

**THIRD AMENDMENT
FINANCIAL ASSISTANCE AGREEMENT**

This Third Amendment is made and entered into this ____ day of _____, 2026 by and between the County of Clark ("County"), a political subdivision of the State of Nevada, and Rainbow Dreams, LLC ("Academy"), a charter school organized under the laws of Nevada Revised Statutes 388A.

WITNESSETH:

WHEREAS, the parties entered into the Financial Assistance Agreement ("Agreement") on May 19, 2020; and

WHEREAS, the Agreement with Rainbow Dreams, LLC is for the benefit of the Rainbow Dreams Early Learning Academy program; and

WHEREAS, on March 15, 2022, the parties entered into the First Amendment extending the Agreement to June 30, 2025;

WHEREAS, on April 15, 2025, the parties entered into the Second Amendment extending the Agreement to June 30, 2026; and

WHEREAS, the Parties desire to amend the Agreement to extend the expenditure of the Funds for the Program through June 30, 2029 and provide for other updates to the Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and, in the Resolution, the parties agree as follows:

1. Financial Assistance. A new section 1(e) is hereby added:

(e) The current school year budget will be aligned with prior year student enrollment levels. Should average annual enrollment fall below 160 students, the next year's budget will be adjusted accordingly.

2. Term. The term in Section 2 of the Agreement shall be extended from June 30, 2025 to June 30, 2029.

3. Program. Section 3(d) is hereby amended to read:

(d) **Classes.** Beginning July 1, 2026, the Academy will provide Pre-K classes or Transitional Pre-K for a minimum of 160 children who need extra time for kindergarten readiness. Each class will have no more than twenty (20) children with two (2) professional staff in each class to include one (1) teacher meeting the eligibility requirements of the Nevada Ready! designation of a highly qualified educator and one (1) appropriately qualified teaching assistant.

4. Quarterly Reports. Section 13 is hereby amended to read:

The Academy agrees to provide quarterly reports to Clark County Chief Financial Officer at P.O. Box 551211, Las Vegas, NV 89155 or emailed to ccfiscalconrecoveryfunds@clarkcountynv.gov. Quarterly reports will be submitted on or before January 30th, April 30th, July 31st, and October 30th of each year. Each report shall include the following monthly information:

- (a) Numbers of students enrolled each month by Pre-K class and transitional Pre-K class by zip code;
- (b) Identify the number of students attending in person versus the number of students participating in at home learning by zip code;
- (c) Pay register for licensed staff assigned to each Pre-K class and each transitional Pre-K class; and
- (d) Any disenrollment by each Pre-K class and transitional Pre-K class by zip code.

5. Quarterly Reports. Section 13(b) is hereby amended to read:

(b) When distance learning is being utilized, identify the number of students attending in person versus the number of students participating in at home learning by zip code.

6. Quarterly Reports. A new section 13(e) is hereby added:

(d) Quarterly reports will include quarterly budget information specific to Pre-K Classes.

7. Assignment; Change in Control

This Agreement is personal to the nonprofit and may not be assigned, delegated, transferred or otherwise conveyed, whether voluntarily, involuntarily, by operation of law, merger, consolidation, sale of assets or otherwise without the prior written consent of Clark County. Any attempted assignment, delegation or transfer or change in control without such prior written consent shall be null and void and shall constitute a material breach of this Agreement. For purposes of this section, "change in control" includes any transaction or series of transactions resulting in a transfer of controlling interest in the nonprofit or its assets, or any merger, consolidation or other reorganization in which the nonprofit is not the surviving entity. Upon any assignment, delegation or transfer or change in control whether or not consent is requested Clark County may in its sole discretion, terminate this Agreement with thirty (30) days' notice.

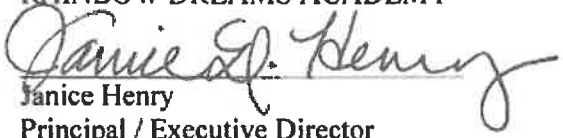
8. Except as expressly amended in this Third Amendment, the Agreement shall remain in full force and affect.

IN WITNESS WHEREOF, this Amendment has been executed and approved and is effective and operative when signed by both parties.

ENTERED INTO this ____ day of _____ 2026.

RAINBOW DREAMS ACADEMY

COUNTY OF CLARK


Janice Henry

Principal / Executive Director

Chair, Board of Commissioners

Attest:

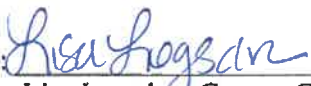
Attest:

Board Clerk

County Clerk

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: 

Lisa Logsdon, County Counsel