate. Such coverage is written on a claims-made basis with defense costs and expenses "within limits" (i.e. declining limits policy). The Architect agrees to maintain this insurance for a period of at least four (4) years after Substantial Completion of the Project, provided that such coverage is reasonably available at commercially affordable premiums.

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

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

§2.5.9 To the fullest extent permitted by law and without voiding or impairing the coverage afforded by the insurance required hereunder, Architect, on its own behalf and Owner, on its own behalf, hereby waive against each other, all rights of recovery, whether under subrogation or otherwise, for loss, damage and/or liability to the extent covered by the insurance policies required to be maintained by either Architect or Owner hereunder. It shall be required that all such insurance policies shall contain an express written waiver of all rights of recovery, whether under subrogation or otherwise. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Owner and Architect are aware that many factors outside the Architect's control may affect the Architect's ability to complete the services to be provided under this Agreement. The architect will perform these services with reasonable diligence and expediency consistent with sound professional practices Owner agrees that the Architect is not responsible for damages arising directly or indirectly from any delays for causes beyond the Architect's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by the Owner or the Owner's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. This service is limited to the City of Las Vegas Building Department and Southern Nevada Health District. Approvals required beyond these jurisdictions will be obtained as Additional Services per Article 4.

§ 3.1.8 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. The Architect shall comply with applicable laws, codes and regulations in effect as of the date of submission to building authorities. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Architect to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement. In addition, the Architect shall be entitled to rely reasonably on interpretations and approvals given by government officials with responsibility for enforcing such laws, codes, and regulations and shall not be responsible for changes made by such officials to interpretations or approvals previously given.

§ 3.1.9 Owner acknowledges and agrees that the Americans with Disabilities Act (ADA) requirements may be subject to different interpretations, legal or otherwise, that the Architect cannot, and does not guarantee compliance, and that the Architect's application and use of the technical requirements of the ADA Accessibility Guidelines, current as of the day of this agreement, in preparing the Architect's services is a matter of professional judgment. The Architect's services shall be limited to the application and incorporation of the technical requirements of the ADA Accessibility Guidelines, current as of the date of this Agreement into the Project, pursuant to the applicable standard of care. In addition, the Architect shall be entitled to rely reasonably on written interpretations and specific approvals regarding the disability requirements given by government officials with responsibility for enforcing such ADA Requirements.

§ 3.1.10 Existing Conditions. To the extent that any portion of this Project involves the remodeling, rehabilitation of or tie-in with an existing structure, the Owner shall furnish, at the Owner's expense, all information, requirements, reports, data, and instructions required by this Agreement. The Architect may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof, subject to the limitations contained within such documentation, in addition to its own visual observation of the existing structure. The Architect cannot be held responsible for errors in reports or existing conditions in documents or reports that were not prepared by Architect or its consultants, which cannot be visually/physically verified. The Architect shall notify the Owner of any materially significant assumption it is making within its design which conflicts from information provided by the Owner. Furthermore, to the extent that any portion of this Project involves the remodeling, rehabilitation of or tie-in with an existing structure, and there is any concern about mold, moisture or mildew, the Owner shall authorize Architect to retain moisture and mold consultant(s) as additional services as may be reasonably required for the discovery, evaluation and remediation of existing water intrusion, moisture and/or mold conditions.

§ 3.1.11 The parties agree that this Agreement does not establish a joint venture, employment or agency relationship. Nothing contained in this Agreement or any action by Architect shall be construed to impose a fiduciary duty on Architect or create a fiduciary relationship between Architect and the Owner or between Architect and any third party.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of

the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Owner's cost estimator or the Contractor, if either are so retained at this phase, shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Owner's cost estimator or the Contractor, if either are so retained at this phase, shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect, upon the Owner's specific written request at that time, may assist the Owner in the development and preparation of procurement information and the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Owner's cost estimator or the Contractor, if either are so retained at this phase, shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, take any action required under Section 6.5, and request the Owner's approval.

### § 3.5 Procurement Phase Services

#### § 3.5.1 General

Upon the specific request of the Owner, The Architect may assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

#### 3.5.2 Competitive Bidding

3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- 1) facilitating the distribution of Bidding Documents to prospective bidders.
- 2) organizing and conducting a pre-bid conference for prospective bidders.
- 3) preparing responses to questions from prospective bidders and providing clarifications and interpretations of Bidding Documents to the prospective bidders in the form of addenda.
- 4) organizing and conducting the opening of the bids subsequently documenting and distributing the bidding results as directed by the Owner.

3.5.2.3 If the bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

*(Paragraphs deleted)*

### § 3.6 Construction Phase Services

#### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide Construction Phase services as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, if the A201 is used on this Project. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. Furthermore, in the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the A201, General Conditions of the Contract for Construction, the terms and conditions of this Agreement shall govern and control.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Construction Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect recommends the issuance of the final Certificate for Payment.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Construction Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Construction Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to recommend that the Owner reject Work that does not conform to the Construction Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to recommend that the Owner require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Construction Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Construction Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Construction Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and comment upon to the Owner regarding the amounts due the Contractor and shall recommend to the Owner the issuance of certificates in such amounts. The Architect's recommendations and/or certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Construction Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Construction Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Construction Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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

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

#### § 3.6.4 Submittals

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

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

§ 3.6.4.3 If the Contract Documents, including the Construction Documents, specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Construction Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information. The Contractor may, after exercising due diligence to locate required information, request from the Architect clarification or interpretation of the requirements of the Construction Documents. The Architect shall, with reasonable promptness, respond to such Contractor's requests for clarification or interpretation. However, if the information requested by the Contractor is apparent from field observations, is contained in the Construction Documents, Contract Documents or is reasonably inferable from them, the Architect shall so inform the Owner and ongoing, persistent occurrences shall give rise to a claim for Additional Services for the time and expense required to provide such information, pursuant to Article 4, below.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Construction Documents.

#### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Construction Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall review and comment upon, and upon the Owner's specific request, prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

#### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

Init.



- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 recommend the issuance of a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Construction Documents.

§ 3.6.6.2 The Architect’s inspections under this Section 3.6.6 shall be conducted with the Owner to check conformance of the Work with the requirements of the Construction Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

#### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

##### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Owner
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Not Provided
§ 4.1.1.11 Value analysis	Not Provided

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

**§ 4.1.2 Intentionally omitted.**

*(Paragraphs deleted)*

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

**§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b)

- contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
  - .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
  - .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
  - .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
  - .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
  - .9 Evaluation of the qualifications of entities providing bids or proposals;
  - .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
  - .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Visits to the site by the Architect during construction-Six (6) maximum
- .3 One ( 1 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Eighteen ( 18 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 Paragraph Omitted

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. While the Architect shall coordinate its own work with that of the professional services of all consultants on the Project whether retained by the Owner or Architect, this coordination shall not absolve or release contractors or other design professionals from complying with their respective standards of care. The Architect is not responsible for errors and omissions of consultants it does not retain. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The

Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work shall be prepared by the Owner, the Owner's cost estimator or the Contractor. If requested by the Owner, the Architect may review and comment upon such evaluations and estimates of the Owner's budget and/or estimates of the Cost of the Work. The Architect's review and comment represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Owner, the Owner's cost estimator or the Contractor shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Owner's, the Owner's cost estimator's or the Contractor's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed cost estimating services, the Contractor or cost estimator shall provide such services.

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

§ 6.5 If at any time the estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, upon the Owner's further request, the Architect may make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect and Contractor in making such adjustments.

### § 6.6

*(Paragraphs deleted)*

No fixed limit of Construction Cost has currently been established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget. However, if a fixed limit of Construction Cost is established and/or in the process of further establishing a Project Budget or estimated cost of construction, the Contractor shall review and price out the Plans and Specifications at **50% Design Development** and then again at **100% Design Development** so to advise the Owner and Architect of any adjustments to the preliminary estimate of Construction Cost. If the estimated Cost of Construction exceeds the Project Budget or Estimated Cost of Construction at these two (2) benchmarks, the Owner may direct the Architect to make revisions necessary to bring the Project into compliance with the Budget at no additional cost to the Owner. However, if the Owner has approved both the Design and the Estimate

at these two (2) benchmarks, further revisions to the design and documentation for elements of the Project which had previously been approved by the Owner, necessary to bring the Project into compliance with the budget, will be provided as additional services. Lastly, if the Architect introduces a new element to the design and documentation that had not been previously approved by the Owner, and this new element must be deleted or revised to conform to the previously approved budget, the Architect shall make such revisions at no additional cost to the Owner. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

**§ 6.7 Value Engineering and/or Owner Directed Changes.** If the Owner retains the services of a Value Engineer (VE) (whether it be a cost estimator, the contractor, the Owner itself or otherwise) to review the Construction Documents prepared by the Architect, it shall be at the Owner's sole expense and shall be performed in a timely manner so as not to delay the orderly progress of the Architect's services. The Owner shall promptly notify the Architect of the identity of the VE and shall define the VE's scope of services and responsibilities for the Architect. All recommendations of the VE and all Owner Requested Changes shall be given to the Architect for review, and adequate time will be provided for the Architect to respond to these recommendations. If the Architect objects to any recommendations made by the VE and/or any Owner Requested Changes, it shall so state in writing to the Owner, along with the reasons for objecting. If the Owner requires the incorporation of changes in the Construction Documents to which the Architect has objected, the Owner agrees, to the fullest extent permitted by law, to waive all claims against the Architect and to indemnify and hold harmless the Architect from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, which arise in connection with or as a result of the incorporation of such design changes required by the Owner. In addition, the Architect shall be compensated for services necessary to incorporate recommended value engineering changes and owner requested changes into reports, drawings, specifications, bidding or other documents.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** The Architect grants to the Owner a revocable, nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** The Instruments of Services are for use on this Project only. The Owner shall not reuse the Instruments of Service for any other project without the prior written consent of Architect. If the Instruments of Service are used on any other project or are modified without the prior written consent of Architect, the Owner shall defend, indemnify and hold harmless Architect from all claims and damages arising out of or purported to arise out of the modification or the use of the Instruments of Service on the other second project. Further, all ownership rights and/or license rights to the Construction Documents, Instruments of Service or Project Documents are granted solely to Owner. In the event the Owner uses or modifies the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses or modifications. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity arising from the Owner's use or modification of the Instruments of

Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if there has been a determination that the Owner rightfully terminated this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner and the Architect each binds itself, its successors, assigns and legal representatives to the other party hereto and to the successors, assignees and legal representatives of such party in respect to all covenants, agreements and obligations contained in the Agreement. The Owner may transfer, sell or assign these rights to any third party with the Architect's prior consent. The Owner's right to transfer, sell, or assign these rights to any third party, including any future owner of the Project, shall be conditioned upon acceptance of the terms and conditions herein by the new owner unless the new owner is an entity which is related to the Owner.

**§ 7.5** Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

**§ 7.6** If the Architect is terminated or is not allowed to complete all the services called for by this Agreement through no fault of its own or through an assignment of this Agreement to a Purchaser, the Architect shall not be held responsible for the accuracy, completeness or constructability of the Instruments of Service prepared by the Architect if used, changed or completed by the Owner or by another party. Furthermore, if the Owner decides to complete the project through the use of another design professional and uses the Instruments of Service, Owner agrees to the following conditions:

***If during the Design Phases:*** (i) Architect will remove its name from the Instruments of Service; (ii) Owner waives all claims against Architect related to the use of the Instruments of Service or in any way connected with the Project; (iii) Owner will defend, indemnify and hold harmless the Architect for any claims, liabilities or damages arising out of or related to the use of the Instruments of Service or in any way connected with the Project; and (iv) all invoices due the Architect must be paid in full.

***If during the Construction Phase:*** (i) Owner waives all claims against Architect related to the use of the Instruments of Service or in any way connected with the Project except to the extent caused by Architect's sole negligence or willful misconduct; (ii) Owner will defend, indemnify and hold harmless the Architect for any claims, liabilities or damages arising out of or related to the use of the Instruments of Service or in any way connected with the Project except to the extent caused by Architect's negligence or willful misconduct; and (iii) all invoices due the Architect must be paid in full.

**§ 7.7** The Architect's Instruments of Service hereunder are the printed hardcopy drawings and specifications issued for the Project, whereas, the electronic media, including CAD files, are tools for preparation. In the event of a conflict, however, the printed copies take precedence over the electronic media. The Architect shall retain ownership of the electronic media. The Owner is granted a license for its use, but only in the operation and maintenance of the Project. Use of the materials for modification, extension, or expansion of this Project or any other Project by any entity other than the Architect shall not be allowed. Because the data stored in the electronic media form can be altered, either intentionally, un-intentionally, by transcription, machine error, environment factors, or by operations, it is agreed that the Owner shall indemnify, defend, save harmless the Architect, its Officers, Employees and Consultants from and against any and all claims, liabilities, damages, losses and costs, including but not limited to costs of defense, arising out of changes or modification of the data in electronic media form in the Owner's possession or released to others by the Owner and for any use of the electronic media drawings and specifications outside the license granted by the provision.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights

as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. Consequential damages include, but are not limited to, loss of use and loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

## § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

## § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.



§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### § 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven (7) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. Should the Owner fail to cure the breach following a suspension, Architect may terminate this Agreement upon an additional seven (7) days' notice.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than thirty (30) days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:  
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

As agreed upon by both parties

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

As agreed upon by both parties

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction. However, in the event of any conflict between the terms and conditions of this Agreement and the A201, the terms and conditions of this Agreement shall govern and control.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project or an Owner-related entity if the lender or Owner-related entity agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment. The Architect shall execute such consents reasonably required to facilitate such assignment; provided that such consents do not increase the Architect's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance. The Owner may also assign this Agreement to any other person or entity ("Purchaser") with the Architect's prior written consent, such consent not to be unreasonably withheld. If the Architect objects to any such proposed assignment, and/or this Agreement or Architect's services are terminated as a result of such an assignment, the Purchaser may nevertheless enjoy the benefits of the license of the Architect's Instruments of Service subject to the requirements of Section 7.4 above.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement. Architect shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might increase the Architect's risk or the availability or cost of its professional or general liability insurance. As used herein, the word "certify" and/or "certificates" shall mean an expression of the Architect's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the Architect.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect. The Architect's services under this Agreement are being performed solely for the Owner's benefit, and no other party or entity shall have any claim against the Architect because of this Agreement or the performance or nonperformance of services hereunder.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. In the event the Architect or any other party encounters any hazardous materials, or should it become known to the Architect that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Architect's services, the Architect may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Owner retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. Architect shall not be responsible for locating or abating any hazardous materials.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. These provisions shall not apply to information in whatever form that is in the public domain, or was previously known to and/or generated by the Architect.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

#### § 10.10 Indemnification.

A. To the fullest extent permitted by law, the Architect hereby agrees as follows:

.1 with regard to the professional services performed and to be performed hereunder by or through the Architect, Architect agrees, to the fullest extent permitted by law, to indemnify and hold the Owner harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the proportionate extent that Claims are caused by Architect's negligent services or willful misconduct. The Architect shall not have an upfront duty to defend the Owner but shall reimburse reasonable defense fees and costs to the extent a Claim is determined to have been caused by the negligence or willful misconduct of Architect, or as the parties otherwise agree in settlement. The indemnity obligations provided under this section shall only apply to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence or willful misconduct of Architect. These indemnity obligations shall not apply to the extent said Claims arise out of, pertain to,

or relate to the negligence of Owner or Owner's other agents, other servants, or other independent contractors, including the contractor, subcontractors of contractor or other consultants of Owner, or others who are directly responsible to Owner, or for defects in design or construction furnished by those persons; and

.2 with regard to any acts or omissions of the Architect in connection with this Agreement which do not comprise professional services, the Architect further agrees to indemnify, defend and hold harmless the Owner from and against any and all claims, demand actions, causes of action, losses, liabilities, costs, reasonable attorneys' fees and litigation expenses, and specifically including claims of negligence and breach of contract (all of the foregoing being hereinafter individually and collectively called "claims") provided that any such claim is attributable to bodily injury, death, or property damage suffered or incurred by, or asserted against, the Indemnified Parties to the extent, but only to the extent, that the claims are the result of any negligent act or omission by the Architect, its consultants or subconsultants or anyone for whom the Architect is responsible under this agreement, excluding, however, bodily injury, death or property damage arising out of the rendering or failure to render any professional services by the Architect (which is covered by Section 10.10.A.1 above).

B. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold Architect harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Owner's willful misconduct or negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Owner is legally liable.

C. Neither Owner nor Architect shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or willful misconduct.

**§ 10.11 Limitation of Liability.** In recognition of the relative risks and benefits of the Project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect to the Owner for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect to the Owner shall not exceed the Architect's insurance coverage available at the time of settlement or judgment. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, except for acts of willful misconduct or unless otherwise prohibited by law.

**§ 10.12 Sole Remedy.** It is intended by the parties to this Agreement that the Owner's obligations and Architect's services in connection with the Project shall not subject the Owner's or the Architect's individual shareholders, employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Owner and Architect agree that as the sole and exclusive remedy against the other, any claim, demand or suit shall be directed and/or asserted only against the business entities that are the parties to this Agreement and not against any of the Owner's or Architect's individual shareholders, employees, officers or directors except for acts of willful misconduct or as otherwise prohibited by law.

## ARTICLE 11 COMPENSATION

**§ 11.1** For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum (See Exhibit B for fee breakdown by discipline)  
(Insert amount)

(Paragraphs deleted) \$159,550.00

**§ 11.2** For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Not Applicable

Init.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

As agreed upon by both parties

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Fifteen percent ( 15 %),

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	\$6,300.00
Design Development Phase	\$8,200.00
Construction Documents Phase	\$90,275.00
Permitting Phase	\$9,150.00
<i>(Row deleted)</i>	
Bidding Phase	\$7,925.00
Construction Administration	\$35,800.00
Post Construction Administration	\$1,900.00
<hr/>	<hr/>
Total Basic Compensation	\$159,550.00

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

<b>Employee or Category</b>	<b>Rate (\$0.00)</b>
Principal	\$275.00
Interior Design Director	\$175.00
Project Manager	\$175.00
Project Architect	\$150.00
Construction Administration	\$125.00
Project Professional III	\$150.00
Project Professional II	\$125.00
Project Professional I	\$100.00
Draftsperson	\$ 85.00
Administration III	\$125.00
Administration II	\$100.00
Administration I	\$ 75.00

**§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect’s consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus Fifteen percent ( 15 %) of the expenses incurred.

**§ 11.9 Architect’s Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:  
*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

As agreed upon by both parties

**§ 11.10 Payments to the Architect**

**§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of Zero ( \$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

*(Paragraph deleted)*

**§ 11.10.1.2.** Paragraph Omitted

**§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid Forty-Five ( 45 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
*(Insert rate of monthly or annual interest agreed upon.)*

One % 1

**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect’s compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. If the Owner objects to any portion of an invoice, the Owner shall so notify the Architect in writing within fifteen (15) calendar days of receipt of the invoice. The Owner shall identify in writing the specific cause of the disagreement and the amount in dispute with supporting documentation and shall pay that portion of the invoice not in dispute in

accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within twenty-five (25) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days thereafter in accordance with the Dispute Resolution provision of this Agreement.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

Not Applicable

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

(Paragraph deleted)

- .2 Exhibits:  
(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit B-Fee Breakdown

- .4 Other documents:  
(List other documents, if any, forming part of the Agreement.)


This Agreement entered into as of the day and year first written above.

**OWNER**

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
(Printed name and title)

**ARCHITECT**  
ethos three Architecture

  
\_\_\_\_\_  
ARCHITECT (Signature)

John Lopeman, AIA, Principal  
\_\_\_\_\_  
(Printed name, title, and license number, if required)

Init.

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User Notes:

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# **Additions and Deletions Report for** **AIA® Document B101® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:03:42 ET on 11/27/2023.

## **PAGE 1**

**AGREEMENT** made as of the 21 day of November in the year 2023

...

Somerset Academy of Nevada  
6630 Surrey Street  
Las Vegas, Nevada 89119  
(702)431-6260

...

Ballard Architecture, a Nevada professional corporation  
dba "ethos three ARCHITECTURE"  
8985 S. Eastern Avenue, Suite 220  
Las Vegas, NV 89123  
Telephone Number: 702-456-1070  
Fax Number: 702-456-7020

...

Somerset Academy Sky Pointe Elementary School Addition  
7038 Sky Pointe Drive  
Las Vegas, Nevada 89131  
(702)478-8888

## **PAGE 2**

§ 1.1 This Agreement is based on the Initial Information set forth in this Section ~~1.1~~1.1

...

2600 sf addition to the existing elementary school including a single classroom and offices. Minor remodel in the interior of the existing building and converting existing classroom to offices.

...

This expansion will include 2600 sf Addition; 700 sf Remodel.

...

To be determined



To be determined

...

To be determined

...

To be determined

...

Not Applicable

...

Design, Bid, Build

...

Not Applicable

...

Gary McClain  
6630 Surrey Street  
Las Vegas, Nevada 89119  
(702)431-6260  
Gary.McClain@academicanv.com

...

To be determined

...

Terracon Consultants, INC  
750 Pilot Road, Suite F  
Las Vegas, Nevada 89119

**.2** Civil Engineer:

**.3**—Other, if any:

John Lopeman, AIA, Principal  
8985 South Eastern Avenue, Suite 220  
Las Vegas, Nevada 89123  
jclopeman@ethosthree.com

...

.1 ~~Structural~~ Civil Engineer:

LOCHSA Engineer  
6345 South Jones Boulevard, Suite 100  
Las Vegas, Nevada, 89118  
(702)365-9312

~~.2 Mechanical~~ .2 Mechanical, Electrical, Plumbing Engineer:

Harris Consulting Engineers  
680 Pilot Road, Suite A  
Las Vegas, NV 89119  
(702)269-1575

.3 ~~Electrical~~ Structural Engineer:

MA Engineering  
3281 S. Highland Drive # 813  
Las Vegas, Nevada 89109  
(702)735-2777

...

None

...

None  
**PAGE 5**

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties ~~will~~ may use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

...

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect makes no warranty, express or implied, as to its professional services rendered under this Agreement.

...

§ 2.5.1 Commercial General Liability covering the Architect as named insured with policy limits of not less than Two Million Dollars (\$ 2,000,000.) for each occurrence and Four Million Dollars (\$ 4,000,000.) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

**§ 2.5.5** Employers' Liability with policy limits not less than One Million (\$ 1,000,000.00 ) each accident, One Million (\$ 1,000,000.00 ) each employee, and One Million Dollars (\$ 1,000,000.) policy limit.

**§ 2.5.6** Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Million Dollars (\$ 5,000,000 ) per claim and Five Million Dollars (\$ 5,000,000 ) in the aggregate. Such coverage is written on a claims-made basis with defense costs and expenses "within limits" (i.e. declining limits policy). The Architect agrees to maintain this insurance for a period of at least four (4) years after Substantial Completion of the Project, provided that such coverage is reasonably available at commercially affordable premiums.

**PAGE 6**

**§2.5.9** To the fullest extent permitted by law and without voiding or impairing the coverage afforded by the insurance required hereunder, Architect, on its own behalf and Owner, on its own behalf, hereby waive against each other, all rights of recovery, whether under subrogation or otherwise, for loss, damage and/or liability to the extent covered by the insurance policies required to be maintained by either Architect or Owner hereunder. It shall be required that all such insurance policies shall contain an express written waiver of all rights of recovery, whether under subrogation or otherwise. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.

...

**§ 3.1.4** The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval. Owner and Architect are aware that many factors outside the Architect's control may affect the Architect's ability to complete the services to be provided under this Agreement. The architect will perform these services with reasonable diligence and expediency consistent with sound professional practices Owner agrees that the Architect is not responsible for damages arising directly or indirectly from any delays for causes beyond the Architect's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by the Owner or the Owner's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

**§ 3.1.5** The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

**§ 3.1.6** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

**§ 3.1.7** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. This service is limited to the City of Las Vegas Building Department and Southern Nevada Health District. Approvals required beyond these jurisdictions will be obtained as Additional Services per Article 4.

**§ 3.1.8** The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. The Architect shall comply with applicable laws, codes and regulations in effect as of the date of submission to building authorities. Design changes made necessary by newly enacted laws, codes and regulations after

this date shall entitle the Architect to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement. In addition, the Architect shall be entitled to rely reasonably on interpretations and approvals given by government officials with responsibility for enforcing such laws, codes, and regulations and shall not be responsible for changes made by such officials to interpretations or approvals previously given.

§ 3.1.9 Owner acknowledges and agrees that the Americans with Disabilities Act (ADA) requirements may be subject to different interpretations, legal or otherwise, that the Architect cannot, and does not guarantee compliance, and that the Architect's application and use of the technical requirements of the ADA Accessibility Guidelines, current as of the day of this agreement, in preparing the Architect's services is a matter of professional judgment. The Architect's services shall be limited to the application and incorporation of the technical requirements of the ADA Accessibility Guidelines, current as of the date of this Agreement into the Project, pursuant to the applicable standard of care. In addition, the Architect shall be entitled to rely reasonably on written interpretations and specific approvals regarding the disability requirements given by government officials with responsibility for enforcing such ADA Requirements.

§ 3.1.10 Existing Conditions. To the extent that any portion of this Project involves the remodeling, rehabilitation of or tie-in with an existing structure, the Owner shall furnish, at the Owner's expense, all information, requirements, reports, data, and instructions required by this Agreement. The Architect may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof, subject to the limitations contained within such documentation, in addition to its own visual observation of the existing structure. The Architect cannot be held responsible for errors in reports or existing conditions in documents or reports that were not prepared by Architect or its consultants, which cannot be visually/physically verified. The Architect shall notify the Owner of any materially significant assumption it is making within its design which conflicts from information provided by the Owner. Furthermore, to the extent that any portion of this Project involves the remodeling, rehabilitation of or tie-in with an existing structure, and there is any concern about mold, moisture or mildew, the Owner shall authorize Architect to retain moisture and mold consultant(s) as additional services as may be reasonably required for the discovery, evaluation and remediation of existing water intrusion, moisture and/or mold conditions.

§ 3.1.11 The parties agree that this Agreement does not establish a joint venture, employment or agency relationship. Nothing contained in this Agreement or any action by Architect shall be construed to impose a fiduciary duty on Architect or create a fiduciary relationship between Architect and the Owner or between Architect and any third party.

**PAGE 8**

§ 3.2.6 The Architect-Owner's cost estimator or the Contractor, if either are so retained at this phase, shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

...

§ 3.3.2 The Architect-Owner's cost estimator or the Contractor, if either are so retained at this phase, shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

**PAGE 9**

§ 3.4.3 During the development of the Construction Documents, the Architect shall Architect, upon the Owner's specific written request at that time, may assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect-Owner's cost estimator or the Contractor, if either are so retained at this phase, shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

...

The Architect shall Upon the specific request of the Owner, The Architect may assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; ~~and, and~~ (4) awarding and preparing contracts for construction.

### **3.5.2 Competitive Bidding**

**3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**3.5.2.2** The Architect shall assist the Owner in bidding the Project by:

- 1) facilitating the distribution of Bidding Documents to prospective bidders.
- 2) organizing and conducting a pre-bid conference for prospective bidders.
- 3) preparing responses to questions from prospective bidders and providing clarifications and interpretations of Bidding Documents to the prospective bidders in the form of addenda.
- 4) organizing and conducting the opening of the bids subsequently documenting and distributing the bidding results as directed by the Owner.

**3.5.2.3** If the bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### **§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by:

- .1 — facilitating the distribution of Bidding Documents to prospective bidders;
- .2 — organizing and conducting a pre-bid conference for prospective bidders;
- .3 — preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 — organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### **§ 3.5.3 Negotiated Proposals**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

**§ 3.5.3.2** The Architect shall assist the Owner in obtaining proposals by:

- .1 — facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 — organizing and participating in selection interviews with prospective contractors;
- .3 — preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 — participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

**§ 3.5.3.3** If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

...

§ 3.6.1.1 The Architect shall provide ~~administration of the Contract between the Owner and the Contractor~~ Construction Phase services as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for ~~Construction-Construction~~, if the A201 is used on this Project. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. Furthermore, in the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the A201, General Conditions of the Contract for Construction, the terms and conditions of this Agreement shall govern and control.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the ~~Contract-Construction~~ Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect ~~issues-recommends the issuance of the~~ final Certificate for Payment.

PAGE 10

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the ~~Contract-Construction~~ Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the ~~Contract-Construction~~ Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to recommend that the Owner reject Work that does not conform to the ~~Contract-Construction~~ Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to recommend that the Owner require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the ~~Contract-Construction~~ Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the ~~Contract-Construction~~ Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the ~~Contract-Construction~~ Documents.

...

§ 3.6.3.1 The Architect shall review and certify-comment upon to the Owner regarding the amounts due the Contractor and shall issue-recommend to the Owner the issuance of certificates in such amounts. The Architect's recommendations and/or certification for payment shall constitute a representation to the Owner, based on the

Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the ~~Contract~~ Construction Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the ~~Contract~~ Construction Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the ~~Contract~~ Construction Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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

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

§ 3.6.4.3 If the ~~Contract Documents~~ Documents, including the Construction Documents, specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the ~~Contract~~ Construction Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the ~~Contract~~ Construction Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information. The Contractor may, after exercising due diligence to locate required information, request from the Architect clarification or interpretation of the requirements of the Construction Documents. The Architect shall, with reasonable promptness, respond to such Contractor's requests for clarification or interpretation. However, if the information requested by the Contractor is apparent from field observations, is contained in the Construction Documents, Contract Documents or is reasonably inferable from them, the Architect shall so inform the Owner and ongoing, persistent occurrences shall give rise to a claim for Additional Services for the time and expense required to provide such information, pursuant to Article 4, below.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the ~~Contract~~ Construction Documents.

...

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the ~~Contract~~ Construction Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time.

Subject to Section 4.2, the Architect shall review and comment upon, and upon the Owner’s specific request, prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.

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- 4 ~~issue~~ recommend the issuance of a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the ~~Contract~~ Construction Documents.

§ 3.6.6.2 The Architect’s inspections under this Section 3.6.6 shall be conducted with the Owner to check conformance of the Work with the requirements of the ~~Contract~~ Construction Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

...

§ 4.1.1.1	Programming	<u>Owner</u>
§ 4.1.1.2	Multiple preliminary designs	<u>Not Provided</u>
§ 4.1.1.3	Measured drawings	<u>Not Provided</u>
§ 4.1.1.4	Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.5	Site evaluation and planning	<u>Architect</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8	Civil engineering	<u>Architect</u>
§ 4.1.1.9	Landscape design	<u>Not Provided</u>
§ 4.1.1.10	Architectural interior design	<u>Not Provided</u>
§ 4.1.1.11	Value analysis	<u>Not Provided</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>
§ 4.1.1.13	On-site project representation	<u>Not Provided</u>
§ 4.1.1.14	Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.15	As-designed record drawings	<u>Not Provided</u>
§ 4.1.1.16	As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18	Facility support services	<u>Not Provided</u>
§ 4.1.1.19	Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20	Architect’s coordination of the Owner’s consultants	<u>Not Provided</u>
§ 4.1.1.21	Telecommunications/data design	<u>Owner</u>
§ 4.1.1.22	Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.23	Commissioning	<u>Not Provided</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25	Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26	Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27	Historic preservation	<u>Not Provided</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Not Provided</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.30	Other Supplemental Services	<u>Not Provided</u>



§ 4.1.2 Description of Supplemental Services Intentionally omitted.

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

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1. Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
2. ~~(—) visits~~ Visits to the site by the Architect during ~~construction~~ construction-Six (6) maximum
3. One ( 1 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
4. One ( 1 ) inspections for any portion of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within Eighteen ( 18 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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§ 5.7 ~~If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.~~ Paragraph Omitted

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. While the Architect shall coordinate its own work with that of the professional services of all consultants on the Project whether retained by the Owner or Architect, this coordination shall not absolve or release contractors or other design professionals from complying with their respective standards of care. The Architect is not responsible for errors and omissions of consultants it does not retain. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

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§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and ~~shall~~ may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, ~~prepared by the Architect, Work shall be prepared by the Owner, the Owner's cost estimator or the Contractor. If requested by the Owner, the Architect may review and comment upon such evaluations and estimates of the Owner's budget and/or estimates of the Cost of the Work. The Architect's review and comment represent the Architect's~~

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

~~§ 6.3~~ In preparing estimates of the Cost of Work, ~~the Architect~~Owner, the Owner's cost estimator or the Contractor shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to ~~recommend~~make reasonable adjustments in the program and scope of the Project; and to include ~~design alternates in~~the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. ~~The Architect's budget for the Cost of the Work. The Owner's, the Owner's cost estimator's or the Contractor's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.~~cost estimating services, the Contractor or cost estimator shall provide such services.

...

~~§ 6.5~~ If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, ~~the Architect shall upon~~the Owner's further request, the Architect may make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect and Contractor in making such adjustments.

~~§ 6.6~~ If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- ~~1~~ 1 give written approval of an increase in the budget for the Cost of the Work;
  - ~~2~~ 2 authorize rebidding or renegotiating of the Project within a reasonable time;
  - ~~3~~ 3 terminate in accordance with Section 9.5;
  - ~~4~~ 4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
  - ~~5~~ 5 implement any other mutually acceptable alternative.
- ~~No fixed limit of Construction Cost has currently been established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget. However, if a fixed limit of Construction Cost is established and/or in the process of further establishing a Project Budget or estimated cost of construction, the Contractor shall review and price out the Plans and Specifications at 50% Design Development and then again at 100% Design Development so to advise the Owner and Architect of any adjustments to the preliminary estimate of Construction Cost. If the estimated Cost of Construction exceeds the Project Budget or Estimated Cost of Construction at these two (2) benchmarks, the Owner may direct the Architect to make revisions necessary to bring the Project into compliance with the Budget at no additional cost to the Owner. However, if the Owner has approved both the Design and the Estimate at these two (2) benchmarks, further revisions to the design and documentation for elements of the Project which had previously been approved by the Owner, necessary to bring the Project into compliance with the budget, will be provided as additional services. Lastly, if the Architect introduces a new element to the design and documentation that had not been previously approved by the Owner, and this new element must be deleted or revised to conform to the previously approved budget, the Architect shall make such revisions at no additional cost to the Owner. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.~~

~~§ 6.7~~ If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.**Value Engineering and/or Owner Directed Changes.** If the Owner retains the services of a Value Engineer (VE) (whether it be a cost estimator, the contractor, the Owner itself or otherwise) to review the Construction

Documents prepared by the Architect, it shall be at the Owner's sole expense and shall be performed in a timely manner so as not to delay the orderly progress of the Architect's services. The Owner shall promptly notify the Architect of the identity of the VE and shall define the VE's scope of services and responsibilities for the Architect. All recommendations of the VE and all Owner Requested Changes shall be given to the Architect for review, and adequate time will be provided for the Architect to respond to these recommendations. If the Architect objects to any recommendations made by the VE and/or any Owner Requested Changes, it shall so state in writing to the Owner, along with the reasons for objecting. If the Owner requires the incorporation of changes in the Construction Documents to which the Architect has objected, the Owner agrees, to the fullest extent permitted by law, to waive all claims against the Architect and to indemnify and hold harmless the Architect from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, which arise in connection with or as a result of the incorporation of such design changes required by the Owner. In addition, the Architect shall be compensated for services necessary to incorporate recommended value engineering changes and owner requested changes into reports, drawings, specifications, bidding or other documents.

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**§ 7.3** The Architect grants to the Owner a revocable, nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** The Instruments of Services are for use on this Project only. The Owner shall not reuse the Instruments of Service for any other project without the prior written consent of Architect. If the Instruments of Service are used on any other project or are modified without the prior written consent of Architect, the Owner shall defend, indemnify and hold harmless Architect from all claims and damages arising out of or purported to arise out of the modification or the use of the Instruments of Service on the other second project. Further, all ownership rights and/or license rights to the Construction Documents, Instruments of Service or Project Documents are granted solely to Owner. In the event the Owner uses or modifies the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses, uses or modifications. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise arising from the Owner's use or modification of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates there has been a determination that the Owner rightfully terminated this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants, and the Architect each binds itself, its successors, assigns and legal representatives to the other party hereto and to the successors, assignees and legal representatives of such party in respect to all covenants, agreements and obligations contained in the Agreement. The Owner may transfer, sell or assign these rights to any third party with the Architect's prior consent. The Owner's right to transfer, sell, or assign these rights to any third party, including any future owner of the Project, shall be conditioned upon acceptance of the terms and conditions herein by the new owner unless the new owner is an entity which is related to the Owner.

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**§ 7.6** If the Architect is terminated or is not allowed to complete all the services called for by this Agreement through no fault of its own or through an assignment of this Agreement to a Purchaser, the Architect shall not be held responsible for the accuracy, completeness or constructability of the Instruments of Service prepared by the Architect if used, changed or completed by the Owner or by another party. Furthermore, if the Owner decides to complete the

project through the use of another design professional and uses the Instruments of Service, Owner agrees to the following conditions:

**If during the Design Phases:** (i) Architect will remove its name from the Instruments of Service; (ii) Owner waives all claims against Architect related to the use of the Instruments of Service or in any way connected with the Project; (iii) Owner will defend, indemnify and hold harmless the Architect for any claims, liabilities or damages arising out of or related to the use of the Instruments of Service or in any way connected with the Project; and (iv) all invoices due the Architect must be paid in full.

**If during the Construction Phase:** (i) Owner waives all claims against Architect related to the use of the Instruments of Service or in any way connected with the Project except to the extent caused by Architect's sole negligence or willful misconduct; (ii) Owner will defend, indemnify and hold harmless the Architect for any claims, liabilities or damages arising out of or related to the use of the Instruments of Service or in any way connected with the Project except to the extent caused by Architect's negligence or willful misconduct; and (iii) all invoices due the Architect must be paid in full.

**§ 7.7** The Architect's Instruments of Service hereunder are the printed hardcopy drawings and specifications issued for the Project, whereas, the electronic media, including CAD files, are tools for preparation. In the event of a conflict, however, the printed copies take precedence over the electronic media. The Architect shall retain ownership of the electronic media. The Owner is granted a license for its use, but only in the operation and maintenance of the Project. Use of the materials for modification, extension, or expansion of this Project or any other Project by any entity other than the Architect shall not be allowed. Because the data stored in the electronic media form can be altered, either intentionally, un-intentionally, by transcription, machine error, environment factors, or by operations, it is agreed that the Owner shall indemnify, defend, save harmless the Architect, it's Officers, Employees and Consultants from and against any and all claims, liabilities, damages, losses and costs, including but not limited to costs of defense, arising out of changes or modification of the data in electronic media form in the Owner's possession or released to others by the Owner and for any use of the electronic media drawings and specifications outside the license granted by the provision.

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**§ 8.1.3** The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. Consequential damages include, but are not limited to, loss of use and loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

...

Litigation in a court of competent jurisdiction

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**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven (7) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. Should the Owner fail to cure the breach following a suspension, Architect may terminate this Agreement upon an additional seven (7) days' notice.

...

§ 9.4 Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than ~~seven-thirty~~ (30) days' written notice to the Architect for the Owner's convenience and without cause.

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As agreed upon by both parties

...

As agreed upon by both parties

...

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction. However, in the event of any conflict between the terms and conditions of this Agreement and the A201, the terms and conditions of this Agreement shall govern and control.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project or an Owner-related entity if the lender or Owner-related entity agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment. The Architect shall execute such consents reasonably required to facilitate such assignment; provided that such consents do not increase the Architect's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance. The Owner may also assign this Agreement to any other person or entity ("Purchaser") with the Architect's prior written consent, such consent not to be unreasonably withheld. If the Architect objects to any such proposed assignment, and/or this Agreement or Architect's services are terminated as a result of such an assignment, the Purchaser may nevertheless enjoy the benefits of the license of the Architect's Instruments of Service subject to the requirements of Section 7.4 above.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement. Architect shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might increase the Architect's risk or the availability or cost of its professional or general liability insurance. As used herein, the word "certify" and/or "certificates" shall mean an expression of the Architect's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the Architect.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect. The Architect's services under this Agreement are being performed solely for the Owner's benefit, and no other party or entity shall have any claim against the Architect because of this Agreement or the performance or nonperformance of services hereunder.

§ 10.6 ~~Unless otherwise required in this Agreement, the~~ The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. In the event the Architect or any other party encounters any hazardous materials, or should it become known to the Architect that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Architect's services, the Architect may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Owner retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants

that the jobsite is in full compliance with all applicable laws and regulations. Architect shall not be responsible for locating or abating any hazardous materials.

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**§ 10.8** If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. These provisions shall not apply to information in whatever form that is in the public domain, or was previously known to and/or generated by the Architect.

...

#### **§ 10.10 Indemnification.**

A. To the fullest extent permitted by law, the Architect hereby agrees as follows:

.1 with regard to the professional services performed and to be performed hereunder by or through the Architect, Architect agrees, to the fullest extent permitted by law, to indemnify and hold the Owner harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the proportionate extent that Claims are caused by Architect's negligent services or willful misconduct. The Architect shall not have an upfront duty to defend the Owner but shall reimburse reasonable defense fees and costs to the extent a Claim is determined to have been caused by the negligence or willful misconduct of Architect, or as the parties otherwise agree in settlement. The indemnity obligations provided under this section shall only apply to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence or willful misconduct of Architect. These indemnity obligations shall not apply to the extent said Claims arise out of, pertain to, or relate to the negligence of Owner or Owner's other agents, other servants, or other independent contractors, including the contractor, subcontractors of contractor or other consultants of Owner, or others who are directly responsible to Owner, or for defects in design or construction furnished by those persons; and

.2 with regard to any acts or omissions of the Architect in connection with this Agreement which do not comprise professional services, the Architect further agrees to indemnify, defend and hold harmless the Owner from and against any and all claims, demand actions, causes of action, losses, liabilities, costs, reasonable attorneys' fees and litigation expenses, and specifically including claims of negligence and breach of contract (all of the foregoing being hereinafter individually and collectively called "claims") provided that any such claim is attributable to bodily injury, death, or property damage suffered or incurred by, or asserted against, the Indemnified Parties to the extent, but only to the extent, that the claims are the result of any negligent act or omission by the Architect, its consultants or subconsultants or anyone for whom the Architect is responsible under this agreement, excluding, however, bodily injury, death or property damage arising out of the rendering or failure to render any professional services by the Architect (which is covered by Section 10.10.A.1 above).

B. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold Architect harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Owner's willful misconduct or negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Owner is legally liable.

C. Neither Owner nor Architect shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or willful misconduct.

**§ 10.11 Limitation of Liability.** In recognition of the relative risks and benefits of the Project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect to the Owner for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect to the Owner shall not exceed the Architect's insurance coverage available at the time of settlement or judgment. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, except for acts of willful misconduct or unless otherwise prohibited by law.

**§ 10.12 Sole Remedy.** It is intended by the parties to this Agreement that the Owner's obligations and Architect's services in connection with the Project shall not subject the Owner's or the Architect's individual shareholders, employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Owner and Architect agree that as the sole and exclusive remedy against the other, any claim, demand or suit shall be directed and/or asserted only against the business entities that are the parties to this Agreement and not against any of the Owner's or Architect's individual shareholders, employees, officers or directors except for acts of willful misconduct or as otherwise prohibited by law.

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.1 Stipulated Sum (See Exhibit B for fee breakdown by discipline)

...

.2 Percentage Basis  
 — (Insert percentage value)

— ( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other  
 — (Describe the method of compensation) \$159,550.00

...

Not Applicable  
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As agreed upon by both parties

**§ 11.4** Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (—%), or as follows:  
 (Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.) Fifteen percent ( 15 %),

...

Schematic Design Phase	<u>\$6,300.00</u>	percent	(%)
		t-(	
Design Development Phase	<u>\$8,200.00</u>	percent	(%)
		t-(	
Construction Documents Phase	<u>\$90,275.00</u>	percent	(%)
		t-(	
Procurement/Permitting Phase	<u>\$9,150.00</u>	percent	(%)
		t-(	
Construction Phase		percent	(%)
Bidding Phase	<u>\$7,925.00</u>		
Construction Administration	<u>\$35,800.00</u>		
Post Construction Administration	<u>\$1,900.00</u>		
<b>Total Basic Compensation</b>	<b><u>one hundred \$159,550.00</u></b>	percent	100 (%)
		t-(	

...

<u>Principal</u>	<u>\$275.00</u>
<u>Interior Design Director</u>	<u>\$175.00</u>

<u>Project Manager</u>	<u>\$175.00</u>
<u>Project Architect</u>	<u>\$150.00</u>
<u>Construction Administration</u>	<u>\$125.00</u>
<u>Project Professional III</u>	<u>\$150.00</u>
<u>Project Professional II</u>	<u>\$125.00</u>
<u>Project Professional I</u>	<u>\$100.00</u>
<u>Draftsperson</u>	<u>\$ 85.00</u>
<u>Administration III</u>	<u>\$125.00</u>
<u>Administration II</u>	<u>\$100.00</u>
<u>Administration I</u>	<u>\$ 75.00</u>

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Fifteen percent ( 15 %) of the expenses incurred.

...

As agreed upon by both parties

...

§ 11.10.1.1 An initial payment of Zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ —) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ 11.10.1.2. Paragraph Omitted

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-Five ( 45 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. If the Owner objects to any portion of an invoice, the Owner shall so notify the Architect in writing within fifteen (15) calendar days of receipt of the invoice. The Owner shall identify in writing the specific cause of the disagreement and the amount in dispute with supporting documentation and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within twenty-five (25) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days thereafter in accordance with the Dispute Resolution provision of this Agreement.

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Not Applicable

...



~~.2~~ AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

— (Insert the date of the E203-2013 incorporated into this agreement.)

~~.3~~ .2 Exhibits:

[ X ] Other Exhibits incorporated into this Agreement:

Exhibit B-Fee Breakdown

This Agreement entered into as of the day and year first written above.

**OWNER**

**ARCHITECT**

**ethos three Architecture**

John Lopeman, AIA, Principal

# EXHIBIT B - FEE SCHEDULE

CLIENT / OWNER: Gary McClain-Academica Nevada  
 PROJECT NAME: Somerset Sky Pointe ES Expansion  
 PROJECT #: 2023120  
 DATE: November 20, 2023

Discipline	Firm	Conceptual	Entitlement	SD	DD	CD	Permitting	Bidding	CA	Post CA	TOTAL
		Spent To Date	Planning Dept.	Schematic Design	Design Dev.	Constn Docs	---	---	Constn Admin	---	
Architecture & Interiors	ethos   three ARCHITECTURE	\$0.00	\$0.00	\$6,300.00	\$8,200.00	\$39,775.00	\$7,150.00	\$6,425.00	\$29,800.00	\$1,900.00	\$99,550.00
Survey Services	---	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Civil Engineering	LOCHSA	\$0.00	\$0.00	\$0.00	\$0.00	\$22,000.00	\$0.00	\$0.00	\$2,500.00	\$0.00	\$24,500.00
Drainage/Grading Plan	LOCHSA	\$0.00	\$0.00	\$0.00	\$0.00	\$11,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,000.00
Water Network Analysis	LOCHSA	\$0.00	\$0.00	\$0.00	\$0.00	\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,500.00
Structural Engineering	MAE	\$0.00	\$0.00	\$0.00	\$0.00	\$4,000.00	\$500.00	\$500.00	\$1,000.00	\$0.00	\$6,000.00
MPE Engineering	Harris Consulting Engineers	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00	\$1,500.00	\$1,000.00	\$2,500.00	\$0.00	\$15,000.00
Geotechnical Engineer	---	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Landscape	---	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
IECC Commissioning	---	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Permit Coordinator	---	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cost Estimator	---	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Door Hardware Inspection	---	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Legal Review	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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---	---	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
---	---	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Breakdown By Phase		\$0.00	\$0.00	\$6,300.00	\$8,200.00	\$90,275.00	\$9,150.00	\$7,925.00	\$35,800.00	\$1,900.00	\$159,550.00

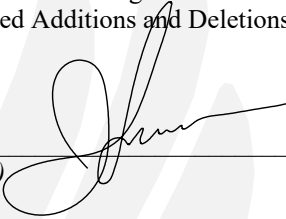
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# **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, John Lopeman, AIA, Principal, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:03:42 ET on 11/27/2023 under Order No. 4104246833 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

  
\_\_\_\_\_  
*(Signed)*

**Principal**  
\_\_\_\_\_  
*(Title)*

**11/21/2023**  
\_\_\_\_\_  
*(Dated)*

# SOMERSET ACADEMY OF LAS VEGAS

## SUPPORT SUMMARY

MEETING DATE: **NOVEMBER 30, 2023**  
AGENDA ITEM: **4f – UPDATE ON UPCOMING PROJECTS**  
NUMBER OF ENCLOSURES: **1**

**SUBJECT: UPCOMING PROJECTS**

**ACTION**  
 **CONSENT AGENDA**  
 **INFORMATION**

PRESENTER(S): **GARY McCLAIN**

PROPOSED WORDING FOR MOTION/ACTION:

FISCAL IMPACT: **NO**

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): **5-7 MINUTES**

BACKGROUND: **THE BOARD WILL DISCUSS UPCOMING PROJECTS FOR POSSIBLE APPROVAL.**

**Item 4. F. Update on upcoming projects (for action if needed)**

- SKY POINTE IMPROVEMENTS
  - o ROADWAY IMPROVEMENTS ON SKY POINTE
  - o PARKING LOT EXPANSION
  - o FIELD LIGHTS
  - o PERFORMING ARTS BUILDING
- LONE MOUNTAIN EXPANSION
  - o GYM + MIDDLE SCHOOL EXPANSION
- RESERVE PROJECTS THIS YEAR FY24

Year	Location/ Category		Project Description	Current Cost Est.	Annual Total
2024	Sky Pointe Campus - Mechanical Middle School	101	Exhaust Fan - Replace	\$7 250	
	Lone Mountain Campus - Mechanical	101	Exhaust Fan - Replace	\$7 250	
	Losee Campus - Mechanical Elementary	101	Exhaust Fan - Replace	\$7 250	
	Aliante Campus - Mechanical	101	Exhaust Fan - Replace	\$7 250	
	Losee Campus - Common Area	402	Asphalt - Preventive Maintenance	\$120 588	
	Skye Canyon Campus - Common Area	402	Asphalt - Preventive Maintenance	\$34 025	
	Aliante Campus - Common Area	402	Asphalt - Preventive Maintenance	\$36 475	
	Sky Pointe Campus - Mechanical Elementary School	710	Pumps - Replace	\$8 000	
	Sky Pointe Campus - Mechanical Elementary School	715	Plumbing/Piping Circulation Pumps - Replace	\$6 000	
	Sky Pointe Campus - Common Area	1302	Safety Padding - Replace	\$27 000	
	Losee Campus - Common Area	1302	Safety Padding - Replace	\$43 688	
	Losee Campus - Middle/High School	1501	Carpeting - Replace	\$111 700	
	Losee Campus - Common Area	1812	Artificial Turf- Replace	\$656 638	
	NLV Campus - Common Area	1814	Landscaping/Irrigation- Minor Renovate	\$8 750	\$1 081 863

- RESERVE EXPENDITURES 5 YEARS

Reserve expenditures FY24	\$	1,081,863
Reserve expenditures FY25	\$	1,557,556
Reserve expenditures FY26	\$	2,441,401
Reserve expenditures FY27	\$	1,960,596
Reserve expenditures FY28	\$	189,663
	\$	7,231,079