

## MONTH-TO-MONTH TRANSITIONAL SUPPORT SERVICES AGREEMENT

This Month-to-Month Transitional Support Services Agreement (“Agreement”) is made as of this 17 day of October, 2023 (the “Execution Date”), by and between TEACH Inc., a California nonprofit corporation (“Consultant”), and TEACH Las Vegas, a Nevada nonprofit corporation (“Company” or “School”) (collectively, the “Parties”).

### Recitals

**WHEREAS**, the Company, has entered into a charter contract (the “Charter Contract”) with the Nevada State Public Charter School Authority (the “Authorizer” or “SPCSA”), to organize and operate a charter school in Clark County, Nevada, pursuant to the Charter School Act, Nevada Revised Statutes (“NRS”) Chapter 388A (the “Act”) and its accompanying regulations;

**WHEREAS**, Consultant is a nonprofit charter school management organization (a “CMO”) which manages and provides support services to multiple charter schools located in California;

**WHEREAS**, Consultant therefore has the knowledge, skills, and experience to assist the School in successfully operating its Nevada charter school, to ensure that the Board’s mission and vision is faithfully and efficiently implemented;

**WHEREAS**, Consultant and the School previously entered into a previous services agreement (the “Amended Agreement”) executed March 21, 2021, amended on or about May 23, 2023, and terminated on October 17, 2023 after payment of Consultant’s claim for unpaid fees due and owing arising out of the Amended Agreement;

**WHEREAS**, the School has entered a difficult period of transition following the abrupt departure of the Executive Director and several members of its Board of Directors (the “Board”) and staff;

**WHEREAS**, the Parties intend for the arrangement memorialized in this Agreement to be limited in scope and time to allow only for the services provided herein, during this period of transition, and not to extend beyond the period Company’s ownership, control, or administration of the School to any successor of Company absent further written agreement duly executed by Consultant;

**WHEREAS**, after careful and due deliberation by the Board, the School now seeks to enter into this Agreement to obtain Consultant’s Services pursuant to the terms hereof and Consultant is able and willing to provide the Services as set forth, for the fundamental purpose of ensuring the academic, financial, and regulatory success of the School during this period of transition while the School seeks third-party financing and new management personnel;

**NOW, THEREFORE**, in consideration of the covenants and agreements of the Parties herein contained and of the fees to be paid to Consultant as hereinafter set forth, the Parties

hereto do hereby agree on behalf of themselves and their respective legal successors and assigns, as follows:

**Agreement**

1. **DEFINITIONS.** The following terms have the meanings set forth in the Section of this Agreement cross-referenced below:

<u>Term</u>	<u>Section</u>	<u>Term</u>	<u>Section</u>
“Act”	Recitals	“FERPA”	Section 8(a)
“Agreement”	Preamble	“Indemnitees”	Section 10(a)
“Authorizer”	Recitals	“IP License”	Section 8(b)
“Bankruptcy”	Section 4(b)	“Consultant”	Preamble
“Board”	Recitals	“NRS”	Recitals
“Charter Contract”	Recitals	“Parties”	Preamble
“CMO”	Recitals	“School”	Preamble
“DSA”	Section 6(a)	“School Records”	Section 8(a)
“Execution Date”	Preamble	“Services”	Section 4
“Facility”	Section 5(a)(4)	“Service Fee”	Section 5(a)
		“SPCSA”	Recitals

2. **APPOINTMENT.** Company hereby engages Consultant on the terms and conditions hereinafter set forth to provide the described Services to Company; and Consultant hereby agrees to provide the Services to Company, pursuant to the terms hereof.

3. **LEGAL COMPLIANCE.** The provisions of the Agreement are enforceable only to the extent they comply with the Charter Contract and all applicable laws and regulations, including the Act. Both Parties will also conduct all of their actions in accordance with the Charter Contract and all applicable laws and regulations, including the Act.

4. **TERM; TERMINATION.**

- (a) Term. This Agreement shall operate on a month-to-month basis, shall commence on the Execution Date and shall continue for no longer than twelve months until terminated by one of the Parties by written notice stating its intention to terminate this Agreement.
- (b) Termination. Either Party may terminate this Agreement upon twenty-four (24) hours prior written notice, with or without cause. This Agreement shall automatically terminate (with no prior written notice) upon: (a) the SPCSA revoking the Company’s Charter Contract; or (b) if Company were to file a voluntary bankruptcy petition or a petition or answer seeking reorganization, arrangement, composition, a receivership, or similar relief under present or future federal or state bankruptcy codes or laws, or make an assignment for the benefit of its creditors, or admit in writing its inability to pay its debts as they become due, or consent to the appointment of any receiver, trustee or liquidator of all or a

substantial part of its property, or if any petition seeking any such relief were commenced against Company and not dismissed within ninety (90) days (any of the foregoing, a “Bankruptcy”).

- (c) Duties upon Termination. In the event of a termination, the Parties shall work reasonably and cooperatively to ensure that the School’s operations continue without substantial interruption or decline in performance. Consultant shall immediately deliver to Company any and all books, documents, electronic data or records of any kind or nature pertaining to the operation of the School or any transactions involving the School, retaining only electronic copies as required by the law or for the purpose of adjudicating any dispute arising out of this Agreement.

**5. DUTIES OF CONSULTANT.**

- (a) Services. During the Term, Consultant shall provide the following services to the School (collectively, the “Services”):
  - (1) consulting with and advising the School’s Board of Directors (the “Board”) in matters of self-governance, regulatory compliance, and other core governing matters;
  - (2) providing professional development training for certain employees of the Company prior to the commencement of the school year and continuing throughout the school year as necessary;
  - (3) providing or contracting for office services, such as accounting, payroll, human resources and billing;
  - (4) supervising the development, tracking, and amendment of the annual budget, and advising the Board on the same;
  - (5) oversee the preparation and maintenance of proper financial books and records;
  - (6) developing and executing fundraising opportunities;
  - (7) working with the SPCSA and other relevant governmental authorities as necessary, including complying with reporting requirements and any other general inquiries received from the SPCSA;
  - (8) attending Board meetings and reporting on the status and performance of the School and the Consultant;
  - (9) providing an interim Executive Director to supervise and evaluate senior School staff (e.g., the Superintendent [a/k/a Principal]);

- (10) marketing for student enrollment;
- (11) assisting with public relations;
- (12) writing grants for state and other funding;
- (13) providing guidance relating to the curriculum;
- (14) providing support for information technology;
- (16) providing any other operational or educational needs relating to the School that the Company may reasonably request of Consultant from time to time.

Any duties and obligations required to be carried out by the School, or for the operation of the School, and not listed under the Services above, shall be the Company's responsibility.

**6. SERVICE FEE.**

- (a) Service Fee. In consideration for the Services, Company shall pay Consultant in advance a monthly "Service Fee" of \$24,000.00, with a daily fee of \$800.00 if a period of less than one month, which is roughly equivalent to or less than .73% percent (0.73%) of the total gross revenues due from the State of Nevada in per-pupil funding for such month (including Distributive School Account ("DSA") payments, but excluding one-time or dedicated grants).
- (b) Payment Terms. The Service Fee shall be payable by Company to Consultant on or before the 18th day of each calendar month, in advance, for services to be provided for the following month during the Term of this Agreement. Consultant shall be responsible for all of its own costs and expenses necessary to fulfill its obligations under this Agreement, including compensation and other benefits payable to any Consultant employees, and including any and all travel, accommodation, meal, and other out-of-pocket expenses, costs, or overhead.

**7. INDEPENDENT ENTITIES; NO CONFLICTS OF INTEREST.**

- (a) Independent Contractor. It is expressly agreed by the Parties hereto that Consultant is not an employee of the Company for any purpose whatsoever, including for federal or state tax purposes, but is an independent contractor. Furthermore, no relationship of joint venture or partnership of any form is created by this Agreement. Upon being authorized by, and entering into the Charter Contract with, the SPCSA, the School shall be formally governed by the School's Board. Consultant acknowledges and agrees that it does and will not control the Board, which will instead remain an independent, self-governing public body

whose powers and authority shall not be unlawfully usurped or interfered with. The Board will retain sole authority for setting and approving reasonable rules, regulations, policies and procedures for the School, including final decision-making over the budget, curriculum, student conduct, special education, school calendars, and student recruitment.

- (b) Limited Authority. Consultant does not have, and will not purport to have, the power to bind or legally obligate the Company, to threaten or to commence any legal actions or proceedings of any kind on behalf of the Company, nor to defend the same (except pursuant to an indemnity obligation).
- (c) No Conflicts. Consultant represents and warrants that it has not, and covenants that it will not, offer, gift, or transfer, whether directly or indirectly, a substantial gift, commission, or other benefit to any School director, officer, or employee, now or in the future. Consultant will comply with the conflicts of interest rules set forth in the Charter Contract, as well as any and all Conflict of Interest Policies, Codes of Conduct, Bylaws, and other guidelines adopted by the School from time to time. No director, officer, or employee of the Consultant will serve on the Board. If at any time there exists some relationship between the Consultant and any other person or entity providing goods or services to the School, the Consultant shall immediately disclose the nature and details of that relationship to the Board.
- (d) Performance Standards.
  - (1) Standards. In providing the Services, Consultant shall: (i) comply with all applicable federal, state, and local laws, statutes, codes, regulations, ordinances, judgments, orders, permits, licenses, approvals, and accreditations; (ii) act reasonably, diligently, promptly, faithfully, and in a first-class manner; (iii) comply with all reasonable and mandatory rules and regulations for independent contractors adopted by Client from time to time, if any; and (iv) act in conformity with public conventions, morals and standards of decency.

## 8. **RECORDS; INTELLECTUAL PROPERTY.**

- (a) School Records. Company hereby grants permission to Consultant to access the financial, educational, and student records pertaining to the School (the “School Records”) solely for the purpose of providing Services under this Agreement. The School Records are the property of the Company. The Parties acknowledge and agree that such records may be subject to various state and federal laws governing both the disclosure and confidentiality of the same, including the Nevada Public Records Act (NRS Chapter 239) and the Family Educational Rights and Privacy Act (“FERPA”), and both Parties shall strictly act in compliance with the same.

- (b) IP License; Purpose. During this Agreement, each Party is permitted to use the other Party's intellectual property. Each Party hereby grants the other Party a limited, revocable, world-wide, non-exclusive, royalty-free, personal, nonassignable, non-transferrable, and non-sublicensable license (the "I.P. License") to use its intellectual property (including, for example, its logos, trade names, trademarks, service marks, copyrighted materials [e.g., Consultant's curriculum, teaching materials, handouts, protocols, policies, and teacher-training documents], inventions, patents, and trade secrets) during the Term, for the sole purpose of the other Party meeting its obligations in the Charter Contract, this Agreement, and under applicable law, and for no other purposes. There shall be no monetary fee for this license, in consideration of each Party granting a license to the other Party.
- (c) Ownership. The IP License is not a transfer or assignment, meaning each Party shall maintain sole and exclusive ownership of its own intellectual property.

9. **INSURANCE.** During the term of this Agreement, each Party shall procure and maintain general liability insurance coverage, as well as standard employment, workers' compensation, automotive, and criminal coverages, in no less than the amounts and coverages (i) required by the Charter Contract and applicable laws, and (ii) which are reasonable and customary for similarly-situated parties in Southern Nevada, consistent with sound business practices. All such policies shall name the other Party as an additional insured. Each Party will comply with any information requests from its insurer(s) and all reporting requirements applicable to such insurance. Each Party shall supply the other Party with certificates from time to time which evidence its compliance with these insurance obligations.

10. **INDMNIFICATION.**

- (a) Mutual Indemnity. Each Party hereby agrees to indemnify, defend, hold harmless, and protect the other Party, and its directors, officers, employees, successors and assigns (collectively, the "/indemnitees") from and against any and all liabilities, fines, losses, claims, causes of action, suits, forfeitures, penalties, punitive, liquidated, or exemplary damages, or voluntary settlement payments, of whatever kind and nature, and costs and expenses incident thereto (including reasonable attorneys' fees) which an Indemnitee may incur, become responsible for, or pay out as a result of claims arising out of or connected to the acts, services, conduct or omissions of the indemnifying Party and its directors, officers, employees, successors and assigns, including any breach of this Agreement (except to the extent that the same is subject to indemnification by another Indemnitee).
- (b) Procedure. Promptly after receipt by an Indemnitee of commencement of a proceeding against it, such Indemnitee shall, if indemnification is requested hereunder, give notice to the relevant indemnifying Party of such claim, but the failure to notify the indemnifying Party will not relieve it of any liability (except

to the extent of any prejudice caused thereby). If the indemnifying Party assumes the defense of the proceeding, no compromise or settlement of such claims may be effected by the indemnifying Party without the Indemnitee's consent unless (A) there is no finding or admission of any violation of law by the Indemnitee, and (B) the sole relief provided is monetary damages that are paid in full by the indemnifying Party; and (c) the Indemnitee will have no liability with respect to any compromise or settlement of such claims. If notice is given to the indemnifying Party of the commencement of any proceeding and the indemnifying Party does not, within ten (10) days after the Indemnitee's notice is given, give notice to the Indemnitee of its election to assume the defense, the indemnifying Party will be bound by any determination made in such proceeding or any compromise or settlement effected by the Indemnitee.

11. **MISCELLANEOUS.**

- (a) Agreement in Entirety. This Agreement constitutes the entire agreement of the Parties and supersedes and replaces any and all prior agreements and understandings.
- (b) School Obligations. All School obligations of the Company herein are not the obligations, directly or indirectly, in whole or in part, of the State of Nevada, State Public Charter School Authority, or State Department of Education.
- (c) Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. Any disputes arising hereunder shall be solely and exclusively heard in state courts located in Clark County, Nevada. The Parties waive any objection based on lack of jurisdiction, forum non conveniens, or venue in such courts.
- (d) Fee Reimbursement. In any disputes arising hereunder, the losing Party shall pay to the prevailing Party the reasonable attorneys' fees incurred by the prevailing Party in connection therewith (even if no formal lawsuit is commenced), together with all costs and expenses of the prevailing Party.
- (e) Reservation of Immunities. Nothing herein constitutes a waiver of the protections and immunities in NRS Chapter 41 or any other applicable state and/or federal laws.
- (f) No Personal Liability. Each Party agrees that absent clear and convincing evidence of fraud or willful misconduct, no Board member, owner, director, executive, agent, or employee of either Party shall be personally liable for payment or damages under this Agreement, and each Party shall only look to the other Party for payment or performance of the obligations herein.
- (g) Further Assurances. The Parties agree to do any act or thing and execute any and all documents or instruments which is or are reasonably necessary or proper to

effectuate the provisions and intent of this Agreement; provided, however, neither Party shall have any obligation to agree to changes which (i) materially increase that Party's obligations or materially reduce its rights, or (ii) materially alter the terms of the Agreement, including economic terms.

- (h) Severability. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect. In lieu of such invalid, void or illegal provision, there shall be added to this Agreement a provision that is valid and enforceable and as similar (in purpose and effect) to such invalid, void or illegal provision as is reasonably possible.
- (i) Survival. All representations, warranties and indemnities made in this Agreement will survive termination of this Agreement for a reasonable period of time.
- (j) No Third-Party Beneficiaries. Except as otherwise provided herein, nothing in this Agreement will create or be deemed to create a relationship between the Parties to this Agreement, or either of them, and any third party, nor create any third-party beneficiary or fiduciary rights in any third party.
- (k) Negotiation; Counsel. Each Party has had a full opportunity to be represented by counsel in this Agreement. No provision in this Agreement shall be construed in either Party's favor based on who drafted or revised that particular provision.
- (l) Confidentiality. The Parties shall treat all of the terms of this Agreement, as well as any reasonably confidential and proprietary information of the other Party, confidentially and shall not disclose the terms hereof to any third party other than as required by federal or State law (including NRS Chapter 239), or by the Authorizer, or in order to meet the disclosing Party's obligations under this Agreement.
- (m) Force Majeure. Neither Party will be liable for any delay in performance or inability to perform due to acts of God, war, riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, accident, labor strike, pandemic, epidemic, quarantine, or other acts or events beyond its reasonable control (which does not include mere financial inability to perform). If a Party encounters a Force Majeure event, it shall immediately contact the other Party and provide all known details regarding the same, and the Parties shall work together reasonably and in good faith to implement temporary measures to address the situation.
- (n) Prohibited Persons. Neither Party shall include any persons with whom U.S. citizens and companies are prohibited from conducting business due to federal or state laws concerning, for example, government embargoes, sanctions, terrorism, or money laundering.





- (o) Non-Discrimination. Neither Party will discriminate against any person on the basis of race, color, religion, national origin, sex, marital status, disability, or other classification protected by law.
- (p) No Boycott. If Consultant's annual amount to perform hereunder exceeds \$50,000, Consultant hereby certifies that it is not currently engaged in, and will not during the Term of this Agreement engage in, a boycott of Israel as defined in NRS 332.065.
- (q) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which constitute one and the same instrument. Signatures may be delivered by facsimile or e-mail with the same force and effect as originals.

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

Consultant  
TEACH Inc.,  
a California nonprofit corporation

Company  
TEACH Las Vegas,  
a Nevada nonprofit corporation

By:   
Name: Spencer Burrows  
Title: Secretary TEACH Inc.

By:   
Name: Trishawn Allison  
Title: TEACH Las Vegas Board Chair