

LEGAL PREP CHARTER ACADEMY NEVADA, INC.

Board of Directors October 22, 2026 Meeting Notice and Agenda

NOTICE OF VIRTUAL MEETING AND INSTRUCTIONS FOR PUBLIC COMMENT

Date: October 22, 2026

Time: 4:00 pm PT

Meeting Link to Fully Virtual Meeting via Zoom:

<https://us06web.zoom.us/j/82826933843?pwd=332Mb63gWznGa66y3u0jks0AdWNxE1.1>

Meeting ID: 828 2693 3843

Passcode: 232556

For telephone Access Use:

+16469313860,,82826933843# US

How to Attend:

This meeting will be conducted entirely via a remote technology system. Members of the public are encouraged to attend and observe the meeting online or by telephone using the access credentials provided above. For copies of documents referenced in the agenda and/or accessibility accommodations, please contact Laura Miller at Vegas@legalprep.org or 4319 W. Washington Blvd., Chicago, IL 60624. The referenced materials also are maintained on the school's website and can be found at <https://legalprep.org/vegas/>.

Instructions on how to participate during the public comment sections can be found at the end of this agenda.

Agenda

- I. Roll Call
- II. Minutes: For Possible Action: Motion to Approve September 14, 2026 Board Minutes (previously circulated)
- III. Public Comment
- IV. Board Business
 - a. Governance
 - i. For Possible Action: Motion to elect the following Board members for the term ending 6/30/2027:
 1. Matt Furton
 2. Kamalisha Green
 3. Ray Johnson
 4. Genyne Malin
 5. Andre Ponder
 6. Andrew Popescu
 7. Della Scott
 - ii. For Possible Action: Motion to elect the following Officers for the term ending 6/30/2027:
 1. Kamalisha Green - President

LEGAL PREP CHARTER ACADEMY NEVADA, INC.

2. Matt Furton - Secretary
 3. Andrew Popescu - Treasurer
 - iii. For Possible Action: Acceptance of the resignations of M. Almazan, S. Finkelstein, and L. Miller as Board members. S. Finkelstein shall remain CEO and L. Miller shall remain CDO of the Corporation.
 - iv. For Discussion Only: Board Responsibilities and Training Requirements (Pre-Opening trainings schedule, circulated) - may be taken out of order and/or deferred until after item b(1)
 - b. Academic Excellence
 - i. For Discussion Only: Update on Pre-Opening Activities (Award Notice and action memo circulated)
 - ii. For Discussion Only : Recruitment consultant services.
 - iii. For Possible Action: Motion to approve Planning and Implementation Services Agreement between LPCA and LPCAN (circulated)
 - c. Operations - For Possible Action: Update on status of facilities negotiation; motion to authorize CEO to execute lease agreement for 2525 Emerson Avenue.
 - d. Finance
 - i. For Possible Action: Update on CSP funding and bridge financing, including consideration of authorization for the CEO to continue negotiations and pursue bridge financing through Building Hope Foundation and/or 22Beacon, subject to subsequent Board approval of final loan terms and documents.
 - ii. For Discussion Only: Update on Opp 180 - year 0 grant (awarded)
 - iii. For Discussion Only: Update on status of state tax exempt filing
 - iv. For Possible Action: Motion to authorize the filing of the Form 990-N (Annual Electronic Notice for Small Tax-Exempt Organizations with gross receipts of less than \$50,000) for the year ending June 30, 2026.
- V. Approval of Future Board Meeting Schedule
- a. For Possible Action: Selection of remaining dates/times of Board meetings (at least quarterly) for the term ending June 30, 2027, including the following suggested dates/times or as decided by the Board:
 - i. December 3, 2026 (4:00 pm PT)
 - ii. January 7, 2027 (4:00 pm PT)
 - iii. March 4, 2027 (4:00 pm PT)
 - iv. May 20, 2027 (4:00 pm PT) (annual meeting)
- VI. Public Comment
- VII. Adjournment

Agenda Management Notice

During the meeting, the Presiding Officer may:

- Take items out of order as listed on this agenda.
- Combine two or more items for consideration.
- Remove an item from the agenda or delay discussion relating to an item at any time.

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Instructions for Public Comment:

Public comment may be made by the public in the following ways:

- **Live Virtual Public Comment:** To provide live public comment during the designated periods on the agenda, please join the virtual meeting using the link above. When the Presiding Officer opens the public comment period, please use the "Raise Hand" feature in the application. You will be unmuted when it is your turn to speak.
- **Live Telephone Public Comment:** To provide public comment via phone, dial the call-in number provided above. When public comment is opened, press [*9] on your phone keypad to raise your hand. You will be called upon by the last four digits of your phone number and unmuted when it is your turn to speak.
- **Written Public Comment:** Written comments may be submitted in advance of the meeting by emailing nevada@legalprep.org or by mailing comments to 4319 W. Washington Blvd, Chicago, IL 60624. Written comments received by 8:00 AM Pacific Time on the day of the meeting will be distributed to the Board before the meeting. Comments received afterward will be handled in accordance with applicable public records and meeting requirements.

Rules for Public Comment:

- Public comment will be accepted during both designated public comment periods on any matter within the jurisdiction of the Board, including items listed on this agenda.
- Public comment is limited to three (3) minutes per speaker.
- Action may not be taken on any matter raised during a public comment period until the matter itself has been specifically included on an agenda as an item upon which action may be taken.
- The Presiding Officer may enforce reasonable, viewpoint-neutral restrictions to maintain an orderly meeting, including addressing comments that are outside the jurisdiction of the Board, unduly repetitious, or disruptive. Public comment will not be restricted based on the viewpoint expressed.

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CERTIFICATE OF POSTING

I hereby certify that on the date and time listed below, I posted or caused to be posted a true and correct copy of this Notice and Agenda at electronic locations listed below in accordance with Nevada Revised Statutes Chapter 241.

Electronic Locations:

- **School Website:** www.legalprep.org/vegas
- **State of Nevada Public Notice Website:** notice.nv.gov

Name of Person: ____Laura Miller____

(Please Print)

Title/Position: ____Chief Development Officer____

Signature: 

Date by which all Postings occurred: ____10-16-2026__

Time by which Postings were completed: ____12:45__ PM

LEGAL PREP CHARTER ACADEMY NEVADA, INC.

Draft - Legal Prep Charter Academy Nevada's September 2026 Meeting Minutes

A meeting of the Board of Directors (the "Board") of Legal Prep Charter Academy Nevada, Inc. ("LPCAN"), as previously noticed, was held at 11:30 am CT on September 14, 2026, at 4319 W. Washington Blvd., Chicago, IL 60624.

Roll Call

The meeting was called to order at 11:30 am CT. The following members of the Board, constituting a quorum (and all members) of the Board, were present: Sam Finkelstein, Melissa Almazan and Laura Miller. No members of the public were present.

Minutes

A motion to approve the minutes of the May 11, 2026 board meeting was made by Sam Finkelstein and seconded by Melissa Almazan and unanimously approved by the Board.

Board Business

Academic Excellence and Operations - A discussion was had on the pre-opening activities, including deadlines for compliance. A pre-opening meeting is scheduled for October 13, 2026.. A services support agreement between LPCA and LPCAN will be drafted to cover the planning year (Year 0) as well as first years of operation. The contractual arrangement with and responsibilities of the principal for Year 0 is also being documented. A discussion was had regarding the consulting services for recruitment support to be provided by Mariposa, through Opportunity 180 funding.

Governance - A discussion was had regarding the qualifications of the proposed board members. A vote on the new board members to complete the term ending June 30, 2027, will occur at the October Board meeting.

On motion of Laura Miller and seconded by Sam Finkelstein, additional board meetings were scheduled for October 22 and December 3, 2026 at 4:00 PT, subject to the availability of the proposed board members. The motion passed unanimously.

A discussion was had recognizing that the currently scheduled board meetings are: January 11, 2027, March 8, 2027, and May 10, 2027 (Annual Meeting), which dates and times may change when the additional board members are seated.

Finance - A discussion was had regarding the timing of the CSP grant process and the status of the Opportunity 180 Year 0 grant application. A discussion also was had regarding the pursuit of bridge loan and operating capital financing through private lenders, including Building Hope Foundation and 22Beacon, as previously authorized by the Board.

Adjournment

There being no further business to be transacted, a motion to adjourn the meeting was made by Melissa Almazan and seconded by Sam Finkelstein. The motion passed unanimously, and the meeting concluded at 12:10 am CT.

LEGAL PREP CHARTER ACADEMY NEVADA, INC.

Respectfully Submitted,

DRAFT

Laura Miller, Secretary

2026 – 2027 Pre-Opening Trainings for New Schools and New Staff

Purpose

The SPCSA will provide a series of trainings intended to provide background information and baseline knowledge to key personnel at new charter schools. These trainings are ***required*** for the relevant staff at new charter school campuses and can be made available to the staff at existing schools, including new staff at existing schools, as needed.

Logistics & Expectations

- In general, trainings will take place virtually via Microsoft Teams. School staff (and in some cases board members) are required to attend these trainings live unless they have communicated with SPCSA staff in advance regarding a conflict. In certain circumstances, trainings or training components may be provided asynchronously via video recording. Regardless of the format of the training, participants will complete an online form to confirm completion of each required training.
- For live virtual trainings, meeting invitations will be sent by SPCSA staff to the school leaders for all new schools. School leaders are responsible for forwarding these invitations to applicable board members and staff. ***Any conflicts should be communicated in advance to the applicable SPCSA staff.***

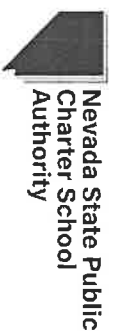
All training recordings and materials can be found on the 2026 – 2027 Pre-Opening Trainings Canvas website here: <https://spcsa.instructure.com/courses/334>



Schedule

Training	Date	Time	Audience	SPCSA Staff
November 2026				
Fiscal Policies and Procedures Kick Off	November 5, 2026	1:00pm – 2:00pm	School Leaders; Board Members; Staff with financial responsibilities; Backoffice service provider; EMO/CMO financial staff	Kimm Rombarido Selcuk Ozdemir Grant Unit Staff Monitoring and Evaluation Staff
December 2026				
Dual Credit & Career and Technical Education (CTE)	December 9, 2026	1:00pm-2:00pm	School Leaders of schools serving High School Students	Sara Jorgensen
Bylaws Training	December 17, 2025	6:00pm – 7:00pm	Board Members; School Leaders	Melissa Mackedon Samantha King Powell
January 2027				
Student Enrollment (Lotteries, Enrollment Paperwork, Enrollment Audits)	January 7, 2027	1:00pm – 2:00pm	School Leaders; Registrars	Katie Broughton Marinna Cutler
SPCSA Governance Standards	* January 14, 2026	6:00pm – 7:00pm	* Board Members; School Leaders <i>Pursuant to NRS 388A.224, each charter school board member must complete governance training provided by the SPCSA or a trainer approved by the SPCSA before the opening of a new charter school, and every three years thereafter. This training fulfills this statutory requirement.</i>	Melissa Mackedon Samantha King Powell
Special Education and IDEA Program Services for School Leaders	January 21, 2026	10:00am – 11:00am	School Leaders; Program/Instructional Staff	Jackie Working Megumi Cramer
Open Meeting Law Training	January 28, 2027	6:00pm – 7:00pm	Board Members; School Leaders	Melissa Mackedon Samantha King Powell

Training	Date	Time	Audience	SPCSA Staff
February 2027				
Financial Management for New Charter School Boards	February 10, 2027	4:00pm – 5:00pm	School Leaders; Board Members; Staff with financial responsibilities; Back office service provider; EMO/CMO financial staff	Katie Broughton Dusty Casey
Serving Students in Foster Care and Homeless Students & Title I Program	February 18, 2027	10:00am – 11:00am	School Leaders; Title I Coordinator; Continuous Improvement Team Lead	Brettani Weinhold
School Performance Plan Requirements	February 25, 2027	10:00am-11:00am	School Leaders	Brettani Weinhold
March 2027				
English Language Learners (ELL)	March 4, 2027	10:00am-11:00am	School Leaders; ELL Coordinator/Facilitator	Lidia Sedano
April 2027				
Ethics Training	April 8, 2027	6:00pm – 7:00pm	Board Members; School Leaders	Melissa Mackedon Samantha King Powell
May 2027				
Reporting Requirements and Epicenter	May 6, 2027	10:00am – 11:00am	School Leaders; Administrative Staff; EMO/CMO; Any additional individuals who will be submitting reporting and compliance items	Molly Burkhardt Kristyn Smithwick Danny Peltier
Amendments Process and Procedures	May 20, 2027	10:00am – 11:00am	School Leaders	Danny Peltier Katie Broughton
June 2027				
Introduction to Education Grants Management	June 3, 2027	10:00am – 11:00am	School Leaders; Grant Manager; CFO or business staff; EMO/CMO; Financial services provider	Kimm Rombardo Grant Unit Staff
Accountability and Assessment Orientation	June 10, 2027	10:00am – 11:00am	School Leaders; Staff responsible for assessments, accountability, data, and reporting	Brandon Gaytán Lara O'Mara Mary Holsclaw



Training	Date	Time	Audience	SPCSA Staff
Nevada School Performance Framework (NSPF)	June 17, 2027	10:00am – 11:00am	School Leaders; Staff responsible for assessments, accountability, data, and reporting; <u>Optional for School Board Members</u>	Brandon Gaytán Lara O'Mara
Introduction to the Grant Management System	June 24, 2027	10:00am – 11:00am	School Leaders; Grant Manager; CFO or business staff; EMO/CMO; Financial services provider	Kimm Rombarido Grant Unit Staff
July 2027				
Infinite Campus Coding	July 8, 2027	10:00am-11:00am	School Leaders; Registrars	Brandon Gaytán Manisha Miriyala School Support Staff
SPCSA Academic Performance Framework	July 15, 2027	10:00am – 11:00am	School Leaders; <u>Board Members</u> ; Staff responsible for assessments, accountability, data, and reporting	Brandon Gaytán Lara O'Mara
SPCSA Financial and Organizational Performance Frameworks	July 22, 2027	10:00am – 11:00am	School Leaders; <u>Board Members</u> ; Staff with financial responsibilities; Back office service provider; EMO/CMO financial staff	Nate Hanson Danny Peltier
August 2027				
Special Education and IDEA Program Services for Special Education Staff	August 24, 2027	2:00pm-3:00pm	School Leaders; School program staff; special education facilitator; special education teacher	Jackie Working Megumi Cramer
September 2027				
Overview of Risk Based Monitoring (RBM)	September 7, 2027	10:00am – 11:00am	School Leaders; Staff that have leadership roles and additional individuals who will be submitting reporting and compliance items	Patty Camacho Deana Wilson Selcuk Ozdemir
Overview of Site Evaluation	September 8, 2026	10:00am – 11:00am	School Leaders; Staff that have leadership roles/any additional individuals who will be supporting the site evaluation process	Gretchen Pfahler John Piliotin Denise Shaw Selcuk Ozdemir

**The NV PERS Staff typically hosts training in the summer for new schools to learn about key processes related to the Public Employee Retirement System. Information regarding those training courses will come directly from PERS.

Joe Lombardo
Governor

STATE OF NEVADA

Melissa Mackedon
Executive Director



STATE PUBLIC CHARTER SCHOOL AUTHORITY

**3427 Goni Road, Suite 103
Carson City, Nevada 89706-7972
(775) 687-9174 · Fax (775) 684-8020**

**500 East Warm Springs, Suite 116
Las Vegas, Nevada 89119-4344
(702) 486-8895 · Fax (702) 486-5543**

Via Electronic Mail

September 2, 2026

Samuel Finkelstein
4319 W. Washington Blvd
Chicago, IL 60624
sfinkelstein@legalprep.org

Re: Legal Prep Charter Academy New Charter School Application

Dear Samuel Finkelstein,

As you are aware, at the August 27, 2026, State Public Charter School Authority ("SPCSA") Board meeting, the SPCSA Board voted to approve Legal Prep Charter Academy's charter school application with the following conditions:

1. By November 1, 2026, establish a board in full compliance with the requirements of NRS 388A.320.
2. By November 1, 2026, provide an updated Financial Plan Workbook reflecting the receipt of the Charter School Program (CSP) grant, if awarded. The updated workbook must include the final, confirmed grant award amount. If the grant is not awarded, provide an updated Financial Plan Workbook that includes only confirmed sources of revenue and demonstrates that the school is able to remain fiscally solvent throughout the charter term.
3. By January 1, 2027, provide evidence that the board has approved a Charter Management Organization (CMO) contract that outlines the specific roles and responsibilities of all parties during the incubation year and the first year of operation. This contract must be in compliance with all relevant Nevada laws and regulations.
4. By June 1, 2027, submit a fully executed lease for a facility that will meet the needs of the school for the 2027 – 2028 school year to serve the 89121, 89119, 89120, and 89169 zip codes.
5. At the conclusion of the New School Enrollment audit in June 2027, provide evidence that Legal Prep Charter Academy has at least 68 students enrolled for the 2027 – 2028 school year.
6. By June 8, 2027, submit a board-approved Final Budget that includes revenue based on the fully enrolled student count at the time of board approval and accurately incorporates expenses for the identified facility.

7. Upon approval of any additional grants or the receipt of any additional funding sources, provide an updated Financial Plan Workbook to SPCSA staff.
8. Complete the SPCSA pre-opening process for new charter schools, which includes meeting document submission deadlines as required by SPCSA staff, participating in required trainings, and attending monthly meetings.

This letter serves as formal notification that Legal Prep Charter Academy has met the requirements contained in NRS 388A.249(3) and demonstrated competence in accordance with the criteria for approval as prescribed by the SPCSA that will likely result in a successful opening and operation of the charter school. A charter contract and additional information regarding pre-opening requirements during the incubation year will be forthcoming.

The SPCSA appreciates the time, dedication, and efforts of Legal Prep Charter Academy toward creating a quality charter school. The public charter school application process is intentionally rigorous. We know that it takes a tremendous amount of work to not only open a school, but more importantly, to open a high-quality school. We look forward to continuing to support the development of Legal Prep Charter Academy.

Sincerely,



Melissa Mackedon
Executive Director, State Public Charter School Authority

cc: Kurt Thigpen, Chair, State Public Charter School Authority
Samantha King Powell, General Counsel, State Public Charter School Authority
Katie Broughton, Director of Authorizing, State Public Charter School Authority
Danny Peltier, Management Analyst, Supervisor, State Public Charter School Authority

Joe Lombardo
Governor

STATE OF NEVADA

Melissa Mackedon
Executive Director



STATE PUBLIC CHARTER SCHOOL AUTHORITY

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(775) 531-3384 · Fax (775) 687-9060

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ACTION MEMORANDUM

TO: New Charter Schools and Campuses Opening in the Fall of 2027
FROM: Katie Broughton, Director of Authorizing
SUBJECT: Pre-Opening Checklist for Schools Opening in the Fall of 2027
DATE: September 28, 2026

Background

Pursuant to NRS 388A.270, the charter sponsor (the Authority) can establish pre-opening conditions to ensure the charter school meets all building, health, safety, insurance, and other legal requirements. In addition, NAC 388A.410 allows the State Public Charter School Authority to specify conditions when approving a new school or contract amendment. Finally, NRS 388A.360 states that a charter school shall not commence operations and is not eligible to receive funding under the Pupil Center Funding Plan until the sponsor determines that all pre-opening requirements have been satisfied and that the facility meets the requirements of any applicable building, fire, health, and safety codes, which must occur at least 30 days prior to the first day of school.

The State Public Charter School Authority's (SPCSA's) Pre-Opening Checklist (attached) serves as a guide to support new and expanding schools during Year 0 (known as the Incubation Year) in order to ensure a strong first day of school, both in terms of operations and instruction. The SPCSA firmly believes that fulfillment of these requirements maximizes the likelihood of a successful opening.

Additionally, schools with conditional approval may have additional items and tasks as part of their pre-opening readiness process. These schools should refer to their authorization terms and conditions for which these standard actions items are in addition to not in lieu of.

Pre-Opening Process

The Pre-Opening Process for schools opening in the fall of 2027 will begin in October of 2026. During Year 0, schools will be required to submit various documents and information to satisfy the Pre-Opening Checklist requirements. Unless there is a specific statutory deadline, documents and information will generally be due by the 15th of each month. SPCSA staff will review these documents within two weeks to determine if the evidence satisfies the checklist requirement or if additional information is needed.

Throughout Year 0, school leaders and board members will meet approximately monthly with SPCSA staff to discuss progress as well as any challenges. In addition, SPCSA staff are available via phone and email should important and/or time-sensitive issues or updates arise. School leaders and board members are strongly encouraged to communicate proactively with SPCSA staff (see contact information on page 3).

Below is an overview of the timeline for the Pre-Opening Process:

Timeframe	Action Item	Responsible Party
September 2026	Pre-Opening Checklist provided to new and expanding schools.	SPCSA Staff
October 2026	Pre-Opening kickoff virtual meeting	SPCSA Staff; School leaders and one board member participate
December 2026—July 2027	Monthly meetings to discuss progress and challenges, review the Pre-Opening Checklist, and discuss any revisions needed to submitted items.	SPCSA Staff; School leaders and one board member participate
December 2026—July 2027	School submits documents and information by deadlines established in the Pre-Opening Checklist.	School
December 2026—July 2027	SPCSA reviews submitted items within 2 weeks and approves or provides feedback on additional information needed.	SPCSA Staff
November 2026 – September 2027	SPCSA hosts a series of trainings for new schools	SPCSA Staff; School leaders, board members, and staff participate
At least 30 days prior to first day of instruction	Evidence of Temporary Certificate of Occupancy (TCO) or Certificate of Occupancy (COO)	School
At least 10 days prior to first day of instruction	Pre-Opening Walkthrough	SPCSA Staff; School participates

Pre-Opening Submissions

For each item in the Pre-Opening Checklist there is a description of acceptable evidence, applicable resources/contacts, deadline, and SPCSA Team that is responsible for review. Schools are encouraged to plan ahead and ask questions about acceptable evidence and resources to ensure they are prepared to meet the requirements for each checklist item.

Unless there is a specific statutory deadline, documents and information will generally be due by the 15th of each month. Deadlines have been staggered to ensure schools distribute the work throughout the pre-opening year. In the event that a school requires an extension to a deadline, they should contact the appropriate SPCSA Team lead (see contacts below) and copy Katie Broughton and Molly Burkhardt. SPCSA staff will review these documents to determine if the evidence satisfies the checklist requirement or if additional information is needed.

With the exception of condition requirements that are due early in the process, most pre-opening documents must be submitted through Epicenter, the SPCSA's online document platform. Schools will receive feedback directly within each corresponding Epicenter task. The Pre-Opening Checklist may be updated as requirements or reporting obligations change, and any revisions will be reflected in Epicenter.

SPCSA Contacts

SPCSA Team	Contact	Email	Phone
Authorizing	Katie Broughton	kbroughton@spcsa.nv.gov	775-399-3397
Finance & Operations	Denise Frohlich	d.frohlich@spcsa.nv.gov	775-541-7023
School Support	Marinna Cutler	marinnacutler@spcsa.nv.gov	702-423-3736
Monitoring & Evaluation	Selcuk Ozdemir	selcuk@spcsa.nv.gov	775-531-3386
<i>Additional Contact</i>	Melissa Mackedon	mmackedon@spcsa.nv.gov	775-546-3021
<i>Additional Contact</i>	Molly Burkhardt	mburkhardt@spcsa.nv.gov	725-531-3389

Failure to Meet Pre-Opening Requirements

While SPCSA staff are committed to the success of new and expanding schools, the burden of meeting the Pre-Opening Requirements rests with the school. We encourage schools to communicate proactively if they have questions and/or face challenges in meeting these requirements.

In the unfortunate event that a school is unable to meet the Pre-Opening Requirements, the Authority may delay the opening of the school and/or revoke the charter¹. The SPCSA recognizes that revocation is a serious action and does not intend to pursue it without clear

¹ Pursuant to Section 1.9 of the Charter Agreement, failure to timely fulfill any material term of the Pre-Opening Conditions shall be considered a breach of material compliance with the Charter Contract pursuant to NRS 388A.330 and shall be grounds for Authority intervention, including, but not limited to, delayed opening and/or charter revocation.

evidence of significant concerns regarding a school's ability to operate effectively or in a manner that protects the best interests, safety, and well-being of students.

PLANNING AND IMPLEMENTATION SERVICES AGREEMENT

This Planning and Implementation Services Agreement (hereafter the “Agreement”) between Legal Prep Charter Academies, an Illinois not-for-profit corporation (hereafter the “Service Provider”), and Legal Prep Charter Academy Nevada, Inc., a Nevada not-for-profit corporation (hereafter the “Client”) is made effective as of the Effective Date stated below.

1. Background

- 1.1. The Service Provider has experience planning, opening and operating charter schools and, through its officers and employees, has provided advice and assistance to the Client in **the Client’s** efforts to obtain a charter contract to operate a charter school in the state of Nevada that is modeled after the charter school operated by the Service Provider.
- 1.2. The Client’s charter school application to operate a public charter school with a proposed opening date of Fall 2027, was approved on August 27, 2026 by vote of the Nevada State Public Charter School Authority (“**SPCSA**” or “**Authorizer**”) subject to the terms of the Approval Notice (hereafter “**Nevada Approval Notice**”). The Nevada Approval Notice includes a requirement that the Client provide evidence of an agreement with Service Provider that “outlines the specific roles and responsibilities of all parties during the incubation year [September 2026 - June 2027] and the first year of operation [July 2027 - June 2028] with respect to the planning and operation of a charter school (hereafter the “**Nevada Charter School**”). The Client seeks to utilize some of the professional, administrative, and curriculum support consulting services, including curriculum design and instructional coaching and related support services, available from the Service Provider in order to more effectively and efficiently plan, launch and operate a school modeled after the Service Provider’s charter school in Chicago.
- 1.3. Notwithstanding this Agreement, the Client is and remains solely responsible for launching and operating the Nevada Charter School and ensuring that the Nevada Charter School opens and operates in compliance with all grants received from federal, state or other sources, the Nevada Approval Notice, any charter agreement entered into by Client, SPCSA rules and regulations and all other local, state and federal rules and regulations, including but not limited to providing educational content for students, ensuring student performance, hiring and overseeing staff,

overseeing lottery and enrollment, and providing and financing the school facilities, including any facility improvements and capital repairs. For avoidance of doubt, Client shall at all times remain legally responsible to the SPCSA and Opportunity 180 with respect to the terms and conditions of any federal funds received through the Charter School Program (CSP) Quality Counts Grant and to the Authorizer for the operations and management of the Nevada Charter School and for ensuring that the terms and conditions of the Nevada Approval Notice and all subsequent charter school agreements are satisfied. The Service Provider will comply with all applicable law and the terms and conditions of the charter.

1.4. The Service Provider is an independent contractor, and nothing in this Agreement shall be construed as creating an employer-employee relationship, partnership, joint venture, or other business association between the parties, and that, except as expressly set forth in attached Schedule A, no officer or employee of the Service Provider shall be deemed to be an agent of the Client while performing Services for the Client.

1.5. This Agreement shall become effective on September 1, 2026 (the "Effective Date").

2. Scope of Services.

2.1. The Service Provider shall provide the Client with the professional, administrative and curriculum support services (the "Services") described in Schedule A attached hereto.

2.2. The Services shall be performed in a professional and workmanlike manner, consistent with the Charter Approval Notice and all subsequent charter school agreements, all applicable laws and regulations, and any SPCSA or Nevada state standards and best practices.

2.3. The Service Provider shall provide regular reports to the Client regarding its performance and compliance with such standards.

2.4. The Service Provider will not engage subcontractors or third-party providers to perform the Services without the prior written approval of the Client and the

subcontractor's or third-party provider's agreement to be bound by the terms of this Agreement.

- 2.5. The Services shall be performed at the location(s) specified in Schedule A. If any Services are to be performed at the Client's location, the Service Provider shall comply with all applicable policies and procedures, including completion of background checks in compliance with Nevada law.
- 2.6. The Client may request modifications or changes to the scope of Services by submitting a written request to the Service Provider. The Service Provider shall evaluate such requests and provide the Client with a written proposal for implementing the requested changes, including any adjustments to the Fees or other terms of this Agreement. No changes shall be effective unless and until the parties have executed a written amendment to this Agreement.
- 2.7. The Client shall have the right to review and accept or reject the Services performed by the Service Provider. If the Client rejects any Services for failure to meet the standards set forth in Section 2.2 above, the Service Provider shall promptly re-perform or correct such Services at no additional cost to the Client.
- 2.8. The Services shall not include any services or activities not expressly described in Schedule A. If the Client requests additional services outside the scope of this Agreement, the parties shall negotiate in good faith to execute a separate agreement or amendment to this Agreement for such additional services.
- 2.9. Upon the expiration or termination of this Agreement, the Service Provider shall cooperate with the Client to ensure an orderly and efficient transition of the Services to Client. The Service Provider shall provide all necessary documentation, data, and other information required for the Client to assume performance of the Services.
- 2.10. The Service Provider's ability to perform the Services may be dependent upon the Client's timely provision of certain information, resources, or cooperation. The Client shall use commercially reasonable efforts to provide such dependencies in a timely manner.

3. Fees and Payment Terms

- 3.1. In consideration for the Services provided by the Service Provider, the Client shall pay:
- (a) The fees and charges set forth in Schedule B (hereafter collectively the “Fees”) on a monthly basis.
 - (i) Personnel Fees. For any Services performed by a Service Provider employee, where 20% or more of their time is spent providing said Services to the Nevada Charter School, the Fee charged shall represent a percentage of the salary and benefits of the teacher/staff member performing said Services, and the percentage rate set forth in Schedule B shall apply, and shall be made on a monthly basis.
 - (ii) Monthly Service Fee. Beginning no earlier than July 1, 2027, for all professional, administrative and curriculum support services performed by officers or employees of Service Provider other than those individuals for whom Client pays a Personnel Fee, the fee for those services shall be subsumed within the Monthly Service Fee set forth in Schedule B.
 - (iii) Expenses. The Service Provider shall be reimbursed for all reasonable and documented out-of-pocket expenses incurred in connection with the performance of the Services, subject to the Client's approval.
- 3.2. All undisputed Fees and expenses shall be due and payable within thirty (30) days after the Client's receipt of an invoice from the Service Provider. Payment shall be made in U.S. dollars by wire transfer or other method agreed upon by the parties.
- 3.3. The Service Provider shall submit invoices to the Client on a monthly basis, or as otherwise agreed upon by the parties. Each invoice shall include a description of the Services performed, the applicable Fees, and any reimbursable expenses incurred during the relevant period.

- 3.4. The Fees are exclusive of any applicable taxes, which shall be added to each invoice and paid by the Client, unless the Client provides the Service Provider with a valid tax exemption certificate.
- 3.5. If the Client disputes any portion of an invoice, the Client shall notify the Service Provider in writing within thirty (30) days of receipt of the invoice, identifying the disputed amount and providing a reasonable explanation for the dispute. The parties shall use commercially reasonable efforts to resolve any such dispute within thirty (30) days of the Service Provider's receipt of the dispute notice. Any undisputed portion of the invoice shall be paid in accordance with Section 3.2.
- 3.6. The Service Provider shall maintain complete and accurate records relating to the Services and the Fees charged under this Agreement. The Client shall have the right, upon reasonable notice and during normal business hours, to audit and inspect such records to verify the accuracy of the Fees and the Service Provider's compliance with this Agreement.
- 3.7. The Service Provider may propose adjustments to the Fees annually, effective on each anniversary of the Effective Date, by providing the Client with at least sixty (60) days' prior written notice, or at any time if additional officers or employees of the Service Provider spend 20% or more of their time providing Services to the Nevada Charter School. Any adjustment to the Fees or addition of Personnel Fees shall require the prior written approval of the Client, acting through its Governing Board.

4. Term and Termination

- 4.1. The initial term of this Agreement shall commence on the Effective Date and shall continue through June 30, 2029 ("Initial Term"), unless earlier terminated in accordance with the provisions of this Section 4. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive three year periods (each, a "Renewal Term") for the duration of any then existing charter school agreement between Client and the Authorizer, unless either party provides written notice of non-renewal to the other party at least 120 days prior to the end of the then-current Term.

- 4.2. Either party may terminate this Agreement for convenience by providing the other party with at least 120 days prior written notice, unless such termination prior to the end of the Term shall cause the other party undue hardship.
- 4.3. Either party may terminate the Agreement if performance under the Agreement would jeopardize the tax exempt or not-for-profit status of either party, would create adverse tax consequences for either party, or would cause either party to be in violation of applicable law.
- 4.4. Either party may terminate this Agreement for cause if the other party materially breaches any term or condition of this Agreement and fails to cure such breach within 60 days after receiving written notice thereof.
- 4.5. The Client also may terminate this Agreement if the Agreement or its implementation would serve as grounds for revocation under the Nevada Approval Notice or any charter school agreement; or if services provided by the Service Provider fail to meet any performance criteria required by the SPCSA.
- 4.6. Either party may terminate this Agreement immediately upon written notice to the other party if the other party becomes insolvent, files a petition in bankruptcy, or has a receiver appointed for its assets.
- 4.7. Effect of Termination.
- (a) Upon termination or expiration of this Agreement, the Client shall promptly pay the Service Provider all outstanding Fees and expenses incurred up to the effective date of termination.
- (b) Upon termination or expiration of this Agreement, each party shall return to the other party any materials belonging to the other party.
- 4.8. Transition Assistance. Upon termination or expiration of this Agreement, the Service Provider shall provide reasonable transition assistance to the Client for a period of up to 60 days to facilitate the orderly transfer of the Services to the Client. The Service Provider shall be entitled to receive its Monthly Service and Personnel Fees and expenses for such transition assistance.

- 4.9. Remedies. In the event of termination for cause by the non-breaching party, the non-breaching party shall be entitled to pursue all remedies available at law or in equity, including, but not limited to, damages and injunctive relief.

5. **Additional Terms**

- 5.1. Client recognizes and acknowledges that the materials provided by the Service Provider under this Agreement, including any curriculum, use of trademarks, logos or other intellectual property, remain the property of the Service Provider, and that Client is granted a license to use said materials, provided they are used in accordance with the instructions and quality standards articulated by the Service Provider, including the Service Provider's Name, Logo and Brand Use Policy, which includes the right of the Service Provider to inspect, challenge and restrict Client's use of Service Provider's Name, Logo and Brand use.
- 5.2. To the extent the Service Provider maintains any Client data, the Client and the Authorizer are entitled to access any data directly related to the operation or management of the Nevada Charter School, including but not limited to financial data, enrollment data, demographic data, performance data, and student data, in the possession of the Service Provider other than any proprietary, intellectual property, or similarly protected data of the Service Provider.
- 5.3. The Service Provider recognizes that it may receive access to confidential and/or sensitive personal information of staff, students, and families including personally identifiable information and/or other information that may be protected by privacy laws. The Client will notify the Service Provider if it is given access to such protected information, and even without such notice, the Service Provider will use reasonable efforts to identify such information as protected information. The Service Provider shall comply with all laws, regulations and agreements concerning such protected information and shall not disclose such protected information except as directed by the Client, the Authorizer or as permitted by law, and shall use at least the same degree of care as it uses to protect its own information of a similar nature, but no less than a reasonable degree of care.
- 5.4. Upon expiration of this Agreement, the Service Provider shall promptly return or destroy all protected information of Client, except to the extent it is required to

retain such information by law or another Agreement is reached between the parties concerning this protected information.

- 5.5. Each party represents and warrants that it has the full legal authority and capacity to enter into and perform its obligations under this Agreement, and that it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation.
- 5.6. Each party represents and warrants that it will comply with all applicable laws, regulations, and industry standards in performing its obligations under this Agreement.
- 5.7. Except as expressly stated in this Agreement, neither party makes any other warranties, express or implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose.
- 5.8. The Service Provider shall indemnify, defend, and hold harmless the Client, its affiliates, and their respective officers, directors, employees, agents, successors, and assigns (collectively, the "Client Indemnified Parties") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by the Client Indemnified Parties (collectively, "Losses"), arising out of or related to:
 - (a) Any breach or non-fulfillment of any representation, warranty, or covenant made by the Service Provider under this Agreement;
 - (b) Any negligent, reckless, or intentionally wrongful acts or omissions by the Service Provider or its employees, agents, or subcontractors in connection with the performance of the Services;
 - (c) Any claim that the Services or any deliverables provided by the Service Provider infringe upon or misappropriate any intellectual property rights of a third party; or

- (d) Any claim for taxes, penalties, or interest assessed against the Client Indemnified Parties arising from the Service Provider's failure to comply with applicable tax laws or regulations.
- 5.9. The Client shall indemnify, defend, and hold harmless the Service Provider, its affiliates, and their respective officers, directors, employees, agents, successors, and assigns (collectively, the "Service Provider Indemnified Parties") from and against any and all Losses arising out of or related to:
 - (a) Any breach or non-fulfillment of any representation, warranty, or covenant made by the Client under this Agreement;
 - (b) Any negligent, reckless, or intentionally wrongful acts or omissions by the Client or its employees or agents in connection with the performance of this Agreement;
 - (c) Any claim that the Client data or other information provided by Client to the Service Provider infringes upon or misappropriates any intellectual property rights of a third party; or
 - (d) Any claim for taxes, penalties, or interest assessed against the Service Provider Indemnified Parties arising from the Client's failure to comply with applicable tax laws or regulations.
- 5.10. The party seeking indemnification (the "Indemnified Party") shall promptly notify the other party (the "Indemnifying Party") in writing of any claim or potential claim for which indemnification may be sought. The Indemnifying Party shall have the right to assume the exclusive defense and control of any such claim or proceeding at its own expense and with counsel of its own choosing. The Indemnified Party shall cooperate fully with the Indemnifying Party in the defense of any such claim or proceeding. The Indemnifying Party shall not settle or compromise any claim or proceeding without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned, or delayed.
- 5.11. Notwithstanding anything to the contrary in this Agreement, the Service Provider's total liability to the Client Indemnified Parties for any and all Losses arising out of

or related to this Agreement, whether in contract, tort, or otherwise, shall not exceed the amount paid to Service Provider during the term of this Agreement giving rise to the liability.

- 5.12. The indemnification obligations set forth in this Section 5 shall survive the expiration or termination of this Agreement.
- 5.13. In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, the parties shall first attempt to resolve such dispute through good-faith negotiations.
- 5.14. Unless otherwise agreed in writing or ordered by a court or arbitrator, the parties shall continue to perform their respective obligations under this Agreement during the pendency of any dispute resolution proceedings.
- 5.15. No claim or cause of action arising out of or relating to this Agreement may be brought more than two (2) years after the cause of action has accrued.
- 5.16. Neither party shall assign, transfer, or otherwise dispose of this Agreement or any of its rights or obligations hereunder, whether voluntarily or by operation of law, without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.
- 5.17. Notwithstanding Section 5.16, either party may assign this Agreement, in whole or in part, without the other party's consent, to an affiliate or to a successor in interest in connection with a merger, acquisition, or sale of all or substantially all of its assets or business to which this Agreement relates.
- 5.18. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
- 5.19. In the event of any permitted assignment or transfer of this Agreement, the assigning party shall provide the other party with prompt written notice of such assignment or transfer, including the name and address of the assignee or transferee.

- 5.20. Any assignment or transfer of this Agreement shall not relieve the assigning party of its obligations under this Agreement, unless otherwise agreed in writing by the non-assigning party.

6. Notices

- 6.1. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties set forth on the first page of this Agreement. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), or certified or registered mail (in each case, return receipt requested, postage prepaid).
- 6.2. Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section. Any Notice that is refused, unclaimed, or unable to be delivered because of an act or omission of the party to be notified, if such Notice was properly addressed, with proper postage or courier fees prepaid, shall be deemed effectively received by the addressee on the date of such refusal, unclaimed notification, or inability to deliver.

7. Governing Law and Jurisdiction

- 7.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of state of Nevada, without giving effect to any choice or conflict of law provision or rule.
- 7.2. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the state of Nevada, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

7.3. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

7.4. Each party shall comply with all applicable federal, state, and local laws, rules, regulations, and orders in its performance of this Agreement.

8. Entire Agreement

8.1. This Agreement, including all schedules attached hereto, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous negotiations, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement.

8.2. Each party acknowledges and agrees that, in entering into this Agreement, it has not relied on any representations, warranties, or statements not expressly set forth in this Agreement.

8.3. No terms or conditions shall be implied into this Agreement, except as required by applicable law.

8.4. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Legal Prep Charter Academies

By: _____

Name: _____

Title: _____

Legal Prep Charter Academy Nevada, Inc.

By: _____

Name: _____

Title: _____

SCHEDULE A

SCOPE OF SERVICES AND RESPONSIBILITIES

A.1. Purpose and General Allocation of Responsibilities.

The Service Provider shall provide professional, administrative, academic, and school-launch support services (collectively, the “Services”) to assist the Client in planning, launching, and operating the Nevada Charter School. The Services will reflect the Service Provider’s experience operating and replicating the Legal Prep school model and are intended to provide the Client with access to shared expertise, systems, curriculum, intellectual property, personnel, and other resources that can be provided more effectively or efficiently on a network-wide basis.

The Services shall be provided during two primary phases: (a) the incubation and pre-opening period from September 1, 2026 through June 30, 2027 (the “Incubation Year”); and (b) the Nevada Charter School’s first year of operation from July 1, 2027 through June 30, 2028 (the “First Operating Year”), and thereafter through the end of Initial Term of the Agreement.

Notwithstanding the Services provided by the Service Provider, the Client, acting through its Governing Board, shall retain ultimate authority and responsibility for the Nevada Charter School. The Governing Board shall retain all powers and duties required by applicable law, the Nevada Approval Notice, any charter agreement entered into by the Client (“Charter Contract”), and SPCSA requirements, including fiduciary oversight; approval of budgets and material contracts; oversight of the Principal; adoption of school policies; oversight of academic, operational, and financial performance; and compliance with the Charter Contract and applicable law.

The Service Provider and its personnel may advise, recommend, prepare materials, coordinate activities, and perform administrative functions on behalf of the Client within the scope of authority expressly delegated by the Client. Except where specifically authorized by the Governing Board or an authorized officer of the Client, the Service Provider shall not exercise authority reserved to the Client or its Governing Board.

A.2. Incubation Year Services and Responsibilities.

During the Incubation Year, the Service Provider shall provide the following Services:

A. Executive Leadership and School Launch Support. The Service Provider shall provide executive leadership and project-management support for the school launch, including developing and monitoring the pre-opening work plan; coordinating the work of network and school personnel; supporting the Principal in establishing priorities and timelines; identifying and addressing risks to successful opening; facilitating coordination among the Client, Principal, Governing Board, SPCSA, funders, consultants, and other stakeholders; and providing leadership coaching and support to the Principal.

The Client shall remain responsible for determining the strategic direction of the Nevada Charter School, overseeing the Principal, monitoring progress toward satisfaction of pre-opening conditions, and making all decisions reserved to the Governing Board.

B. Student Recruitment and Enrollment. The Service Provider shall assist with the development and implementation of the Nevada Charter School's student recruitment and enrollment strategy, including development of recruitment plans, enrollment goals and timelines; development of marketing and recruitment materials; implementation and support of enrollment-management systems; analysis of recruitment and enrollment data; development of family communication campaigns; and coaching and support for local recruitment activities.

The Principal and Nevada-based personnel shall lead local implementation, including direct family outreach, feeder-school outreach, community events, recruitment activities, and follow-up with prospective families. The Client shall retain responsibility for adoption and implementation of legally compliant enrollment and lottery policies and for ensuring compliance with applicable enrollment requirements.

C. Facilities and School Operations. The Service Provider shall assist the Client with facility planning and school-opening operations, including facility evaluation; lease and facility negotiations; development and monitoring of facility improvement and buildout plans; procurement planning; furniture, fixtures, equipment, technology, transportation, food service, safety and security planning; vendor identification and coordination; development of operational systems and procedures; and preparation for opening-day operations.

All leases, financing arrangements, material contracts, and other matters requiring Governing Board approval shall remain subject to approval by the Client.

D. Staffing and Human Resources. The Service Provider shall support development and implementation of the Nevada Charter School's staffing plan, including organizational design; development of job descriptions; compensation and benefits planning; employee recruitment; candidate sourcing and screening; interview processes; onboarding; personnel policies; and development of performance-management systems.

The Client shall be the employer of school-based employees following commencement of school operations and shall retain ultimate responsibility for employment decisions concerning those employees. The Governing Board shall retain authority over employment and evaluation of the Principal. The Principal shall exercise authority over other school-based personnel to the extent delegated by the Governing Board.

E. Academic Program and Curriculum. The Service Provider shall support implementation of the Legal Prep academic model, including curriculum selection and development; alignment of curriculum and instructional materials to applicable Nevada standards; development of curriculum maps and instructional resources; assessment planning; development of instructional systems and expectations; professional development planning; and preparation for implementation of the academic program.

The Service Provider shall provide access to Legal Prep-developed curriculum, instructional materials, systems, and other intellectual property in accordance with this Agreement. The Client and Principal shall remain responsible for ensuring that the educational program implemented at the Nevada Charter School complies with Nevada law, the Charter Contract, and applicable academic standards.

F. Law Program, Mentoring, and College and Career Programming. The Service Provider shall provide planning and implementation support for Legal Prep's specialized programming, including its Law Program, Mentoring Program, college and career programming, civic engagement initiatives, and related experiential-learning opportunities. Such support may include curriculum and program materials; training; development of partnership models; assistance cultivating relationships with law firms, corporations, courts, higher education institutions, and other partners; and development of systems for implementing and evaluating such programming.

Nevada-based personnel shall lead development and maintenance of local partnerships with support from the Service Provider.

G. Special Education, Multi-Language Learners, and Student Support. The Service Provider shall assist with planning systems and programming for students with disabilities, multi-language learners, social-emotional learning, student wellness, intervention, and other student-support services. Such Services may include program design; development of policies and procedures; staffing recommendations; vendor identification; professional development; and compliance planning.

The Client shall retain legal responsibility for compliance with all applicable federal and Nevada requirements governing special education, language services, student rights, and student support.

H. Finance, Accounting, and Business Services. The Service Provider shall provide financial planning and business support, including development and monitoring of the annual budget and cash-flow projections; accounting systems and processes; financial reporting; accounts payable and receivable support; payroll coordination; purchasing and procurement systems; grant budgeting and financial reporting; audit preparation; internal controls; and financial information and analysis for the Governing Board.

The Governing Board shall retain responsibility for adopting the Nevada Charter School's budget, exercising fiduciary oversight, approving expenditures and contracts where required, and ensuring the financial viability of the Nevada Charter School.

I. Compliance and Authorizer Support. The Service Provider shall assist the Client in satisfying pre-opening conditions and other requirements imposed by SPCSA and other governmental entities, including development and maintenance of compliance calendars; preparation of reports, policies, submissions, and supporting documentation; coordination of responses to information requests; grant compliance support; and preparation for monitoring or site visits.

The Client shall remain legally responsible for compliance with its Charter Contract, the Nevada Approval Notice, applicable grant requirements, and federal, state, and local law.

J. Governance and Governing Board Support. The Service Provider shall provide administrative and technical support to the Governing Board, including assistance with Board calendars, meeting preparation, financial and performance reporting, Board training, policy development, committee support, compliance matters, and recruitment and onboarding of Board members.

Such support shall not limit the independent judgment, fiduciary duties, or governing authority of the Governing Board.

K. Development and External Relations. The Service Provider shall assist with fundraising, grant development and reporting, communications, public relations, development of community and institutional partnerships, and relationships with the legal, business, philanthropic, and higher-education communities. Nevada-based personnel shall assist in cultivating and maintaining local relationships.

A.3. First Operating Year Services and Responsibilities.

During the First Operating Year, the Service Provider shall continue to provide the Services described above as applicable to an operating school, with the emphasis of the Services shifting from school-launch planning to implementation, monitoring, coaching, and continuous improvement.

Without limiting the foregoing, the Service Provider shall:

- (a) provide executive leadership and ongoing support and coaching to the Principal;
- (b) support the Principal and Governing Board in monitoring academic, enrollment, financial, operational, and organizational performance;
- (c) provide curriculum, instructional resources, professional development, instructional coaching, assessment support, and academic data analysis;
- (d) support implementation and continuous improvement of the Law Program, Mentoring Program, college and career programming, social-emotional learning, special education, multi-language learner programming, and other components of the Legal Prep educational model;

- (e) provide ongoing financial, accounting, compliance, business, operational, human resources, technology, development, communications, and Governing Board support;
- (f) assist with recruitment, onboarding, professional development, and retention of school personnel;
- (g) assist with student recruitment, enrollment, family engagement, and retention strategies;
- (h) support the development and maintenance of partnerships with law firms, corporations, courts, higher education institutions, community organizations, and other Nevada partners; and
- (i) assist the Client in monitoring compliance with the Charter Contract, SPCSA requirements, applicable grant requirements, and federal, state, and local law.

During the First Operating Year, the Principal shall have primary responsibility for the day-to-day leadership and operation of the Nevada Charter School, subject to the policies, oversight, and authority of the Governing Board. The Service Provider shall provide network-level support, systems, resources, and expertise but shall not supplant the Governing Board's governance authority or the Principal's responsibility for day-to-day school leadership.

A.4. Scope of Services and Responsibilities for Remainder of Initial Term.

During the remainder of the Initial Term, the Service Provider shall continue to provide the Services described in Sections A.2 and A.3 above as applicable to an operating and expanding school. The Services shall continue to focus on implementation, monitoring, coaching, continuous improvement, and development of network and school-level capacity, with additional support as appropriate for the Nevada Charter School's planned addition of grade levels and continued implementation of the Legal Prep educational model.

Without limiting the foregoing, the Service Provider shall continue to provide support in the areas of executive leadership, academic programming and curriculum, professional development and instructional coaching, specialized programming, finance and accounting, compliance, human resources, school operations, student recruitment and enrollment, development and external relations, and Governing Board support.

As the Nevada Charter School develops its internal staffing and operational capacity, the parties may periodically evaluate the allocation of responsibilities between the Service Provider and the Client and modify the scope of Services by mutual written agreement in accordance with this Agreement. Any such modification shall preserve the Governing Board's ultimate authority and responsibility for the Nevada Charter School.

A.5. Personnel Providing Services.

The Services may be performed by officers and employees of the Service Provider, including individuals holding the following positions or equivalent successor positions:

Melissa Almazan, Director of Operations;
Robert Barz, Director of the Law Program;
Samuel Finkelstein, Chief Executive Officer;
Laura Miller, Chief Development Officer;
Katie-jo Ray, Head of Schools;
Christian Stafford, Finance Coordinator;
Erik Simpkins, Founding Principal; and
Melinda Stringer, Facilities Manager/Network Operations.

During the Incubation Year, the individual serving as Founding Principal shall remain an employee of the Service Provider while performing school-planning and launch responsibilities in Nevada. Effective July 1, 2027, the Founding Principal shall transition to employment by the Client, subject to Governing Board approval and applicable law.

Other Service Provider personnel may provide Services within the scope of this Agreement as reasonably necessary. The identification of Service Provider personnel in this Schedule does not delegate to such individuals any authority reserved to the Client or its Governing Board.

A.6. Coordination and Reporting.

The Service Provider shall coordinate regularly with the Principal and designated representatives of the Client regarding performance of the Services. The Service Provider shall provide the Client with information reasonably necessary for the Governing Board to exercise oversight of the Services and shall provide monthly invoices identifying the Services

provided and applicable Personnel Fees, Monthly Service Fees, expenses, or other charges in accordance with Schedule B.

The Service Provider shall promptly inform the Client of any material issue identified in the course of providing the Services that could reasonably be expected to affect the Nevada Charter School's ability to satisfy a pre-opening condition, open on schedule, comply with applicable law or the Charter Contract, or maintain financial or operational viability.

A.7. Service Locations.

The Services may be performed in Nevada, Illinois, Indiana, or remotely, depending upon the nature of the particular Service. The Service Provider shall ensure that personnel performing Services physically at the Nevada Charter School comply with applicable Client policies and any background-check or other legal requirements applicable to their activities.

Schedule B

B.1. The Fees referred to in the Agreement shall be calculated as follows:

Personnel Fees. The Personnel Fee referred to in the Agreement shall be calculated as the identified percentage(s) of salary and benefits paid by the Service Provider to the following identified personnel who are performing the Services under this Agreement. These rates represent a fair and reasonable estimate of the time spent by each of these individuals on Services for the Nevada Charter School:

During the period of September 1, 2026 - June 30, 2027:

- (a) 30% of the salary and benefits earned by Melissa Almazan.
- (b) 20% of the salary and benefits earned by Robert Barz
- (c) 40% of the salary and benefits earned by Samuel Finkelstein.
- (d) 20% of the salary and benefits earned by Katie-jo Ray.
- (e) 100% of the salary and benefits earned by Erik Simpkins.
- (f) 75% of the salary and benefits earned by Melinda Stringer.

Unless otherwise negotiated under the terms of this Agreement, during the period of July 1, 2027 - June 30, 2029:

- (a) 60% of the salary and benefits earned by Melissa Almazan.
- (b) 33 $\frac{1}{3}$ % of the salary and benefits earned by Robert Barz.
- (c) 30% of the salary and benefits earned by Samuel Finkelstein.
- (d) 70% of the salary and benefits earned by Katie-jo Ray.
- (e) 33 $\frac{1}{3}$ % of the salary and benefits earned by Christian Stafford.
- (f) 50% of the salary and benefits earned by Melinda Stringer.

Monthly Service Fee. In addition to the Personnel Fees paid by Client, Client shall pay a monthly service fee (the “Monthly Service Fee”) to cover the Services

provided by Service Provider. The Monthly Service Fee shall be calculated annually at the rate of eight percent (8%) of the adjusted base per pupil funding received by the Nevada Charter School pursuant to Nevada's Pupil-Centered Funding Plan, or any successor or replacement state funding formula or funding source that provides substantially similar unrestricted base per-pupil operating funding, less the amounts calculated and paid as Personnel Fees; provided, however, that the Monthly Service shall in no event be less than zero. The Monthly Service Fee shall apply for any school year in which the Nevada Charter School's budgeted enrollment exceeds 100 students. The Monthly Service Fee shall be paid in twelve (12) monthly installments.

B.2. Expenses. The Service Provider shall be reimbursed for the following types of expenses incurred in connection with the performance of the Services:

- (a) Travel and accommodation expenses incurred while conducting Services for Client;
- (b) Third-party vendor fees and costs, incurred for the benefit of Client or in connection with providing Services, including but not limited to Internet and website services, data management and storage services, information technology fees, banking services, accounting services, audit services, professional development fees, board training and compliance fees; and
- (c) Such additional ordinary and customary business expenses incurred for the benefit of Client or in connection with providing Services, subject to the Client's prior written approval.