

**NEVADA STATE HIGH SCHOOL
Public Board Meeting
Thursday, April 15, 2021, 6:30 p.m.
Nevada State High School
2651 N. Green Valley Pkwy, #106
Henderson, NV 89014**

**MINUTES OF MEETING (FLAGSHIP)
DRAFT**

Members

Present: (By teleconference due to COVID-19 pandemic)

Matthew Fox, Chair
Michael Pelham, Vice Chair
Nohemi Garcia, Clerk
Cathy Sterbentz
Barbara Graham
Beth Christian

Members

Absent: Kelly Moxley
Saul Wesley
9th Position Vacant

Others

Present: John Hawk, Chief Operation Officer
Wendi Hawk, Chief Executive Officer
Dr. Jesse Welsh, Chief Executive Officer
Ellen Ma, Finance and Operations Director
Cristal James, Marketing and Engagement Director
Andrea McDonald, Academics and Accountability Department
Danielle Jones, Director of Site Administration
Deborah Whitmoyer, Director of Site Administration
Sara Coombes, Director of Site Administration
Erika Capulo
Marian Tam Vo
Dayana Vidal

1). Call to Order, Roll Call, and Pledge of Allegiance.

Chair Fox called meeting to order at 6:31 p.m., with a quorum of six members present.

At this time, agenda item 2 was opened.

2). Public Comments #1.

Public comment will be taken during this agenda item regarding any item appearing on the agenda. No action may be taken on a matter discussed under this item until the matter is included on an agenda as an item on which action may be taken. See NRS 241.020. A time limit of three (3) minutes, subject to the discretion of the Chair, will be imposed on public comments. The Governing Body Chair may allow additional public comment at his/her discretion. Public Comment #2 will provide an opportunity for public comment on any matter not on the agenda.

No public comments.

- 3). **EXECUTIVE UPDATE: An update from members of the executive leadership team on the progress and performance of the school (*Information & Discussion*).**
- a. **CEO update on network performance (Jesse Welsh, CEO)**
 - b. **FOD update on employee performance incentives (Ellen Ma, FOD)**
 - c. **MED update on school recruitment and projections (Cristal James, MED)**
 - d. **AAD update on student scorecard progress FY2021 (Andrea McDonald, AAD)**
 - e. **COO update on legislative session (John Hawk, COO)**

3a) Jesse Welsh: outlined in initial entry plan, quickly developing familiarity with systems and processes at NSHS, our core values, the entrepreneurial operating system, and have completed all goals and objectives from first 90 days of initial entry plan. For the rest of the academic year, centering on maintaining enrollment and proportion of students earning 60 credits or their AA degree. Pleased to share that applications for the fall are well ahead of where we were last year. Have continued to implement the plan for filling vacant ED role and work with the Succession Advisory Team to identify a qualified candidate for DOO role. Despite COVID-19, we were able to meet a 98.5% overall participation rate in ACT testing.

3b) Ellen Ma: three different categories for performance incentives, which are student, parent, and school. For student, we had 21, for parents, we had 8, and for school, we had 94, and a total of 123 incentives. Status of all performances incentives: 100 complete, 16 in progress, and 7 incomplete, for a total of 123. Average Rate of All Completed Performance Incentives, 3.79. Average payout is \$769.69.

3c) Cristal James: marketing and engagement rock goal of 700 quality applications. Due to extra marketing done over winter break, we reached 200 applications on the first day of registration and have met the 700-application target early, on March 29th. There is an enrollment target of 1,195 for May 1st, 2022. And projecting with a 40% withdrawal rate and about 25% cancellation rate, we'll project we'll need 1,189 quality applications for this registration period.

3d) Andrea McDonald: Reporting on student scorecard data, January scorecard designation shows that students increased green by 40%. Looking at January scorecard, green is up to 45% (in detailed report, not summary), so we have had even more of an increase. This is due to sites encouraging students to retest to place higher in math courses and to attend tutoring

onsite and via Zoom and staff have been working with students to maintain quality portfolio items.

3e) John Hawk: Currently tracking 45 bills that are educational related but have narrowed it down to 6 bills. The most significant: AB419 and Senate Bill 172. Senate Bill 172 eliminates cooperative agreements with colleges, which is a lot of paperwork back and forth, in order to host and have our dual credit program (great thing for us). However, SB 172 is also increasing the amount of reporting we have to do. Another important thing in this bill is there is an amendment that allows for districts and charter schools to work together with others that have programs. AB 419, they're looking for more accountability – if you're an underperforming network, they're not going to allow to expand. If a small site was underperforming site, but everybody else in the network was a five-star school, they could prohibit expansion because of the one underperforming site. Important to staff and board to note: AB 235 is requiring all schools to host two events that are FAFSA related and to provide students for all students and report the kind of support provided to help fill out FAFSA.

- 4). **CONSENT AGENDA: 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 has a question concerning a particular item and asks that it be withdrawn from the consent list, items are approved at one time.**
(Matthew Fox, Chair) (For Possible Action)
- a. Approval of the meeting minutes from 1/14/2021
 - b. Approval of staff contracts that align with final budget
 - c. Approval and ratification of purchase orders PLCY_03.003 Article I Sec. 1.03
 - d. Approval that the board has received SPCSA Enrollment Report
 - e. Approval that the board has received SPCSA Financial Framework
 - f. Approve NSHS school calendar for 2021-2022 school year NAC 387.120;
 - g. Approve NSHS alternative schedule for 2021-2022 school year NRS 388A.366;
 - h. Approve NSHS governing body calendar for 2021-2022 school year;
 - i. Approve NSHS restorative discipline plan NRS 392.4644
 - j. Approve NSHS English Language (EL) Learner Policy

John Hawk – highlights, most is normal, schedules and calendars, and an updated list for purchase orders.

Matthew Fox moved to approve agenda item 4a-j). Vice Chair Pelham seconded the motion. Motion carried unanimously. 6-0-0.

- 5). **AMENDMENT TO SPCSA: Approval for Nevada State High School to defer opening the school's ninth (9th) location to fall 2022 in the zip codes 89030, 89032, 89121, or 89122. This approval also seeks approval from the board to send a "Good Cause Exemption" letter to SPCSA asking to locate the ninth location at the following: 4280 W Craig Rd, North Las**

Vegas, NV 89031 Suite 102 & 103. (John Hawk, Chief Operations Officer) (For Possible Action)

John Hawk: Amendment being submitted to the State Public Charter School Authority, letter JH plans to send. Location zip code is listed as 89031, and it's actually bordering on 89032, so we are asking for a Good Cause Exemption to our application submitted last year. This agenda item is asking the board to formally approve us not opening the school this coming school year but to defer until fall FY22 and for the Good Cause Exemption to locate it at this address here at 4280 West Craig Rd.

Matthew Fox moved to approve agenda item 5). Clerk Garcia seconded the motion. Motion carried unanimously. 6-0-0.

- 6). **BUDGET WORKSHOP: Approval of an amended final budgets for FY2021 and proposed tentative budgets for FY2122 under NRS 387.720 and scheduling for a public meeting date on May 13, 2021 regarding the possible adoption of final FY2021 and proposed tentative budget for FY2122 under NAC 387.725/NAC 387.720. (Jesse Welsh, Chief Executive Officer) (For Possible Action)**

Jesse Welsh: Sharing a few highlights, despite COVID-19 challenges, staffing for the CEO transition, and loss of CCR grant funds, anticipation for adverse impact on budget are unfounded. CSO FY21 budget retains a fund balance of 10% at \$1.4 million. Site budgets have proven strong as well. Three sites with start-up loans, Downtown Henderson, Northwest, and Meadowwood are poised to end current FY with ending fund balances that we anticipate will fully pay those loans off. Finally, despite the assumption of lower per pupil revenues for the upcoming year at \$6,900 per student, which was anticipated based on projections from SPCSA, and those due to COVID-19 and fiscal impact on state tax revenue, we've been able to balance all of our budgets with a 3% pending fund balance. And we also anticipate receiving a multitude of different COVID-19 funds from federal coronavirus stimulus efforts, that's ESSER2, there's an ESSER3 coming, and there's a GEER2 grant that is coming. Will be receiving more information on in the upcoming months.

Chair Fox moved to approve agenda item 7. Vice Chair Pelham seconded the motion. Motion carried unanimously. 6-0-0.

- 7). **EVALUATIONS AND CONTRACTS: Approval of annual administrative performance evaluations and future contracts in compliance with NAC 386.400 for the following:
(Matthew Fox, Chair) (For Possible Action)**
- a. Annual evaluations for FY2021 Wendi Hawk, CEO and John Hawk, COO
 - b. 90-day evaluation for FY2021 Jesse Welsh, CEO
 - c. Contract renewals for FY2122 Wendi Hawk, CEO and John Hawk, COO
 - d. Contract renewal for FY2122 Jesse Welsh, CEO

Chair Fox moved to approve agenda item 7a). Member Graham seconded the motion. Motion carried unanimously. 6-0-0.

7b) Chair Fox – addressing Dr. Welsh or Dr. Hawk, was this crafted or the narrative for this item evaluation, was it drafted similarly to agenda item 7a) in consultation with the leadership team? Dr. Hawk- that is correct.

**Chair Fox moved to approve agenda item 7b). Clerk Garcia seconded the motion.
Motion carried unanimously. 6-0-0.**

**Chair Fox moved to approve agenda item 7c). Member Graham seconded the motion.
Motion carried unanimously. 6-0-0.**

**Chair Fox moved to approve agenda item 7d). Member Sterbentz seconded the motion.
Motion carried unanimously. 6-0-0.**

- 8). **CRITICAL LABOR SHORTAGE: Approve PERS critical labor shortage <https://www.nvpers.org/public/employers/PERS%20Official%20Policies.pdf> in compliance with NRS 286.523 under PERS policy 10.34 for NSHS Chief Operations Officer. (Jesse Welsh, Chief Executive Officer) *(For Possible Action)***

Jesse Welsh: working with the Succession Advisory Team, we have taken significant steps to find candidates for COO position. To date, efforts have not yielded results. We are seeking approval from the governing body to identify this position as a Critical Labor Position. This allows us to attract or retain employees who may be active in the Nevada Public Employees Retirement System. Chair Fox: Would we be able to attract a retired NSHS employee with critical designation? Jesse Welsh: Yes.

**Chair Fox moved to approve agenda item 8). Clerk Garcia seconded the motion.
Motion carried unanimously. 6-0-0.**

- 9). **ORGANIZATIONAL STRUCTURE: Approval for Nevada State High School to structure each of its charter contracts as a 501c3 and work with its sponsor to revise the NSHS Bylaws to reflect two separate governing bodies with each body having seven voting members and an ex-officio non-voting parent member from the opposite county (ref. PLCY_03.001). (John Hawk, Chief Operations Officer) *(For Possible Action)***

John Hawk: My rock for the past 90 days with leadership team has been to come to this board with options, a minimum of two, on organizational structure. Looking to Chair Fox for help based on conversations he's been involved with, with the SPCSA. SPCSA is having some difficulty with there being a conflict with the law versus with the Nevada Administrative Code. Two things, the code says you must have a majority on the board be a resident of the county of which they're sponsored. Washoe County, we only have Member Moxley and Member Pelham, which are two of nine members, and that is coupled with the fact that we were sponsored as one

board with many schools. Current organizational structure is nine members, two contracts, this board of nine members hold the two contracts. Problem is there is never and can never be a majority of people over here and a majority of people from county in which Flagship is.

Option number one, we could operate as a state-wide board and we could push the envelope with the SPCSA. Might not be a bad thing. Dr. Welsh has been in conversation and found that there is a willingness from SPCSA to work with us. They didn't give suggestions on a solution to the problem. There was input from a lot of different people, including a consultant who happened to be with the SPCSA, to help us come up with option two, which is to operate as two separate boards while maximizing the number of overlapping members to ensure the mission and organizational alignment of school.

Could continue with option one as we are, pushing the envelope, but there's going to have to be a change with the Nevada Administrative Code. Or we could operate under a similar structure, outlined here, with two boards. What does this look like? For option two, there would be a total of eight members instead of nine. We currently have eight members on the board right now because we have not filled the position of Member Maceira. Four members would have to be from Washoe and four would have to be from Clark. Member Christian is our Clark parent member. We would have to insert Washoe parent member. Existing members from Washoe are Member Moxley and Vice Chair Pelham, and we would need to recruit a fourth member from Washoe, including the parent member. Member Garcia, Graham, and Fox are down here serving as Clark. Member Christian would still be on the board, voice would be heard, but would be a non-voting member of Washoe structure. Voting members are adjusted given the meeting sites. Looking to structure each of charter contracts as 501C3, need permission to go out and look for funding, and to work with a sponsor over the next year to reflect two separate governing bodies with each body having seven voting members and an ex-officio non-voting member, a parent member, from the opposite county.

Chair Fox: can you discuss the interplay with the 501C3 status in relation to the two separate boards? John Hawk: It's not going to impact anything in the way we operate, it's just going to give us the designation. Wouldn't change anything else other than the fact that we will have two 501C3's, one for Washoe County and one for Clark County. Vice Chair Pelham: Does JH believe that option two will allow for some larger growth? John Hawk: Believes there will be growth in Washoe, but not sure if it's going to be a direct result from changing board structure. Member Graham: Is this an acceptable model for SPCSA? Jesse Welsh: conversation had with Rebecca Feiden, she did not prescribe a specific methodology, but as long as we could figure it out so our governance structure was in compliance, she could support it. Chair Fox: For clarity of the record, can we maybe clarify that we're not considered out of compliance at this point, or are they saying that we need to "come into compliance" by the next approval date? Jesse Welsh: It was not identified we were out of compliance, and there was not a specific time frame outlined as to when that would be resolved. Rebecca said as long as we are making progress and figure it out sometime over the next year, that would be good. There is flexibility. John Hawk: To answer Member Graham, I believe this is something they will embrace. I'm reluctant to go to them and keep getting shut down with no resolution. I would rather go through the board first. It comes with a bit more leverage when you can say it has been vetted through the board. John Hawk: Will vacancy be filled for Member Maceira? Do I have permission from the board to hold off on filling our ninth seat at this time? Chair Fox- amends agenda item to also approve the COO to hold off on filling open vacancies.

Chair Fox moved to approve agenda item 9). Member Graham seconded the motion. Motion carried unanimously. 6-0-0.

- 10). **MANAGEMENT DECISIONS: Approval of Nevada State High School administration to purchase items, hire part-time/full-time personnel and/or professional services at the school that include, but are not limited to teacher(s), staff position(s), student worker(s), counselor(s), nurse(s), other professional staff to assist with the efficient or successful operation of the school. Administration will seek ratification of any such major equipment, supplies, position and/or service at a subsequent meeting for final approval**

This is notification to indicate that the Governing Body may decide to have certain committees under Article III Section 9 of the Bylaws (3.10_0R). If requested, the administration will work with such a committee to seek recommendations for effective and efficient operation of the school

(John Hawk, Chief Operations Officer) (*For Possible Action*)

John Hawk: Asking for approval on standing agenda item every April, asking for discretion over the interim of our next board meeting, which wouldn't be until August, for the approval of the NSHS administration to purchase items, hire part-time/full-time personnel and/or staff. Looking to seek ratification at August meeting.

Chair Fox moved to approve agenda item 10). Clerk Garcia seconded the motion. Motion carried unanimously. 6-0-0.

- 11). **Board Member Comments**

John Hawk: Sharing comment for Member Moxley, he wanted to commend each of the sites and the FOD Department for reducing the amount of per-pupil money for next year based on uncertainty with the new funding model and how we were able to still protect the total margin of 3% or more across the board.

- 12). **Public Comments #2.**

Public comment on any matter will be taken during this agenda item. No action may be taken on a matter raised under this item until the matter is included on an agenda as an item on which action may be taken. See NRS 241.020. A time limit of three (3) minutes, subject to the discretion of the Chair, will be imposed on public comments. The Governing Body Chair may allow additional public comment at his/her discretion.

No public comments.

- 13). **Adjournment**

Meeting ended at 7:12 p.m.

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

Dwight Reynolds, Educational Advising Coordinator of Nevada State High School (hereafter referred to as NSHS), 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 \$53,000/year or \$26.50/hour. This base compensation excludes retirement benefits, performance pay, or reimbursements. This duration of this contract is from 5/1/2021 to 6/30/2021. The contract amount is used to comply with the Public Employees' Retirement System (PERS) salary reduction filing and the Employee's Declaration of Contributions and shall begin with the pay cycle beginning 5/1/2021 that is paid 5/25/2021. All future cycles will run from the 1st to the 15th then paid on the 25th and the 16th to the end of the month then paid on the 10th of the following month. The annual salary is conditioned upon student enrollment count on 10/1/2021 and respective approved budget at the meeting of the Governing Body on 10/21/2021. In case of an adjustment to the proposed budget presented by NSHS during the April 2021 meeting, an amended contract will be in effect starting 10/1/2021.

EMPLOYEE

WITNESSETH: That the Employee and Members do hereby covenant, agree, and contract regarding employment for professional services with NSHS 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 employed by Nevada public schools unless the employee possesses a valid Nevada License of appropriate classification or endorsement. The Employee is responsible for proper licensing.
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. NSHS agrees to pay the employee the sum stated above in equal twice-monthly installments.
4. The Employee agrees to fully perform professional services consistent with the terms and conditions of the NSHS Charter Contract, NSHS's strategic framework, and this Negotiated Agreement of NSHS.
5. The Employee shall not be entitled to receive full payment for 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 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 NSHS 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 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 NSHS.
2. The term "Employee" refers specifically to the individual identified 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 Year" shall be defined by NRS 388.080 stating the first day of July and shall end on the last day of June.
5. The term "Agreement" refers to this section of the Contract between the Employee and NSHS Members.

6. The term "School Day" shall be defined as a day in which the Employee is required to be present on the job.
7. 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 15th, but not later than July 10th, otherwise a holdover of the current agreement may be in effect and administration and staff may review budgets to renegotiate on or around October 1st of each year to adjust for higher or lower students attendance. Annually, there is a standing holdover provision of pay from the previous fiscal year until July 15th. Any negotiated pay increases or reductions will begin starting on the July 16th pay cycle.
2. NSHS will 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 beyond their monthly hourly schedule as determined by site administration. For hourly employees, NSHS administration will determine a monthly work schedule that may increase or decrease 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 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 NSHS scheduled operations.

2. The Employee shall be reimbursed up to the maximum number of PTO days accumulated over 20 days at the rate of \$100/day annually on the June 25 payroll.

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 NSHS's chosen health care provider under the NSHS's base plan. If chosen, the employee will incur 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 for all coverage from the base plan amount. This follows if the Employee elects to have coverage through a spousal/similar plan if this option is cost neutral and billing is direct to NSHS.

6. NSHS is a choice agency and offers the option of employer paid or employee/employer paid contributions through PERS and as a benefit NSHS classifies hourly employees as part-time.

Article VI. Course and Scope of Duties

1. NSHS may progressively deal with incidents of non-serious nature by notifying, explaining, and assisting the Employee.
2. NSHS 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 from the date of signing through 6/30/2021.
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

4/28/21

Date

Signature of the Chair for Nevada State High School Board

Date