

High Desert Montessori Charter School

101 Fantastic Drive. Reno, Nevada 89512 - 775-624-2800

NOTICE OF PUBLIC MEETING

Board of Directors Meeting
1/15/2026 @ 5:00 PM On ZOOM

<https://us02web.zoom.us/j/89862440801?pwd=793oTze9b9u5oYqBFXHRRWQuYdcqv.1>

Meeting ID: 898 6244 0801

Passcode: 194184

Phone: 669 900 6833

High Desert Montessori School's Board of Directors will conduct their public meeting either in-person, virtually, or by phone. All Directors shall attend the meeting in person or remotely. Public members wishing to attend the virtual meeting may do so by using the virtual link or phone information as directed below. Unless otherwise restricted, as noted, the Board may take action on any item. Unless otherwise stated, items may be taken out of order at the discretion of the chairperson. Items may be combined for the Board to consider. Items may be pulled or removed from the agenda at any time. Reasonable efforts will be made to assist and accommodate physically disabled persons desiring to attend the meeting. Please contact the school at 775-624-2800 in advance so arrangements may be conveniently made. Supporting materials will be posted on our website, <https://www.hdmsreno.com/board-information/> no later than 10:00 AM on the day of the board meeting.

The Board of Directors will receive public comment virtually, in person, or via email, at publiccomment@hdmsreno.com. All public comments received before and during the meeting will be provided to the Board of Directors. Such comments shall not be read aloud at the meeting but will be recorded in the public record and in the minutes. In-person public comment will be limited to 3 minutes. No action can be taken on any comments, but public input is welcome.

AGENDA

1. Call to Order and Roll Call (FOR ACTION)
2. Public Comment
3. Adopt the Agenda (FOR ACTION)
4. Acceptance of Letter of Retirement for Principal/Executive Director Eric Perez (FOR ACTION)
5. Acceptance of December 9, 2025 WCSD/HDMS Charter Agreement (FOR ACTION)
6. Public Comment
7. Adjournment and Future Agenda Items (FOR ACTION)

Items not acted on at this meeting may be acted on at future meetings.

"High Desert Montessori School provides a safe, nurturing school environment that fosters independence, problem-solving skills, and great work in our students. We offer tools to explore the universe through Montessori's Cosmic Education, the purpose of which is to link all areas of human knowledge. We urge all of our students to be participating members of a socially conscious and green community by inspiring them to be critical thinkers capable of reflection, communication, and action. We comply with all Nevada State and Common Core State Standards."

HDMS Board meetings are posted at the following places:

December 1, 2025

Dear Board Members, Faculty, and Staff,

Following up on my informal conversations and emails to you in the past few weeks, I am writing to officially submit my intent to retire as Principal/Executive Director of High Desert Montessori School at the conclusion of this school year, effective July 1, 2026.

While most of you are already aware of my decision, putting this into writing brings a renewed sense of reflection. My thirty-year journey in public education—particularly my time here at HDMS as a parent since 2007, and subsequently as a teacher and administrator—has been the absolute privilege of my career.

As I shared previously, this decision is rooted in a need to prioritize my wife's and my health, as well as our family's well-being. It is time for me to focus on this next chapter of life. However, I want to reiterate that I am not leaving the HDMS family; I am simply changing my role within it. You will certainly still see me around, as I care too deeply for this community to disappear.

For the remainder of the school year, my energy will be dedicated to ensuring a strong finish and a seamless transition of leadership. My goal is to leave the school in the best possible position for the future, and I look forward to making sure we achieve that goal.

Thank you again for your understanding, your friendship, and your partnership over these many years.

Sincerely,



Eric S. Perez, M.Ed-EDL
Principal/Executive Director
High Desert Montessori

CHARTER CONTRACT AGREEMENT

This Charter Contract Agreement (Agreement) constitutes a charter contract pursuant to Nevada Revised Statute (NRS) 388A.015 and is executed by and between the Washoe County School District (the School District), and High Desert Montessori (collectively referred to as the “parties”) to establish and operate High Desert Montessori (Charter School), an independent and autonomous public school authorized to operate in the State of Nevada.

RECITALS

WHEREAS, by decision on December 9, 2025 the Board of Trustees of the School District (Board) granted the application for the renewal of the charter contract (Charter School Renewal Application) under NRS 388A.270, 388A.276, 388A.360 and 388A.285, contingent upon the negotiation and execution of an agreement acceptable to both the Charter School and the School District; and

WHEREAS, pursuant to NRS 388A.270, 388A.276, 388A.360 and Nevada Administrative Code (NAC) 388A.040 the written charter contract includes both the Charter School Renewal Application and a written agreement signed by the School District and the Charter School. The written charter contract will constitute the agreement between the parties regarding the methods and procedures for the School District to monitor the progress of the Charter School;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual understandings, releases, covenants and payments herein described, the parties agree as follows:

AGREEMENT

1. Compliance with Nevada Law. The statutes and regulations which establish the Charter School, as well as the Charter School Renewal Application, are hereby incorporated by reference as a part of this Agreement. The Charter School agrees to comply with current statutes and regulations regarding the creation and operation of the Charter School in Nevada including, but not limited to, NRS 388A.240, 388A.243, 388A.246 and NRS 388A.366.

2. Term. It is the intent of the Board that the Charter School and this Agreement are to be effective for a period of three (3) fiscal years, to begin on July 1, 2026 and to terminate on June 30, 2029.

3. General. The Charter School shall not operate for profit and may be incorporated as a nonprofit corporation pursuant to the provisions of NRS Chapter 82. The Charter School certifies that all contracts obligating the Charter School have been and will be undertaken by the Charter School in accordance with all statutes and regulations. The Charter School and the Charter School Governing Body shall operate at all times in accordance with all federal and state laws, local ordinances, regulations and School District policies applicable to charter schools. The Charter School shall be deemed a public school subject to all applicable provisions of local, state and federal laws and regulations, specifically including, but not limited to, health and safety, civil

directors, officers, employees, agents or other affiliates of any single non-profit organization or business entity, with the exception of the Charter School itself, regardless of whether said non-profit organization or business entity is affiliated or otherwise partnered with the Charter School. (NAC 388A.525(4)).

d. **Conflicts of Interest.** The Charter School Governing Body shall adopt a Conflicts of Interest Policy (Conflicts of Interest Policy), including provisions related to nepotism and consistent with this section and applicable law. The Charter School Governing Body shall, at all times, comply with the provisions of the Conflicts of Interest Policy. The adopted and approved Conflicts of Interest Policy shall be maintained by the School District. Any modification of the Conflicts of Interest Policy must be submitted to the School District within five (5) days of approval by the Charter School Governing Body.

e. **Non-Comingling.** Assets, funds, liabilities and financial records of the Charter School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization unless approved in writing by the School District.

6. **Charter School Facilities.** The building(s) in which the Charter School is to be located shall be known as the Charter School Facilities (Facilities). The School District or its designee may, at the School District's discretion, conduct health and safety inspections of the Facilities. The Facilities shall meet all applicable health, safety and fire code requirements and shall conform with applicable provisions of the Americans with Disabilities Act and any other federal or state requirements applicable to public charter schools. The Charter School's relocation to different or expansion to additional Facilities shall constitute a material amendment of this Agreement and shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the School District. In considering the relocation or expansion, the School District may consider, in addition to those factors authorized by Nevada law and regulations, growth/enrollment projections in the proposed area, impact on School District enrollment, and/or the community need for a new charter school location based on the proximity of public and private school education options to the prosed location and written interest from the community within the zone of attendance in attending the proposed location. In the event that legally viable Facilities and/or necessary certificates and permits are not in place, the Charter School may not provide instruction at the Facilities or otherwise admit pupils into the Facilities. In such event, the School District reserves the right to enforce any of the consequences for failure to act in accordance with the material terms and conditions of this Agreement. The Charter School shall provide educational or operational services, including delivery of instruction, at the following location(s):

High Desert Montessori
101 Fantastic Dr.
Reno, NV 89512

7. **Asbestos Management.** The Charter School agrees to pay all costs related to compliance with federal requirements for asbestos management in the Charter School.

- a. Academic: Academic achievement will be measured by the Nevada School Performance Framework. If the Charter School receives less than a three-stars on the Nevada Performance Framework for three consecutive years, it may be subject to non-renewal of the Agreement;
- b. Financial: Schools must maintain an OPI designation of “Satisfactory”, indicating financially compliant and sustainable;
- c. Organization: Schools must maintain an OPI designation of “Satisfactory” in the areas of annual performance audits, re-enrollment, average daily attendance and compliance with the terms and conditions of the Agreement;
- d. Meet or exceed standards on the academic indicators;
- e. Demonstrate financial sustainability through meeting standards on the financial and organizational indicators;
- f. Operate in compliance with the terms and conditions of this Agreement;
- g. If applicable, demonstrate sound performance on mission specific indicators; and
- h. Comply with all local, state and federal laws and regulations.

The School District shall monitor and periodically report on the Charter School's progress in relation to the indicators, measures, metrics and targets set out in the Charter School Performance Framework. Such reporting shall take place at least annually. The Charter School's performance in relation to the indicators, measures, metrics and targets set forth in the Charter School Performance Framework shall provide the basis upon which the School District will decide whether to renew this Agreement at the end of the term.

The parties intend that, where this Agreement references or is contingent upon state or federal accountability laws, that they be bound by any applicable modification or amendments to such laws upon the effective date of said modifications or amendments. The specific terms, form, and requirements of the Charter School Performance Framework, may be modified or amended to the extent required to align with changes to applicable state or federal accountability requirements, as set forth in law. In the event that any such modifications or amendments are required, the School District will use best efforts to apply expectations for school performance in a manner consistent with those set forth in the Charter School Performance Framework.

The School District may, upon request for a material amendment from the Charter Governing Body, include additional rigorous, valid and reliable performance indicators that are specific to the Mission of the Charter School and complementary to the existing measures.

10. **Non-Discrimination.** The Charter School shall not discriminate against any student, employee or other person on the basis of race, color, creed, ethnicity, national origin, sex, gender, marital status, religion, ancestry, disability, need for special education services, income level,

Agreement will be construed to create a relationship of agency, representation, joint venture, ownership, or control of employment between the parties other than that of independent parties contracting solely for the purpose of effectuating this Agreement.

16. Employment Benefits. Pursuant to NRS 388A.530, 388A.533, 388A.535, 388A.538, 388A.541, and NRS 388A.544, employees of the Charter School are public employees. Employees of the Charter School are eligible for all benefits for which the employee would be eligible for employment in a public school, including, without limitation, participation in the Public Employees' Retirement System (PERS). The Charter School agrees to provide documentation to the School District on a quarterly basis evidencing that it has made the required contributions into the PERS system for each eligible employee.

17. Financial Services. The Charter School shall control and be responsible for financial management and performance of the Charter School including budgeting and expenditures. The Charter School shall operate on a fiscal year that begins on July 1 and ends on June 30. At all times, the Charter School shall maintain appropriate governance and managerial procedures and financial controls, including without limitation: (1) commonly accepted accounting practices and the capacity to implement them; (2) a bank account maintained within the State of Nevada; (3) adequate payroll procedures; (4) an organizational chart; (5) procedures for the creation and review of monthly and quarterly financial reports, including identification of the individual who will be responsible for preparing such financial reports in the following fiscal year; (6) internal control procedures for cash receipts, cash disbursements and purchases; and (7) maintenance of asset registers and financial procedures for grants in accordance with applicable federal and state law.

The Charter School shall undergo an independent financial audit conducted in accordance with generally accepted accounting principles (GAAP) performed by a certified public accountant each fiscal year. The results of the audit will be provided to the School District in written form in accordance with the date established by laws and regulations. The Charter School shall pay for the audit.

The Charter School shall prepare quarterly financial reports for the School District in compliance with this Agreement. Such reports shall be submitted to the School District no later than fifteen (15) days following the end of each quarter.

The Charter School agrees to maintain financial records in accordance with the governmental accounting method required by the Nevada Department of Education (the "Department") and/or School District and to make such records available upon request. The Charter School shall use and follow the chart of accounts and any grant codes as defined by the Department in the Nevada Common Elements for Accounting and Reporting K-12 Educational Finances. The Charter School shall assure that all financial records for the school are maintained, posted and reconciled at least monthly, and are open for public inspection during reasonable business hours.

Pursuant to NAC 387.770, the Charter School shall maintain a complete and current inventory of all school property and shall perform a physical inventory annually. Any asset

fees) resulting from the provision of the transportation services. Otherwise, the Charter School shall be responsible for providing students' transportation.

c. Food Services. The School District and the Charter School acknowledge and agree that in the event food services are required, an agreement may be negotiated which requires, among other things, the payment of the costs associated with obtaining such services, and that the Charter School agrees that it will indemnify, defend, and hold harmless the School District for any loss, expense, liability, damage, claim (including reasonable attorneys' fees) resulting from the provision of food services.

d. Child Find and Initial Special Education Evaluations. The School District and the Charter School acknowledge and agree that in the event the Charter School's child find and evaluation obligations for students with disabilities are triggered, an agreement may be negotiated which requires, among other things, the payment of the costs associated with obtaining such services from the School District, and that the Charter School agrees that it will indemnify, defend, and hold harmless the School District for any loss, expense, liability, damage, claim (including reasonable attorneys' fees) resulting from the provision of child find and initial special education evaluations. If the Charter School determines that it shall engage the services of the School District for child find and/or special education evaluations, the School District and the Charter School shall schedule a meeting to discuss the appropriate costs, and whether the Charter School requires a waiver of said costs due to financial constraints. If the Charter School requests a waiver of costs, the School District shall have the authority to review the Charter School's finances and approve/reject the Charter School's request.

e. Gifted and Talented Evaluations. The School District and the Charter School acknowledge and agree that in the event that a Charter School pupil requests an evaluation for admission into a gifted and talented program, an agreement may be negotiated which requires, among other things, the payment of the costs associated with obtaining such services from the School District, and that the Charter School agrees that it will indemnify, defend, and hold harmless the School District for any loss, expense, liability, damage, claim (including reasonable attorneys' fees) resulting from the provision of the evaluations.

f. School Police. The School District and the Charter School acknowledge and agree that in the event the Charter School requests the provision of school police officers pursuant to NRS 388A.378, a separate agreement may be negotiated that complies with the requirements of NRS 388A.381, including, among other things, the payment by the Charter School of the costs associated with obtaining such services from the School District, and that the Charter School agrees that it will indemnify, defend, and hold harmless the School District for any loss, expense, liability, damage, claim (including reasonable attorneys' fees) resulting from the provision of police services.

g. Other Services which may be mutually agreed upon. Except as may be expressly provided in this Agreement, as set forth in any subsequent written agreement between the Charter School and the School District pursuant to NRS 388A.381, or as may be required by law, neither the Charter School nor the School District shall be entitled to the use of or access to the services, supplies, or facilities of the other. Any service agreements between the School District

c. The Charter School agrees that the powers and duties of the School District as the Sponsor do not create a private cause of action against the School District as the Sponsor, including, but not limited to, claims related to the renewal of the Charter School, revocation of the charter, approval or denial of any amendment request of this Agreement, or actions related to the monitoring of the Charter School.

23. Insurance. The Charter School agrees that it will maintain all appropriate insurance coverage as required to protect itself and the School District, and specifically as required by NRS 388A.366 and NAC 388A.190. This would include coverage for general liability, industrial insurance, umbrella liability, educators' legal liability, employment practices liability, employment benefits liability (including PERS contributions), unemployment insurance, and professional and personal liability insurance for Charter School Governing Body members. The Charter School agrees to provide proof of insurance to the School District on an annual basis.

24. Special Education. The Charter School agrees to be responsible for the provision of special education services to students with disabilities who are participating in a program of special education pursuant to NRS 388.417 to 388.469, inclusive, who attend the Charter School in accordance with the requirements of state and federal law including Section 504 of the Rehabilitation Act of 1973, the Individuals with Disabilities Education Act (IDEA), and the Americans with Disabilities Act. The charter school is responsible, both financially and programmatically, for the response and resolution of special education administrative issues and proceedings, including, but not limited to, special education due process complaints and Nevada Department of Education State Complaints filed against them. The School District is not to be considered the "local education agency" (LEA) for purposes of compliance with the IDEA; rather, the School District shall only be deemed the LEA for the purpose of directing the proportionate share of any money available from federal and state categorical grant programs to the Charter School. The Charter School will be responsible for producing and maintaining a detailed special education procedures manual.

25. Administrative Agencies. The Charter School agrees that it is responsible, both financially and programmatically, for the response and resolution of any Office for Civil Rights, the Nevada Attorney General's Office, the Equal Employment Opportunity Commission, and any other administrative or state or federal complaints filed against them. The School District is not liable for any Office for Civil Rights, the Nevada Attorney General's Office, the Equal Employment Opportunity Commission, and any other administrative or state or federal complaints filed against the Charter School.

26. Oversight Authority of School District. Pursuant to NRS 388A.220 and NRS 388A.223 the School District shall have broad oversight authority over the Charter School and may take all reasonable steps necessary to confirm that the Charter School is and remains in material compliance with this Agreement, the Charter School Application, and applicable laws and regulations. The School District's oversight of the Charter School shall include, but not be limited to, the following activities:

- a. Oversight, intervention, termination, renewal, and closure processes and procedures for the Charter School;

The Charter School shall provide a list of Charter School Governing Body members to the School District, to the School District Superintendent, or his/her designee. The Charter School Governing Body shall also make the list available to any member of the public upon request. The list will be updated on an as needed basis.

All records established and maintained in accordance with the provisions of this Agreement, applicable policies and/or regulations, and federal and state law shall be open to inspection by the School District and other applicable agencies, entities, or individuals within a reasonable period of time after request is made. The Charter School shall establish a procedure by which parents, community members and other interested parties may submit letters of concern (for which action is needed/requested) and a timeline by which such action will be taken.

The Charter School shall inform the School District, to the School District Superintendent, or his/her designee, of any gifts, donations, grants, etc. received for the Charter School.

30. Intervention. Consistent with any oversight practices set out in the Charter School Performance Framework, the School District shall follow a progressive system of notification and calls for corrective action on the part of the Charter School. Any complaints or concerns received by the School District about the Charter School or its operation including but not limited to complaints filed with the Office for Civil Rights, the Nevada Attorney General's Office, and Equal Employment Opportunity Commission, shall be forwarded promptly by the School District to the Charter School. The Charter School shall promptly forward to the School District any formal complaints or concerns received by the Charter School filed with or from the Office for Civil Rights, the Nevada Attorney General's Office, Equal Employment Opportunity Commission, and/or formal grievances filed by any party with the Charter Governing Body. Such forwarding of complaints or concerns shall not relieve Charter School of the responsibility of resolving the complaints or concerns.

The Charter School shall defend, indemnify, and hold harmless the School District for any costs, attorney fees, and/or financial penalties imposed on the School District by state and/or federal authorities due to actions or omissions of the Charter School relative to regulatory compliance. To the extent that concerns or complaints received by the School District about the Charter School may trigger School District intervention, including termination or non-renewal of the Agreement, the School District may monitor the Charter School's handling of such concerns or complaints. In such cases, the School District may request, and the Charter School shall provide information regarding the Charter School's actions in responding to those concerns or complaints.

31. Termination. As provided by law, the School District may reconstitute the Charter School Governing Body of the Charter School, or this Agreement may at any time be terminated by the School District before its expiration upon determination by the School District that the Charter School, its officers or its employees:

- a. Committed a material breach of the terms and conditions of this Agreement;

33. **Notification.** The Charter School shall notify the School District within five (5) calendar days or less of any conditions that it knows are likely to cause it to violate the terms of this Agreement or the Charter School Renewal Application. Such notification shall not be construed as relief from the Charter School's responsibility to correct such conditions. The Charter School shall notify the School District within five (5) calendar days or less of any circumstances requiring the closure of the Charter School, including but not limited to natural disaster, other extraordinary emergency, or destruction of or damage to the school facility.

The Charter School shall notify the School District within five (5) calendar days or less of the arrest or charge of any members of the Charter School Governing Body or any Charter School employee for a crime punishable as a felony, any crime related to the misappropriation of funds or theft, any crime or misdemeanor constituting an act against a minor child or student, or of the investigation of a member of the Charter School Governing Body or any Charter School employee for child abuse.

The Charter School shall notify the School District within five (5) calendar days or less of any change to its corporate legal status. The Charter School shall notify the School District within five (5) calendar days of any changes to the Charter School's financial condition and sustainability. The Charter School shall notify the School District within five (5) calendar days or less of any default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more. The Charter School shall notify the School District within five (5) calendar days or less if at any time the Charter School receives notice or is informed that the Charter School or the School District are parties to a legal suit.

34. **Miscellaneous Provisions.**

a. **Entire Agreement.** This Agreement contains all terms, conditions and provisions hereof and the entire understandings and all representations of understandings and discussions of the parties relating thereto, and all prior representations, understandings and discussions are merged herein and superseded and canceled by this Agreement.

b. **Amendment.** This Agreement may be modified or amended by the School District upon the occurrence of certain exigent circumstances, including, but not limited to, changes in Nevada law and/or regulations. Any amendment by the School District upon the occurrence of such circumstances shall not be deemed invalid for lack of consideration. Any amendment to the charter of the school must be shared with the sponsor, where a formal meeting will be held with the Board to articulate such changes to the charter agreement. Examples of such amendments may include: (1) expanding the grade levels served by the charter school; (2) significantly increasing or decreasing enrollment; (3) acquiring additional facilities to expand the enrollment of the charter school; or (4) consolidating the operations of multiple charter schools. Such an amendment may not be made unless approved by the Board. Such changes to the charter agreement will warrant a review of the current agreement to ensure all approved adjustments are articulated within the agreement.

i. **Invalidity.** If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of the Agreement shall remain in effect, unless otherwise terminated by one or both of the parties in accordance with the terms contained herein.

j. **Counterparts; Signatures.** The Agreement may be signed in counterparts, which shall together constitute the original Agreement. Signatures received by facsimile or email by either of the parties shall have the same effect as original signatures.

k. **Final Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements and understandings, written or oral, between the Parties hereto pertaining to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Date: _____ Date: _____
HIGH DESERT MONTESSORI SCHOOL WASHOE COUNTY SCHOOL DISTRICT

By: _____ Charter School Governing Board
President Joe Ernst
By: _____ Superintendent

ATTEST: APPROVED AS TO FORM:
Date: _____ Date: _____
XXXXX CHARTER SCHOOL WASHOE COUNTY SCHOOL DISTRICT
OFFICE OF THE GENERAL COUNSEL

By: _____ Charter School Governing Board
Clerk Sara Montalvo, Esq.
By: _____ General Counsel