



Teach Las Vegas

TEACH Las Vegas. Regular Board Meeting

Published on September 16, 2022 at 1:30 AM PDT
 Amended on September 20, 2022 at 10:10 AM PDT

Date and Time

Tuesday September 20, 2022 at 5:00 PM PDT

Agenda

	Purpose	Presenter	Time
I. Opening Items			5:00 PM
A. Call the Meeting to Order		Trishawn Allison	
B. Record Attendance		Beth Bulgeron	1 m
C. Public Comment		Trishawn Allison	5 m

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

II. CONSENT ITEMS 5:06 PM

Consent Items- Items under Consent Items will be voted on in one motion, unless a member of the Board request that an item be removed and voted on separately, in which case the Board Chair will determine when it will be balled and considered for action. Due to the set-up of Board On Track, approval of any board meeting minutes will be done throughout consent and listed as items B-Z (as needed) under Consent Items.

A. Approval of Board Agenda	Vote	Trishawn Allison	3 m
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	Purpose	Presenter	Time
B. Approve the Minutes of the August 23, 2022 Board Meeting	Vote	Trishawn Allison	2 m

III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION 5:11 PM

A. Fiscal Report	Vote	Matthew Brown	5 m
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Monthly fiscal report and update on actual enrollment from the first 2 weeks of the 2022-2023 school year and fiscal implications.

B. New Board Candidates	Vote	Trishawn Allison	5 m
vote and discussion			

C. Revised Procurement Policy	Vote	Matthew Brown	5 m
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D. Update on Compliance and Fundraising	Discuss	Beth Bulgeron	5 m
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E. Troops Substitute Teacher Services Contract	Vote	Matthew Brown	5 m
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F. Zedu Plus Contract for After School Services	Vote	Matthew Brown	5 m
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G. Cleaning Contract	Vote	Matthew Brown	5 m
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H. Facilities Planning Update	Discuss	Matthew Brown	8 m
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I. Executive Director Report	FYI	Andrea Moore	5 m
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IV. Closing Items 5:59 PM

A. Upcoming Meeting Date	FYI	Trishawn Allison	5 m
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The next regular Board Meeting is scheduled for September 20, 2022 at 5 pm.

B. Public Comment			5 m
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C. Board Member Comments			5 m
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D. Adjourn Meeting	Vote		
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Coversheet

Approve the Minutes of the August 23, 2022 Board Meeting

Section:	II. CONSENT ITEMS
Item:	B. Approve the Minutes of the August 23, 2022 Board Meeting
Purpose:	Vote
Submitted by:	
Related Material:	2022_08_23_board_meeting_minutes.pdf

DRAFT



Teach Las Vegas

Minutes

TEACH Las Vegas. Regular Board Meeting

Date and Time

Tuesday August 23, 2022 at 5:00 PM

Directors Present

D. Horn (remote), N. Sarisahin (remote), T. Allison (remote)

Directors Absent

C. Igeleke

Guests Present

Anrdrea Moore, B. Bulgeron (remote), Matt Brown, R. Carranza

I. Opening Items

A. Call the Meeting to Order

B. Record Attendance

C. Public Comment

No public comment

II. CONSENT ITEMS

A. Approval of Board Agenda

T. Allison made a motion to Approve the board agenda.

N. Sarisahin seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

N. Sarisahin Aye
C. Igeleke Absent
T. Allison Aye
D. Horn Aye

B. Approve the Minutes of the July 28, 2022 Special Board Meeting

T. Allison made a motion to Approve the minutes of the July 28, 2022 Special Board meeting.

N. Sarisahin seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

C. Igeleke Absent
T. Allison Aye
N. Sarisahin Aye
D. Horn Aye

III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION

A. Fiscal Report

Theresa Thompson gave the presentation for the fiscal report and discussed the updates to financials which included that the school was waiting for possible additional revenue and she explained the Opportunity 180 grants reimbursement process and the impact that was having on cash flow. Board member Sarisahin asked questions and discussed particulars about state reporting workbooks.

B. New Board Candidate

Matt Brown introduced board candidate Julie Carver to the board and shared her background and previous collaborations. Ms. Carver introduced herself and discussed her background and experience and enthusiasm for the opportunity to serve on the board.

C. Executive Director Report

Andrea Moore gave the executive director report which included details about enrollment, special populations and the first two weeks of school. The school has 344 students enrolled and high numbers of special education and homeless students. Ms. Moore also described her efforts to get organizations in the community to support the students at the school through mentoring or other activities such as mock trial.

D. Update on Board Professional Development and Compliance Requirements

Beth Bulgeron presented the opportunity for the board to obtain the required training however, two of the three board members in attendance already completed the training. Beth and Andrea also discussed the fingerprinting requirement and answered board questions about that process.

E. Board Fundraising and Support

Due to the high homeless population at the school, Beth Bulgeron introduced the idea of fundraising or a supply drive to the board. The board discussed ideas and agreed to explore options and tap their own network to bring resources to needy students.

IV. Closing Items

A. Upcoming Meeting Date

The next Regular Board meeting will be held September 20, 2022 at 5 pm.

B. Public Comment

There was no public comment.

C. Board Member Comments

No board member comments.

D. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 5:54 PM.

Respectfully Submitted,
T. Allison

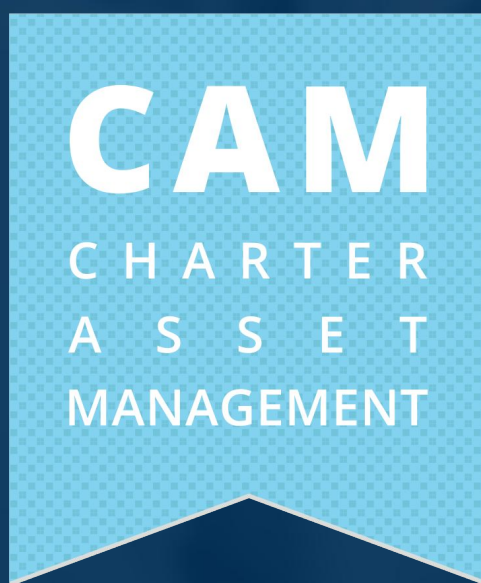
Coversheet

Fiscal Report

Section: III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL
ACTION
Item: A. Fiscal Report
Purpose: Vote
Submitted by:
Related Material:
Factoring Term Sheet TEACH Las Vegas September 20, 2022.pdf



Factoring Term Sheet



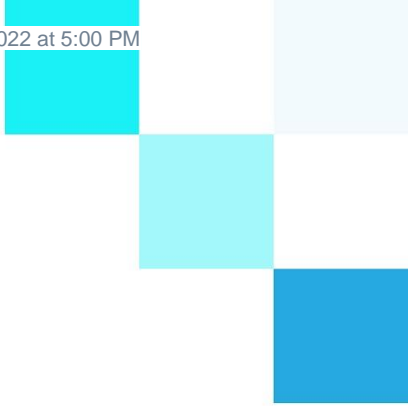
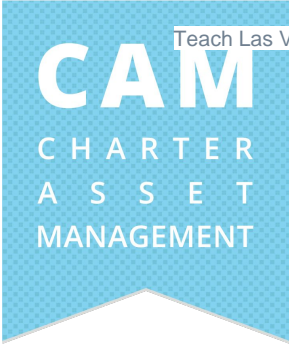
About CAM

Charter Asset Management (CAM) provides charter schools and charter school networks with funding via receivables factoring, term loans, and revolving lines of credit.

CAM's mission is to help charter schools reach their full potential via sound lending and investing practices. Since 2012, Charter Asset Management has provided over \$1 billion in funding to charter schools and charter school networks nationwide. We strive to be the best source of capital for charter schools.

National Leader in Charter School Financing





Highlights & Strengths

CAM has provided charter schools and charter school networks with more than \$1 billion in funding since its inception.

CAM opened a \$10 million revolving line of credit with Rocketship Education in California.

CAM funded a term loan to Phoenix Charter Academy for the school's real estate acquisition.

CAM Strengths:

- Expertise:** CAM knows charter schools. Our team has extensive experience working with charter school networks, understands their many unique challenges, and is dedicated to finding meaningful solutions.
- Collaboration:** CAM collaborates with charter schools to provide bespoke funding solutions and works proficiently around existing bonds or planned long-term financings.
- Flexibility:** CAM provides charter schools with flexible capital. We are not a bank and will not require depository business as a part of our relationship with clients.
- Speed:** Our agility as an organization allows us to issue a proposal, conduct due diligence, and fund in an expedited manner.

CAM Factoring Term Sheet

September 20, 2022

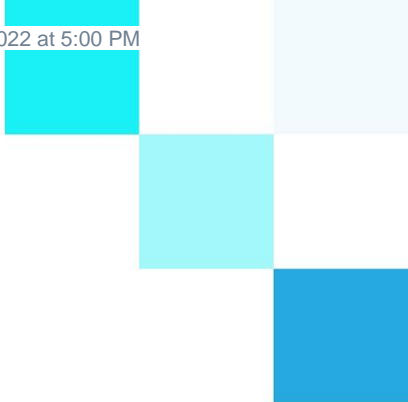
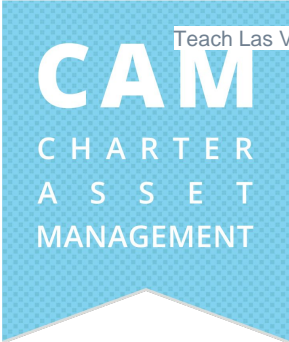
Mr. Matt Brown
Chief Financial & Operating Officer
TEACH Las Vegas
4660 N. Rancho Drive, Las Vegas, NV 89130

Dear Mr. Matt Brown,

Charter Asset Management Fund, L.P. (“Purchaser”) appreciates this opportunity to continue our relationship with TEACH Las Vegas (“Seller”). We would like to propose the following terms and conditions for the factoring transaction under discussion. Please note that this letter is not intended to constitute a commitment to factor on the part of the Purchaser, but to summarize for discussion purposes the working capital accommodation that we are interested in considering. Notwithstanding the foregoing, the terms under the heading “Confidentiality” as set forth below in this letter shall constitute a binding and legally enforceable agreement between the parties.

Factoring is a common financing transaction used in many industries where future revenues, in this case, state-aid receivables, are purchased at a discount to advance capital for use in the present. In other words, CAM will provide capital to your charter school now by purchasing a portion of the state-aid due to your school in the future.

Purchaser	Charter Asset Management Fund, L.P.
Seller	TEACH Las Vegas
Net Amount Funded	\$200,000.00
Factored Amount	\$203,438.10
Cost of Capital	\$3,438.10
Legal & Admin Fee	N/A
Closing Date	September 26, 2022



Collateral

Purchaser will be provided a perfected first position security interest in all of the Seller’s present and future assets, including intellectual property and general intangible assets including but not limited to first and exclusive position of all future state revenue. Seller authorizes Purchaser to file UCC-1 financing statements and other necessary documents with UCC filing offices showing Purchaser as secured party and Seller as debtor and covering all of the above-described collateral.

Dominion

All state and other payments to be intercepted and distributed by a designated trustee, control account or cash collateral account pursuant to a deposit account control agreement.

Repayment Schedule

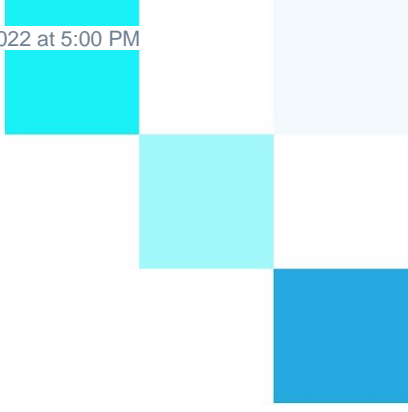
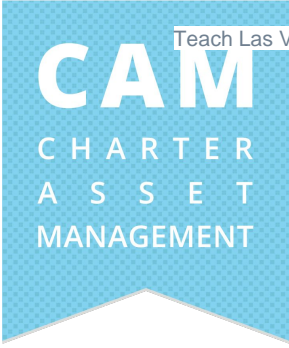
Pursuant to Repayment Schedule Below

Offer Expiration

September 23, 2022

Receivable Schedule

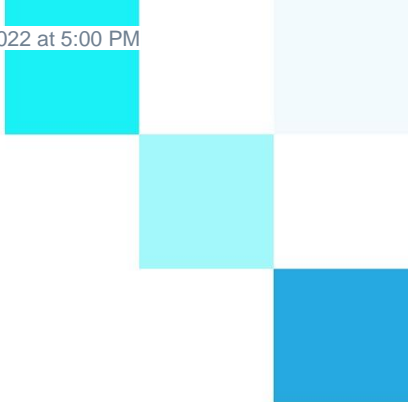
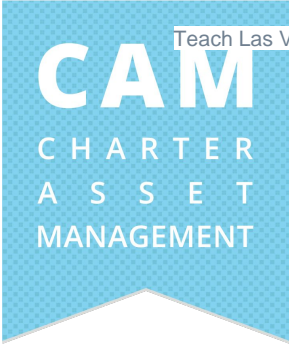
Account Authority / Payor	Account Receivable	Amount Purchased	Admin Fee	Discount %	Discount	Amount Funded
Nevada Department of Education	FY 22-23 State Aid Distributive School Account (DSA) Oct PMT, 2nd Tranche. District Code# ???. School Code# 112100	\$203,438.10	\$ -	1.69%	\$3,438.10	-\$200,000.00
Total		\$203,438.10	\$ -		\$3,438.10	-\$200,000.00



Repayment Schedule

Account Receivable	Repayment Date
FY 22-23 State Aid Distributive School Account (DSA) Oct PMT, 2nd Tranche. District Code# ???. School Code# 112100	November 1, 2022

*Disbursement timing for federal, state, county, and local state aid can vary. Account receivables sold to CAM are due when disbursed.



Seller

TEACH Las Vegas

By: _____

Name: Mr. Matt Brown

Title: Chief Financial & Operating Officer

Dated: _____

Purchaser

Charter Asset Management Fund, L.P.

By: Charter Asset Management GP, LLC.

Its: General Partner

By: _____

Name: Paul Im

Title: Managing Partner

By: _____

Name: David Park

Title: Managing Partner

Thank you for choosing to fund with Charter Asset Management.

This proposal letter is provided solely for the purpose described herein and may not be disclosed to or relied upon by any other party without the Purchaser's prior written consent. This proposal is intended to form the basis for a discussion of a working capital accommodation, and further negotiations adding to or modifying the general scope of the major terms shall not be precluded by the issuance of this Proposal Letter. This proposal is confidential and proprietary for the sole purpose of discussions between the parties hereunder.

Purchaser reserves the right to issue press releases, advertisements, and other promotional materials describing any successful outcome of services provided on your behalf. The Seller agrees that Purchaser shall have the right to identify the Seller by name in those materials.

Whether or not the transaction contemplated herein is consummated, by your acceptance hereof: (a) you agree to bear all reasonable out-of-pocket expenses of Purchaser and all fees and disbursements of Purchaser's counsel (including the allocated costs of inside counsel) relating to the preparation of this letter and of the proposed financing documentation and to the transaction contemplated hereby and thereby, if applicable, and (b) you agree to indemnify Purchaser, its affiliates, and their respective directors, officers and employees and to defend and hold Purchaser, its affiliates and such other persons harmless from and against all losses, claims, damages, liabilities and expenses (including expenses of litigation or preparation thereof) which Purchaser or any such affiliates or such other persons in connection with or arising out of the matters referred to herein, except for damages resulting from the gross negligence or willful misconduct of the Purchaser.

Proposed Timeline



**Revolving Line
of Credit Term
Sheet**

–
Today

**Proposal &
Agreements
Review**

–
1 month

**Agreements
Finalized &
Executed**

–
2 weeks

**Due Diligence &
Underwriting**

–
1 – 2 weeks

Financial Close

–
Negotiable



CAM

CHARTER
ASSET
MANAGEMENT



Thank You!

Your CAM Support Team

Paul Im - Managing Partner

Jonathan Yeh - Finance Department

General Inquiries:
(213) 335-6275

Email:
client.services@charterassetmanagement.com

Coversheet

Troops Substitute Teacher Services Contract

Section: III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION
Item: E. Troops Substitute Teacher Services Contract
Purpose: Vote
Submitted by:
Related Material: TEACH Las Vegas TROOP Agreement 2022-2023 - unsigned (1).pdf



MASTER SERVICES AGREEMENT
TROOP, LLC
AND
TEACH Las Vegas

This MASTER SERVICES AGREEMENT together with Addenda and Exhibits (collectively, the "Agreement") is made and entered into this 1st Day of July, 2022 ("Effective Date"), by and between TROOP, LLC ("Troop"), a Nevada limited liability company, having its principal place of business at 6630 Surrey St., Las Vegas Nevada 89119 and TEACH Las Vegas or "Client", having its principal places of business at 4660 N. Rancho Dr. Las Vegas, NV 89130

WHEREAS, Troop is in the business of providing substitute teaching services ("Troop Services"); and

WHEREAS, TEACH Las Vegas, is in need of substitute teachers;

WHEREAS, TEACH Las Vegas desires to engage Troop to provide Troop Services under the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. TERM OF AGREEMENT

The initial term of this agreement shall be from July 01, 2022 to June 30, 2023. Following the completion of the Initial Term, this agreement shall automatically renew and remain in full force and effect for additional terms of 12 months, and shall remain in effect until either party has given written notice to the other party by delivering notice of termination as specified herein.

2. TROOP SERVICES

Troop provides substitute teachers ("Sub"). Troop will use its best efforts to supply Client with Subs for the hours and times requested by Client. Nothing contained herein will guarantee that TROOP will be able to fill any particular request of Client for Troop Services. Further, nothing contained herein will guarantee that a Sub, once assigned to Client, will be able to complete the assignment. Client hereby releases and relieves Troop from all liability in connection with its failure to provide a Sub when requested by Client or to replace a Sub who has begun an assignment.

3. SUB ASSIGNMENTS AND RATES

A. Sub Assignments

- (i) Client will provide Subs with work assignments consistent with Client's standard workday and calendar, not to exceed 8 hours per workday ("Standard Workday").
- (ii) All assignments entered on the TROOP Dashboard must accurately reflect what the substitute teacher will be expected to do for the length of the assignment. Substitute teachers will have the right to deny a change in assignment the day of. If the school changes the assignment, on the date of said assignment, the school will be liable to pay the daily rate.

B. Sub Rates

(i) Compensation Rate

a. Regular Rate

Client will pay Troop ONE HUNDRED SEVENTY-TWO AND 50/100 DOLLARS (\$172.50) per day per Sub for a full day. Client will pay Troop ONE HUNDRED AND SIX DOLLARS (\$106.00) per day per Sub for a half-day.

b. Long-Term Rate

The Long-Term Rate shall apply when a Sub enters their 6th consecutive day at the Client's campus. Client will pay Troop ONE HUNDRED EIGHTY AND TWO 50/100 DOLLARS (\$182.50) per day per Sub for each day over the 6th day at Client's campus.

- c. Additional rates apply for Non-Licensed, Special Rates/Long-Term Substitutes, WIDA Testers, and Hospital Homebound. See Rate Sheet below:

(ii) Days

A half day is defined as a 4-hour shift or less. Half-day shifts are either: 8:00 am to 12 pm or 12:00 pm to 4:00 pm or another 4-hour period agreed upon by the parties. A full day is defined as a full school day, not to exceed 8-hours.

There will be no hourly adjustments. Substitute teachers will be expected to complete the full-time frame on the initial assignment unless released by the school designee. (i.e., if the assignment is listed for 7:30 am – 3:30 pm and the substitute teacher arrives at 7:45, their assignment time will be updated to reflect an end time of 3:45 pm.) Same will apply to half day assignments. If an assignment exceeds the 8-hour workday, the school will automatically incur a fee of \$20 per 30-minute interval.

	Sub Pay Rate	Bill Rate
Regular (Full Day)	135	172.50
Regular (Half Day)	67.50	106.00
Long Term: (On Day 6)	145	182.50
Non-Licensed	100	137.50
Non-License Long-Term	110	147.50
WIDA Testing	135	172.50
Additional Fees		
Late Cancellations (After 9 pm of the day prior to the assignment)	\$20	\$50
Dashboard Fee (Any assignments not entered on the dashboard when payroll is processed for the current pay period will incur a fee)		\$25
Special Rates <i>*used for LT or by request*</i>	Negotiated by TROOP and the school.	Negotiated by TROOP and the school.

- (IV) If a school requests or would like to hire a substitute teacher to fulfill a long-term assignment, the first 90 days of the assignment will be through TROOP. Following the 90 days, the school may choose to hire the substitute teacher at no additional cost to the school. The assignments include but are not limited to, long-term classroom vacancies, on-campus substitute teacher, reflective practice, and any other position on the campus.

A school may have the 90-day waiting period waived by TROOP by paying a buyout fee of \$2500 for the individual. This fee is non-negotiable, even if the individual is a referral from the campus.

If a substitute teacher resigns from TROOP, a campus may not hire the employee for 30 days from their effective resignation or termination date.

- (V) The terms of this agreement extend through the calendar year and are not limited to the academic year. Meaning, if you would like to hire a substitute teacher to work during summer camps, summer school, and at any other capacity it is to be through TROOP.

4. SUBS QUALIFICATIONS

- A. Licensure

All Subs provided to Client pursuant to this Agreement shall be qualified to perform the services requested and will be certified and/or licensed during the term hereof to perform the applicable Troop Services in the state in which Client requests a Subs to perform services.

B. Screening of Subs

Subject to the limitations of applicable federal, state and local laws and regulations, as part of a Sub's licensing a background check is completed. Subs are subject to drug testing as requested by Troop. All Subs are interviewed by Troop and complete training through Troop.

TROOP clients will maintain the right and discretion to ask that any substitute teacher not be allowed to accept assignments on their campus. TROOP clients will work with TROOP to find satisfactory corrections to minor infractions to limit substitute teacher restrictions from their campus.

C. Employees and Subcontractors

All Subs provided to Client pursuant to this Agreement are employees or subcontractors of Troop and Troop is solely responsible for the wages or fees, benefits (if any), and tax withholding (if any) of the Subs. Troop reserves the right to terminate, discipline, or reassign Subs if such action is warranted in its sole discretion. In the event Client is dissatisfied with the services of a particular Sub, Client's sole remedy is to notify Troop of its dissatisfaction. If Troop is unable to cure Client's dissatisfaction within a reasonable amount of time, Troop will provide Client with another Sub if available. In addition to Troop policies, all Subs are subject to Client's policies and procedures.

D. Health Insurance Portability and Accountability Act ("HIPAA") Compliance

Troop and all Subs providing Troop Services to Client pursuant to this Agreement will comply with HIPAA and regulations promulgated thereunder in regard to the disclosure of "Protected Health Information", as defined therein.

E. Family Educational Rights and Privacy Act ("FERPA") Compliance

Troop and all Subs providing Troop Services to Client pursuant to this Agreement will comply with FERPA and regulations promulgated thereunder in regard to the disclosure of Student Education Records as defined therein.

5. CLIENT'S OBLIGATIONS

A. Facility

To the extent Client provides the facility in which the Sub performs services, and such facility is not a private personal residence, such facility will be well lit, climate controlled, and free from recognized hazards. Client warrants and represents that the facility in which the Sub will perform services complies with all federal, state, and local health and

safety codes, laws and regulations, and with all federal, state, and local laws governing reasonable accommodations for disabled individuals. Client will also provide free parking and restroom facilities for use by the Sub.

B. Equipment

Client will provide the Sub with all equipment reasonably necessary for the Sub to perform mandated services hereunder, including without limitation, office supplies, access to equipment, and materials, and technology required to implement and perform services. If Client has an automated and/or mandated documentation method, requiring access to an Intranet and/or a proprietary Student/Patient Information Management System, the Client must identify an assigned computer to the Sub, and provide training and grant full access to implement that method.

6. BILLING AND INVOICING

A. Invoicing

Troop will send semi-monthly invoices to Client, at Client's email address as indicated below. Troop invoices are based on timecards completed by Subs. Payment is due in full upon receipt in accordance with instructions on the invoice. If any payment is not paid within thirty (30) days of the date of invoice, unpaid balances will be assessed interest charges of 1.5% per month [18 percent (18%) per annum]. The ability to invoice based on approval of the contract will not be unreasonably withheld. A flat administrative fee of \$50.00 will be charged to Client for each invoice that requires original, written paper documentation be provided to Client for invoice support.

B. Payment

Troop anticipates prompt remittance of amounts due. The preferred method of payment is through the Automated Clearing House Processing System ("ACH") upon conditions of invoice - related banking information:

Bank Name: Routing/ABA # Account # Account Name

Nevada State Bank
122400779
0612074468
Troop, LLC

Checks may alternatively be mailed to the following addresses:

Postal Mail: TROOP, LLC
6630 Surrey St.
Las Vegas, Nevada 89119

Troop will not pay convenience fees, surcharges, or any additional costs for payments made by credit card. If Client elects to pay with a credit card, Troop reserves the right to assess a credit card processing fee equal to the additional cost for payments made by credit card.

C. Contact Information

The Client hereby designates a financial liaison to be contacted in the event of billing, payment or other questions regarding the financial matters of this Agreement as follows:

Contact Name: TEACH Las Vegas / Andrea Moore

Email: amoore@teachlv.org

Inquiries of the Client to Troop should be directed to the Accounts Receivable Representative at 702-478-5300.

7. INSURANCE

A. Provided by Troop

Troop shall maintain Professional Liability Coverage with limits of no less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

B. Provided by Client

Client shall maintain Comprehensive General Liability with bodily injury and property damage with combined single limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, naming Troop as an additional insured.

Upon request, the parties agree to provide each other with insurance certificates evidencing the requisite insurance coverage, which contains a provision that the coverage afforded under the policies will not be cancelled without thirty (30) days written notice.

8. INDEMNIFICATION

The parties hereto agree to indemnify, defend and hold harmless, each other and their respective parents, subsidiaries and affiliates, directors, officers, agents, servants and employees, from and against any and all claims, demands, causes of action, proceedings, losses, damages, fines, penalties, liabilities, judgments, orders, costs and expenses including, without limitation, reasonable attorney's fees and legal costs, sustained or incurred by or asserted against the party seeking indemnification by reason of, arising from, or in any way attributable to the duties, responsibilities or obligations of the other party under and during the term of this Agreement; any negligence, wrongful act, intentional act, or omission of or by the other party, their agents, servants, employees, officers, representatives or subcontracts, provided that this indemnification shall not apply to the sole negligence or wrongful act of the party seeking indemnification, their agents, servants, employees, officers, representatives, subcontractors and related entities. The aforesaid indemnification shall survive termination of this Agreement.

9. TERMINATION OF AGREEMENT

Either party may terminate this Agreement upon forty-five (45) days written notice to the other party. In the event Client terminates the Agreement, Client will be responsible to pay for the following:

- A. All services performed by Subs through the effective date of termination; and
- B. All expenses incurred by Troop in placing a Sub with Client, including without limitation nonrefundable security deposits, prepaid rent, transportation costs, utility deposits and the like.

Troop may terminate the Agreement immediately upon notice to Client if;

- C. Client fails to pay any invoice within forty-five (45) days of its due date; or
- D. Any petition is filed or proceeding is commenced by or against Client for adjudication as a bankrupt or insolvent entity under federal bankruptcy law or any other bankruptcy and insolvency act; or a proceeding for reorganization is filed by or instituted against Client; or Client makes an assignment for the benefit of creditors; or a proceeding is filed or instituted for the appointment of a receiver for Client.

10. EXCLUSIVITY

Client shall not enter into any agreement with any competitor of Troop for similar or alike services. Client agrees that Troop will be the sole and exclusive provider of substitute teaching services.

11. CONFIDENTIALITY

Client and Troop agree to keep the terms of this Agreement confidential and not to disclose the terms to any third party, including without limitation, employees of Troop, provided however, that this paragraph shall not apply if such disclosure is required by law or court order. Client agrees to inform all persons, whether employees, contractors, or agents of Client, with knowledge of the terms of the Agreement of the confidentiality provisions contained herein.

12. NOTICE

Any notice required to be given hereunder shall be in writing and shall be either hand delivered, mailed via certified mail, or mailed via a nationally recognized overnight courier to the addresses set forth below.

- A. Troop, LLC
6630 Surrey St.
Las Vegas, Nevada 89119
Attention: Brooke Reeves, Managing Partner
- B. TEACH Las Vegas
4660 N. Rancho Dr. Las Vegas, NV 89130

Notices are effective upon mailing or delivery to overnight courier service, as the case may be.

13. ASSIGNMENT

A. By Client

This Agreement may not be assigned by Client without the express written consent of Troop, which consent will not be unreasonably withheld.

B. By Troop

This Agreement may be assigned by Troop to Troop' successor or to any affiliate of Troop and their respective successors.

14. ADDENDA AND EXHIBITS

All addenda and exhibits, if any, referred to in or attached to this Agreement are and shall be deemed to be an integral part of this Agreement as if fully set forth herein.

15. Parties to the Agreement

The Client acknowledges that all of the Client's duties and obligations under this Agreement are the sole responsibility of the Client and are not the responsibility of the State of Nevada, the Nevada State Public Charter Authority, or the Nevada Department of Education.

16. ENTIRE AGREEMENT

This Agreement, together with all addenda and exhibits attached hereto, constitute the entire agreement between the parties hereto and supersedes all prior oral and written negotiations and agreements. This Agreement may only be modified in a writing signed by all parties hereto.

17. WAIVER AND SEVERABILITY

No delay or omission by either party to enforce or exercise any right, remedy or power under this Agreement shall be construed as a waiver of such right, remedy or power. A waiver by either party of any breach or default under the terms of this Agreement shall not constitute a waiver of any subsequent breach or default. In the event any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. Nothing in this Agreement shall be construed as a waiver of the limitations of damages against a local government contained in NRS 41.035.

18. JURISDICTION AND APPLICABLE LAW

This Agreement is deemed to have been made in the State of Nevada, County of Clark, and shall be interpreted in accordance with Nevada law, without regard to its conflict of law principles. The parties agree that all litigation arising out of this Agreement must be brought in Nevada state court in Clark County, or in the United States District Court for the District of Nevada, sitting in Las Vegas, Nevada, and

that the court will have personal jurisdiction over the parties, and that the venue of the action shall be appropriate to and exclusive in such court.

19. BINDING AGREEMENT

This Agreement shall inure to the benefit of, and be binding upon the parties' respective successors and assigns.

20. ATTORNEYS' FEES AND COSTS

In the event of litigation arising out of this Agreement, the prevailing party in such litigation shall be entitled to payment of its reasonable attorneys' fees and costs from the other party.

21. CUMULATIVE REMEDIES

No right or remedy herein conferred or reserved in this Agreement is exclusive of any right or remedy provided or permitted at law or in equity, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise, and may be enforced concurrently therewith or from time to time.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and date first written above.

TEACH Las Vegas Representative Signature

By: _____
Printed Name and Title

Troop, LLC
By: Brooke Reeves, Managing Partner

Coversheet

Zedu Plus Contract for After School Services

Section:	III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL
ACTION	
Item:	F. Zedu Plus Contract for After School Services
Purpose:	Vote
Submitted by:	
Related Material:	ZeduPlus Agreement 22-23.pdf

Memorandum of Agreement

This Memorandum of Agreement is made on August 01, 2022 by and between ZeduPlus, 5286 River Glenn Drive #429, Las Vegas, Nevada, 89103, hereinafter "ZP" and TEACH Las Vegas, 4660 N. Rancho Drive, Las Vegas, Nevada, 89130, hereinafter "TLV".

The parties hereby bind themselves to undertake a Memorandum of Agreement ("Agreement") under the following terms and conditions:

TERM. The term of this Agreement shall be 9 Months unless terminated sooner in accordance with the terms of this Agreement (the "Term").

GOALS AND OBJECTIVES. Afterschool Care & Enrichment Program 2022 - 2023 The Parties to this agreement shall abide by the terms of this agreement to achieve the following goals and objectives:

Offering students an afterschool care and enrichment program that is supporting academic growth and develops skills of the 21st century in an engaging and interactive way.

The program will start on the first day of the school year and will finish on the last day of the school year.

The program will be delivered Monday thru Friday, between 2:30 PM to 6:00 PM.

The daily timetable outline includes:

2.30- 3.00 - Relax and Recharge/exercise to relax after the school day and get ready for the homework and enrichment part.

3.00 - 4.00 Homework + Exercise.

4.00 - 4.30 Superhero training - a movement that builds physical and mental strength.

4.30- 4.45 snack, water.

4- 4.45 Riddle of the Day - developing critical thinking, logic.

5- 5.45 Enrichment Time Theme of the Month.

5:45 - 6 pm What was the best thing you learned/experienced today.

OBLIGATIONS OF THE PARTIES.

ZP shall perform the following obligations:

Afterschool Care & Enrichment Program for students between grades: K - 10

including homework support and differentiated programs.

TLV shall perform the following obligations:

1. Location for the program & activities.
2. Enrollment of students into the program.
3. WIFI.
4. Devices for students.

CONFIDENTIALITY. Subject to sub-clause (2) below, each party shall treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement.

Each party may disclose information which would otherwise be confidential if and to the extent:

- (i) required by the law of any relevant jurisdiction;
- (ii) the information has come into the public domain through no fault of that party; or
- (iii) the other party has given prior written approval to the disclosure, provided that any such information disclosed shall be disclosed only after consultation with and notice to the other party.

RELATION OF THE PARTIES. The nature of relationship between ZP and TLV is that of The nature of relationship between ZP and TLV is that of ZeduPlus is contracted by Teach Las Vegas for Afterschool care and enrichment programs.

CONSIDERATION. This Agreement is being made in consideration of the following:
Teach Las Vegas remit to pay ZeduPlus services listed herein a total of: \$175/Student/20 days.

*Payments minimum for 20 students.

Minimum \$3,500 Payment/20 Days.

*On each payment day TEACH Las Vegas will remit \$3,500 to ZeduPlus.

All additional students of the previous 20 days will be invoiced based on the attendance sheet of the previous 20 days.

TEACH Las Vegas Payment Schedule for 2022 - 2023 Academic Year:

Payment 1 - \$3,500: due on the 8th of August 2022 for the period of 8th of August to 2nd of Sept 2022.

Payment 2 - \$3,500 + additional students from period 1: due on the 6th of September 2022 for the period of 6th of September to 4th of October 2022.

Payment 3 - \$3,500 + additional students from period 2: due on the 5th of October 2022 for the period of 5th of October 2022 to 4th of November 2022.

Payment 4 - \$3,500 + additional students from period 3: due on the 7th of November 2022 for the period of 7th of November 2022 to 12th of December 2022.

Payment 5 - \$3,500 + additional students from period 4: due on the 13th of December 2022 for the period 13th of December 2022 to 26th of January (2023).

Payment 6 - \$3,500 + additional students from period 5: due on the 27th of January 2023 for the period of 27th of January 2023 to 27th of February 2023.

Payment 7 - \$3,500 + additional students from period 6: due on the 28th of February 2023 for the period of 21st of February 2023 to 28th of March 2023.

Payment 8 - \$3,500 + additional students from period 7: due on the 29th of March 2023 for the period of 29th of March 2023 to 3rd of May 2023.

Payment 9 \$3,500 + additional students from period 8: due on the 4th of May 2023 for the period of 4th of May 2023 to 24th of May 2023.

Payments must be made by ACH:

Account Name: ZeduPlus
Account Number: 6699666704
Routing Number: 321270742
Bank Name: Wells Fargo

REPRESENTATIONS AND WARRANTIES. Each party to this Agreement represents and warrants to the other party that he/she/it:-

- (a) has full power, authority and legal right to execute and perform this Agreement;
- (b) has taken all necessary legal and corporate action to authorize the execution and performance of this Agreement;
- (c) this Agreement constitutes the legal, valid and binding obligations of such party in accordance with its terms; and
- (d) shall act in good faith to give effect to the intent of this Agreement and to take such other action as may be necessary or convenient to consummate the purpose and subject matter of this Agreement.

TERMINATION. Either party may terminate its performance of related obligations under this Agreement with thirty (30) days written notice. Any termination of this Agreement shall not absolve the Parties from the obligation to observe the confidentiality measures and other restraints as set out herein.

FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

ARBITRATION. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

CONFIDENTIALITY. Both parties acknowledge that during the course of this Agreement, each may obtain confidential information regarding the other party's business. Both parties agree to treat all such information and the terms of this Agreement as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Agreement. Upon request by an owner, all documents relating to the confidential information will be returned to such owner.

NOTICE. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER OF CONTRACTUAL RIGHTS. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of Nevada.

SIGNATORIES. This Agreement shall be signed on behalf of ZeduPlus by Maria Toma, Managing Director and on behalf of TEACH Las Vegas by Matt Brown, CFO/COO and effective as of the date signed written above.

Matt Brown, CFO/COO TEACH Las Vegas

Date

Maria Toma, Managing Director ZeduPlus

Date

Coversheet

Cleaning Contract

Section:	III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL
ACTION	
Item:	G. Cleaning Contract
Purpose:	Vote
Submitted by:	
Related Material:	TEACH Las Vegas One Time September 2022.pdf MCS Agreement TEACH Las Vegas 9.1.22.pdf



September 1, 2022

Jimmy Morales
Director of Operations | TEACH Las Vegas
4660 N Rancho Dr, Las Vegas, NV 89130
Email: jmorales@teachlv.org
P: (702) 483-7125 / 323-494-4905 Cell:

Dear Mr. Morales,

We are proposing to clean the entire school at 4660 N Rancho Dr, Las Vegas, NV 89130 for the month of September 2022.

We have provided the following for your review and approval, please sign and return.

Classrooms

Frequency

Nightly

- Clean and disinfect sinks and countertops with bright work (if applicable)
- Clean and disinfect desks / tables
- Clean both sides of glass panes in windows and doors (if applicable)
- Vacuum all carpeted areas
- Sweep and mop all hard surface floors
- Dust high and low areas (pictures, clocks, partition tops, light fixtures, window sills, vents, baseboards, etc)
(monthly up to 6ft.)
- Dust horizontal surfaces
(monthly)
- Empty all trash cans and replace liners as needed
- Replenish consumable supplies
- Spot clean all surfaces, fixtures, switch plates, waste receptacles, door frames and door handle with disinfectant.
- Empty pencil sharpeners

- Brush/vacuum all common areas in the classroom furniture as necessary
- Wipe down/sanitize all student desk, chairs and tables
- Clean white board tray
- Wash door glass up to 6'
- Machine scrub and polish VCT (twice per year)
- ***Report all irregularities to management***

Offices/Administration/Entrance Lobby and Hallways

Frequency

Nightly

- Clean and disinfect sinks and countertops
- Clean and polish tables
- Dust and spot clean all furniture, chairs and fixtures
- Dust baseboards and low wall areas and corners
- Empty all trash cans and replace liners as needed
- Replenish consumable supplies
- Spot clean all walls, light switches, door handles, door frames, doors and blinds
(monthly)
- Sweep and mop hard surface floors
- Vacuum mats/carpet
- Clean and sanitize drinking fountains
- Clean/wash both side of glass doors
- Perform high dusting over six feet
- Spot clean stains in carpet with an extractor **(weekly)**
- General high dust partitions and another vertical surface **(weekly)**
- Machine scrub and polish VCT **(2X per year)**
- Secure all offices doors and turn off light indicated
- Report all irregularities to management

MPR / Cafeteria

Frequency

Nightly

- Clean and disinfect water fountains
- Clean both sides of glass doors and door frames (if applicable)
- Empty all trash cans and replace
- Replenish consumable supplies
- Spot clean walls
- Vacuum all walk-off mats
- Dust mop all hard floor surfaces
- Machine scrub all hard floor surfaces
- Sanitize door handles/push plates
- Machine scrub and polish VCT (3X per year) winter, spring break, summer
- Clean all Trashcans on FRIDAYS
- Report all irregularities to management

Kitchen

- Machine scrub and polish VCT (1 X per year) summer

Restrooms

Frequency

Nightly

- Clean and disinfect all toilets and urinals
- Clean and disinfect all sinks and counters
- Spot clean walls around washbasins
- Disinfect underside and tops of toilet seats
- Empty all trash cans and replace liners as needed
- Replenish consumable supplies
- Spot clean all walls, light switches, door handles, door frames, and door and push plates with disinfectant
- Sweep and mop hard surface floors
- Vacuum mats
- Clean glass
- Clean dispensers
- Clean all metals and mirrors with bright work
- Sweep and wet mop floors with germicidal solution
- Dust and clean restroom air vents **(monthly)**
- Refill soap, towels, tissue, and seat cover dispensers
- Remove urinal screens, clean with disinfectant and replace in urinals
- Wipe down all partitions and ceramic tile walls. Leave streak free
- Pour clean water down floor drains to prevent sewer gasses from escaping (once per week)

- Dust high and low areas (once per month)
- Machine scrub and polish VCT (2X per year)
- Report all irregularities to management

PRICING

5 days a week night cleaner

\$5,077.67 per month

Upon approval, please scan/email or fax signed proposal to (702) 331-4772. Should you have any questions, please contact our office at (702) 331-3061 or myself at 702-349-5196

Note: If the floor crew arrives to the building and the work is canceled due to any reason, there will be a \$50 travel charge.

Thank you,

Christine Sanders
Director of Client Relations

ACCEPTED:

Jimmy Morales
Director of Operations

Date:



MASTERCORP COMMERCIAL SERVICES, LLC.
COMMERCIAL SERVICES AGREEMENT

THIS COMMERCIAL SERVICES AGREEMENT (the "Agreement") made this 1 day of 10, 2022 THRU June 30th 2023, by and between MasterCorp Commercial Services, LLC, a Tennessee Limited Liability Company ("MCS"), whose address is 2440 W. Mission Lane, Suite 3, Phoenix, AZ 85021, and TEACH Las Vegas Charter School whose 4660 N Rancho Dr, Las Vegas, NV 89130.

RECITALS

WHEREAS, Client is in the business of **Educational Charter School** and is in need of commercial janitorial services;

WHEREAS, MCS is a licensed and qualified professional cleaning service company in the business of providing professional commercial janitorial services and has the necessary qualifications, experience, and abilities to provide such services to the Client;

WHEREAS, the services provided by MCS are not the type to make MCS a business associate under the definition in 45 CFR § 160.103;

WHEREAS, Client desires to retain MCS to provide commercial janitorial services (the "**Services**"), and MCS accepts to provide such Services to the Client on the terms and conditions set out in this Agreement; and

WHEREAS, the Services to be provided hereunder are further defined in the attached EXHIBIT A "Scope of Work Commercial Janitorial Services";

NOW, THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, Client and MCS (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

AGREEMENT

1. **Recitals.** The above recitals are true and correct, form a material part of this Agreement, and are incorporated by reference in this Agreement.
2. **Scope of Services Provided.** MCS shall, during the term of this Agreement, including any renewal period, provide the cleaning Services as are described and set forth in EXHIBIT A, attached hereto and made a part herein. The venue for delivery of the Services and time for performance are set forth in EXHIBIT A.
 - A. *Change in Services.* In the event Client requests a change and/or additional Services included but not limited to the following: i) opens new buildings or permanently closes buildings or transfers additional Services; ii) makes changes in the use of buildings; iii) makes any significant changes in Client's current policies, practices, service requirements (including changes in procurement practices or requirements); iv) makes changes in the use of disposables (e.g., from non-biodegradable products to biodegradable products); v) makes requests for additional management/resource personnel to conduct a specific function unrelated to the Services provided, and such change in Services results in an increase or decrease in costs, charges or expenses, then a Change Order Form in the format of Exhibit C will be prepared and executed by the Parties.
 - B. *Change Order Procedures.* All compensation shall be adjusted by an amount equal to the projected change in costs, charges or expenses. An additional five percent (5%) of such costs, charges or expenses may be charged for contribution to supporting overhead and profit, if deemed appropriate and necessary



MasterCorp

COMMERCIAL SERVICES

by both parties; any such adjustment shall be effective from the date at which the change in Services took effect and shall be memorialized by the executed Change Order.

- i. The Party that wishes to initiate a change, will complete a checklist in the form set out in EXHIBIT B ("Change Request Form") and submit it to the other Party for review. The receiving Party will make an initial determination within fifteen (15) Business Days of receiving a duly completed Change Assessment Form, subject to a day-for-day extension pending receipt of a response to any reasonable request for further information that they may make to the initiating Party.
- ii. Once the decision to approve the Change Request Form is made, either Party may draft a ("Change Order") in the form of EXHIBIT C to be executed and incorporated into the contract.
- iii. Unless otherwise specified in the Change Order all Change Orders are subject to the applicable terms in this Agreement.

3. Term of the Agreement. The term of this Agreement will begin on the Effective Date and will remain in full force and effect for a period of one (1) year (the "Initial Term"). Thereafter this Agreement shall be automatically renewed for one (1) year period unless modified in writing ("Renewal Term"), together with the Initial Term (the "Term") until terminated as provided in this Agreement.

4. Fees and Payments.

A. Invoices and Late Fees. Client will pay MCS the amount specified in EXHIBIT A for the Services provided, to be invoiced monthly. Invoices submitted by MCS to Client are due within thirty (30) days of the invoice date. Any late payments will trigger a fee of 1.50% per month, or the maximum amount permitted by law, on the amount still owing. All payments shall be made in USD (US Dollars).

B. Automatic Annual Rate Increase. Except as otherwise agreed by the Parties in writing, the Rates shall automatically increase on January 1st (or the first billing day) of each calendar year by three percent (3%) over the Rates for the prior year.

Unscheduled Rate Increase. In addition to the compensation on EXHIBIT A, the Parties acknowledge that compensation may be further increased in the case of; i) uncontrollable governmental action which increases the Federal, State, or Local minimum wage (whichever is higher) to be paid to employees where the Services are provided, MCS shall be entitled to an automatic increase equal to the total dollar increase mandated by the governmental action; ii) Upon a verifiable change in market conditions or supply chain (Market Conditions) which causes the pricing of equipment or materials needed to provide Services to increase then MCS shall be entitled to an increase to adjust its pricing to the new Market Conditions. Any increase under this provision shall go into effect upon MCS providing at least thirty (30) days advance notice of such increase, if any. MCS shall provide Client with an updated compensation schedule of fees to be paid to MCS. Failure of MCS to provide timely notice pursuant to this provision shall not constitute a waiver of the automatic increase provided herein.

C. Fees in case of termination. In the event that Client terminates this Agreement prior to completion of the Services but where the Services have been partially performed, MCS will be entitled to pro-rata payment of the compensation to the date of termination provided that there has been no breach of contract on the part of MCS. MCS shall return or provide credit for any Services paid in advance by Client but not provided.

D. Dissatisfaction. In the event Client is not satisfied with the services invoice payments shall not be reduced by Client. If Client takes exception to any services performed or claims that MCS has failed to perform any



services, such exception or claim must be submitted to MCS in writing within five (5) business days of the services in question or said services shall be deemed accepted in all respects by the Client.

5. **Termination.** The Parties may terminate this agreement with or without cause upon providing sixty (60) days written notice to the other Party. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party shall provide notice of such breach and allow seven (7) business days for the defaulting Party to cure. In the event, the defaulting Party fails to cure the non-defaulting Party may terminate the Agreement immediately. Except as otherwise provided in this Agreement, the obligations of MCS will end upon the termination of this Agreement.
6. **Performance and Obligations.** The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect. Services will be performed in a professional manner and in accordance with normally accepted industry standards by qualified personnel.
7. **Confidential Information/Trade Secrets.** Confidential Information/Trade Secrets include but are not limited to any data or information, technique or process, tool or mechanism, formula or compound, pattern or test results relating to the business of the providing Party, which are secret and proprietary. The release of such information could give others a competitive advantage that could be reasonably expected to cause harm ("Confidential Information"). The Parties agree that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which has been obtained, except as authorized by each other or as required by law. The confidentiality obligations will apply during the term of this Agreement and will survive for a period of ten (10) years upon termination of this Agreement.

Each Party also has a confidential interest in the Agreement and related documents included but not limited to proposals, bids, presentations, amongst others. Accordingly, neither document will be disclosed in whole or in part to third parties without the prior written permission of the other Party.

8. **Return of Property.** Upon the expiry or termination of this Agreement, MCS will return to Client any property, documentation, records, or confidential information which is the property of Client that was given to MCS to facilitate the provision of its Services. Client shall promptly return to MCS any equipment, materials, or other property of MCS relating to the terminated Services which are in Client's possession or control.
9. **Relationship of Parties.** In providing the Services under this Agreement, it is expressly agreed that MCS is acting as an independent contractor and not as an employee of Client. MCS and Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. Neither Party has the authority to bind or contract any obligation in the name of or on account of the other Party or to incur any liability or make any statements, representations, warranties, or commitments on behalf of the other Party, or otherwise act on behalf of the other. Client is not required to pay or make any contributions to any social security, local, state, or federal tax, unemployment compensation, workers compensation, insurance premium, profit-sharing, pension, or any other employee benefit for MCS during the Term. MCS is responsible for paying and complying with reporting requirements for all local, state, and federal taxes related to payments made to MCS under this Agreement.

All persons employed or engaged (other than as employees) by MCS in furtherance of its business activities under this Agreement shall remain solely in the employ or service of MCS, and shall for all purposes be considered the employees, agents, or independent contractors of MCS and not of Client.

10. **Non-Solicitation.** The Client agrees that it will not, while this Agreement is in effect and for at least one year after the termination of MCS's Services hereunder, directly or in indirectly employ, hire or engage any person who shall have been a non-union employee, agent, or representative of MCS in any capacity in any respect of the Services.



11. Supplies and Equipment. The Client shall provide adequate storage space for MCS's supplies and equipment and shall permit MCS, upon the expiration or termination of this Agreement, to remove its equipment and supplies from the premises within a reasonable time after such expiration or termination.

12. Notices. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

Client :
TEACH Las Vegas Charter School
4660 N Rancho Dr,
Las Vegas, NV 89130

MCS :
MasterCorp Commercial Services
3505 N. Main Street
Crossville, TN 38555

Copy to:
2440 W. Mission Lane, Suite 3
Phoenix, AZ, 85021 and;
Att: Legal Affairs
4700 Millenia Blvd, Ste 380
Orlando FL 32839

Or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

13. Indemnification. Each party (the "Indemnifying Party") will defend, indemnify and hold harmless the other Party and all of its officers, directors, employees, agents, successors and assigns (the "Indemnified Party") from and against any and all third party claims, demands, actions, suits, losses, liabilities, damages (including taxes), and all related costs and expenses, including without limitation reasonable attorneys' fees (collectively "Loss") due to, arising from or relating to (a) the Indemnifying Party's breach of one of its obligations, representations, warranties or covenants set forth in this Agreement; (b) any actual or alleged infringement, violation or misappropriation of the intellectual property rights of any third party; (c) the negligent, willful or reckless act or omission of the Indemnifying Party; or (d) death, personal injury, bodily injury or property damage caused by the Indemnifying Party. Notwithstanding the foregoing, any indemnity on the part of MCS is limited to Loss due to, arising from, or relating to the Services provided by MCS under this Agreement. The Indemnifying Party's obligation to indemnify hereunder is predicated upon the Indemnified Party (i) giving prompt written notice of any Loss, (ii) giving the Indemnifying Party the opportunity to assume sole control over the defense and settlement, if applicable, of the Loss, and (iii) providing, at the Indemnifying Party's sole expense, all reasonably requested and relevant information, assistance and authority to enable the Indemnifying Party to perform its obligations hereunder. The Indemnifying Party agrees not to settle any Loss without the Indemnified Party's written consent, which shall not be unreasonably withheld. This indemnification will survive the termination of this Agreement.

14. Insurance.

A. **MCS Insurance.** MCS shall at all times maintain, at no cost to Client, the following policies of insurance:

- Commercial (Comprehensive) General Liability Insurance with combined single limits of not less than one million dollars (\$1,000,000.00) per occurrence and a general aggregate limit of not less than two million dollars (\$2,000,000.00).



MasterCorp COMMERCIAL SERVICES

- Workers' Compensation Insurance (in compliance with State and Federal laws) covering all of MCS's employees engaged in the performance of Professional Services under this Agreement, and Employers' Liability Insurance with a limit of not less than five hundred thousand dollars (\$500,000.00).

B. **Client Insurance.** The Client shall at all times maintain, at no cost to MCS, Commercial (Comprehensive) General Liability Insurance with combined single limits of not less than one million dollars (\$1,000,000) per occurrence and a general aggregate limit of not less than two million dollars (\$2,000,000).

15. **Entire Agreement; Modification of Agreement.** No prior or present verbal or written negotiations, correspondence, agreements, or representations shall be binding upon either Party unless included in this Agreement. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by an authorized representative of each Party. Each Party hereto has received independent legal advice regarding this Agreement and their respective rights and obligations set forth herein.

16. **Time is of the Essence.** Time is of the essence with respect to all obligations, deliveries, and payments under this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

17. **Assignment.** A Party will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the other such consent shall not be unreasonably withheld.

18. **Successors and Assigns.** This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, and permitted successors and assigns.

19. **Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, THE PARTIES AGREE THAT IN NO EVENT NEITHER PARTY WILL UNDER ANY CIRCUMSTANCES BE LIABLE UNDER ANY THEORY OF RECOVERY WHETHER BASED IN CONTRACT, TORT OR OTHERWISE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

20. **Severability.** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

21. **Waiver.** The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions. Further, no custom or course of dealings of the Parties at variance with the terms hereof shall constitute a waiver of that Party's right to demand later compliance.

22. **Construction.** Headings are inserted for the convenience of the Parties only and shall not be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa. This Agreement is the result of negotiations between the Parties and their counsel. Accordingly, this Agreement shall not be construed more strongly against either Party regardless of which



Party is more responsible for its preparation. Any ambiguity that might exist herein shall not be construed against the drafting Party.

23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

24. Compliance with Laws, Permits, and Licenses. At their own expense, both Parties agree to operate in full compliance with all governmental laws, regulations, and requirements applicable to the duties conducted hereunder. Each Party will obtain and maintain in force, at its own expense, all licenses, permits and approvals required for its performance under this Agreement, and will obtain all required inspections, authorizations and approvals prior to commencement of the Services. If compliance is impossible for reasons beyond the Parties' control, the noncomplying Party shall immediately notify the other of that fact and of the reasons for noncompliance.

25. Force Majeure. Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, pandemics, epidemics, local disease outbreaks, public health emergencies, communicable diseases, quarantines, radioactive fallout, or acts of God, in addition to any and all events, regardless of their dissimilarity to the foregoing, beyond the reasonable control of the Party deemed to render performance of the Agreement impracticable or impossible, for so long as such force majeure event is in effect. Each Party shall use reasonable efforts to notify the other Party of the occurrence of such an event within seven (7) business days of its occurrence. Time for performance of the work shall be extended by a period of time reasonably necessary to overcome the effect of such delay. In the event such Force Majeure event extends for longer than forty-five (45) days, either Party may terminate this Agreement under this clause.

26. Not in use.

27. Counterparts and execution. This Agreement may be executed electronically and in one or more counterparts, each of which shall be deemed an original when executed and delivered, but all of which taken together will constitute one and the same. This Agreement may be executed and delivered by the Parties, in whole or in counterparts, by (i) mail, personal delivery or other courier or physical delivery of an executed original or copy bearing the signature of a properly authorized agent of the executing Party, (ii) facsimile bearing the signature of a properly authorized agent of the executing Party, (iii) email transmission of a file in ".pdf" or similar format bearing the signature of a properly authorized agent of the executing Party, or (iv) except where prohibited by state or Federal law, electronic means via cryptographic, XML-based or other properly authenticated digital or electronic signature of an authorized agent of the executing Party. Upon delivery, each signature properly provided hereunder shall be deemed to have the same binding effect as if the original signature had been delivered to the other Party hereto.

[SIGNATURE PAGE TO FOLLOW]



IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this ____ day of _____, 202_.

“MCS”

“CLIENT”

MasterCorp Commercial Services,

TEACH Las Vegas Charter School

By: _____

By: _____

Name: Richard McLaughlin

Name: _____

Title: President of MasterCorp Commercial Services

Title: _____

Pricing

TEACH Las Vegas Charter School

5 days a week night cleaners’ w/chemical	\$5,077.67 per month
Floorcare (includes: MPR 3X per yr. / entire school 2X per yr.)	\$1,400.00 per month



EXHIBIT A

SCOPE OF WORK

TO BE FINALIZED BY OPERATIONS and tailored to the services that will be provided.

Classrooms

Frequency

Nightly

- Clean and disinfect sinks and countertops with bright work (if applicable)
- Clean and disinfect desks / tables
- Clean both sides of glass panes in windows and doors (if applicable)
- Vacuum all carpeted areas
- Sweep and mop all hard surface floors
- Dust high and low areas (pictures, clocks, partition tops, light fixtures, window sills, vents, baseboards, etc) (monthly up to 6ft.)
- Dust horizontal surfaces **(monthly)**
- Empty all trash cans and replace liners as needed
- Replenish consumable supplies
- Spot clean all surfaces, fixtures, switch plates, waste receptacles, door frames and door handle with disinfectant.
- Empty pencil sharpeners
- Brush/vacuum all common areas in the classroom furniture as necessary
- Wipe down/sanitize all student desk, chairs and tables
- Clean white board tray
- Wash door glass up to 6'
- Machine scrub and polish VCT **(twice per year)**
- **Report all irregularities to management**

Offices/Administration/Entrance Lobby and Hallways

Frequency

Nightly

- Clean and disinfect sinks and countertops
- Clean and polish tables
- Dust and spot clean all furniture, chairs and fixtures
- Dust baseboards and low wall areas and corners
- Empty all trash cans and replace liners as needed
- Replenish consumable supplies
- Spot clean all walls, light switches, door handles, door frames, doors and blinds (monthly)



- Sweep and mop hard surface floors
- Vacuum mats/carpet
- Clean and sanitize drinking fountains
- Clean/wash both side of glass doors
- Perform high dusting over six feet
- Spot clean stains in carpet with an extractor (weekly)
- General high dust partitions and other vertical surface (weekly)
- Machine scrub and polish VCT (2X per year)
- Secure all offices doors and turn off light indicated
- Report all irregularities to management

MPR / Cafeteria

Frequency **Nightly**

- Clean and disinfect water fountains
- Clean both sides of glass doors and door frames (if applicable)
- Empty all trash cans and replace
- Replenish consumable supplies
- Spot clean walls
- Vacuum all walk-off mats
- Dust mop all hard floor surfaces
- Machine scrub all hard floor surfaces
- Sanitize door handles/push plates
- Machine scrub and polish VCT (3X per year) winter, spring break, summer)
- Clean all Trashcans on **FRIDAYS**
- Report all irregularities to management

Restrooms

Frequency **Nightly**

- Clean and disinfect all toilets and urinals
- Clean and disinfect all sinks and counters
- Spot clean walls around washbasins
- Disinfect underside and tops of toilet seats
- Empty all trash cans and replace liners as needed
- Replenish consumable supplies
- Spot clean all walls, light switches, door handles, door frames, and door and push plates with disinfectant



- Sweep and mop hard surface floors
- Vacuum mats
- Clean glass
- Clean dispensers
- Clean all metals and mirrors with bright work
- Sweep and wet mop floors with germicidal solution
- Dust and clean restroom air vents **(monthly)**
- Refill soap, towels, tissue, and seat cover dispensers
- Remove urinal screens, clean with disinfectant and replace in urinals
- Wipe down all partitions and ceramic tile walls. Leave streak free
- Pour clean water down floor drains to prevent sewer gasses from escaping (once per week)
- Dust high and low areas **(once per month)**
- **Machine scrub and polish VCT (2X per year)**
- **Report all irregularities to management**

Employee breakroom

Frequency

Nightly

- Clean table tops and counters with disinfectant cleaner and sanitize surfaces
- Empty all trash cans and replace liners as needed
- Replenish consumable supplies
- Spot clean all walls, light switches, door handles, door frames, and doors **(monthly)**
- Sweep and mop hard surface floors and vacuum carpets
- Spot clean front of cabinets doors, outside front of refrigerator and microwave
- Dust horizontal surfaces
- Clean chairs and seats and arms
- Dust high and low areas **(once per month)**
- Machine scrub and polish VCT **(2X per year)**
- **Report all irregularities to management**

Janitor Closets

- Maintain in an orderly and clean condition
- Maintain all copies of SDS on site and accessible
- Maintain a well-stocked area of inventory to clean and disinfect the school
- Report all irregularities to management



**EXHIBIT B
CHANGE REQUEST FORM**

Items that will need approval and discussion	Yes	No
Will the change impact the guaranteed labor, budget or revenue? If yes, please complete one of the following:		
Change the Number of Sites		
Introduction of an additional Service Line		
Removal of a Service, change in scope of service		
Material increase of census population +/- 10%		
Cleanable Square Foot +/- 5%		
Change in Utilization of Facility Space		
Material change in procurement		
Material increase in frequency of service		
Material change in staffing levels		
Mandatory change to law		
Mandatory change in employment law		
Change in Local Policies		
Changes in Service Delivery		
Operational Hours to be altered for Service at the Facility		
Will there be a requirement for Capital Investment above the agreed amounts in the Management Agreement?		
Will the change involve new, untested technology that could be rolled out across multiple facilities?		
Will the change generate a need to change the budget?		
Will the change generate a need to change the FTE Levels?		
Is there a renegotiation or new collective bargaining agreement?		
Change in Procurement Practices?		

If any of the items have been answered as a “Yes”, then a Change Order should be submitted to the other Party for

Confidential 2022
Subject to Discla

[Redacted]



Review.

Facility Name:

Description:

Date Submitted:

Approved:

Denied:

Effective Date:

Party Approval: _____ Date: _____

Approver's Name: _____

Approver's Title: _____



MasterCorp
COMMERCIAL SERVICES



EXHIBIT C
CHANGE ORDER

MASTERCORP COMMERCIAL SERVICES

[Sample] CHANGE ORDER NUMBER: xx

Commercial Services Agreement dated [Insert Date] (the "Agreement")

MasterCorp Commercial Services, LLC, a Tennessee Limited Liability Company ("MCS"), whose address is 2440 W. Mission Lane, Suite 3, Phoenix, AZ 85021

[Customer's name address, email and telephone number]

[INSERT Date]

RECITALS

This Change Order is an amendment to the above-referenced Agreement entered into on [date of *Commercial Services Agreement*] between MCS and [name of Customer], the terms of which are hereby incorporated into this Change Order by this reference. In the event of any conflict between the Agreement and this Change Order, the terms of [the *Commercial Services Agreement* (or) this Change Order] shall prevail. All other terms of the Agreement shall remain in full force and effect.

The Agreement is hereby amended to reflect the changes as follows:

The following line items of Services set forth in [applicable provision or exhibit to the Commercial Services Agreement being changed] shall be added or deleted from the Agreement as described below:

Change:

Reason: [basis for the change, such as change in conditions, change in law, etc.]

MCS shall complete the project by [date], instead of the dates listed in the Agreement.

Pursuant to this Change Order, MCS shall perform the Services with different personnel, materials, methods, or procedures than as what set forth in the Agreement as described below:

The price for the Services [shall not change (or) shall change as described below:]

Original Contract Amount: [amount]

Change Order Amount: [amount]

Additional/Decreased Amount: [amount]



MasterCorp
COMMERCIAL SERVICES

These changes accepted and agreed by the Parties, to become effective as of [effective date of Change Order].

CUSTOMER

By: _____
Name: [signer's name]
Title: [signer's title]
Date: [date]

MCS

By: _____
Name: [signer's name]
Title: [signer's title]
Date: [date]