



## Teach Las Vegas

### TEACH LV Special Board Meeting

Published on April 2, 2024 at 8:01 PM PDT

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#### Date and Time

Monday April 8, 2024 at 4:00 PM PDT

#### Location

at the school site:

4660 N Rancho Dr, Las Vegas, NV 89130

and via zoom:

Join Zoom Meeting

<https://teachpublicschools-org.zoom.us/j/86722008497>

Meeting ID: 867 2200 8497

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One tap mobile

+12532158782,,86722008497# US (Tacoma)

+12532050468,,86722008497# US

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Dial by your location

• +1 253 215 8782 US (Tacoma)

• +1 253 205 0468 US

• +1 719 359 4580 US

- +1 346 248 7799 US (Houston)
- +1 669 444 9171 US
- +1 669 900 6833 US (San Jose)
- +1 646 931 3860 US
- +1 689 278 1000 US
- +1 929 205 6099 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US

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## Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>4:00 PM</b>
<b>A.</b> Call the Meeting to Order		Trishawn Allison	
<b>B.</b> Record Attendance		Beth Bulgeron	1 m
<b>C.</b> 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.*

<b>II. CONSENT ITEMS</b>	<b>4:06 PM</b>
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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

	Purpose	Presenter	Time
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.			

<b>A.</b>	Approval of Board Agenda	Vote	Trishawn Allison	3 m
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**III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION 4:09 PM**

<b>A.</b>	Consider and Approve the Updated Fiscal Policy	Vote	Matthew Brown	5 m
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<b>B.</b>	Approve the Independent Contract Agreement and Cancel the Current ED Employment Contract	Vote	Beth Bulgeron	5 m
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<b>C.</b>	Discuss and Agree on Board Norms and Expectations	Discuss	Beth Bulgeron	5 m
	Discuss and agree upon expectation norms for communication with staff and preparation for meetings.			

<b>D.</b>	Consider and Approve the Preliminary Budget for 2024-2025	Vote	Richard McNeel	9 m
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**IV. Closing Items 4:33 PM**

<b>A.</b>	Upcoming Meeting Date	FYI	Trishawn Allison	5 m
	The next Regular Board Meeting will be held on April 23, 2024 at 5 pm.			

<b>B.</b>	Adjourn Meeting	Vote	Trishawn Allison	
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## Coversheet

### Approve the Independent Contract Agreement and Cancel the Current ED Employment Contract

**Section:** III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION  
**Item:** B. Approve the Independent Contract Agreement and Cancel the Current ED Employment Contract  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** bbmb. 2024 Consulting Services Agreement copy.docx  
mb. Exhibit A.docx.pdf

## CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (“Agreement”) is made this \_\_\_ day of April, 2024, by and between TEACH Las Vegas, a Non Profit Corporation with its principal place of business at 4660 N. Rancho Dr. Las Vegas NV (the “Company”), on the one hand, and Sione Thompson, an individual, on the other hand, (the “Consultant”). Company and Consultant may sometimes be referred to individually as a “party” or collectively as the “parties.”

### RECITALS

WHEREAS, the Company is a nonprofit charter school in need of an Executive Director with the (discuss turnaround and preparing/training a leader); and

WHEREAS, the Consultant has expertise in School Turnaround; and

WHEREAS, the Company desires to engage Consultant to receive the Consulting Services (defined below) in their area of expertise described herein; and

WHEREAS, the Consultant agrees to provide the Consulting Services under the terms and conditions of this Agreement; and

NOW, THEREFORE, the Company and the Consultant hereby agree as follows:

- Consulting Services.** Subject to the terms and conditions of this Agreement, the Company hereby retains Consultant as a consultant and advisor to perform the consulting services specifically set out in Exhibit A attached to this Agreement and made a part hereof (hereafter referred to as the “Consulting Services”), as Exhibit A may be amended in writing from time to time, and Consultant agrees, subject to the terms and conditions of this Agreement, render such Consulting Services during the term of this Agreement.
- Professional Standard.** Consultant agrees to cooperate in good faith to achieve satisfactory completion of the Consulting Services in a timely and professional manner. In providing and/or performing Consulting Services to Company, Consultant shall conform to the highest degree of professional standards of work and business ethics. The Consultant represents that to the best of their knowledge they currently do not have any agreement with, or any other obligation to, any third party that conflicts with the terms of this Agreement. The Consultant agrees that they shall not intentionally and knowingly enter into any such agreement.
- Designated Representatives.** The parties will each designate a representative to facilitate the successful completion of the Consulting Services and on all matters relating to the Consultant’s performance of Consulting Services.

Company’s designated representative: Trishawn Allison, Governing Board Chair

Consultant's designated representative: Sione Thompson

4. **Changes in Scope of Work.** In the event that Company seeks to change the scope of the Consulting Services, Company shall discuss such proposed changes with Consultant. If Consultant elects to perform such changes, the parties shall work together in good faith to execute a Change Order. Consultant shall not be obligated to perform any changes or additional Consulting Services unless the parties have mutually agreed upon a written Change Order.

5. **Compensation / Reimbursement / Company Obligations.**

(a) In consideration of the Consulting Services to be provided by Consultant to the Company hereunder, the Company shall pay to Consultant a fee of \$3200.00 per week for a term of 52 weeks. The Company shall pay to Consultant invoiced amounts within 5 days after the date of invoice.

(b) Company shall provide Consultant with accurate and sufficient information for Consultant to perform its Consulting Services. In addition, Company agrees to provide staff and working space to assist Consultant in performing its duties.

6. **Independent Contractor Status.** The parties agree that this Agreement creates an independent contractor relationship, not an employment relationship. This Agreement shall not be construed so as to create a partnership, other joint venture or undertaking, or any agency relationship between the parties. The Consultant acknowledges and agrees that the Company will not provide the Consultant and its Personnel with any employee benefits, including but not limited to: group health, life insurance, profit-sharing or retirement benefits, paid vacation, holidays or sick leave, or workers' compensation insurance. Company shall not be responsible for withholding income or other taxes from the payments made to Consultant. Consultant shall be solely responsible for filing all returns and paying any income, social security or other tax levied upon or determined with respect to the payments made to Consultant and its Personnel pursuant to this Agreement.

7. **Indemnification.** Notwithstanding any other term of this Agreement, Consultant shall indemnify, defend and hold harmless Company, its corporate affiliates, current or future directors, officers, employees, and agents and their respective successors, heirs and assigns (the "Indemnitees"), against any claim, liability, cost, damage, deficiency, loss, expense or obligation of any kind or nature (including without limitation reasonable attorneys' fees and other costs and expenses of litigation) incurred by or imposed upon the Indemnitees or any one of them in connection with any claims, suits, actions, demands or judgments arising out of this Agreement or as a result of Consultant's misconduct or grossly negligent acts (including, but not limited to, actions in the form of tort, warranty, or strict liability).

8. **Confidential Information**

(a) The parties acknowledge that in connection with this Agreement, the Company may disclose to Consultant confidential and proprietary information and trade secrets of the Company, and

that Consultant may also create such information within the scope and in the course of performing the Consulting Services (hereinafter, subject to the exceptions below, “Company Confidential Information”). Such information may take the form of, for example: the Company’s know-how; the Company’s manufacturing strategies and processes; the Company’s marketing plans; the Company’s past, present and future business plans; the Company’s strategy for or status of regulatory approval; the Company’s forecasts of sales and sales data; the Company’s customer lists; Company’s supplier list; Company’s pricing and margin information; Company’s online traffic metrics; and all other information that could reasonably be construed as confidential and/or proprietary.

(b) Subject to the terms and conditions of this Agreement, Consultant hereby agrees that during the term of this Agreement and for a period of three (3) years thereafter: (i) Consultant shall not divulge, disseminate, publish or otherwise disclose any Company Confidential Information to any third party without the Company’s prior written consent; and (ii) Consultant shall not use any such Company Confidential Information for any purposes other than consultation with the Company. Notwithstanding the above, the Company and Consultant acknowledge and agree that the obligations set out in this Section 5 shall not apply to any portion of Company Confidential Information which:

(i) was at the time of disclosure to Consultant part of the public domain by publication or otherwise; or

(ii) was already properly and lawfully in Consultant’s possession at the time it was received from the Company; or

(iii) was or is independently developed by Consultant without reference to Company Confidential Information; or

(iv) is required to be disclosed by law, regulation or judicial or administrative process.

(c) Notwithstanding any other term of this Agreement, the Company agrees that it shall not disclose to Consultant any information which is Company Confidential Information: (i) except to the extent necessary for Consultant to fulfill Consultant’s obligations to the Company under this Agreement; or (ii) unless Company has agreed in writing to accept such disclosure. The Company also agrees that Consultant may share the terms of this agreement on a confidential basis with its legal and financial advisors and insurers.



(d) Consultant acknowledges that any unpermitted disclosure of Company Confidential Information is likely to cause the Company irreparable harm for which its remedies at law would be inadequate. Accordingly, Consultant acknowledges and agrees that the Company will be entitled, in addition to any other remedies available to it at law or in equity, to the issuance of injunctive relief, without bond, enjoining any breach or threatened breach of the Consultant's obligations hereunder with respect to the Company Confidential Information, and such further relief as any court of competent jurisdiction may deem just and proper.

(e) Upon termination of the Agreement, or any other termination of Consultant's Consulting Services for the Company, all writings, data, records, drawings, notebooks and other documents, via written or electronic, pertaining to any Confidential Information of the Company, whether prepared by Consultant or others, and any material, specimens, equipment, tools or other devices owned by the Company then in Consultant's possession, and all copies of any documents, shall be promptly returned to the Company.

## 9. Term

(a) This Agreement shall expire after 52 weeks from the date of Consultant's start of services unless sooner terminated as hereinafter provided, or unless extended by agreement of the parties.

(b) This Agreement may be terminated by either party, with or without cause, upon seven (7) calendar days prior written notice to the other; provided that upon termination of this Agreement, Consultant shall, in accordance with the terms and conditions hereof, nevertheless wind up in an orderly fashion assignments for the Company which Consultant began prior to the date of notice of termination hereunder.

(c) Upon termination of this Agreement for any reason, Consultant's sole remedy is to receive such compensation owing under the terms of this Agreement, but unpaid, as of the date Consultant ceases work under this Agreement.

## 10. Miscellaneous Provisions.

(a) Consultant shall not use Company's name or depiction, or the name, logos, trademarks, or depictions of Company, or any officer, director, employee, or any adaptation thereof, in any promotional, advertising or marketing literature, or in any other way without the prior written consent of the Company, as appropriate, provided however that in neutral circumstances that do

not imply endorsement or advocacy, or otherwise misrepresent the terms of this Agreement or Consultant's role, Company may accurately state that Consultant is a consultant to Company.

(b) The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights. No alteration, modification or waiver of this Agreement, including Exhibit A hereto, shall be valid unless made in writing and mutually executed by the Company and the Consultant.

(c) The parties expressly agree that no party may assign this Agreement without the written consent of the other.

(d) In the event that any provision of this Agreement will, for any reason, be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will be interpreted as closely as possible so as not affect any other provision of this Agreement, and such provision will further be modified by said court to permit its enforcement to the maximum extent permitted by law.

(e) Any notice or other communication by one party to the other hereunder shall be in writing and shall be given, and be deemed to have been given, if either hand delivered or mailed, postage prepaid, certified mail (return receipt requested), or transmitted by facsimile, addressed as follows:

If to the Company: Trishawn Allison 4660 N Rancho Dr, Las Vegas, NV 89130

If to Consultant: Sione Thompson

(f) This Agreement contains the entire agreement and understanding between the parties hereto relating to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. This Agreement shall not limit any rights that either party may have under trade secret, copyright, patent or other laws that may be available.

(g) This Agreement will be governed by and construed in accordance with the laws of the State Nevada without regard to the conflicts of law provisions thereof. Exclusive jurisdiction and venue for any action arising under this Agreement is in the superior courts located in Clark County, Nevada, and both parties hereby consent to such jurisdiction and venue for this purpose.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

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Remainder of Page Intentionally Left Blank

Consultant:

Company:

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[Signature]

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[Signature]

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[Name]

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[Name, Title]

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[Date]

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[Date]

### Description of Consulting Services

Below is the list of Consulting Services to be provided by the Consultant:

- (1) Provide expert advice and answer questions within Consultant's expertise and knowledge as reasonably requested by Company.
  
- (2) Perform other various services related to Consultant's expertise, on behalf of Company, from time to time, as mutually agreed by Consultant and Company.
  
- (3) Provide services described in Exhibit A Scope and Services



## **Exhibit A: Scope of Services**

The Executive Director (ED) will be responsible for leading and managing key initiatives to drive school improvement and operational excellence. Specific targets and responsibilities include:

- **Strategic Development and Structural Implementation:**
  - Develop and implement a comprehensive strategy focused on key areas of improvement including academic performance, student engagement, and operational efficiency.
  - Establish measurable outcomes for each strategic area, such as increase growth percentages in student academic achievement, increase operational and fiscal performance indicators of the schools charter contract with SPCSC.
  - Develop and articulate a compelling vision and mission for the charter school that aligns with the needs of the student population, community expectations, and educational best practices.
  - Lead strategic planning initiatives to set short-term and long-term goals and objectives for academic achievement, organizational growth, and sustainability.
- **Faculty and Staff Capacity Building:**
  - Oversee the hiring process for critical roles within the faculty and staff, ensuring alignment with the school's strategic goals.
  - Recruit, hire, supervise, and evaluate administrative staff, teachers, and support personnel, fostering a collaborative and professional work environment.
  - Provide ongoing professional development, coaching, and support to staff members to enhance their skills, effectiveness, and job satisfaction.
  - Implement a professional development program aimed at enhancing instructional skills, with the goal of increasing growth percentages in student academic achievement.
- **Financial Stability and Fiscal Practices:**
  - Review and stabilize the school's budget, aiming for a positive reserve fund balance within 12 months.
  - Develop and manage the annual budget in collaboration with the finance committee and ensure responsible stewardship of school resources.
  - Seek out and secure additional funding sources, grants, and partnerships to support the school's financial sustainability and growth objectives.
- **Student Recruitment and School Growth:**
  - Develop and execute a recruitment strategy to increase student enrollment by 30% for the upcoming academic year, with specific tactics tailored to target demographics.
  - Facilitate school growth through program development and infrastructure improvements, ensuring readiness for increased enrollment.
- **Leadership Team Development:**

- Build a cohesive leadership team, defining roles and responsibilities that support the school's strategic direction.
- Establish a leadership development plan that prepares team members for increased responsibility.
- Ensure compliance with all federal, state, and local regulations, as well as charter school authorizer requirements, reporting deadlines, and accountability measures.
- Maintain accurate records, documentation, and reporting systems to demonstrate school performance, adherence to charter agreements, and fiscal responsibility.
- **Support for Student Achievement and Well-being:**
  - Enhance curricular and co-curricular opportunities to support comprehensive student development, targeting an 85% or greater for rating of “favorable” or higher with satisfactory ratings of the school climate feedback from students, parents, and staff.
  - Implement support mechanisms for student well-being, including access to counseling and extracurricular activities that promote mental and physical health.
  - Oversee the development, implementation, and evaluation of rigorous academic programs and curriculum that meet state standards, promote student achievement, and foster a culture of continuous improvement.
  - Monitor student progress and academic outcomes through data analysis, assessment review, and accountability measures, ensuring high levels of student learning and growth.
- **Community and Stakeholder Engagement:**
  - Cultivate partnerships with parents, local businesses, community organizations, and educational institutions to support the school's mission and enhance educational opportunities.
  - Set specific goals for community engagement, such as establishing two new partnerships and hosting four community events each academic year.
  - Serve as the primary spokesperson and advocate for the charter school in the local community, media, and educational networks.

**Autonomy and Resources:**

- The ED will have discretion over specific budgetary allocations within the parameters set by the Board and access to existing staff resources. Any significant changes to budget or strategy will require Board approval.

**Timeline and Performance Review:**

- This agreement outlines a 12-month initial term, with specific milestones to be achieved quarterly.
- The ED's performance will be reviewed semi-annually by the Board, with the first review at 6 months to evaluate progress towards the outlined targets.

**Amendment and Flexibility:**

- This scope of services is subject to amendment by mutual agreement of the parties to adapt to changing circumstances or opportunities that may arise.
- Any amendments to this scope must be documented in writing and approved by both the ED and the Board.