

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

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 September 16, 2015, beginning at 6:00 p.m. at 385 W. Centennial Parkway, North Las Vegas, Nevada 89084. The public is invited to attend.

Attached hereto is an agenda of all items scheduled to be considered. Unless otherwise stated, items may be taken out of the order presented on the agenda at the discretion of the Chairperson.

Reasonable efforts will be made to assist and accommodate physically handicapped persons desiring to attend or participate at the meeting. Any persons requiring assistance may call Kimberly Ballou at (702) 431-6260 in advance so that arrangements may be conveniently made.

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

AGENDA

September 16, 2015 Meeting of the Board of Directors of Somerset Academy of Las Vegas

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

1. Call to order and roll call. (For Possible Action).
2. Public Comment and Discussion. (No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken.).
3. Review and Approval of HVAC Service Provider. (For Possible Action.)
4. Review and Approval of Participation in the National School Lunch Program. (For Possible Action.)
5. Discussion Regarding Power Hour at the Lone Mountain Campus. (For Discussion.)
6. Review and Approval of Revised Progressive Discipline Policy. (For Possible Action.)
7. Review of Schools’ Financial Performance. (For Discussion.)
8. Acknowledgment of Resignation of Board Secretary Eric Elison and Board Member Amy Malone. (For Discussion.)
9. Discussion and Possible Action Regarding the Formation of a Committee for Board Member Search. (For Possible Action.)
10. Review and Approval of Revised Enrollment Policy. (For Possible Action.)
11. Discussion Regarding Kindergarten Enrollment Plans for the 2016/2017 School Year. (For Discussion.)
12. Review and Approval of Submission of Read by 3 Grant. (For Possible Action.)
13. Principal and Executive Director Reports. (For Discussion.)
14. Public Comments and Discussion. (For Discussion.)
15. Adjournment. (For Possible Action.)

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

- (1) 385 W. Centennial Parkway, North Las Vegas, Nevada 89084
- (2) 7038 Sky Pointe Drive, Las Vegas, Nevada 89131
- (3) 50 N. Stephanie St., Henderson, Nevada 89074
- (4) 4650 Losee Road, North Las Vegas, Nevada 89081
- (5) 4491 N. Rainbow Road, Las Vegas, Nevada 89108
- (5) North Las Vegas City Hall, 2200 Civic Center Dr., North Las Vegas, Nevada.
- (6) Henderson City Hall, 240 South Water Street, Henderson, Nevada.
- (7) Las Vegas City Hall, 495 S. Main St., Las Vegas, Nevada.
- (8) Academica Nevada, 1378 Paseo Verde Parkway, Suite 200, Henderson, Nevada 89012

SOMERSET ACADEMY OF LAS VEGAS

Supporting Document

Meeting Date: September 16, 2015
Agenda Item: 3 – Review and Approval of HVAC Service Provider.
Number of Enclosures:

SUBJECT: Review and Approval of HVAC Service Provider.

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

Presenter (s): Jake Smoot

Recommendation:

Proposed wording for motion/action:

Motion to Approve to approve _____ as the HVAC service provider for Somerset Academy of Las Vegas.

Fiscal Impact: N/A

Estimated Length of time for consideration (in minutes): 5-10 minutes

Background: A Request for Bid was sent out for HVAC services. As such, bids have been received and are being presented to the Board for consideration and selection.

Submitted By: Staff

HVAC Proposals for Somerset Academy

Company	NLV (Monthly)	Sky Pointe (Monthly)	Losee (Monthly)	Stephanie (Monthly)	Lone Mtn. (Monthly)	TOTAL YEARLY	2014-15 Expense
Comfort Masters	\$ 875.00	\$ 1,379.67	\$ 814.33	\$ 871.16	\$ 853.25	\$ 57,520.92	\$ 57,572.79
No Sweat Mechanical	\$ 825.00	\$ 1,578.75	\$ 1,415.00	\$ 857.50	\$ 840.00	\$ 66,195.00	
ABM	\$ 883.67	\$ 1,417.33	\$ 1,336.67	\$ 840.00	\$ 822.00	\$ 63,596.00	
ACR Mechanical	\$ 1,150.50	\$ 1,821.50	\$ 1,599.25	\$ 1,082.25	\$ 1,190.75	\$ 82,131.00	
Lawyer Mechanical	\$ 1,675.34	\$ 2,727.75	\$ 1,820.84	\$ 2,011.42	\$ 2,126.50	\$ 124,342.20	



MAINTENANCE AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS

Proposal Date	Proposal Number	Agreement No.
07/20/2015	PC 16040	

BY AND BETWEEN:

ABM Building Services, LLC.
 6480 Cameron, Suite 303
 Las Vegas, NV 89118
 Lic 57921, Lim \$1,000,000, (702) 260-7012

AND

Somerset Lone Mountain Campus
 c/o Academica Nevada
 1378 Paseo Verde Pkwy
 Suite 200, Henderson, NV 89012

hereinafter CONTRACTOR

hereinafter CUSTOMER

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):

4491 North Raionbow Las Vegas NV 89108

Contractor will provide the services described in the maintenance program indicated below, which are attached hereto and made a part of this Agreement, in accordance with the terms and conditions set forth on the following maintenance program pages.

MAINTENANCE PROGRAM:

Customized Professional Maintenance IV

and associated Terms and Conditions

AGREEMENT coverage will commence on November 01, 2015 (date). The AGREEMENT price is \$9,864.00 per year, payable \$2,466.00 per Quarter in advance beginning on the effective date of November 01, 2015.

IN WARRANTY ONLY: During the warranty, the AGREEMENT price will be _____ per _____. It is understood that the warranty expires on _____(date).

SCHEDULES INCLUDED:

- 1-Inventory of Equipment
- 2-Air Filter Service

This proposal is the property of Contractor and is provided for Customer's use only. Contractor guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This proposal will become a binding Agreement only after acceptance by Customer and approved by an officer of Contractor as evidenced by their signatures below. This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein. This annual Agreement shall continue in effect for 3 years unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date.

CONTRACTOR

CUSTOMER

Signature (Sales Representative) Justin Mott

Signature (Authorized Representative)

Approved For Contractor

Signature

Name (Print/Type)

Name & Title

Title

Date

Date



CUSTOMIZED PROFESSIONAL MAINTENANCE PROGRAM IV

Proposal Date	Proposal Number	Agreement No.
07/20/2015	PC 16040	

CONTRACTOR WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT):

As requested we are pleased to provide the following services to your Heating, Ventilation, and Air Conditioning Equipment.

FREQUENCY AND TYPE OF SERVICE:

- Fall service and operational inspection of the Heating equipment.
- Fall filter change of all air filters listed on filter schedule with disposal of old filters.
- Winter filter change only of all air filters listed on filter schedule with disposal of old filters.
- Spring service and operational inspection of the Air conditioning equipment .
- Spring filter change of all air filters listed on filter schedule with disposal of old filters.
- Spring coil cleaning of all condenser coils for equipment listed.
- Annual belt change.

TYPICAL SERVICE AND INSPECTION INCLUDES:

TEST AND INSPECT: Job labor, travel labor and travel and living expenses required to visually INSPECT

and TEST equipment to determine its operating condition and efficiency. Typical activities include:

TESTING for excessive vibration; motor winding resistance; refrigerant charge; safety controls; combustion and draft; crankcase heaters; control system(s), etc.

INSPECTING for worn, failed or doubtful parts; mountings; drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

OTHER ITEMS DISCUSSED:

Annual contract review and renewal. We have discussed and appreciate multi year agreements. Typically our renewal process would include a cost of living escalation to cover the cost of material, labor, and operational cost increases. With the tight competitive nature of this agreement an escalation would be necessary for future years to come.

CUSTOMIZED PROFESSIONAL MAINTENANCE PROGRAM IV TERMS AND CONDITIONS

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during Contractor's normal working hours.
2. In case of any failure to perform its obligations under this Agreement, Contractor's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.
3. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Contractor may either remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual Agreement price accordingly or cancel this Agreement.
4. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs.
5. Customers shall be responsible for all taxes applicable to the service and/or materials hereunder.
6. Customer will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
7. This Agreement applies only to the maintainable portions of the system(s). Repair or replacement of non-maintainable parts such as duct work, boiler shell and tubes, cabinets, boiler refractory material, main power service and electrical wiring, piping, tube bundles, valve bodies, coils, structural supports, oil storage tanks and other similar items are excluded.
8. Any alteration to, or deviation from, this Agreement involving extra work, cost of material or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
9. Contractor will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
10. This Agreement does not include responsibility for design of the system, obsolescence, safety test, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), negligence of others (including Customer), failure of Customer to properly operate the system(s), requirements of governmental, regulatory or insurance agencies, or other causes beyond control of Contractor.
11. Customer shall permit only Contractor's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Contractor's personnel perform such work, Contractor may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion in this Agreement.
12. In the event Contractor must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
13. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
14. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
15. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or in directly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
16. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
17. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Contractor's work under this agreement.
18. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
19. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.



MAINTENANCE AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS

Proposal Date	Proposal Number	Agreement No.
07/20/2015	PC 16041	

BY AND BETWEEN:

ABM Building Services, LLC.
 6480 Cameron, Suite 303
 Las Vegas, NV 89118
 Lic 57921, Lim \$1,000,000, (702) 260-7012

AND

Academica Nevada
 c/o Academica Nevada
 1378 Paseo Verde Pkwy
 Suite 200, Henderson, NV 89012

hereinafter CONTRACTOR

hereinafter CUSTOMER

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):

4650 Losee RD North Las Vegas NV 89081

Contractor will provide the services described in the maintenance program indicated below, which are attached hereto and made a part of this Agreement, in accordance with the terms and conditions set forth on the following maintenance program pages.

MAINTENANCE PROGRAM:

Customized Professional Maintenance IV

and associated Terms and Conditions

AGREEMENT coverage will commence on November 01, 2015 (date). The AGREEMENT price is \$16,040.00 per year, payable \$4,010.00 per Quarter in advance beginning on the effective date of November 01, 2015.

IN WARRANTY ONLY: During the warranty, the AGREEMENT price will be _____ per _____. It is understood that the warranty expires on _____(date).

SCHEDULES INCLUDED:

- 1-Inventory of Equipment
- 2-Air Filter Service

This proposal is the property of Contractor and is provided for Customer's use only. Contractor guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This proposal will become a binding Agreement only after acceptance by Customer and approved by an officer of Contractor as evidenced by their signatures below. This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein. This annual Agreement shall continue in effect for 3 years unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date.

CONTRACTOR

CUSTOMER

Signature (Sales Representative) Justin Mott

Signature (Authorized Representative)

Approved For Contractor

Signature

Name (Print/Type)

Name & Title

Title

Date

Date



CUSTOMIZED PROFESSIONAL MAINTENANCE PROGRAM IV

Proposal Date	Proposal Number	Agreement No.
07/20/2015	PC 16041	

CONTRACTOR WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT):

As requested we are pleased to provide the following services to your Heating, Ventilation, and Air Conditioning Equipment.

FREQUENCY AND TYPE OF SERVICE:

- Fall service and operational inspection of the Heating equipment.
- Fall filter change of all air filters listed on filter schedule with disposal of old filters.
- Winter filter change only of all air filters listed on filter schedule with disposal of old filters.
- Spring service and operational inspection of the Air conditioning equipment .
- Spring filter change of all air filters listed on filter schedule with disposal of old filters.
- Spring coil cleaning of all condenser coils for equipment listed.
- Annual belt change.

TYPICAL SERVICE AND INSPECTION INCLUDES:

TEST AND INSPECT: Job labor, travel labor and travel and living expenses required to visually INSPECT

and TEST equipment to determine its operating condition and efficiency. Typical activities include:

TESTING for excessive vibration; motor winding resistance; refrigerant charge; safety controls; combustion and draft; crankcase heaters; control system(s), etc.

INSPECTING for worn, failed or doubtful parts; mountings; drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

OTHER ITEMS DISCUSSED:

Annual contract review and renewal. We have discussed and appreciate multi year agreements. Typically our renewal process would include a cost of living escalation to cover the cost of material, labor, and operational cost increases. With the tight competitive nature of this agreement an escalation would be necessary for future years to come.



CUSTOMIZED PROFESSIONAL MAINTENANCE PROGRAM IV TERMS AND CONDITIONS

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during Contractor's normal working hours.
2. In case of any failure to perform its obligations under this Agreement, Contractor's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.
3. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Contractor may either remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual Agreement price accordingly or cancel this Agreement.
4. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs.
5. Customers shall be responsible for all taxes applicable to the service and/or materials hereunder.
6. Customer will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
7. This Agreement applies only to the maintainable portions of the system(s). Repair or replacement of non-maintainable parts such as duct work, boiler shell and tubes, cabinets, boiler refractory material, main power service and electrical wiring, piping, tube bundles, valve bodies, coils, structural supports, oil storage tanks and other similar items are excluded.
8. Any alteration to, or deviation from, this Agreement involving extra work, cost of material or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
9. Contractor will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
10. This Agreement does not include responsibility for design of the system, obsolescence, safety test, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), negligence of others (including Customer), failure of Customer to properly operate the system(s), requirements of governmental, regulatory or insurance agencies, or other causes beyond control of Contractor.
11. Customer shall permit only Contractor's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Contractor's personnel perform such work, Contractor may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion in this Agreement.
12. In the event Contractor must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
13. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
14. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
15. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or in directly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
16. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
17. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Contractor's work under this agreement.
18. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
19. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.



MAINTENANCE AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS

Proposal Date	Proposal Number	Agreement No.
07/20/2015	PC 16042	

BY AND BETWEEN:

ABM Building Services, LLC.
 6480 Cameron, Suite 303
 Las Vegas, NV 89118
 Lic 57921, Lim \$1,000,000, (702) 260-7012

AND

Somerser NLV Campus
 c/o Academica Nevada
 1378 Paseo Verde Pkwy
 Suite 200, Henderson, NV 89012

hereinafter CONTRACTOR

hereinafter CUSTOMER

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):

385 W Centennial Pkwy North Las Vegas NV 89084

Contractor will provide the services described in the maintenance program indicated below, which are attached hereto and made a part of this Agreement, in accordance with the terms and conditions set forth on the following maintenance program pages.

MAINTENANCE PROGRAM:

Customized Professional Maintenance IV

and associated Terms and Conditions

AGREEMENT coverage will commence on November 01, 2015 (date). The AGREEMENT price is \$10,604.00 per year, payable \$2,651.00 per Quarter in advance beginning on the effective date of November 01, 2015.

IN WARRANTY ONLY: During the warranty, the AGREEMENT price will be _____ per _____. It is understood that the warranty expires on _____(date).

SCHEDULES INCLUDED:

- 1-Inventory of Equipment
- 2-Air Filter Service

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CONTRACTOR

CUSTOMER

Signature (Sales Representative) Justin Mott

Signature (Authorized Representative)

Approved For Contractor

Signature

Name (Print/Type)

Name & Title

Title

Date

Date



CUSTOMIZED PROFESSIONAL MAINTENANCE PROGRAM IV

Proposal Date	Proposal Number	Agreement No.
07/20/2015	PC 16042	

CONTRACTOR WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT):

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and TEST equipment to determine its operating condition and efficiency. Typical activities include:

TESTING for excessive vibration; motor winding resistance; refrigerant charge; safety controls; combustion and draft; crankcase heaters; control system(s), etc.

INSPECTING for worn, failed or doubtful parts; mountings; drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

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Annual contract review and renewal. We have discussed and appreciate multi year agreements. Typically our renewal process would include a cost of living escalation to cover the cost of material, labor, and operational cost increases. With the tight competitive nature of this agreement an escalation would be necessary for future years to come.

CUSTOMIZED PROFESSIONAL MAINTENANCE PROGRAM IV TERMS AND CONDITIONS

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4. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs.
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7. This Agreement applies only to the maintainable portions of the system(s). Repair or replacement of non-maintainable parts such as duct work, boiler shell and tubes, cabinets, boiler refractory material, main power service and electrical wiring, piping, tube bundles, valve bodies, coils, structural supports, oil storage tanks and other similar items are excluded.
8. Any alteration to, or deviation from, this Agreement involving extra work, cost of material or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
9. Contractor will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
10. This Agreement does not include responsibility for design of the system, obsolescence, safety test, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), negligence of others (including Customer), failure of Customer to properly operate the system(s), requirements of governmental, regulatory or insurance agencies, or other causes beyond control of Contractor.
11. Customer shall permit only Contractor's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Contractor's personnel perform such work, Contractor may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion in this Agreement.
12. In the event Contractor must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
13. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
14. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
15. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or in directly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
16. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
17. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Contractor's work under this agreement.
18. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
19. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.



MAINTENANCE AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS

Proposal Date	Proposal Number	Agreement No.
07/20/2015	PC 16044	

BY AND BETWEEN:

ABM Building Services, LLC.
 6480 Cameron, Suite 303
 Las Vegas, NV 89118
 Lic 57921, Lim \$1,000,000, (702) 260-7012

AND

Somerset Skypoint
 c/o Academical Nevada
 1378 Paseo Verde Pkwy
 Suite 200, Henderson NV 89012

hereinafter CONTRACTOR

hereinafter CUSTOMER

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):

7038 Skypoint Dr Las Vegas NV 89131

Contractor will provide the services described in the maintenance program indicated below, which are attached hereto and made a part of this Agreement, in accordance with the terms and conditions set forth on the following maintenance program pages.

MAINTENANCE PROGRAM:

Customized Professional Maintenance IV

and associated Terms and Conditions

AGREEMENT coverage will commence on November 01, 2015 (date). The AGREEMENT price is \$17,008.00 per year, payable \$4,252.00 per Quarter in advance beginning on the effective date of November 01, 2015.

IN WARRANTY ONLY: During the warranty, the AGREEMENT price will be _____ per _____. It is understood that the warranty expires on _____(date).

SCHEDULES INCLUDED:

- 1-Inventory of Equipment
- 2-Air Filter Service

This proposal is the property of Contractor and is provided for Customer's use only. Contractor guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This proposal will become a binding Agreement only after acceptance by Customer and approved by an officer of Contractor as evidenced by their signatures below. This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein. This annual Agreement shall continue in effect for 3 years unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date.

CONTRACTOR

CUSTOMER

 Signature (Sales Representative) Justin Mott

 Signature (Authorized Representative)

Approved For Contractor

 Signature

 Name (Print/Type)

 Name & Title

 Title

 Date

 Date

CUSTOMIZED PROFESSIONAL MAINTENANCE PROGRAM IV

Proposal Date	Proposal Number	Agreement No.
07/20/2015	PC 16044	

CONTRACTOR WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT):

As requested we are pleased to provide the following services to your Heating, Ventilation, and Air Conditioning Equipment.

FREQUENCY AND TYPE OF SERVICE:

- Fall service and operational inspection of the Heating equipment.
- Fall filter change of all air filters listed on filter schedule with disposal of old filters.
- Winter filter change only of all air filters listed on filter schedule with disposal of old filters.
- Spring service and operational inspection of the Air conditioning equipment .
- Spring filter change of all air filters listed on filter schedule with disposal of old filters.
- Spring coil cleaning of all condenser coils for equipment listed.
- Annual belt change.

TYPICAL SERVICE AND INSPECTION INCLUDES:

TEST AND INSPECT: Job labor, travel labor and travel and living expenses required to visually INSPECT

and TEST equipment to determine its operating condition and efficiency. Typical activities include:

TESTING for excessive vibration; motor winding resistance; refrigerant charge; safety controls; combustion and draft; crankcase heaters; control system(s), etc.

INSPECTING for worn, failed or doubtful parts; mountings; drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

OTHER ITEMS DISCUSSED:

Annual contract review and renewal. We have discussed and appreciate multi year agreements. Typically our renewal process would include a cost of living escalation to cover the cost of material, labor, and operational cost increases. With the tight competitive nature of this agreement an escalation would be necessary for future years to come.

CUSTOMIZED PROFESSIONAL MAINTENANCE PROGRAM IV TERMS AND CONDITIONS

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during Contractor's normal working hours.
2. In case of any failure to perform its obligations under this Agreement, Contractor's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.
3. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Contractor may either remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual Agreement price accordingly or cancel this Agreement.
4. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs.
5. Customers shall be responsible for all taxes applicable to the service and/or materials hereunder.
6. Customer will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
7. This Agreement applies only to the maintainable portions of the system(s). Repair or replacement of non-maintainable parts such as duct work, boiler shell and tubes, cabinets, boiler refractory material, main power service and electrical wiring, piping, tube bundles, valve bodies, coils, structural supports, oil storage tanks and other similar items are excluded.
8. Any alteration to, or deviation from, this Agreement involving extra work, cost of material or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
9. Contractor will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
10. This Agreement does not include responsibility for design of the system, obsolescence, safety test, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), negligence of others (including Customer), failure of Customer to properly operate the system(s), requirements of governmental, regulatory or insurance agencies, or other causes beyond control of Contractor.
11. Customer shall permit only Contractor's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Contractor's personnel perform such work, Contractor may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion in this Agreement.
12. In the event Contractor must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
13. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
14. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
15. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or in directly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
16. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
17. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Contractor's work under this agreement.
18. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
19. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.



MAINTENANCE AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS

Proposal Date	Proposal Number	Agreement No.
07/20/2015	PC 16043	

BY AND BETWEEN:

ABM Building Services, LLC.
 6480 Cameron, Suite 303
 Las Vegas, NV 89118
 Lic 57921, Lim \$1,000,000, (702) 260-7012

AND

Somerset Stephanie Campus
 c/o Academica Nevada
 1378 Paseo Verde Pkwy
 Suite 200, Henderson, NV 89012

hereinafter CONTRACTOR

hereinafter CUSTOMER

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):

50 N Stephanie St Henderson NV 89074

Contractor will provide the services described in the maintenance program indicated below, which are attached hereto and made a part of this Agreement, in accordance with the terms and conditions set forth on the following maintenance program pages.

MAINTENANCE PROGRAM:

Customized Professional Maintenance IV

and associated Terms and Conditions

AGREEMENT coverage will commence on November 01, 2015 (date). The AGREEMENT price is \$10,080.00 per year, payable \$2,520.00 per Quarter in advance beginning on the effective date of November 01, 2015.

IN WARRANTY ONLY: During the warranty, the AGREEMENT price will be _____ per _____. It is understood that the warranty expires on _____(date).

SCHEDULES INCLUDED:

- 1-Inventory of Equipment
- 2-Air Filter Service

This proposal is the property of Contractor and is provided for Customer's use only. Contractor guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This proposal will become a binding Agreement only after acceptance by Customer and approved by an officer of Contractor as evidenced by their signatures below. This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein. This annual Agreement shall continue in effect for 3 years unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date.

CONTRACTOR

CUSTOMER

 Signature (Sales Representative) Justin Mott

 Signature (Authorized Representative)

Approved For Contractor

 Signature

 Name (Print/Type)

 Name & Title

 Title

 Date

 Date

CUSTOMIZED PROFESSIONAL MAINTENANCE PROGRAM IV

Proposal Date	Proposal Number	Agreement No.
07/20/2015	PC 16043	

CONTRACTOR WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT):

As requested we are pleased to provide the following services to your Heating, Ventilation, and Air Conditioning Equipment.

FREQUENCY AND TYPE OF SERVICE:

- Fall service and operational inspection of the Heating equipment.
- Fall filter change of all air filters listed on filter schedule with disposal of old filters.
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- Spring service and operational inspection of the Air conditioning equipment .
- Spring filter change of all air filters listed on filter schedule with disposal of old filters.
- Spring coil cleaning of all condenser coils for equipment listed.
- Annual belt change.

TYPICAL SERVICE AND INSPECTION INCLUDES:

TEST AND INSPECT: Job labor, travel labor and travel and living expenses required to visually INSPECT

and TEST equipment to determine its operating condition and efficiency. Typical activities include:

TESTING for excessive vibration; motor winding resistance; refrigerant charge; safety controls; combustion and draft; crankcase heaters; control system(s), etc.

INSPECTING for worn, failed or doubtful parts; mountings; drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

OTHER ITEMS DISCUSSED:

Annual contract review and renewal. We have discussed and appreciate multi year agreements. Typically our renewal process would include a cost of living escalation to cover the cost of material, labor, and operational cost increases. With the tight competitive nature of this agreement an escalation would be necessary for future years to come.



CUSTOMIZED PROFESSIONAL MAINTENANCE PROGRAM IV TERMS AND CONDITIONS

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during Contractor's normal working hours.
2. In case of any failure to perform its obligations under this Agreement, Contractor's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.
3. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Contractor may either remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual Agreement price accordingly or cancel this Agreement.
4. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs.
5. Customers shall be responsible for all taxes applicable to the service and/or materials hereunder.
6. Customer will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
7. This Agreement applies only to the maintainable portions of the system(s). Repair or replacement of non-maintainable parts such as duct work, boiler shell and tubes, cabinets, boiler refractory material, main power service and electrical wiring, piping, tube bundles, valve bodies, coils, structural supports, oil storage tanks and other similar items are excluded.
8. Any alteration to, or deviation from, this Agreement involving extra work, cost of material or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
9. Contractor will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
10. This Agreement does not include responsibility for design of the system, obsolescence, safety test, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), negligence of others (including Customer), failure of Customer to properly operate the system(s), requirements of governmental, regulatory or insurance agencies, or other causes beyond control of Contractor.
11. Customer shall permit only Contractor's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Contractor's personnel perform such work, Contractor may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion in this Agreement.
12. In the event Contractor must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
13. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
14. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
15. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or in directly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
16. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
17. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Contractor's work under this agreement.
18. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
19. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.



SOMERSET ACADEMY OF LAS VEGAS
1378 PASEO VERDE PKWY. SUITE 200
HENDERSON, NV. 89102

ATTN: JACOB SMOOT

24 JULY 2015,

Dear Mr. Smoot,

Please find attached a proposal in response to your invitation to bid; HVAC SERVICES. This proposal includes separate monthly pricing for each one of the five campuses. *The total proposal price quoted is for all five campuses per year.*

Items included in the agreement are as per the Somerset HVAC Maintenance Agreement outline. We hope you find this proposal acceptable, and if you should have any further questions please feel free to contact me at any time.

Regards,



Jim Van
Sales Engineer

1820 Western Ave., Las Vegas, NV 89102
Office – (702) 369-7015 Fax – (702) 369-5317
acrmechanicallv.com
License #75233.....Limit \$750,000

ACR MECHANICAL INC.

HVAC AND REFRIGERATION SERVICES

1820 Western Ave
Las Vegas, NV 89102

OFFICE: 702.369.7015 TOLL FREE: 877.388.4379
FAX: 702.369.5317
LICENSE # 0075233 LIMIT: \$750,000

PROPOSAL

DATE: 7/24/2015
CUSTOMER: SOMERSET ACADEMY OF LAS VEGAS
ATTENTION: JACOB SMOOT
ADDRESS: 1378 PASEO VERDE PKWY. ST. 200
CITY/STATE/ZIP: HENDERSON, NV. 89102
PHONE: 702-431-6260
EMAIL: jacob.smoot@academianv.com

PROPOSAL #: SOMERSET ACADEMY 07242015
JOB TYPE: PM SERVICE AGREEMENT
JOB NAME: SOMERSET
STORE #:
JOB ADDRESS: FIVE CAMPUSES
ESTIMATE BY: JIM VAN
ESTIMATE VALID: 30 DAYS

(ACR) IS PLEASED TO PRESENT THE FOLLOWING PROPOSAL:

HVAC SERVICES - PREVENTATIVE MAINTENANCE FOR 5 (FIVE) SOMERSET ACADEMY CAMPUSES FOR A THREE YEAR TERM WHICH INCLUDES THE FOLLOWING TERMINATION CLAUSE: "EITHER PARTY TO THIS AGREEMENT MAY TERMINATE SAID AGREEMENT WITHOUT PREJUDICE OR PENALTY (WITHOUT CAUSE) BY NOTIFYING EITHER PARTY IN WRITING WITH A 30 DAY NOTICE." THIS AGREEMENT CONSISTS OF THE FOLLOWING: (1.) THREE SERVICE VISITS PER YEAR (FALL, WINTER, SPRING) WITH FALL HEATING CHECKS AND FILTER CHANGE TO INCLUDE LABOR, WINTER FILTER CHANGE TO INCLUDE LABOR, SPRING AIR-CONDITIONING CHECKS AND FILTER CHANGE TO INCLUDE LABOR. (2.) FILTER CHANGES (FILTERS ARE PROVIDED BY CONTRACTOR) INCLUDED AT EACH OF THE THREE SERVICE VISITS. (3.) FILTERS WILL BE DISPOSED OF OFF-SITE BY THE CONTRACTOR. (4.) COND. COIL CLEANING & BELT REPLACEMENT WILL BE PERFORMED ONCE (1 TIME) PER YEAR. (5.) AIR ADJUSTMENTS AS NEEDED. (6.) A REPORT TO OWNER WILL BE MADE AFTER EACH VISIT WITH RESULTS / RECOMMENDATIONS TO INCLUDE COSTS. - PRICING BREAKDOWN PER MONTH PER SCHOOL IS AS FOLLOWS: (LONE MTN. CAMPUS - RAINBOW BLVD. = \$1,190.75 PER MONTH) (LOSEE CAMPUS - LOSEE RD. = \$1,599.25 PER MONTH) (NLV CAMPUS - CENT. PKWY. = \$1,150.50 PER MONTH) (STEPHANIE CAMPUS - HENDERSON = \$1,082.25 PER MONTH) (SKY POINTE CAMPUS - SKY POINTE DR. = \$1,821.50 PER MONTH) PRICE NOTED BELOW FOR PROPOSAL TOTAL (\$82,131) IS PER YEAR FOR ALL FIVE LOCATIONS.

(ACR) IS PRESENTING THE FOLLOWING EXCLUSIONS:

1. ANY OR ALL ELECTRICAL OUTSIDE OF INSTALLATION OF EQUIPMENT TO EXISTING
2. ANY OR ALL PLUMBING OUTSIDE OF INSTALLATION OF EQUIPMENT TO EXISTING
3. NOT RESPONSIBLE FOR ANY OR ALL HOLES OR PATCHING IN DIRECT CONNECTION TO THE INSTALLATION OF NEW EQUIPMENT
4. PERMITS ARE NOT INCLUDED IN THIS PROPOSAL, HOW EVER IF REQUIRED WILL BE BILLED ACCORDINGLY

ADD-ONS/EXTRAS: ANY WORK OUTSIDE OF SCOPE OF AGREEMENT WILL BE CALCULATED AT NORMAL LABOR RATE OF \$83.00 PER HOUR WITH A \$25.00 TRUCK CHARGE FOR EACH SEPARATE SERVICE CALL.	MATERIAL COST TOTAL	\$	-
	MATERIAL TAX	\$	-
	MATERIAL TOTAL	\$	-
	SURCHARGE TOTAL	\$	15.00
	OTHER CHARGES	\$	82,116.00
	LABOR TOTAL	\$	-
PROPOSAL TOTAL		\$	82,131.00

ACR MECHANICAL IS PRESENTING THE FOLLOWING ACCEPTANCE:

ALL MATERIALS ARE GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED ON A PROFESSIONAL MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COST OUTSIDE OF THE PROPOSAL WILL BE EXECUTED ONLY UPON WRITTEN APPROVAL, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE PROPOSAL. ALL AGREEMENTS CONTINGENT UPON STRIKE, ACCIDENTS, OR DELAYS BEYOND OUR CONTROL. OUR EMPLOYEES ARE FULLY COVERED BY WORKERS COMPENSATION INSURANCE.

SIGNATURE: 	PRINTED NAME: James Van	DATE: 07-29-2015
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ACR Authorized Representative

SIGNATURE:	PRINTED NAME:	DATE:
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Customer Acceptance



This Service Agreement Prepared For:

**ACADAMIA – SOMERSET CENTENNIAL
W. Centennial Parkway
Las Vegas, NV 89031**

Lawyer Mechanical Services, Inc. is pleased to have the opportunity to provide this proposal for the services at the above listed facility.

Based upon our understanding of the work, Lawyer Mechanical Services, Inc. agrees to perform the following services listed in this agreement in consideration of the agreement fee.

July 27, 2015

**PREPARED BY:
Leslie Becker**

PRICING AGREEMENT AND CUSTOMER ACCEPTANCE

Lawyer Mechanical Services, Inc. agrees to inspect and maintain the Equipment according to the terms of this Agreement, including the terms of the "General Provisions" which are attached to and made a part of this Agreement by this reference. Customer has received and read a copy of the General Provisions." Lawyer Mechanical Services, Inc. agrees to give preferential service to Customer over non-agreement customers.

The Term of this Agreement shall be from the first day of the month following date of acceptance for a period of three years at the annual rate as listed below:

Lawyer Mechanical Services, Inc. will furnish its **Preventive Maintenance** Service on applicable equipment to:

ACADAMIA – SOMERSET CENTENNIAL PARKWAY

Description of Service	Annual <small>Please Check appropriate box</small>	Monthly <small>Please Check appropriate box</small>
Maintenance on all equipment as listed on equipment list.	<input type="checkbox"/> \$20,104.00	<input type="checkbox"/> \$1,675.34

The Terms and Conditions are attached and are incorporated herein by this reference:

ACCEPTED BY:

(NAME)

(TITLE)

(SIGNATURE)

(DATE)

(COMPANY NAME AND ADDRESS)

LAWYER MECHANICAL SERVICES, INC. State Contractors License #0016768 and #0019059

NAME: Leslie Becker

DATE: July 27, 2015

SERVICE AGREEMENT TERMS AND CONDITIONS

GENERAL PROVISIONS

The following "General Provisions" are attached to and made a part of the Inspection and Maintenance Service Agreement ("the Agreement") between the Customer named below and Lawyer Mechanical Services, Inc. (LMS).

1. **PRICE AND PAYMENT TERMS** the Customer agrees to make all payments promptly when due. If Customer has not made a payment on time, LMS may at it's option, suspend service under the Agreement until all overdue payments are made. LMS shall have no liability whatsoever for any loss or damage which results from such a suspension of service. (Amounts not paid when due will bear interest at 2% per month or the maximum legal rate, whichever is less.)

Contract Service Rate: 10% discount off current published rate per hour straight time

2. **TERM, RENEWAL AND CANCELLATION**. The Initial Term of this Agreement shall be as stated in the "Pricing & Acceptance" section hereof. Thereafter, unless earlier terminated, this Agreement shall be automatically renewed for succeeding 12 month terms (each a "Renewal Term"), subject to a 5% annual increase, upon LMS (Lawyer Mechanical Services, Inc.)'s delivery to Customer of a service renewal letter at least forty-five (45) days in advance of the scheduled expiration date and the Customer's failure to notify LMS in writing no later than thirty (30) days prior to the scheduled expiration date that the Agreement shall not be renewed. This Agreement may be cancelled upon the written notice of either party to the other (for any reason or no reason) no later than thirty (30) days prior to the scheduled expiration date; provided, however, that, in the event of cancellation by Customer, Customer shall pay to LMS the balance of the Service Fee applicable to the then current 12 month period of the Term. The Service Fee is based on performance during regular business hours.

3. **SCOPE OF AGREEMENT THE SERVICE AND MAINTENANCE PROVIDED BY THE AGREEMENT DOES NOT INCLUDE:**

- a. A guarantee of room conditions or system performance.
- b. Disconnect switches, circuit breakers, motor starting equipment and interconnecting power wiring, unless specifically included as a part of the Agreement.
- c. Repairs made necessary as a result of fire, water, accident, negligence, acts of God, labor disputes, or freeze-ups of any kind

4. **LAWYER MECHANICAL SERVICES OBLIGATIONS** LMS shall be responsible for and agrees to:

- a. Inspect, service and maintain the Equipment in accordance with the Coverage designed;
- b. Carry out it's obligation with reasonable promptness in a workmanlike manner in accordance with good Industry standards; and
- c. Strive to assure reliable Equipment operation at minimal Customer cost, consistent with the capabilities of the Equipment itself.

5. **CUSTOMER'S OBLIGATION** THE CUSTOMER SHALL BE RESPONSIBLE FOR AND AGREES TO:

- a. Properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures;
- b. Promptly report unusual Equipment operating conditions or operations to LMS.
- c. Furnish to LMS personnel safe, clean and unobstructed access to all Equipment to be serviced; and
- d. Provide information to LMS personnel on general safety issues of the facility with the Equipment. This includes the energy control program, lockout/tagout, chemical hazard communication, location of any asbestos containing materials, and confined space entry (as applicable). This information can be provided in the form of a discussion at the worksite or in written form, submitted to LMS.
- e. As a condition of this Agreement, accept all risks covered by a standard Boiler and Machinery Insurance Policy subject to a deductible. LMS shall be responsible for first \$10,000 of any loss covered by a standard Boiler and Machinery policy.

LMS shall not be liable to provide service under this Agreement made necessary because of Customer's failure to comply with its obligations under paragraph 6.

6. **EXCLUSIONS** This Agreement does not cover repairs or service required as a result of:

- a. Failure, miss adjustment or design deficiencies in other equipment or system; or
- b. Recommendations or requirements of insurance companies, Federal, State or municipal governments or other similar authorities

7. **EMERGENCY SERVICE** For Full Maintenance Service Agreements emergency service includes service calls for the purpose of diagnosis of trouble, adjustment, minor repairs or resetting of controls. Major repairs if covered, such as dismantling of components, opening of refrigeration system, the evaluation and recharging of same in the event of refrigerant loss, etc., will be done during normal working hours. Any service required after normal business hours will be charged at the difference between regular and overtime rates.

For Preventative Maintenance Service Agreements emergency service calls will be billed accordingly for diagnosis of trouble, adjustments, minor repairs or resetting of controls. Major repairs such as dismantling of components, opening of refrigeration system, the evaluation and recharging of same in the event of refrigerant loss, etc., will be done during normal working hours after Customer approves the proposal and/or field service quote for said work.

8. **REPAIR PERFORMED BY ANYONE OTHER THAN LAWYER MECHANICAL SERVICES** Any changes, adjustments, service or repairs made to the Equipment by others than LMS, unless approved by LMS in writing, may, at LMS's option, terminate LMS obligation to render further service to the Equipment so effected; in such case no refund of any portion of the Price shall be made.

9. **UNUSUAL CIRCUMSTANCES** LMS shall not be responsible for its delay or failure to render services, or make delivery of any equipment or parts, if such delay or failure is due to Federal, State or Municipal actions or regulations, strikes or other labor troubles, fines, embargoes, accidents, war or any other cause or causes contingent thereto, or to other significant circumstances beyond the control of LMS which make the timely fulfillment of the Agreement impractical. Upon the removal of the cause of such delay or failure, LMS performance shall be resumed upon such new or additional terms, if any, as may thereupon be agreed.

10. **CONSEQUENTIAL DAMAGE** In no event shall LMS be liable for any incidental or consequential damages arising out of or related to Equipment or to services provided by LMS.

In no event will LMS be liable to the Customer for any cause or claim whatsoever, whether tort, contract, product liability, or otherwise, in an amount Customer pursuant to this Agreement.

11. **MEDIATION/ARBITRATION** Any dispute arising out of or relating to this Agreement will be submitted first to mediation for resolution. The mediation shall be handled through the Neighborhood Justice Center, a division of Clark County Social Services. In the event a satisfactory resolution cannot be achieved through mediation, the dispute shall then be submitted to binding arbitration. The binding arbitration shall take place in Clark County, State of Nevada, pursuant to the Rules of the American Arbitration Association. The parties to the dispute shall each be responsible for their own expenses of arbitration, including legal fees and costs. The parties hereto expressly waive the right to a judge or jury trial in this matter. However, the arbitrator's decision may be entered with the court pursuant to Nevada Revised Statutes Chapter 38.

12. **ASSIGNMENT AND CHANGES** The Customer may not assign this Agreement without the prior written consent to LMS. Except for price adjustments pursuant to paragraph 1, no modifications, additions or changes may be made to the Agreement except in writing, signed by both parties. This Agreement, including these general Provisions, contains the entire Agreement between the parties.



This Service Agreement Prepared For:

**ACADAMIA – SOMERSET SKY POINTE
7038 Sky Pointe Drive
Las Vegas, NV 89131**

Lawyer Mechanical Services, Inc. is pleased to have the opportunity to provide this proposal for the services at the above listed facility.

Based upon our understanding of the work, Lawyer Mechanical Services, Inc. agrees to perform the following services listed in this agreement in consideration of the agreement fee.

July 27, 2015

**PREPARED BY:
Leslie Becker**

PRICING AGREEMENT AND CUSTOMER ACCEPTANCE

Lawyer Mechanical Services, Inc. agrees to inspect and maintain the Equipment according to the terms of this Agreement, including the terms of the "General Provisions" which are attached to and made a part of this Agreement by this reference. Customer has received and read a copy of the General Provisions." Lawyer Mechanical Services, Inc. agrees to give preferential service to Customer over non-agreement customers.

The Term of this Agreement shall be from the first day of the month following date of acceptance for a period of three years at the annual rate as listed below:

Lawyer Mechanical Services, Inc. will furnish its **Preventive Maintenance** Service on applicable equipment to:

ACADAMIA – SOMERSET SKY POINTE

Description of Service	Annual <small>Please Check appropriate box.</small>	Monthly <small>Please Check appropriate box.</small>
Maintenance on all equipment as listed on equipment list.	<input type="checkbox"/> \$32,733.00	<input type="checkbox"/> \$2,727.75

The Terms and Conditions are attached and are incorporated herein by this reference:

ACCEPTED BY:

(NAME)

(TITLE)

(SIGNATURE)

(DATE)

(COMPANY NAME AND ADDRESS)

LAWYER MECHANICAL SERVICES, INC. State Contractors License #0016768 and #0019059

NAME: Leslie Becker

DATE: July 27, 2015

SERVICE AGREEMENT TERMS AND CONDITIONS

GENERAL PROVISIONS

The following "General Provisions" are attached to and made a part of the Inspection and Maintenance Service Agreement ("the Agreement") between the Customer named below and Lawyer Mechanical Services, Inc. (LMS).

1. PRICE AND PAYMENT TERMS the Customer agrees to make all payments promptly when due. If Customer has not made a payment on time, LMS may at it's option, suspend service under the Agreement until all overdue payments are made. LMS shall have no liability whatsoever for any loss or damage which results from such a suspension of service. (Amounts not paid when due will bear interest at 2% per month or the maximum legal rate, whichever is less.)

Contract Service Rate: 10% discount off current published rate per hour straight time

2. TERM, RENEWAL AND CANCELLATION The Initial Term of this Agreement shall be as stated in the "Pricing & Acceptance" section hereof. Thereafter, unless earlier terminated, this Agreement shall be automatically renewed for succeeding 12 month terms (each a "Renewal Term"), subject to a 5% annual increase, upon LMS (Lawyer Mechanical Services, Inc.)'s delivery to Customer of a service renewal letter at least forty-five (45) days in advance of the scheduled expiration date and the Customer's failure to notify LMS in writing no later than thirty (30) days prior to the scheduled expiration date that the Agreement shall not be renewed. This Agreement may be cancelled upon the written notice of either party to the other (for any reason or no reason) no later than thirty (30) days prior to the scheduled expiration date; provided, however, that, in the event of cancellation by Customer, Customer shall pay to LMS the balance of the Service Fee applicable to the then current 12 month period of the Term. The Service Fee is based on performance during regular business hours.

3. SCOPE OF AGREEMENT THE SERVICE AND MAINTENANCE PROVIDED BY THE AGREEMENT DOES NOT INCLUDE:

- a. A guarantee of room conditions or system performance.
- b. Disconnect switches, circuit breakers, motor starting equipment and interconnecting power wiring, unless specifically included as a part of the Agreement.
- c. Repairs made necessary as a result of fire, water, accident, negligence, acts of God, labor disputes, or freeze-ups of any kind

4. LAWYER MECHANICAL SERVICES OBLIGATIONS LMS shall be responsible for and agrees to:

- a. Inspect, service and maintain the Equipment in accordance with the Coverage designed;
- b. Carry out it's obligation with reasonable promptness in a workmanlike manner in accordance with good industry standards; and
- c. Strive to assure reliable Equipment operation at minimal Customer cost, consistent with the capabilities of the Equipment itself.

5. CUSTOMER'S OBLIGATION THE CUSTOMER SHALL BE RESPONSIBLE FOR AND AGREES TO:

- a. Properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures;
- b. Promptly report unusual Equipment operating conditions or operations to LMS.
- c. Furnish to LMS personnel safe, clean and unobstructed access to all Equipment to be serviced; and
- d. Provide information to LMS personnel on general safety issues of the facility with the Equipment. This includes the energy control program, lockout/tagout, chemical hazard communication, location of any asbestos containing materials, and confined space entry (as applicable). This information can be provided in the form of a discussion at the worksite or in written form, submitted to LMS.
- e. As a condition of this Agreement, accept all risks covered by a standard Boiler and Machinery Insurance Policy subject to a deductible. LMS shall be responsible for first \$10,000 of any loss covered by a standard Boiler and Machinery policy.

LMS shall not be liable to provide service under this Agreement made necessary because of Customer's failure to comply with its obligations under paragraph 6.

6. EXCLUSIONS This Agreement does not cover repairs or service required as a result of:

- a. Failure, miss adjustment or design deficiencies in other equipment or system; or
- b. Recommendations or requirements of insurance companies, Federal, State or municipal governments or other similar authorities

7. EMERGENCY SERVICE For Full Maintenance Service Agreements emergency service includes service calls for the purpose of diagnosis of trouble, adjustment, minor repairs or resetting of controls. Major repairs if covered, such as dismantling of components, opening of refrigeration system, the evaluation and recharging of same in the event of refrigerant loss, etc., will be done during normal working hours. Any service required after normal business hours will be charged at the difference between regular and overtime rates.

For Preventative Maintenance Service Agreements emergency service calls will be billed accordingly for diagnosis of trouble, adjustments, minor repairs or resetting of controls. Major repairs such as dismantling of components, opening of refrigeration system, the evaluation and recharging of same in the event of refrigerant loss, etc., will be done during normal working hours after Customer approves the proposal and/or field service quote for said work.

8. REPAIR PERFORMED BY ANYONE OTHER THAN LAWYER MECHANICAL SERVICES Any changes, adjustments, service or repairs made to the Equipment by others than LMS, unless approved by LMS in writing, may, at LMS's option, terminate LMS obligation to render further service to the Equipment so effected; in such case no refund of any portion of the Price shall be made.

9. UNUSUAL CIRCUMSTANCES LMS shall not be responsible for its delay or failure to render services, or make delivery of any equipment or parts, if such delay or failure is due to Federal, State or Municipal actions or regulations, strikes or other labor troubles, fines, embargoes, accidents, war or any other cause or causes contingent thereto, or to other significant circumstances beyond the control of LMS which make the timely fulfillment of the Agreement impractical. Upon the removal of the cause of such delay or failure, LMS performance shall be resumed upon such new or additional terms, if any, as may thereupon be agreed.

10. CONSEQUENTIAL DAMAGE In no event shall LMS be liable for any incidental or consequential damages arising out of or related to Equipment or to services provided by LMS.

In no event will LMS be liable to the Customer for any cause or claim whatsoever, whether tort, contract, product liability, or otherwise, in an amount Customer pursuant to this Agreement.

11. MEDIATION/ARBITRATION Any dispute arising out of or relating to this Agreement will be submitted first to mediation for resolution. The mediation shall be handled through the Neighborhood Justice Center, a division of Clark County Social Services. In the event a satisfactory resolution cannot be achieved through mediation, the dispute shall then be submitted to binding arbitration. The binding arbitration shall take place in Clark County, State of Nevada, pursuant to the Rules of the American Arbitration Association. The parties to the dispute shall each be responsible for their own expenses of arbitration, including legal fees and costs. The parties hereto expressly waive the right to a judge or jury trial in this matter. However, the arbitrator's decision may be entered with the court pursuant to Nevada Revised Statutes Chapter 38.

12. ASSIGNMENT AND CHANGES The Customer may not assign this Agreement without the prior written consent to LMS. Except for price adjustments pursuant to paragraph 1, no modifications, additions or changes may be made to the Agreement except in writing, signed by both parties. This Agreement, including these general Provisions, contains the entire Agreement between the parties.



This Service Agreement Prepared For:

**ACADAMIA – SOMERSET STEPHANIE
Stephanie and Wigwam
Henderson, NV 89014**

Lawyer Mechanical Services, Inc. is pleased to have the opportunity to provide this proposal for the services at the above listed facility.

Based upon our understanding of the work, Lawyer Mechanical Services, Inc. agrees to perform the following services listed in this agreement in consideration of the agreement fee.

July 27, 2015

**PREPARED BY:
Leslie Becker**

PRICING AGREEMENT AND CUSTOMER ACCEPTANCE

Lawyer Mechanical Services, Inc. agrees to inspect and maintain the Equipment according to the terms of this Agreement, including the terms of the "General Provisions" which are attached to and made a part of this Agreement by this reference. Customer has received and read a copy of the General Provisions." Lawyer Mechanical Services, Inc. agrees to give preferential service to Customer over non-agreement customers.

The Term of this Agreement shall be from the first day of the month following date of acceptance for a period of three years at the annual rate as listed below:

Lawyer Mechanical Services, Inc. will furnish its **Preventive Maintenance** Service on applicable equipment to:

ACADAMIA -- SOMERSET STEPHANIE

Description of Service	Annual <small>Please Check appropriate box</small>	Monthly <small>Please Check appropriate box</small>
Maintenance on all equipment as listed on equipment list.	<input type="checkbox"/> \$24,137.00	<input type="checkbox"/> \$2,011.42

The Terms and Conditions are attached and are incorporated herein by this reference:

ACCEPTED BY:

(NAME)

(TITLE)

(SIGNATURE)

(DATE)

(COMPANY NAME AND ADDRESS)

LAWYER MECHANICAL SERVICES, INC., State Contractors License #0016768 and #0019059

NAME: Leslie Becker

DATE: July 27, 2015

SERVICE AGREEMENT TERMS AND CONDITIONS

GENERAL PROVISIONS

The following "General Provisions" are attached to and made a part of the Inspection and Maintenance Service Agreement ("the Agreement") between the Customer named below and Lawyer Mechanical Services, Inc. (LMS).

1. PRICE AND PAYMENT TERMS the Customer agrees to make all payments promptly when due. If Customer has not made a payment on time, LMS may at its option, suspend service under the Agreement until all overdue payments are made. LMS shall have no liability whatsoever for any loss or damage which results from such a suspension of service. (Amounts not paid when due will bear interest at 2% per month or the maximum legal rate, whichever is less.)

Contract Service Rate: 10% discount off current published rate per hour straight time

2. TERM, RENEWAL AND CANCELLATION. The Initial Term of this Agreement shall be as stated in the "Pricing & Acceptance" section hereof. Thereafter, unless earlier terminated, this Agreement shall be automatically renewed for succeeding 12 month terms (each a "Renewal Term"), subject to a 5% annual increase, upon LMS (Lawyer Mechanical Services, Inc.)'s delivery to Customer of a service renewal letter at least forty-five (45) days in advance of the scheduled expiration date and the Customer's failure to notify LMS in writing no later than thirty (30) days prior to the scheduled expiration date that the Agreement shall not be renewed. This Agreement may be cancelled upon the written notice of either party to the other (for any reason or no reason) no later than thirty (30) days prior to the scheduled expiration date; provided, however, that, in the event of cancellation by Customer, Customer shall pay to LMS the balance of the Service Fee applicable to the then current 12 month period of the Term. The Service Fee is based on performance during regular business hours.

3. SCOPE OF AGREEMENT THE SERVICE AND MAINTENANCE PROVIDED BY THE AGREEMENT DOES NOT INCLUDE:

- A guarantee of room conditions or system performance.
- Disconnect switches, circuit breakers, motor starting equipment and interconnecting power wiring, unless specifically included as a part of the Agreement.
- Repairs made necessary as a result of fire, water, accident, negligence, acts of God, labor disputes, or freeze-ups of any kind

4. LAWYER MECHANICAL SERVICES OBLIGATIONS LMS shall be responsible for and agrees to:

- Inspect, service and maintain the Equipment in accordance with the Coverage designed;
- Carry out its obligation with reasonable promptness in a workmanlike manner in accordance with good Industry standards; and
- Strive to assure reliable Equipment operation at minimal Customer cost, consistent with the capabilities of the Equipment itself.

5. CUSTOMER'S OBLIGATION THE CUSTOMER SHALL BE RESPONSIBLE FOR AND AGREES TO:

- Properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures;
- Promptly report unusual Equipment operating conditions or operations to LMS.
- Furnish to LMS personnel safe, clean and unobstructed access to all Equipment to be serviced; and
- Provide information to LMS personnel on general safety issues of the facility with the Equipment. This includes the energy control program, lockout/tagout, chemical hazard communication, location of any asbestos containing materials, and confined space entry (as applicable). This information can be provided in the form of a discussion at the worksite or in written form, submitted to LMS.
- As a condition of this Agreement, accept all risks covered by a standard Boiler and Machinery Insurance Policy subject to a deductible. LMS shall be responsible for first \$10,000 of any loss covered by a standard Boiler and Machinery policy.

LMS shall not be liable to provide service under this Agreement made necessary because of Customer's failure to comply with its obligations under paragraph 6.

6. EXCLUSIONS This Agreement does not cover repairs or service required as a result of:

- Failure, miss adjustment or design deficiencies in other equipment or system; or
- Recommendations or requirements of insurance companies, Federal, State or municipal governments or other similar authorities

7. EMERGENCY SERVICE For Full Maintenance Service Agreements emergency service includes service calls for the purpose of diagnosis of trouble, adjustment, minor repairs or resetting of controls. Major repairs if covered, such as dismantling of components, opening of refrigeration system, the evaluation and recharging of same in the event of refrigerant loss, etc., will be done during normal working hours. Any service required after normal business hours will be charged at the difference between regular and overtime rates.

For Preventative Maintenance Service Agreements emergency service calls will be billed accordingly for diagnosis of trouble, adjustments, minor repairs or resetting of controls. Major repairs such as dismantling of components, opening of refrigeration system, the evaluation and recharging of same in the event of refrigerant loss, etc., will be done during normal working hours after Customer approves the proposal and/or field service quote for said work.

8. REPAIR PERFORMED BY ANYONE OTHER THAN LAWYER MECHANICAL SERVICES Any changes, adjustments, service or repairs made to the Equipment by others than LMS, unless approved by LMS in writing, may, at LMS's option, terminate LMS obligation to render further service to the Equipment so effected; in such case no refund of any portion of the Price shall be made.

9. UNUSUAL CIRCUMSTANCES LMS shall not be responsible for its delay or failure to render services, or make delivery of any equipment or parts, if such delay or failure is due to Federal, State or Municipal actions or regulations, strikes or other labor troubles, fines, embargoes, accidents, war or any other cause or causes contingent thereto, or to other significant circumstances beyond the control of LMS which make the timely fulfillment of the Agreement impractical. Upon the removal of the cause of such delay or failure, LMS performance shall be resumed upon such new or additional terms, if any, as may thereupon be agreed.

10. CONSEQUENTIAL DAMAGE In no event shall LMS be liable for any incidental or consequential damages arising out of or related to Equipment or to services provided by LMS.

In no event will LMS be liable to the Customer for any cause or claim whatsoever, whether tort, contract, product liability, or otherwise, in an amount Customer pursuant to this Agreement.

11. MEDIATION/ARBITRATION Any dispute arising out of or relating to this Agreement will be submitted first to mediation for resolution. The mediation shall be handled through the Neighborhood Justice Center, a division of Clark County Social Services. In the event a satisfactory resolution cannot be achieved through mediation, the dispute shall then be submitted to binding arbitration. The binding arbitration shall take place in Clark County, State of Nevada, pursuant to the Rules of the American Arbitration Association. The parties to the dispute shall each be responsible for their own expenses of arbitration, including legal fees and costs. The parties hereto expressly waive the right to a judge or jury trial in this matter. However, the arbitrator's decision may be entered with the court pursuant to Nevada Revised Statutes Chapter 38.

12. ASSIGNMENT AND CHANGES The Customer may not assign this Agreement without the prior written consent to LMS. Except for price adjustments pursuant to paragraph 1, no modifications, additions or changes may be made to the Agreement except in writing, signed by both parties. This Agreement, including these general Provisions, contains the entire Agreement between the parties.



This Service Agreement Prepared For:

**ACADAMIA - SOMERSET LOSEE
4650 Losee Road
North Las Vegas, NV 89081**

Lawyer Mechanical Services, Inc. is pleased to have the opportunity to provide this proposal for the services at the above listed facility.

Based upon our understanding of the work, Lawyer Mechanical Services, Inc. agrees to perform the following services listed in this agreement in consideration of the agreement fee.

July 27, 2015

**PREPARED BY:
Leslie Becker**

PRICING AGREEMENT AND CUSTOMER ACCEPTANCE

Lawyer Mechanical Services, Inc. agrees to inspect and maintain the Equipment according to the terms of this Agreement, including the terms of the "General Provisions" which are attached to and made a part of this Agreement by this reference. Customer has received and read a copy of the General Provisions." Lawyer Mechanical Services, Inc. agrees to give preferential service to Customer over non-agreement customers.

The Term of this Agreement shall be from the first day of the month following date of acceptance for a period of three years at the annual rate as listed below:

Lawyer Mechanical Services, Inc. will furnish its **Preventive Maintenance** Service on applicable equipment to:

ACADAMIA – SOMERSET LOSEE

Description of Service	Annual <small>Please Check appropriate box</small>	Monthly <small>Please Check appropriate box</small>
Maintenance on all equipment as listed on equipment list.	<input type="checkbox"/> \$21,850.00	<input type="checkbox"/> \$1,820.84

The Terms and Conditions are attached and are incorporated herein by this reference:

ACCEPTED BY:

(NAME)

(TITLE)

(SIGNATURE)

(DATE)

(COMPANY NAME AND ADDRESS)

LAWYER MECHANICAL SERVICES, INC. State Contractors License #0016768 and #0019059

NAME: Leslie Becker

DATE: July 27, 2015

SERVICE AGREEMENT TERMS AND CONDITIONS

GENERAL PROVISIONS

The following "General Provisions" are attached to and made a part of the Inspection and Maintenance Service Agreement ("the Agreement") between the Customer named below and Lawyer Mechanical Services, Inc. (LMS).

1. PRICE AND PAYMENT TERMS the Customer agrees to make all payments promptly when due. If Customer has not made a payment on time, LMS may at it's option, suspend service under the Agreement until all overdue payments are made. LMS shall have no liability whatsoever for any loss or damage which results from such a suspension of service. (Amounts not paid when due will bear interest at 2% per month or the maximum legal rate, whichever is less.)

Contract Service Rate: 10% discount off current published rate per hour straight time

2. TERM, RENEWAL AND CANCELLATION. The Initial Term of this Agreement shall be as stated in the "Pricing & Acceptance" section hereof. Thereafter, unless earlier terminated, this Agreement shall be automatically renewed for succeeding 12 month terms (each a "Renewal Term"), subject to a 5% annual increase, upon LMS (Lawyer Mechanical Services, Inc.)'s delivery to Customer of a service renewal letter at least forty-five (45) days in advance of the scheduled expiration date and the Customer's failure to notify LMS in writing no later than thirty (30) days prior to the scheduled expiration date that the Agreement shall not be renewed. This Agreement may be cancelled upon the written notice of either party to the other (for any reason or no reason) no later than thirty (30) days prior to the scheduled expiration date; provided, however, that, in the event of cancellation by Customer, Customer shall pay to LMS the balance of the Service Fee applicable to the then current 12 month period of the Term. The Service Fee is based on performance during regular business hours.

3. SCOPE OF AGREEMENT THE SERVICE AND MAINTENANCE PROVIDED BY THE AGREEMENT DOES NOT INCLUDE:

- a. A guarantee of room conditions or system performance.
- b. Disconnect switches, circuit breakers, motor starting equipment and interconnecting power wiring, unless specifically included as a part of the Agreement.
- c. Repairs made necessary as a result of fire, water, accident, negligence, acts of God, labor disputes, or freeze-ups of any kind

4. LAWYER MECHANICAL SERVICES OBLIGATIONS LMS shall be responsible for and agrees to:

- a. Inspect, service and maintain the Equipment in accordance with the Coverage designed;
- b. Carry out it's obligation with reasonable promptness in a workmanlike manner in accordance with good Industry standards; and
- c. Strive to assure reliable Equipment operation at minimal Customer cost, consistent with the capabilities of the Equipment itself.

5. CUSTOMER'S OBLIGATION THE CUSTOMER SHALL BE RESPONSIBLE FOR AND AGREES TO:

- a. Properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures;
- b. Promptly report unusual Equipment operating conditions or operations to LMS.
- c. Furnish to LMS personnel safe, clean and unobstructed access to all Equipment to be serviced; and
- d. Provide information to LMS personnel on general safety issues of the facility with the Equipment. This includes the energy control program, lockout/tagout, chemical hazard communication, location of any asbestos containing materials, and confined space entry (as applicable). This information can be provided in the form of a discussion at the worksite or in written form, submitted to LMS.
- e. As a condition of this Agreement, accept all risks covered by a standard Boiler and Machinery Insurance Policy subject to a deductible. LMS shall be responsible for first \$10,000 of any loss covered by a standard Boiler and Machinery policy.

LMS shall not be liable to provide service under this Agreement made necessary because of Customer's failure to comply with its obligations under paragraph 6.

6. EXCLUSIONS This Agreement does not cover repairs or service required as a result of:

- a. Failure, miss adjustment or design deficiencies in other equipment or system; or
- b. Recommendations or requirements of insurance companies, Federal, State or municipal governments or other similar authorities

7. EMERGENCY SERVICE For Full Maintenance Service Agreements emergency service includes service calls for the purpose of diagnosis of trouble, adjustment, minor repairs or resetting of controls. Major repairs if covered, such as dismantling of components, opening of refrigeration system, the evaluation and recharging of same in the event of refrigerant loss, etc., will be done during normal working hours. Any service required after normal business hours will be charged at the difference between regular and overtime rates.

For Preventative Maintenance Service Agreements emergency service calls will be billed accordingly for diagnosis of trouble, adjustments, minor repairs or resetting of controls. Major repairs such as dismantling of components, opening of refrigeration system, the evaluation and recharging of same in the event of refrigerant loss, etc., will be done during normal working hours after Customer approves the proposal and/or field service quote for said work.

8. REPAIR PERFORMED BY ANYONE OTHER THAN LAWYER MECHANICAL SERVICES Any changes, adjustments, service or repairs made to the Equipment by others than LMS, unless approved by LMS in writing, may, at LMS's option, terminate LMS obligation to render further service to the Equipment so effected; in such case no refund of any portion of the Price shall be made.

9. UNUSUAL CIRCUMSTANCES LMS shall not be responsible for its delay or failure to render services, or make delivery of any equipment or parts, if such delay or failure is due to Federal, State or Municipal actions or regulations, strikes or other labor troubles, fines, embargoes, accidents, war or any other cause or causes contingent thereto, or to other significant circumstances beyond the control of LMS which make the timely fulfillment of the Agreement impractical. Upon the removal of the cause of such delay or failure, LMS performance shall be resumed upon such new or additional terms, if any, as may thereupon be agreed.

10. CONSEQUENTIAL DAMAGE In no event shall LMS be liable for any incidental or consequential damages arising out of or related to Equipment or to services provided by LMS.

In no event will LMS be liable to the Customer for any cause or claim whatsoever, whether tort, contract, product liability, or otherwise, in an amount Customer pursuant to this Agreement.

11. MEDIATION/ARBITRATION Any dispute arising out of or relating to this Agreement will be submitted first to mediation for resolution. The mediation shall be handled through the Neighborhood Justice Center, a division of Clark County Social Services. In the event a satisfactory resolution cannot be achieved through mediation, the dispute shall then be submitted to binding arbitration. The binding arbitration shall take place in Clark County, State of Nevada, pursuant to the Rules of the American Arbitration Association. The parties to the dispute shall each be responsible for their own expenses of arbitration, including legal fees and costs. The parties hereto expressly waive the right to a judge or jury trial in this matter. However, the arbitrator's decision may be entered with the court pursuant to Nevada Revised Statutes Chapter 38.

12. ASSIGNMENT AND CHANGES The Customer may not assign this Agreement without the prior written consent to LMS. Except for price adjustments pursuant to paragraph 1, no modifications, additions or changes may be made to the Agreement except in writing, signed by both parties. This Agreement, including these general Provisions, contains the entire Agreement between the parties.



This Service Agreement Prepared For:

**ACADAMIA – SOMERSET LONE MOUNTAIN
4491 N. Rainbow Blvd.
Las Vegas, NV 89108**

Lawyer Mechanical Services, Inc. is pleased to have the opportunity to provide this proposal for the services at the above listed facility.

Based upon our understanding of the work, Lawyer Mechanical Services, Inc. agrees to perform the following services listed in this agreement in consideration of the agreement fee.

July 27, 2015

**PREPARED BY:
Leslie**

PRICING AGREEMENT AND CUSTOMER ACCEPTANCE

Lawyer Mechanical Services, Inc. agrees to inspect and maintain the Equipment according to the terms of this Agreement, including the terms of the "General Provisions" which are attached to and made a part of this Agreement by this reference. Customer has received and read a copy of the General Provisions." Lawyer Mechanical Services, Inc. agrees to give preferential service to Customer over non-agreement customers.

The Term of this Agreement shall be from the first day of the month following date of acceptance for a period of three years at the annual rate as listed below:

Lawyer Mechanical Services, Inc. will furnish its **Preventive Maintenance** Service on applicable equipment to:

ACADAMIA – SOMERSET LONE MOUNTAIN

Description of Service	Annual <small>Please Check appropriate box</small>	Monthly <small>Please Check appropriate box</small>
Maintenance on all equipment as listed on equipment list.	<input type="checkbox"/> \$25,518.00	<input type="checkbox"/> \$2,126.50

The Terms and Conditions are attached and are incorporated herein by this reference:

ACCEPTED BY:

(NAME)

(TITLE)

(SIGNATURE)

(DATE)

(COMPANY NAME AND ADDRESS)

LAWYER MECHANICAL SERVICES, INC., State Contractors License #0016768 and #0019059

NAME: Leslie Becker

DATE: July 27, 2015

SERVICE AGREEMENT TERMS AND CONDITIONS

GENERAL PROVISIONS

The following "General Provisions" are attached to and made a part of the Inspection and Maintenance Service Agreement ("the Agreement") between the Customer named below and Lawyer Mechanical Services, Inc. (LMS).

1. PRICE AND PAYMENT TERMS the Customer agrees to make all payments promptly when due. If Customer has not made a payment on time, LMS may at it's option, suspend service under the Agreement until all overdue payments are made. LMS shall have no liability whatsoever for any loss or damage which results from such a suspension of service. (Amounts not paid when due will bear interest at 2% per month or the maximum legal rate, whichever is less.)

Contract Service Rate: 10% discount off current published rate per hour straight time

2. TERM, RENEWAL AND CANCELLATION. The Initial Term of this Agreement shall be as stated in the "Pricing & Acceptance" section hereof. Thereafter, unless earlier terminated, this Agreement shall be automatically renewed for succeeding 12 month terms (each a "Renewal Term"), subject to a 5% annual increase, upon LMS (Lawyer Mechanical Services, Inc.)'s delivery to Customer of a service renewal letter at least forty-five (45) days in advance of the scheduled expiration date and the Customer's failure to notify LMS in writing no later than thirty (30) days prior to the scheduled expiration date that the Agreement shall not be renewed. This Agreement may be cancelled upon the written notice of either party to the other (for any reason or no reason) no later than thirty (30) days prior to the scheduled expiration date; provided, however, that, in the event of cancellation by Customer, Customer shall pay to LMS the balance of the Service Fee applicable to the then current 12 month period of the Term. The Service Fee is based on performance during regular business hours.

3. SCOPE OF AGREEMENT THE SERVICE AND MAINTENANCE PROVIDED BY THE AGREEMENT DOES NOT INCLUDE:

- A guarantee of room conditions or system performance.
- Disconnect switches, circuit breakers, motor starting equipment and interconnecting power wiring, unless specifically included as a part of the Agreement.
- Repairs made necessary as a result of fire, water, accident, negligence, acts of God, labor disputes, or freeze-ups of any kind

4. LAWYER MECHANICAL SERVICES OBLIGATIONS LMS shall be responsible for and agrees to:

- Inspect, service and maintain the Equipment in accordance with the Coverage designed;
- Carry out it's obligation with reasonable promptness in a workmanlike manner in accordance with good industry standards; and
- Strive to assure reliable Equipment operation at minimal Customer cost, consistent with the capabilities of the Equipment itself.

5. CUSTOMER'S OBLIGATION THE CUSTOMER SHALL BE RESPONSIBLE FOR AND AGREES TO:

- Properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures;
- Promptly report unusual Equipment operating conditions or operations to LMS.
- Furnish to LMS personnel safe, clean and unobstructed access to all Equipment to be serviced; and
- Provide information to LMS personnel on general safety issues of the facility with the Equipment. This includes the energy control program, lockout/tagout, chemical hazard communication, location of any asbestos containing materials, and confined space entry (as applicable). This information can be provided in the form of a discussion at the worksite or in written form, submitted to LMS.
- As a condition of this Agreement, accept all risks covered by a standard Boiler and Machinery Insurance Policy subject to a deductible. LMS shall be responsible for first \$10,000 of any loss covered by a standard Boiler and Machinery policy.

LMS shall not be liable to provide service under this Agreement made necessary because of Customer's failure to comply with its obligations under paragraph 6.

6. EXCLUSIONS This Agreement does not cover repairs or service required as a result of:

- Failure, miss adjustment or design deficiencies in other equipment or system; or
- Recommendations or requirements of insurance companies, Federal, State or municipal governments or other similar authorities

7. EMERGENCY SERVICE For Full Maintenance Service Agreements emergency service includes service calls for the purpose of diagnosis of trouble, adjustment, minor repairs or resetting of controls. Major repairs if covered, such as dismantling of components, opening of refrigeration system, the evaluation and recharging of same in the event of refrigerant loss, etc., will be done during normal working hours. Any service required after normal business hours will be charged at the difference between regular and overtime rates.

For Preventative Maintenance Service Agreements emergency service calls will be billed accordingly for diagnosis of trouble, adjustments, minor repairs or resetting of controls. Major repairs such as dismantling of components, opening of refrigeration system, the evaluation and recharging of same in the event of refrigerant loss, etc., will be done during normal working hours after Customer approves the proposal and/or field service quote for said work.

8. REPAIR PERFORMED BY ANYONE OTHER THAN LAWYER MECHANICAL SERVICES Any changes, adjustments, service or repairs made to the Equipment by others than LMS, unless approved by LMS in writing, may, at LMS's option, terminate LMS obligation to render further service to the Equipment so effected; in such case no refund of any portion of the Price shall be made.

9. UNUSUAL CIRCUMSTANCES LMS shall not be responsible for its delay or failure to render services, or make delivery of any equipment or parts, if such delay or failure is due to Federal, State or Municipal actions or regulations, strikes or other labor troubles, fines, embargoes, accidents, war or any other cause or causes contingent thereto, or to other significant circumstances beyond the control of LMS which make the timely fulfillment of the Agreement impractical. Upon the removal of the cause of such delay or failure, LMS performance shall be resumed upon such new or additional terms, if any, as may thereupon be agreed.

10. CONSEQUENTIAL DAMAGE In no event shall LMS be liable for any incidental or consequential damages arising out of or related to Equipment or to services provided by LMS.

In no event will LMS be liable to the Customer for any cause or claim whatsoever, whether tort, contract, product liability, or otherwise, in an amount Customer pursuant to this Agreement.

11. MEDIATION/ARBITRATION Any dispute arising out of or relating to this Agreement will be submitted first to mediation for resolution. The mediation shall be handled through the Neighborhood Justice Center, a division of Clark County Social Services. In the event a satisfactory resolution cannot be achieved through mediation, the dispute shall then be submitted to binding arbitration. The binding arbitration shall take place in Clark County, State of Nevada, pursuant to the Rules of the American Arbitration Association. The parties to the dispute shall each be responsible for their own expenses of arbitration, including legal fees and costs. The parties hereto expressly waive the right to a judge or jury trial in this matter. However, the arbitrator's decision may be entered with the court pursuant to Nevada Revised Statutes Chapter 38.

12. ASSIGNMENT AND CHANGES The Customer may not assign this Agreement without the prior written consent to LMS. Except for price adjustments pursuant to paragraph 1, no modifications, additions or changes may be made to the Agreement except in writing, signed by both parties. This Agreement, including these general Provisions, contains the entire Agreement between the parties.



- SERVICE
- REPAIR
- NEW INSTALLATIONS

Comfort Plus Maintenance Agreement

Customer:	Academica Nevada	Job Name:	Somerset Academy Lone Mountain
Address:	1378 Paseo Verde Pkwy Ste 200	Job Address:	4491 N Rainbow Blvd
City, State Zip:	Henderson, NV 89012	Job City, State Zip:	Las Vegas, NV 89108
Phone:	702-431-6260	Effective Start Date:	QUOTE
Fax:	702-431-6250	Renewal Date:	QUOTE
Contact:	Jake Smoot (702-431-6260)		

1.0 SERVICES PERFORMED

Comfort Masters Company agrees to:

- A. Provide planned maintenance of the HVAC Units as follows:
Fall Heating Checks and Filter Change with Labor
Spring Air Conditioning Checks and Filter Change with Labor
Winter Filter Change with Labor
Filters shall be included in the cost of this agreement.
One (1) Coil Cleaning and Belt Replacement for each unit.
Provide minor air adjustments as needed.
- B. Provide priority response for service required outside the scope of this agreement. Comfort Masters will respond to this customer's service request before providing service to any customer who does not have a contract.
- C. Provide service for only the equipment listed in this agreement
- D. Perform the services listed in this agreement
- E. Provide the customer with a separate written report for each piece of equipment for each inspection.
- E. Inform the customer of corrective measures or repairs needed
- F. Obtain customer approval prior to proceeding with any repair or service outside the scope of this agreement
- G. Repair costs shall be discounted 10% from our standard rate.
- H. Report to the person or office designated in writing by the customer.

2.0 GENERAL CONDITIONS

- A. The customer will permit Comfort Masters Company personnel, the use of the common building equipment such as roof hatch access, elevators, etc., together with free and timely access to the necessary areas.
- B. Comfort Masters Company will not be required to remove, replace or alter any part of the building structure in the performance of this agreement.
- C. All work referred to in this agreement shall be performed during the regular working hours of 8:00 AM to 5:00 PM, Monday through Friday, except holidays. If for any reason the customer requests or requires that work required in this contract, or service work be performed beyond the regular working hours, the customer agrees to pay the difference between regular rates and premium labor rates. Calls for emergency service after 5:00 PM and on weekends will be at the Premium Labor Rate.
- D. This agreement takes into consideration the extension of the manufacturers warranties to the customer on equipment outlined herein.
- E. In the event of any alterations, additions, adjustments or repairs done by others, Comfort Masters Company assumes no responsibility and has the option to terminate this agreement.
- F. Comfort Masters Company shall not be liable for any loss, delay, injury, or damage that may be caused by circumstances beyond its control including but not restricted to acts of God, war, civil commotion, terrorism, acts of government, fire, theft, corrosion, floods, freeze-ups, strikes, lock-outs, riots, brown-outs, voltage fluctuations, difference with other trades, explosions, quarantine restrictions, delays in transportation, shortage of fuel, labor, materials or malicious mischief.

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- REPAIR
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- G. Comfort Masters shall not, under any circumstances, be liable for any accident, injury, breakage, loss or damage to the equipment or machinery, appliance or property equipment connected therewith, or the resultant consequences, unless such loss or damage is caused by negligent act of omission by employees of Comfort Masters Company.
- H. In no event shall Comfort Masters Company be liable for business interruption losses, consequential or speculative damages.
- I. Comfort Masters Company shall not be responsible for the original system design, installation or its performance in maintaining design conditions.
- J. It is assumed that the equipment covered under this Agreement is a maintainable condition and is eligible for a Maintenance Agreement. If, at first inspection repairs not under Agreement are found necessary for the efficient operation of said equipment, a cost analysis for repair shall be submitted for the owner's approval. If repair of said equipment is declined, those items may be voided from Agreement and the price of the Agreement will be adjusted accordingly.
- K. This agreement covers the complete understanding between Comfort Masters Company and the customer and shall be a valid contract only when accepted and approved by an authorized person for both parties. No verbal representations shall be binding on either party.

3.0 MAINTENANCE TASKS

Maintenance shall be performed in accordance with the Manufacturers Maintenance Check List. Filters shall be included in the cost of this contract and shall be changed at each visit.

4.0 EQUIPMENT COVERED AND FILTER INFORMATION

Seventeen (17) Dual Compressor Packaged Units
Three (3) Single Compressor Packaged Units
Twenty-Eight (28) Split DX Heat Pumps
Twenty-Eight (28) Fan Coil Units

Three Filter Changes Per Year. Filters ARE INCLUDED in the cost of this agreement.

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5.0 TERMS AND PRICING

- A. This agreement is not binding until the equipment is checked by Comfort Masters Company and found to be in acceptable condition.
- B. This agreement shall commence upon receipt of paid invoice and shall continue thereafter until terminated. Either party may terminate this agreement for any reason whatsoever by giving the other party thirty days prior written notice.
- C. Upon cancellation, final payment to Comfort Masters Company, or refund to customer, shall be determined by dividing the annual contract price by 3 (the number of visits) to determine a per visit price. This number will be multiplied by the amount of visits actually performed for the contract year. Any monies paid by the customer for the contract year shall be applied to this number and either a refund to customer or a payment to Comfort Masters Company shall be made.
- D. Failure to make payment when due shall relieve Comfort Masters Company of the obligation of further performance of this agreement.
- E. This Maintenance Agreement with filters and labor shall be provided for the sum of:
 - \$ 10,239
 - \$ 853.25

6.0 EXECUTION BY AUTHORIZED REPRESENTATIVES

Submitted by Paul Solan of Comfort Masters Company on July 24, 2015

If this agreement is acceptable, please sign and return one copy.

Thank you for the opportunity to provide you with this Comfort Plus Agreement. Comfort Masters Company is committed to providing the highest level of customer service available. We look forward to working with you.

(Company Name)

(Authorized Signature)

(Title)

(Acceptance Date)

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- SERVICE
- REPAIR
- NEW INSTALLATIONS

Comfort Plus Maintenance Agreement

Customer:	Academica Nevada	Job Name:	Somerset Academy Losee
Address:	1378 Paseo Verde Pkwy Ste 200	Job Address:	4650 Losee Rd
City, State Zip:	Henderson, NV 89012	Job City, State Zip:	N. Las Vegas, NV 89030
Phone:	702-431-6260	Effective Start Date:	QUOTE
Fax:	702-431-6250	Renewal Date:	QUOTE
Contact:	Jake Smoot (702-431-6260)		

1.0 SERVICES PERFORMED

Comfort Masters Company agrees to:

- A. Provide planned maintenance of the HVAC Units as follows:
Fall Heating Checks and Filter Change with Labor
Spring Air Conditioning Checks and Filter Change with Labor
Winter Filter Change with Labor
Filters shall be included in the cost of this agreement.
One (1) Coil Cleaning and Belt Replacement for each unit.
Provide minor air adjustments as needed.
- B. Provide priority response for service required outside the scope of this agreement. Comfort Masters will respond to this customer's service request before providing service to any customer who does not have a contract.
- C. Provide service for only the equipment listed in this agreement
- D. Perform the services listed in this agreement
- E. Provide the customer with a separate written report for each piece of equipment for each inspection.
- E. Inform the customer of corrective measures or repairs needed
- F. Obtain customer approval prior to proceeding with any repair or service outside the scope of this agreement
- G. Repair costs shall be discounted 10% from our standard rate.
- H. Report to the person or office designated in writing by the customer.

2.0 GENERAL CONDITIONS

- A. The customer will permit Comfort Masters Company personnel, the use of the common building equipment such as roof hatch access, elevators, etc., together with free and timely access to the necessary areas.
- B. Comfort Masters Company will not be required to remove, replace or alter any part of the building structure in the performance of this agreement.
- C. All work referred to in this agreement shall be performed during the regular working hours of 8:00 AM to 5:00 PM, Monday through Friday, except holidays. If for any reason the customer requests or requires that work required in this contract, or service work be performed beyond the regular working hours, the customer agrees to pay the difference between regular rates and premium labor rates. Calls for emergency service after 5:00 PM and on weekends will be at the Premium Labor Rate.
- D. This agreement takes into consideration the extension of the manufacturers warranties to the customer on equipment outlined herein.
- E. In the event of any alterations, additions, adjustments or repairs done by others, Comfort Masters Company assumes no responsibility and has the option to terminate this agreement.
- F. Comfort Masters Company shall not be liable for any loss, delay, injury, or damage that may be caused by circumstances beyond its control including but not restricted to acts of God, war, civil commotion, terrorism, acts of government, fire, theft, corrosion, floods, freeze-ups, strikes, lock-outs, riots, brown-outs, voltage fluctuations, difference with other trades, explosions, quarantine restrictions, delays in transportation, shortage of fuel, labor, materials or malicious mischief.

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- G. Comfort Masters shall not, under any circumstances, be liable for any accident, injury, breakage, loss or damage to the equipment or machinery, appliance or property equipment connected therewith, or the resultant consequences, unless such loss or damage is caused by negligent act of omission by employees of Comfort Masters Company.
- H. In no event shall Comfort Masters Company be liable for business interruption losses, consequential or speculative damages.
- I. Comfort Masters Company shall not be responsible for the original system design, installation or its performance in maintaining design conditions.
- J. It is assumed that the equipment covered under this Agreement is a maintainable condition and is eligible for a Maintenance Agreement. If, at first inspection repairs not under Agreement are found necessary for the efficient operation of said equipment, a cost analysis for repair shall be submitted for the owner's approval. If repair of said equipment is declined, those items may be voided from Agreement and the price of the Agreement will be adjusted accordingly.
- K. This agreement covers the complete understanding between Comfort Masters Company and the customer and shall be a valid contract only when accepted and approved by an authorized person for both parties. No verbal representations shall be binding on either party.

3.0 MAINTENANCE TASKS

Maintenance shall be performed in accordance with the Manufacturers Maintenance Check List. Filters shall be included in the cost of this contract and shall be changed at each visit.

4.0 EQUIPMENT COVERED AND FILTER INFORMATION

Twelve (12) Dual Compressor Packaged Units
Six (6) Single Compressor Packaged Units
Sixteen (16) Split DX Heat Pumps
Sixteen (16) Fan Coil Units

Three Filter Changes Per Year. Filters ARE INCLUDED in the cost of this agreement.

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5.0 TERMS AND PRICING

- A. This agreement is not binding until the equipment is checked by Comfort Masters Company and found to be in acceptable condition.
- B. This agreement shall commence upon receipt of paid invoice and shall continue thereafter until terminated. Either party may terminate this agreement for any reason whatsoever by giving the other party thirty days prior written notice.
- C. Upon cancellation, final payment to Comfort Masters Company, or refund to customer, shall be determined by dividing the annual contract price by 3 (the number of visits) to determine a per visit price. This number will be multiplied by the amount of visits actually performed for the contract year. Any monies paid by the customer for the contract year shall be applied to this number and either a refund to customer or a payment to Comfort Masters Company shall be made.
- D. Failure to make payment when due shall relieve Comfort Masters Company of the obligation of further performance of this agreement.
- E. This Maintenance Agreement with filters and labor shall be provided for the sum of:
 - \$ 9,772
 - \$ 814.33

6.0 EXECUTION BY AUTHORIZED REPRESENTATIVES

Submitted by Paul Solan of Comfort Masters Company on July 24, 2015

If this agreement is acceptable, please sign and return one copy.

Thank you for the opportunity to provide you with this Comfort Plus Agreement. Comfort Masters Company is committed to providing the highest level of customer service available. We look forward to working with you.

(Company Name)

(Authorized Signature)

(Title)

(Acceptance Date)

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- SERVICE
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- NEW INSTALLATIONS

Comfort Plus Maintenance Agreement

Customer:	Academica Nevada	Job Name:	Somerset Academy NLV
Address:	1378 Paseo Verde Pkwy Ste 200	Job Address:	385 W Centennial Pkwy
City, State Zip:	Henderson, NV 89012	Job City, State Zip:	N. Las Vegas, NV 89084
Phone:	702-431-6260	Effective Start Date:	QUOTE
Fax:	702-431-6250	Renewal Date:	QUOTE
Contact:	Jake Smoot (702-431-6260)		

1.0 SERVICES PERFORMED

Comfort Masters Company agrees to:

- A. Provide planned maintenance of the HVAC Units as follows:
Fall Heating Checks and Filter Change with Labor
Spring Air Conditioning Checks and Filter Change with Labor
Winter Filter Change with Labor
Filters shall be included in the cost of this agreement.
One (1) Coil Cleaning and Belt Replacement for each unit.
Provide minor air adjustments as needed.
- B. Provide priority response for service required outside the scope of this agreement. Comfort Masters will respond to this customer's service request before providing service to any customer who does not have a contract.
- C. Provide service for only the equipment listed in this agreement
- D. Perform the services listed in this agreement
- E. Provide the customer with a separate written report for each piece of equipment for each inspection.
- E. Inform the customer of corrective measures or repairs needed
- F. Obtain customer approval prior to proceeding with any repair or service outside the scope of this agreement
- G. Repair costs shall be discounted 10% from our standard rate.
- H. Report to the person or office designated in writing by the customer.

2.0 GENERAL CONDITIONS

- A. The customer will permit Comfort Masters Company personnel, the use of the common building equipment such as roof hatch access, elevators, etc., together with free and timely access to the necessary areas.
- B. Comfort Masters Company will not be required to remove, replace or alter any part of the building structure in the performance of this agreement.
- C. All work referred to in this agreement shall be performed during the regular working hours of 8:00 AM to 5:00 PM, Monday through Friday, except holidays. If for any reason the customer requests or requires that work required in this contract, or service work be performed beyond the regular working hours, the customer agrees to pay the difference between regular rates and premium labor rates. Calls for emergency service after 5:00 PM and on weekends will be at the Premium Labor Rate.
- D. This agreement takes into consideration the extension of the manufacturers warranties to the customer on equipment outlined herein.
- E. In the event of any alterations, additions, adjustments or repairs done by others, Comfort Masters Company assumes no responsibility and has the option to terminate this agreement.
- F. Comfort Masters Company shall not be liable for any loss, delay, injury, or damage that may be caused by circumstances beyond its control including but not restricted to acts of God, war, civil commotion, terrorism, acts of government, fire, theft, corrosion, floods, freeze-ups, strikes, lock-outs, riots, brown-outs, voltage fluctuations, difference with other trades, explosions, quarantine restrictions, delays in transportation, shortage of fuel, labor, materials or malicious mischief.

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- G. Comfort Masters shall not, under any circumstances, be liable for any accident, injury, breakage, loss or damage to the equipment or machinery, appliance or property equipment connected therewith, or the resultant consequences, unless such loss or damage is caused by negligent act of omission by employees of Comfort Masters Company.
- H. In no event shall Comfort Masters Company be liable for business interruption losses, consequential or speculative damages.
- I. Comfort Masters Company shall not be responsible for the original system design, installation or its performance in maintaining design conditions.
- J. It is assumed that the equipment covered under this Agreement is a maintainable condition and is eligible for a Maintenance Agreement. If, at first inspection repairs not under Agreement are found necessary for the efficient operation of said equipment, a cost analysis for repair shall be submitted for the owner's approval. If repair of said equipment is declined, those items may be voided from Agreement and the price of the Agreement will be adjusted accordingly.
- K. This agreement covers the complete understanding between Comfort Masters Company and the customer and shall be a valid contract only when accepted and approved by an authorized person for both parties. No verbal representations shall be binding on either party.

3.0 MAINTENANCE TASKS

Maintenance shall be performed in accordance with the Manufacturers Maintenance Check List. Filters shall be included in the cost of this contract and shall be changed at each visit.

4.0 EQUIPMENT COVERED AND FILTER INFORMATION

Fourteen (14) Dual Compressor Packaged Units
Twenty-Nine (29) Single Compressor Packaged Units

Three Filter Changes Per Year. Filters ARE INCLUDED in the cost of this agreement.

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5.0 TERMS AND PRICING

- A. This agreement is not binding until the equipment is checked by Comfort Masters Company and found to be in acceptable condition.
- B. This agreement shall commence upon receipt of paid invoice and shall continue thereafter until terminated. Either party may terminate this agreement for any reason whatsoever by giving the other party thirty days prior written notice.
- C. Upon cancellation, final payment to Comfort Masters Company, or refund to customer, shall be determined by dividing the annual contract price by 3 (the number of visits) to determine a per visit price. This number will be multiplied by the amount of visits actually performed for the contract year. Any monies paid by the customer for the contract year shall be applied to this number and either a refund to customer or a payment to Comfort Masters Company shall be made.
- D. Failure to make payment when due shall relieve Comfort Masters Company of the obligation of further performance of this agreement.
- E. This Maintenance Agreement with filters and labor shall be provided for the sum of:
 - \$ 10,500
 - \$ 875.00

6.0 EXECUTION BY AUTHORIZED REPRESENTATIVES

Submitted by Paul Solan of Comfort Masters Company on July 24, 2015

If this agreement is acceptable, please sign and return one copy.

Thank you for the opportunity to provide you with this Comfort Plus Agreement. Comfort Masters Company is committed to providing the highest level of customer service available. We look forward to working with you.

(Company Name)

(Authorized Signature)

(Title)

(Acceptance Date)

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- SERVICE
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- NEW INSTALLATIONS

Comfort Plus Maintenance Agreement

Customer:	Academica Nevada	Job Name:	Somerset Academy Sky Pointe
Address:	1378 Paseo Verde Pkwy Ste 200	Job Address:	7038 Sky Pointe Dr
City, State Zip:	Henderson, NV 89012	Job City, State Zip:	Las Vegas, NV 89131
Phone:	702-431-6260	Effective Start Date:	QUOTE
Fax:	702-431-6250	Renewal Date:	QUOTE
Contact:	Jake Smoot (702-431-6260)		

1.0 SERVICES PERFORMED

Comfort Masters Company agrees to:

- A. Provide planned maintenance of the HVAC Units as follows:
Fall Heating Checks and Filter Change with Labor
Spring Air Conditioning Checks and Filter Change with Labor
Winter Filter Change with Labor
Filters shall be included in the cost of this agreement.
One (1) Coil Cleaning and Belt Replacement for each unit.
Provide minor air adjustments as needed.
- B. Provide priority response for service required outside the scope of this agreement. Comfort Masters will respond to this customer's service request before providing service to any customer who does not have a contract.
- C. Provide service for only the equipment listed in this agreement
- D. Perform the services listed in this agreement
- E. Provide the customer with a separate written report for each piece of equipment for each inspection.
- E. Inform the customer of corrective measures or repairs needed
- F. Obtain customer approval prior to proceeding with any repair or service outside the scope of this agreement
- G. Repair costs shall be discounted 10% from our standard rate.
- H. Report to the person or office designated in writing by the customer.

2.0 GENERAL CONDITIONS

- A. The customer will permit Comfort Masters Company personnel, the use of the common building equipment such as roof hatch access, elevators, etc., together with free and timely access to the necessary areas.
- B. Comfort Masters Company will not be required to remove, replace or alter any part of the building structure in the performance of this agreement.
- C. All work referred to in this agreement shall be performed during the regular working hours of 8:00 AM to 5:00 PM, Monday through Friday, except holidays. If for any reason the customer requests or requires that work required in this contract, or service work be performed beyond the regular working hours, the customer agrees to pay the difference between regular rates and premium labor rates. Calls for emergency service after 5:00 PM and on weekends will be at the Premium Labor Rate.
- D. This agreement takes into consideration the extension of the manufacturers warranties to the customer on equipment outlined herein.
- E. In the event of any alterations, additions, adjustments or repairs done by others, Comfort Masters Company assumes no responsibility and has the option to terminate this agreement.
- F. Comfort Masters Company shall not be liable for any loss, delay, injury, or damage that may be caused by circumstances beyond its control including but not restricted to acts of God, war, civil commotion, terrorism, acts of government, fire, theft, corrosion, floods, freeze-ups, strikes, lock-outs, riots, brown-outs, voltage fluctuations, difference with other trades, explosions, quarantine restrictions, delays in transportation, shortage of fuel, labor, materials or malicious mischief.

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- SERVICE
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- G. Comfort Masters shall not, under any circumstances, be liable for any accident, injury, breakage, loss or damage to the equipment or machinery, appliance or property equipment connected therewith, or the resultant consequences, unless such loss or damage is caused by negligent act of omission by employees of Comfort Masters Company.
- H. In no event shall Comfort Masters Company be liable for business interruption losses, consequential or speculative damages.
- I. Comfort Masters Company shall not be responsible for the original system design, installation or its performance in maintaining design conditions.
- J. It is assumed that the equipment covered under this Agreement is a maintainable condition and is eligible for a Maintenance Agreement. If, at first inspection repairs not under Agreement are found necessary for the efficient operation of said equipment, a cost analysis for repair shall be submitted for the owner's approval. If repair of said equipment is declined, those items may be voided from Agreement and the price of the Agreement will be adjusted accordingly.
- K. This agreement covers the complete understanding between Comfort Masters Company and the customer and shall be a valid contract only when accepted and approved by an authorized person for both parties. No verbal representations shall be binding on either party.

3.0 MAINTENANCE TASKS

Maintenance shall be performed in accordance with the Manufacturers Maintenance Check List. Filters shall be included in the cost of this contract and shall be changed at each visit.

4.0 EQUIPMENT COVERED AND FILTER INFORMATION

Twenty-Two (22) Dual Compressor Packaged Units
Nineteen (19) Single Compressor Packaged Units
Thirty-Nine (39) Split DX Heat Pumps
Thirty-Nine (39) Fan Coil Units

Three Filter Changes Per Year. Filters ARE INCLUDED in the cost of this agreement.

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- SERVICE
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- NEW INSTALLATIONS

5.0 TERMS AND PRICING

- A. This agreement is not binding until the equipment is checked by Comfort Masters Company and found to be in acceptable condition.
- B. This agreement shall commence upon receipt of paid invoice and shall continue thereafter until terminated. Either party may terminate this agreement for any reason whatsoever by giving the other party thirty days prior written notice.
- C. Upon cancellation, final payment to Comfort Masters Company, or refund to customer, shall be determined by dividing the annual contract price by 3 (the number of visits) to determine a per visit price. This number will be multiplied by the amount of visits actually performed for the contract year. Any monies paid by the customer for the contract year shall be applied to this number and either a refund to customer or a payment to Comfort Masters Company shall be made.
- D. Failure to make payment when due shall relieve Comfort Masters Company of the obligation of further performance of this agreement.
- E. This Maintenance Agreement with filters and labor shall be provided for the sum of:
 - \$ 16,556
 - \$ 1,379.67

6.0 EXECUTION BY AUTHORIZED REPRESENTATIVES

Submitted by Paul Solan of Comfort Masters Company on July 24, 2015

If this agreement is acceptable, please sign and return one copy.

Thank you for the opportunity to provide you with this Comfort Plus Agreement. Comfort Masters Company is committed to providing the highest level of customer service available. We look forward to working with you.

(Company Name)

(Authorized Signature)

(Title)

(Acceptance Date)

Industry Leaders Since 1969

6386 Montessouri St • Las Vegas, Nevada 89113 • Phone 702-869-8093 • Fax 702-869-0697

Visit Our Website at www.ComfortMasters.us

License # 53166



- SERVICE
- REPAIR
- NEW INSTALLATIONS

Comfort Plus Maintenance Agreement

Customer:	Academica Nevada	Job Name:	Somerset Academy Stephanie
Address:	1378 Paseo Verde Pkwy Ste 200	Job Address:	50 N. Stephanie St
City, State Zip:	Henderson, NV 89012	Job City, State Zip:	Henderson, NV 89074
Phone:	702-431-6260	Effective Start Date:	QUOTE
Fax:	702-431-6250	Renewal Date:	QUOTE
Contact:	Jake Smoot (702-431-6260)		

1.0 SERVICES PERFORMED

Comfort Masters Company agrees to:

- A. Provide planned maintenance of the HVAC Units as follows:
Fall Heating Checks and Filter Change with Labor
Spring Air Conditioning Checks and Filter Change with Labor
Winter Filter Change with Labor
Filters shall be included in the cost of this agreement.
One (1) Coil Cleaning and Belt Replacement for each unit.
Provide minor air adjustments as needed.
- B. Provide priority response for service required outside the scope of this agreement. Comfort Masters will respond to this customer's service request before providing service to any customer who does not have a contract.
- C. Provide service for only the equipment listed in this agreement
- D. Perform the services listed in this agreement
- E. Provide the customer with a separate written report for each piece of equipment for each inspection.
- E. Inform the customer of corrective measures or repairs needed
- F. Obtain customer approval prior to proceeding with any repair or service outside the scope of this agreement
- G. Repair costs shall be discounted 10% from our standard rate.
- H. Report to the person or office designated in writing by the customer.

2.0 GENERAL CONDITIONS

- A. The customer will permit Comfort Masters Company personnel, the use of the common building equipment such as roof hatch access, elevators, etc., together with free and timely access to the necessary areas.
- B. Comfort Masters Company will not be required to remove, replace or alter any part of the building structure in the performance of this agreement.
- C. All work referred to in this agreement shall be performed during the regular working hours of 8:00 AM to 5:00 PM, Monday through Friday, except holidays. If for any reason the customer requests or requires that work required in this contract, or service work be performed beyond the regular working hours, the customer agrees to pay the difference between regular rates and premium labor rates. Calls for emergency service after 5:00 PM and on weekends will be at the Premium Labor Rate.
- D. This agreement takes into consideration the extension of the manufacturers warranties to the customer on equipment outlined herein.
- E. In the event of any alterations, additions, adjustments or repairs done by others, Comfort Masters Company assumes no responsibility and has the option to terminate this agreement.
- F. Comfort Masters Company shall not be liable for any loss, delay, injury, or damage that may be caused by circumstances beyond its control including but not restricted to acts of God, war, civil commotion, terrorism, acts of government, fire, theft, corrosion, floods, freeze-ups, strikes, lock-outs, riots, brown-outs, voltage fluctuations, difference with other trades, explosions, quarantine restrictions, delays in transportation, shortage of fuel, labor, materials or malicious mischief.

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- SERVICE
- REPAIR
- NEW INSTALLATIONS

- G. Comfort Masters shall not, under any circumstances, be liable for any accident, injury, breakage, loss or damage to the equipment or machinery, appliance or property equipment connected therewith, or the resultant consequences, unless such loss or damage is caused by negligent act of omission by employees of Comfort Masters Company.
- H. In no event shall Comfort Masters Company be liable for business interruption losses, consequential or speculative damages.
- I. Comfort Masters Company shall not be responsible for the original system design, installation or its performance in maintaining design conditions.
- J. It is assumed that the equipment covered under this Agreement is a maintainable condition and is eligible for a Maintenance Agreement. If, at first inspection repairs not under Agreement are found necessary for the efficient operation of said equipment, a cost analysis for repair shall be submitted for the owner's approval. If repair of said equipment is declined, those items may be voided from Agreement and the price of the Agreement will be adjusted accordingly.
- K. This agreement covers the complete understanding between Comfort Masters Company and the customer and shall be a valid contract only when accepted and approved by an authorized person for both parties. No verbal representations shall be binding on either party.

3.0 MAINTENANCE TASKS

Maintenance shall be performed in accordance with the Manufacturers Maintenance Check List. Filters shall be included in the cost of this contract and shall be changed at each visit.

4.0 EQUIPMENT COVERED AND FILTER INFORMATION

Fifteen (15) Dual Compressor Packaged Units
Seven (7) Single Compressor Packaged Units
Twenty-Six (26) Split DX Heat Pumps
Twenty-Six (26) Fan Coil Units

Three Filter Changes Per Year. Filters ARE INCLUDED in the cost of this agreement.

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License # 53166



- SERVICE
- REPAIR
- NEW INSTALLATIONS

5.0 TERMS AND PRICING

- A. This agreement is not binding until the equipment is checked by Comfort Masters Company and found to be in acceptable condition.
- B. This agreement shall commence upon receipt of paid invoice and shall continue thereafter until terminated. Either party may terminate this agreement for any reason whatsoever by giving the other party thirty days prior written notice.
- C. Upon cancellation, final payment to Comfort Masters Company, or refund to customer, shall be determined by dividing the annual contract price by 3 (the number of visits) to determine a per visit price. This number will be multiplied by the amount of visits actually performed for the contract year. Any monies paid by the customer for the contract year shall be applied to this number and either a refund to customer or a payment to Comfort Masters Company shall be made.
- D. Failure to make payment when due shall relieve Comfort Masters Company of the obligation of further performance of this agreement.
- E. This Maintenance Agreement with filters and labor shall be provided for the sum of:
 - \$ 10,454
 - \$ 871.16

6.0 EXECUTION BY AUTHORIZED REPRESENTATIVES

Submitted by Paul Solan of Comfort Masters Company on July 24, 2015

If this agreement is acceptable, please sign and return one copy.

Thank you for the opportunity to provide you with this Comfort Plus Agreement. Comfort Masters Company is committed to providing the highest level of customer service available. We look forward to working with you.

(Company Name)

(Authorized Signature)

(Title)

(Acceptance Date)

Industry Leaders Since 1969

6386 Montessouri St • Las Vegas, Nevada 89113 • Phone 702-869-8093 • Fax 702-869-0697

Visit Our Website at www.ComfortMasters.us

License # 53166



410 Mark Leany Dr.
 Henderson, NV 89011
 Office 702.568.0137 • Fax 702.568.9971
 service@nosweatmechanical.com

PREVENTATIVE MAINTENANCE PROPOSAL

DATE: 7/21/2015

CUSTOMER: **Somerset Academy Rainbow**
 ATTENTION: Jacob Smoot
 ADDRESS: 4491 N. Rainbow Blvd.
 CITY, STATE & ZIP: Las Vegas, NV 89108
 PHONE:
 EMAIL:

SERVICE LOCATION: Somerset Academy Rainbow
 4491 N. Rainbow Blvd.
 Las Vegas, NV 89108

We are pleased to supply your firm with the following written proposal:

PREVENTATIVE MAINTENANCE PROGRAM TO INCLUDE THE FOLLOWING EQUIPMENT:

Quantity	Description	Services per Year
6	Carrier 5 ton Split AC Heat Pump Systems	3
8	Carrier 4 ton Split AC Heat Pump Systems	3
9	Carrier 3.5 ton Split AC Heat Pump Systems	3
1	Carrier 3 ton Split AC Heat Pump Systems	3
1	Carrier 2.5 ton Split AC Heat Pump Systems	3
2	Carrier 2 ton Split AC Heat Pump Systems	3
1	Mitsubishi 2 ton Mini Split Split System	3
15	Carrier 8.5 ton Roof Top Package AC Systems	3
2	Carrier 7.5 ton Roof Top Package AC Systems	3
1	Carrier 5 ton Roof Top Package AC Systems	3
1	Carrier 4 ton Roof Top Package AC Systems	3
1	Carrier 3 ton Roof Top Package AC Systems	3

SERVICES INCLUDED WITH EACH VISIT: Capicitor Test and Electrical Inspection, Preventative Maintenance, Filter Replacement.

*Coil Cleaning and Belt Replacement Provided Once per Year.

SERVICE RATES: Straight Time -- \$65.00 per hour (Normal hours of operation are 7:30am to 4:30pm Monday-Friday)

Emergency Service/After Hours -- \$82.50 per hour

Holidays -- \$110.00 per hour (includes Christmas, Thanksgiving Day, New Year's Day & 4th of July)

PRICE:

Total Annual Agreement Price: \$10,080.00

To be paid monthly in installments of: \$840.00 per month

EXCLUSIONS:

Any equipment not listed on this agreement. Repair or replacement of non-maintainable parts of the system. NSM is not responsible for (a) the design of the mechanical and/or plumbing system, (b) obsolescence, (c) water supply and drainage, (d) damages caused by freezing, (e) additional work required by government regulated codes, (f) additional work required to meet insurance requirements, (g) any air/water balancing, (h) safety tests, (i) electrical service or service requirements due to power failure, (j) misuse and/or abuse of system(s), (k) negligence by Customers or others, (l) vandalism, (m) and all other causes that are beyond NSM's control.

LICENSE #75507, C21B, LIMIT \$2,000,000 • BONDED & INSURED

ACCEPTANCE OF PROPOSAL:

The above prices, terms and conditions are satisfactory and are hereby accepted as confirmed with my signature below. I am authorized to sign on behalf of the customer and order the work which has been outlined above. I hereby request a preventative maintenance program from No Sweat Mechanical LLC as outlined above. I understand that the program is not effective until agreement has been executed by both parties and payment has been made as outlined above.

SIGNED: _____

DATE: _____

PRINT NAME: _____

TITLE: _____



410 Mark Leany Dr.
 Henderson, NV 89011
 Office 702.568.0137 • Fax 702.568.9971
 service@nosweatmechanical.com

PREVENTATIVE MAINTENANCE PROPOSAL

DATE: 8/17/2015

CUSTOMER: **Somerset Academy Losee ES**
 ATTENTION: Jacob Smoot
 ADDRESS: 4650 Losee Rd.
 CITY, STATE & ZIP: Las Vegas, NV 89030
 PHONE: 702-902-5466
 EMAIL:

SERVICE LOCATION: Somerset Academy Losee ES
 4650 Losee Rd.
 Las Vegas, NV 89030

We are pleased to supply your firm with the following written proposal:

PREVENTATIVE MAINTENANCE PROGRAM TO INCLUDE THE FOLLOWING EQUIPMENT:

Quantity	Description	Services per Year
1	Carrier 5 ton Split AC Heat Pump System	3
5	Carrier 4 ton Split AC Heat Pump System	3
7	Carrier 3 ton Split AC Heat Pump System	3
1	Mitsubishi 3 ton Mini Split AC System	3
1	Mitsubishi 2 ton Mini Split AC System	3
3	Carrier 15 ton Roof Top Package AC System	3
8	Carrier 7.5 ton Roof Top Package AC System	3
3	Carrier 6 ton Roof Top Package AC System	3
8	Carrier 5 ton Roof Top Package AC System	3
2	Carrier 4 ton Roof Top Package AC System	3
1	Carrier 3 ton Roof Top Package AC System	3

SERVICES INCLUDED WITH EACH VISIT: Capicitor Test and Electrical Inspection, Preventative Maintenance, Filter Replacement.
 *Coil Cleaning and Belt Replacement Provided Once per Year.

SERVICE RATES: Straight Time -- \$65.00 per hour (Normal hours of operation are 7:30am to 4:30pm Monday-Friday)
 Emergency Service/After Hours -- \$82.50 per hour
 Holidays -- \$110.00 per hour (includes Christmas, Thanksgiving Day, New Year's Day & 4th of July)

PRICE:

Total Annual Agreement Price: \$9,000.00

(To be paid monthly in installments of: \$750.00 per month.)

EXCLUSIONS:

Any equipment not listed on this agreement. Repair or replacement of non-maintainable parts of the system. NSM is not responsible for (a) the design of the mechanical and/or plumbing system, (b) obsolescence, (c) water supply and drainage, (d) damages caused by freezing, (e) additional work required by government regulated codes, (f) additional work required to meet insurance requirements, (g) any air/water balancing, (h) safety tests, (i) electrical service or service requirements due to power failure, (j) misuse and/or abuse of system(s), (k) negligence by Customers or others, (l) vandalism, (m) and all other causes that are beyond NSM's control.

LICENSE #75507, C21B, LIMIT \$2,000,000 • BONDED & INSURED

ACCEPTANCE OF PROPOSAL:

The above prices, terms and conditions are satisfactory and are hereby accepted as confirmed with my signature below. I am authorized to sign on behalf of the customer and order the work which has been outlined above. I hereby request a preventative maintenance program from No Sweat Mechanical LLC as outlined above. I understand that the program is not effective until agreement has been executed by both parties and payment has been made as outlined above.

SIGNED: _____

DATE: _____

PRINT NAME: _____

TITLE: _____



410 Mark Leany Dr.
 Henderson, NV 89011
 Office 702.568.0137 • Fax 702.568.9971
 service@nosweatmechanical.com

PREVENTATIVE MAINTENANCE PROPOSAL

DATE: 8/17/2015

CUSTOMER: **Somerset Academy Losee MS**
 ATTENTION: Jacob Smoot
 ADDRESS: 4650 Losee Rd.
 CITY, STATE & ZIP: Las Vegas, NV 89030
 PHONE: 702-902-5466
 EMAIL:

SERVICE LOCATION: Somerset Academy Losee MS
 4650 Losee Rd.
 Las Vegas, NV 89030
 Middle School

We are pleased to supply your firm with the following written proposal:

PREVENTATIVE MAINTENANCE PROGRAM TO INCLUDE THE FOLLOWING EQUIPMENT:

Quantity	Description	Services per Year
4	Carrier 5 ton Split AC Heat Pump Systems	3
4	Carrier 4 ton Split AC Heat Pump Systems	3
11	Carrier 3 ton Split AC Heat Pump Systems	3
1	Mitsubishi 3 Ton Mini Split AC System	3
4	Carrier 15 ton Roof Top Package AC Systems	3
1	Carrier 10 ton Roof Top Package AC Systems	3
6	Carrier 7.5 ton Roof Top Package AC Systems	3
3	Carrier 6 ton Roof Top Package AC Systems	3
1	Carrier 5 ton Roof Top Package AC Systems	3
3	Carrier 4 ton Roof Top Package AC Systems	3

SERVICES INCLUDED WITH EACH VISIT: Capicitor Test and Electrical Inspection, Preventative Maintenance, Filter Replacement.
 *Coil Cleaning and Belt Replacement Provided Once per Year.

SERVICE RATES: Straight Time -- \$65.00 per hour (Normal hours of operation are 7:30am to 4:30pm Monday-Friday)
 Emergency Service/After Hours -- \$82.50 per hour
 Holidays -- \$110.00 per hour (includes Christmas, Thanksgiving Day, New Year's Day & 4th of July)

PRICE:

Total Annual Agreement Price: \$7,980.00

To be paid monthly in installments of: \$665.00 per month

EXCLUSIONS:

Any equipment not listed on this agreement. Repair or replacement of non-maintainable parts of the system. NSM is not responsible for (a) the design of the mechanical and/or plumbing system, (b) obsolescence, (c) water supply and drainage, (d) damages caused by freezing, (e) additional work required by government regulated codes, (f) additional work required to meet insurance requirements, (g) any air/water balancing, (h) safety tests, (i) electrical service or service requirements due to power failure, (j) misuse and/or abuse of system(s), (k) negligence by Customers or others, (l) vandalism, (m) and all other causes that are beyond NSM's control.

LICENSE #75507, C21B, LIMIT \$2,000,000 • BONDED & INSURED

ACCEPTANCE OF PROPOSAL:

The above prices, terms and conditions are satisfactory and are hereby accepted as confirmed with my signature below. I am authorized to sign on behalf of the customer and order the work which has been outlined above. I hereby request a preventative maintenance program from No Sweat Mechanical LLC as outlined above. I understand that the program is not effective until agreement has been excuted by both parties and payment has been made as outlined above.

SIGNED: _____

DATE: _____

PRINT NAME: _____

TITLE: _____



410 Mark Leany Dr.
 Henderson, NV 89011
 Office 702.568.0137 ▪ Fax 702.568.9971
 service@nosweatmechanical.com

PREVENTATIVE MAINTENANCE PROPOSAL

DATE: 8/17/2015

CUSTOMER: **Somerset NLV**
 ATTENTION: Jacob Smoot
 ADDRESS: 375 Centennial Pkwy.
 CITY, STATE & ZIP: North Las Vegas, NV 80931
 PHONE:
 EMAIL:

SERVICE LOCATION: Somerset NLV
 375 Centennial Pkwy.
 North Las Vegas, NV 80931

We are pleased to supply your firm with the following written proposal:

PREVENTATIVE MAINTENANCE PROGRAM TO INCLUDE THE FOLLOWING EQUIPMENT:

Quantity	Description	Services per Year
10	10 ton Package AC Systems	3
3	7.5 ton Package AC Systems	3
4	6 ton Package AC Systems	3
23	5 ton Package AC Systems	3
1	4 ton Package AC Systems	3
2	3 ton Package AC Systems	3
1	Mini Split AC system	3

SERVICES INCLUDED WITH EACH VISIT: Capicitor Test and Electrical Inspection, Preventative Maintenance, Filter Replacement.
 *Coil Cleaning and Belt Replacement Provided Once per Year.

SERVICE RATES: Straight Time -- \$65.00 per hour (Normal hours of operation are 7:30am to 4:30pm Monday-Friday)
 Emergency Service/After Hours -- \$82.50 per hour
 Holidays -- \$110.00 per hour (includes Christmas, Thanksgiving Day, New Year's Day & 4th of July)

PRICE:

Total Annual Agreement Price: \$9,900.00

(To be paid monthly in installments of: \$825.00 per month.)

EXCLUSIONS:

Any equipment not listed on this agreement. Repair or replacement of non-maintainable parts of the system. NSM is not responsible for (a) the design of the mechanical and/or plumbing system, (b) obsolescence, (c) water supply and drainage, (d) damages caused by freezing, (e) additional work required by government regulated codes, (f) additional work required to meet insurance requirements, (g) any air/water balancing, (h) safety tests, (i) electrical service or service requirements due to power failure, (j) misuse and/or abuse of system(s), (k) negligence by Customers or others, (l) vandalism, (m) and all other causes that are beyond NSM's control.

LICENSE #75507, C21B, LIMIT \$2,000,000 ▪ BONDED & INSURED

ACCEPTANCE OF PROPOSAL:

The above prices, terms and conditions are satisfactory and are hereby accepted as confirmed with my signature below. I am authorized to sign on behalf of the customer and order the work which has been outlined above. I hereby request a preventative maintenance program from No Sweat Mechanical LLC as outlined above. I understand that the program is not effective until agreement has been excuted by both parties and payment has been made as outlined above.

SIGNED: _____

DATE: _____

PRINT NAME: _____

TITLE: _____



410 Mark Leany Dr.
 Henderson, NV 89011
 Office 702.568.0137 • Fax 702.568.9971
 service@nosweatmechanical.com

PREVENTATIVE MAINTENANCE PROPOSAL

DATE: 7/21/2015

CUSTOMER: **Somerset Academy Sky Pointe ES**
 ATTENTION: Jacob Smoot
 ADDRESS: 7038 Sky Pointe
 CITY, STATE & ZIP: Las Vegas, NV 89131
 PHONE: 702-478-8888
 EMAIL:

SERVICE LOCATION: Somerset Academy Sky Pointe ES
 7038 Sky Pointe
 Las Vegas, NV 89131
 Elementary School

We are pleased to supply your firm with the following written proposal:

PREVENTATIVE MAINTENANCE PROGRAM TO INCLUDE THE FOLLOWING EQUIPMENT:

Quantity	Description	Services per Year
3	Carrier 10 ton roof top package AC systems	3
9	Carrier 7.5 ton roof top package AC systems	3
3	Carrier 5 ton roof top package AC systems	3
1	Carrier 4 ton roof top package AC systems	3
1	Carrier 2.5 ton roof top package AC systems	3
2	Carrier 2 ton roof top package AC systems	3
2	2 ton mini split AC system	3
15	4 ton split AC system	3
1	2.5 ton split AC system	3

SERVICES INCLUDED WITH EACH VISIT: Capicitor Test and Electrical Inspection, Preventative Maintenance, Filter Replacement.
 *Coil Cleaning and Belt Replacement Provided Once per Year.

SERVICE RATES: Straight Time -- \$65.00 per hour (Normal hours of operation are 7:30am to 4:30pm Monday-Friday)
 Emergency Service/After Hours -- \$82.50 per hour
 Holidays -- \$110.00 per hour (includes Christmas, Thanksgiving Day, New Year's Day & 4th of July)

PRICE:

Total Annual Agreement Price: \$8,325.00

To be paid monthly in installments of: \$693.75 per month

EXCLUSIONS:

Any equipment not listed on this agreement. Repair or replacement of non-maintainable parts of the system. NSM is not responsible for (a) the design of the mechanical and/or plumbing system, (b) obsolescence, (c) water supply and drainage, (d) damages caused by freezing, (e) additional work required by government regulated codes, (f) additional work required to meet insurance requirements, (g) any air/water balancing, (h) safety tests, (i) electrical service or service requirements due to power failure, (j) misuse and/or abuse of system(s), (k) negligence by Customers or others, (l) vandalism, (m) and all other causes that are beyond NSM's control.

LICENSE #75507, C21B, LIMIT \$2,000,000 • BONDED & INSURED

ACCEPTANCE OF PROPOSAL:

The above prices, terms and conditions are satisfactory and are hereby accepted as confirmed with my signature below. I am authorized to sign on behalf of the customer and order the work which has been outlined above. I hereby request a preventative maintenance program from No Sweat Mechanical LLC as outlined above. I understand that the program is not effective until agreement has been executed by both parties and payment has been made as outlined above.

SIGNED: _____

DATE: _____

PRINT NAME: _____

TITLE: _____



410 Mark Leany Dr.
 Henderson, NV 89011
 Office 702.568.0137 • Fax 702.568.9971
 service@nosweatmechanical.com

PREVENTATIVE MAINTENANCE PROPOSAL

DATE: 9/11/2015

CUSTOMER: **Somerset Academy Sky Pointe HS**
 ATTENTION: Jacob Smoot
 ADDRESS: 7038 Sky Pointe
 CITY, STATE & ZIP: Las Vegas, NV 89131
 PHONE: 702-478-8888
 EMAIL:

SERVICE LOCATION: Somerset Academy Sky Pointe HS
 7038 Sky Pointe
 Las Vegas, NV 89131
 High School

We are pleased to supply your firm with the following written proposal:

PREVENTATIVE MAINTENANCE PROGRAM TO INCLUDE THE FOLLOWING EQUIPMENT:

Quantity	Description	Services per Year
3	Carrier 15 ton roof top package AC systems	3
2	Carrier 7.5 ton roof top package AC systems	3
1	Carrier 6 ton roof top package AC systems	3
3	Carrier 5 ton roof top package AC systems	3
3	Carrier 4 ton roof top package AC systems	3
3	Carrier 2.5 ton roof top package AC systems	3
3	Carrier 2 ton roof top package AC systems	3
2	2 ton mini split AC system	3
7	4 ton split AC system	3

SERVICES INCLUDED WITH EACH VISIT: Capicitor Test and Electrical Inspection, Preventative Maintenance, Filter Replacement.
 *Coil Cleaning and Belt Replacement Provided Once per Year.

SERVICE RATES: Straight Time -- \$65.00 per hour (Normal hours of operation are 7:30am to 4:30pm Monday-Friday)
 Emergency Service/After Hours -- \$82.50 per hour
 Holidays -- \$110.00 per hour (includes Christmas, Thanksgiving Day, New Year's Day & 4th of July)

PRICE:

Total Annual Agreement Price: \$5,670.00

(To be paid monthly in installments of: \$472.50 per month.)

EXCLUSIONS:

Any equipment not listed on this agreement. Repair or replacement of non-maintainable parts of the system. NSM is not responsible for (a) the design of the mechanical and/or plumbing system, (b) obsolescence, (c) water supply and drainage, (d) damages caused by freezing, (e) additional work required by government regulated codes, (f) additional work required to meet insurance requirements, (g) any air/water balancing, (h) safety tests, (i) electrical service or service requirements due to power failure, (j) misuse and/or abuse of system(s), (k) negligence by Customers or others, (l) vandalism, (m) and all other causes that are beyond NSM's control.

LICENSE #75507, C21B, LIMIT \$2,000,000 • BONDED & INSURED

ACCEPTANCE OF PROPOSAL:

The above prices, terms and conditions are satisfactory and are hereby accepted as confirmed with my signature below. I am authorized to sign on behalf of the customer and order the work which has been outlined above. I hereby request a preventative maintenance program from No Sweat Mechanical LLC as outlined above. I understand that the program is not effective until agreement has been excuted by both parties and payment has been made as outlined above.

SIGNED: _____

DATE: _____

PRINT NAME: _____

TITLE: _____



410 Mark Leany Dr.
 Henderson, NV 89011
 Office 702.568.0137 ▪ Fax 702.568.9971
 service@nosweatmechanical.com

PREVENTATIVE MAINTENANCE PROPOSAL

DATE: 9/11/2015

CUSTOMER: **Somerset Academy Sky Pointe**
 ATTENTION: Jacob Smoot
 ADDRESS: 7038 Sky Pointe
 CITY, STATE & ZIP: Las Vegas, NV 89131
 PHONE: 702-478-8888
 EMAIL:

SERVICE LOCATION: Somerset Academy Sky Pointe
 7038 Sky Pointe
 Las Vegas, NV 89131
 Middle School

We are pleased to supply your firm with the following written proposal:

PREVENTATIVE MAINTENANCE PROGRAM TO INCLUDE THE FOLLOWING EQUIPMENT:

Quantity	Description	Services per Year
4	Carrier 7.5 ton roof top package AC systems	3
3	Carrier 6 ton roof top package AC systems	3
2	2 ton mini split AC system	3
13	4 ton split AC system	3

SERVICES INCLUDED WITH EACH VISIT: Capicitor Test and Electrical Inspection, Preventative Maintenance, Filter Replacement.
 *Coil Cleaning and Belt Replacement Provided Once per Year.

SERVICE RATES: Straight Time -- \$65.00 per hour (Normal hours of operation are 7:30am to 4:30pm Monday-Friday)
 Emergency Service/After Hours -- \$82.50 per hour
 Holidays -- \$110.00 per hour (includes Christmas, Thanksgiving Day, New Year's Day & 4th of July)

PRICE:

Total Annual Agreement Price: \$4,950.00

(To be paid monthly in installments of: \$412.50 per month.)

EXCLUSIONS:

Any equipment not listed on this agreement. Repair or replacement of non-maintainable parts of the system. NSM is not responsible for (a) the design of the mechanical and/or plumbing system, (b) obsolescence, (c) water supply and drainage, (d) damages caused by freezing, (e) additional work required by government regulated codes, (f) additional work required to meet insurance requirements, (g) any air/water balancing, (h) safety tests, (i) electrical service or service requirements due to power failure, (j) misuse and/or abuse of system(s), (k) negligence by Customers or others, (l) vandalism, (m) and all other causes that are beyond NSM's control.

LICENSE #75507, C21B, LIMIT \$2,000,000 ▪ BONDED & INSURED

ACCEPTANCE OF PROPOSAL:

The above prices, terms and conditions are satisfactory and are hereby accepted as confirmed with my signature below. I am authorized to sign on behalf of the customer and order the work which has been outlined above. I hereby request a preventative maintenance program from No Sweat Mechanical LLC as outlined above. I understand that the program is not effective until agreement has been executed by both parties and payment has been made as outlined above.

SIGNED: _____

DATE: _____

PRINT NAME: _____

TITLE: _____



410 Mark Leany Dr.
 Henderson, NV 89011
 Office 702.568.0137 • Fax 702.568.9971
 service@nosweatmechanical.com

PREVENTATIVE MAINTENANCE PROPOSAL

DATE: 8/13/2015

CUSTOMER: **Somerset Academy Stephanie**
 ATTENTION: Jacob Smoot
 ADDRESS: 50 N. Stephanie St.
 CITY, STATE & ZIP: Henderson, NV 89014
 PHONE: 702-998-0500
 EMAIL:

SERVICE LOCATION: Somerset Academy Stephanie
 50 N. Stephanie St.
 Henderson, NV 89014

We are pleased to supply your firm with the following written proposal:

PREVENTATIVE MAINTENANCE PROGRAM TO INCLUDE THE FOLLOWING EQUIPMENT:

Quantity	Description	Services per Year
19	Carrier 4 ton Split AC Heat Pump Systems	3
5	Carrier 2.5 ton Split AC Heat Pump Systems	3
1	Carrier 2 ton Split AC Heat Pump Systems	3
1	Carrier 1.5 ton Split AC Heat Pump Systems	3
1	Mitsubishi 1.5 Ton Mini Split AC System	3
3	Carrier 20 ton Roof Top Package AC Systems	3
11	Carrier 8.5 ton Roof Top Package AC Systems	3
3	Carrier 6 ton Roof Top Package AC Systems	3
2	Carrier 4 ton Roof Top Package AC Systems	3
1	Carrier 3 ton Roof Top Package AC Systems	3
1	Carrier 2.5 ton Roof Top Package AC Systems	3
1	Carrier 2 ton Roof Top Package AC Systems	3

SERVICES INCLUDED WITH EACH VISIT: Capicitor Test and Electrical Inspection, Preventative Maintenance, Filter Replacement.
 *Coil Cleaning and Belt Replacement Provided Once per Year.

SERVICE RATES: Straight Time -- \$65.00 per hour (Normal hours of operation are 7:30am to 4:30pm Monday-Friday)
 Emergency Service/After Hours -- \$82.50 per hour
 Holidays -- \$110.00 per hour (includes Christmas, Thanksgiving Day, New Year's Day & 4th of July)

PRICE:

Total Annual Agreement Price: \$10,290.00

To be paid monthly in installments of: \$857.50 per month

EXCLUSIONS:

Any equipment not listed on this agreement. Repair or replacement of non-maintainable parts of the system. NSM is not responsible for (a) the design of the mechanical and/or plumbing system, (b) obsolescence, (c) water supply and drainage, (d) damages caused by freezing, (e) additional work required by government regulated codes, (f) additional work required to meet insurance requirements, (g) any air/water balancing, (h) safety tests, (i) electrical service or service requirements due to power failure, (j) misuse and/or abuse of system(s), (k) negligence by Customers or others, (l) vandalism, (m) and all other causes that are beyond NSM's control.

LICENSE #75507, C21B, LIMIT \$2,000,000 • BONDED & INSURED

ACCEPTANCE OF PROPOSAL:

The above prices, terms and conditions are satisfactory and are hereby accepted as confirmed with my signature below. I am authorized to sign on behalf of the customer and order the work which has been outlined above. I hereby request a preventative maintenance program from No Sweat Mechanical LLC as outlined above. I understand that the program is not effective until agreement has been excuted by both parties and payment has been made as outlined above.

SIGNED: _____

DATE: _____

PRINT NAME: _____

TITLE: _____

SOMERSET ACADEMY OF LAS VEGAS

Supporting Document

Meeting Date: September 16, 2015
Agenda Item: 4 – Review and Approval of Participation in the National School Lunch Program.
Number of Enclosures: 3

SUBJECT: Review and Approval of Participation in the National School Lunch Program

Action
 Appointments
 Approval
 Consent Agenda
 Information
 Public Hearing
 Regular Adoption

Presenter (s): John Barlow / Becca Fitzgerald

Recommendation:

Proposed wording for motion/action:

Motion to Approve Somerset Academy of Las Vegas' participation in the National School Lunch Program and to appoint Executive Director John Barlow as the Designated Lunch Official.

Fiscal Impact: N/A

Estimated Length of time for consideration (in minutes): 5-10 minutes

Background: A Review and approval of Somerset Academy's participation in the National School Lunch Program.

Submitted By: Staff



FOOD AND NUTRITION
DIVISION

Nevada's School Lunch & Breakfast Program

**Small
Schools
Manual**

Nevada Department of Agriculture | Division of Food & Nutrition | 775-353-3758 | agri.nv.gov

FORWARD

This manual contains information for School Food Authorities (SFA) which either participate or would like to participate in the National School Lunch Program (NSLP), and/or the School Breakfast Program (SBP), or the Special Milk Program (SMP). Since numerous procedures are unique to SFAs, we felt that it would be helpful to incorporate regulations, instructions, and guidance into one manual for easy reference.

All School Nutrition Programs (SNP), including NSLP, SBP, and SMP, are administered by a State Agency (SA), which in our state is the Nevada Department of Agriculture- Food and Nutrition Division. You are encouraged to contact the SA with your questions or for on-site technical assistance.

This manual is based on information developed by the Nevada Department of Agriculture, Food and Nutrition Division and the United States Department of Agriculture - Child Nutrition Programs.

Nevada Department of
Agriculture
Food and Nutrition Division
405 S 21st Sparks, NV
89431

Phone: 775-353-3758

http://agri.nv.gov/Food/FoodNutrition_Home/

2014 15 School Year

Revised 10/2014

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INTRODUCTION

History

Since 1946, the National School Lunch Program has provided financial support and federally purchased commodities to help schools serve nourishing, well-balanced meals to children. The Child Nutrition Act of 1966 expanded the program to include breakfast. Of particular importance are three amendments to the National School Lunch Act:

- 1975 - Extended eligibility to include residential child care institutions (RCCI)
- 2004 - Established wellness goals
- 2010 - Healthy Hunger Free Kids Act (HHFKA)

Purpose

The purpose of all Child Nutrition Programs is stated as policy in the National School Lunch Act:

It is hereby declared to be the policy of Congress, as a measure of national security to safeguard the health and well-being of the Nation's children and to encourage the domestic consumption of nutritious agricultural commodities and other food, by assisting the States, through grants-in-aid and other means, in providing.....for the establishment, maintenance, operation, and expansion of non-profit school lunch programs.

The benefits of sponsoring School Nutrition Programs (SNP) such as the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the schools include cash reimbursement for breakfasts, lunches and snacks planned according to nutritionally adequate meal patterns and served to eligible students, as well as the provision of USDA donated food assistance (commodities) through the Food Distribution Program (FDP).

Applicable Regulations

Regulations which are pertinent to the operations of the School Nutrition Programs in a school are 7 CFR: Part 210, Part 220, Part 245, Part 250, and Part 3015. All regulations are available on the USDA website – Child Nutrition <http://www.fns.usda.gov/school-meals/child-nutrition-programs>

7 CFR - Title 7 Code of Federal Regulations <http://www.fns.usda.gov/school-meals/legislation>

7 CFR Part 210, National School Lunch Program (NSLP) - Sets forth the requirements for participation in the NSLP. It specifies program responsibilities of State and local officials in the area of program administration, preparation and service of nutritious lunches, payment of funds, use of program funds including program monitoring, reporting and recording requirements.

7 CFR Part 220, School Breakfast Program (SBP) - Sets policies and prescribes regulations necessary to carry out the provisions of Section 4 of the Child Nutrition Act of 1966, as amended, which authorizes payments to the states to assist them to initiate, maintain or expand nonprofit breakfast programs in schools and RCCIs.

7 CFR Part 245, Determining Eligibility for Free and Reduced Price Meals and Free Milk in Schools
Sets forth the policies and prescribes regulations for determining the eligibility of children to receive free and reduced price meals based on evaluation and verification of a family-based application process.

7 CFR Part 250, Donation of Foods for Use in the United States - Sets forth the terms and conditions under which donated foods may be obtained from the USDA for use in the Child Nutrition Programs.

7 CFR Part 301, The uniform Federal assistance regulations published by the USDA to implement the Office of Management and Budget circular: A-21, A-87, A-102, A-110, A-122 and A-128.

<http://www.fns.usda.gov/cacfp/financial-management-tools>

<http://www.ecfr.gov/>

Common Acronyms used in the Child Nutrition Programs

AR	Administrative Review
ADA	Average Daily Attendance
ADP	Average Daily Participation
CFR	Code of Federal Regulations
CNP	Child Nutrition Programs (all nutrition programs funded via USDA)
CNP Software	Child Nutrition Programs online reporting system
FSMC	Food Service Management Company
FDP	Food Distribution Program
FNS	Food and Nutrition Service (USDA)
LEA	Local Education Agency
NDA	Nevada Department of Agriculture
NSLP	National School Lunch Program
OvS	Offer versus Serve
RCCI	Residential Child Care Institution
SA	State Agency (NDA)
SBP	School Breakfast Program
S&CN	School and Community Nutrition
SFA	School Food Authority
SMP	Special Milk Program
SNP	School Nutrition Programs (Lunch, Breakfast, Snacks, Special Milk)
USDA	United States Department of Agriculture

GENERAL PROGRAM REQUIREMENTS for SFAs

SCHOOL FOOD AUTHORITY (SFA) means the governing body which is responsible for the administration of one or more schools, and has legal authority to operate the National School Lunch Program or School Breakfast Program therein or be otherwise approved by FNS to operate the program. The school system superintendent is typically the person authorized by the governing body to sign legal documents for the SFA. The term LOCAL EDUCATION AGENCY (LEA) is used for the local agency responsible for the application, certification, and verification activities of the NSLP and SBP.

All Schools participation in the NSLP or SBP must make free and reduced priced meals available to all eligible children; all schools and institutions participating in the free milk option of the SMP must make free milk available to eligible children.

Agreement with the State Agency (SA)

The application packet incorporates the sponsor and site applications, a Policy Statement, Signature Authority - USER ID, the Appeal Process, Program Certifications for HACCP and Wellness, and Civil Rights information. The application process and signed agreement (blue ink only) sets forth the terms, conditions, and covenants necessary to comply with government regulations of the programs. It is signed at the state level, thus becoming the agreement or legal, binding contract. A copy of the signed agreement is returned to the SFA. It is the responsibility of the SFA administrative staff to oversee the programs to assure that they are carried out successfully within the framework of the contract. It is imperative that food service employees in administrative and supervisory capacities become familiar with this document and with the Policy Statement.

To become a sponsor of NSLP and SBP, you must request access to the online application. This application consists of sponsor demographics and a site application for each proposed site. Additionally, there are forms available from the document download which must be completed, printed or PDF'd, and submitted manually or electronically. The agreement is the main document in this group, which establishes legal lines of responsibility with the SA. Sponsors must complete annual renewals to extend participation from year to year.

Policy Statements

All LEAs participating in the NSLP, SBP, or the SMP must have an approved free and reduced price policy statement on file at the SA. If an LEA is just starting its participation in the CNP, it must submit its policy statement to the SA for approval as part of the application process. Once approved the policy statement becomes a permanent document, but must be amended when the LEA makes a substantive change in its free and reduced priced price policy. Pricing programs (where children pay for the meals) most often found in schools, require a policy statement as outlined in 7 CFR Part 245.10.

SFAs and LEAS must avoid any policy or practices that have an effect of overtly identifying children receiving free or reduced priced meal benefits. LEAs and SFAs must assure that their policy statement complies with this requirement. Please refer to the Appendix for the Requirements of the Policy Statement.

Media Release

Near the beginning of each school year, the public must be notified that the NSLP, SBP and/or SMP are available in the school or school district. This notice must include the eligibility criteria for free and reduced meals and/or free milk. It must be provided to the local news media, the unemployment office, and any major employers who are contemplating large layoffs in the attendance area of the school. The public release must contain the same information supplied in the letter to households, except that the public release must contain both the free and reduced price Income Eligibility Guidelines (IEGs).

Informing Households

Each year, at the beginning of the school year, information letters must be distributed to the households of children attending the school. This letter tells the families which Child Nutrition Programs are available and notifies households that meals may be available free or at a reduced price, or that milk may be available free. The information letter must be sent to households of all schoolchildren either before the beginning of the school year or very early in the school year so eligibility determinations can be made for free and reduced benefits as soon as possible. The information letter may be distributed by the postal service, emailed to the parent/guardian or included in the information packet provided to students. Please refer to the USDA website for a prototype application packet.

If the LEA only uses paper applications, an application form and instructions must be included with the letter to households. If the LEA uses a computer or web-based system as one of their application processes, the information letter must inform the household how to access the system in order to apply for benefits. In addition, the letter must explain to the household how to obtain and submit a paper application.

Household Applications

LEAs must provide household applications to families applying for free or reduced price meals or free milk benefits. A household application is submitted by a household for all children in that household that attend schools in the same LEA.

Included on the website is a link to prototype “Family Friendly application” packages. The free and reduced application form has been translated into languages to assist LEAs to ensure that their application is made available in a language a LEP household can understand.

The LEA may make the application and supporting materials available electronically via the Internet. In addition, the LEA may accept applications electronically and may provide for electronic signatures for such submissions. All disclosure restrictions must be met and acceptance of the application and electronic signatures must be in accordance with guidance issued by FNS. Please refer to the link below for more information:

<http://www.fns.usda.gov/school-meals/applying-free-and-reduced-price-school-meals>

Food Safety

A Food Safety manual is required in each sponsoring facility.

The National School Lunch Act requires that two food safety inspections per school year be conducted by the State or local governmental agency responsible for inspections. If two inspections per year are not routinely provided by the health department, all sponsors of National School Lunch Programs must request these from their local county health department and keep documentation of the request. A copy of the most recent health inspection must be visibly posted in the facility for public viewing. Prior copies of the health inspections must be made available to the SA as part of the Administrative Review process.

Wellness Policy

Legislation places the responsibility of developing a wellness policy at the local level, so that the individual needs of each school district, school, or RCCI can be addressed. According to the requirements for the Local Wellness Policy, school districts must set goals for nutrition education, physical activity, campus food provision, and other school-based activities designed to promote student wellness. For more information and to view the Nevada School Wellness Policy and accompanying Best Practices Manual visit <http://nutrition.nv.gov/>

CIVIL RIGHTS

Any materials disseminated by an SFA regarding the School Meal Programs such as the free and reduced price meal application and benefit issuance letters must include the following statement:

- ★ **Non-discrimination Statement:** This explains what to do if you believe you have been treated unfairly.

In accordance with Federal law and U.S. Department of Agriculture policy, participating institutions are prohibited from discrimination on the basis of race, color, national origin, sex, age or disability.

The U.S Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), found at: <http://www.ascr.usda.gov/complaintfilingcust.html> or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

Children should not be required to use a separate dining area, go through a separate serving line, enter the dining area through a separate entrance or consume their meals at a separate time based on their race, sex, color, national origin, age, or disability.

SFAs must also have on file data on the racial/ethnic makeup of the children applying and participating in the School Meal Programs.

The “*...And Justice for All*” nondiscrimination poster must be displayed prominently near the point of meal service. The poster can be obtained by contacting our office.

Annually at least one person at the sponsor level must take the online Civil Rights Training and in turn provide the training to the food service employees. Civil Rights training materials can be accessed on our CNP website: <http://nvcnp.doe.nv.gov/>

Documentation of the annual training must be made available as part of the Administrative Review (AR) process by the SA.

Q. If I get a civil rights complaint, how do I handle it?

A. Each sponsor must have a policy related to protecting the civil rights of each individual. Each employee must be familiar with the process and how to submit the complaint to the facility management in accordance with the established policy. All complaints must be maintained by school year for state agency review.

Calendar of Due Dates

For all sponsors of the School Nutrition Programs, there are several items to be completed during each year. Please refer to Appendix A for this information.

CHILDREN'S FREE AND REDUCED PRICE ELIGIBILITY

It is necessary to establish the eligibility of the children participating in the NSLP and/or SBP.

Students

A student's eligibility for free, reduced or paid meal benefits is determined by:

- Categorical Eligibility such as a child who is a member of a household that receives benefits from Assistance Programs (Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF), Food Distribution Program on Indian Reservations (FDPIR) or other categorical Eligible programs including Direct Certification)
- Direct Certification is a process under which LEAs certify children who are members of households receiving assistance under the Assistance Programs (SNAP, TANF, or FDPIR) as eligible for free school meals, without further application, based on information provided by the State/local agency administering those programs; eligibility for free meals is extended to all children in a household in one member has been directly certified under the Assistance Programs. Automated data matching is the most common direct certification method used to directly certify students.
- Income Eligibility such as a child who is a member of a household that meets income eligibility requirements based on household size and the total household income to the applicable Income Eligibility Guidelines (IEG). The free guidelines are at or below 130 percent of the Federal poverty guidelines and the reduced price guidelines are between 130 and at or below 185 percent of the Federal poverty guidelines. The IEGs are adjusted annually by the Federal government and are effective July 1-June 30 of each year.
- Other Source Categorically Eligible children include migrant, runaway, homeless, foster children and federally funded programs such as Head Start Centers as well as State funded pre-kindergarten programs.
- Annual verification reporting is required of the number of students that are a DC SNAP match versus a DC "other" match
- A monthly listing is provide by the State Agency through a specialized program called Mustang; the link below contains a user guide and information to process the required match:
<https://files.nv.gov>
For more information on the matching, contact the Nevada Department of Agriculture.

For more eligibility information, please reference the USDA Eligibility Manual for Schools website below or contact the Nevada Department of Agriculture.

<http://www.fns.usda.gov/sites/default/files/cn/EliMan.pdf>

Notification of Eligibility

Households must be notified of their eligibility status. Households with children who are approved for free or reduced price benefits may be notified in writing or verbally.

Households with children who are denied benefits must be provided with written notification of the denial. The notification must advise the household of:

- Reason for denial of benefits;
- Right to appeal;
- Instructions on how to appeal; and
- Their ability to re-apply for free and reduced price benefits at any time during the school year

A household may appeal either the denial of benefits or the level of benefits for which they have been approved. When a household requests an appeal, the hearing procedures outlined in the LEA's free and reduced price policy statement must be followed.

Record Retention

All free and reduced price applications, including applications from households denied benefits and inactive applications, must be kept on file for a minimum of three (3) years after the final claim is submitted for the fiscal year in which they pertain.

Verification

Student's applications are subject to verification and verification summary reporting requirements. Verification is confirmation of eligibility for free and reduced price meals under NSLP and SBP. Verification is only required when eligibility is determined through the application process, not through direct certification conducted with an Assistance Program or officials or agencies that documented Other Source Categorical Eligibility. Verification must include either confirmation of income eligibility or confirmation that the child or any member of the household is receiving assistance under SNAP, FDPIR, or TANF or that a child is Other Source Categorically Eligible. Verification may include confirmation of any other information required on the application, such as household size.

The verification for the sample pool is based on the total number of approved applications as of October 1st. Once the sample pool is determined, the LEA calculates the sample size-the number of applications that must be verified. At least one application must always be verified. The verification activities must be complete by November 15th of each school year. Please check the USDA regulations for specific verification requirements and current procedures at:

<http://www.fns.usda.gov/school-meals/guidance-and-resources>

MENU PLANNING

Meals served in the NSLP should always be nutritious, well-balanced and designed so that over a period of time, they will provide children with approximately one-third of the nutrients they need according to the Recommended Dietary Allowances.

We have also included more resources in the Appendix to assist with meal requirements for **School Lunch, School Breakfast, and the Afterschool Snack Program**. Another helpful resource is the Food Buying Guide for Child Nutrition Programs-

<http://www.fns.usda.gov/tn/food-buying-guide-school-meal-programs>

Meal Requirements: National School Lunch Program

A complete lunch consists of the five food components:

FIVE COMPONENTS (in at least the minimum required amounts)

- Meat/Meat Alternate
- Vegetable
- Fruit
- Grains/Bread
- Fluid Milk

Milk: Must offer daily variety of the following (2 choices):

- Fat free unflavored,
- Fat Free flavored,
- Low fat (1% or less unflavored)

Daily minimum quantity requirement for Fruits and Vegetables (separate components)

- Fruit: Frozen, canned (100% juice or light syrup), and dried are allowed in addition to fresh fruit
- No more than half of the weekly fruit offering may be offered in form of 100% juice

Weekly vegetable variety requirements (5 subgroups)

- Red/Orange (carrots, tomatoes, sweet potatoes)
- Dark green (romaine, spinach, broccoli)
- Legumes/beans/peas (kidney beans, chickpeas)
- Starchy (white potatoes, corn, green peas)
- Other (cucumber, celery, mushrooms)

Grain/Bread: All grains must meet whole grain rich criteria

- Element 1: Food must meet ounce requirement (size) requirement
- Element 2: Whole grain component must meet at least one of the following:
 - Whole grain content per oz. eq. must be at least 8.0 grams
 - Product must include FDA whole grain health claim
 - A whole grain is the first ingredient listed in the product

Meat/Meat Alternate:

Operators can continue to offer wide variety of products

- Lean meats and poultry, eggs, fish
- Low fat cheeses, yogurt, beans, nuts and seeds
- Tofu and soy yogurt now creditable

Other Nutritional Requirements:

- Saturated Fat: less than 10% of calories
- Trans fat: zero grams per offered portion
- Calories: minimum and maximum
- Sodium : first target range begins in 2014 15 and phased in gradually

SAMPLE LUNCH MENU

Toasted Cheese Sandwich on
Whole Grain Bread
Tossed Salad
Banana
Milk

FOOD ITEM

Cheese
Bread
Romaine, tomatoes & carrots
Banana
1% Milk

FOOD COMPONENT

Meat/Meat Alternate
Grains/Bread
Vegetable
Fruit
Fluid Milk

Meal Requirements: School Breakfast Program

- A complete breakfast consists of three food components, as follows: These are fruits (or vegetables as substitute); grains (with optional meat/meat alternate); and fluid milk.
- A food item is a specific food offered within the three food components. Same requirements apply as lunch meal pattern in regards to Grain/Bread, Fruit, Milk and Other areas: saturated fat, trans fat, and calories.

SAMPLE BREAKFAST MENU	FOOD ITEM	FOOD COMPONENT
French Toast-Whole Grain	Bread	Grain/Bread
Applesauce	Fruit	Fruit
Fresh Peaches	Fruit	Fruit
Milk	1% Milk	Fluid Milk

For additional information refer to the following USDA document:

“Nutrition Standards in the National School Lunch and School Breakfast Programs”

<http://www.fns.usda.gov/school-meals/nutrition-standards-school-meals>

<http://www.fns.usda.gov/sites/default/files/SP10-2012av7.pdf>

Offer versus Serve

Offer versus serve or OvS is a concept that applies to menu planning and the meal service. OvS allows students to decline some of the food offered in a reimbursable lunch or breakfast. The goals of OvS are to reduce food waste and to permit students to choose the foods they want to eat. Because students may choose fewer selections under OvS, guidance is provided on what constitutes a reimbursable lunch and breakfast. If properly implemented, OvS should reduce food waste, since children would not be forced to accept food they do not wish to eat. The reduction of food waste may not be achieved, however, unless managers take care to avoid overproduction. To ensure proper planning for OvS, Managers will need to keep accurate daily records of food production for each menu item. These regulations mandate that the OvS provision be implemented in institutions serving students of a high school grade level as defined by the State. Children **must be offered** all **five** food components; to be reimbursable children must choose at least full portions of **three** of the five components offered, and one must be a fruit or vegetable.

SFAs which have OvS in their breakfast programs must offer **four** food items to all children from the three food components, including 1 cup of fruit daily. Children then have the option to choose at least **three** of the four items offered. For more information, refer to the USDA website below:

<http://www.fns.usda.gov/school-meals/guidance-and-resources>

LUNCH:

Required at senior high school level only

- Must offer all 5 food components in at least the minimum required amounts
- Student must select at least 3 food components
- Students must select a fruit or a vegetable (at least ½ cup for all age/grade groups)
- For other components, student must take daily minimum required amount to count as a component

BREAKFAST:

For the purposes of OvS, a school must offer at least four food items that meet the required food amount from three food components. Under the OvS, the student must select three food items, including at least ½ cup of fruits to have a reimbursable breakfast.

http://www.fns.usda.gov/tn/Resources/offer_v_serve.html

- <http://www.fns.usda.gov/school-meals/guidance-and-resources>
- <http://www.fns.usda.gov/sites/default/files/SP57-2014a.pdf>

Food Production Records

You must complete food production records and retain them on file to document that meals claimed for reimbursement meet the quantity and component requirements. The SA does not require a specific form, but the form should contain all the same information as the suggested sample in the Appendix. The food production records should show the quantities of food prepared (in cans, lbs., servings, etc.) and left over each time reimbursable meals are served. The record should also include a space for other pertinent information about the day's production, such as overproduction due to circumstances beyond the manager's control, and comments on acceptance of each menu item. These records then become a valuable planning tool, since you can use them to help estimate the amount of each menu item to prepare the next time it is served.

Accurately maintained production records are required to claim reimbursable meals. SA staff only accepts production records as documentation of the service of reimbursable meals. **Purchase invoices are not accepted as a substitution for inaccurately maintained or missing production records.**

A sample Food Production Record may be found on the CNP link below:

http://nutrition.nv.gov/layouts/Page_Style_1.aspx?id=8674

Meal Requirements: Afterschool Snack Program

To be eligible for this program, the SFA must offer education or enrichment activities in an organized, structured and supervised environment AFTER school. See the Appendix for the snack meal requirements.

<http://www.fns.usda.gov/school-meals/afterschool-snacks-faqs>

Questions about menu planning

1. Q: How can food substitutions be made for medical, or dietary reasons?

A: Certain alterations for medical or dietary reasons may be made with a written statement from a doctor or other recognized medical authority, which recommends substitutions for the required items. A statement for each child should be on file. For more information, please refer to the USDA website:

<http://www.fns.usda.gov/school-meals/guidance-and-resources>

FOOD DISTRIBUTION PROGRAM

Eligibility for USDA Foods

USDA Foods are purchased by the government to improve the nutritional status of children and offered to SFAs based on NSLP participation.

The annual USDA Planned Assistance Level (PAL), often referred to as Entitlement, is distributed via the CNP Software System to eligible sponsors each year on an annual pre-order survey. The PAL is based on student participation in the NSLP the previous school year. In December or January, each school year, sponsors complete an online pre-order survey that indicates each sponsor's need for the types and amounts of USDA Foods they wish to receive beginning the following August.

USDA Foods are allocated, ordered and delivered through the Nevada State Purchasing Division. The SA will provide the Commodity Foods group with sponsor contact information when notifying that group of a new or terminating sponsor. The Commodity Foods website may be found at: <http://commodityfoods.nv.gov/>

Single Inventory Record Keeping System

Nevada, like many other states, has adopted the single inventory approach to receiving, storage and utilization of USDA Foods. Once a USDA Food item appears in a sponsor's CNP Software System inventory, it is considered to be commercial product regarding delivery, receiving, storage and utilization. The single inventory recordkeeping system combines purchased food and USDA Foods purchased for the School Nutrition Programs into one system. USDA's decision to purchase and distribute USDA Foods in commercial labels rather than USDA labels created a need to change inventory procedures. Since USDA Foods would be visually indistinguishable from purchased food, maintaining separate inventories for the two classes in order to facilitate compliance with existing regulations would be difficult.

Therefore, USDA granted states a waiver from certain regulatory requirements. States that adopted the single inventory system, and SFAs under their oversight, were instructed to apply the same recordkeeping and inventory requirements to USDA Foods that they use to safeguard foods purchased with School Nutrition Program funds.

Handling USDA Foods under the Single Inventory Record Keeping System -

1. The value of the USDA Food will be realized when title passes to the SFA. At that point, the product becomes the property of the SFA and is a nonprofit food service account asset.
2. The same inventory valuation method currently used by the SFA for purchased products applies to all USDA Foods. For example, if the SFA uses FIFO (first in-first out) for purchased products, the SFA would use FIFO for its USDA Foods.
3. The SFA will treat and safeguard its USDA Foods just as it now does with supplies purchased with nonprofit food service account funds. As always, good inventory management and control practices must be maintained.
4. The SFA may use the USDA Foods across programs as long as all income accrues to the nonprofit food service account in the same manner income currently accrues from the use of supplies purchased with nonprofit food service account funds.
5. When a loss of a USDA Food occurs after title has transferred, the SFA is required to use the same procedures currently in place for reporting purchased product losses. If the SFA is not obligated to report purchased product losses to the State agency, the SFA will no longer be responsible for reporting USDA Food losses. However, the SFA remains responsible for ensuring that all nonprofit food service resources are safeguarded and reminded that any misuse of nonprofit food service resources is subject to criminal prosecution under section 12(g) of the National School Lunch Act.
6. USDA Food entitlement credit will be available to SFAs that furnish food for nationally declared disaster feeding. The credit cannot exceed the lesser of the actual USDA Foods supplied or the amount of the USDA Foods received during the past 12 months.
7. Once received by the SFA, the State agency will not be involved in arranging or accounting for transfers to other agencies. Transferring of USDA Foods may still occur, however, arrangements will be made at a local level. Since the value of the USDA Food has already been realized by the SFA, no additional entitlement will be credited. It will be the responsibility of each SFA to recoup the transferred product value.
8. Food safety recalls will follow the current USDA Hold and Recall procedures. As with any commercial product,

can codes and establishment numbers will be used.

PROCUREMENT

The requirements as set forth in USDA regulations for each program are similar in scope. The parameters of all programs revolve around 7 CFR Parts 3016 & 3019. The program regulations that outline the basic requirements for procurement are: 7 CFR Part 210.16(b) & (c); 7 CFR Part 210.21. Part 210.21 will refer you to 3015; however, you will use 3016 (for public sponsors) or 3019 (for private-not-for-profit sponsors).

These standards do not relieve the grantee of any contractual responsibilities under its contracts. Grantees shall use their own procurement procedures which reflect State and local laws as they conform to USDA regulations (ref. 3016 or 3019).

- "Grantees shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees, or agents engaged in the award and administration of contracts supported by federal funds."

No one affiliated with the grantee (i.e. employee, officer, or agent) can take part in the selection or award of a contract supported by federal funds. **(A potential contractor cannot prepare and/or develop any procurement or contract documents. Part 3016.36(b)(3)(1-5) & 3019.42.**

- "The grantee shall establish procurement procedures which provide that proposed procurement shall be reviewed by grantee officials to avoid the purchase of unnecessary or duplicate items". (3016.36(b)(4))

Part 3016 stresses anticompetitive practices as implemented in Public Law 105-336. A potential contractor may provide specific information. However, a potential contractor cannot prepare procurement or contract documents (specifications, invitation to bid, statement of work, RFP, etc.) (3016.60(b)).

The grantee shall in its evaluation consider alternatives to ensure an economical purchase is made. Alternatives are, but not limited to; 1) breakout of different items so as not to limit competition; 2) or consolidate to achieve a more equitable price and /or fee; 3) and consider lease instead of purchase.

- "All procurement transactions regardless of whether by sealed bids or by negotiations, and without regard to dollar value, shall be conducted in a manner that provides maximum open and fair competition consistent with regulations. Procurement procedures shall not restrict or eliminate competition."

Awarding of a contract should only go to the contractor who can successfully carryout the terms and conditions of the proposal. Consideration should be given to integrity, past performance, and financial stability.

a) **Small purchases** - Simple and informal for procurement of services, and supplies whose cost in aggregate is less than \$150,000. If this procedure is used: "Price or rate quotations shall be obtained from an adequate number of qualified sources." Grantee shall comply with State and local small purchase limits under \$150,000.

b) **Competitive sealed bids** - Procurement of service, and/or supplies whose cost in aggregate is more than \$150,000, where formal advertising is used to solicit potential vendors: "Sealed bids are publicly solicited and a firm fixed price contract is awarded to the responsible bidder whose bid, conforming with all the material items and conditions of the invitation for bid, is the lowest in price." Under formal advertising the following requirements are a must.

- 1) A complete specification or purchase description is available from the grantor.
- 2) Bid proposals shall be solicited from an adequate number of suppliers willing and able to compete.

This is done by making sure you advertise in as many media outlets available.

3) A sufficient time frame shall be established between the first day of advertising and the date bids are actually opened (at least 14 days, 21 days when soliciting Food Service Management Companies).

4) Bid proposals shall be opened publicly at a pre-designated place and time.

5) The award of the firm fixed price contract shall be made known to the successful bidder by written notice (3016.36(d)(2), 3019.44).

NOTE: Any information requested under “Evaluation Criteria” will be used only to establish that a bidder is responsive and responsible. (Example: financial statements, nutritional data for end products, etc.)

c) **Noncompetitive negotiation** - Procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined to be inadequate. This type of procurement should be a last resort when all other methods are not feasible. Conditions for which other methods are infeasible are limited to the following:

1) The item or service is available from only one source.

2) An emergency situation exists that will not permit competitive solicitation.

3) Authorization from the state grantor agency. (3016.36(d)(4))

USDA Regulations and Other Resources:

7 CFR 210: (210.16 and 210.21)

http://www.fns.usda.gov/cnd/Governance/regulations/7cfr210_09.pdf

http://www.fns.usda.gov/sites/default/files/7cfr210_09.pdf

7 CFR 250: (250.12 and 250.30)

http://www.fns.usda.gov/fdd/regs/fd_regulations.htm

http://www.fns.usda.gov/sites/default/files/Part250_2014.pdf

7 CFR 3016 (Public Schools):

http://www.access.gpo.gov/nara/cfr/waisidx_07/7cfr3016_07.html

<http://www.fns.usda.gov/sites/default/files/7cfr3016.60%5B1%5D.pdf>

7 CFR 3019 (Non-Public Schools):

http://www.access.gpo.gov/nara/cfr/waisidx_07/7cfr3019_07.html

http://www.fns.usda.gov/sites/default/files/7CFRpart220_2014.pdf

PROCEDURES FOR LOCAL GOVERNMENT PURCHASING - State agencies should check with their purchasing representatives and review NRS 332.039 prior to making large dollar purchases. \$5,000 is the baseline for capital expenditures for equipment in Nevada.

National Food Service Management Institute: First Choice – A Purchasing Systems Manual for School Food Service 2nd Edition: (This document may be downloaded by chapter from the National Food Service Management Institutes web site.)

Under their agreements with a State agency (SA), school food authorities (SFAs) are responsible for operating the school nutrition programs in schools under their jurisdiction. These programs include the National School Lunch Program (NSLP), the School Breakfast Program (SBP), and the Special Milk Program for Children (SMP). To assist in carrying out this responsibility, a SFA may contract with a food service management company (FSMC) to manage the food service operation involving these programs in one or more of its schools.

SFAs must comply with existing Federal, State and local procurement requirements when obtaining the services of a FSMC. A SFA must first conduct an analysis of the current food service operation to determine what method of providing food service best meets the SFA's goals and objectives.

A SFA should contact its SA for guidance before entering into any procurement of FSMC services.

Please refer to the USDA websites below for additional information on contracting with a FSMC.

“Contracting with Food Service Management Companies: Guidance for School Food Authorities”

<http://www.fns.usda.gov/sites/default/files/FSMCGuidance-sfa.pdf>

<http://www.nfsmi.org/>

FINANCIAL MANAGEMENT

Recordkeeping

Records should demonstrate compliance with program requirements and should include revenue and expenditure records sufficient to establish the nonprofit status of the food service operations. All records, including supporting documents such as bills and invoices, must be retained for a minimum of three years after the end of each school year.

SFAs may use a bookkeeping system of their choice. The following section specifies the types of financial records that must be retained.

Cash and Cash-like Records

Savings and/or Checking Account

Cash-on-hand

Cash due the program

Negotiable securities

Cash payable (a debit item)

BSR (* state level sponsors only)

Expenses

Net Purchases*

Commodity charges

Labor

Other Expenses

Examples of Minimum Records

Bank Statements

Cash count record and petty cash account

Federal reimbursement due, charged lunches, discounts earned

Market value of T-bills, bonds and stocks owned by the nonprofit food service

Bill that is on hand to cover a legitimate nonprofit food service expense and rebates

Budget Status Report

Examples of Minimum Records

Food purchases, less discounts and returns

State processing, handling and delivery charges

Payroll records, including employee/ employer contributions to FICA, etc.

The nonprofit food service may pay these costs. Supporting bills must be retained. Examples are trash, utilities, insurance, paper, cleaning supplies, repairs, equipment, and depreciation.

* **Food Costs:** At the end of any program year, the nonprofit food service will need to know an average food cost per meal in order to allocate expenses. For a quicker idea of your meal cost, there is a sample on how to cost a meal in the Appendix.

Non-financial records must also be kept. They are as followed:

1. **Meal Counts** - SFAs must keep a record of each site's daily meal count by meal and by category to support its Claim for Reimbursement.

2. **Free and Reduced Price Meal Data** - SFAs must maintain an accurate record of the number of children eligible for free and reduced price meals (applications of students), including any source documentation. This can be accomplished by maintaining your eligibility roster and any free and reduced price application files. Active applications should be divided into free and reduced categories, and should indicate the dates of any eligibility changes for or had a change in income or family size.

3. **Production Records and Menus** - Menus and production records must be maintained to demonstrate that the required number of food components and food items are offered on any given day. Production records should include sufficient information to evaluate the menu's contribution to the meal pattern.

Specific Prohibitions

1. Meals for both program and non-program adults may **not** be claimed for reimbursement. However, food service revenues may be used to pay for or subsidize meals for program adults. Non-program adults, however, are not to be supported by food service revenue. If you wish to charge non-program adults less than it costs to produce the meal, revenue must be transferred to the food service account from another source.

Note: A program adult is an individual whose job description includes some on-site responsibility for food service, i.e. SBP and NSLP. A non-program adult is an individual whose responsibilities do not include food service programs.

2. Revenues may not be used to purchase land or buildings or to construct buildings.
3. The SFA must limit its net cash resources to an amount that does not exceed three months' average expenditures for its nonprofit food service or such other amount as may be approved by the SA in accordance with 7 CFR Part 210.19(a).

REIMBURSEMENT

Reimbursement rates are adjusted annually in mid- July and vary for each program (NSLP & SBP). For the NSLP and SBP, there are three reimbursement rates: free, reduced priced and paid. The reimbursement rates are posted on the USDA School Meals Website annually and may be viewed at:

<http://www.fns.usda.gov/cnd/Governance/notices/naps/NAPs.htm>
<http://www.fns.usda.gov/school-meals/rates-reimbursement>

SFAs are eligible for additional funding per lunch reimbursement if 60% or more of lunches in the second preceding year were served to children eligible for free and/or reduced price meals. This will be noted in the CNP system in the year the SFA becomes eligible.

The Severe Need Breakfast rates allow qualified sites to receive additional funding per breakfast meal. Sites are designated in the Site Sheet Breakfast Program section as "severe need" if 40% or more of its lunches were served free. This must be met on a site-by-site basis and is automatically figured from the online claims. For more information, contact the Nevada Department of Agriculture.

Common questions about reimbursement

Q. Where do I get a claim form to request reimbursement for meals?

A. The reimbursement system in Nevada is located in the CNP Software System. System Instructions, access forms, and resources are located at:

<http://nvcnp.doe.nv.gov/>

Contact the Nevada Department of Agriculture for user log in information.

MEAL COUNTING AND CLAIMING SYSTEMS

In order to obtain federal reimbursement for meals served, trained adults must accurately count, record and claim the number of meals actually served to eligible participants.

SFAs must have a Policy Statement approved by the SA before any meal count system is implemented. (Please refer to the Policy Statement section for specific requirements.) Also, all food service personnel must be adequately trained before starting a meals program.

The essential components of a good counting and claiming system are the point of service, meal count, and the recording and reporting procedures.

Any system in place must provide a "point of service" meal count:

- Of reimbursable meals served
- By type (free, reduced price and paid)
- Each day
- Without overtly identifying students receiving meal benefits

Rosters

Rosters indicate the names of all eligible students, by category, and are used at the point of service to record the number of reimbursable meals served. Please see sample check-off list in the Appendix. As each child is served a meal, his/her name is checked off on the list. At the end of the service, check marks are added up, by category, to determine the daily meal count.

Rosters must be kept up-to-date and must accurately reflect the correct eligibility category of students. The names of children who have withdrawn from the school must be marked off, and the date of withdrawal should be noted. Newly enrolled students must be added and the date noted.

The list must include the date and the type of meal being counted and maintained as documentation of numbers claimed for that meal on that date.

Electronic Point of Service

This system is used with a computerized POS at a kitchen location. Student data must be connected to a main system which has the ability to update the Free & Reduced status of the students.

Non-Reimbursable Meals

The following items are **not** reimbursable and must not be included in the meal counts reported on the Claim for Reimbursement.

- Evening meals like supper
- Meal supplements such as snacks UNLESS on the After School Snack Program
- Adult meals
- Second meals eaten by eligible children
- A la carte items
- Meals not meeting the meal pattern requirements

Internal Controls

All SFAs must establish internal controls to identify potential problems in the meal count system and to ensure that an accurate Claim for Reimbursement has been made. Internal controls protect SFAs from having erroneous claims and potential over claims. Edits and monitoring are the two required internal controls.

Edit Checks - Daily meal counts should be entered on an edit-check sheet which is a mandatory record for schools. The daily meal count sheet is included in the Appendix. The attendance factor is adjusted annually; please check with the SA on this percentage. This edit check must be done daily at all school sites. Most POS systems calculate this for the SFA but the percentage must be reviewed annually at the start of each school year. However, the manual form is attached in the Appendix and should be reviewed.

Monitoring - Every school year, each SFAs must perform at least one On-Site Review for each site under its jurisdiction. The on-site review must take place prior to February 1 of each school year. Furthermore, if the review discloses problems with a site's meal counting or claiming procedures, the SFA must: 1) ensure that the site corrects the problem; and 2) within 45 days of the review, conduct a follow-up on-site review to determine that the problem has been corrected. Please contact the SA for monitoring procedures and review forms. They are also posted on the CNP website at: <http://nvcnp.doe.nv.gov/>

Written Instruction - It is highly recommended that each site within a SFA maintain written instructions for all personnel which detail the operation of the meal count system and the responsibilities and duties of each person involved.

CNP Software System - All sponsor activities related to the application, site application, and claiming are accomplished through the web-based CNP Software System. The Log-in for access to the CNP Software system is located at: <http://nvcnp.doe.nv.gov/Splash.aspx>

The CNP Software Manual with detailed operating instructions is located at:

http://nde.doe.nv.gov/forms/CNP/CNP_System_Instructions.pdf

Reimbursement Claim

The Claim for Reimbursement is entered into the CNP web system. This system is a secure system and is accessible only by those sponsors having applied and been approved by the SA for access.

The information used to complete this form will be obtained from the school's point-of-service counting records, which have been consolidated on the daily meal count sheet. While only the Claim for Reimbursement is filed with the SA, it is required that all evidence be maintained on file to substantiate the data reported on the claim. This includes all participation records.

Submit the original Claim for Reimbursement as soon as possible by the 10th of the following month. Sponsors MUST file the Claim for Reimbursement within 60 days after the end of the month for which the claim applies for the claim to still be eligible. It is important to remember that any claim submitted later than 60 days after the end of the claiming month will only be approved upon submitting a "one-time exception" request and corrective action statement by letter or email. Sponsors get only one 'one-time exception' within a 36-month period per Federal Regulations.

State Agency Reviews

The Richard B. Russell National School Lunch Act, as amended by the Healthy Hunger Free Kids Act of 2010 (HHFKA) requires a unified accountability system designed to ensure that participating School food Authorities (SFAs) and RCCIs comply with the NSLP and SBP during a three year cycle. Within the AR, the Food and Nutrition Service (FNS) has expanded the scope of review for both the Critical and General Areas to provide for a more robust review of program operations. This includes the implementation of the HHFKA program requirements and other Federal programs. The AR is the SA assessment of the SFA's and RCCI's administration of the NSLP, SBP, and other school nutrition programs. For more information, contact your SA.

7 CFR 210 and 220 - Reporting Due Dates

Report Due	Original Signature Required	Report Due Date
<p>“And Justice for All”</p> <p>Civil Rights Training</p>	No	<p>Poster must be prominently displayed in every dining area used for NSLP/SBP reimbursed meals and snacks.</p> <p>Training must occur annually <u>in each SY</u> for all food service employees and those involved in meal service. Keep agendas & sign-in sheets and the Civil Rights Challenge. Hold for AR site visit.</p>
Snack Program Site Review	No	Within first <u>30 days</u> of the start date for the <u>program year</u> , and one other time during the year. Hold report for AR site visit.
Program Site Review	Yes	Every site by <u>February 1st</u> . Second review within 45 calendar days when first review requires a corrective action. Hold for AR site visit.
Pandemic Waiver	Yes	As needed, if school closure outbreak conditions exist; contact your SA for more information.

7 CFR 210 and 220 - Reporting Due Dates

Report Due	Original Signature Required	Report Due Date
Health Inspections – A copy of the original inspection and copies of the corresponding Corrective Action Report.	No	Hold for AR review. Post a copy of the health inspection in a public space until the next inspection occurs A copy of the corrective action accompanies the health inspection copy.
Copy of the letter to the Health District requesting biannual inspections when less than two inspections occur between July 1 and June 30 th of each school year. Copy of the Health District refusal to inspect.	No	Letter needed when <u>two health inspections are not completed within the school year for every site</u> participating in the program. Send a copy of the letter to the State Agency. A copy of the current health inspection must be posted in a conspicuous public location, regardless of score. Submit a copy to the state agency when received from the health authority.
Food Safety Plan	No	Maintain on file for AR and Health District review.
Wellness Policy	No	Maintain on file for AR and public review.
Claim for Reimbursement Revised Claim for Reimbursement	Yes	By the 10 th of each month and no later than the 60 th day following the month of meal service. No later than the 80 th day following the month
Racial Ethnic Report	Yes	Mid November - Annually
Certification of Free and Reduced Students	Yes (2 Signatures)	On or before October 31st- Annually

7 CFR 210 and 220 - Reporting Due Dates

Report Due	Original Signature Required	Report Due Date
Verification Report	No	Online – By November 15th – Annually
Change in Point of Service	Yes	Need approval before changing the point of service.
Meal Time Change Before 10:00 am or after 2:00 pm.	Yes	Need approval before changes can be made.
AR Additional Reviews		Minimum of every 3 years Per Regulations
Complaints (All Major Complaints)		<p>Sponsor sends copy of complaint to State Agency .</p> <p>Provide results of complaint investigation to the State Agency, when completed.</p> <p>State Agency may also investigate complaint.</p> <p>Provide corrective action to the State Agency, if required.</p>

Sample Student Roster

Appendix C

Day of the Week	9/1	9/1	9/1	9/2	9/2	9/2	9/3	9/3	9/3	9/4	9/4	9/4	9/5	9/5	9/5
Name of Child	B	L	S	B	L	S	B	L	S	B	L	S	B	L	S
Child A	X	X		X	X										
Child B				X	X		X	X							
TOTAL															

Approving Official Signature _____ Date _____

Edit Check of Daily Meal Counts

Site Name: _____ Month/Year _____ Enrollment _____

Circle one: **Breakfast** **Lunch** Site Attendance Factor _____ % Number of Days Meals were served _____

Multiply State or Local Attendance Factor by the number eligible in each category to obtain the number of meals potentially eligible:

Paid	Free	Reduced

Eligible			Served				8	9
1	2	3	4	5	6	7		
Paid	Eligible Free	Eligible Reduced	Day of Month	Paid	Free	Reduced	Totals Col 5,6,7	Justification for overclaim Variances
			1					
			2					
			3					
			4					
			5					
			6					
			7					
			8					
			9					
			10					
			11					
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			23					
			24					
			25					
			26					
			27					
			28					
			29					
			30					
			31					

Signature _____ Title _____

Edit Check Instructions

This is used to record the daily meal counts for each meal for each site for reporting each month. We emphasize the importance of keeping this form. This document should be used to “edit check” the monthly site claim.

Entries must be posted daily. This form must be kept on file for a period of at least three years, not including the current year. Do not send this form to the state agency.

Edit checks will need to be completed and signed at the end of the month prior to submitting the monthly claim. The number of meals served should be compared to the maximum number eligible (attendance factor times the number eligible), as well as the number eligible in the corresponding category. Should the number served exceed any of the comparable totals, justification should be documented in column 9.

Enrollment: Enter the number of children who have access to meals. The school should use the highest number during the month.

Attendance Factor: Divide the average daily attendance (ADA) by the enrollment to obtain the local attendance factor or use the state factor, **whichever is greater.**

Number of days meals served: Enter the number of days in operation for the month.

Attendance Factor times Number Eligible:
This figure represents the number of meals eligible by category on a daily basis for edit check purposes only. The school should use the largest number of eligible recorded for the month in each category.

Signature and Title: The person responsible for completing the edit check should sign when the form is complete.

Column 1	Enter the total number of PAID children eligible to receive a meal.
Column 2	Enter the number of approved FREE children’s applications on file
Column 3	Enter the number of approved REDUCED children’s applications on file
Column 4	Enter the day of the month
Column 5	Enter the number of meals served to paid children
Column 6	Enter the number of meals served to children who have been approved for free meals
Column 7	Enter the number of meals served to children who have been approved for reduced price meals
Column 8	Enter the sum total of columns 5, 6, and 7
Column 9	Justification is needed here if any of the comparisons exceed the numbers eligible or when compared against the attendance factor.

Five Day School Week Meal Component Adjustments

Appendix E

5-day School Week- Breakfast	Grades K-5 Weekly (daily)	Grades 6-8 Weekly (daily)	Grades 9-12 Weekly (daily)
Fruits (cups)	5 (1)	5 (1)	5 (1)
Grains (oz eq)	7-10 (1)	8-10(1)	9-10 (1)
Fluid Milk (cups)	5 (1)	5 (1)	5 (1)
Min-Max calories (kcal)-Daily amount	350-500	400-550	450-600
Saturated fat (% of calories)	<10	<10	<10
Sodium (mg)	≤540	≤600	≤640
Trans fat (per serving)	Zero grams	Zero grams	Zero gram

5-day School Week- Lunch	Grades K-5 Weekly (daily)	Grades 6-8 Weekly (daily)	Grades 9-12 Weekly (daily)
Fruits (cups)	2.5 (0.5)	2.5 (0.5)	5 (1)
Vegetables (cups)	3.75 (0.75)	3.75 (0.75)	5 (1)
Dark Green	0.5	0.5	0.5
Red/Orange	0.75	0.75	1.25

Beans/Peas (Legumes)	0.5	0.5	0.5
Starchy	0.5	0.5	0.5
Other	0.5	0.5	0.75
Additional Veg to Reach Total	1	1	1.5
Grains (oz eq)	8 (1)	8 (1)	10 (2)
Meats/Meat Alts (oz eq)	8 (1)	8 (1)	10(2)
Fluid Milk (cups)	5 (1)	5 (1)	5(1)
Min-Max calories (kcal)-Daily amount	550-650	600-700	750-850
Saturated fat (% of calories)	<10	<10	<10
Sodium (mg)	≤1230	≤1360	≤1420
Trans fat (per serving)	Zero grams	Zero grams	Zero grams

Appendix F

Chart of Minimum Requirements for Snacks			
Select Two Different Food Items From the Four Components Listed Below			
Age Groups	Ages 3 to 5	Ages 6 to 12	Ages 13 to 18¹
1 Milk, fluid²	½ cup	1 cup	1 cup
1 Meat or meat alternate^{5,6,7} Yogurt Peanut or other nut or seed butter Cheese Egg Cooked dry bean or peas Nuts and/or seeds	½ ounce ¼ cup (2 ounce) 1 T ½ ounce ½ 1/8 cup ½ ounce	1 ounce ½ cup (4 ounce) 2 T 1 ounce ½ ¼ cup 1 ounce	1 ounce ½ cup (4 ounce) 2 T 1 ounce ½ ¼ cup 1 ounce
1 Juice⁸ or fruit and/ or vegetable³	½ cup	½ cup	¾ cup
1 Bread and/or cereal⁴: Enriched or whole grain bread or cereal, or Cereal: Cold, dry or Hot, cooked	½ slice 1/3 cup ² ¼ cup	1 slice ¾ cup ⁴ ½ cup	1 slice ¾ cup ⁴ or 1 ounce ½ cup

¹Portions for children ages 13-18 shall be no less than the portions stipulated for children ages 6-12. They may not be served less than the minimum quantities listed on this page. We recommend that schools offer larger portions for older children (ages 13-18) based on their greater food energy requirements.

²Milk served much be low-fat (1%) or non-fat (skim)

³Fruit or vegetable must be full-strength

⁴Grains/Breads must be whole grain or enriched meal or flour. Cereal must be whole-grain or enriched and fortified; either volume (cup) or weight (oz).

⁵A serving consists of the edible portion of cooked lean meat or poultry or fish. ⁶One half egg meets the required minimum amount (one ounce or less) of meat alternate. ⁷Yogurt (4 oz) may be plain or flavored, unsweetened or sweetened.

⁸Juice may not be served when milk is the only other component



How USDA Foods Support the National School Lunch and School Breakfast Program Meal Pattern Requirements



Food Group	Requirements	How USDA Foods Support the Requirements
Fruits	<p>Breakfast: 1 cup fruit per day (vegetable substitution allowed)</p> <p>Lunch: ½ -1 cup fruit per day</p>	<p>USDA offers a variety of fresh, frozen, canned and dried fruits, which are low in sugar or have no added sugars.</p> <ul style="list-style-type: none"> • Fresh: apples (5 varieties whole, sliced bags); oranges; pears (3 varieties whole); other fruits available through DoD Fresh Fruit and Vegetable Program • Frozen: unsweetened apples; apricots; unsweetened blueberries; cherries; peaches; unsweetened and sweetened strawberries • Dried: cherries, cranberries, fruit mix, fruit/nut mix, raisins • Canned fruits in extra light syrup or water: apple slices, unsweetened applesauce, apricots, cherries, peaches, pears • Juice: 100% orange
Vegetables	<p>Breakfast: No requirement; optional substitution for fruit servings</p> <p>Lunch: ½ - 1 cup vegetable per day</p> <p>Weekly requirement for:</p> <ul style="list-style-type: none"> • dark green • red/orange • beans/peas (legumes) • starchy • other (see 2010 Dietary Guidelines) 	<p>USDA offers a variety of fresh, frozen, dried, and low sodium or no salt added canned options.</p> <ul style="list-style-type: none"> • Dark green: frozen broccoli, frozen spinach • Red/orange: carrots (fresh, frozen, canned), sweet potatoes (fresh, frozen, canned), tomato products (canned diced, tomato sauce, tomato paste, salsa, spaghetti sauce) • Beans/peas (low-sodium canned and dry): baked, black, blackeye peas, garbanzo, great northern, lentils, lima, navy peas, pink, pinto, red kidney, refried, vegetarian • Starchy vegetables: corn (canned, frozen), peas (canned, frozen), potato products (fresh, oven fries, rounds, wedges) • Other: green beans (canned, frozen), bulk mushrooms • Additional options available through DoD Fresh Fruit & Vegetable Program
Meat/Meat Alternate	<p>Breakfast: No requirement; optional substitution after daily grain requirements are met</p> <p>Lunch: daily and weekly minimum servings Grades K-5: 1 oz eq. daily; 8 oz eq. weekly Grades 6-8: 1 oz eq. daily; 9 oz eq. weekly Grades 9-12: 2 oz eq. daily; 10 oz eq. weekly</p>	<p>USDA offers a variety of nutrient-dense meat/meat alternates, many of which have lower sodium and fat profiles.</p> <ul style="list-style-type: none"> • Beans/peas (low-sodium canned and dry): baked, black, blackeye peas, garbanzo, great northern, lentils, lima, navy peas, pink, pinto, red kidney, refried, vegetarian • Beef: boneless, ground, patties, crumbles, canned • Cheese: American (reduced fat/regular slices, loaves); cheddar (reduced fat/regular shredded, slices, loaves); mozzarella (Lite/low moisture part skim shredded, loaves, string cheese) • Chicken: whole, cut-up, drumsticks, legs, oven roasted, diced, fajita strips, canned • Eggs: whole frozen • Fish: whole grain breaded catfish strips, bulk pollock • Nuts/seeds: peanut butter, roasted peanuts, sunflower seed butter • Pork: leg roast, picnic, ham, crumbles, canned • Turkey: whole, thighs, roast, taco filling, deli breast, turkey ham
Whole Grains	<p>Beginning July 1, 2014, all grain products must be whole grain-rich (contain at least 50% whole grain content).</p> <p>Breakfast daily and weekly minimums (meat/meat alternate substitution allowed after the daily grains minimum met): Grades K-5: 1 oz eq. daily; 7 oz eq. weekly Grades 6-8 : 1 oz eq. daily; 8 oz eq. weekly Grades 9-12 : 1 oz eq. daily; 9 oz eq. weekly</p> <p>Lunch daily and weekly minimums: Grades K-5: 1 oz eq. daily; 8 oz eq. weekly Grades 6-8 : 1 oz eq. daily; 8 oz eq. weekly Grades 9-12 : 2 oz eq. daily; 10 oz eq. weekly</p>	<p>All USDA direct delivered products meet the whole grain-rich criteria.</p> <ul style="list-style-type: none"> • Flour: whole wheat, white whole wheat/enriched blend • Oats: quick-cook rolled • Pancakes: whole wheat • Pasta: whole grain spaghetti, rotini, macaroni • Rice: brown rice (regular/parboiled) • Tortillas: whole grain • Whole kernel corn for processing
Milk	<p>Breakfast and Lunch: 1 cup</p> <p>Must be fat-free (unflavored/flavored) or 1% low fat (unflavored)</p>	<p>Purchased locally; not provided through USDA Foods</p>

April 2014



How USDA Foods Support the National School Lunch and School Breakfast Program Meal Pattern Requirements



Nutrient	Requirements	How USDA Foods Supports Requirements
Sodium	Target 1: SY 2014-15 Lunch 41230mg (K-5) 41360mg (6-8) 41420mg (9-12) Breakfast 4540mg (K-5) 4600mg (6-8) 4640mg (9-12)	USDA offers fresh, frozen, and dried vegetable and meat options with no salt added. Canned vegetables and beans are all low sodium. Meats and cheeses have been reformulated to lower sodium levels where possible to help schools meet the SY 14-15 sodium targets.
	Target 2: SY 2017-18 Lunch 4935mg (K-5) 41035mg (6-8) 41080mg (9-12) Breakfast 4485mg (K-5) 4535mg (6-8) 4570mg (9-12)	USDA will continue to dialog with industry to modify specifications to achieve further sodium reductions where possible to help schools meet subsequent targets.
	Final target: SY 2022-23 Lunch 4640mg (K-5) 4710mg (6-8) 4740mg (9-12) Breakfast 4430mg (K-5) 4470mg (6-8) 4500mg (9-12)	
	Saturated Fat <10% of total calories	USDA offers lean meats, poultry, fish, and reduced fat cheeses. Additionally, USDA offers a lower saturated fat
Trans Fat	0 grams trans fat per serving Note: FDA allows products with <0.5 grams per serving to be labeled 0 grams. Naturally occurring trans fat is exempted.	USDA Foods do not contain <u>added</u> trans fats, including: <ul style="list-style-type: none"> x Peanut/sunflower butters x Oils x Potato products x Catfish strips
Calories	Daily Average Calorie Ranges (min and max): Breakfast 350-500 (grades K-5) 400-550 (grades 6-8) 450-600 (grades 9-12) Lunch 550-650 (grades K-5) 600-700 (grades 6-8) 750-850 (grades 9-12)	USDA offers a variety of nutrient dense foods with minimal added ingredients. Product formulations are low in solid fat and added sugar, thus providing fewer discretionary calories.

Breakfast Menu #1 (Offer VS Serve)

Fresh Fruit Cup

100% Juice

Cold Cereal

WG Toast

Scrambled Eggs

Yogurt Low Fat

Milk Fat Free

Milk

Lunch Menu #1 (Offer VS Serve)

Spaghetti w/ Meat Sauce

WG Dinner Roll

Broccoli

Celery Sticks Crisp

Apple Slices

Choice of Cupped Fruit

Low Fat Milk

Fat Free Chocolate Milk

Food Based Lunch Production Record Sheet NSLP 5-Day (K-5)

Menu: Lunch Menu #1			Date: / /		Day:		Site: Elementary School			
Spaghetti w/ Meat Sauce			Age Group: K-5		Total Reimbursable Meals Served: 85			Total Non-Reimbursable Meals Served: 5		
Food Items (AP)	Amt of Food Per Wk (Min/Day)	Portion Size	Reimb. Planned	Non-Reimb. Planned	Purchase Unit	Exact Qty/ Purchase Qty*	Amt Actually Prepared	Left Over Food	Food Temps	Comments:
Meal		(Cups)	(Servings)	(Servings)			(Servings)	(Servings)	(In °F)	
Fruit (Cups) <i>See Buying Guide for Limitations</i>	5 (1/2)									
Fruit Apple		1/2 C	50	5	Lbs	7.05/7.25 Lbs	55	5		
Fruit,		1/2 C	40	5	#10 Can	1.85/2.00	45	5		
Juice										
Vegetable (Cups) <i>See Buying Guide for Limitations</i>										
Dark Broccoli		1/2 C	65	5	Lbs	14.58/14.75 Lbs	70	0		
Red/Orang Spaghetti		1/4 C	95	5	#10 Can	2.09/3.00	100	10		
Beans/Peas										
Starch										
Other Celery		1/2 C	45	5	Lbs	8.20/8.25 Lbs	50	5		
Grains (Oz Eq.)	7-10 (1)									
WG		1/2 C	95	5	Lbs	9.43/9.50 Lbs	100	10		
WG Roll		1 roll	75	5	Dozen	6.67/ 7 Dozen	80	9		
Meat/Meat Alt (Oz Eq.)										
Lean Ground Beef		1 oz	95	5	Lbs	8.45/8.5 lbs (Raw)	100	10		
Fluid Milk	5 (1)									
1% Low Fat		1 each	65	10	1/2 pint	75	75	5		
Fat Free Chocolate		1 each	25	10	1/2 pint	35	35	5		
Other Foods (Syrup, jelly, butter, etc.)										
Margarine		0.5 oz	75	5	0.5 oz pats	80	80	5		
Ranch		0.75 oz	65	5	0.75 oz pkts	70	70	12		

1/2 Cup Fruit Requirement SY 2013-14; 1 Cup Fruit Requirement SY 2014-15NFSMI Food Buying Guide Calculator was used to determine amounts: <http://fbg.nfsmi.org/>*

Food Based *Breakfast* Production Record Sheet NSLP 5-Day (K-5)

Menu: Breakfast Menu #1 (Offer VS Serve)			Date: / /		Day:		Site: Elementary School				
			Age Group		Total Reimbursable Meals Served: 85			Total Non-Reimbursable Meals Served: 5			
Food Items (AP)		Amt of Food Per Wk (Min/	Portion Size	Reimb. Planned	Non-Reimb. Planned	Purchase Unit	Exact Qty/ Purchase Qty**	Amt Actually	Amt of Food Left	Food Temp	Comments:
Meal Pattern:			(Oz/Cup	(Servings)	(Servings)			(Servings)	(Servings)	(In	
Fruit (Cups) <i>See Buying Guide for Limitations</i>		5 (1) *									
Fruit	Fruit,		1/2 C	90	10	1 Gal (97.7	3.12/4.00	10	15		
Juice	100%		4	45	5	4 oz cartons	5	5	10		
Vegetable (Cups) <i>See Buying Guide for Limitations</i>											
Dark											
Orange											
Beans/Peas											
Starchy											
Other											
Grains (Oz Eq.)		7-10 (1)									
Ready-To-Eat Cold			3/4 C	90	10	Single Serv	100 pkgs	10	10		
WG Bread			1	90	10	Sli	100	10	10		
Meat/Meat Alt (Oz Eq.)											
Lg Eggs,			2	55	5	L	6.67/6.75	6	5		
Ready-To-Serve			4	25	5	Single Serv	3	3	5		
Fluid Milk		5									
1% Low Fat			8	65	10	1/2 pint	7	7	5		
Fat Free Milk			8	25	10	1/2 pint	3	3	5		
Other Foods (Syrup, jelly, butter,											
Margarine			0.5 oz	90	10	0.5oz pats	100	10	15		
Jelly			0.5 oz	90	10	0.5oz pkts	100	10	10		
Ketchup			0.5 oz	60	5	0.5oz pkts	6	6	10		

How to Calculate the Average per Meal Food Cost for a Breakfast and a Lunch

For a complete cycle of menus (no less than 14 days) calculate the food cost for each breakfast and lunch. The cost per serving for each item in the menu would be calculated by dividing the per unit purchase price of an item by the number of servings obtained per purchase unit.

Example: 24 servings of fruit from a can costing \$2.40 would give a cost per serving of \$0.10.

Example of one day:

Breakfast

Milk	\$ 0.18
Juice	0.20
Cereal	<u>0.33</u>
	\$ 0.71

Lunch

Milk	\$ 0.18
Fruit	0.20
Vegetable	0.20
Bread	0.15
Main Dish	0.50
Dessert	<u>0.17</u>
	\$ 1.40

Add the cost of each breakfast (at least 14 days) together and divide the total by the number of days to get the average cost per breakfast. Do the same for lunches.

**Diet Modification Request for Foods Served Through
Child Nutrition Programs of **insert district or school name****

Appendix J

Student's Name: _____ Birth date: _____

District and/or school/site: _____

Parent/Guardian Name: _____ Phone: _____

Does the patient have a disability as defined in Section 504 of the Rehabilitation Act of 1973 of the Americans with Disability Act and updates?

YES = Disability-To be completed by licensed physician

Federal regulations governing the Child Nutrition Programs provide that schools/districts **must** make substitutions in meals for students who are considered to have a disability as defined by the Americans with Disability Act and whose disability restricts their diet when supported by a statement signed by a physician licensed by the state which includes all information in questions a and b

a. **Must** identify: 1) the impairment/diagnosis that is a disability, 2) the major life activity affected, and 3) why it alters the student's diet:

b. What diet modifications are needed? (e.g., texture changes and/or food item substitutions)
Must identify any foods to be omitted: (see back of page) | **Must** identify foods to be substituted/added

Signature of Licensed Physician: _____ Date: _____
Please print name: _____

NO = Medical condition, but not a disability – To be completed by recognized medical authority

A school/district, **at its discretion**, may make menu substitutions with a signed statement from a medical authority for a student who is not disabled but is unable to consume food items because of food intolerances or allergies.

a. Please identify the medical or other special dietary condition including intolerances and allergies that alters the student's diet:

b. What diet modifications are requested? (e.g., texture changes and/or food item substitutions)

List any foods to be omitted: (see back of page) | Foods to be substituted/added

Signature of Medical Authority: _____ Date: _____
Please print name: _____

Questions? Please contact **insert person's name** at **insert email and/or phone number**.

Please return this form to the school Nurse or office to be forwarded to **Child Nutrition/Food Service Department**.

To be kept on file in the Child Nutrition Services Office.

Date received by Child Nutrition: _____ Date discontinued: _____ (Attach documentation)

**Some common allergens with various ways they are found in foods.
Please check the box in front of food groups that should NOT be served:**

Lactose/milk – Do not serve the following checked items:

- Fluid Milk to drink or use on cereal cereal? __yes __no
- Milk based desserts such as: ice cream and pudding
- Hot entrees with cheese as a prime ingredient such as: grilled cheese, cheese pizza, or macaroni & cheese
- Cheese baked in products such as: a casserole or on meat pizza
- Cold cheese such as: string cheese or sliced cheese on a sandwich
- Milk in products such as: breads, mashed potatoes, cookies or graham crackers

SERVE THESE ITEMS INSTEAD:

¼ cup of fluid milk to be used on

Soy - Do not serve the following checked items:

- Protein products extended with soy
- Processed items cooked in soy oil
- Food products with soy as an ingredient no matter where on the ingredient list
- Food products with soy listed as the fourth ingredient or further down the list

SERVE THESE ITEMS INSTEAD:

Egg - Do not serve the following checked items:

- Cooked eggs such as scrambled eggs or hard cooked eggs served hot or cold
- Eggs used in breading or coating of products
- Baked products with eggs such as breads or desserts

SERVE THESE ITEMS INSTEAD:

Shellfish or fish – Do not serve the following checked items:

- Specific fish or seafood type: _____

SERVE THESE ITEMS INSTEAD:

Peanuts – Do not serve the following checked items:

- Peanuts, individually or as an ingredient
- Foods containing peanut oil
- Foods items identified as manufactured in a plant that also handles peanuts

SERVE THESE ITEMS INSTEAD:

Tree nuts – Do not serve the following checked items:

- Specify type(s): _____
- Foods items identified as manufactured in a plant that also handles nuts

SERVE THESE ITEMS INSTEAD:

Milk substitution for non-disability reasons (For a disability, the licensed physician must sign on front)

A school/district, **at its discretion**, may make a **nutrient equal substitution** with a signed statement from a parent or medical provider for a student who is unable to consume fluid milk for any reasonable request that does not rise to a level of a disability.

_____ I request a substitute for fluid milk for my student.

Parent signature: _____ Date: _____

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call 1(866)632-9992 (voice). Individuals who are hearing impaired or have speech disabilities may contact the USDA through the Federal Relay Service at 1(800)877-8339 or 1(800)845-6136 (Spanish). USDA is an equal opportunity provider and employer.

RETURN TO STATE OFFICE
Nevada Department of Agriculture
National School Lunch Program and School Breakfast Program
Policy Statement for Free and Reduced-Price Meals

The has agreed to _____

 (School Food Authority [SFA]) (CNP Agreement #)
 participate in the: (Check each program in which one or more schools of the SFA participates)

_____	National School Lunch Program	NSLP
_____	Afterschool Care Program	ASCP
_____	School Breakfast Program	SBP
_____	Seamless Summer Option	SSO
_____	Special Milk Program	SMP
_____	Child and Adult Care Food Program	CACFP
_____	Summer Food Service Program	SFSP
_____	Fresh Fruit and Vegetable Grant Program	FFVP

The SFA accepts responsibility for providing free and reduced-price meals to eligible children in the schools under its jurisdiction.

The SFA assures the Nevada Department of Agriculture (NDA) that it will uniformly implement the following policies to administer the program (s) in schools under its jurisdiction. In fulfilling these responsibilities, the SFA agrees to:

A. Free Meals: Serve meals free to students from households that submit a complete application and (1) the income of the household is at or below the free limit of the Income Eligibility Guidelines or the household provided a current Supplemental Nutrition Assistance Program (SNAP) or Temporary Assistance to Needy Families (TANF) benefit number

Direct Certification: The district agrees to participate in direct certification of students through eligibility documentation received directly from the state or local SNAP/TANF offices via electronic transfer methods showing that the student(s) are from households currently receiving SNAP or TANF benefits.

B. Reduced-Price Meals: Serve meals at a reduced-price to students from households whose income is at or below the reduced-price limit of the Income Eligibility Guidelines.

C. Limit Reduced-Price Costs: Set reduced-price charges for breakfast and lunch at or below the maximum reduced price allowed by regulations (30 cents for breakfast, 40 cents for lunch, and 15 cents for snacks) and below the full price of the breakfast or lunch.

D. Equal Treatment: Ensure no physical segregation of, nor any other discrimination against, any student because of his/her inability to pay the full price of the meal. The names of the students eligible to receive free or reduced-price meals shall not be published, posted or announced in any manner and there must be no overt identification of any such students by use of special tokens, tickets or any other means. Further assurance is given that student’s eligibility for free or reduced-price meals shall not be required to:

1. Work for their meals.
2. Use a separate lunchroom service area.

3. Go through a separate serving line.
4. Enter the lunchroom through a separate entrance.
5. Eat meals at a different time.
6. Eat a meal different from the meal sold to students paying the full price.

E. Nondiscrimination: Operate the NSLP and SBP so that no student is discriminated against because of race, color, national origin, sex, age or disability.

F. Verification: The designated verifying official must verify eligibility of applying households in accordance with program regulations and annually maintain records as follows:

1. A summary of the verification efforts which include the selection methods used;
2. The total number of applications on file as of October 1; and
3. The percentage or number of applications verified.
4. Amelioration reporting prior to March 1, annually to identify areas where the district may improve non-response rates.

Compliance with these requirements will be monitored by NDA as part of its administrative review requirements and verification efforts.

G. Appeal Process: The SFA must establish and use a fair hearing procedure under which a household can appeal a decision made by the SFA's reviewing official with respect to the household's application for free and reduced-price school meals and/or any subsequent reduction or termination of benefits. During the appeal and hearing process, the student who was determined to be eligible based on the information provided on the application will continue to receive free or reduced-price meals. Households appealing a reduction or termination of benefits as a result of verification of eligibility will continue to receive benefits if they appeal within the 10-day advance notice period. Prior to initiating the hearing procedure, the school official or the parents/guardians may request a conference to provide an opportunity to discuss the situation, present information, obtain an explanation of data submitted on the application and the decisions rendered. Such a conference shall not in any way prejudice or diminish the right to a fair hearing.

The designated hearing official must ensure that the hearing procedure provides the following for both the household and SFA:

1. A publicly announced, simple method for making an oral or written request for a hearing.
2. An opportunity to be assisted or represented by an attorney or other person.
3. An opportunity to examine, prior to and during the hearing, the documents and records presented to support the decision under appeal.
4. Reasonable promptness and convenience in scheduling a hearing and adequate notice as to time, date and place.
5. An opportunity to present oral or documentary evidence and arguments supporting a position without undue interference.
6. An opportunity to question or refute any testimony or other evidence and to confront and cross-examine any adverse witness(es).

7. That the hearing be conducted and the decision be made by an official who did not participate in the decision under appeal or any previous conference. It is recommended that the hearing official hold a position at a higher administrative level than the reviewing official(s).
8. That the decision of the hearing official be based on the oral and documentary evidence presented at the hearing and entered into the hearing record.
9. That the parties concerned and their designated representative, if any, be notified in writing of the decision. If the hearing results in a reduction or termination of benefits for the household, the written notification to the household of the hearing official's decision should include the 10-day advance notice of adverse action.
10. That for each hearing a written record be prepared, which includes: (a) the decision under appeal; (b) any documentary evidence; (c) a summary of any oral testimony presented at the hearing; (d) the decision of the hearing official and the reasons for that decision; and (e) a copy of the notification to the parties concerned of the hearing official's decision.
11. That such written records must be retained for a period of five years after the end of the program year to which they pertain. These records must be made available for examination by the parties concerned or their designees at any reasonable time and place during such period.

H. Reviewing Official(s): The designated reviewing official (s) shall review applications and make eligibility determinations. Such official l(s) will use the criteria outlined in this policy to determine which individual students are eligible for free and reduced-price meals.

I. Public Release: Submit a public/media release to the local news media, local unemployment offices, local minority and grassroots organizations and major employers contemplating or experiencing large layoffs. [This Public Media Release must contain the same information supplied in the letter to households, including both the free and reduced price income eligibility guidelines (IEG's). The SMP Public Media Release should not contain reduced price IEG's. Districts implementing Provision 2, must notify the media about the availability of school meals at no charge under the NSLP and, if applicable, the SBP.]

J. Application Forms and Processes: Develop and distribute to each household a notice/letter about program benefits and an application form for free and reduced-price school meals. These forms must be distributed at or around the beginning of each school year and whenever there is a change in eligibility criteria. Interested households are responsible for completing the application and returning it to the school for review. The SFA must maintain documentation of eligibility determinations for a period of three years plus the current school year following the end of the program year to which they pertain or longer if there are unresolved audits or reviews pending.

Applications may be submitted at any time during the year. Households enrolling a student in a school for the first time must be supplied with appropriate free and reduced-price school meal application materials regardless of the time of year the student is registered. If a student transfers from one school to another under the jurisdiction of the same SFA, that student's eligibility for free or reduced-price meals will be transferred to and honored by the receiving school. The application will be maintained at the originating school with a copy provided to the receiving school or another method to track such activity may be employed.

In certain cases, foster children are also eligible for free and reduced-price school meal benefits. If a household has foster children living with them and wishes to apply for such benefits for the foster children, the household should be provided a free and reduced-price school meals application.

The SFA must promptly notify households of the approval or denial of their application. When an application is denied, households must be provided with written notification. This written notification must include: (1) the reason for the denial of application, e.g., income in excess of allowable limits or incomplete application; (2) notification of the right to appeal; (3) instructions on how to appeal; and (4) a statement reminding households that they may reapply for free and reduced-price benefits at any time during the school year. The reasons for denial must be properly documented and retained on file at the school or the SFA level for a period of five years after the end of the program year to which they pertain.

K. Collection and Accountability: Establish a procedure to collect money from students who pay for their meals and to account for the number of free, reduced-price and full-price meals served to eligible students on a daily basis. The collection procedure(s) will be used so that no student in the school will be aware of such procedure or the identity of the students receiving free or reduced-price meals.

L. Revisions to Policies: Submit to NDA any revisions to your administrative procedures or the policy statement. Such changes will be effective only upon approval. All changes in eligibility criteria must be publicly announced in the same manner as at the beginning of the school year.

M. Attachments: The following attachments are adopted with and considered part of this policy statement:

- Attachment A:** 1. Designation of Hearing Official
2. Designation of Reviewing Official (s)
3. Designation of Verifying Official
4. Designation of Pre-Approval Official(s)
- Attachment B:** Meal Count/Collection Procedure(s)
- Attachment C:** Public/Media Release
- Attachment D:** Income Eligibility Guidelines
- Attachment E:** Notice/Letter to Households
- Attachment F:** Free and Reduced-Price School Meals Application
- Attachment G:** Letter to Households of Approval/Denial of Benefits
- Attachment H:** Letter to Household of Selection for Verification of Eligibility
- Attachment I:** Letter of Verification Results and Adverse Action for Income Households
- Attachment J:** Notification of Predetermined Eligibility (Direct Certification)
Notification of Predetermined Eligibility (Head Start)
Notification of Predetermined Eligibility (Migrant)
District Policy and Process for Predetermined Eligibility McKinney-Vento Act (Homeless)
- Attachment K:** Menu Planning System

Signatures:

Designated Official/Superintendent Name	Signature	Date

Nevada Department of Education Office of Child Nutrition and School Health Director Name	Signature	Date

RETURN TO STATE OFFICE
Policy Statement for Free and Reduced-Price Meals

(School Food Authority [SFA]) (CNP Agreement #)

Attachment A: Designation of Hearing, Reviewing and Verifying Officials

Instructions: Update this attachment only when necessary.

(School Food Authority [SFA]) (CNP Agreement #) designates as:

1. Hearing Official

Name of Responsible Individual	Signature
--------------------------------	-----------

This person shall ensure that all required provisions of the appeal process are followed as outlined on Section G of this policy statement.

The hearing official must be someone not involved in making the determination under appeal or any previous conference. It is recommended that the hearing official hold a position at a higher administrative level than the reviewing official (s). The hearing official and reviewing/verifying official (s) cannot be the same individual.

2. Reviewing Official

Name of Responsible Individual	Signature
--------------------------------	-----------

2. Reviewing Official

Name of Responsible Individual	Signature
--------------------------------	-----------

This person reviews applications and makes eligibility determinations. This official will use the criteria outlined in this policy to determine which individual children are eligible for free and reduced-price meals.

3. Verifying Official

Name of Responsible Individual	Signature
--------------------------------	-----------

This person verifies the eligibility of applicant households in accordance with program regulations and maintains annual records as follows: (1) a summary of the verification efforts which includes the selection methods used; (2) the total number of applications on file by October 1; and (3) the percentage or number of applications verified.

4. Amendments: A blank copy of this attachment may be used to amend the policy statement if there ever is a need to change one or more of the above designated officials. Complete the following and forward a copy to the Nevada Department of Agriculture (NDA) for approval.

Designated Official Name	Signature	Date

NDE - OCNSH Director	Signature	Date

Policy Statement for Free and Reduced-Price Meals

(School Food Authority [SFA]) (CNP Agreement #)

Attachment B: Meal Count/Collection Procedure(s)

1. The following meal count/collection procedure is used for (check one or all as appropriate):

Breakfast	
Lunch	
Snack	

3. All approved meal count/collection procedures must include a method for:

- prepayment and/or post billing (charging). Charging is seldom recommended.
- provision for allowing for prepayment charging should make free and reduced-price meal recipients appear as students who prepay full price (or charge).

Check one of the following:

	Full and reduced-price meal payments can be made by students or parents in advance in a designated area away from the cafeteria serving line on a daily, weekly or monthly basis.
	Students receiving free meal benefits appear to be prepaying for meals. (Charging may or may not be allowed.)
	Full and reduced-price meals can be charged. Parents are billed and may mail in payments or students and a parent may pay in a designated area away from the cafeteria serving line.
	Care is taken that neither the billing nor the payment process identifies those who pay nothing. Students receiving free meal benefits appear to be charging meals.
	Full and reduced-price meal payments can be made electronically.

4. The option of prepayment (and/or charging) of meals should be routinely publicized. This may be done by using methods such as posting signs, making public announcements, including the information in printed material, etc.

Some school food authorities (SFAs) offer incentives for prepayment options when cash is also accepted on the serving line.

Check one or more of the following:

The ability for students and/or parents to prepay (or charge) is routinely advertised:

	In the letter to parents (Notice/Letter to Households) sent home with the application at the beginning of each school year.
	In an announcement made over the school's public address system.
	In a newspaper/newsletter article/Web site.
	By a posted notice (sign) displayed in the cafeteria area.

5. All approved meal count/collection procedures must include a medium of exchange that is issued to students for obtaining a meal. Students receiving free meals must be issued the identical medium of exchange as those students prepaying (or charging) full or reduced-price meals. The systems for coding, distributing and collecting the medium of exchange must ensure that students receiving free and reduced-price meal benefits are not overtly identified. A common area and method for distributing and collecting the medium of exchange must be used for all three categories. Check one of the following. If more than one box is checked, grades or campuses must be designated. All students receiving free, reduced-price and paid meals and those prepaying will be issued:

- A verbal identifier to be used on the serving line in exchange for the meal. A number or the student's name are the most commonly used verbal identifiers.
- A coded ticket or token.
- A coded I.D. card.
- A coded automated tab.
- A coded bar line card for scanning.
- A coded number for use on a key pad.
- Another individual identifier (thumb print, etc.)

6. The medium of exchange for free and prepaid (or charged) reduced-price and full-price meals must be identical except for the code. Color coding by category or single-symbol coding using obvious identifiers such as F, R and P is prohibited. Check one of the following. Medium of exchange should be coded in the following manner:

- Coding series. Example: Free-1 through 1,999/Reduced-price-2,000 through 3,999/Full price-4,000 and above.
- Coding by number. Example: Number ending in 0, an odd or even number.
- Coding by variation. Example: Variations in signature, placement of date or ticket distributor such as Mary Smith, Mary J. Smith and M. Smith.
- Coding by subtle differences. Example: Differences in printing such as capital letter, period, spacing of a line or differences in underlining.
- Coding by number digits. Example: 4 digits for free, 5 digits reduced-price and 6 digits for full price.
- Coded by bar line for scanning.
- Coded number used on a keypad.

7. All approved meal count/collection procedures must include a point-of-service count of reimbursable meals by category. Teacher roll counts, unverified morning meal counts, the number of tickets sold/issued, head counts, tray counts and counts obtained by "backing into" the numbers of meals served are not point-of-service counts. Check one of the following:

- The cashier is stationed at the end of the serving line, determines the meal selected is reimbursable and counts the meal by category.
- The cashier is stationed at the beginning of the serving line and a staff member is stationed at the end of the line to verify that each meal selected is reimbursable. If a non-reimbursable meal is selected by a student; a system is in place for removing that meal from the proper category of the count of meals claimed for reimbursement.
- Other. An alternate method must be individually written using the guidelines in step 9e.

8. It is understood that in addition to prepaid (or charged) meals, some cash meals may also be sold and counted. Meals paid for in cash on the line may be counted in a different manner than those prepaid (or charged). These meals may be tallied, counted mechanically, recorded on a cash register, etc. However the medium of exchange for students receiving free, prepaid reduced-price and prepaid full-price meals must be collected and counted in exactly the same manner. Check one of the following:

When students receiving free, prepaid reduced-price or prepaid full-price meals pass the cashier, they:

- Call out their number and the cashier strikes it from a numbered sheet. The count by category is taken from the numbered sheet.
 - Call out their name and the cashier checks the name off a coded roster. The count is taken from the roster by category.
 - Present a coded ticket/token and it is collected. The count is taken from the tickets/tokens.
 - Present a ticket and all tickets are marked in some manner and returned to the student. Simultaneously, the count by category is tallied, mechanically counted, recorded on a cash register, etc.
 - Present an automated tab card. The card is mechanically cut and a count by category is simultaneously taken.
 - Present a bar line card. The card is scanned and a count is simultaneously taken.
 - Punch in number on keypad. As number is entered, the count by category is simultaneously taken.
 - Other.
-

b. When students pay cash for their reduced-price and/or full-price meals and those meals are counted in a manner different from what is described above, please describe the method used for counting. Attach additional pages if needed.

9. By using steps 1-8 as outlined on the preceding pages, it is possible to describe most meal count/collection procedures used throughout the state. If an alternate method is used, it must be individually written. Care should be taken to include all necessary information as outlined below:

a. How can meals be prepaid or charged?

b. How is the system for prepayment and charging advertised?

c. What medium of exchange will be issued to students receiving free or prepaid (or charged) reduced-price or full-price meals?

d. How will the medium of exchange be coded?

e. Where is the count by category taken? The count by category must be at the point-of-service where it is determined that reimbursable meals were selected by students. When using classroom counts, the school must develop a system for a child coming to school late, leaving early or not selecting a reimbursable meal.

The school should retain written documentation as proof that the needed changes are being made.

Programs that Do Not Charge Separately

In programs that do not charge separately, all children are served the meal without a charge. The cost of the meal, beyond the reimbursement received by NDA, is considered by the SFA as an expense of operating the NSLP and SBP.

1. The SFA is responsible for providing program benefits to eligible children and assures that although no identifiable charge is established for meals, it will uniformly implement the following policy. In fulfilling its responsibilities, the SFA agrees to:

a. Keep documentation to support household eligibility for three years (private schools and RCCIs) or five years (public schools) after the end of the school year to which they pertain. If audit findings are not resolved, the records must be kept until all audit issues are resolved.

b. For SFAs operating an RCCI, develop and keep a list with the following information about each child: (1) name; (2) date of birth; (3) dates of admission and exit; (4) income; and (5) eligibility determination and data. **Note:** Children at RCCIs are considered a family of one. Exceptions to this are children of house parents living at the institution. These children must have an application on file.

c. Designate

Name of Responsible Individual	Signature
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To determine eligibility for free and reduced-price meals, this official will use the criteria outlined in this policy to determine which individual children’s claims may be made for free or reduced-price meals.

2. All approved meal count/collection procedures must include a point-of-service count of reimbursable meals by category. Describe how daily point-of service counts are taken. Check one of the following:

- The cashier is stationed at the end of the serving line, determines the meal selected is reimbursable and counts the meal by category.
- The cashier is stationed at the beginning of the serving line and a monitor is stationed at the end of the line to verify that each meal selected is reimbursable. If a non-reimbursable meal is selected by a student, a system is in place for removing that meal from the proper category of the count of meals claimed for reimbursement. Individual plans must be written for each site and submitted annually to the state agency for approval.
- Other. An alternate method must be individually written and submitted annually to the state agency for approval.

Name of Designated Representative	Signature	Date
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NDE - OCNSH Director	Signature	Date
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Policy Statement for Free and Reduced-Price Meals

(School Food Authority [SFA]) (CNP Agreement #)

Attachment K: Menu Planning System

Attachment K: Menu Planning System

Menu Planning System Definitions: One food based menu planning approach and same age/grade groups.

NSLP and SBP

- One food-based menu planning approach and same age/grade groups
- Fruits and vegetables are two separate food components
- Daily fruits requirement
- Under OVS, students must select at least ½ cup of the fruits or the vegetables component as part of the reimbursable meal
- Weekly grains ranges plus daily minimum requirement
- On the third year of rule implementation, all grains offered during the school week must be whole grain-rich
- Fat-free (unflavored or flavored) and unflavored low-fat milk only

- Calorie minimum and maximum levels
- Intermediate (Target 1 and Target 2) and final sodium reductions
- Trans fat limit
- Limit on saturated fat only (not on total fat)
- 3-year administrative review cycle

Reauthorization Legislation:

The SFA will revise the Policy Statement for Free and Reduced Price Lunches when components of reauthorization legislation change program requirements. The Policy Statement for Free and Reduced Price Lunches will be maintained in the sponsor file, standards of practice, or standard operating procedure files

Dietary Guidelines and the School Nutrition Program Comparison Chart

<i>Dietary Guidelines for Americans 2010</i>	School Nutrition Program
Balancing Calories to Manage Weight <ul style="list-style-type: none"> The Dietary Guidelines recommend improving eating and physical activity behaviors, managing body weight, increasing physical activity, and maintaining appropriate calorie balance during each stage of life 	Balancing Calories to Manage Weight <ul style="list-style-type: none"> Specific calorie levels are required for a meal to be considered a healthy school meal depending on the age/grade groups. These calorie levels are based on weekly averages.
Foods and Food Components to Reduce <ul style="list-style-type: none"> Americans should reduce their sodium intake to less than 2,300 mg or 1,500 mg per day depending on age and other individual characteristics. 	Foods and Food Components to Reduce <ul style="list-style-type: none"> Sodium requirements phased in over a period of 10 years. USDA Foods are able to provide low-sodium processed meats, cheeses, and other Meat/Meat Alternate products.
Foods and Food Components to Reduce <ul style="list-style-type: none"> Less than 10% of calories should be from saturated fat, less than 300 mg of cholesterol, reduce <i>trans</i> fat consumption, reduce calories from solid fat 	Foods and Food Components to Reduce <ul style="list-style-type: none"> Saturated fat less than 10% of calories over a school week. Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving.
Foods and Nutrients to Increase <ul style="list-style-type: none"> Choose a variety of protein such as lean meat, beans, peas, soy products, and unsalted nuts/seeds, increase the amount in variety of seafood, use oils to replace solid fats where possible 	Foods and Nutrients to Increase <ul style="list-style-type: none"> Lean or extra lean meats, seafood, yogurt, tofu, poultry, beans/peas (legumes), eggs, cheese. Nuts and seeds and their butters listed in USDA-FNS guidance are nutritionally comparable to meat or other meat alternates based on available nutritional data. However, nuts and seeds may be used to meet no more than one-half of the Meat/Meat Alternate component and must be paired with another Meat/Meat Alternate to meet the full requirement. This restriction does not apply to nut butters.

Dietary Guidelines and the School Nutrition Program Comparison Chart

<i>Dietary Guidelines for Americans 2010</i>	School Nutrition Program
Building Healthy Eating Choices <ul style="list-style-type: none"> Choose foods that provide: potassium, dietary fiber, calcium, and vitamin D 	Building Healthy Eating Choices <ul style="list-style-type: none"> Food-Based Menu Planning Food component means one of the food components which comprise reimbursable meals.
Building Healthy Eating Choices <ul style="list-style-type: none"> Consume at least half of all grains as whole grains. Increase whole-grain intake by replacing refined grains with whole grains. Choose foods that provide: potassium, dietary fiber, calcium, and vitamin D 	Building Healthy Eating Choices <ul style="list-style-type: none"> Whole Grain-rich foods required weekly and daily. All grains must be whole grain-rich for breakfast and lunch meals. Daily lunch vegetable requirement includes dark green, red/orange, beans/peas (legumes), starchy, and other vegetable subgroups required weekly. Fruit is offered daily at breakfast and lunch meals. Fluid milk, must be low-fat (unflavored) or fat-free (unflavored or flavored) is offered daily at breakfast and lunch meals.
Building Healthy Eating Choices <ul style="list-style-type: none"> Individual water intake needs vary widely, based in part on level of physical activity and exposure to heat stress 	Building Healthy Eating Choices <ul style="list-style-type: none"> The Healthy, Hunger-Free Kids Act of 2010 established a requirement for making water available to students in the National School Lunch Program
Helping Americans Make Healthy Choices <ul style="list-style-type: none"> Americans prepare their own food and engage in physical activity The Nation's health will require a multi-sector approach 	Helping Students Make Healthy Choices <ul style="list-style-type: none"> USDA Foods HealthierUS School Challenge Chef's Move to Schools Fuel Up to Play 60

NEVADA DEPARTMENT OF AGRICULTURE-CHILD NUTRITION PROGRAMS
State Agency –Sponsor Permanent Agreement

Instructions: The Sponsor should complete and sign this copy and return it to the Nevada Department of Agriculture Food and Nutrition Division. The State Agency will review, approve and return the signed original copy to you for your files.

NAME AND ADDRESS OF SPONSOR

FOR USE BY NDA
AGREEMENT NO:
EFFECTIVE DATE:

Federal ID # _____

DUNS # _____

The following documents shall be considered a part of this Agreement as applicable and are incorporated herein by reference:

- | | | | |
|---|--|---|--|
| <p>National School Lunch Program, School Breakfast Program, Special Milk Program</p> <ul style="list-style-type: none"> • Free and Reduced Price Policy Statement • Program Information • Site Application • Fresh Fruit and Vegetable App | <p>Simplified Summer Food Program</p> <ul style="list-style-type: none"> • Program Information and Application • Administrative & Operating Budget • Site Application • Free Meal Policy Statement • Public Release for Open Sites • Appeal Procedure | <p>Food Distribution Program</p> <ul style="list-style-type: none"> • USDA Foods Delivery Information | <p>Child and Adult Care Food Program</p> <ul style="list-style-type: none"> • Program Information • Management Plan • Administrative Budget • Site Application • Schedule A, B, & C (Sponsor of Family Day Care Homes) |
|---|--|---|--|

Authority:

42 USC 1751-1762a, 1765-1766b, 1769-1769h, 1771-90, 3030a, 5179, 5180, as amended 5 USC 301 7, USC 612c, 612c note, 1431, 1431b, 1431e, 1431 note, 1446a-1, 1859, 2014, 2025 15, USC 713c 22, USC. 1922

7 CFR 15, 15a, 15b, 47, 210, 215, 220, 225, 226, 240, 245, 250, 251, 3015, 3016, and 3019

Definitions:

Child Nutrition Programs: Federally funded nutrition programs administered by the United State Department of Agriculture (USDA) according to the National School Lunch Act of 1946 (P.L. 79-396), as amended, and the Child Nutrition Act of 1966 (P.L. 89-642), as amended. Specifically, for the purpose of this agreement: the National School Lunch Program (NSLP), School Breakfast Program (SBP), Special Milk Program (SMP), Summer Food Service Program (SFSP), Child and Adult Care Food Program (CACFP) and Commodity Food Distribution Program (CFDP), herein referred to as Program(s).

Federal Assistance: Any funding, property or aid which is provided to a State Agency, Sponsor, SFA, Institution or Program Recipient Agency for the purpose of providing Program benefits or services to eligible participants.

Institution: A sponsoring organization, child care center, outside-school-hours care center or adult day care center which enters into an agreement with the State agency to assume final administrative and financial responsibility for Program operations.

Program Recipient Agency: Any eligible nonprofit organization that receives food under 7CFR 250, Commodity Food Distribution Program.

School: An educational unit as defined in 7CFR 210, 215 and 220.

School Food Authority (SFA): The legal governing body responsible for the administration of one or more schools and which has the legal authority to enter into an agreement with the State Agency to operate Child Nutrition Programs.

Sponsor: A public or private nonprofit or for-profit organization, which is approved to operate a Child Nutrition Program as defined in 7 CFR 215, 225 and 226. The Sponsor, SFA, Program Recipient Agency, Institution or organization who is party to this contract.

State Agency: The State agency approved by the USDA to administer Child Nutrition Programs and Food Distribution within the State. For the purposes of this agreement, the State Agency is Nevada Department of Agriculture (NDA).

The State Agency agrees that to the extent that funds are available as appropriated by Congress, to reimburse the Sponsor for the operation of the Program(s) designated below, in accordance with applicable regulations governing such Programs. The State Agency agrees to make payments, where applicable, in accordance with 7CFR 240 (Cash in Lieu of Donated Foods), and any amendments thereto; and/or to donate foods to the Sponsor in accordance with 7CFR 250 (Commodity Food Distribution Program). The State Agency further agrees to disseminate a press release to notify the public of the availability of Child Nutrition Programs and the eligibility criteria for free milk and free and reduced-price meals and supplements (snacks) to all local news media, the employment office and any major employers who are contemplating layoffs in the attendance area of these Programs. The State Agency shall promptly notify the Child Nutrition Sponsors in writing of any changes in rates, regulations, policies, and guidelines, which directly affect their programs.

The Sponsor agrees to accept Federal funds and/or donated foods for the operation of Programs as agreed to herein in accordance with all applicable Program regulations and any amendments thereto, and to comply with all the provisions thereof, and with all Nevada statutes, administrative rules, policy manuals, memorandums, guidance and instructions and any instruction or procedures issued by USDA or the Nevada Department of Agriculture in connection therewith. The Sponsor further agrees to administer Programs funded under this Agreement in accordance with provisions of 7CFR 3015 (Uniform Federal Assistance Regulation), 7CFR 3016 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments Regulations), and/or 7CFR 3019 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations), as applicable. The Federal Office of Management and Budget (OMB) requires subrecipients that spend \$500,000 or more in federal assistance to have a single audit (A-133).

This agreement is permanent and shall be effective commencing on the date specified unless terminated earlier as provided herein. The State Agency may continue this Agreement each year thereafter, by notice in writing given to the Sponsor as soon as practicable after funds have been appropriated by Congress for carrying out any of the purposes of the National School Lunch Act and of the Child Nutrition Act of 1966 and other applicable legislation during each year. Continuation of the Agreement however, shall be contingent on an acknowledgment by the Sponsor, in writing, of its intention to continue program participation in accordance with the provisions set forth in this Agreement. The Sponsor shall notify the State Agency whenever significant changes occur in the operation of their Program(s).

The Sponsor participation in any Program covered in this Agreement may be terminated in accordance with the grant close-out procedures found in 7CFR 226, 7CFR Part 3015, Subpart N, or 7CFR Part 3016, Subpart D, as applicable. If the sponsor decides to discontinue or begin administration of any of these programs after signing this agreement, the sponsor must provide the State agency written notice, including the proposed effective date of the change. Upon approval of the request, the State agency will

amend the agreement. Either party hereto may, by giving at least 30 days written notice, terminate this Agreement. If NDA determines that the sponsor has failed to comply with this agreement, NDA may terminate the Sponsor's Program(s) and the agreement at any time before the date of expiration. NDA will notify the sponsor in writing of the determination and reasons for it, together with the effective date of termination.

Upon termination or expiration of this Agreement, as provided herein, the State Agency shall: (1) make no further disbursement of funds paid to the Sponsor in accordance with this Agreement, except to reimburse the eligible Program Sponsor in connection with breakfasts, lunches, suppers, supplemental meals (snacks) or milk served on or prior to the termination or expiration date of this Agreement. The obligations of the State Agency under the above-cited regulations shall continue until the requirements thereof have been fully performed.

No termination or expiration of this agreement shall affect the obligation of the Sponsor to maintain and retain records as specified herein and to make such records available for audit or investigation.

ASSURANCE OF CIVIL RIGHTS COMPLIANCE

The Sponsor assures that the Program(s) will be operated in compliance with all applicable civil rights laws and will implement all applicable nondiscrimination regulations. Unless otherwise made inapplicable by law, the Sponsor hereby agrees that it will comply with Title VI and VII of the Civil Rights Act of 1964 (42 USC 2000d 2000e-16), Title IX of the Education Amendments of 1972 (20 USC 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), the Age Discrimination Act of 1975 (42 USC 6101 et seq.); the Americans with Disabilities Act of 1990 (P.L. 101-336), all provisions required by Department of Agriculture Nondiscrimination Regulations (7CFR 15, 15a and 15b); Department of Justice Enforcement Guidelines for Enforcement of Nondiscrimination in Federally Assisted Programs, and the Food and Nutrition Services directives and guidelines to the effect that no person shall be discriminated against on the basis of race, color, national origin, sex, age, or disability in employment or in any program or activity conducted or funded by the Department. The Sponsor hereby assures that it will immediately take measures necessary to effectuate this Agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds; reimbursable expenditures; grant or donation of Federal property and interest in property; the detail of Federal personnel; and the sale and lease of, and the permission to use, Federal property or interest in such property

or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Sponsor by the USDA or NDA. This includes any Federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, cash assistance for the purchase of food, or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By providing this assurance, the Sponsor agrees to compile data, maintain records and submit reports as required to permit effective enforcement of the nondiscrimination laws, and permit authorized USDA or NDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the USDA or NDA shall have the right to seek judicial enforcement of this assurance.

This assurance is binding on the Sponsor, its successors, transfers and assignees as long as it receives assistance or retains possession of any assistance from the State Agency. The persons whose signatures appear below are authorized to sign this assurance on the behalf of the Sponsor.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

(a) Government contracts. Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract):

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor **will send to each labor union** or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of [Executive Order 11246](#) of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(b) Federally assisted construction contracts.

(1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor **will send to each labor union** or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to

section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to [Executive Order 11246](#) of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause

as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.

(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

REQUIREMENTS FOR SPONSOR/SCHOOL FOOD AUTHORITY (SFA) PARTICIPATION IN NATIONAL SCHOOL LUNCH PROGRAM, SCHOOL BREAKFAST PROGRAM AND SPECIAL MILK PROGRAM

This section applies only if the NSLP, SBP or SMP is checked on page 6 and the Sponsor agrees to operate the Program(s).

The Sponsor/SFA and participating schools and facilities under its jurisdiction shall comply with all provisions of 7 CFR parts 210, 215, 220, and 245. The Sponsor/SFA further agrees to the following specific provisions, as applicable:

1. To maintain a nonprofit school food service and/ or a nonprofit milk service.
2. To observe the limitations on the use of Program revenues set forth in 7CFR 210.14a, 220.13(l) and 215.8 (d) (1) and the limitations on any competitive school food service as set forth in 7CFR 210.11b;
3. To limit its net cash resources to an amount that does not exceed three months average expenditures for its nonprofit school food service or such other amount as may be approved in accordance with 7CFR 210.19a, 220.7 (e)(1)(l) and 220.13(l);
4. To maintain a financial management system as prescribed in 7CFR 210.14(c), 220.13(l) and 215.7(d)(6);
5. To comply with the requirements of the USDA regulations regarding financial management (7CFR 3015, 3016, or 3019 as applicable);
6. To serve meals and supplements (snacks), which meet the minimum requirements prescribed in 7CFR 210.10 and 220.8;
7. For pricing programs, to price meals and supplements as a unit;
8. To serve Program meals, milk and supplements (snacks) free or at a reduced price to all children who are determined by the Sponsor/SFA to be eligible for such meals under 7CFR 245;
9. If charging for meals or supplements (snacks), the charge for a reduced price breakfast shall not exceed 30 cents, the charge for a reduced price lunch shall not exceed 40 cents and the charge for a reduced price supplement (snack) shall not exceed 15 cents;
10. To claim reimbursement at the assigned rates only for reimbursable meals and supplements (snacks) served to eligible children. Agree that the Sponsor/SFA authority official signing the claim shall be responsible for reviewing and analyzing meal and milk counts to ensure accuracy as specified in 7CFR 210.8, 220.11 and 215.11;

11. To count the number of free, reduced price and paid reimbursable Program meals at the point of service, as approved by the State Agency;
12. To submit Claims for Reimbursement in accordance with 7CFR 210.8, 220.11, 215.9 and 215.11;
13. To comply with USDA requirements regarding nondiscrimination;
14. To make no discrimination against any child because of his or her eligibility for free or reduced price meals, milk or supplements (snacks) in accordance with the Free and Reduced Price Policy Statement attached hereto;
15. To accept and use donated foods, in as large quantities as may be efficiently utilized, as offered under provisions of 7CFR 250;
16. To maintain, in the storage, preparation and service of food and milk, proper sanitation and health standards in conformance with all applicable State and local laws and regulations;
17. To maintain necessary facilities for storing, preparing and serving food and milk;
18. To obtain each school participating in the program a minimum of two food safety inspections during the school year conducted by the State or local governmental agency responsible for Food safety inspections and publicly post inspection results;
19. To develop and maintain for each school a food safety program complying with hazard analysis critical control points;
20. To establish a local wellness policy, including goals for nutrition education, physical activity; nutrition guidelines for all foods available on campus; guidelines for school meal not less restrictive than 7CFR 210.10 and 220.8 and implementation plan;
21. Upon request, to make all accounts and records pertaining to Programs available to the State Agency and to USDA Food and Nutrition Service, for audit or review, at a reasonable time and place in accordance with 7CFR 210.9(b)(17)(19), 220.7(e)(13).and 215.8(d)(7);
22. To maintain files of currently approved and denied free and reduced price applications and direct certification documentation. If the applications and direct certification documentation are maintained at

the Sponsor/SFA level, they shall be readily retrievable by school or site; and

23. To retain the individual applications for free milk and/or free and reduced price lunches and supplements (snacks) submitted by families for a period of 3 years after the end of the fiscal year to which they pertain except that, if audit findings have not been resolved, the records shall be retained beyond the 3 year period as long as required for the resolution of the issues raised by the audit.
24. To retain all base year information for Provision meal programs for as long as the sponsor operates the provision program and for a period of three (3) years after the end of the provision meal program fiscal year

except that if audit findings have not been resolved, the records shall be retained beyond the three (3) year period as long as required for the resolution of the issues raised by the audit.

25. Sponsor will disseminate a press release to notify the public of the availability of the National School Lunch Programs and the eligibility criteria for free milk and free and reduced-priced meals and supplements (snacks) to all local news media, the unemployment office and any major employers who are contemplating layoffs in the attendance area of these programs. Sponsor will retain a copy of such notification for state agency review.

REQUIREMENTS FOR SPONSORING ORGANIZATION OR INSTITUTION PARTICIPATION IN THE CHILD AND ADULT CARE FOOD PROGRAM

This section applies only if the CACFP is checked on page 6 and the Sponsor agrees to operate the Program(s).

The Sponsoring organization or Institution, as defined in 7CFR 226.2, hereafter called the Sponsor, shall comply with all provisions of 7 CFR part 226. The Sponsor further agrees to the following specific provisions, as applicable:

1. To accept final administrative and financial responsibility for total Program operations at all centers and homes, as applicable;
2. To maintain a non-profit food service;
3. To ensure that child care centers, outside-school hours care centers, adult day care centers, At-Risk Afterschool Care Centers, Homeless Shelters, Head Start Centers and day care homes meet licensing/approval criteria as set forth in 7 CFR 226.6(d) and 226.6(e), excepting license-exempt institutions that may participate in the Program if they meet health and safety standards;
4. To submit a management plan attached herewith and annually hereafter that shall include detailed information on the organizational administrative structure, staff assigned to Program management and monitoring, administrative budget and procedures which will be used by the Sponsor to administer the Program in and disburse payments to the facilities under its jurisdiction;
5. To submit an administrative budget attached herewith and annually hereafter, and to submit expenditure and revenue reports with monthly claim;
6. For Proprietary Title XIX or Title XX centers, to provide documentation herewith and monthly hereafter that they are currently providing nonresidential day care services for which they receive compensation under title XIX or title XX of the Social Security Act and that not less than 25 percent of enrolled participants in each center during the most recent calendar month were title XIX or title XX beneficiaries;
7. To determine that all meal procurements with food service management companies are in conformance with the bid and contractual requirements of 7CFR 226.22;

8. To serve meals and supplements (snacks) which meet the minimum requirements prescribed in 7CFR 226.20;
9. To claim reimbursement at the assigned rates only for reimbursable meals and supplements (snacks) served to eligible children according to provisions set forth in 7 CFR part 226;
10. To comply with USDA requirements regarding nondiscrimination;
11. For Day Care Home Sponsors, to reimburse day care homes under their jurisdiction for eligible meals at rates set annually by Congress;
12. In the event of termination of this agreement, to repay within 30 days outstanding advances which NDA cannot reclaim through the monthly claim for reimbursement;
13. To accept unannounced visits by State Agency or USDA personnel in the completion of their Program monitoring duties, to make all accounts and records pertaining to Program(s) available to the State Agency and to USDA Food and Nutrition Service, for audit or review, at any reasonable time and place in accordance with 7CFR 226 and to allow any publications related to Program operations to be freely copied in the performance of Program duties; and
14. To retain the individual applications for free and reduced price meals and supplements (snacks) submitted by families and all other required Program records for a period of 3 years after the end of the fiscal year to which they pertain except that, if audit findings have not been resolved, the records shall be retained beyond the 3 year period as long as required for the resolution of the issues raised by the audit.
15. Comply with Federal audit requirements of 7 CFR, Part 3052. The audit must be submitted within 30 days of the institution's receipt of the audit report from the independent auditor, or nine months after the end of the audit period, whichever is sooner.

REQUIREMENTS FOR SPONSOR PARTICIPATION IN THE SUMMER FOOD SERVICE PROGRAM

This section applies only if the SFSP is checked on page 6 and the Sponsor agrees to operate the Program(s).

The Sponsor shall comply with all provisions of 7 CFR part 225. The Sponsor further agrees to the following specific provisions, as applicable:

1. To retain final financial and administrative responsibility for the Program;
2. To operate a nonprofit food service;
3. To serve meals which meet the requirements and provisions set forth in 7CFR 225.16 during times designated as meal service periods by the sponsor
4. To serve the same meals to all children;
5. To serve meals without cost to all children, except that camps, as defined in 7CFR 225.2, may charge for meals served to children who are not served meals under the Program;
6. To issue a free meal policy statement in accordance with 7CFR 225.6;
7. To meet the training requirement for its administrative and site personnel as required under 7CFR 225.15(d)(1);
8. To claim reimbursement only for the type(s) of meals specified in this agreement or in each annual update hereafter, and served without charge to children at approved sites during the approved meal service period, except that camps, as defined in 7CFR 225.2, shall claim

reimbursement only for the type(s) of meals specified in the agreement or in each annual update hereafter and served without charge to children who meet the Program's income standards. This agreement and each annual update hereafter shall specify the approved levels of meal service for the Sponsor's sites if such levels are required under 7CFR 225.6(d)(2). No permanent changes may be made in the serving time of any meal unless the changes are approved by the State Agency;

9. To submit claims for reimbursement in as specified in 7CFR 225.9;
10. In the storage, preparation and service of food, to maintain proper sanitation and health standards in conformance with all applicable State and local laws and regulations;
11. To accept and use, in quantities that may be efficiently utilized in the Program, such foods as may be offered under 7CFR 250 (Commodity Food Distribution Program);
12. To have access to facilities necessary for storing, preparing and serving food;
13. To maintain a financial management system as prescribed by the State Agency;

14. Upon request, to make all Program accounts and records available to State, Federal, or other authorized officials for audit or administrative review, at a reasonable time and place;
15. To maintain all Program records for a period of 3 years after the end of the fiscal year to which they pertain, unless audit or investigative findings have not been resolved, in which case the records shall be retained until all issues raised by the audit or investigation have been resolved; and
16. To maintain children on site while meals are consumed.
17. In the event of termination of this agreement, to repay within 30 days outstanding advances which SDE cannot reclaim through the monthly claim for reimbursement

REQUIREMENTS FOR PROGRAM RECIPIENT AGENCY PARTICIPATION IN USDA FOOD DISTRIBUTION FOR CHILD NUTRITION (CNP), SUMMER FOOD SERVICE PROGRAM (SFSP) AND THE NUTRITION SERVICES INCENTIVE PROGRAMS (NSIP)

This section applies only if the CFDP is checked on page 6 and the Sponsor agrees to operate the Program(s).

The Program Recipient Agency shall comply with all provisions of 7 CFR part 250 and further agrees to the following specific provisions, as applicable:

1. USDA foods received under this agreement shall be used solely for the benefit of those persons served or assisted by the recipient agency and not be otherwise disposed of without prior written approval of the State Agency. USDA Foods shall be requested and accepted only in such quantities as can and will be fully utilized without waste by eligible recipients. Under no circumstances will USDA Foods be sold or traded.
2. Facilities for proper handling and storage of USDA Foods requested and accepted shall be provided. USDA Foods must be stored in accordance with the Warehousing and Inventory Control Guidelines (NFD-5).
3. Distributing Agencies, Sub-distributing Agencies, or Recipient Agencies may employ commercial or institutional facilities to process UDA Foods by converting them into different end-products or by repackaging them after securing written approval from the State Agency to do so. When this is done, Distributing Agencies shall, and sub-distributing Agencies and Recipient Agencies shall be required to enter into written agreements with such processing facilities. These agreements shall provide, as a minimum that the processing facility shall (a) fully account for the USDA Foods delivered into its possession by production of an appropriate number of units of end-product or packages, (b) be liable for the return of all USDA Foods not so accounted for or for the value thereof, (c) use or dispose of the containers in which the USDA Foods are received in accordance with the instructions of the State Agency, Sub-Distributing Agency, or Recipient Agency and (d) maintain records and submit reports to the State Agency, Sub-distributing Agency or Recipient Agency pertaining to the performance of the contract. When the commercial or institutional facilities are employed to process USDA Foods, the end-products, if placed in containers, or the repackaged USDA Food shall be plainly labeled "**Contains Commodities Donated by the United States Department of Agriculture—Not to Be Sold or Exchanged**" or **Donated by the United States Department of Agriculture—Not to Be Sold or Exchanged**", whichever is appropriate. When Distributing Agencies, Sub-distributing Agencies or Recipient Agencies use their own facilities to process UDA Foods, the containers shall be plainly labeled as provided above to the extent practicable and within the limitations of available funds and personnel.
4. Remit to the State Agency a basic unit fee on all USDA Foods received by the Recipient Agency. This unit charge (Based upon unites received, such as a case, box, baler, etc.) will be set to cover the cost of expenses incurred by the State Agency for warehousing, handling and maintaining accountability on all USDA Foods received and distributed.
5. Accurate records shall be maintained pertaining to all transactions relating to the receipt, disposal and inventory of USDA Foods, including records with respect to the receipt and disbursement of funds arising from the receipt and use of these USDA Foods. All records required shall be retained for a period of three (3) years from the close of the federal fiscal year to which they pertain.
6. The Recipient Agency agrees to investigate any shortage, loss or damage to USDA Foods and to promptly report the facts relating to each case to the State Agency. The State Agency will have the final determination as to when each case has been properly adjusted. The Recipient Agency agrees that if it improperly uses any USDA Food or causes loss of or damage to a USDA Food through its failure to provide proper storage or care, that the Recipient Agency shall make restitution as prescribed by the State Agency.

REQUIREMENTS FOR RECIPIENT AGENCY PARTICIPATION IN USDA FOOD DISTRIBUTION FOR THE EMERGENCY FOOD ASSISTANCE PROGRAM (TEFAP)

The Recipient Agency shall comply with all provisions of 7 CFR parts 250, 251 and any other federal/state regulations and any other policies. The Recipient Agency further agrees to the following specific provisions, as applicable.

1. USDA Foods received under this Agreement shall be distributed solely for the benefit of household consumption to needy persons assisted by the Recipient Agency and will not be otherwise disposed of without prior written approve of the State Agency. Under no circumstances shall USDA Foods be sold or exchanged. The State Agency shall provide the USDA Foods without cost (including charges for handling or distribution) to the Recipient Agency. Recipient Agency shall insure that no charges be imposed on needy persons receiving USDA Foods.
2. Facilities for the proper handling and storage of USDA Foods requested and accepted shall be provided. USDA Foods must be stored in accordance with the Warehousing and Inventory Control Guidelines (NFD-5).
3. Recipient Agency agrees that if improper use, unsuitable storage or inappropriate care of any USDA Food causes loss of or damage to that USDA Food, the Recipient Agency shall make restitution as prescribed by the State Agency. Lost USDA Foods are those which, for any reason, cannot be accounted for by distribution records. USDA Foods may be lost through theft, damage, spoilage, infestation, improper distribution, sale or exchange, diversion to an improper use or similar cases.
4. Representatives of the State Agency and/or the United States Department of Agriculture may inspect the Recipient Agency's storage facility and audit all records (including financial records and reports) pertaining to the distribution and use of USDA Foods. They may also review and/or audit the procedures and methods used t carry out all requirements of the agreement at any reasonable time and place to insure compliance with the terms and conditions.
5. Recipient Agency agrees to comply with an annual review of each Sub-outlet site according to their approved agreement. Necessary corrective action(s) must be issued in writing within thirty days to the Sub-outlet site. The Sub-outlet site must assure the Food Bank within thirty days of request that any recommended procedures have been implemented. This provision is applicable to section 7b of this agreement.
6. Recipient Agency assures that food donations received from other sources shall not be diminished as a result of donated

foods being made available under section 110 of the Hunger Prevention Act of 1988 and any other federal/state regulations.

7. Recipient Agency agrees to make available USDA foods authorized under the Emergency Food Assistance Act of 1983, section 202 and 214 and under the Hunger Prevention Act of 1988, Section 104, 110, 213, 214 and any other federal/state regulations to the following households:

- A. Low income households that reside in a designated service area approved by the Food Distribution Program. The household must read the "Self Declaration Assurance" and certify eligibility by signing the issuance sheet that their household's income does not exceed 150% of the poverty income guidelines.
- B. Needy households receiving assistance from State approved Food banks in the form of food baskets or cash vouchers. Household income cannot exceed 150% of the poverty income guidelines as issued by the Department of Health and Human Services. Head of household or an authorized representative must verify eligibility and the receipt of USDA Food by completing the State approved form titled "Emergency Food Issuance Certification Document".

A Food Bank that is redistributing food to other eligible agencies (food pantry programs) must enter into a "Sub-Outlet Site Agreement for the Distribution of USDA Foods" unless the State has a current "Food Bank Agreement for the Distribution of USDA Foods" with the agency. Prior to approval, the Food Bank must ensure that the food pantry program is recognized by the Internal Revenue Service (IRS) as tax-exempt OR has made

application for recognition of such status and is moving toward compliance with the requirements for recognition of tax-exempt status OR is currently operating another Federal program requiring such tax-exempt status.

8. USDA Foods shall be distributed in accordance with the Stat's written "Distribution Rate Schedule." The schedule is subject to revisions throughout the agreement period. The Recipient Agency shall assure that all USDA Food transactions are accounted for on the State approved Daily Issuance Form or Household Package Issuance Form and on the Emergency Food Issuance and Certification Form for food pantries (applicable to Section 7b only). USDA Foods shall be requested and accepted only in such quantities that will be fully utilized without waste by eligible recipients. The Recipient Agency shall distribute USDA Foods within their authorized service area unless a State waiver is issued.
9. Accurate records pertaining to all transactions relating to the receipt, disposition and inventory of USDA Foods (including records with respect to the receipt, administration and disbursement of funds arising from the administration, receipt and use of these USDA Foods) shall be retained for a period of three (3) years from the close of the federal fiscal year to which they pertain. Accurate records on the actual direct costs incurred and disbursed for the storage and distribution of USDA Foods. An agency that is approved to receive Federal funds must submit claims by the (10th) of the month following each month that the expenses were incurred. Stale claims of 60 days will not be processed. Allowable costs (direct costs to the Food Bank) are management, clerical personnel, warehouse personnel, truck drivers, rental of storage facilities, rental of vehicles for distribution, printing and mailing costs and telephone. No fixed assets or capital expenditures are allowed unless State approval is made prior the purchases.

CERTIFICATION REGARDING LOBBYING - CHILD NUTRITION PROGRAMS

This section is applicable to grants, subgrants, cooperative agreements, and contracts exceeding \$100,000 in Federal funds. Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each.

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or

modification of a federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The language of this certification will be included in the award documents for all covered sub awards exceeding \$100,000 in federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Mark each applicable box to indicate the programs you agree to operate:								
Type of Sponsor	10.555 National School Lunch Program	10.553 School Breakfast Program	10.555 ASCS Program	10.556 Special Milk Program	10.555 Seamless Summer	10.558 Child & Adult Care Food Program	10.559 Summer Food Service Program	10.555 10.558 10.559 10.565 10.569 93.053 USDA Foods
Public School	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Private School	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Public or Private Residential Child Care Institution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nonresidential Child Care Institution or Head Start Programs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nonresidential Adult Care Institution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sponsor of Family Day Care Homes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
University or Government Agency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nonprofit Agency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
For-Profit Agency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (Describe)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. The Sponsor/School Food Authority/Program Recipient Agency, by the signature of its authorized representative, hereby acknowledges that he/she has read this agreement, understands it and agrees to be bound by its terms and conditions, and certifies that all information in the agreement is true and correct.

SPONSOR	NEVADA DEPARTMENT OF AGRICULTURE
By (Signature)	By (Signature)
Type or print name of signee	Donnell Barton
Title	Title Administrator, Food and Nutrition Division
Date	Date

Certification Page

(Must be completed and signed after signature page.)

Please note that a governing board member cannot designate himself or herself as the *Designated Official*.

State of Nevada, County of _____
County in which the Governing Board or Top Military Official is located.

_____, the duly
Name of Governing Board Member/Top Military Official authorized to sign this certification page.

appointed or elected qualified member of, and acting on behalf of the governing board, so
certify that during a regular meeting held in

_____,
Nevada City in which Governing Board/Top Military Official met/gave approval regarding the CNP Food Program Agreement

on _____, this top military official or governing board, (by
Date of meeting/approval.

motion made,) seconded and carried, approved and authorized execution of an agreement

between the _____ and the
Legal Title of the Institution.

Nevada Department of Agriculture, a State Agency, for the purpose of participating in the

Child Nutrition Program. _____ has been
Name of the designated official who will be signing the CNP Agreement.

designated by the governing board to sign this agreement. I further certify that this meeting
was duly noticed, called and convened and was attended by a majority of the members of the
governing board and that approval has not since been altered or rescinded.

Signature of governing board member/top military official. Date

SOMERSET ACADEMY OF LAS VEGAS

Supporting Document

Meeting Date: September 16, 2015
Agenda Item: 5 – Discussion Regarding Power Hour at the Lone Mountain Campus.
Number of Enclosures:

SUBJECT: Discussion Regarding Power Hour at the Lone Mountain Campus.

Action
 Appointments
 Approval
 Consent Agenda
 Information
 Public Hearing
 Regular Adoption

Presenter (s): John Barlow / Sherry Pendleton

Recommendation:

Proposed wording for motion/action:

Fiscal Impact: N/A

Estimated Length of time for consideration (in minutes): 5-10 minutes

Background: Discussion regarding the Power Hour program currently being implemented at the Somerset Academy Lone Mountain campus.

Submitted By: Staff

POWER HOUR

Power Hour is a 100-minute flex period that takes place every other day on an A/B Block schedule. Power Hour is a response to the factors that appear to challenge middle school students such as time for organization, time to meet with teachers to collect absent work, time for make-up testing without missing new content, time for academic planning, remediation, and/or enrichment.

Power Hour is flexibly used at the Lone Mountain campus to address the individual needs of students depending on assessment data and student goals. Power Hour is used to:

- Reteach content as necessary, determined by teachers during the common planning time.
- Allow students to self-select physical activities, such as basketball, soccer, dance, flag football, etc., to meet the PE 6 requirement based upon a menu of activities offered throughout the year. PE requirements are not restricted to 1 semester.
- Allow students to meet Tech 6 requirements through a checklist of tech standards integrated into content area projects. Tech standards are provided to content area teachers to embed into performance tasks and not limited to the typical 1 semester. Students monitor their own progress in consultation with a licensed Computer Literacy teacher.
- Provide students with teacher "Office Hours" to allow students to conference with teachers regarding absent work, pick up materials, return assignments, ask questions, etc.
- Provide struggling students with remediation.
- Provide enrichment opportunities to extend learning.
- Provide peer tutoring across grade levels.
- Improve student-teacher relationships due to increased interaction and personalized instruction
- Conduct assemblies without adjusting the schedule.
- Set academic goals and work with counselor on academic planning.
- Reduce failure rate
- Allow time for cognitive elaboration (study)
- Conduct character education lessons by administration (we are using Covey's 7 Habits of Highly Effective Teens).
- Address school-wide concerns, initiatives, and celebrations

Attached is the presentation created by the MS Chair and presented to all MS students during their first Power Hour. Power Hour looks different from week to week since it is entirely dependent upon current student needs. Below is the most recent message sent from our Middle School Chair, Eric Threeton, to the Middle School Team regarding the schedule for this past Power Hour (Notice how individualized it is):

"In order of importance:

THREETON (Math): I will be starting my Math intervention class. For this week I would like 6th graders on Tuesday (they can test with Ken on Thursday), and 7th graders on Thursday. I am just doing some diagnostic for the time being, narrowing this list down to one class of intervention students.

Tuesday 6th Graders:

Students X, Y & Z, etc.

Thursday 7th Graders:

Students X, Y & Z, etc.

I understand that some of these students will not show up, due to the fact they have athletics, leadership, or Math at this time. We are working those details out.

ROBINSON: 6th Grade STAR testing- All sixth graders (besides my small list) will report to the computer lab for STAR testing, once full, he will funnel remainder of kids into JOHNSON's room to write a letter to a soldier. Sixth Grade will go back and forth from these two rooms testing.

REMAINDER OF STUDENTS WILL SPLIT BETWEEN:

Bloecker: Improv

Willie: TED Talks/ Quiet Study

Any questions, feel free to ask."

-Eric Threeton

Power Hour is a play on words. "Power" for the use of technology, "Power" for the power in the flexible time, and "Power" for the personal growth in goal setting and character ed. It is a work in progress for us and we are excited to work together to maximize the effectiveness of Power Hour in raising the aptitude and personal progress of our Lone Mountain Middle School students to enter Sky Pointe High School well- prepared to enroll in advanced classes.



Welcome to
POWER HOUR

What is Power Hour?

- Power Hour is a block of time that allows students to receive instruction they need, without taking away from their core classes or elective interests. This period will also serve as teacher “office hours”. Students that need to ask questions, receive extra instruction, or maybe even “catch-up” on something they missed, will have the opportunity to do so during this block.

Agenda

- Power Hour is broken into time blocks as follows:
 - 11:45-11:50: Attendance
 - 11:50-12:50: Power Hour
 - 12:50-1:20: Independent Study/ Teacher Office Hours

11:50-12:50: Attendance

- Pretty self-explanatory... don't you think?

11:50-12:50: Power Hour

- The actual Power Hour block of time will be designated for extra instruction, interests, or meeting requirements for P.E. and technology.
- “Classes” offered will range from....

11:50-12:50: Power Hour

- P.E.:
 - Do you have P.E.? If not, it is still required. Different teachers will be hosting “clubs” for you to attend. From sports to dancing, I’m sure you can find something that both gets you moving, as well as suits your interests.

11:50-12:50: Power Hour

- Technology
 - Be prepared to work on digital presentations, research papers, and other tech related items. And don't worry, there will be plenty of support from teachers who will help you become tech savvy.

11:50-12:50: Power Hour

- Intervention
 - Falling behind in class? We've got you covered. Your teacher might assign you to get some extra help during this time.

11:50-12:50: Power Hour

- Other Lessons

- There are plenty of other lessons that need to be given, in which we don't want you to miss class for. These lessons will include:

- Guidance from our counselor, Mrs. Surina
 - Character development from one of our administrators
 - School assemblies

12:50-1:20: Independent Study/ Teacher Office Hours

- This block of time has many different aspects, including, but not limited to:
 - 1 on 1 Teacher/ Student conferences
 - “Picking a teacher’s brain”
 - Making up work not finished
 - Making up work you missed due to an absence
 - Getting your homework, paper, reading, or project done
 - Exploring your own personal learning endeavor
 - Extra practice playing your instrument

Expectations

- “With great power, comes great responsibility.”
 - We are giving you an opportunity here to really explore your interests, gain new learning experiences, and truly enhance your learning potential as a middle school student. That being said, it will require you to be responsible young men and women. Do not lose this opportunity. If we suspect abuse of the “choice”, you will indeed suffer the wrath of the “assigned”. Choose the right path that will help you become all that you are able to become.

SOMERSET ACADEMY OF LAS VEGAS

Supporting Document

Meeting Date: September 16, 2015
Agenda Item: 6 – Review and Approval of Revised Progressive Discipline Policy.
Number of Enclosures: 1

SUBJECT: Review and Approval of Revised Progressive Discipline Policy.

Action
 Appointments
 Approval
 Consent Agenda
 Information
 Public Hearing
 Regular Adoption

Presenter (s): John Barlow

Recommendation:

Proposed wording for motion/action:

Fiscal Impact: N/A

Estimated Length of time for consideration (in minutes): 5-10 minutes

Background: Discussion regarding the current discipline policy and changes that will need to be made/implemented due to recent legislative bills having been passed.

Submitted By: Staff

CODE OF RESPECT AND PROGRESSIVE DISCIPLINE POLICY

A Code of Respect is set in place to ensure the safety of students and staff and create an environment conducive to learning. General guidelines and expectations are as follows:

A. Be safe

Students should not throw objects at others, push others, or act in any other manner that may cause harm to another individual.

B. Be respectful

Students are to behave in a manner that enhances their and others opportunities to learn.

Students are to avoid using profanity or other inappropriate language.

Students are to behave in the cafeteria in a manner that allows others a pleasant atmosphere in which to eat.

C. Be responsible

Students are to follow the school's student standard attire.

Students are to attend school regularly.

Cell phones should be in the 'off' position during the entire school day.

Failure to abide by the school's Code of Respect will result in the student receiving a Citation. Parents/guardians are expected to sign and return the Citation to the teacher or staff member issuing the behavior report. Citations generally require no further action. In most instances, a class discussion of acceptable and unacceptable behavior heads off the need for parental conference or further consequences. However, it is recognized that parents are the child's first and most important educators. Somerset Academy emphasizes the importance of the family in the child's development and seeks to create a partnership with parents/guardians. Such a partnership is a two-way, interactive process. Consequently, the primary intent of sending a Citation to the parent/guardian is to keep the family informed of the child's conduct at school and to enlist support and reinforcement of good behavior.

Upon receipt of multiple citations pertaining to the same inappropriate behavior or upon more serious offenses, teachers may find it necessary to complete an Incident Report and send that student to the principal's office for immediate action. These situations are typically more habitual and/or disruptive and require immediate attention. Certain violations may require a more severe consequence which includes but is not limited to:

1. Verbal Reprimand
2. Classroom Citation – Lunch Detention
3. Classroom Citation #2 – Parent Call
4. Classroom Citation #3 – Incident Referral to office

5. In House Suspension
6. Off – Campus Suspension
7. Expulsion and Revocation of Enrollment
8. Law Enforcement Involvement

Committing, participating in or unlawfully attempting any of the following activities or acts in school buildings or on school property is prohibited and may constitute cause for disciplinary action. In addition, students at school-sponsored, off campus events and those using charter school sponsored transportation shall be governed by the policies, rules, regulations, and procedures established in this manual. Any criminal act shall be reported at once to the local police or sheriff's office. The student's parent(s) or guardian(s) shall also be notified, if possible. The school will take disciplinary action, whether or not criminal charges result.

CRIMINAL OFFENSES (As defined in applicable statutes or ordinances)

Violations of local, state or federal laws shall be enforced on school properties or at activities sponsored by charter schools. Examples of such laws are indicated below:

1. ALCOHOL: The possession of, sales, and furnishing alcoholic beverages.
2. ARSON: The intentional setting of fire.
3. ASSAULT: Physical or verbal threats with the intent and the ability to carry through with same.
4. BATTERY: An unconsented-to touching or application of force to another person.
5. BOMB THREAT/FALSE: Willfully conveying by mail, written notes, telephone, telegraph, radio or any other means of communication, any threat knowing it to be false.
6. BURGLARY: Illegal entry with the intent to commit a crime.
7. DESTRUCTION OF PROPERTY: Willfully and maliciously destroying or injuring real or personal property of another.
8. DISTURBING THE PEACE: Maliciously and willfully disturbing the peace of any person; maliciously and willfully interfering with or disturbing persons in the school.
9. EXPLOSIVE DEVICES: The possession of explosive or incendiary devices.
10. FALSE FIRE ALARMS: False reporting of, or transmission of, signal knowing same to be false.
11. FIREWORKS: The possession of, sales, furnishing, use or discharge of fireworks.
12. INDECENT EXPOSURE: An open indecent or obscene exposure of his person or the person of another.
13. LARCENY: Stealing, taking, carrying away property of another.
14. LIBEL: A malicious defamation expressed to impeach a person's honesty, integrity, virtue or reputation.
15. MARIJUANA: The possession of, sales, or furnishing marijuana.
16. NARCOTICS: The possession of, sales, or furnishing a controlled substance.
17. NARCOTICS PARAPHERNALIA: The possession of, sales, furnishing, or use of.
18. PROFANITY: Use of vile or indecent language.
19. RESISTING OFFICER: Willfully resisting, delaying or obstructing an officer in the performance of duty.
20. ROBBERY: The unlawful taking of personal property from the person of another or in his/her presence, against his/her will, by means of force or violence or fear of injury.
21. ROUT/RIOT: Two or more persons meeting to do an unlawful act/two or more persons actually doing an unlawful act with or without a common cause of quarrel.

22. **STOLEN PROPERTY:** Receiving or possessing property of another, knowing or under such circumstances as would cause a reasonable person to know they were so obtained.
23. **TAMPERING WITH MOTOR VEHICLES:** Willfully break, injure, tamper, remove parts, deface a vehicle; without consent of owner, climb into or upon a vehicle with intent to injure; to manipulate any levers while vehicle is at rest or unattended or to set vehicle in motion.
24. **THROWING SUBSTANCE AT VEHICLE:** To throw any stone, rock, missile or any substance at any motorbus, truck or other motor vehicle.
25. **TRESPASS:** To be upon the property of another without permission of the owner and to stay upon same after warning. To be on school property or at a school function while under suspension from school.
26. **WEAPONS:** "Dangerous weapon" includes, without limitation, a blackjack, slungshot, billy, sand-club, sandbag, metal knuckles, dirk or dagger, a nunchaku, switchblade knife or trefoil, as defined in [NRS 202.350](#), a butterfly knife or any other knife described in [NRS 202.350](#), or any other object which is used, or threatened to be used, in such a manner and under such circumstances as to pose a threat of, or cause, bodily injury to a person. "Firearm" includes, without limitation, any pistol, revolver, shotgun, explosive substance or device, and any other item included within the definition of a "firearm" in 18 U.S.C. § 921, as that section existed on July 1, 1995.
- a. Brandishing any dangerous weapon or firearm in a rude, angry or threatening manner or to use same in any fight or quarrel.
 - b. Concealed - it is unlawful for any person to carry any dangerous or firearm.
 - c. Possession - it is unlawful for any person to possess any dangerous weapon or firearm.
27. Violation of other federal or state criminal laws or local ordinances at school, at school-sponsored activities or on school-sponsored transportation is prohibited.

CHARTER SCHOOL OFFENSES

The following activities may also lead to disciplinary action. Generally, these are acts that disrupt and interfere with the educational process or with the rights of other members of the educational community.

1. **ALCOHOLIC BEVERAGES:** Being on campus, on school-sponsored transportation or at a school-sponsored activity after having consumed an alcoholic beverage.
2. **DISOBEDIENCE, INSOLENT AND INSUBORDINATION:** Students must obey the instructions of school personnel.
3. **DISRUPTIVE CONDUCT:** Conduct that interferes with the educational process. Serious situations may be handled under criminal sanctions.
4. **FIGHTING.**
5. **FORGING OR USING FORGED PASSES, EXCUSES OR OTHER SCHOOL DOCUMENTS.**
6. **GUM CHEWING AND EATING FOOD AT INAPPROPRIATE TIMES OR IN INAPPROPRIATE PLACES AS DETERMINED BY THE ADMINISTRATOR.**
7. **HAZING:** Any act that forces another student to undergo a humiliating or abusive ordeal, as in initiations.
8. **ILLEGAL SUBSTANCE:** Being on campus, on school-sponsored transportation or at a school-sponsored activity after having used an illegal substance.
9. **INAPPROPRIATE DRESS AND APPEARANCE:** Dress and appearance must not present potential health or safety problems or cause disruptions.

10. MISCONDUCT ON SCHOOL VEHICLES: Any action that creates a safety hazard or distracts the attention of the driver.
11. PLAGIARISM AND CHEATING.
12. POSSESSION AND USE OF TOBACCO, CIGARETTES, CHEW, ETC., ON SCHOOL PROPERTY OR AT A SCHOOL-SPONSORED ACTIVITY.
13. CELLULAR PHONES: Students may possess or use electronic signaling devices, including but not limited to pagers, beepers, and cellular/digital telephones, provided that the use of such devices is before and/or after school hours or during lunch break. Inside school buildings and during the school day, electronic signaling devices shall be in the "off/silent" position at all times.
14. SEXUAL HARASSMENT: A student should not be sexually harassed, discriminated against, denied a benefit, or excluded from participation in any charter school educational program or activity as guaranteed by Title IX of the Educational Amendments of 1972. Sexual harassment is defined as the verbal or physical conduct of a sexual nature, imposed on the basis of sex, by an employee or agent of the school or by a student of the school. No student shall be denied or limited to the provision of aid, benefits, services or treatment protected under Title IX.
15. SPREADING FALSE OR UNSUBSTANTIATED INFORMATION IN WRITING OR VERBALLY ABOUT A PERSON AND HARMING HIS/HER REPUTATION.
16. TRAFFIC VIOLATIONS ON SCHOOL GROUNDS.
17. TRUANCY: Being absent from school without a valid excuse acceptable to the administrator.

SUSPENSIONS

Suspension is the temporary removal of a student from school or from school-sponsored activities. For the purposes of declaring a student a Habitual Disciplinary Problem or for the purpose of escalating to possible expulsion, the suspensions must be no less than three (3) days and require a conference or other communications with the parent/guardian. Students may be suspended for the following reasons:

1. Violation of any state law or local ordinance in a school building, on school grounds, or at a school-sponsored activity.
2. Violation of rules, policies, and procedures established for charter schools as outlined in this manual.
3. Student actions or inactions at school or a school-sponsored activity that disrupt, interfere with, or pose a threat to the educational program, other students, staff, visitors, or the student personally.

The primary purpose of suspension is to give the student, his/her parent(s) or guardian(s), and the school the time needed to resolve a problem. The duration of suspension is related to a course of action designed to resolve the problem.

Types of Suspension:

1. Emergency Suspension: The administrator, or his or her designee, may suspend any student whose conduct is determined to be a clear threat to the physical safety of others or to the property interests of others. or is so extremely disruptive as to make the student's temporary removal necessary to preserve the right of the other students to pursue an education.
2. Long-Term Suspension: A student may be suspended from school or from an interscholastic activity for more than ten (10) days by the school's governing body.

3. Short-Term Suspension: A student may be removed from school and/or from interscholastic activities for no more than ten (10) days by the administrator.
4. In-School Suspension: A student may be removed from his/her classes and all school activities for no more than ten (10) days and during the term of suspension the student will remain in a separate supervised area of the school.

The primary intention of this action is to gain cooperation with the student's parent(s) or guardian(s) and to isolate the student from all regular academic and social activities. If this action seems warranted after an investigation and after consultation with the parent(s) or guardian(s), the administrator, or his or her designee, shall take action.

SPECIAL CONDITIONS OF SUSPENSION:

1. A student may not participate in extracurricular activities during the term of his/her suspension.
2. Suspensions may be reflected in the student's class citizenship or school citizenship grade.
3. Notations of suspensions from school will be made in the student's cumulative folder.
4. Schoolwork missed as a result of suspensions that last 10 days or less may be made up through the completion of make-up work. Any work that cannot be made up, or is not made up, will result in the lowering of the academic grade for the grading period, and it may result in loss of credit.

A pupil may be removed from school immediately for any of the following:

1. Posing a continuing danger to persons or property,
2. Posing an ongoing threat of disrupting the academic process,
3. Selling or distributing any controlled substance, or
4. Being found in possession of a dangerous weapon as provided in NRS 392.466.

When a student is removed for any of these reasons the student shall be given an explanation of the reasons for his or her removal. The student shall also be given an explanation of pending proceedings, to be conducted as soon as practicable after removal, for his or her suspension or expulsion. In all other cases involving suspension, the administrator shall:

1. Tell the student you are meeting with him/her to investigate allegations that the student has violated laws, rule(s), state charter school policies, or the school's policies.
2. Tell the student the specific laws, rule(s), or policies that are alleged to have been violated and that, if the evidence supports the allegations, there will be consequences up to and including suspension from school. Ask if he/she understands the allegation(s).
3. Explain to the student the evidence you have regarding the alleged violation(s).
4. Ask the student if he/she admits or denies the allegation(s). If the student admits to violation(s), assign appropriate consequences. If the student denies the allegation(s), give him/her the chance to explain and present his/her side of the story. The administrator will consider the student's explanation and, if the administrator deems it appropriate, may investigate the matter further.
(This does not mean that the student can secure counsel, confront, and cross-examine witnesses, or call witnesses on his/her behalf to present his/her case.)
5. After hearing the student's explanation and evidence, the administrator should determine if he/she needs more information and, if so, obtain it before a decision. If not, the

administrator should determine what, if any, violations exist and assign appropriate consequences.

6. If the student has a behavior plan, the administrator should review the plan with the student. If the student does not have a behavior plan and the student is subject to the habitual discipline statute (NRS 392.4655), then a behavior plan may be written.

7. If suspension is appropriate, the administrator shall notify the student that he/she will be suspended for (number of days) and when it will be commencing (starting date).

8. The administrator shall notify the parents of the suspension as soon as possible by phone or in person and follow up that notification with a letter, which will be placed in the student's file

EXPULSION AND LONG TERM SUSPENSION

When it is determined that a student's behavior seriously interferes with the educational program or the safety or welfare of school personnel or other students, the charter school's governing body may remove the student from further attendance in the charter school in accordance with NRS 386.585.

STATE-MANDATED SUSPENSIONS:

A student shall be suspended for at least a period equal to one (1) semester from the school s/he attends if:

1. On the first occurrence, the student commits a battery that results in the bodily injury of an employee of the school while on the premises of any public school, at any activity sponsored by a public school, or on any school bus.

2. On the first occurrence, the student sells or distributes any controlled substance while on the premises of any public school, at any activity sponsored by a public school, or on any school bus.

3. On the first occurrence, the student is found in possession of a dangerous weapon while on the premises of any public school, at any activity sponsored by a public school, or on any school bus.

4. The student has been deemed a Habitual Disciplinary Problem through proper procedures as described in NRS 392.4655. Habitual Disciplinary Problem is determined if, in any one (1) school year (August through June):

- a. The student has threatened or extorted, or attempted to threaten or extort, another student, teacher or other personnel employed by the school;
- b. The student has been suspended for initiating, without provocation, at least two (2) fights on school property; OR
- c. The student has a record of five (5) suspensions from the school for any reason.

Any student who commits any the conduct described in 1 through 4 above will be placed on emergency suspension pending investigation and determination of final action to be taken in the matter.

STATE MANDATED EXPULSION:

One Year Expulsion

The school must expel any student for a period of not less than one (1) year from the school he or she attends if at any time, the student is found in possession of a firearm or an explosive device while on the premises of any public school, at any activity sponsored by a public school, or on any school bus.

There is an exception for possession of a firearm with the prior approval of the administrator.

Permanent Expulsion

The school must permanently expel a student from the school he or she attends if:

- a. On the second occurrence, the student commits a battery that results in the bodily injury of an employee of the school while on the premises of any public school, at any activity sponsored by a public school, or on any school bus;
- b. On the second occurrence, the student sells or distributes any controlled substance while on the premises of any public school, at any activity sponsored by a public school, or on any school bus;
- c. On the second occurrence, the student is found in possession of a dangerous weapon while on the premises of any public school, at any activity sponsored by a public school, or on any school bus.

Any student who commits the conduct described above, will be placed on emergency suspension pending investigation and determination of final action to be taken in the matter.

EXPULSION AND LONG TERM SUSPENSION HEARINGS:

If after an investigation it is determined by the administrator that a long term suspension or expulsion is appropriate, the student will be provided a hearing before the school's governing body. The governing body will decide in accordance with procedures in NRS 392.467 whether or not the student shall be put on a long term suspension or be expelled as recommended by the school administrator.

The hearing shall be closed to the public. A tape recording of the hearing will be made by the governing body. Upon request the student may obtain a copy of the hearing recording. The student shall have the right to be represented by an advocate of his/her choosing. Both the student and the administrator may call witnesses and present evidence. The hearing officer shall not be required to observe the same rules of evidence observed by the courts. Hearsay testimony of students shall be admissible.

The standard of proof shall be that of a civil action: a preponderance of the evidence. The hearing officer's determination of the appropriate consequences shall be based on the seriousness of the conduct as well as the student's prior disciplinary record insofar as it affects the effectiveness, or ineffectiveness, of forms of discipline previously imposed.

RE-ADMITTANCE TO SCHOOL:

Students may apply for re-admittance, within 45 school days from the one year anniversary day of their expulsion by the charter school's governing body. Such request should be made to the administrator. During this period of time, the administrator will direct appropriate staff personnel to conduct a review of the request to ensure that any special conditions for re-admittance, such as a psychological evaluation, are completed as well as determining that the student has been a good citizen during the period of expulsion. When this review has been completed the governing body will decide near the end of the expulsion period

whether or not the student may be re-admitted. The charter school's governing body will provide written notification of its decision to the student, parent(s) or guardian(s), and the administrator of the charter school.

SOMERSET ACADEMY OF LAS VEGAS

Supporting Document

Meeting Date: September 16, 2015
Agenda Item: 7 – Review of Schools’ Financial Performance.
Number of Enclosures: 1

SUBJECT: Review of Schools’ Financial Performance.

Action
 Appointments
 Approval
 Consent Agenda
 Information
 Public Hearing
 Regular Adoption

Presenter (s): Carlos Segrera

Recommendation:

Proposed wording for motion/action:

Fiscal Impact: N/A

Estimated Length of time for consideration (in minutes): 5-10 minutes

Background: Review of Financial Review Summary, Balance Sheet and Profit and Loss Statements.

Submitted By: Staff

Somerset Academy

Financial Summary as of 7-31-15

Prepared by: Carlos Segrera
carlos.segrera@academicnv.com

702-431-6260

Financial News, Notes, and Updates

1. Somerset Academy was awarded 551,575 in the State's True-Up for 14-15.
2. DSA per pupil funding for 15-16 School Year remained at 6506.

	Actual P/L as of 7/31/15	Budgeted P/L for 7-31-15	Variance
Sky Pointe	\$ 163,832.59	\$ (5,812.66)	\$ 169,645.25
North Las Vegas	\$ 66,280.26	\$ 18,932.69	\$ 47,347.57
Lone Mountain	\$ 180,488.87	\$ (3,305.57)	\$ 183,794.44
Losee	\$ 172,896.93	\$ (5,715.62)	\$ 178,612.55
Stephanie	\$ 53,511.43	\$ (14,911.81)	\$ 68,423.24
All Campuses	\$ 637,010.08	\$ (10,812.97)	\$ 647,823.05

Somerset Academy Surplus Breakdown	
+ Number = Surplus/ Under Budget - Number = Over Budget	
Category	Amount
<i>Under Budget</i>	
Salaries - Campuses still paying wages based on 14-15 / No Hourly (TA's)	\$ 304,788.00
Benefits	\$ 139,364.00
Utilities- Operating Under Budget	\$ 15,382.55
Lease - Began Skypointe increase in September. Budgeted over 12 months.	\$ 287,141.51
SPED Contracted Services	\$ 51,596.67
<i>Over Budget</i>	
Maintenance - Operating Over Budget	\$ (21,366.00)
Consumables	\$ (114,317.00)
All Other Categories	\$ (14,766.68)
Total	\$ 647,823.05

1:18 PM

09/15/15

Accrual Basis

Somerset Academy of Las Vegas
Profit & Loss Budget vs. Actual- Somerset System Wide
 July 2015

	Jul 15	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
1300 - Tuition				
1310 - Kinder Tuition	-690.00	25,910.11	-26,600.11	-2.7%
1300 - Tuition - Other	0.00	0.00	0.00	0.0%
Total 1300 - Tuition	-690.00	25,910.11	-26,600.11	-2.7%
3000 - Revenue from State Sources				
3110 - DSA Revenue	2,959,826.25	2,855,483.39	104,342.86	103.7%
3115a - SPED - Discretionary Unit	0.00	14,227.72	-14,227.72	0.0%
3115b - SPED Part B Funding	0.00	47,190.11	-47,190.11	0.0%
3230 - Class Size Reduction	0.00	18,843.34	-18,843.34	0.0%
Total 3000 - Revenue from State Sources	2,959,826.25	2,935,744.56	24,081.69	100.8%
Total Income	2,959,136.25	2,961,654.67	-2,518.42	99.9%
Gross Profit	2,959,136.25	2,961,654.67	-2,518.42	99.9%
Expense				
1000 - Instruction				
111.100 - Licensed Teachers Salaries	828,124.45	941,294.86	-113,170.41	88.0%
113.100 - Licensed Substitute Teachers	0.00	31,908.36	-31,908.36	0.0%
123.100 - Long Term Subs	1,807.86	0.00	1,807.86	100.0%
221.100 - FICA - Licensed Teachers	849.95	0.00	849.95	100.0%
231.100 - PERS Instruction Personnel	148,962.96	190,127.42	-41,164.46	78.3%
241.100 - MC Teachers	16,421.73	12,789.85	3,631.88	128.4%
251.100 - Tuition Reimb. for Teachers	0.00	0.00	0.00	0.0%
261.100 - Other (FUTA) - Teachers	1,441.05	52,923.48	-51,482.43	2.7%
261.101 - SUI Teachers	25,890.45	29,107.90	-3,217.45	88.9%
271.100 - WC Teachers	6,569.87	3,973.46	2,596.41	165.3%
281.100 - Health Teachers	38,438.92	19,236.10	19,202.82	199.8%
331.100 - Training & Dev. - Teachers	319.18	1,762.09	-1,442.91	18.1%
443.100 - Copier	13,969.07	20,205.94	-6,236.87	69.1%
610.100 - General Supplies				
610.101 - Classroom Supplies/Consumables	7,733.67	12,151.25	-4,417.58	63.6%
610.103 - Copier & Printing Supplies	1,673.49	4,292.51	-2,619.02	39.0%
610.104 - Assessment & Testing Materials	0.00	1,282.51	-1,282.51	0.0%
Total 610.100 - General Supplies	9,407.16	17,726.27	-8,319.11	53.1%
612.100 - Furniture - Fixtures	7,056.65	0.00	7,056.65	100.0%
641.100 - Curriculum - Textbooks	33,153.13	30,736.67	2,416.46	107.9%
650.100 - Supplies-Inf. Tech. Related				
651.99 - Technology Software	6,542.33			
Total 650.100 - Supplies-Inf. Tech. Related	6,542.33			
651.100 - Tech. Software (Educational)	29,656.17			
652.100 - Supplies/Equip. (IT Hardware)	1,690.39			
652.101 - Classroom Computers & Equipment	69,372.30			
653.100 - Web Based (Website)	0.00	1,800.05	-1,800.05	0.0%
893.100 - Indirect Costs- Incentives	0.00	0.00	0.00	0.0%
Total 1000 - Instruction	1,239,673.62	1,353,592.45	-113,918.83	91.6%
200-SP - SPED				
111.SP - SPED - Licenced Teacher	29,749.36	64,204.40	-34,455.04	46.3%
221.SP - SPED - FICA Teacher	0.00	0.00	0.00	0.0%

Somerset Academy of Las Vegas
Profit & Loss Budget vs. Actual- Somerset System Wide
 July 2015

	Jul 15	Budget	\$ Over Budget	% of Budget
231.SP · SPED - PERS	5,480.72	12,061.90	-6,581.18	45.4%
241.SP · SPED - MC Teachers	428.89	863.95	-435.06	49.6%
261.SP · SPED - SUI Teachers	512.48	1,966.24	-1,453.76	26.1%
261.SP2 · SPED - FUTA	0.00	3,574.98	-3,574.98	0.0%
271.SP · SPED - WC Teachers	237.40	303.88	-66.48	78.1%
281.SP · SPED - Health Teachers	1,018.67	1,632.59	-613.92	62.4%
291.SP · SPED - Other Teachers	0.00			
320.SP · SPED - Contracted Services	10,170.00	61,766.67	-51,596.67	16.5%
610.SP1 · SPED -General Supplies-Teachers	250.38	573.33	-322.95	43.7%
610.SP2 · SPED -Special Ed Supp-Students	0.00	990.83	-990.83	0.0%
Total 200.SP · SPED	47,847.90	147,938.77	-100,090.87	32.3%
2130 · Health Services				
610.213 · Nursing Supplies	298.96	910.41	-611.45	32.8%
Total 2130 · Health Services	298.96	910.41	-611.45	32.8%
2200 · Support Services - Instruction				
115.220 · Non-Licensed Support Staff	6,625.80	74,207.10	-67,581.30	8.9%
225.220 · FICA - Ins. Support Staff	0.00	0.00	0.00	0.0%
231.220 · PERS - Support Services	743.08	11,635.88	-10,892.80	6.4%
245.220 · MC - Inst. Support Staff	219.15	912.30	-693.15	24.0%
260.220 · Unemployment Comp.				
265.22 · SUI - Inst. Support Staff	276.09	2,213.15	-1,937.06	12.5%
265.22B · FUTA - Inst. Support Staff	15.97	3,508.39	-3,492.42	0.5%
Total 260.220 · Unemployment Comp.	292.06	5,721.54	-5,429.48	5.1%
275.220 · WC - Inst. Support Staff	52.88	342.04	-289.16	15.5%
285.220 · Health - Support Staff	0.00	1,837.57	-1,837.57	0.0%
Total 2200 · Support Services - Instruction	7,932.97	94,656.43	-86,723.46	8.4%
2290 · Other Support Service- Inst.				
581.229 · Staff Travel- Teachers	150.00	3,951.66	-3,801.66	3.8%
584.229 · Travel- Licensed Admin,	0.00	0.00	0.00	0.0%
Total 2290 · Other Support Service- Inst.	150.00	3,951.66	-3,801.66	3.8%
2300 · Support - General Admin				
115.230 · Gen Admin Salaries	58,579.39	89,234.36	-30,654.97	65.6%
225.230 · FICA - Gen Admin	0.00	0.00	0.00	0.0%
235.230 · PERS - Gen Admin	11,740.45	17,731.27	-5,990.82	66.2%
245.230 · MC - Gen Admin	831.68	1,211.72	-380.04	68.6%
265.230 · SUI - Gen Admin	1,342.14	2,757.72	-1,415.58	48.7%
265.23b · FUTA - Gen Admin	108.03	5,014.02	-4,905.99	2.2%
275.230 · WC - Gen Admin	458.40	426.20	32.20	107.6%
285.230 · Health - Gen Admin	1,621.51	2,289.75	-668.24	70.8%
340.230 · Other Professional Services				
340.23a · Audit	0.00	1,833.32	-1,833.32	0.0%
340.23b · Professional Fees	1,274.00			
340.23c · Background/Drug Tests	0.00	816.66	-816.66	0.0%
340.23d · Payroll Service Fee's	6,010.00	9,217.39	-3,207.39	65.2%
340.23e · Payroll Services - support	1,550.00	5,157.21	-3,607.21	30.1%
Total 340.230 · Other Professional Services	8,834.00	17,024.58	-8,190.58	51.9%
531.230 · Postage/Shipping	201.40	543.18	-341.78	37.1%
533.230 · Telephone/Internet	2,613.53	2,663.25	-49.72	98.1%
610.230 · General Office Supplies	3,582.95	3,867.92	-284.97	92.6%

Somerset Academy of Las Vegas
Profit & Loss Budget vs. Actual- Somerset System Wide
 July 2015

	Jul 15	Budget	\$ Over Budget	% of Budget
2300 · Support - General Admin - Other	0.00			
Total 2300 · Support - General Admin	89,913.48	142,763.97	-52,850.49	63.0%
2318 · Legal Services				
340.231 · Legal	0.00	2,303.07	-2,303.07	0.0%
Total 2318 · Legal Services	0.00	2,303.07	-2,303.07	0.0%
2400 · School Administration				
114.240 · Admin - Licensed	101,887.41	120,892.75	-19,005.34	84.3%
225.240 · FICA- Lic. Admin	258.33	0.00	258.33	100.0%
234.240 · PERS - Admin Licensed	22,061.24	33,849.97	-11,788.73	65.2%
240.240 · Medicare Payments	0.00	26.89	-26.89	0.0%
244.240 · MC - Admin Licensed	1,712.43	1,430.25	282.18	119.7%
260.240 · Unemployment Compensation				
264.24a · SUI - Admin Licensed	1,262.70	3,989.47	-2,726.77	31.7%
264.24b · FUTA- Lic Administration	268.08	7,253.57	-6,985.49	3.7%
Total 260.240 · Unemployment Compensation	1,530.78	11,243.04	-9,712.26	13.6%
274.240 · WC - Admin Licensed	812.05	616.57	195.48	131.7%
284.240 · Health - Admin Licensed	2,380.30	3,312.47	-932.17	71.9%
Total 2400 · School Administration	130,642.54	171,371.94	-40,729.40	76.2%
2500 · Central Services				
310.250 · Management Fee	205,612.50	207,187.50	-1,575.00	99.2%
320.250 · Affiliation Fee	8,223.09	29,983.79	-21,760.70	27.4%
Total 2500 · Central Services	213,835.59	237,171.29	-23,335.70	90.2%
2600 · Operation and Maintenance	137.62			
2610 · Operation of Building				
352.261 · IT - Technical Services	20,180.50	24,549.70	-4,369.20	82.2%
410.261 · Utility Services				
411.26a · Water	9,458.46	7,318.33	2,140.13	129.2%
411.26b · Sewer	2,141.88	5,031.67	-2,889.79	42.6%
Total 410.261 · Utility Services	11,600.34	12,350.00	-749.66	93.9%
421.261 · Trash	5,880.77	4,670.00	1,210.77	125.9%
422.261 · Janitorial Service (Contracted)	3,695.48	35,126.00	-31,430.52	10.5%
440.261 · Rentals				
441.26a · Lease	170,859.33	458,000.84	-287,141.51	37.3%
Total 440.261 · Rentals	170,859.33	458,000.84	-287,141.51	37.3%
520.261 · Insurance				
521.261 · Property Insurance	0.00	5,818.89	-5,818.89	0.0%
522.261 · Liability Insurance	0.00	12,238.09	-12,238.09	0.0%
523.26a · D & O Insurance	0.00	0.00	0.00	0.0%
523.26b · Other Insurance	18,468.00	0.00	18,468.00	100.0%
Total 520.261 · Insurance	18,468.00	18,056.98	411.02	102.3%
590.261 · Other Purchased Services				
590.20a · DSA Sponsor Fee	44,397.42	44,975.68	-578.26	98.7%
590.20b · Power School	0.00	4,291.66	-4,291.66	0.0%
Total 590.261 · Other Purchased Services	44,397.42	49,267.34	-4,869.92	90.1%
621.261 · Natural Gas	110.92	250.00	-139.08	44.4%
622.261 · Electricity	53,871.25	38,488.70	15,382.55	140.0%

Somerset Academy of Las Vegas Profit & Loss Budget vs. Actual- Somerset System Wide

July 2015

	Jul 15	Budget	\$ Over Budget	% of Budget
Total 2610 - Operation of Building	329,064.01	640,759.56	-311,695.55	51.4%
2620 - Maintenance of Building				
117.262 - Custodial Wages	9,983.89	17,997.41	-8,013.52	55.5%
227.262 - Custodial- FICA	0.00	0.00	0.00	0.0%
234.262 - PERS- Custodial	1,583.19	2,845.91	-1,262.72	55.6%
247.262 - Custodial-MC	144.01	241.66	-97.65	59.6%
267-262 - Custodial- FUTA & MBT	3.78	894.36	-890.58	0.4%
267.262 - Custodial-SUI	412.47	549.98	-137.51	75.0%
277.262 - Custodial- WC	179.44	85.01	94.43	211.1%
281.262 - Health - Custodial	3.00	456.64	-453.64	0.7%
430.262 - Misc Maint & Facilities Costs				
431.26a - A/C Maintenance Expense	2,239.55	5,083.33	-2,843.78	44.1%
431.26b - Facility Maint	11,252.80	14,217.67	-2,965.37	79.1%
431.26c - Summer Maintenance	32,266.06	4,166.67	28,099.39	774.4%
431.26f - Lawn Care	3,800.00	4,833.34	-1,033.34	78.6%
430.262 - Misc Maint & Facilities Costs - Other	109.50			
Total 430.262 - Misc Maint & Facilities Costs	49,667.41	28,301.01	21,366.40	175.5%
432.1 - Technology & Maint Repair	3,600.00			
610.262 - Gen Maint & Janitorial Supplies	3,408.63	7,250.00	-3,841.37	47.0%
Total 2620 - Maintenance of Building	68,985.82	58,621.98	10,363.84	117.7%
2660 - Security				
490.266 - Alarm Security System	346.78	212.50	134.28	163.2%
Total 2660 - Security	346.78	212.50	134.28	163.2%
2670 - Safety				
490.267 - Security & Fire Services	2,530.00	233.34	2,296.66	1,084.3%
Total 2670 - Safety	2,530.00	233.34	2,296.66	1,084.3%
3100 - Food Service Operations				
570.31 - Food Services	0.00	1,583.34	-1,583.34	0.0%
Total 3100 - Food Service Operations	0.00	1,583.34	-1,583.34	0.0%
5000 - Debt Service				
810.500 - Dues & Fees	2,034.00	3,165.01	-1,131.01	64.3%
820.500 - Late Fee	0.00	0.00	0.00	0.0%
830.500 - Debt-Related Expenditures				
832.50b - Debt Serv -Loan	127,277.96	107,981.89	19,296.07	117.9%
Total 830.500 - Debt-Related Expenditures	127,277.96	107,981.89	19,296.07	117.9%
890.500 - Misc. Expenditures				
892.50a - Bank Charges	2.28	666.68	-664.40	0.3%
892.50b - E-Funds Fee's	0.00	0.00	0.00	0.0%
Total 890.500 - Misc. Expenditures	2.28	666.68	-664.40	0.3%
5000 - Debt Service - Other	0.00	0.00	0.00	0.0%
Total 5000 - Debt Service	129,314.24	111,813.58	17,500.66	115.7%
790 - Depreciation	61,452.64			
900 - Co-Curricular/ Extra-Curricular				
920 - Athletics	0.00	4,583.35	-4,583.35	0.0%
Total 900 - Co-Curricular/ Extra-Curricular	0.00	4,583.35	-4,583.35	0.0%

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Accrual Basis

Somerset Academy of Las Vegas
Profit & Loss Budget vs. Actual- Somerset System Wide
July 2015

	Jul 15	Budget	\$ Over Budget	% of Budget
Total Expense	2,322,126.17	2,972,467.64	-650,341.47	78.1%
Net Ordinary Income	637,010.08	-10,812.97	647,823.05	-5,891.2%
Net Income	637,010.08	-10,812.97	647,823.05	-5,891.2%

Somerset Academy of Las Vegas Profit & Loss Budget vs. Actual- Sky Pointe July 2015

	Jul 15	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
1300 · Tuition				
1310 · Kinder Tuition	0.00	2,355.47	-2,355.47	0.0%
Total 1300 · Tuition	0.00	2,355.47	-2,355.47	0.0%
3000 · Revenue from State Sources				
3110 · DSA Revenue	828,751.35	809,362.67	19,388.68	102.4%
3115a · SPED - Discretionary Unit	0.00	4,119.32	-4,119.32	0.0%
3115b · SPED Part B Funding	0.00	12,648.44	-12,648.44	0.0%
3230 · Class Size Reduction	0.00	4,096.54	-4,096.54	0.0%
Total 3000 · Revenue from State Sources	828,751.35	830,226.97	-1,475.62	99.8%
Total Income	828,751.35	832,582.44	-3,831.09	99.5%
Gross Profit	828,751.35	832,582.44	-3,831.09	99.5%
Expense				
1000 · Instruction				
111.100 · Licensed Teachers Salaries	253,142.21	258,416.95	-5,274.74	98.0%
113.100 · Licensed Substitute Teachers	0.00	8,400.04	-8,400.04	0.0%
123.100 · Long Term Subs	1,607.86	0.00	1,607.86	100.0%
231.100 · PERS Instruction Personnel	43,315.15	56,032.50	-12,717.35	77.3%
241.100 · MC Teachers	6,225.89	3,528.33	2,697.56	176.5%
261.100 · Other (FUTA) - Teachers	454.92	14,599.98	-14,145.06	3.1%
261.101 · SUI Teachers	7,088.61	8,029.98	-941.37	88.3%
271.100 · WC Teachers	2,032.96	715.96	1,317.00	283.9%
281.100 · Health Teachers	10,268.40	6,667.32	3,601.08	154.0%
331.100 · Training & Dev. - Teachers	0.00	520.84	-520.84	0.0%
443.100 · Copier	2,208.26	4,583.33	-2,375.07	48.2%
610.100 · General Supplies				
610.101 · Classroom Supplies/Consumables	4,615.65	3,006.00	1,609.65	153.5%
610.103 · Copier & Printing Supplies	0.00	1,145.84	-1,145.84	0.0%
610.104 · Assessment & Testing Materials	0.00	333.34	-333.34	0.0%
Total 610.100 · General Supplies	4,615.65	4,485.18	130.47	102.9%
641.100 · Curriculum - Textbooks	26,481.62	9,444.17	17,037.45	280.4%
651.100 · Tech. Software (Educational)	19,896.00			
653.100 · Web Based (Website)	0.00	300.05	-300.05	0.0%
893.100 · Indirect Costs- Incentives	0.00	0.00	0.00	0.0%
Total 1000 · Instruction	377,337.53	375,724.63	1,612.90	100.4%
200-SP · SPED				
111.SP · SPED - Licenced Teacher	16,468.27	26,923.82	-10,455.55	61.2%
231.SP · SPED - PERS	2,796.68	5,202.43	-2,405.75	53.8%
241.SP · SPED - MC Teachers	237.68	363.93	-126.25	65.3%
261.SP · SPED - SUI Teachers	106.93	828.25	-721.32	12.9%
261.SP2 · SPED - FUTA	0.00	1,505.92	-1,505.92	0.0%
271.SP · SPED - WC Teachers	131.42	128.01	3.41	102.7%
281.SP · SPED - Health Teachers	518.08	687.71	-169.63	75.3%
320.SP · SPED - Contracted Services	2,035.00	14,016.67	-11,981.67	14.5%
610.SP1 · SPED -General Supplies-Teachers	0.00	166.66	-166.66	0.0%
610.SP2 · SPED -Special Ed Supp-Students	0.00	291.66	-291.66	0.0%
Total 200-SP · SPED	22,294.06	50,115.06	-27,821.00	44.5%

Somerset Academy of Las Vegas Profit & Loss Budget vs. Actual- Sky Pointe July 2015

	Jul 15	Budget	\$ Over Budget	% of Budget
2130 · Health Services				
610.213 · Nursing Supplies	298.96	270.83	28.13	110.4%
Total 2130 · Health Services	298.96	270.83	28.13	110.4%
2200 · Support Services - Instruction				
115.220 · Non-Licensed Support Staff	2,227.25	13,957.93	-11,730.68	16.0%
225.220 · FICA - Ins. Support Staff	0.00	0.00	0.00	0.0%
231.220 · PERS - Support Services	154.08	2,347.67	-2,193.59	6.6%
245.220 · MC - Inst. Support Staff	135.70	124.58	11.12	108.9%
260.220 · Unemployment Comp.				
265.22 · SUJ - Inst. Support Staff	95.77	420.38	-324.61	22.8%
265.22B · FUTA - Inst. Support Staff	13.36	248.82	-235.46	5.4%
Total 260.220 · Unemployment Comp.	109.13	669.20	-560.07	16.3%
275.220 · WC - Inst. Support Staff	17.77	64.97	-47.20	27.4%
285.220 · Health - Support Staff	0.00	349.04	-349.04	0.0%
Total 2200 · Support Services - Instruction	2,643.93	17,513.39	-14,869.46	15.1%
2290 · Other Support Service- Inst.				
581.229 · Staff Travel- Teachers	0.00	918.33	-918.33	0.0%
Total 2290 · Other Support Service- Inst.	0.00	918.33	-918.33	0.0%
2300 · Support - General Admin				
115.230 · Gen Admin Salaries	9,734.56	21,342.89	-11,608.33	45.6%
235.230 · PERS - Gen Admin	2,577.25	5,398.88	-2,821.63	47.7%
245.230 · MC - Gen Admin	138.41	302.93	-164.52	45.7%
265.230 · SUJ - Gen Admin	243.99	689.44	-445.45	35.4%
265.23b · FUTA - Gen Admin	0.00	1,253.52	-1,253.52	0.0%
275.230 · WC - Gen Admin	77.68	106.55	-28.87	72.9%
285.230 · Health - Gen Admin	478.68	572.46	-93.78	83.6%
340.230 · Other Professional Services				
340.23a · Audit	0.00	518.20	-518.20	0.0%
340.23b · Professional Fees	1,274.00			
340.23c · Background/Drug Tests	0.00	229.17	-229.17	0.0%
340.23d · Payroll Service Fee's	1,570.00	2,000.00	-430.00	78.5%
340.23e · Payroll Services - support	900.00	916.67	-16.67	98.2%
Total 340.230 · Other Professional Services	3,744.00	3,684.04	79.96	102.2%
531.230 · Postage/Shipping	100.70	126.51	-25.81	79.8%
533.230 · Telephone/Internet	863.77	471.59	192.18	140.8%
610.230 · General Office Supplies	1,826.84	775.84	1,051.00	235.5%
Total 2300 · Support - General Admin	19,585.88	34,704.65	-15,118.77	56.4%
2318 · Legal Services				
340.231 · Legal	0.00	469.75	-469.75	0.0%
Total 2318 · Legal Services	0.00	469.75	-469.75	0.0%
2400 · School Administration				
114.240 · Admin - Licensed	31,971.17	34,166.67	-2,195.50	93.8%
234.240 · PERS - Admin Licensed	7,689.95	9,566.67	-1,876.72	80.4%
240.240 · Medicare Payments	0.00	0.00	0.00	0.0%
244.240 · MC - Admin Licensed	458.95	495.42	-36.47	92.6%
260.240 · Unemployment Compensation				
264.24a · SUJ - Admin Licensed	296.69	1,127.50	-830.81	26.3%
264.24b · FUTA- Lic Administration	39.58	2,050.00	-2,010.42	1.9%

**Somerset Academy of Las Vegas
Profit & Loss Budget vs. Actual- Sky Pointe
July 2015**

	Jul 15	Budget	\$ Over Budget	% of Budget
Total 260.240 · Unemployment Compensation	336.27	3,177.50	-2,841.23	10.6%
274.240 · WC - Admin Licensed	255.13	174.26	80.87	146.4%
284.240 · Health - Admin Licensed	897.23	936.17	-38.94	95.8%
Total 2400 · School Administration	41,608.70	48,516.69	-6,907.99	85.8%
2500 · Central Services				
310.250 · Management Fee	59,627.62	58,740.00	887.62	101.5%
320.250 · Affiliation Fee	1,736.30	8,445.67	-6,709.37	20.6%
Total 2500 · Central Services	61,363.92	67,185.67	-5,821.75	91.3%
2610 · Operation of Building				
352.261 · IT - Technical Services	6,457.76	6,553.03	-95.27	98.5%
410.261 · Utility Services				
411.26a · Water	5,582.91	1,901.67	3,681.24	293.6%
411.26b · Sewer	0.00	1,656.67	-1,656.67	0.0%
Total 410.261 · Utility Services	5,582.91	3,558.34	2,024.57	156.9%
421.261 · Trash	281.35	1,170.00	-888.65	24.0%
422.261 · Janitorial Service (Contracted)	1,703.00	9,462.00	-7,759.00	18.0%
440.261 · Rentals				
441.26a · Lease	0.00	143,718.83	-143,718.83	0.0%
Total 440.261 · Rentals	0.00	143,718.83	-143,718.83	0.0%
520.261 · Insurance				
521.261 · Property Insurance	0.00	1,607.08	-1,607.08	0.0%
522.261 · Liability Insurance	0.00	2,571.42	-2,571.42	0.0%
523.26a · D & O Insurance	0.00	0.00	0.00	0.0%
523.26b · Other Insurance	5,171.04	0.00	5,171.04	100.0%
Total 520.261 · Insurance	5,171.04	4,178.50	992.54	123.8%
590.261 · Other Purchased Services				
590.20a · DSA Sponsor Fee	12,431.28	12,668.50	-237.22	98.1%
590.20b · Power School	0.00	875.00	-875.00	0.0%
Total 590.261 · Other Purchased Services	12,431.28	13,543.50	-1,112.22	91.8%
622.261 · Electricity	12,831.20	9,021.67	3,809.53	142.2%
Total 2610 · Operation of Building	44,458.54	191,205.87	-146,747.33	23.3%
2620 · Maintenance of Building				
117.262 · Custodial Wages	1,562.01	6,030.76	-4,468.75	25.9%
227.262 · Custodial- FICA	0.00	0.00	0.00	0.0%
234.262 · PERS- Custodial	411.75	1,422.26	-1,010.51	29.0%
247.262 · Custodial-MC	22.65	84.43	-61.78	26.8%
267-262 · Custodial- FUTA & MBT	0.01	349.36	-349.35	0.0%
267.262 · Custodial-SUI	67.18	192.15	-124.97	35.0%
277.262 · Custodial- WC	23.63	29.70	-6.07	79.6%
281.262 · Health - Custodial	0.00	159.54	-159.54	0.0%
430.262 · Misc Maint & Facilities Costs				
431.26a · A/C Maintenance Expense	1,240.65	1,666.67	-426.02	74.4%
431.26b · Facility Maint	1,646.94	3,801.00	-2,154.06	43.3%
431.26c · Summer Maintenance	269.61	1,250.00	-980.39	21.6%
431.26f · Lawn Care	1,200.00	1,250.00	-50.00	96.0%
Total 430.262 · Misc Maint & Facilities Costs	4,357.20	7,967.67	-3,610.47	54.7%

Somerset Academy of Las Vegas
Profit & Loss Budget vs. Actual- Sky Pointe
 July 2015

	Jul 15	Budget	\$ Over Budget	% of Budget
610.262 · Gen Maint & Janitorial Supplies	0.00	2,250.00	-2,250.00	0.0%
Total 2620 · Maintenance of Building	6,444.43	18,485.87	-12,041.44	34.9%
2660 · Security				
490.266 · Alarm Security System	0.00	0.00	0.00	0.0%
Total 2660 · Security	0.00	0.00	0.00	0.0%
2670 · Safety				
490.267 · Security & Fire Services	1,260.00	0.00	1,260.00	100.0%
Total 2670 · Safety	1,260.00	0.00	1,260.00	100.0%
3100 · Food Service Operations				
570.31 · Food Services	0.00	250.00	-250.00	0.0%
Total 3100 · Food Service Operations	0.00	250.00	-250.00	0.0%
5000 · Debt Service				
810.500 · Dues & Fees	470.00	1,041.67	-571.67	45.1%
830.500 · Debt-Related Expenditures				
832.50b · Debt Serv -Loan	43,784.93	30,326.02	13,458.91	144.4%
Total 830.500 · Debt-Related Expenditures	43,784.93	30,326.02	13,458.91	144.4%
890.500 · Misc. Expenditures				
892.50a · Bank Charges	0.00	0.00	0.00	0.0%
892.50b · E-Funds Fee's	0.00	0.00	0.00	0.0%
Total 890.500 · Misc. Expenditures	0.00	0.00	0.00	0.0%
Total 5000 · Debt Service	44,254.93	31,367.69	12,887.24	141.1%
790 · Depreciation	43,367.88			
900 · Co-Curricular/ Extra-Curricular				
920 · Athletics	0.00	1,666.67	-1,666.67	0.0%
Total 900 · Co-Curricular/ Extra-Curricular	0.00	1,666.67	-1,666.67	0.0%
Total Expense	664,918.76	838,395.10	-173,476.34	79.3%
Net Ordinary Income	163,832.59	-5,812.66	169,645.25	-2,818.5%
Net Income	163,832.59	-5,812.66	169,645.25	-2,818.5%

Somerset Academy of Las Vegas Profit & Loss Budget vs. Actual- NLV July 2015

	Jul 15	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
1300 - Tuition				
1310 - Kinder Tuition	0.00	7,066.39	-7,066.39	0.0%
1300 - Tuition - Other	0.00	0.00	0.00	0.0%
Total 1300 - Tuition	0.00	7,066.39	-7,066.39	0.0%
3000 - Revenue from State Sources				
3110 - DSA Revenue	591,965.25	589,844.80	2,120.45	100.4%
3115a - SPED - Discretionary Unit	0.00	3,728.56	-3,728.56	0.0%
3115b - SPED Part B Funding	0.00	9,950.00	-9,950.00	0.0%
3230 - Class Size Reducation	0.00	4,096.54	-4,096.54	0.0%
Total 3000 - Revenue from State Sources	591,965.25	607,619.90	-15,654.65	97.4%
Total Income	591,965.25	614,686.29	-22,721.04	96.3%
Gross Profit	591,965.25	614,686.29	-22,721.04	96.3%
Expense				
1000 - Instruction				
111.100 - Licensed Teachers Salaries	186,099.51	192,630.21	-6,530.70	96.6%
113.100 - Licensed Substitute Teachers	0.00	6,650.00	-6,650.00	0.0%
123.100 - Long Term Subs	200.00			
221.100 - FICA - Licensed Teachers	0.00	0.00	0.00	0.0%
231.100 - PERS Instruction Personnel	35,233.58	37,782.73	-2,549.15	93.3%
241.100 - MC Teachers	3,599.20	2,610.15	989.05	137.9%
251.100 - Tuition Reimb. for Teachers	0.00	0.00	0.00	0.0%
261.100 - Other (FUTA) - Teachers	180.22	10,800.61	-10,620.39	1.7%
261.101 - SUJ Teachers	5,983.51	5,940.33	43.18	100.7%
271.100 - WC Teachers	1,492.55	918.05	574.50	162.6%
281.100 - Health Teachers	9,100.41	0.00	9,100.41	100.0%
331.100 - Training & Dev. - Teachers	0.00	333.33	-333.33	0.0%
443.100 - Copier	1,159.76	3,433.33	-2,273.57	33.8%
610.100 - General Supplies				
610.101 - Classroom Supplies/Consumables	1,188.61	2,524.89	-1,336.28	47.1%
610.103 - Copier & Printing Supplies	0.00	791.67	-791.67	0.0%
610.104 - Assessment & Testing Materials	0.00	250.00	-250.00	0.0%
Total 610.100 - General Supplies	1,188.61	3,566.56	-2,377.95	33.3%
612.100 - Furniture - Fixtures	102.00			
641.100 - Curriculum - Textbooks	3,291.03	8,465.00	-5,173.97	38.9%
650.100 - Supplies-Inf. Tech. Related				
651.99 - Technology Software	6,542.33			
Total 650.100 - Supplies-Inf. Tech. Related	6,542.33			
651.100 - Tech. Software (Educational)	4,183.32			
652.101 - Classroom Computers & Equipment	2,395.48			
653.100 - Web Based (Website)	0.00	300.00	-300.00	0.0%
893.100 - Indirect Costs- Incentives	0.00	0.00	0.00	0.0%
Total 1000 - Instruction	260,751.51	273,430.30	-12,678.79	95.4%
200-SP - SPED				
111.SP - SPED - Licenced Teacher	0.00	11,458.05	-11,458.05	0.0%
221.SP - SPED - FICA Teacher	0.00	0.00	0.00	0.0%
231.SP - SPED - PERS	0.00	1,981.95	-1,981.95	0.0%

Somerset Academy of Las Vegas Profit & Loss Budget vs. Actual- NLV July 2015

	Jul 15	Budget	\$ Over Budget	% of Budget
241.SP · SPED - MC Teachers	0.00	152.25	-152.25	0.0%
261.SP · SPED - SUI Teachers	0.00	346.50	-346.50	0.0%
261.SP2 · SPED - FUTA	0.00	630.00	-630.00	0.0%
271.SP · SPED - WC Teachers	0.00	53.55	-53.55	0.0%
281.SP · SPED - Health Teachers	0.00	287.70	-287.70	0.0%
320.SP · SPED - Contracted Services	2,040.00	12,916.67	-10,876.67	15.8%
610.SP1 · SPED -General Supplies-Teachers	0.00	125.00	-125.00	0.0%
610.SP2 · SPED -Special Ed Supp-Students	0.00	208.33	-208.33	0.0%
Total 200-SP · SPED	2,040.00	28,160.00	-26,120.00	7.2%
2130 · Health Services				
610.213 · Nursing Supplies	0.00	125.00	-125.00	0.0%
Total 2130 · Health Services	0.00	125.00	-125.00	0.0%
2200 · Support Services - Instruction				
115.220 · Non-Licensed Support Staff	772.57	14,675.45	-13,902.88	5.3%
225.220 · FICA - Ins. Support Staff	0.00	0.00	0.00	0.0%
231.220 · PERS - Support Services	63.24	1,953.89	-1,890.65	3.2%
245.220 · MC - Inst. Support Staff	30.87	188.38	-157.51	16.4%
260.220 · Unemployment Comp.				
265.22 · SUI - Inst. Support Staff	31.66	428.73	-397.07	7.4%
265.22B · FUTA - Inst. Support Staff	2.61	779.50	-776.89	0.3%
Total 260.220 · Unemployment Comp.	34.27	1,208.23	-1,173.96	2.8%
275.220 · WC - Inst. Support Staff	6.17	66.26	-60.09	9.3%
285.220 · Health - Support Staff	0.00	355.97	-355.97	0.0%
Total 2200 · Support Services - Instruction	907.12	18,448.18	-17,541.06	4.9%
2290 · Other Support Service- Inst.				
581.229 · Staff Travel- Teachers	0.00	833.33	-833.33	0.0%
Total 2290 · Other Support Service- Inst.	0.00	833.33	-833.33	0.0%
2300 · Support - General Admin				
115.230 · Gen Admin Salaries	23,076.60	18,180.19	4,896.41	126.9%
225.230 · FICA - Gen Admin	0.00	0.00	0.00	0.0%
235.230 · PERS - Gen Admin	4,862.32	2,742.79	2,119.53	177.3%
245.230 · MC - Gen Admin	331.90	237.02	94.88	140.0%
265.230 · SUI - Gen Admin	353.73	539.42	-185.69	65.6%
265.23b · FUTA - Gen Admin	39.21	980.77	-941.56	4.0%
275.230 · WC - Gen Admin	184.15	83.37	100.78	220.9%
285.230 · Health - Gen Admin	408.71	447.88	-39.17	91.3%
340.230 · Other Professional Services				
340.23a · Audit	0.00	373.36	-373.36	0.0%
340.23c · Background/Drug Tests	0.00	208.33	-208.33	0.0%
340.23d · Payroll Service Fee's	1,460.00	2,083.33	-623.33	70.1%
340.23e · Payroll Services - support	250.00	1,250.00	-1,000.00	20.0%
Total 340.230 · Other Professional Services	1,710.00	3,915.02	-2,205.02	43.7%
531.230 · Postage/Shipping	0.00	125.00	-125.00	0.0%
533.230 · Telephone/Internet	550.51	666.67	-116.16	82.6%
610.230 · General Office Supplies	132.93	708.33	-575.40	19.8%
Total 2300 · Support - General Admin	31,650.06	28,626.46	3,023.60	110.6%
2318 · Legal Services				
340.231 · Legal	0.00	458.33	-458.33	0.0%

Somerset Academy of Las Vegas Profit & Loss Budget vs. Actual- NLV July 2015

	Jul 15	Budget	\$ Over Budget	% of Budget
Total 2318 · Legal Services	0.00	458.33	-458.33	0.0%
2400 · School Administration				
114.240 · Admin - Licensed	14,833.58	22,255.00	-7,421.42	66.7%
225.240 · FICA- Lic. Admin	0.00	0.00	0.00	0.0%
234.240 · PERS - Admin Licensed	1,746.94	6,231.40	-4,484.46	28.0%
240.240 · Medicare Payments	0.00	28.89	-26.89	0.0%
244.240 · MC - Admin Licensed	209.45			
260.240 · Unemployment Compensation				
264.24a · SUI - Admin Licensed	0.00	734.42	-734.42	0.0%
264.24b · FUTA- Lic Administration	0.00	1,335.30	-1,335.30	0.0%
Total 260.240 · Unemployment Compensation	0.00	2,069.72	-2,069.72	0.0%
274.240 · WC - Admin Licensed	121.54	113.50	8.04	107.1%
284.240 · Health - Admin Licensed	313.97	609.79	-295.82	51.5%
Total 2400 · School Administration	17,225.48	31,306.30	-14,080.82	55.0%
2500 · Central Services				
310.250 · Management Fee	41,122.51	42,795.00	-1,672.49	96.1%
320.250 · Affiliation Fee	1,832.11	6,208.89	-4,376.78	29.5%
Total 2500 · Central Services	42,954.62	49,003.89	-6,049.27	87.7%
2610 · Operation of Building				
352.261 · IT - Technical Services	5,246.94	4,583.33	663.61	114.5%
410.261 · Utility Services				
411.26a · Water	1,120.10	1,583.33	-463.23	70.7%
411.26b · Sewer	24.14			
Total 410.261 · Utility Services	1,144.24	1,583.33	-439.09	72.3%
421.261 · Trash	1,019.54	1,083.33	-63.79	94.1%
422.261 · Janitorial Service (Contracted)	844.48	6,425.00	-5,580.52	13.1%
440.261 · Rentals				
441.26a · Lease	42,234.33	92,261.17	-50,026.84	45.8%
Total 440.261 · Rentals	42,234.33	92,261.17	-50,026.84	45.8%
520.261 · Insurance				
521.261 · Property Insurance	0.00	86.81	-86.81	0.0%
522.261 · Liability Insurance	0.00	2,333.33	-2,333.33	0.0%
523.26b · Other Insurance	3,878.28			
Total 520.261 · Insurance	3,878.28	2,420.14	1,458.14	160.3%
590.261 · Other Purchased Services				
590.20a · DSA Sponsor Fee	8,879.48	9,313.34	-433.86	95.3%
590.20b · Power School	0.00	875.00	-875.00	0.0%
Total 590.261 · Other Purchased Services	8,879.48	10,188.34	-1,308.86	87.2%
621.261 · Natural Gas	110.92	250.00	-139.08	44.4%
622.261 · Electricity	19,553.54	9,166.67	10,386.87	213.3%
Total 2610 · Operation of Building	82,911.75	127,961.31	-45,049.56	64.8%
2620 · Maintenance of Building				
117.262 · Custodial Wages	1,819.68	5,127.62	-3,507.94	31.6%
227.262 · Custodial- FICA	0.00	0.00	0.00	0.0%
234.262 · PERS- Custodial	226.65	611.04	-384.39	37.1%
247.262 · Custodial-MC	23.48	65.01	-41.53	36.1%

Somerset Academy of Las Vegas Profit & Loss Budget vs. Actual- NLV July 2015

	Jul 15	Budget	\$ Over Budget	% of Budget
267-262 · Custodial- FUTA & MBT	0.00	269.00	-269.00	0.0%
267.262 · Custodial-SUI	86.40	147.95	-81.55	44.9%
277.262 · Custodial- WC	54.09	22.87	31.22	236.5%
281.262 · Health - Custodial	0.00	122.84	-122.84	0.0%
430.262 · Misc Maint & Facilities Costs				
431.26a · A/C Maintenance Expense	998.90	833.33	165.57	119.9%
431.26b · Facility Maint	1,055.28	3,750.00	-2,694.72	28.1%
431.26c · Summer Maintenance	31,588.90	833.33	30,755.57	3,790.7%
431.26f · Lawn Care	750.00	1,250.00	-500.00	60.0%
Total 430.262 · Misc Maint & Facilities Costs	34,393.08	6,666.66	27,726.42	515.9%
432.1 · Technology & Maint Repair	300.00			
610.262 · Gen Maint & Janitorial Supplies	185.10	1,250.00	-1,064.90	14.8%
Total 2620 · Maintenance of Building	36,868.48	14,282.99	22,585.49	258.1%
2660 · Security				
490.266 · Alarm Security System	35.00	66.67	-31.67	52.5%
Total 2660 · Security	35.00	66.67	-31.67	52.5%
2670 · Safety				
490.267 · Security & Fire Services	0.00	66.67	-66.67	0.0%
Total 2670 · Safety	0.00	66.67	-66.67	0.0%
3100 · Food Service Operations				
570.31 · Food Services	0.00	416.67	-416.67	0.0%
Total 3100 · Food Service Operations	0.00	416.67	-416.67	0.0%
5000 · Debt Service				
810.500 · Dues & Fees	525.00	833.33	-308.33	63.0%
830.500 · Debt-Related Expenditures				
832.50b · Debt Serv -Loan	31,728.93	21,150.83	10,578.10	150.0%
Total 830.500 · Debt-Related Expenditures	31,728.93	21,150.83	10,578.10	150.0%
890.500 · Misc. Expenditures				
892.50a · Bank Charges	2.28	166.67	-164.39	1.4%
892.50b · E-Funds Fee's	0.00	0.00	0.00	0.0%
Total 890.500 · Misc. Expenditures	2.28	166.67	-164.39	1.4%
Total 5000 · Debt Service	32,256.21	22,150.83	10,105.38	145.6%
790 · Depreciation	18,084.76			
900 · Co-Curricular/ Extra-Curricular				
920 · Athletics	0.00	416.67	-416.67	0.0%
Total 900 · Co-Curricular/ Extra-Curricular	0.00	416.67	-416.67	0.0%
Total Expense	525,684.99	595,753.60	-70,068.61	88.2%
Net Ordinary Income	66,280.26	18,932.69	47,347.57	350.1%
Net Income	66,280.26	18,932.69	47,347.57	350.1%

Somerset Academy of Las Vegas Profit & Loss Budget vs. Actual- Lone Mountain July 2015

	Jul 15	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
1300 · Tuition				
1310 · Kinder Tuition	0.00	4,710.93	-4,710.93	0.0%
Total 1300 · Tuition	0.00	4,710.93	-4,710.93	0.0%
3000 · Revenue from State Sources				
3110 · DSA Revenue	414,375.67	375,992.58	38,383.09	110.2%
3115a · SPED - Discretionary Unit	0.00	2,263.75	-2,263.75	0.0%
3115b · SPED Part B Funding	0.00	6,400.00	-6,400.00	0.0%
3230 · Class Size Reducation	0.00	3,276.86	-3,276.86	0.0%
Total 3000 · Revenue from State Sources	414,375.67	387,933.19	26,442.48	106.8%
Total Income	414,375.67	392,644.12	21,731.55	105.5%
Gross Profit	414,375.67	392,644.12	21,731.55	105.5%
Expense				
1000 · Instruction				
111.100 · Licensed Teachers Salaries	75,007.02	127,278.97	-52,271.95	58.9%
113.100 · Licensed Substitute Teachers	0.00	4,433.33	-4,433.33	0.0%
221.100 · FICA - Licensed Teachers	0.00			
231.100 · PERS Instruction Personnel	13,369.52	26,373.25	-13,003.73	50.7%
241.100 · MC Teachers	973.34	1,740.59	-767.25	55.9%
261.100 · Other (FUTA) - Teachers	428.72	7,202.45	-6,773.73	6.0%
261.101 · SUI Teachers	3,143.74	3,961.35	-817.61	79.4%
271.100 · WC Teachers	543.04	612.21	-69.17	89.7%
281.100 · Health Teachers	5,612.38	3,289.12	2,323.26	170.6%
331.100 · Training & Dev. - Teachers	0.00	300.00	-300.00	0.0%
443.100 · Copier	0.00	3,333.33	-3,333.33	0.0%
610.100 · General Supplies				
610.101 · Classroom Supplies/Consumables	0.00	1,416.67	-1,416.67	0.0%
610.103 · Copier & Printing Supplies	137.97	583.33	-445.36	23.7%
610.104 · Assessment & Testing Materials	0.00	166.67	-166.67	0.0%
Total 610.100 · General Supplies	137.97	2,166.67	-2,028.70	6.4%
612.100 · Furniture - Fixtures	0.00	0.00	0.00	0.0%
641.100 · Curriculum - Textbooks	975.60			
651.100 · Tech. Software (Educational)	1,858.95			
652.100 · Supplies/Equip. (IT Hardware)	435.70			
652.101 · Classroom Computers & Equipment	50,413.20			
653.100 · Web Based (Website)	0.00	300.00	-300.00	0.0%
Total 1000 · Instruction	152,899.18	180,991.27	-28,092.09	84.5%
200-SP · SPED				
111.SP · SPED - Licenced Teacher	0.00	3,558.05	-3,558.05	0.0%
231.SP · SPED - PERS	0.00	996.25	-996.25	0.0%
241.SP · SPED - MC Teachers	0.00	51.59	-51.59	0.0%
261.SP · SPED - SUI Teachers	0.00	117.42	-117.42	0.0%
261.SP2 · SPED - FUTA	0.00	213.48	-213.48	0.0%
271.SP · SPED - WC Teachers	0.00	18.15	-18.15	0.0%
281.SP · SPED - Health Teachers	0.00	97.49	-97.49	0.0%
320.SP · SPED - Contracted Services	1,015.00	9,583.33	-8,568.33	10.6%
610.SP1 · SPED -General Supplies-Teachers	250.38	125.00	125.38	200.3%
610.SP2 · SPED -Special Ed Supp-Students	0.00	166.67	-166.67	0.0%

Somerset Academy of Las Vegas Profit & Loss Budget vs. Actual- Lone Mountain July 2015

	Jul 15	Budget	\$ Over Budget	% of Budget
Total 200-SP · SPED	1,265.38	14,927.43	-13,662.05	8.5%
2130 · Health Services				
610.213 · Nursing Supplies	0.00	166.67	-166.67	0.0%
Total 2130 · Health Services	0.00	166.67	-166.67	0.0%
2200 · Support Services - Instruction				
115.220 · Non-Licensed Support Staff	0.00	13,968.86	-13,968.86	0.0%
231.220 · PERS - Support Services	0.00	2,546.12	-2,546.12	0.0%
245.220 · MC - Inst. Support Staff	0.00	187.08	-187.08	0.0%
260.220 · Unemployment Comp.				
265.22 · SUI - Inst. Support Staff	0.00	425.78	-425.78	0.0%
265.22B · FUTA - Inst. Support Staff	0.00	774.14	-774.14	0.0%
Total 260.220 · Unemployment Comp.	0.00	1,199.92	-1,199.92	0.0%
275.220 · WC - Inst. Support Staff	0.00	65.80	-65.80	0.0%
285.220 · Health - Support Staff	0.00	353.52	-353.52	0.0%
Total 2200 · Support Services - Instruction	0.00	18,321.30	-18,321.30	0.0%
2290 · Other Support Service- Inst.				
581.229 · Staff Travel- Teachers	0.00	600.00	-600.00	0.0%
Total 2290 · Other Support Service- Inst.	0.00	600.00	-600.00	0.0%
2300 · Support - General Admin				
115.230 · Gen Admin Salaries	10,511.07	26,038.57	-15,527.50	40.4%
235.230 · PERS - Gen Admin	2,175.53	6,467.03	-4,291.50	33.6%
245.230 · MC - Gen Admin	141.64	368.23	-226.59	38.5%
265.230 · SUI - Gen Admin	433.21	838.04	-404.83	51.7%
265.23b · FUTA - Gen Admin	59.08	1,523.70	-1,464.62	3.9%
275.230 · WC - Gen Admin	74.83	129.51	-54.68	57.8%
285.230 · Health - Gen Admin	313.83	695.82	-381.99	45.1%
340.230 · Other Professional Services				
340.23a · Audit	0.00	240.75	-240.75	0.0%
340.23c · Background/Drug Tests	0.00	108.33	-108.33	0.0%
340.23d · Payroll Service Fee's	500.00	1,250.00	-750.00	40.0%
340.23e · Payroll Services - support	0.00	833.33	-833.33	0.0%
Total 340.230 · Other Professional Services	500.00	2,432.41	-1,932.41	20.6%
531.230 · Postage/Shipping	0.00	83.33	-83.33	0.0%
533.230 · Telephone/Internet	22.67	583.33	-560.66	3.9%
610.230 · General Office Supplies	851.94	708.33	153.61	121.7%
Total 2300 · Support - General Admin	15,093.80	39,868.30	-24,774.50	37.9%
2318 · Legal Services				
340.231 · Legal	0.00	458.33	-458.33	0.0%
Total 2318 · Legal Services	0.00	458.33	-458.33	0.0%
2400 · School Administration				
114.240 · Admin - Licensed	11,083.65	3,333.33	7,750.32	332.5%
234.240 · PERS - Admin Licensed	3,014.36	933.33	2,081.03	323.0%
244.240 · MC - Admin Licensed	158.05	48.33	109.72	327.0%
260.240 · Unemployment Compensation				
264.24a · SUI - Admin Licensed	487.69	110.00	377.69	443.4%
264.24b · FUTA- Lic Administration	61.00	200.00	-139.00	30.5%

Somerset Academy of Las Vegas Profit & Loss Budget vs. Actual- Lone Mountain July 2015

	Jul 15	Budget	\$ Over Budget	% of Budget
Total 260.240 · Unemployment Compensation	548.69	310.00	238.69	177.0%
274.240 · WC - Admin Licensed	84.23	17.00	67.23	495.5%
284.240 · Health - Admin Licensed	238.87	91.33	147.54	261.5%
Total 2400 · School Administration	15,127.85	4,733.32	10,394.53	319.6%
2500 · Central Services				
310.250 · Management Fee	26,729.61	27,262.50	-532.89	98.0%
320.250 · Affiliation Fee	575.00	3,957.82	-3,382.82	14.5%
Total 2500 · Central Services	27,304.61	31,220.32	-3,915.71	87.5%
2610 · Operation of Building				
352.261 · IT - Technical Services	0.00	3,916.67	-3,916.67	0.0%
410.261 · Utility Services				
411.26a · Water	0.00	1,000.00	-1,000.00	0.0%
411.26b · Sewer	0.00	833.33	-833.33	0.0%
Total 410.261 · Utility Services	0.00	1,833.33	-1,833.33	0.0%
421.261 · Trash	1,541.96	666.67	875.29	231.3%
422.261 · Janitorial Service (Contracted)	0.00	5,429.00	-5,429.00	0.0%
440.261 · Rentals				
441.26a · Lease	0.00	54,166.67	-54,166.67	0.0%
Total 440.261 · Rentals	0.00	54,166.67	-54,166.67	0.0%
520.261 · Insurance				
521.261 · Property Insurance	0.00	1,416.67	-1,416.67	0.0%
522.261 · Liability Insurance	0.00	2,500.00	-2,500.00	0.0%
523.26b · Other Insurance	2,400.84			
Total 520.261 · Insurance	2,400.84	3,916.67	-1,515.83	61.3%
590.261 · Other Purchased Services				
590.20a · DSA Sponsor Fee	5,771.66	5,936.73	-165.07	97.2%
590.20b · Power School	0.00	833.33	-833.33	0.0%
Total 590.261 · Other Purchased Services	5,771.66	6,770.06	-998.40	85.3%
622.261 · Electricity	4,573.77	5,833.33	-1,259.56	78.4%
Total 2610 · Operation of Building	14,288.23	82,532.40	-68,244.17	17.3%
2620 · Maintenance of Building				
117.262 · Custodial Wages	0.00	1,266.67	-1,266.67	0.0%
234.262 · PERS- Custodial	0.00	354.67	-354.67	0.0%
247.262 · Custodial-MC	0.00	18.37	-18.37	0.0%
267-262 · Custodial- FUTA & MBT	0.00	76.00	-76.00	0.0%
267.262 · Custodial-SUI	0.00	41.80	-41.80	0.0%
277.262 · Custodial- WC	0.00	6.46	-6.46	0.0%
281.262 · Health - Custodial	0.00	34.71	-34.71	0.0%
430.262 · Misc Maint & Facilities Costs				
431.26a · A/C Maintenance Expense	0.00	500.00	-500.00	0.0%
431.26b · Facility Maint	554.00	1,458.33	-904.33	38.0%
431.26c · Summer Maintenance	0.00	625.00	-625.00	0.0%
431.26f · Lawn Care	0.00	666.67	-666.67	0.0%
Total 430.262 · Misc Maint & Facilities Costs	554.00	3,250.00	-2,696.00	17.0%
432.1 · Technology & Maint Repair	2,925.00			
610.262 · Gen Maint & Janitorial Supplies	3,066.97	833.33	2,233.64	368.0%

Somerset Academy of Las Vegas
Profit & Loss Budget vs. Actual- Lone Mountain
 July 2015

	Jul 15	Budget	\$ Over Budget	% of Budget
Total 2620 · Maintenance of Building	6,545.97	5,882.01	663.96	111.3%
2660 · Security				
490.266 · Alarm Security System	171.78			
Total 2660 · Security	171.78			
2670 · Safety				
490.267 · Security & Fire Services	1,080.00			
Total 2670 · Safety	1,080.00			
3100 · Food Service Operations				
570.31 · Food Services	0.00	416.67	-416.67	0.0%
Total 3100 · Food Service Operations	0.00	416.67	-416.67	0.0%
5000 · Debt Service				
810.500 · Dues & Fees	110.00	40.00	70.00	275.0%
830.500 · Debt-Related Expenditures				
832.50b · Debt Serv -Loan	0.00	15,208.33	-15,208.33	0.0%
Total 830.500 · Debt-Related Expenditures	0.00	15,208.33	-15,208.33	0.0%
890.500 · Misc. Expenditures				
892.50a · Bank Charges	0.00	166.67	-166.67	0.0%
Total 890.500 · Misc. Expenditures	0.00	166.67	-166.67	0.0%
Total 5000 · Debt Service	110.00	15,415.00	-15,305.00	0.7%
900 · Co-Curricular/ Extra-Curricular				
920 · Athletics	0.00	416.67	-416.67	0.0%
Total 900 · Co-Curricular/ Extra-Curricular	0.00	416.67	-416.67	0.0%
Total Expense	233,886.80	395,949.69	-162,062.89	59.1%
Net Ordinary Income	180,488.87	-3,305.57	183,794.44	-5,460.1%
Net Income	180,488.87	-3,305.57	183,794.44	-5,460.1%

Somerset Academy of Las Vegas Profit & Loss Budget vs. Actual- Losee July 2015

	Jul 15	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
1300 - Tuition				
1310 - Kinder Tuition	-690.00	7,066.39	-7,756.39	-9.8%
Total 1300 - Tuition	-690.00	7,066.39	-7,756.39	-9.8%
3000 - Revenue from State Sources				
3110 - DSA Revenue	680,760.04	661,025.86	19,734.18	103.0%
3115a - SPED - Discretionary Unit	0.00	1,852.29	-1,852.29	0.0%
3115b - SPED Part B Funding	0.00	11,091.67	-11,091.67	0.0%
3230 - Class Size Reducation	0.00	4,096.54	-4,096.54	0.0%
Total 3000 - Revenue from State Sources	680,760.04	678,066.36	2,693.68	100.4%
Total Income	680,070.04	685,132.75	-5,062.71	99.3%
Gross Profit	680,070.04	685,132.75	-5,062.71	99.3%
Expense				
1000 - Instruction				
111.100 - Licensed Teachers Salaries	182,153.75	226,616.60	-44,462.85	80.4%
113.100 - Licensed Substitute Teachers	0.00	7,466.66	-7,466.66	0.0%
123.100 - Long Term Subs	0.00			
221.100 - FICA - Licensed Teachers	687.17	0.00	687.17	100.0%
231.100 - PERS Instruction Personnel	28,622.57	41,907.73	-13,285.16	68.3%
241.100 - MC Teachers	3,446.70	3,048.62	398.08	113.1%
261.100 - Other (FUTA) - Teachers	287.40	12,614.97	-12,327.57	2.3%
261.101 - SUI Teachers	5,496.89	6,938.23	-1,441.34	79.2%
271.100 - WC Teachers	1,450.14	1,072.27	377.87	135.2%
281.100 - Health Teachers	6,959.60	5,760.83	1,198.77	120.8%
331.100 - Training & Dev. - Teachers	0.00	316.25	-316.25	0.0%
443.100 - Copier	5,202.86	5,000.00	202.86	104.1%
610.100 - General Supplies				
610.101 - Classroom Supplies/Consumables	844.48	3,799.94	-2,955.46	22.2%
610.103 - Copier & Printing Supplies	0.00	1,046.67	-1,046.67	0.0%
610.104 - Assessment & Testing Materials	0.00	282.50	-282.50	0.0%
Total 610.100 - General Supplies	844.48	5,129.11	-4,284.63	16.5%
612.100 - Furniture - Fixtures	6,954.65			
641.100 - Curriculum - Textbooks	1,001.30	7,857.50	-6,856.20	12.7%
651.100 - Tech. Software (Educational)	1,858.95			
652.101 - Classroom Computers & Equipment	279.96			
653.100 - Web Based (Website)	0.00	600.00	-600.00	0.0%
893.100 - Indirect Costs- Incentives	0.00	0.00	0.00	0.0%
Total 1000 - Instruction	245,246.42	324,328.77	-79,082.35	75.6%
200-SP - SPED				
111.SP - SPED - Licenced Teacher	6,420.85	10,816.31	-4,395.46	59.4%
231.SP - SPED - PERS	874.09	1,288.94	-414.85	67.8%
241.SP - SPED - MC Teachers	93.11	137.13	-44.02	67.9%
261.SP - SPED - SUI Teachers	222.15	312.09	-89.94	71.2%
261.SP2 - SPED - FUTA	0.00	567.43	-567.43	0.0%
271.SP - SPED - WC Teachers	51.24	48.23	3.01	106.2%
281.SP - SPED - Health Teachers	166.57	259.13	-92.56	64.3%
291.SP - SPED - Other Teachers	0.00			
320.SP - SPED - Contracted Services	3,040.00	16,500.00	-13,460.00	18.4%

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Accrual Basis

Somerset Academy of Las Vegas Profit & Loss Budget vs. Actual- Losee July 2015

	Jul 15	Budget	\$ Over Budget	% of Budget
610.SP1 - SPED -General Supplies-Teachers	0.00	52.50	-52.50	0.0%
610.SP2 - SPED -Special Ed Supp-Students	0.00	157.50	-157.50	0.0%
Total 200-SP - SPED	10,868.01	30,139.26	-19,271.25	36.1%
2130 - Health Services				
610.213 - Nursing Supplies	0.00	214.58	-214.58	0.0%
Total 2130 - Health Services	0.00	214.58	-214.58	0.0%
2200 - Support Services - Instruction				
115.220 - Non-Licensed Support Staff	0.00	17,048.02	-17,048.02	0.0%
225.220 - FICA - Ins. Support Staff	0.00	0.00	0.00	0.0%
231.220 - PERS - Support Services	0.00	2,705.04	-2,705.04	0.0%
245.220 - MC - Inst. Support Staff	0.00	223.76	-223.76	0.0%
260.220 - Unemployment Comp.				
265.22 - SUI - Inst. Support Staff	0.00	509.26	-509.26	0.0%
265.22B - FUTA - Inst. Support Staff	0.00	925.93	-925.93	0.0%
Total 260.220 - Unemployment Comp.	0.00	1,435.19	-1,435.19	0.0%
275.220 - WC - Inst. Support Staff	0.00	78.71	-78.71	0.0%
285.220 - Health - Support Staff	0.00	422.84	-422.84	0.0%
Total 2200 - Support Services - Instruction	0.00	21,913.56	-21,913.56	0.0%
2290 - Other Support Service- Inst.				
581.229 - Staff Travel- Teachers	150.00	1,000.00	-850.00	15.0%
Total 2290 - Other Support Service- Inst.	150.00	1,000.00	-850.00	15.0%
2300 - Support - General Admin				
115.230 - Gen Admin Salaries	9,960.64	12,813.14	-2,852.50	77.7%
225.230 - FICA - Gen Admin	0.00	0.00	0.00	0.0%
235.230 - PERS - Gen Admin	1,387.89	1,828.47	-440.58	75.9%
245.230 - MC - Gen Admin	144.14	165.86	-21.72	86.9%
265.230 - SUI - Gen Admin	280.46	377.48	-97.02	74.3%
265.23b - FUTA - Gen Admin	5.24	686.33	-681.09	0.8%
275.230 - WC - Gen Admin	79.48	58.34	21.14	136.2%
285.230 - Health - Gen Admin	181.45	313.43	-131.98	57.9%
340.230 - Other Professional Services				
340.23a - Audit	0.00	431.29	-431.29	0.0%
340.23c - Background/Drug Tests	0.00	166.66	-166.66	0.0%
340.23d - Payroll Service Fee's	1,550.00	2,634.06	-1,084.06	58.8%
340.23e - Payroll Services - support	350.00	1,323.88	-973.88	26.4%
Total 340.230 - Other Professional Services	1,900.00	4,555.89	-2,655.89	41.7%
531.230 - Postage/Shipping	100.70	125.01	-24.31	80.6%
533.230 - Telephone/Internet	799.51	533.33	266.18	149.9%
610.230 - General Office Supplies	314.56	946.25	-631.69	33.2%
Total 2300 - Support - General Admin	15,154.07	22,403.53	-7,249.46	67.6%
2318 - Legal Services				
340.231 - Legal	0.00	458.33	-458.33	0.0%
Total 2318 - Legal Services	0.00	458.33	-458.33	0.0%
2400 - School Administration				
114.240 - Admin - Licensed	23,748.67	31,958.33	-8,209.66	74.3%
225.240 - FICA- Lic. Admin	258.33	0.00	258.33	100.0%
234.240 - PERS - Admin Licensed	4,167.71	8,948.33	-4,780.62	46.6%

Somerset Academy of Las Vegas Profit & Loss Budget vs. Actual- Losee July 2015

	Jul 15	Budget	\$ Over Budget	% of Budget
244.240 · MC - Admin Licensed	595.46	463.40	132.06	128.5%
260.240 · Unemployment Compensation				
264.24a · SUI - Admin Licensed	0.00	1,054.63	-1,054.63	0.0%
264.24b · FUTA- Lic Administration	97.50	1,917.50	-1,820.00	5.1%
Total 260.240 · Unemployment Compensation	97.50	2,972.13	-2,874.63	3.3%
274.240 · WC - Admin Licensed	189.53	162.99	26.54	116.3%
284.240 · Health - Admin Licensed	481.42	875.66	-394.24	55.0%
Total 2400 · School Administration	29,538.62	45,380.84	-15,842.22	65.1%
2500 · Central Services				
310.250 · Management Fee	47,290.88	48,015.00	-724.12	98.5%
320.250 · Affiliation Fee	1,625.40	6,958.17	-5,332.77	23.4%
Total 2500 · Central Services	48,916.28	54,973.17	-6,056.89	89.0%
2600 · Operation and Maintenance	137.62			
2610 · Operation of Building				
352.261 · IT - Technical Services	5,045.11	6,163.34	-1,118.23	81.9%
410.261 · Utility Services				
411.26a · Water	2,456.05	1,583.33	872.72	155.1%
411.26b · Sewer	1,982.42	1,291.67	690.75	153.5%
Total 410.261 · Utility Services	4,438.47	2,875.00	1,563.47	154.4%
421.261 · Trash	1,490.49	1,000.00	490.49	149.0%
422.261 · Janitorial Service (Contracted)	0.00	8,381.00	-8,381.00	0.0%
440.261 · Rentals				
441.26a · Lease	75,375.00	105,416.67	-30,041.67	71.5%
Total 440.261 · Rentals	75,375.00	105,416.67	-30,041.67	71.5%
520.261 · Insurance				
521.261 · Property Insurance	0.00	1,458.33	-1,458.33	0.0%
522.261 · Liability Insurance	0.00	2,333.34	-2,333.34	0.0%
523.26a · D & O Insurance	0.00	0.00	0.00	0.0%
523.26b · Other Insurance	4,247.64			
Total 520.261 · Insurance	4,247.64	3,791.67	455.97	112.0%
590.261 · Other Purchased Services				
590.20a · DSA Sponsor Fee	10,211.41	10,437.25	-225.84	97.8%
590.20b · Power School	0.00	875.00	-875.00	0.0%
Total 590.261 · Other Purchased Services	10,211.41	11,312.25	-1,100.84	90.3%
622.261 · Electricity	9,396.67	8,133.70	1,262.97	115.5%
Total 2610 · Operation of Building	110,204.79	147,073.63	-36,868.84	74.9%
2620 · Maintenance of Building				
117.262 · Custodial Wages	5,223.46	3,589.93	1,633.53	145.5%
227.262 · Custodial- FICA	0.00	0.00	0.00	0.0%
234.262 · PERS- Custodial	725.68	457.94	267.74	158.5%
247.262 · Custodial-MC	75.74	48.72	27.02	155.5%
267.262 · Custodial- FUTA & MBT	3.77	96.00	-92.23	3.9%
267.262 · Custodial-SUI	214.16	110.88	103.28	193.1%
277.262 · Custodial- WC	89.12	17.14	71.98	520.0%
281.262 · Health - Custodial	0.00	92.06	-92.06	0.0%
430.262 · Misc Maint & Facilities Costs				
431.26a · A/C Maintenance Expense	0.00	1,250.00	-1,250.00	0.0%

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Accrual Basis

Somerset Academy of Las Vegas Profit & Loss Budget vs. Actual- Losee July 2015

	Jul 15	Budget	\$ Over Budget	% of Budget
431.26b · Facility Maint	5,517.17	3,541.67	1,975.50	155.8%
431.26c · Summer Maintenance	0.00	1,041.67	-1,041.67	0.0%
431.26f · Lawn Care	1,200.00	1,250.00	-50.00	96.0%
Total 430.262 · Misc Maint & Facilities Costs	6,717.17	7,083.34	-366.17	94.8%
610.262 · Gen Maint & Janitorial Supplies	0.00	2,083.34	-2,083.34	0.0%
Total 2620 · Maintenance of Building	13,049.10	13,579.35	-530.25	96.1%
2660 · Security				
490.266 · Alarm Security System	35.00	0.00	35.00	100.0%
Total 2660 · Security	35.00	0.00	35.00	100.0%
2670 · Safety				
490.267 · Security & Fire Services	0.00	0.00	0.00	0.0%
Total 2670 · Safety	0.00	0.00	0.00	0.0%
3100 · Food Service Operations				
570.31 · Food Services	0.00	416.67	-416.67	0.0%
Total 3100 · Food Service Operations	0.00	416.67	-416.67	0.0%
5000 · Debt Service				
810.500 · Dues & Fees	525.00	833.34	-308.34	63.0%
820.500 · Late Fee	0.00	0.00	0.00	0.0%
830.500 · Debt-Related Expenditures				
832.50b · Debt Serv -Loan	33,348.20	26,300.00	7,048.20	126.8%
Total 830.500 · Debt-Related Expenditures	33,348.20	26,300.00	7,048.20	126.8%
890.500 · Misc. Expenditures				
892.50a · Bank Charges	0.00	166.67	-166.67	0.0%
892.50b · E-Funds Fee's	0.00	0.00	0.00	0.0%
Total 890.500 · Misc. Expenditures	0.00	166.67	-166.67	0.0%
5000 · Debt Service - Other	0.00	0.00	0.00	0.0%
Total 5000 · Debt Service	33,873.20	27,300.01	6,573.19	124.1%
900 · Co-Curricular/ Extra-Curricular				
920 · Athletics	0.00	1,666.67	-1,666.67	0.0%
Total 900 · Co-Curricular/ Extra-Curricular	0.00	1,666.67	-1,666.67	0.0%
Total Expense	507,173.11	690,848.37	-183,675.26	73.4%
Net Ordinary Income	172,896.93	-5,715.62	178,612.55	-3.025.0%
Net Income	172,896.93	-5,715.62	178,612.55	-3.025.0%

Somerset Academy of Las Vegas Profit & Loss Budget vs. Actual- Stephanie July 2015

	Jul 15	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
1300 · Tuition				
1310 · Kinder Tuition	0.00	4,710.93	-4,710.93	0.0%
1300 · Tuition - Other	0.00	0.00	0.00	0.0%
Total 1300 · Tuition	0.00	4,710.93	-4,710.93	0.0%
3000 · Revenue from State Sources				
3110 · DSA Revenue	443,973.94	419,257.48	24,716.46	105.9%
3115a · SPED - Discretionary Unit	0.00	2,263.80	-2,263.80	0.0%
3115b · SPED Part B Funding	0.00	7,100.00	-7,100.00	0.0%
3230 · Class Size Reduction	0.00	3,276.86	-3,276.86	0.0%
Total 3000 · Revenue from State Sources	443,973.94	431,898.14	12,075.80	102.8%
Total Income	443,973.94	436,609.07	7,364.87	101.7%
Gross Profit	443,973.94	436,609.07	7,364.87	101.7%
Expense				
1000 · Instruction				
111.100 · Licensed Teachers Salaries	131,721.96	136,352.13	-4,630.17	96.6%
113.100 · Licensed Substitute Teachers	0.00	4,958.33	-4,958.33	0.0%
221.100 · FICA - Licensed Teachers	162.78	0.00	162.78	100.0%
231.100 · PERS Instruction Personnel	28,422.14	28,031.21	390.93	101.4%
241.100 · MC Teachers	2,176.60	1,862.16	314.44	116.9%
261.100 · Other (FUTA) - Teachers	89.79	7,705.47	-7,615.68	1.2%
261.101 · SUI Teachers	4,177.70	4,238.01	-60.31	98.6%
271.100 · WC Teachers	1,051.18	654.97	396.21	160.5%
281.100 · Health Teachers	6,498.13	3,518.83	2,979.30	184.7%
331.100 · Training & Dev. - Teachers	319.18	291.67	27.51	109.4%
443.100 · Copier	5,398.19	3,855.95	1,542.24	140.0%
610.100 · General Supplies				
610.101 · Classroom Supplies/Consumables	1,084.93	1,403.75	-318.82	77.3%
610.103 · Copier & Printing Supplies	1,535.52	725.00	810.52	211.8%
610.104 · Assessment & Testing Materials	0.00	250.00	-250.00	0.0%
Total 610.100 · General Supplies	2,620.45	2,378.75	241.70	110.2%
641.100 · Curriculum - Textbooks	1,403.58	4,970.00	-3,566.42	28.2%
651.100 · Tech. Software (Educational)	1,858.95			
652.100 · Supplies/Equip. (IT Hardware)	1,254.69			
652.101 · Classroom Computers & Equipment	16,283.66			
653.100 · Web Based (Website)	0.00	300.00	-300.00	0.0%
893.100 · Indirect Costs- Incentives	0.00	0.00	0.00	0.0%
Total 1000 · Instruction	203,438.98	199,117.48	4,321.50	102.2%
200-SP · SPED				
111.SP · SPED - Licenced Teacher	6,860.24	11,448.17	-4,587.93	59.9%
221.SP · SPED - FICA Teacher	0.00	0.00	0.00	0.0%
231.SP · SPED - PERS	1,809.95	2,592.33	-782.38	69.8%
241.SP · SPED - MC Teachers	98.10	159.05	-60.95	61.7%
261.SP · SPED - SUI Teachers	183.40	361.98	-178.58	50.7%
261.SP2 · SPED - FUTA	0.00	658.15	-658.15	0.0%
271.SP · SPED - WC Teachers	54.74	55.94	-1.20	97.9%
281.SP · SPED - Health Teachers	334.02	300.56	33.46	111.1%
320.SP · SPED - Contracted Services	2,040.00	8,750.00	-6,710.00	23.3%

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Accrual Basis

Somerset Academy of Las Vegas Profit & Loss Budget vs. Actual- Stephanie July 2015

	Jul 15	Budget	\$ Over Budget	% of Budget
610.SP1 - SPED -General Supplies-Teachers	0.00	104.17	-104.17	0.0%
610.SP2 - SPED -Special Ed Supp-Students	0.00	166.67	-166.67	0.0%
Total 200-SP - SPED	11,380.45	24,597.02	-13,216.57	46.3%
2130 - Health Services				
610.213 - Nursing Supplies	0.00	133.33	-133.33	0.0%
Total 2130 - Health Services	0.00	133.33	-133.33	0.0%
2200 - Support Services - Instruction				
115.220 - Non-Licensed Support Staff	3,625.98	14,556.84	-10,930.86	24.9%
225.220 - FICA - Ins. Support Staff	0.00	0.00	0.00	0.0%
231.220 - PERS - Support Services	525.76	2,083.16	-1,557.40	25.2%
245.220 - MC - Inst. Support Staff	52.58	188.50	-135.92	27.9%
260.220 - Unemployment Comp.				
265.22 - SUI - Inst. Support Staff	148.66	429.00	-280.34	34.7%
265.22B - FUTA - Inst. Support Staff	0.00	780.00	-780.00	0.0%
Total 260.220 - Unemployment Comp.	148.66	1,209.00	-1,060.34	12.3%
275.220 - WC - Inst. Support Staff	28.94	66.30	-37.36	43.7%
285.220 - Health - Support Staff	0.00	356.20	-356.20	0.0%
Total 2200 - Support Services - Instruction	4,381.92	18,460.00	-14,078.08	23.7%
2290 - Other Support Service- Inst.				
581.229 - Staff Travel- Teachers	0.00	600.00	-600.00	0.0%
584.229 - Travel- Licensed Admin.	0.00	0.00	0.00	0.0%
Total 2290 - Other Support Service- Inst.	0.00	600.00	-600.00	0.0%
2300 - Support - General Admin				
115.230 - Gen Admin Salaries	5,296.52	10,859.57	-5,563.05	48.8%
225.230 - FICA - Gen Admin	0.00	0.00	0.00	0.0%
235.230 - PERS - Gen Admin	737.46	1,294.10	-556.64	57.0%
245.230 - MC - Gen Admin	75.59	137.68	-62.09	54.9%
265.230 - SUI - Gen Admin	30.75	313.34	-282.59	9.8%
265.23b - FUTA - Gen Admin	4.50	569.70	-565.20	0.8%
275.230 - WC - Gen Admin	42.26	48.43	-6.17	87.3%
285.230 - Health - Gen Admin	238.84	260.16	-21.32	91.8%
340.230 - Other Professional Services				
340.23a - Audit	0.00	269.72	-269.72	0.0%
340.23c - Background/Drug Tests	0.00	104.17	-104.17	0.0%
340.23d - Payroll Service Fee's	930.00	1,250.00	-320.00	74.4%
340.23e - Payroll Services - support	50.00	833.33	-783.33	6.0%
Total 340.230 - Other Professional Services	980.00	2,457.22	-1,477.22	39.9%
531.230 - Postage/Shipping	0.00	83.33	-83.33	0.0%
533.230 - Telephone/Internet	577.07	408.33	168.74	141.3%
610.230 - General Office Supplies	446.68	729.17	-282.49	61.3%
2300 - Support - General Admin - Other	0.00			
Total 2300 - Support - General Admin	8,429.67	17,161.03	-8,731.36	49.1%
2318 - Legal Services				
340.231 - Legal	0.00	458.33	-458.33	0.0%
Total 2318 - Legal Services	0.00	458.33	-458.33	0.0%
2400 - School Administration				
114.240 - Admin - Licensed	20,250.34	29,179.42	-8,929.08	69.4%

Somerset Academy of Las Vegas Profit & Loss Budget vs. Actual- Stephanie July 2015

	Jul 15	Budget	\$ Over Budget	% of Budget
225.240 - FICA- Lic. Admin	0.00	0.00	0.00	0.0%
234.240 - PERS - Admin Licensed	5,442.28	8,170.24	-2,727.96	66.6%
244.240 - MC - Admin Licensed	290.52	423.10	-132.58	68.7%
260.240 - Unemployment Compensation				
264.24a - SUJ - Admin Licensed	478.32	962.92	-484.60	49.7%
264.24b - FUTA- Lic Administration	70.00	1,750.77	-1,680.77	4.0%
Total 260.240 - Unemployment Compensation	548.32	2,713.69	-2,165.37	20.2%
274.240 - WC - Admin Licensed	161.62	148.82	12.80	108.6%
284.240 - Health - Admin Licensed	448.81	799.52	-350.71	56.1%
Total 2400 - School Administration	27,141.89	41,434.79	-14,292.90	65.5%
2500 - Central Services				
310.250 - Management Fee	30,841.88	30,375.00	466.88	101.5%
320.250 - Affiliation Fee	2,454.28	4,413.24	-1,958.96	55.6%
Total 2500 - Central Services	33,296.16	34,788.24	-1,492.08	95.7%
2610 - Operation of Building				
352.261 - IT - Technical Services	3,430.69	3,333.33	97.36	102.9%
410.261 - Utility Services				
411.26a - Water	299.40	1,250.00	-950.60	24.0%
411.26b - Sewer	135.32	1,250.00	-1,114.68	10.8%
Total 410.261 - Utility Services	434.72	2,500.00	-2,065.28	17.4%
421.261 - Trash	1,547.43	750.00	797.43	206.3%
422.261 - Janitorial Service (Contracted)	1,148.00	5,429.00	-4,281.00	21.1%
440.261 - Rentals				
441.26a - Lease	53,250.00	62,437.50	-9,187.50	85.3%
Total 440.261 - Rentals	53,250.00	62,437.50	-9,187.50	85.3%
520.261 - Insurance				
521.261 - Property Insurance	0.00	1,250.00	-1,250.00	0.0%
522.261 - Liability Insurance	0.00	2,500.00	-2,500.00	0.0%
523.26a - D & O Insurance	0.00	0.00	0.00	0.0%
523.26b - Other Insurance	2,770.20			
Total 520.261 - Insurance	2,770.20	3,750.00	-979.80	73.9%
590.261 - Other Purchased Services				
590.20a - DSA Sponsor Fee	7,103.59	6,619.86	483.73	107.3%
590.20b - Power School	0.00	833.33	-833.33	0.0%
Total 590.261 - Other Purchased Services	7,103.59	7,453.19	-349.60	95.3%
622.261 - Electricity	7,516.07	6,333.33	1,182.74	118.7%
Total 2610 - Operation of Building	77,200.70	91,986.35	-14,785.65	83.9%
2620 - Maintenance of Building				
117.262 - Custodial Wages	1,578.74	1,982.43	-403.69	79.6%
227.262 - Custodial- FICA	0.00	0.00	0.00	0.0%
234.262 - PERS- Custodial	219.11			
247.262 - Custodial-MC	22.14	25.13	-2.99	88.1%
267-262 - Custodial- FUTA & MBT	0.00	104.00	-104.00	0.0%
267.262 - Custodial-SUI	64.73	57.20	7.53	113.2%
277.262 - Custodial- WC	12.60	8.84	3.76	142.5%
281.262 - Health - Custodial	3.00	47.49	-44.49	6.3%
430.262 - Misc Maint & Facilities Costs				

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09/15/15

Accrual Basis

Somerset Academy of Las Vegas Profit & Loss Budget vs. Actual- Stephanie July 2015

	Jul 15	Budget	\$ Over Budget	% of Budget
431.26a · A/C Maintenance Expense	0.00	833.33	-833.33	0.0%
431.26b · Facility Maint	2,478.91	1,666.67	812.24	148.7%
431.26c · Summer Maintenance	407.55	416.67	-9.12	97.8%
431.26f · Lawn Care	650.00	416.67	233.33	156.0%
430.262 · Misc Maint & Facilities Costs - Other	109.50			
Total 430.262 · Misc Maint & Facilities Costs	3,645.96	3,333.34	312.62	109.4%
432.1 · Technology & Maint Repair	375.00			
610.262 · Gen Maint & Janitorial Supplies	156.56	833.33	-676.77	18.8%
Total 2620 · Maintenance of Building	6,077.84	6,391.76	-313.92	95.1%
2660 · Security				
490.266 · Alarm Security System	105.00	145.83	-40.83	72.0%
Total 2660 · Security	105.00	145.83	-40.83	72.0%
2670 · Safety				
490.267 · Security & Fire Services	190.00	166.67	23.33	114.0%
Total 2670 · Safety	190.00	166.67	23.33	114.0%
3100 · Food Service Operations				
570.31 · Food Services	0.00	83.33	-83.33	0.0%
Total 3100 · Food Service Operations	0.00	83.33	-83.33	0.0%
5000 · Debt Service				
810.500 · Dues & Fees	404.00	416.67	-12.67	97.0%
830.500 · Debt-Related Expenditures				
832.50b · Debt Serv -Loan	18,415.90	14,996.71	3,419.19	122.8%
Total 830.500 · Debt-Related Expenditures	18,415.90	14,996.71	3,419.19	122.8%
890.500 · Misc. Expenditures				
892.50a · Bank Charges	0.00	166.67	-166.67	0.0%
892.50b · E-Funds Fee's	0.00	0.00	0.00	0.0%
Total 890.500 · Misc. Expenditures	0.00	166.67	-166.67	0.0%
Total 5000 · Debt Service	18,819.90	15,580.05	3,239.85	120.8%
900 · Co-Curricular/ Extra-Curricular				
920 · Athletics	0.00	416.67	-416.67	0.0%
Total 900 · Co-Curricular/ Extra-Curricular	0.00	416.67	-416.67	0.0%
Total Expense	390,462.51	451,520.88	-61,058.37	86.5%
Net Ordinary Income	53,511.43	-14,911.81	68,423.24	-358.9%
Net Income	53,511.43	-14,911.81	68,423.24	-358.9%

Somerset Academy of Las Vegas
Balance Sheet
As of July 31, 2015

Jul 31, 15

ASSETS**Current Assets****Checking/Savings**

101 · Cash in Bank

101.a · NSB - Operating Account-8726	1,074,079.31
101.d · SGF STE Account	49,892.67
101.e · SGF LOS Account	117,510.80
101ab · SGF LOS M-H	-66.32
101.f · SGF NLV Account	166,775.52
101.g · SGF SKY Account	94,506.49
101.ac · SGF SKY M-H	33,775.60
101.s · Non Bond Fin. Custody Acct.	877,379.32
101.l · Bond-Obligated Revenue Fund	809,887.68
101.k · Bond Obligated Interest Fund	188,146.50
101.L · Bond Obligated Reserve Fund	2,816,531.26
101.m · Bond Obligated Project Fund	9,408,334.35
101.o · Bond Obligated Exp Fund.	6,602.29
101.p · Bond Obligated R&R Fund	37,500.06
101.q · Bond Obligated T&I Fund	11,524.17
101.h · Bond-Obligated Operating Fund	2,661,721.26

Total 101 · Cash in Bank	18,354,100.96
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Total Checking/Savings	18,354,100.96
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Accounts Receivable

153.1 · Accounts Receivable	-2,213.54
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Total Accounts Receivable	-2,213.54
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Other Current Assets

153.11 · Due from Pinecrest	400.00
153.2 · DSA Receivable	1,807,824.91
153.4 · Due from State Tax Dept.	1,504.09
153.5 · Due from Aftercare Programs	6,912.58
191 · Security Deposits	21,005.15

Total Other Current Assets	1,837,646.73
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Total Current Assets	20,189,534.15
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Fixed Assets

193 · Bond Issuance Cost	905,288.65
211.2 · North Las Vegas I Land	1,500,000.00
231.4 · North Las Vegas I Building	
231.4b · Accum. Deprec NLV I Building	-63,296.68
231.4 · North Las Vegas I Building - Other	7,233,817.99

Total 231.4 · North Las Vegas I Building	7,170,521.31
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211.1 · Sky Pointe Land	3,950,000.00
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231.3 · Sky Pointe Building	
231.3b · Accum. Depr. Sky Pointe Build.	-151,787.58
231.3 · Sky Pointe Building - Other	17,347,149.75

Total 231.3 · Sky Pointe Building	17,195,362.17
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Total Fixed Assets	30,721,172.13
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Other Assets

231 · Building & Building Improvement	
231.2 · Building & Improvements Capital	
231.1 · Centennial Playground Expansion	180,000.00
Total 231.2 · Building & Improvements Capital	180,000.00
232 · Accumulated Dep. Build. Imp.	-20,268.49

Total 231 · Building & Building Improvement	159,731.51
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Total Other Assets	159,731.51
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Somerset Academy of Las Vegas
Balance Sheet
As of July 31, 2015

	Jul 31, 15
TOTAL ASSETS	51,070,437.79
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
421 · Accounts Payable	
Accounts Payable - Transfers	419.39
421 · Accounts Payable - Other	201,010.04
Total 421 · Accounts Payable	201,429.43
Total Accounts Payable	201,429.43
Credit Cards	
451 · Credit Cards	
451.2 · Home Depot	1,967.23
451.3 · NSB Credit Card	100.00
451.5 · Staff Reimbursable Charges	1,399.80
Total 451 · Credit Cards	3,467.03
Total Credit Cards	3,467.03
Other Current Liabilities	
461 · Accrued Salaries	
461.4 · Accrued PTO	189,435.14
461.2 · Accrued Payroll Liability	1,072,078.44
461.3 · Salaried Payroll Liabilities	552,411.63
Total 461 · Accrued Salaries	1,813,925.21
499 · Other Current Liabilities	
499.9 · UNLV Grant	1,060.00
499.7 · State-Aid Grants.	24,844.89
499.8 · SGF Liability Fund	279,541.10
Total 499 · Other Current Liabilities	305,445.99
Total Other Current Liabilities	2,119,371.20
Total Current Liabilities	2,324,267.66
Long Term Liabilities	
511.b · Bonds Premium	148,415.50
511 · Bonds Payable	43,080,000.00
521 · Loans Payable	
521.2 · Zion FFE Loan	
Zion FFE (Computer) 2013-2014	-445,800.17
Zion FFE (Furniture) 2013-2014	-357,318.07
Zion FFE (Supplies) 2013-2014	-5,133.90
Zion FFE (Textbooks) 2013-2014	-291,667.40
521.2a · Zion FFE (Computer)	-146,711.63
521.2b · Zion FFE (Furniture)	-253,939.21
521.2c · Zion FFE (Supplies)	-2,048.06
521.2d · Zion FFE (Textbooks)	-319,967.71
521.2 · Zion FFE Loan - Other	1,822,586.15
Total 521.2 · Zion FFE Loan	0.00
Total 521 · Loans Payable	0.00
Total Long Term Liabilities	43,228,415.50
Total Liabilities	45,552,683.16
Equity	
8000 · Ending Fund Balance	4,621,268.94
Net Income	651,572.19
Total Equity	5,272,841.13

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09/15/15

Accrual Basis

Somerset Academy of Las Vegas

Balance Sheet

As of July 31, 2015

Jul 31, 15

TOTAL LIABILITIES & EQUITY

50,825,524.29

North Las Vegas

Grade	2015-2016 Target	2015-2016 Accepted	2015-2016 Registered	2015-2016 Wait list
K	125	3	122	317
1	125	3	122	207
2	125	0	125	199
3	125	0	125	190
4	125	1	124	178
5	130	1	129	118
6	150	1	147	74
7	150	0	151	2
8	150	1	149	5
Total	1205		1194	1290

99%

Stephanie

Grade	2015-2016 Target	2015-2016 Accepted	2015-2016 Registered	2015-2016 Wait list
K	100	4	95	314
1	100	0	100	226
2	100	0	100	209
3	100	0	100	186
4	100	0	100	158
5	104	0	104	94
6	120	0	111	0
7	90	0	82	0
8	60	0	60	0
Total	874		852	1187

97%

Losee

Grade	2015-2016 Target	2015-2016 Accepted	2015-2016 Registered	2015-2016 Wait list
K	125	5	119	249
1	125	2	123	240
2	125	1	124	182
3	125	0	125	234
4	125	0	125	194
5	130	2	128	159
6	150	1	149	224
7	150	4	146	80
8	90	0	90	114
9*	150	0	122	0

10	90	0	80	0
Total	1385		1331	0

96%

Sky Pointe

Grade	**8/20 Change	2015-2016 Registered	Accepted	2015-2016 Wait list
K	125	119	6	459
1	125	125	0	409
2	125	125	0	355
3	125	125	0	310
4	125	125	0	344
5	130	130	0	295
6	170	169	1	300
7	220	220	1	125
8	165	165	0	57
9	160	134	2	0
10	120	118	2	0
11	65	64	0	0
Total	1655	1619	12	2654

98%

Lone Mountain

	2015- 2016 Target	2015-2016 Accepted	2015-2016 Registered	2015-2016 Wait list
K	100	4	95	186
1	100	0	100	154
2	100	0	98	153
3	100	1	99	110
4	100	0	100	162
5	104	2	103	65
6	120	6	113	33
7	60	0	60	5
Total	784		768	868

98%

All enrollment as of 9-11-15

SOMERSET ACADEMY OF LAS VEGAS

Supporting Document

Meeting Date: September 16, 2015
Agenda Item: 8 – Acknowledgment of Resignation of Board Secretary Eric
Elison and Board Member Amy Malone.
Number of Enclosures: 2

**SUBJECT: Acknowledgment of Resignation of Board Secretary Eric
Elison and Board Member Amy Malone.**

Action
 Appointments
 Approval
 Consent Agenda
 Information
 Public Hearing
 Regular Adoption

Presenter (s): John Barlow

Recommendation:

Proposed wording for motion/action:

Fiscal Impact: N/A

Estimated Length of time for consideration (in minutes): 5-10 minutes

Background: Board Secretary Eric Elison and Board Member Amy Malone have submitted their resignations from the Somerset Academy Board of Directors. A copy of the resignation letters are attached.

Submitted By: Staff


August 26, 2015

Mr. Ryan Reeves
Academica Nevada
1378 Paseo Verde Parkway, Suite 200
Henderson, Nevada 89012

Ryan,

Regretfully, the time has come for me to step down from the Board of Directors of Somerset Academy. Work and family obligations have made continuing as a Board member much more difficult over the past couple of years, and I feel now is a good time for me to resign. I have really enjoyed my time on the Board and have appreciated the opportunity to get to know and rub shoulders with other Board members, principals, teachers, and staff. I will always be grateful for this experience and will miss being involved with such an awesome Board of Directors and such a great school. But I am confident that there are many willing and capable candidates waiting for the opportunity to carry on the wonderful traditions we have established at Somerset Academy. Also, I wanted to thank you, Bob Howell, and everyone else on the management team for all the hard work and effort you have put into making our school great.

Sincerely,



Eric Elison

September 1, 2015

Dear Somerset Academy Board,

It is with some sadness that I write this letter of resignation to the Board. It has not been an easy decision for me to make as I have truly enjoyed the years I have spent serving with this board and with the Somerset community. Unfortunately, circumstances at this time prevent me from dedicating the time that this position requires and deserves.

Over the past 6 years I have had the unique opportunity to see this school begin as an idea in a small room with a small group of people and grow into the amazing school that it is today! I will always be thankful to all those at Academica Nevada for coming here and giving us the opportunity to open these charter schools and for all the work they continue to do for us.

It has truly been an honor to work with wonderful and dedicated teachers and principals! I can never thank them enough for all the extra hours they put in and for all that they do for our children! They go above and beyond to provide a positive learning environment for our children.

I have sincerely enjoyed working with and getting to know everyone on our board over the years. I know that each member of the board truly cares about our schools and our students. It has been a pleasure to serve with every one of you.

While I am no longer going to be a part of the board, I will continue to be an avid supporter of Somerset Academy. I am proud to be a part of the Somerset community and to have my children continue their education as Somerset Sharks!

I know that our schools are in good hands and will continue to grow and thrive. Thank you to each of you for your hard work and dedication.

Sincerely,

Amy Malone

SOMERSET ACADEMY OF LAS VEGAS

Supporting Document

Meeting Date: September 16, 2015
Agenda Item: 9 – Discussion and Possible Action Regarding the Formation of a Committee for Board Member Search.
Number of Enclosures:

SUBJECT: Discussion and Possible Action Regarding the Formation of a Committee for Board Member Search.

Action
 Appointments
 Approval
 Consent Agenda
 Information
 Public Hearing
 Regular Adoption

Presenter (s): Board

Recommendation:

Proposed wording for motion/action:

Fiscal Impact: N/A

Estimated Length of time for consideration (in minutes): 10-20 minutes

Background: Discussion regarding the formation of a committee for Board member searches.

Submitted By: Staff

SOMERSET ACADEMY OF LAS VEGAS

Supporting Document

Meeting Date: September 16, 2015
Agenda Item: 10 – Review and Approval of Revised Enrollment Policy.
Number of Enclosures: 1

SUBJECT: Review and Approval of Revised Enrollment Policy.

Action
 Appointments
 Approval
 Consent Agenda
 Information
 Public Hearing
 Regular Adoption

Presenter (s): Kristie Fleisher

Recommendation:

Proposed wording for motion/action:

Fiscal Impact: N/A

Estimated Length of time for consideration (in minutes): 10-20 minutes

Background: Discussion regarding recent changes to the enrollment policy, for review and approval by the Board.

Further discussion regarding changes that will need to be made to the enrollment policy, based on SB 208.

Submitted By: Staff



SOMERSET ACADEMY ENROLLMENT POLICY

Somerset Academy Enrollment policy was originally established in the charter application.

On June 11, 2011 the following amendment was made to the charter:

5. Only in the case the school will be enrolled to capacity as determined by the appropriate fire, health and/or building authorities, the Board of Directors and campus Principal will determine the maximum number of students to be enrolled in each grade, based upon considerations such as staffing, demand, budget requirements and facilities capacity for the present and future years. The determinations shall be made annually prior to count day, and shall be transmitted annually prior to count day to the Department.

- A. The founders' children will be given priority enrollment.
- B. Students already enrolled in the School will have a fixed time period, to be determined by the Board of Directors, to inform the School of their intent to return.
- C. Any spaces which remain available will be filled in the following manner:
 - a. Priority will be given to the child of a teacher employed by the charter school.
 - b. Priority will then be given to the siblings of an enrolled student on a "first come, first served" basis, to be determined by the date an enrollment application was submitted to the board.
 - c. All remaining students will be placed in a lottery to determine priority.

June 24, 2013 the board approved the following changes to the Somerset lottery and enrollment policy.

NRS 385.580 had been changed to allow student enrollment priority for students with enrolled siblings, children of a teacher and children of a Board members or members of the Committee to Form. 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 previously 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.
- E) All remaining students will be placed in a lottery to determine priority.



Transfer students who are already enrolled in ANY Somerset Campus should get first chance at any open seats, the State views all Somerset Campuses as a single school and a student enrolled anywhere is already in our school, and, therefore, couldn't be denied a seat at a different campus because any unenrolled student (even a sibling) was waiting to get in.

Somerset Academy will begin the open enrollment period in January of each school year. This shall be a two week period at when parents may complete an application. 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.

Once the initial open enrollment for the next school year begins the above established wait list becomes invalid. A new wait list will be established at the end of this open period and will be used to fill any vacancies.

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:
 - a. On-Line Registration Packet: Parent's ID. Personal identification of parent/guardian (driver's license, picture identification.) bearing your name.
 - b. Child's ID/Proof of the child's identity -a *copy* of original birth certificate.
 - c. 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.
 - d. 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.

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.

CHAPTER.....

AN ACT relating to education; requiring the governing body of a new charter school or a charter school that is expanding enrollment by a certain percentage or opening a new facility to provide notice concerning the application and enrollment process to parents or legal guardians who live within a certain distance from the charter school; revising provisions governing a lottery held to determine which applicants may enroll in a charter school; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

Existing law authorizes the formation and operation of charter schools. (NRS 386.490-386.610) Existing law authorizes a charter school to enroll certain children before enrolling children who are otherwise eligible for enrollment and requires a charter school to determine which applicants to enroll on the basis of a lottery system in the event that more pupils who are eligible for enrollment apply for enrollment in the charter school than the number of spaces which are available. (NRS 386.580) With certain exceptions, **section 1** of this bill requires the governing body of a new charter school to send notice at least 45 days before the charter school begins accepting applications for enrollment to the home of the parent or legal guardian of any child who resides within 2 miles of the charter school stating when the charter school will begin accepting applications for enrollment and providing certain information concerning the application and enrollment process. **Section 1** also requires this notice to be sent when an existing charter school expands enrollment by at least 10 percent or opens a new facility and requires the notice to be provided in the languages primarily spoken in the households to which such notice is provided, to the extent practicable. **Section 3.5** of this bill requires a lottery held to determine which applicants may enroll in a charter school to occur not sooner than 45 days after the date on which the charter school begins accepting applications for enrollment unless the sponsor of a charter school determines there is good cause to hold it sooner.

Existing law authorizes the parent or legal guardian of any child who resides in this State to submit an application for enrollment in a charter school to the governing body of the charter school. (NRS 386.580) **Section 3.5** clarifies that a parent or legal guardian is authorized to submit such an application annually.

EXPLANATION – Matter in *bolded italics* is new; matter between brackets ~~omitted material~~ is material to be omitted.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN
SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. Chapter 386 of NRS is hereby amended by adding thereto a new section to read as follows:

1. Except as otherwise provided in this section, at least 45 days before a new charter school for which a contract has been



executed pursuant to NRS 386.527 begins accepting applications for enrollment pursuant to NRS 386.580 or at least 45 days before a charter school that is expanding enrollment by at least 10 percent or opening a new facility begins accepting applications for enrollment pursuant to NRS 386.580, the governing body of the charter school shall make a reasonable effort to notify each household located within 2 miles from the charter school regarding:

(a) When the charter school will begin accepting applications for enrollment;

(b) How to apply for enrollment; and

(c) The process for enrollment of pupils.

2. If notifying each household within 2 miles from a charter school does not provide a sufficient population density, the governing body of the charter school and the sponsor of the charter school may agree to notify households that are located more than 2 miles from the charter school.

3. To the extent practicable, the notice provided pursuant to subsections 1 and 2 must be provided in the languages primarily spoken in the households to which such notice is provided.

4. A charter school that is not authorized to enroll more than 250 pupils for all facilities that the charter school operates is not required to comply with the provisions of subsection 1. If the charter school does not comply with these provisions, the charter school must develop an alternative plan to inform households located in the area served by the charter school that it is accepting applications for enrollment.

5. If the governing body of a charter school has not acquired a facility to operate the charter school at least 45 days before the date on which the charter school begins accepting applications for enrollment pursuant to NRS 386.580, the sponsor of the charter school may identify a location reasonably believed to be close to where the facility will be located and provide the notification required pursuant to subsection 1 to each household located within 2 miles from this location.

6. The sponsor of a charter school may require the charter school to provide documentation of any effort to inform households located in the area served by the charter school that the charter school is accepting applications for enrollment, expanding enrollment or opening a new facility.

7. The sponsor of a charter school may revise the timeline for notification prescribed in subsection 1 for good cause.



Sec. 2. NRS 386.490 is hereby amended to read as follows:

386.490 As used in NRS 386.490 to 386.649, inclusive, *and section 1 of this act*, the words and terms defined in NRS 386.492 to 386.503, inclusive, have the meanings ascribed to them in those sections.

Sec. 2.5. NRS 386.505 is hereby amended to read as follows:

386.505 The Legislature declares that by authorizing the formation of charter schools it is not authorizing:

1. The conversion of an existing public school, homeschool or other program of home study to a charter school.

2. A means for providing financial assistance for private schools or programs of home study. The provisions of this subsection do not preclude:

(a) A private school from ceasing to operate as a private school and reopening as a charter school in compliance with the provisions of NRS 386.490 to 386.649, inclusive ~~[]~~, *and section 1 of this act*.

(b) The payment of money to a charter school for the enrollment of children in classes at the charter school pursuant to subsection ~~[]~~ **6** of NRS 386.580 who are enrolled in a public school of a school district or a private school or who are homeschooled.

3. The formation of charter schools on the basis of a single race, religion or ethnicity.

Sec. 3. NRS 386.551 is hereby amended to read as follows:

386.551 The provisions of NRS 386.490 to 386.649, inclusive, *and section 1 of this act*, and any other statute or regulation applicable to a charter school or its officers or employees govern the formation and operation of charter schools in this State.

Sec. 3.5. NRS 386.580 is hereby amended to read as follows:

386.580 1. An application for enrollment in a charter school may be submitted *annually* to the governing body of the charter school by the parent or legal guardian of any child who resides in this State. Except as otherwise provided in this subsection and subsection 2, a charter school shall enroll pupils who are eligible for enrollment in the order in which the applications are received. If the board of trustees of the school district in which the charter school is located has established zones of attendance pursuant to NRS 388.040, the charter school shall, if practicable, ensure that the racial composition of pupils enrolled in the charter school does not differ by more than 10 percent from the racial composition of pupils who attend public schools in the zone in which the charter school is located. If a charter school is sponsored by the board of trustees of a school district located in a county whose population is 100,000 or more, except for a program of distance education provided by the



charter school, the charter school shall enroll pupils who are eligible for enrollment who reside in the school district in which the charter school is located before enrolling pupils who reside outside the school district. Except as otherwise provided in subsection 2, if more pupils who are eligible for enrollment apply for enrollment in the charter school than the number of spaces which are available, the charter school shall determine which applicants to enroll pursuant to this subsection on the basis of a lottery system.

2. Before a charter school enrolls pupils who are eligible for enrollment, a charter school may enroll a child who:

(a) Is a sibling of a pupil who is currently enrolled in the charter school;

(b) Was enrolled, free of charge and on the basis of a lottery system, in a prekindergarten program at the charter school or any other early childhood educational program affiliated with the charter school;

(c) Is a child of a person who is:

(1) Employed by the charter school;

(2) A member of the committee to form the charter school; or

(3) A member of the governing body of the charter school;

(d) Is in a particular category of at-risk pupils and the child meets the eligibility for enrollment prescribed by the charter school for that particular category; or

(e) Resides within the school district and within 2 miles of the charter school if the charter school is located in an area that the sponsor of the charter school determines includes a high percentage of children who are at risk. If space is available after the charter school enrolls pupils pursuant to this paragraph, the charter school may enroll children who reside outside the school district but within 2 miles of the charter school if the charter school is located within an area that the sponsor determines includes a high percentage of children who are at risk.

↳ If more pupils described in this subsection who are eligible apply for enrollment than the number of spaces available, the charter school shall determine which applicants to enroll pursuant to this subsection on the basis of a lottery system.

3. Except as otherwise provided in subsection ~~8.1~~ 9, a charter school shall not accept applications for enrollment in the charter school or otherwise discriminate based on the:

(a) Race;

(b) Gender;

(c) Religion;

(d) Ethnicity; or



(e) Disability,
↳ of a pupil.

4. *A lottery held pursuant to subsection 1 or 2 must be held not sooner than 45 days after the date on which a charter school begins accepting applications for enrollment unless the sponsor of the charter school determines there is good cause to hold it sooner.*

5. If the governing body of a charter school determines that the charter school is unable to provide an appropriate special education program and related services for a particular disability of a pupil who is enrolled in the charter school, the governing body may request that the board of trustees of the school district of the county in which the pupil resides transfer that pupil to an appropriate school.

~~5~~ 6. Except as otherwise provided in this subsection, upon the request of a parent or legal guardian of a child who is enrolled in a public school of a school district or a private school, or a parent or legal guardian of a homeschooled child, the governing body of the charter school shall authorize the child to participate in a class that is not otherwise available to the child at his or her school or homeschool or participate in an extracurricular activity at the charter school if:

(a) Space for the child in the class or extracurricular activity is available;

(b) The parent or legal guardian demonstrates to the satisfaction of the governing body that the child is qualified to participate in the class or extracurricular activity; and

(c) The child is a homeschooled child and a notice of intent of a homeschooled child to participate in programs and activities is filed for the child with the school district in which the child resides for the current school year pursuant to NRS 392.705.

↳ If the governing body of a charter school authorizes a child to participate in a class or extracurricular activity pursuant to this subsection, the governing body is not required to provide transportation for the child to attend the class or activity. A charter school shall not authorize such a child to participate in a class or activity through a program of distance education provided by the charter school pursuant to NRS 388.820 to 388.874, inclusive.

~~6~~ 7. The governing body of a charter school may revoke its approval for a child to participate in a class or extracurricular activity at a charter school pursuant to subsection ~~5~~ 6 if the governing body determines that the child has failed to comply with applicable statutes, or applicable rules and regulations. If the governing body so revokes its approval, neither the governing body



nor the charter school is liable for any damages relating to the denial of services to the child.

~~[7.]~~ 8. The governing body of a charter school may, before authorizing a homeschooled child to participate in a class or extracurricular activity pursuant to subsection ~~[5.]~~ 6, require proof of the identity of the child, including, without limitation, the birth certificate of the child or other documentation sufficient to establish the identity of the child.

~~[8.]~~ 9. This section does not preclude the formation of a charter school that is dedicated to provide educational services exclusively to pupils:

(a) With disabilities;

(b) Who pose such severe disciplinary problems that they warrant a specific educational program, including, without limitation, a charter school specifically designed to serve a single gender that emphasizes personal responsibility and rehabilitation; or

(c) Who are at risk.

↳ If more eligible pupils apply for enrollment in such a charter school than the number of spaces which are available, the charter school shall determine which applicants to enroll pursuant to this subsection on the basis of a lottery system.

Sec. 3.7. NRS 387.123 is hereby amended to read as follows:

387.123 1. The count of pupils for apportionment purposes includes all pupils who are enrolled in programs of instruction of the school district, including, without limitation, a program of distance education provided by the school district, pupils who reside in the county in which the school district is located and are enrolled in any charter school, including, without limitation, a program of distance education provided by a charter school, and pupils who are enrolled in a university school for profoundly gifted pupils located in the county, for:

(a) Pupils in the kindergarten department.

(b) Pupils in grades 1 to 12, inclusive.

(c) Pupils not included under paragraph (a) or (b) who are receiving special education pursuant to the provisions of NRS 388.440 to 388.520, inclusive.

(d) Pupils who reside in the county and are enrolled part-time in a program of distance education provided pursuant to NRS 388.820 to 388.874, inclusive.

(e) Children detained in facilities for the detention of children, alternative programs and juvenile forestry camps receiving instruction pursuant to the provisions of NRS 388.550, 388.560 and 388.570.



(f) Pupils who are enrolled in classes pursuant to subsection 5 of NRS 386.560 and pupils who are enrolled in classes pursuant to subsection ~~5~~ 6 of NRS 386.580.

(g) Pupils who are enrolled in classes pursuant to subsection 3 of NRS 392.070.

(h) Pupils who are enrolled in classes and taking courses necessary to receive a high school diploma, excluding those pupils who are included in paragraphs (d), (f) and (g).

2. The State Board shall establish uniform regulations for counting enrollment and calculating the average daily attendance of pupils. In establishing such regulations for the public schools, the State Board:

(a) Shall divide the school year into 10 school months, each containing 20 or fewer school days, or its equivalent for those public schools operating under an alternative schedule authorized pursuant to NRS 388.090.

(b) May divide the pupils in grades 1 to 12, inclusive, into categories composed respectively of those enrolled in elementary schools and those enrolled in secondary schools.

(c) Shall prohibit the counting of any pupil specified in subsection 1 more than once.

3. Except as otherwise provided in subsection 4 and NRS 388.700, the State Board shall establish by regulation the maximum pupil-teacher ratio in each grade, and for each subject matter wherever different subjects are taught in separate classes, for each school district of this State which is consistent with:

(a) The maintenance of an acceptable standard of instruction;

(b) The conditions prevailing in the school district with respect to the number and distribution of pupils in each grade; and

(c) Methods of instruction used, which may include educational television, team teaching or new teaching systems or techniques.

↳ If the Superintendent of Public Instruction finds that any school district is maintaining one or more classes whose pupil-teacher ratio exceeds the applicable maximum, and unless the Superintendent finds that the board of trustees of the school district has made every reasonable effort in good faith to comply with the applicable standard, the Superintendent shall, with the approval of the State Board, reduce the count of pupils for apportionment purposes by the percentage which the number of pupils attending those classes is of the total number of pupils in the district, and the State Board may direct the Superintendent to withhold the quarterly apportionment entirely.



4. The provisions of subsection 3 do not apply to a charter school, a university school for profoundly gifted pupils or a program of distance education provided pursuant to NRS 388.820 to 388.874, inclusive.

Sec. 3.8. NRS 387.1233 is hereby amended to read as follows:

387.1233 1. Except as otherwise provided in subsection 2, basic support of each school district must be computed by:

(a) Multiplying the basic support guarantee per pupil established for that school district for that school year by the sum of:

(1) Six-tenths the count of pupils enrolled in the kindergarten department on the last day of the first school month of the school district for the school year, including, without limitation, the count of pupils who reside in the county and are enrolled in any charter school on the last day of the first school month of the school district for the school year.

(2) The count of pupils enrolled in grades 1 to 12, inclusive, on the last day of the first school month of the school district for the school year, including, without limitation, the count of pupils who reside in the county and are enrolled in any charter school on the last day of the first school month of the school district for the school year and the count of pupils who are enrolled in a university school for profoundly gifted pupils located in the county.

(3) The count of pupils not included under subparagraph (1) or (2) who are enrolled full-time in a program of distance education provided by that school district or a charter school located within that school district on the last day of the first school month of the school district for the school year.

(4) The count of pupils who reside in the county and are enrolled:

(I) In a public school of the school district and are concurrently enrolled part-time in a program of distance education provided by another school district or a charter school on the last day of the first school month of the school district for the school year, expressed as a percentage of the total time services are provided to those pupils per school day in proportion to the total time services are provided during a school day to pupils who are counted pursuant to subparagraph (2).

(II) In a charter school and are concurrently enrolled part-time in a program of distance education provided by a school district or another charter school on the last day of the first school month of the school district for the school year, expressed as a percentage of the total time services are provided to those pupils per school day in



proportion to the total time services are provided during a school day to pupils who are counted pursuant to subparagraph (2).

(5) The count of pupils not included under subparagraph (1), (2), (3) or (4), who are receiving special education pursuant to the provisions of NRS 388.440 to 388.520, inclusive, on the last day of the first school month of the school district for the school year, excluding the count of pupils who have not attained the age of 5 years and who are receiving special education pursuant to subsection 1 of NRS 388.475 on that day.

(6) Six-tenths the count of pupils who have not attained the age of 5 years and who are receiving special education pursuant to subsection 1 of NRS 388.475 on the last day of the first school month of the school district for the school year.

(7) The count of children detained in facilities for the detention of children, alternative programs and juvenile forestry camps receiving instruction pursuant to the provisions of NRS 388.550, 388.560 and 388.570 on the last day of the first school month of the school district for the school year.

(8) The count of pupils who are enrolled in classes for at least one semester pursuant to subsection 5 of NRS 386.560, subsection ~~5~~ 6 of NRS 386.580 or subsection 3 of NRS 392.070, expressed as a percentage of the total time services are provided to those pupils per school day in proportion to the total time services are provided during a school day to pupils who are counted pursuant to subparagraph (2).

(b) Multiplying the number of special education program units maintained and operated by the amount per program established for that school year.

(c) Adding the amounts computed in paragraphs (a) and (b).

2. Except as otherwise provided in subsection 4, if the enrollment of pupils in a school district or a charter school that is located within the school district on the last day of the first school month of the school district for the school year is less than or equal to 95 percent of the enrollment of pupils in the same school district or charter school on the last day of the first school month of the school district for the immediately preceding school year, the largest number from among the immediately preceding 2 school years must be used for purposes of apportioning money from the State Distributive School Account to that school district or charter school pursuant to NRS 387.124.

3. Except as otherwise provided in subsection 4, if the enrollment of pupils in a school district or a charter school that is located within the school district on the last day of the first school



month of the school district for the school year is more than 95 percent of the enrollment of pupils in the same school district or charter school on the last day of the first school month of the school district for the immediately preceding school year, the larger enrollment number from the current year or the immediately preceding school year must be used for purposes of apportioning money from the State Distributive School Account to that school district or charter school pursuant to NRS 387.124.

4. If the Department determines that a school district or charter school deliberately causes a decline in the enrollment of pupils in the school district or charter school to receive a higher apportionment pursuant to subsection 2 or 3, including, without limitation, by eliminating grades or moving into smaller facilities, the enrollment number from the current school year must be used for purposes of apportioning money from the State Distributive School Account to that school district or charter school pursuant to NRS 387.124.

5. Pupils who are excused from attendance at examinations or have completed their work in accordance with the rules of the board of trustees must be credited with attendance during that period.

6. Pupils who are incarcerated in a facility or institution operated by the Department of Corrections must not be counted for the purpose of computing basic support pursuant to this section. The average daily attendance for such pupils must be reported to the Department of Education.

7. Pupils who are enrolled in courses which are approved by the Department as meeting the requirements for an adult to earn a high school diploma must not be counted for the purpose of computing basic support pursuant to this section.

Sec. 4. This act becomes effective on July 1, 2015.



SOMERSET ACADEMY OF LAS VEGAS

Supporting Document

Meeting Date: September 16, 2015
Agenda Item: 11 – Discussion Regarding Kindergarten Enrollment Plans for the 2016/2017 School Year.
Number of Enclosures:

SUBJECT: Discussion Regarding Kindergarten Enrollment Plans for the 2016/2017 Scholl Year.

Action
 Appointments
 Approval
 Consent Agenda
 Information
 Public Hearing
 Regular Adoption

Presenter (s): John Barlow, Ryan Reeves, Kristie Fleisher.

Recommendation:

Proposed wording for motion/action:

Fiscal Impact: N/A

Estimated Length of time for consideration (in minutes): 10-20 minutes

Background: Discussion regarding the plans for Kindergarten enrollment for the 2016/2017 school year.

Submitted By: Staff

SOMERSET ACADEMY OF LAS VEGAS

Supporting Document

Meeting Date: September 16, 2015
Agenda Item: 12 – Review and Approval of Submission of Read by 3 Grant.
Number of Enclosures: 1

SUBJECT: Review and Approval of Submission of Read by 3 Grant.

Action
 Appointments
 Approval
 Consent Agenda
 Information
 Public Hearing
 Regular Adoption

Presenter (s): John Barlow

Recommendation:

Proposed wording for motion/action:

Fiscal Impact: N/A

Estimated Length of time for consideration (in minutes): 5-10 minutes

Background: One of the requirements of the Read by 3 Grant submission is that the Board of Directors for the applying Charter approve the submission of the grant. The approval must be reflected in meeting minutes as well. As such, in order for Somerset Academy to submit this grant application, the Board of Directors must approve its submission.

Submitted By: Staff

REQUEST FOR APPLICATION

Nevada's *Read by Grade 3* Grant (Phase I)


<p>Application Due:</p> <p>September 22, 2015</p> <p>Funding Period: July 1, 2015 – June 30, 2016</p> <p>Applications: Must submit paper application.</p> <p>(Applications received after the deadline will not be reviewed)</p>	<p>Issued by:</p> <p>Nevada Department of Education Office of Student and School Supports</p> 
<p>Submit all questions in writing to: Janie Lowe Office of Student and School Supports Nevada Department of Education 700 East Fifth Street, Suite 113 Carson City, Nevada 89701 jlowe@doe.nv.gov</p>	<p>Submit Applications to: Debbie Berger Office of Student and School Supports Nevada Department of Education 700 East Fifth Street, Suite 113 Carson City, Nevada 89701</p>
<p>Restrictions/Conditions</p> <p>The grant application process is open to all Nevada school districts and charter schools that have been approved by the State Public Charter School Authority.</p>	

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APPLICATION GUIDANCE

I. RFA Overview

A. General Information about the *Read by Grade 3* Grant:

In 2015, the Nevada State Legislature established Senate Bill (SB) 391 to promote effective literacy instruction in grades K-3rd and ensure pupils achievement proficiency in the subject area of reading. Key elements of this legislation require school districts and governing bodies of charter schools sponsored by the State Public Charter School Authority (SPCSA) to develop plans to improve the literacy of students K-3rd grade, designate Learning Strategists to receive and provide professional development relative to reading and literacy, and implement intensive instructional programs to meet the needs of students who exhibit deficiencies in reading.

Senate Bill 391 also provides for the Nevada Department of Education (NDE) to distribute money that is appropriated through a competitive grants program. Districts/schools that receive a grant through SB 391 funds are required to use these funds for literacy programs in Kindergarten, 1st, 2nd, and 3rd grade classrooms and to support other school-based efforts to ensure that all pupils are proficient in the subject area of reading by the end of the third grade.

There will be two phases in implementing the *Read by Grade Three* legislation. During the 2015-2016 School Year, Phase I will focus on the following:

- Establishing and implementing district and governing body Year 1 plans to improve literacy;
- Awarding competitive grants for K-3rd grade literacy programs, totaling nearly \$5 million; and
- Finalizing regulations.

Phase II of *Read by Third Grade* will focus on the enhancement and full implementation of required programs and activities:

- Incorporation of the Nevada State Literacy Plan;
- Awarding of competitive grants for K-3rd grade literacy programs totaling over \$22 million;
- Finalized regulations; and
- Alignment of programs and services to support literacy instruction.

B. Funding Allocations:

The 2015 Nevada Legislative session allocated \$4,879,489 for Fiscal Year 2015-2016 and \$22,250,574 for Fiscal Year 2016-2017 to carry out the provisions of SB 391, the *Nevada Read by Grade 3 Act* (SB 515 - Section 26(1-3)). SB 515 further notes the following:

- Money appropriated must be appropriated in accordance with state law (NRS 353.150 to 353.246);
- Any balance of the money must not be committed for expenditure after June 30 of each respective fiscal year; and
- Any monies remaining must not be spent for any purpose after September 16, 2016 and September 15, 2017 respectively.

II. RFA Instructions & Requirements

A. Eligible Applicants:

All Nevada public school districts and charter schools that have been approved by the State Public Charter School Authority are eligible to apply for this grant.

B. Use of Funds:

Grant funds must be used for literacy programs for pupils enrolled in Kindergarten and grades 1, 2 and 3 established in accordance with a district's or the governing body of each charter school's plan to improve the literacy of pupils enrolled in K-3rd grade.

Funds must also be used to support other school-based efforts to ensure that all pupils are proficient in the subject area of reading by the end of the third grade. Such school-based efforts may include, without limitation:

- a) Hiring or training learning strategists;
- b) Entering into contracts with vendors for the purchase of reading assessments, textbooks, computer software or other materials;
- c) Providing professional development for school personnel;
- d) Providing programs to pupils before and after school and during intercessions or summer school; and
- e) Providing other evidence-based literacy initiatives for pupils enrolled in Kindergarten and grades 1, 2, and 3.

C. Review Criteria:

Review criteria can be found in the application rubric located in Appendix A of this grant application. A committee will review and score all applications according to the rubric. The strongest applications will be awarded funds. The NDE may choose to fund all, some, or none of an application’s total funding request.

The Nevada Department of Education will establish a panel of experts to review the *Read by Grade 3* applications. This review panel will, at a minimum, include a total of 3 members selected from the following areas:

- NDE K-3 literacy expert;
- NDE grant analyst;
- Nevada system of higher education K-3 literacy expert;
- K-3 primary stakeholder; and/or
- K-3 national expert.

D. Proposed Timeline:

Nevada’s <i>Read by Grade 3</i> Grant – Phase I - Proposed Timeline	
Date	Activity
August, 2015 – June, 2016	NDE provides technical assistance to awarded districts/schools.
August 27, 2015	Applications are made available to all eligible applicants.
September 4, 2015	RFA technical assistance webinar.
September 22, 2015	Applications are due to the Nevada Department of Education by 5:00 p.m.
September 23-30, 2015	Applications are reviewed by Review Committee members.
October 1, 2015	Names of awardees are announced. Grant awards distributed.
October 1, 2015	Approved applications begin implementation.
Spring, 2016	RFA for Phase II (FY 2016-17) extension is announced.
June 30, 2016	End of Grant Year– FY 16 Phase I.
July 1, 2016 (on or before)	Awardees prepare and submit a FY16 report to NDE.
August 31, 2016	NDE submits a preliminary report to the State Board of Education & the Legislative Committee on Education.
September 16, 2016	FY16 Final Financial Report is due to NDE. All unexpended funds revert back to the state.

November 15, 2016	NDE submits final report to the Governor & to the Director of the Legislative Counsel Bureau for transmittal to the 79 th Session of the Nevada State Legislature.
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E. Formatting Requirements:

All applications must be prepared in accordance with the following guidelines:

- Typed, double-spaced on 8 ½” x 11” white paper (without lines)
- Font-size is no less than 10 points.
- Include all required items in the specified order
- Staple applications with ONE staple in the upper left-hand corner of the page. Do not place copies of applications in binders.
- Number each page of the application consecutively, starting with the certification page as Page 1.
- The Application Narrative may not exceed 10 pages (Appendices are not included in the 10-page maximum).
- Applicants must submit an original copy with **required signatures in BLUE INK**, plus three (3) additional copies (4 TOTAL SETS).

All questions in the Narrative Section must be addressed completely, labeled accordingly, and in the order presented. Additional appendices or attachments are only allowed where indicated. Unsolicited attachments will not be reviewed. NDE reserves the right to require awardees to amend any and all applications before formal awards are made.

Applications must be received in the Office of School and Student Support **NO LATER THAN 5:00 P.M.** on **Tuesday, September 22nd, 2015**. Applications will not be accepted after this date. Faxed or electronic copies of applications will not be accepted. Submitted applications may not be changed and/or appended after submission.

Please mail or hand-deliver applications to:

Debbie Berger
Office of Student and School Supports
Nevada Department of Education
700 East Fifth Street, Suite 113
Carson City, Nevada 89701

APPLICATION

Section I: Applicant Information & Certification Nevada's *Read by Grade 3* Grant

**NDE READ BY GRADE 3 GRANT
APPLICANT INFORMATION & CERTIFICATION PAGE**

Return to: NEVADA DEPARTMENT OF EDUCATION
Office of Student and School Supports
700 East Fifth Street, Suite 113
Carson City, Nevada 89701

CERTIFICATION

I HEREBY CERTIFY that, to the best of my knowledge, the information contained in this application is correct.

The applicant designated below hereby applies for a subgrant of State funds to provide instructional activities and services to meet the educational needs of the K-3 students as set forth in this application. The local Board of Trustees or governing board of the applicant's organization has authorized me to file this application, and such action is recorded in the minutes of the agency's meeting held on _____ (Date).

This Plan may remain in effect for the duration of the authorization of the project, except as Amendments are determined necessary, and for Parts that require annual revision or a district may annually reapply.

Signature: _____ Date: _____
Superintendent of Schools

SECTION I – APPLICANT

Applicant/Fiscal Agent (Legal Name of Agency)	Proposed number of participants to be served: Yr. 1 Children ____; Teachers: ____
Mailing Address (Street, P.O. Box, City/Zip)	Plan for FY2016
	Plan Starting Date October 1, 2015

Name, title and phone number of authorized contact person	Plan Ending Date June 30, 2016
E-mail Address	

NEVADA DEPARTMENT OF EDUCATION USE

Date Received:	Obligation of this Application	\$_____
Reviewer's Signature:	Date:	

APPLICATION

Section II: Application Narrative

Application Narrative:

The maximum number of pages allowed for the Narrative section of the application is ten (10) pages (which does not include the required Appendices). Please address each of the questions below in the order it is presented.

1. Provide your district's/governing body's plan to improve the literacy of pupils enrolled in Kindergarten, 1st, 2nd and 3rd grades (SB 391, Section 5). The plan guidance can be found in this RFA's appendix. Please attach your plan to your application and label it "Appendix A."
2. Identify the schools that will be the focus of the Read by Third Grade grant efforts. Provide a listing of the data that was used to determine the need for each of the identified school. Please provide the following:
 - a. A list of selected school(s) categorized in order of priority (listing highest need school first).
 - b. Provide a listing of the data that has been used to determine the need for each participating school. This data must be based on one or more of the following:
 - i. Grade 3 CRT performance;
 - ii. Gap: performance on a reading assessment for a particular recognized subgroup that lags far behind an average;
 - iii. Status: performance or reading proficiency for whole populations;

- iv. Other measures locally derived that indicate a need in intensive support in reading, as contemplated in SB 391.
- *Please note: NDE anticipates receiving performance data based on locally administered assessments. All data provided to the Department to demonstrate need does not solely need to be grade 3 Criterion Referenced Test results.*
3. Identify and describe the selected Read by Third Grade school-based efforts, that have been aligned to the district's/governing body's plan will be implemented at each participating school.
 - a. The preferred Read by Third Grade school-based efforts (SB 391, Section 15(1)(a-e)) include the following:
 - i. Hiring and training learning strategists;
 - ii. Entering into contracts with vendors for the purchase of reading assessments, textbooks, computer software or other materials;
 - iii. Providing professional development for school personnel;
 - iv. Providing programs to pupils before and after school and during intercessions or summer school; and
 - v. Providing other evidence-based literacy initiatives for pupils enrolled in kindergarten and grades 1, 2 and 3.
 4. Identify the measurable performance objectives based on aggregated pupil achievement data that will be used to indicate the impact of the selected school-based efforts (SB 391, Section 15(2)(a)). These measurable performance objectives must align with the district's/governing body's Plan to Improve K-3 Literacy. At a minimum, use the *table below to provide measurable performance objectives that address both aggregated and disaggregated student data.

TEMPLATE FOR READ BY THIRD GRADE MPO TABLE:

READ BY THIRD GRADE MEASURABLE PERFORMANCE OBJECTIVES (MPO) TABLE (Based on Nevada State Board approved assessment)											
Grade Level	Number of Students Assessed	Aggregated Baseline Measure (all students)	Disaggregated Baseline Measure				Projected Aggregated Final Measure (all students)	Projected Disaggregated Final Measure			
			Deficient Students	English Learners	Exceptional Needs Students	Students in Poverty		Deficient Students	English Learners	Exceptional Needs Students	Students in Poverty
Kindergarten											
First											
Second											
Third											

**Table may be converted to an excel spreadsheet and attached to application as Appendix B.*

APPLICATION

Section III: Budget and Expenditure Summary

A. Budget Instructions:

Budget/Expenditure Summary: Complete this form, as appropriate. Please make sure that all figures and sums are accurate. Currently, only 9 school districts have a negotiated Indirect Cost Rate: Carson City, Churchill, Clark, Douglas, Elko, Mineral, Pershing, Washoe, and White Pine. Indirect costs are not allowable for community-based organizations and those school districts that have not negotiated an indirect cost rate with the Nevada Department of Education (NDE). The Budget/Expenditure Summary must have an original signature of a person who is authorize by the applicant to do so.

Budget Detail/Narrative: Complete this form, as appropriate. Please be certain that figures on the Budget Summary page match those figures provided on the Budget Detail/Narrative page. For the narrative portion, provide information that supports and justifies that expenditures are appropriate. Make sure that major costs of the project are aligned with the program goals and objectives. As a reminder, listed below are the following budget items to be considered:

B. NEVADA'S READ BY GRADE 3 Grant BUDGET/EXPENDITURE SUMMARY

All budget forms can be obtained by contacting the Nevada Department of Education fiscal office. Please note that column B, Supplemental Schedule, should **explain each item in specific terms**. All items must be named, directly related, and necessary to the operation of the program.

State or Federal Budget Expenditure Summary

Agency:		Project Number:	
Project Name:		Fiscal Year:	
Check One:	BUDGET: <input type="checkbox"/>	BUDGET AMENDMENT: <input type="checkbox"/>	FINAL REPORT: <input type="checkbox"/>

OBJECT	DESCRIPTION	INSTRUCTION COST	SUPPORT SERVICES	TOTAL
100	Salaries			
NARRATIVE: [For Narrative section, explain each item in specific terms. All items must be named, directly related, and necessary to the operation of the program.]				
200	Benefits			
NARRATIVE:				
300	Purchased Professional/Technical Services			
NARRATIVE:				
400	Purchased Property Services			
NARRATIVE:				
500	510 Student Transportation Services			
	580 Staff Travel			
	Other (520, 530, 540, 550, 560, 570, 590)			
	Total 500			
NARRATIVE:				
600	610 General Supplies (exclude 612)			
	* 612 Non-Technology Items of Higher Value			
	620 Energy			
	630 Food			
	640 Books and Periodicals (exclude 641)			
	641 Textbooks			
	650 Supplies - Information Technology Related (exclude 651, 652, 653)			
	651 Software			
	* 652 Technology Items of Higher Value			
	653 Web-based and Similar Programs			
Total 600				
NARRATIVE:				

800	810 Dues and Fees			
	890 Other Miscellaneous			
	Other (820, 830)			
	Total 800			
NARRATIVE:				
Subtotal 100 – 600 & 800				
** Approved Indirect Cost Rate: _____%				
700	730 Equipment			
	Other (710, 720, 740, 790)			
	Total 700			
	NARRATIVE:			
TOTAL				

- * All items of value must be itemized in the budget detail
- ** Indirect cost rates must be approved by the Department of Education before the awardee may budget for and charge those costs to the grant.

Signature of Authorized Agency Representative Date

Department of Education Use Only	
Initial	Date Approved

C. STATE OR FEDERAL FINAL REPORT OF EXPENDITURES

Supplemental Schedule/Detail *

Project Number/Name: _____

A Object Code	B Title of Position/Purpose of Time/Narrative **	C Project Time (FTE)	D Quantity	E Salary, Rental or Unit Cost	F Budgeted Amount	G Expended Amount
100						
200						
300						
400						
500-510 500-580 500- Other						
	500 - Category Subtotal				-	-
600-610 600-612 600-620 600-630 600-640 600-641 600-650 600-651 600-652 600-653						
	600 - Category Subtotal				-	-
800-810 800-890 800- Other						
	800 - Category Subtotal				-	-
	100 - 600 & 800 Total				-	-
700-730 700- Other						
	700 - Category Subtotal				-	-
Total					-	-

* If additional space is needed, duplicate this page and number the pages.

APPLICATION

Section IV: Assurances

ASSURANCES

If awarded this proposal, _____ makes the following assurances:
(Name of Applicant)

- To receive services funded by this project, students must be enrolled in a Nevada public district or charter school in the Kindergarten, first, second, and/or third grades.
- Each funded school district and governing body of a charter school sponsored by the SPCSA must adhere to the following, per SB391:
 - Designated Learning Strategist
 - Participation in the Statewide Evaluation System, including participation in tracking Read by 3 students and providing student data to identified independent evaluator
 - Provide required report information and data to the NDE including but not limited to:
 - Identification of the schools that received an allocation of money and the amount of money received by each school;
 - Description of programs or services for which the money was used by each school;
 - Number of students who participated in a program or received services;
 - Average expenditure per pupil for each program or service;
 - Data regarding the academic and linguistic achievement and proficiency of pupils who participated in such a program or received such services.
- Funds received under this program will be used solely for the purpose of supporting the activities as outlined in the attached proposal and RFA document in accordance with all applicable stated regulations and policy and procedures. Any grantee receiving funds for equipment of \$500 value or more may be required to return the equipment to the Department of Education if, for any reason, the program is discontinued, unless a request for exemption is approved in writing with specified conditions.
- Each project must participate in the statewide program evaluation system (annual and longitudinal); this includes using the outcome indicators and providing required data (e.g., pre/post test data, test data on longitudinal participants who are now in Kindergarten, 1st, 2nd, and 3rd grade, program data, etc.) to the NDE evaluator and the Department of Education. The applicant is required to use assessments that have been approved by the Nevada State Board of Education, by regulation.
- Money appropriated must be appropriated in accordance with state law (NRS 353.150 to 353.246);
- Any balance of the money must not be committed for expenditure after June 30 of each respective fiscal year;
- Any monies remaining must not be spent for any purpose after September 16, 2016 and September 15, 2017 respectively.

- Project personnel will attend the entirety of all required meetings and training sessions as required by the Nevada Department of Education (NDE).
- Funds received under this program will not be used for lobbying or to influence any federal or state agency or legislative staff involved in the award of such funding.
- The applicant organization will provide or continue to provide a drug-free workplace.
- A complete file will be established to include the approved application form, award document, approved revision (if any), verification of expenditures, logs of receipts and expenditures, correspondence, and final reports. This file shall be available for review by NDE project personnel or their authorized representatives upon request.
- A bookkeeping system will be developed to monitor receipts and expenditures by line item. Expenditures cannot exceed the approved budget in any line item without prior written approval from the Nevada Department of Education (NDE).
- Records shall be maintained in accordance with general accounting standards. Receipts, invoices, and/or computer printouts will be maintained to verify expenditures. Copies of this verification will be submitted to the NDE upon request.
- Travel claims will be maintained for any travel reimbursement made with project funds. (Per diem, mileage, and lodging payment are allowable only at state-approved rates.)
- All activities must take place within the funding period.
- An inventory of materials and supplies purchased through *Read by Grade 3* grant dollars shall be maintained and made available upon request.

Print or Type Name and Title:

Print or Type Name and Title:

Signature

Date

Signature

Date

Appendix A

Application Rubric

RUBRICS FOR PHASE I *READ BY GRADE 3* RFA Sections

Section I: Application Information and Certification Page

Maximum Points for this Section: 0 points

Although no points are allocated for this section, it is required that this section be properly completed by the applicant. All required signatures must be included.

Section II: Narrative of Proposed Program (*Maximum Number of Pages = 10 pages*)

Maximum Points Possible for this Section: 100 points

Points Awarded by Reviewer: _____

Snapshot of the RFA Narrative			
Question 1	Question 2	Question 3	Question 4
<i>Plan to Improve Literacy</i>	<i>Site Selection & Criteria</i>	<i>Implementation Efforts</i>	<i>Measurable Performance Objectives</i>

SECTION II – QUESTION 1: Literacy Plan (40 Possible Points)		
Level I 0-13 Points	Level II 13-26 points	Level III 27-40 Points

<ul style="list-style-type: none"> • 0-1 elements have been addressed in a complete fashion. • 0-1 elements have been written in a clear and concise fashion. • 0-1 elements have been written according to professional grant writing standards. • 0-1 elements demonstrate practical and attainable goals. • 0-1 elements are supported with evidence-based research. • No evidence that a representative literacy team composed the plan. 	<ul style="list-style-type: none"> • 2-3 elements have been addressed in a complete fashion inclusive of specific details. The remaining elements are incomplete. • 2-3 elements have been written in a clear and concise fashion. The remaining elements are unclear. • 2-3 elements have been written according to professional grant writing standards. The remaining elements demonstrate unprofessional writing. • 2-3 elements demonstrate practical and attainable goals. • 2-3 elements are supported with evidence-based research. • Minimal evidence that a representative literacy team composed the literacy plan. 	<ul style="list-style-type: none"> • All four elements have been addressed in a complete fashion inclusive of specific details. • All four elements have been written in a clear and concise fashion. • All four elements have been written according to professional grant writing standards. • All four elements demonstrate practical and attainable goals. • All four elements are supported with evidence-based research. • Maximum evidence that a representative literacy team composed the literacy plan.
Comments:		Total Points:

SECTION II – QUESTION 2: Site Selection & Criteria (20 Possible Points)		
Level I 0-6 Points	Level II 7-13 points	Level III 14-20 Points
<ul style="list-style-type: none"> • Selected schools demonstrated little to no need. • A list of selected sites has not been included and/or were not provided in priority order. • None of the NDE criteria for determining need were used. 	<ul style="list-style-type: none"> • Selected schools demonstrated some need. • List of selected sites is only partially complete and/or are not in priority order. • Criteria for determining need have minimal to no alignment with NDE identified criteria. 	<ul style="list-style-type: none"> • Selected schools demonstrated need. • A complete list of selected sites in priority order has been included. • All criteria for determining need have are aligned with NDE identified criteria.

Comments:	Total Points:
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SECTION II – QUESTION 3: Implementation Efforts (20 Possible Points)

Level I 0-6 Points	Level II 7-13 points	Level III 14-20 Points
<ul style="list-style-type: none"> • If selected, school-based efforts are poorly aligned to the district/charter school's plan to improve literacy. • School-based efforts are not clearly identified. • School-based efforts are minimally described. 	<ul style="list-style-type: none"> • Selected school-based efforts are fairly well aligned to the district/charter school's plan to improve literacy. • School-based efforts are fairly well identified and described. • School-based efforts are fairly well described. 	<ul style="list-style-type: none"> • Selected school-based efforts are fully aligned to the district/charter school's plan to improve literacy. • School-based efforts are clearly identified. • School-based efforts are clearly described.
Comments:		Total Points:

SECTION II – QUESTION 4: Measurable Performance Objectives Table (20 Possible Points)

Level I 0-6 Points	Level II 7-13 points	Level III 14-20 Points
-------------------------------	---------------------------------	-----------------------------------

<ul style="list-style-type: none"> • MPO Table includes none or a minimal amount of the required components (including aggregated data and disaggregated data). • MPO Table is not clear and is difficult to understand. • Identified measurable objectives do not align to the district/charter school literacy plan. • Identified measurable objectives pose no challenges for this district/charter school. • Identified measurable objectives would be impossible to attain by this district/charter school. 	<ul style="list-style-type: none"> • MPO Table includes some of the required components (including aggregated data and disaggregated data). • MPO Table is fairly clearly labeled and is somewhat easy to understand. • Identified measurable objectives somewhat align to the district/charter school literacy plan. • Identified measurable objectives pose weak challenges for this district/charter school. • Identified measurable objectives would be difficult to attain by this district/charter school. 	<ul style="list-style-type: none"> • MPO Table includes all required components (including aggregated data and disaggregated data). • MPO Table is clearly labeled and is very easy to understand. • Identified measurable objectives clearly align to the district/charter school literacy plan. • Identified measurable objectives pose achievable challenges for this district/charter school. • Identified measurable objectives are clearly attainable by this district/charter school.
Comments:		Total Points:

Section III: Budget Summary/Supplemental Schedule

Maximum Points Possible for this Section: 20 points

Points Awarded by Reviewer: _____

Budget & Budget Justification: 20 Possible Points		
Level I 0-3 Points	Level II 4-10 Points	Level III 11-20 Points
<ul style="list-style-type: none">• Budget and Schedule contained numerous errors;• Budget and Schedule total figures did not agree; and/or• Different information or figures included in the two documents.	<ul style="list-style-type: none">• All calculations on Budget were accurate;• All calculations on Schedule were accurate;• Total of all Schedules equaled Budget total; and/or• Included funds for required items.	<ul style="list-style-type: none">• Narrative section accurately reflects proposed program;• Appropriate breakdown and identification of admin, support & instruction expenses;• Narrative extensions were accurate and complete;• Budget contained only allowable expenses

Section IV: Assurances Certification

Maximum Points for Section: 0 points

Although no points are allocated for this section, failure to include signed Assurances makes applicant ineligible to receive funding.

Appendix B

Guidance Document for Plan to Improve K-3 Literacy

Senate Bill 391
Read by Grade 3
Literacy Plan Requirement

Guidance Document
for
Designing a
Plan to Improve K-3 Literacy
(for all Nevada school districts and charter schools)



Guidance Document Table of Contents	
Content	Page
Introduction: Senate Bill 391 – Read by 3 rd Grade	29
Plan to Improve the K-3 Literacy	29
Instructions	30
Element 1: Procedures for Assessing Student Proficiency in Reading	30
Element 2: Program of Intensive Instruction	30
Element 3: Improving Reading Proficiency of English Learners	30
Element 4: Learning Strategist and Classroom Teacher Collaboration	31
Appendices <ul style="list-style-type: none"> • Appendix A: Preliminary Version of Learning Strategist Practices (2015-2016) • Appendix B: Preliminary Reading Assessment List 	32

Introduction: Senate Bill 391 – Read by Grade 3

In 2015, the Nevada State Legislature established Senate Bill (SB) 391 to promote effective literacy instruction in grades K-3rd and ensure pupils achievement proficiency in the subject area of reading. Key elements of this legislation require school districts and governing bodies of charter schools sponsored by the State Public Charter School Authority (SPCSA) to prepare plans to improve the literacy of students K-3rd grade, designate Learning Strategists to receive and provide professional development relative to reading and literacy, and implement intensive instructional programs to meet the needs of students who exhibit deficiencies in reading.

There will be two phases in implementing the Read by Third Grade legislation. During the 2015-2016 School Year, Phase I will focus on the following:

- Establishing and implementing district and governing body Year 1 plans to improve literacy;
- Awarding competitive grants for K-3rd grade literacy programs, totaling nearly \$5 million; and
- Finalizing regulations.

During the 2016-2017 School Year, Phase II of Read by Third Grade will focus on the enhancement and full implementation of required programs and activities:

- Incorporation of the Nevada State Literacy Plan;
- Awarding of competitive grants for K-3rd grade literacy programs totaling over \$22 million;
- Finalized regulations; and
- Alignment of programs and services to support literacy instruction.

Plan to Improve the Literacy of Students K-Grade 3

Senate Bill (SB) 391 requires school districts and governing bodies of charter schools that are sponsored by the SPCSA to include specific elements in plans to improve the literacy of pupils enrolled in Kindergarten and grades 1, 2, and 3. Additionally, Pre-K programs and services (e.g., Title I, Early Childhood Special Education, State-funded Pre-K, etc.) provided by districts and governing bodies should also be included in the plan, as appropriate. The document for Phase I

of Read by Third Grade implementation will assist in guiding school districts and governing bodies to complete a plan that contains the requirements of SB 391.

Instructions:

Districts and governing bodies of charter schools must include, at a minimum, the following 4 elements in their plans to improve literacy for the 2015-2016 academic year. Completed plans are due to the Nevada Department of Education on or before December 1, 2015. For districts and governing bodies who will be applying for grant funding, plans are required as part of the grant application, which is due September 22, 2015.

**Technical assistance (TA) in plan development will be offered by Nevada Department of Education staff. A TA webinar on the Read by Third Grade Grant Application, including plan development, will be offered on September 4, 2015. Other future TA sessions are to be determined and will be announced on the NDE website as they become scheduled.*

Element 1: Procedures for Assessing Student Proficiency in Reading

Describe the procedures for assessing a pupil's proficiency in the subject area of reading using valid and reliable assessments that have been approved by the State Board of Education. Procedures should consider addressing the anticipated assessment schedule, identification of staff responsible for assessing students K-3, and notification of parents of students who demonstrate deficiencies (per SB 391 Section 8). At a minimum, the following assessment procedures must be addressed:

1. Identification of the valid and reliable assessments approved by the State Board of Education that will be used to determine deficiencies;
2. Assessing Kindergarten Students – within the first 30 days of school after the student enters kindergarten or upon enrollment in kindergarten if the student enrolls after that period; and
3. Assessing Students in Grades 1, 2, and 3 – within the first 30 days of school after entering assigned Grade or upon enrollment.

Element 2: Program of Intensive Instruction

Describe the program of intensive instruction that will be provided to students who have been identified as deficient in the area of reading and will ensure those students achieve adequate

proficiency in that subject area. The following required items must be included and addressed in the program description:

1. Regularly scheduled reading sessions in small groups; and
2. Specific instruction on phonological and phonemic awareness, decoding skills and reading fluency.

Element 3: Improving Reading Proficiency of English Learners

Describe the program to improve the proficiency in reading of students who are English Learners (EL). The following should be considered when describing English Learner programs:

1. English Learner proficiency level of each EL student;
2. Native Language literacy of each EL student;
3. Service design based on principles of second language acquisition; and
4. Alignment with the district's/governing body's English Learner policy per State Board policy criteria and English Mastery Council recommendations.

Element 4: Learning Strategist and Classroom Teacher Collaboration

Describe the procedures for facilitating collaboration between learning strategists and classroom teachers, Kindergarten – Grade 4. Consider addressing how learning strategists and classroom teachers will collaborate when implementing the required professional development classroom teachers must receive from the Learning Strategist and the Learning Strategists' identified duties and responsibilities as approved by the State Board of Education.

Appendices to the Guidance Document

Appendix A

Preliminary Version of Learning Strategist Practices

Page
34

(2015-2016 Academic Year)

S.B. 391-Read by Grade Three

NDE Preliminary Version of Learning Strategist Position for 2015-2016 School Year

S.B. 391 (Section 6.4. Item a.)	S.B. 391 (Section 6.4. Item b.)	S.B. 391 (Section 6.4. Item c.)
Professional development that a learning strategist must complete	Professional development that teachers must receive from the learning strategist	Duties and responsibilities of a learning strategist
<ol style="list-style-type: none"> 1. Nevada’s Pre-K Common-Core Crosswalk 2. Effective Implementation of the NVACS – K-4 and Anchor Standards 3. Nevada State Literacy Plan (NSLP) - Overview (Literacy Guiding Principles)/Birth –Pre-K & Elementary Age Bands 4. NEPF - Elementary Level 5. National Standards for Literacy Coaching (ILA) 6. How to be a Skillful Literacy Instructional Leader/Collaborator (Routman, Sweeney, & ILA) 7. How to effectively deliver and receive constructive feedback. 8. How to maintain collaborative and reflective communication. 9. How to be a skillful evaluator of literacy needs through the use of identified assessment tools & student data (formative, interim, summative). 10. How to maintain motivation and perseverance as a literacy coach. 11. Become knowledgeable on current K-4 evidence-based best practices in literacy instruction. 12. Become knowledgeable on current K-4 evidence-based best practices in literacy interventions. 13. Methods for facilitating the writing of a site- based literacy plan that aligns to the state literacy plan. 	<ol style="list-style-type: none"> 1. Nevada’s Pre-K Common-Core Crosswalk (Kindergarten teachers) 2. Effective Implementation of the NVACS - K-4 and Anchor Standards 3. NSLP - Overview (Literacy Guiding Principles)/ Birth –Pre-K & Elementary Age Band 4. How to effectively deliver and receive constructive feedback. 5. How to maintain collaborative and reflective communication. 6. How to be a skillful evaluator of literacy needs through the use of identified assessment tools & student data. 7. How to effectively collaborate with peers in data-based decision-making teams & overall literacy instruction. 8. How to implement current K-4 evidenced-based best practices in literacy instruction. 9. How to implement current K-4 evidence-based best practices in literacy interventions. 	<ol style="list-style-type: none"> 1. Read and implement the newly revised Nevada State Literacy Plan. 2. <i>NSLP Essential #1:</i> Demonstrate leadership abilities in organizing, implementing, and participating as a key player on the site-level instructional team. 3. <i>NSLP Essential #2:</i> Instructs K-4 educators: <ol style="list-style-type: none"> a. how to effectively use data to drive instruction. b. how to implement NVACS into teaching practice. c. how to use current research-based methods in literacy instruction. d. how to effectively assess students in need & provide evidence-based interventions. 4. <i>NSLP Essential #3:</i> Provide instruction on all identified assessments to K-4 instructors (formative, interim, & summative). 5. <i>NSLP Essential #4:</i> Plan, prepare, and conduct professional learning opportunities to support school-based personnel with effective practices in literacy instruction. 6. <i>NSLP Essential #5:</i> Provides parental literacy education and support (particularly for those students who have been identified as “at risk” in literacy.)

Appendix B

List of Approved Assessments (2015-2016)

State Board of Education July 23, 2015
Reading Assessment under S.B. 391

In order to establish a baseline of actual K-3 Reading assessments presently being used across Nevada’s 17 school districts and State Public Charter School Authority, NDE submitted an email query to each of the district superintendents during early July, 2015. Upon receipt of this information, NDE then created an inventory of K-3 reading assessments presently being utilized across the state. **NDE recommends that members of the Nevada State Board of Education approve the list (appearing bellow) of reading assessments presently being used in the field as the 2015-2016 K-3 Reading assessments.** This action will allow districts to comply with Senate Bill 391 Section 5. 1(b). [Should a district plan to use an assessment that is not included on the official NDE list, it must submit a request for use (with supportive evidence) to NDE who will then take its request to the State Board for official action.]

AimsWeb
Development Reading Assessment (DRA)
Dynamic Indicators of Basic Early Literacy Skills (DIBELS)
Easy CBM
English Language Proficiency Assessment (ELPA)
iReady
Measures of Academic Progress (MAP)
Phonological Awareness Literacy Screening (PALS)
Phonological Awareness Literacy Screening (KPALS) for Preschool
Renaissance STAR Early Literacy
Success for All (SFA)

**The State Board of Education
requested that Districts/Charter
Schools not enter into new
contracts for reading
assessment(s) in advance of
statewide engagement to
determine assessments for the
2016-2017 school year.**

SOMERSET ACADEMY OF LAS VEGAS

Supporting Document

Meeting Date: September 16, 2015 Agenda Item: 13 – Principal and Executive Director Reports. Number of Enclosures:
--

SUBJECT: Principal and Executive Director Reports
--

<input type="checkbox"/> Action
<input type="checkbox"/> Appointments
<input type="checkbox"/> Approval
<input type="checkbox"/> Consent Agenda
<input checked="" type="checkbox"/> Information
<input type="checkbox"/> Public Hearing
<input type="checkbox"/> Regular Adoption

Presenter (s): John Barlow / Principals

Recommendation:

Proposed wording for motion/action:

Fiscal Impact: N/A

Estimated Length of time for consideration (in minutes): 5-10 minutes

Background: Report on school happenings from Principals and Executive Director.

Submitted By: Staff
