

**NEVADA STATE HIGH SCHOOL  
Governing Body Budget Meeting  
Thursday, April 19, 2018, 7:15 p.m.  
Nevada State High School at Sunrise  
233 N Stephanie Street  
Henderson, NV 89074**

**MINUTES OF MEETING  
DRAFT**

**Members**

**Present:** Shane Zeller (Chair)  
Luke Adamo (Vice-Chair)  
Laurie Nanni (Clerk)  
Nohemi Garcia  
Luis Maceira  
Rocio Mejia  
Michael Pelham  
Saul Wesley  
Barbara Graham

**Members**

**Absent:**

**Others**

**Present:** Dr. John Hawk (Chief Operations Officer) Dr. Wendi Hawk (Chief Academic Officer), Erika Capulo, Liliana Saligan, Sindy Shell, Ted Weisman

**Call to Order/Roll Call/Pledge of Allegiance/Approval of a Flexible Agenda**

Mr. Shane Zeller called the meeting to order at 7:31 p.m. Rollcall was taken during Nevada State High School Flagship meeting. All members still present.

Luke Adamo moved to approve a flexible agenda. Saul Wesley seconded the motion. Motion carried unanimously. 9-0-0

At this time, agenda item 1 was opened.

**1) Public comments on any action item on the agenda**

There was no public present to comment on this item.

**2) Organizational update (Information/Discussion/Action)**

- a) **Grant update (John Hawk, network COO)**
- b) **Facility update (John Hawk, network COO)**

Dr. John Hawk gave an update on the Nevada State High School at Sunrise facility. He mentioned that he is looking for multiple locations around the Northeast of Las Vegas valley, that will match the prototype of 1200x1500 square foot. He also mentioned that there are three potential locations and he is confident to secure a location in a short amount of time.

Shane Zeller then expressed his concern on current Downtown students not being able to make it to the new location.

Dr. Sindy Shell responded to Zeller by telling him that the new location will be closer to the College of Southern Nevada campus and that will solve the transportation issue that students at the Downtown campus currently have.

Dr. Shell then moved to give an update about the CSP grant. This grant has three phases; planning, implementation 1, and implementation 2. Planning includes, building capacity, hiring an Educational Advising Coordinator and Director of Site Administrator; \$67,000 was awarded for this phase. Implementation 1 includes, marketing, furniture, and rental expenses; \$208,000 was awarded for this phase. Implementation 2 includes building in tune capacity; this phase was awarded \$19,000.

No motion was required on this item.

**3) Approval of Consent Agenda (Chair) (Information/Discussion/Action)**

**Information concerning the following consent agenda items has been forwarded to Governing Body members for study prior to the meeting. Unless a Governing Body Member or a member of the public has a question concerning a particular item and asks that it be withdrawn from the consent list, items are approved at one time by the Nevada State High School Governing Body.**

- a) **Approve NSHS school calendar and schedule for 2018-2019 school year NAC 387.120;**
- b) **Approve NSHS alternative schedule for 2018-2019 school year NRS 388A.366**

Dr. John Hawk indicated that items 3a-b need approval to move forward.

**Luke Adamo moved to approve items 3a-b. Saul Wesley seconded the Motion. Motion carried 9-0-0.**

**4) Approval of a list of 100-200 level college courses to count for high school credit using the compliance requirements of dual credit of NRS 389.160. (John Hawk, network Chief Operations Officer) (Information/Discussion/Action)**

Dr. John Hawk mentioned that NSHS needs a list of approved courses.

**Luke Adamo moved to approve item 4. Rocio Mejia seconded the Motion. Motion carried 9-0-0.**

**5) Approval of Nevada State High School to execute a promissory note with the school that would loan the Nevada State High School at Sunrise an amount of not more than \$100,000 at zero percent interest over a term of no more than 15 months with commencement date beginning prior to July 1, 2018. The school will request that a process for exchange and reimbursement of such funds to the Chief Operations Officer will be overseen and signed off by the school's Business Manager, and the schools legal counsel and/or accountant. The purposes of this request is a result of Nevada State High School at Sunrise potential of receiving start-up funds from the CSP grant. This will allow the school to secure "minimal" start-up supplies, dissemination of information, etc. while reimbursement requests can be made against any funds received from the grant. IMPORTANT: If NSHS at Sunrise fails to receive grant funds, then this loan may be withdrawn at the discretion of Dr. John Hawk. (John Hawk, network COO) (Information/Discussion/Action)**

Dr. John Hawk asked the governing board to approve item 5.

**Luke Adamo moved to approve item 5. Michael Pelham seconded the Motion. Motion carried 9-0-0.**

**6) Approval of the Nevada State High School at Sunrise to secure a location in East/North, Las Vegas to open school fall 2018. Tentatively, seeking the location at 2025 N Civic Center Dr North Las Vegas, NV**

**89030 with a NNN lease at or around \$4,984/mo. (2800 sq/feet) + \$675/mo. NNN with the landlord agree to put in tenant improvements allowance**  
**Board Member Comments**

Dr. John Hawk mentioned that the location he is seeking above is expensive and is looking to renegotiate the price to something lower. The location of the building is in a redevelopment, which is essentially a good fit for Nevada State High School at Sunrise.

**7) Board Member Comments**

Luis Maceira mentioned that NSHS staff has put a lot of thought into starting NSHS at Sunrise.

**8) Public Comments**

No comment

**9) Adjournment**

**Luis Maceira moved to adjourn the meeting. Laurie Nanni seconded the Motion. Motion carried 9-0-0.**

Meeting ended at 7:30pm

NEVADA STATE HIGH SCHOOL  
**Contract Between Administrator and Governing Body of Nevada State High School**  
State of Nevada, County of Clark

Anthony Gray, Director of Site Administration of Nevada State High School is the name of the employee and the terms and conditions of this contract follow the Negotiated Agreement contained herein. This is a Twelve-month per year position with optional benefits and a monthly base compensation of \$70000/year or \$35/hour. This base compensation excludes retirement benefits, performance pay, or reimbursements. This contract is for 7/16/2018 to 6/30/2019. This amount is used to comply with the Public Employees' Retirement System salary reduction filing, and the Employee's declaration of contributions and shall begin with the pay cycle that starts 7/16/2018 and is paid on 8/10/2018 all future cycles will run from the 1<sup>st</sup> to the 15<sup>th</sup> paid on the 25<sup>th</sup> and the 16<sup>th</sup> to the end of the month paid on the following 10<sup>th</sup> of the month. The annual salary is conditioned upon student enrollment count on 10/1/2018 and respective approved budget at the meeting of the Governing Body on 10/18/2018. In the case of an adjustment to the proposed budget presented by the school during April 2018, an amended contract will be in effect starting 10/1/2018.

**The Employee**

**WITNESSETH:** That the Employee and Members do hereby covenant, agree, and contract regarding employment for professional service with the Nevada State High School in accordance with the Laws of Nevada and the rules and regulations prescribed by the State Board of Education and State Superintendent of Public Instruction. This Agreement may be abrogated only as provided by the Nevada Revised Statutes, or by mutual consent, or as provided by the Negotiated Agreement portion of this contract. This contract is subject only to terms and conditions contained herein. The following terms, conditions, and documents referred to herein are made a part of this contract. This contract is the full and complete agreement of these parties.

**CONTRACT**

*Article I: Terms and Conditions*

1. The Employee cannot be legally employed in the public schools of Nevada unless the employee holds a valid Nevada License of appropriate classification or endorsement. The responsibility of proper licensing, at all times is the Employee's.
2. The Employee salary is subject to deductions as required by the United States or State of Nevada, and where applicable for group insurance and other deductions.
3. The School agrees to pay the employee the sum stated above in equal twice-monthly installments.
4. The Employee agrees to fully perform professional services in accordance with the terms and conditions of the Nevada State High School Charter Contract, the School's strategic framework, and this Negotiated Agreement of Nevada State High School.
5. The Employee shall not be entitled to receive full payment for his services unless the employee shall have performed this agreement in its entirety. Payment shall be made only for services rendered.
6. Any error(s) made in the compensation of the employee which occurs during the life of the contract may be adjusted at the Employer's complete discretion.
7. This is an at-will post probationary licensed employee position and this Employee may be suspended, demoted, dismissed, or not reemployed at any time.
8. The Employee reaffirms the oath to support the Constitution of the United States and the Constitution of the State of Nevada.
9. The terms and conditions of the Nevada Revised Statute, Nevada Administrative Code, and the Nevada State High School regulations, policies, procedures, processes, practices, and strategic framework as adopted and as amended from time to time during the term of this contract, are a part of this Agreement and are incorporated by reference as though fully set forth.

**AGREEMENT**

*Article I. Definitions*

1. The term "Members," as used in this Agreement, shall mean the Governing Body and the entity Nevada State High School.
2. The term "Employee" refers specifically to the individual written on the front of this Contract.
3. The term "Charter" is the Contract between the State Public Charter School Authority and the Members.
4. The term "School," as used in this Agreement, shall mean the Nevada State High School.

5. The term "School Year" shall be defined by NRS 388.080 stating the first day of July and shall end on the last day of June.
6. The term "Agreement" refers to the name of this section of the Contract between the Employee and the Members of the school.
7. The term "School Day" shall be defined as a day in which the Employee is required to be present on the job.
8. The term "Contract" refers to the terms and conditions set forth by which the Employee and the Members agree.

*Article II. Personnel Information*

1. The Employee may renegotiate the status of this Agreement annually by June 15<sup>th</sup>, but not later than July 10<sup>th</sup>; otherwise a holdover of the current agreement may be in effect and administration and staff may review budgets to renegotiate on or around October 1<sup>st</sup> of each year to adjust for higher or lower numbers of students. Annually, there is a standing holdover provision of pay from the previous fiscal year until July 15<sup>th</sup>. Any negotiated pay increases or reductions will begin starting on the July 16<sup>th</sup> pay cycle.
2. The School may maintain a personnel file on the Employee.

*Article III. Work Schedule*

1. The Employee covered by this Agreement shall be required to work at the work location a minimum work day of eight (8) hours excluding breaks and lunches.
2. The Employee covered by this Agreement shall find it necessary to work additional time at or away from School to maintain successful operations. Hourly employees MUST be given permission to log any hours above and beyond their monthly schedule of hours determined by the site administration. For hourly employees, the school administration will determine a monthly work schedule that may increase or decrease the number of hours worked.
3. The Employee covered by this Agreement shall be on an annual at-will Contract as specified by the contract as approved by the Members.
4. The Employee is granted Holiday's off including: Independence Day, Labor Day, Nevada Day, Veteran's Day, Thanksgiving (2 days), Christmas (2 days), New Year's Day, Martin Luther King Day, Presidents' Day, and Memorial Day.

*Article IV. Professional Compensation*

1. The Employee salary is a base compensation and is divided evenly over 24 pay periods for salaried employees and respective for the number of hours worked for hourly employees which may be prorated to reflect actual work completed and/or overtime.

*Article V. Benefits*

1. The Employee shall receive two (2) PTO days per month of employment for use at the approval of their supervisor and not to interfere with the School.
2. The Employee shall be reimbursed up to the maximum number of PTO days accumulated over 30 days at the rate of \$150/day made on the June 25<sup>th</sup> paycheck.
3. Under any circumstance of separation, termination or non-renewal of contract, the employee will NOT receive reimbursement for any balance of accrual of time.
4. The Employee shall be offered optional benefits through the School's chosen health care provider under the school's base plan. If chosen, then the employee will see the following payroll deductions each paycheck including: Healthcare: \$20/pay, Dental/Vision: \$5/pay, and LTD/STD/Life Insurance: \$2.50/pay.
5. The Employee may choose to upgrade their plan and the Employee is responsible coverage from the base plan amount. This follows if the Employee elects to have coverage through a spousal/similar plan as long as this option is cost neutral and billing is direct to NSHS.
6. The School is a choice agency and offers the option of employer paid or employee/employer paid contributions through the Public Employees Retirement System and as a benefit the school classifies hourly employees as part-time.

*Article VI. Course and Scope of Duties*

1. The School may progressively deal with incidents of non-serious nature by notifying, explaining, and assisting the Employee.
2. The School may terminate the Employee for incidents of serious nature including, but not limited to: unprofessionalism, felony, immorality, dishonesty, etc.

*Article VII. General Savings Clause*

1. If any provision of this Agreement or any application thereof the Employee is found contrary to law, then such provision or application shall be invalid and shall remain in effect only to the extent permitted by law; however, all other provisions or applications shall continue in full force and effect.

*Article VIII. Contract of Employment*

1. This Agreement when ratified by both parties shall be incorporated by reference and become a part of the Employee's Contract of employment.

*Article IX. Terms of Agreement*

1. This Agreement, when ratified by both parties, shall become effective and run through the dates of the stated Contract.
2. After ratification, this Agreement revokes and supersedes all prior agreements, including so-called side agreements.

**IN WITNESS WHEREOF**, the parties have subscribed their names in execution of this contract on the date subscribed by the employee.

  
\_\_\_\_\_  
Signature of the Employee for Nevada State High School

8/13/18  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of the Chair for Nevada State High School Board

\_\_\_\_\_  
Date

NEVADA STATE HIGH SCHOOL  
Contract Between Administrator and Governing Body of Nevada State High School  
State of Nevada, County of Clark

Christian McDonald, Educational Advising Coordinator of Nevada State High School is the name of the employee and the terms and conditions of this contract follow the Negotiated Agreement contained herein. This is a Twelve-month per year position with optional benefits and a monthly base compensation of \$48000/year or \$24/hour. This base compensation excludes retirement benefits, performance pay, or reimbursements. This contract is for 7/16/2018 to 6/30/2019. This amount is used to comply with the Public Employees' Retirement System salary reduction filing, and the Employee's declaration of contributions and shall begin with the pay cycle that starts 7/16/2018 and is paid on 8/10/2018 all future cycles will run from the 1<sup>st</sup> to the 15<sup>th</sup> paid on the 25<sup>th</sup> and the 16<sup>th</sup> to the end of the month paid on the following 10<sup>th</sup> of the month. The annual salary is conditioned upon student enrollment count on 10/1/2018 and respective approved budget at the meeting of the Governing Body on 10/18/2018. In the case of an adjustment to the proposed budget presented by the school during April 2018, an amended contract will be in effect starting 10/1/2018.

**The Employee**

**WITNESSETH:** That the Employee and Members do hereby covenant, agree, and contract regarding employment for professional service with the Nevada State High School in accordance with the Laws of Nevada and the rules and regulations prescribed by the State Board of Education and State Superintendent of Public Instruction. This Agreement may be abrogated only as provided by the Nevada Revised Statutes, or by mutual consent, or as provided by the Negotiated Agreement portion of this contract. This contract is subject only to terms and conditions contained herein. The following terms, conditions, and documents referred to herein are made a part of this contract. This contract is the full and complete agreement of these parties.

**CONTRACT**

*Article I: Terms and Conditions*

1. The Employee cannot be legally employed in the public schools of Nevada unless the employee holds a valid Nevada License of appropriate classification or endorsement. The responsibility of proper licensing, at all times is the Employee's.
2. The Employee salary is subject to deductions as required by the United States or State of Nevada, and where applicable for group insurance and other deductions.
3. The School agrees to pay the employee the sum stated above in equal twice-monthly installments.
4. The Employee agrees to fully perform professional services in accordance with the terms and conditions of the Nevada State High School Charter Contract, the School's strategic framework, and this Negotiated Agreement of Nevada State High School.
5. The Employee shall not be entitled to receive full payment for his services unless the employee shall have performed this agreement in its entirety. Payment shall be made only for services rendered.
6. Any error(s) made in the compensation of the employee which occurs during the life of the contract may be adjusted at the Employer's complete discretion.
7. This is an **at-will** post probationary licensed employee position and this Employee may be suspended, demoted, dismissed, or not reemployed at any time.
8. The Employee reaffirms the oath to support the Constitution of the United States and the Constitution of the State of Nevada.
9. The terms and conditions of the Nevada Revised Statute, Nevada Administrative Code, and the Nevada State High School regulations, policies, procedures, processes, practices, and strategic framework as adopted and as amended from time to time during the term of this contract, are a part of this Agreement and are incorporated by reference as though fully set forth.

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3. The term "Charter" is the Contract between the State Public Charter School Authority and the Members.
4. The term "School," as used in this Agreement, shall mean the Nevada State High School.

5. The term "School Year" shall be defined by NRS 388.080 stating the first day of July and shall end on the last day of June.
6. The term "Agreement" refers to the name of this section of the Contract between the Employee and the Members of the school.
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2. The School may maintain a personnel file on the Employee.

*Article III. Work Schedule*

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*Article IV. Professional Compensation*

1. The Employee salary is a base compensation and is divided evenly over 24 pay periods for salaried employees and respective for the number of hours worked for hourly employees which may be prorated to reflect actual work completed and/or overtime.

*Article V. Benefits*

1. The Employee shall receive one and a half (1.5) PTO days per month of employment for use at the approval of their supervisor and not to interfere with the School.
2. The Employee shall be reimbursed up to the maximum number of PTO days accumulated over 20 days at the rate of \$100/day made on the June 25<sup>th</sup> paycheck.
3. Under any circumstance of separation, termination or non-renewal of contract, the employee will NOT receive reimbursement for any balance of accrual of time.
4. The Employee shall be offered optional benefits through the School's chosen health care provider under the school's base plan. If chosen, then the employee will see the following payroll deductions each paycheck including: Healthcare: \$20/pay, Dental/Vision: \$5/pay, and LTD/STD/Life Insurance: \$2.50/pay.
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IN WITNESS WHEREOF, the parties have subscribed their names in execution of this contract on the date subscribed by the employee.

  
Signature of the Employee for Nevada State High School

Date

  
Signature of the Chair for Nevada State High School Board

Date

NEVADA STATE HIGH SCHOOL  
Contract Between Administrator and Governing Body of Nevada State High School  
State of Nevada, County of Clark

Noelle Stanley, Office Manager of Nevada State High School is the name of the employee and the terms and conditions of this contract follow the Negotiated Agreement contained herein. This is a Twelve-month per year position with optional benefits and a monthly base compensation of \$3000/year or \$15/hour. This base compensation excludes retirement benefits, performance pay, or reimbursements. This contract is for 7/16/2018 to 6/30/2019. This amount is used to comply with the Public Employees' Retirement System salary reduction filing, and the Employee's declaration of contributions and shall begin with the pay cycle that starts 7/16/2018 and is paid on 8/10/2018 all future cycles will run from the 1<sup>st</sup> to the 15<sup>th</sup> paid on the 25<sup>th</sup> and the 16<sup>th</sup> to the end of the month paid on the following 10<sup>th</sup> of the month. The annual salary is conditioned upon student enrollment count on 10/1/2018 and respective approved budget at the meeting of the Governing Body on 10/18/2018. In the case of an adjustment to the proposed budget presented by the school during April 2018, an amended contract will be in effect starting 10/1/2018.

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2. The Employee shall be reimbursed up to the maximum number of PTO days accumulated over 10 days at the rate of \$75/day made on the June 25<sup>th</sup> paycheck.
3. Under any circumstance of separation, termination or non-renewal of contract, the employee will NOT receive reimbursement for any balance of accrual of time.
4. The Employee shall be offered optional benefits through the School's chosen health care provider under the school's base plan. If chosen, then the employee will see the following payroll deductions each paycheck including: Healthcare: \$20/pay, Dental/Vision: \$5/pay, and LTD/STD/Life Insurance: \$2.50/pay.
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1. This Agreement, when ratified by both parties, shall become effective and run through the dates of the stated Contract.
2. After ratification, this Agreement revokes and supersedes all prior agreements, including so-called side agreements.

IN WITNESS WHEREOF, the parties have subscribed their names in execution of this contract on the date subscribed by the employee.

  
Signature of the Employee for Nevada State High School

7/5/18  
Date

\_\_\_\_\_  
Signature of the Chair for Nevada State High School Board

\_\_\_\_\_  
Date



July 22, 2018

Dr. John Hawk, Chief Operations Officer  
Nevada State High School  
233 N Stephanie St  
Henderson, NV 89074

**RE: Request for Additional Loan to Nevada State High School at Sunrise**

Dear Dr. John Hawk,

I would like to formally submit this request to the board for an additional loan of \$50,000 from Nevada State High School Flagship to Nevada State High School at Sunrise with the same terms and payable to the original loan agreement approved during the April 2018 Governing Body Meeting.

The original grant funding for the CSP Planning and Implementation was approved in April 2018 by NDE. The unforeseen delay in receiving funding from this grant encompasses but are not limited to: the Cost Allocation Policy review and the GPA from NDE resigning which has affected the processing time for Request for Funds submissions. As of this letter, the school has yet to receive funding from the grant. Because of the urgency of this matter, I am requesting that the \$50,000 additional loan be released to Nevada State High School at Sunrise on Monday, July 23, 2018.

The school intends to receive its first DSA funding in August 1. This additional loan request will put the school in a better financial position to move forward and allow for the processing of these grant reimbursements while allowing the school to prepare to the start of the Fall 2018 semester.

I am asking for ratification from the Board at their next scheduled Governing Body Meeting on August 16, 2018. Should you have any questions regarding this request, then please feel free to contact me.

Sincerely,

Erika Capulo  
Finance and Operations Director  
Nevada State High School

**APPROVED**

*By Johnathan D. Hawk at 10:40 pm, Jul 22, 2018*

CC: Wendi Hawk, Chief Academic Officer