

to provide annually at least as many days of instruction as are required of other public schools located in the same school district as the Charter School is located, unless written approval from the Superintendent of Public Instruction provides for a waiver of this requirement. (NRS 388A.366)

2.8 Student Conduct and Discipline

- 2.8.1 The Charter School shall adopt and adhere to a student discipline policy (the “Discipline Policy”) pursuant to NRS 388A.495 and regulation. The Charter School may not remove, withdraw, suspend or expel a pupil against a parent’s wishes for reasons other than the reasons for suspension or expulsion stated in NRS 392.4655 – 392.4675 or other applicable statute or regulation. Nothing in this provision precludes the Charter School from withdrawing a pupil from the Charter School consistent with applicable law and regulation.

2.9 Service Agreements, Contracts, Facility Lease or Purchase

- 2.9.1 Nothing in this Charter shall be interpreted to prevent the Charter School from entering into a contract or other agreement related to the operation of the school. The Charter School shall include in any agreement or contract entered into that the provisions of any such agreement are enforceable only to the extent they are compliant with applicable law and regulation. The Charter Board is responsible for ensuring that all contracts or other agreements are compliant with existing law and regulation.
- 2.9.2 The Charter School shall clearly indicate to vendors and other entities and individuals with which or with whom the Charter School enters into an agreement or contract for goods or services that the obligations of the Charter School under such agreement or contract are solely the responsibility of the Charter School and are not the responsibility of the State of Nevada, the Authority, or the Department of Education.

2.10 Contracts with an Educational Management Organization (EMO) or Charter Management Organization (CMO)

- 2.10.1 The provisions appearing under 2.10 apply to contracts with an EMO or a CMO.
- 2.10.2 Should the Charter School intend to enter into an agreement with an EMO as defined by NRS 388A.393, the following provisions shall apply:
- 2.10.2.1 The Charter School shall comply with all Authority requests for information about the EMO that are reasonably related to the Authority’s duty to ensure that the Charter School is in compliance with all provisions of this Charter Contract and NRS 388A.393; and NAC 388A.570, 388A.580, 388A.585, 388A.160, and 388A.175 or other applicable statute and regulation.
- 2.10.3 Should the charter school intend to enter into an agreement with an EMO or CMO, the following provisions shall apply:
- 2.10.3.1 In no event shall the Charter Board delegate or assign its responsibility for

fulfilling the terms of this Charter Contract.

- 2.10.3.2 Any management contract entered into by Charter School shall include an indemnification provision for the Charter School as follows: “The management company shall indemnify, save and hold harmless against any and all claims, demands, suits, actions, proceedings, losses, costs, judgments, damages, or other forms of liability to third parties, of every kind and description, actual or claimed, including but not limited to attorneys’ fees and/or litigation expenses, including but not limited to injury to property or persons (including but not limited to civil rights violations), occurring or allegedly occurring, in connection with the operation of the management company, or from conduct committed or alleged to have been committed by the management company on the premises of the Charter School, or from conduct committed by the management company’s employees, officers, directors, subcontractors, or agents, during the term of this Charter Contract or any renewal thereof. Additionally, the management company shall defend the Authority in any such action or proceedings brought thereon. This provision shall survive the termination of this contract.”
- 2.10.3.3 Should the Charter School propose to enter into a contract with an EMO or CMO, the Charter School agrees to submit all information requested by Authority regarding the management arrangement, including a copy of the proposed contract and a description of the EMO or CMO, with identification of its principals and their backgrounds. Entering into a contract with an EMO or CMO when an EMO or CMO was not previously engaged, terminating a contract with an existing EMO or CMO, or replacing an existing EMO or CMO with another EMO or CMO is considered a material amendment of the Charter Contract and the Charter School shall not enter into or terminate such contracts without written Authority approval.
- 2.10.3.4 Renewal or renegotiation of an existing contract with an EMO or CMO requires the Charter School to notify the sponsor, only, and is not considered a material amendment.

2.11 Employment Matters

- 2.11.1 All employees of the Charter School shall be deemed public employees.
- 2.11.2 The Charter School agrees to comply with the provisions of NRS 388A.530-544 regarding employment status and NRS 388A.518-524 regarding teacher licensure.
- 2.11.3 Neither the Charter School, nor its employees, agents, nor contractors are employees or agents of the Authority; nor are either the Authority or its employees, agents, or contractors employees or agents of the Charter School.