

EDUCATIONAL FACILITIES LICENSE AGREEMENT

This Educational Facilities License Agreement (this "Agreement") is entered into this ___ day of October 29, 2020 (the "Effective Date"), by and between The Roman Catholic Bishop of Las Vegas and His Successors, a corporation sole for the benefit of St. Christopher Catholic Parish (sometimes alternatively referred to as "Licensor" and/or "RCB"), and Pioneer Technology & Arts Academy, a Nevada corporation (sometimes referred to as "Licensee"). Licensor and Licensee shall sometimes be referred to collectively herein as the "Parties".

RECITALS

WHEREAS Licensee desires to operate a public charter school (sometimes referred to herein as "Purpose" or "use") at the St. Christopher Catholic Parish ("School") facility of which the Licensor is the beneficial owner and which is located generally at 1330 North Bruce Street, North Las Vegas, Nevada, 89030 on which the School is currently situated for the sole purpose of operating a K-8 public charter school to be known as Christopher Academy.

WHEREAS Licensee specifically desires to use a portion of Licensor's property for the Purpose/Academy consisting of approximately 21,460 square feet and which will be more particularly described and depicted on Exhibit A, including, the legal description, which will be attached hereto and such space to be shared with Licensor pursuant to this Agreement.

WHEREAS Licensor will continue to exclusively occupy the St. Christopher Parish ("Parish") offices consisting of approximately 2,960 square feet, a small portion of the hall immediately behind the Parish offices consisting of approximately 600 square feet (which will be walled off), the San Pablo Meeting Room (both of which are contiguous to the School), and the Parish offices for the exclusive use of Licensor (the "Licensor Exclusive Space").

WHEREAS Licensor agrees to allow Licensee the nonexclusive use of the Premises for the Purpose during the year from July 1st through June 30th, during school days as set forth in this Agreement as well as prearranged school events on weekend afternoons where such use does not conflict with the Parish's use for religious education and Parish community service programs and activities and Licensee agrees to pay Rent (as defined below) to Licensor in exchange for the use of the Premises, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I

PREMISES, LICENSE, AND USE OF PREMISES

- 1.1 **Description of the Premises/License.** Licensor is the owner of that certain real property, together with all improvements now or subsequently located thereon and all easements, rights, privileges, and appurtenances thereunto known generally as the School. Licensor hereby grants to Licensee a nonexclusive license in the Premises for the Purpose ON AN AS-IS BASIS WITH ALL FAULTS, WITHOUT RECOURSE TO LICENSOR AND WITHOUT REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED AND ALL RISK WITH RESPECT TO THE PREMISES SHALL BE BORNE BY LICENSEE. The Premises which will be more particularly described in Exhibit A, but will

generally consist of:

- a) The lower grade level consisting of approximately 5,377 square feet;
- b) The upper grade level consisting of approximately 5,084 square feet;
- c) The modular classroom consisting of approximately 705 square feet;
- d) The old playground and shade structure consisting of approximately 2,250 square;
- e) The parking lot area surrounded by a chain link fence that is currently used as a playground area; and
- f) The cafeteria, the ~~cafeteria~~ hall, and the computer lab consisting of approximately 5,044 square feet.

If not attached at the time of execution, within the next ninety (90) days after execution hereof, the Licensor will submit to Licensee a schematic of the Premises to then be attached to and become part of Exhibit "A".

- 1.2 **Timing of Licensee's Exclusive Use of Premises.** Subject to the conditions set forth in this Agreement, including, without limitation, the paragraphs within this Section One, of this Agreement, Licensee shall have the exclusive use of the Premises for the Purpose in a lawful manner that complies with all statutes, codes, ordinances and conditions applicable to the ownership, operation and improvement of the Premises. Licensee's exclusive use shall be in effect only during regular public school days, and regular public school hours, but in no event beyond 5:30 p.m., subject to the activities listed in Exhibit B, during regular public school days during the school year. Licensee shall provide, at its cost and expense, Licensee's own staff, materials, consumable products, paper, phone fees, maintenance fees, internet fees, toner, all utilities, maintenance, janitorial, instructional material, computers, phone systems, printers, copiers, information technology network connections and student and office furniture (collectively, "Licensee's Interests and Obligations"). Licensee agrees Licensor is under no obligation to consent to additional or alternative Purposes or uses.
- 1.3 **Timing of Licensor's Exclusive Use of the Premises.** Licensor shall have access to, and expressly reserves the right to exclusive use of the Premises after regular public school hours, but in no event later than 5:30 p.m. during regular school days, and during days when the Licensor is not in session, including, without limitation, weekends, for the Licensor to provide its after school and community service programs, including, without limitation religious education, the current Calendar for which is annexed hereto as Exhibit C.
- 1.4 **Additional Use Times of the Premises.** Licensee may also elect to provide academic recovery and enhancement and other charter school related programming during after school hours and off session/school day times. Licensee and Licensor agree to cooperate with each other to coordinate after school programming to avoid scheduling conflicts and facilitate student access to such programming, which if not specifically set forth on Exhibit C, shall be submitted in writing to Licensor's representatives set forth in the Notice section hereof and shall be subject to resolution under Section 6.
- 1.5 **Licensee's Use of Shared Space.** During the Primary Term and any Renewal Term (as those terms are defined herein), and so long as such use does not interfere with the Licensor's use of Shared Spaces, Licensee shall have a non-exclusive license to use areas surrounding the Premises which are reasonably necessary to the Licensor's use

of the Premises (such as areas of ingress and egress to the Premises, both vehicular and pedestrian; restroom facilities within the School; parking; bicycle racks; playground; etc., collectively hereinafter the "Shared Spaces") as is more clearly depicted and described in Exhibit A. Licensee agrees to indemnify, defend and hold harmless Licensor for, from and against any and all liability, damages, expense, causes of action, suits, claims or judgments arising from personal injury, death or property damage which may be claimed or asserted against Licensor or the Property, including, without limitation, reasonable attorneys' fees, on account of the exercise or use of Shared Space by Licensee or its suppliers, employees, contractors, agents, and invitees, of the rights and licenses herein granted.

1.5.a Parking. During the term of this Agreement, Licensee shall have the non-exclusive license to use in common with Licensor, guests, and invitees of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Licensor. Licensor reserves the right to designate reasonable parking areas within the Premises, Shared Space, or in space in reasonable proximity to the Premises, for the Licensor, its agents and employees. Licensee shall provide Licensor with a list of all license numbers for the cars used by Licensee, its agents and employees.

1.5.b Calendar for Shared Space Use.

The Parties shall create a calendar ("Calendar") for the use of Shared Spaces when the Licensor seeks use of the Premises on the weekends or after 5:30 p.m. which shall be submitted to the Licensor no later than March 1, 2020. When not in use by Licensor, Licensor shall review and approve the Calendar for Shared Space use beyond the occupancy times set forth herein, which approval shall not be unreasonably withheld. Thereafter, the Calendar shall become part of this License as Exhibit "C". Any activities not listed on the Calendar shall be submitted to the [redacted] Administrator and the Superintendent of Schools of the [redacted], who shall have the final approval for same should there be any disagreement about additional activities beyond the occupancy use times of the Premises.

1.6 **Condition of the Premises.** Licensee has toured the Premises, acknowledges and agrees that Licensor has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to: (a) the value, nature, quality or condition of the Premises, (b) the income to be derived from the Premises, (c) the compliance of or by the Premises or its operation with any legal requirements, (d) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Premises, (e) the manner or quality of the construction or materials, if any, incorporated into the Premises, or (f) the manner, quality, state of repair or lack of repair of the Premises. The Licensor is responsible for making its own independent investigation of the Premises and shall be provided complete access for same at a time convenient to the Parties.

1.7 **Repairs.** During the Primary Term and any subsequent Renewal Terms, Licensee shall make, at Licensee's expense, all necessary repairs and maintenance to the Premises. Repairs shall include, but not be limited to such items as routine repairs of floors, walls, ceilings, and other parts of the Premises damaged or worn through normal occupancy, including major mechanical systems, electrical systems, and water systems (excluding

damages caused by Licensee or its invitees). If the Licensor believes that the Premises is in a state of disrepair or that a particular repair is needed, the Licensor may provide Licensee with written notice of the required repair, and Licensee shall schedule and perform such repair within a reasonable time, provided the disrepair was not caused by the Licensor or a person invited on the premises by the Licensor. All repairs shall be done in a good and workmanlike manner by licensed contractors.

ARTICLE II

TERM, RENT, SECURITY DEPOSIT, RETURN OF PROPERTY, AND SALE OF PERSONAL PROPERTY

- 2.1 **Primary Term.** This Agreement shall be effective on the date of execution by the Parties ("Effective Date"). Unless sooner terminated in accordance with the terms of this Agreement, the initial term of the use of the Premises (the "Primary Term") shall be for a period commencing on July 1, 2021 (the "Commencement Date") and terminating on June 30, 2026 (the "Termination Date"). This Agreement will terminate automatically on the Termination Date without any notice required by either Party.
- 2.2 **Rent/Deposit.** During the Term, Licensee agrees to pay Licensor rent ("Primary Term Rent) in the amount of One Dollar and 00/100 (\$1.00) per year ("Rent") and shall be payable without notice or demand on the first day of July each year.
- 2.3 **Options to Renew and Rent Adjustment.** Provided Licensee is not in breach of this Agreement, or has not breached but cured this Agreement on more than three occasions, Licensor hereby grants to Licensee an option to renew and extend the term of this Agreement for five (5) consecutive additional periods of six (6) years each from and after the expiration of the Primary Term, which additional period(s) shall herein be referred to as the "Renewal Term." Each Renewal Term option shall be exercised by Licensee first by giving written notice to Licensor of Licensee's intent to exercise said option, which notice should be provided not later than thirty (30) days prior to the expiration of the Primary Term, or the Renewal Term as the case may be.
- Upon exercising said option, this Agreement shall be deemed to have been extended for an additional six (6) year term, which shall commence at the time and date of the expiration of the Primary or Renewal Term herein. The rent for the First Renewal Term shall be the same as in the Primary Term Rent. Each Renewal Term shall be identified by the number of that period's renewal term. Thus, the first Renewal Term shall be identified as the First Renewal Term, and each on labeled consecutively thereafter.
- 2.4 **Return of the Premises.** Upon the termination of the License or should the Licensee forego an option to extend the License, Licensee shall surrender the Premises to Licensor at the end of the term in the same condition as the date of the commencement of the Primary Term, except for ordinary use and wear, approved alterations, improvements, and modifications.
- 2.5 **Tangible Property.** Desks and other furniture belonging to the School shall be donated to the Licensee. Tangible property that is affixed to the School structure and/or Premises such as White Boards shall be donated to the Licensee. Any personalty purchased by the School with Title I funding monies or with monies donated by the

benefactors, shall be donated to the Licensee. Items purchased by the School with monies other than that donated by the benefactors or Title I funding monies and which is not affixed to the School structure shall remain the property of the Licensor and be removed no later than June 30, 2020.

ARTICLE III

OPERATIONS

- 3.1 **Establishment of Operating Rules.** Initial rules concerning shared use of the Premises by Licensor and Licensee are set forth on Exhibit B attached hereto (the "Rules"). Representatives of Licensee and representatives of Licensor (collectively, the Parties or "Principals") shall establish an ongoing cooperative working relationship to coordinate and address use of the Shared Space and the Premises. The Parties shall work together to establish any further operating rules needed to govern the use of the Shared Space. These rules may be revised from time to time in writing signed by both Parties. However, if there is a conflict between the Parties regarding the use of the Shared Space, then Article 6 shall apply to resolve such conflict.
- 3.2 **Tobacco, Drugs and Alcohol.** Except as permitted by law, including, without limitation, federal law, state law, and any and all applicable local laws, ordinances, and regulations, Licensee shall not keep, permit or allow any illegal or non-prescribed drugs or any liquors or beverages of any intoxicating nature or tendency, except for sacramental wine, to be sold, used or possessed on the Premises. Licensor and Licensee hereby agree that smoking, vaping or any other use of tobacco or cannabis products of any kind is prohibited on the Premises.
- 3.3 **Maintenance and Utilities.** Licensor and Licensee shall cooperate to maintain the Building and the Property, and all portions thereof and improvements thereon, in good, clean order and condition and shall make all necessary repairs and replacements so as to keep the Building and the Property in an attractive, safe and functional state, ordinary wear and tear after the last necessary repair excepted. Utility, custodial, landscape maintenance, exterior maintenance, and telecommunications expenses for the Building and the Property shall be provided for, and all costs associated with any and all maintenance and utilities ("Expenses") shall be solely borne by, and paid for, in a timely manner by the Licensee for the duration of this License and any subsequent renewal thereof. Licensor shall have no duties or obligations with respect to the Premises during the Primary Term or any subsequent Renewal Term(s).
- 3.4 **Custodial Services.** Custodial services shall be provided to all occupiable spaces on the Premises, and including materials, supplies, and labor, during school hours and after hours daily by Licensee through a third party professional custodial company that is insured and bonded. Licensor shall have the right to approve the third party professional custodial company, which approval shall not be unreasonably withheld. At all times during this License, the Licensee shall be solely responsible the custodial services and any and all costs associated therewith. Licensor shall have no duties or obligations with respect to any custodial or cleaning services the Premises during the Primary Term or any subsequent Renewal Term(s).

- 3.5 **Water, Sewer, Electricity, Natural Gas and Trash Removal.** During the Primary Term of the License and any subsequent Renewal Term, Licensee shall be solely responsible for all utilities, including, without limitation, water, sewer, electricity, natural gas and trash removal. Licensor shall have no duties or obligations with respect to the payment or procurement of any and all utilities for the Premises during the Primary Term or any subsequent Renewal Term(s).
- 3.6 **Landscape Maintenance.** During the Primary Term of the License and any subsequent Renewal Term, Licensee shall be solely responsible for all landscape upkeep, repair, maintenance, mowing, and snow removal from the parking lot and sidewalks ("Landscape Services"). Landscape Services shall be contracted and overseen by Licensee through a third party professional company(ies). Licensor shall have the right to approve such company(ies), which approval shall not be unreasonably withheld, conditioned or delayed. Licensor shall have no duties or obligations with respect to any Landscape Maintenance during the Primary Term or any subsequent Renewal Term(s).
- 3.7 **Telecommunications Service (Internet and Phone).** Licensee shall establish and maintain all telecommunications, internet (including, wireless), and telephone service ("Service") at all times for the Premises during the Primary Term and any subsequent Renewal Term. Licensee will provide any and all needed equipment to permit Licensor access, including, without limitation, "port" (equipment) and passwords, sufficient for Licensor to access the same Service and allow both Licensor and Licensee to secure their information, data, data transmission and communications. Licensor shall have no duties or obligations with respect to any Service during the Primary Term or any subsequent Renewal Term(s).
- 3.8 **Food Service.** The Parties will arrange, contract for, and pay separately for food service.
- 3.9 **Taxes.** Licensee shall pay, prior to delinquency, any and all applicable general real estate taxes and installments of special assessments, ad valorem (unless exempted) and non-ad valorem, and any other property taxes, fees and charges incurred on the Premises and relating to Licensee's use/Purpose thereof, coming due during the Agreement term(s) on the Premises, whether currently being charged or created and charged in the future, and all personal property taxes with respect to Licensee's personal property, if any, on the Premises. Licensee shall also be responsible for paying all personal property taxes with respect to Licensee's personal property at the Premises.
- 3.10 **Hazardous Materials.** During the term of this Agreement (as may be extended), Licensee will not use, generate, place, store, release or otherwise dispose of Hazardous Materials (as defined below) in any portion of the Property (including, without limitation, the Premises), except in strict accordance with all laws, including, without limitation, all Environmental Laws (as defined below). In the event of a breach of the foregoing, Licensee will undertake remediation or removal in accordance with all Environmental Laws. In addition, Licensee will indemnify, defend and hold Licensor harmless against and reimburse Licensor for all Hazardous Materials Liabilities (as defined below) asserted against or incurred by Licensor as a result of a breach of Licensee's obligations under this 3.10. As used herein, the term "Hazardous Materials" shall mean (a) any waste, material or substance (whether in the form of a liquid, a solid, or a gas and whether or not air-borne), which is or is deemed by governmental authority to be a

pollutant or a contaminant, or which is or is deemed by governmental authority to be hazardous, toxic, ignitable, reactive, corrosive, dangerous, harmful or injurious, or which presents a risk, to public health or to the environment, or which is or may become regulated by or under the authority of any applicable local, state or federal laws, judgments, ordinances, orders, rules, regulations, codes or other governmental restrictions, guidelines or requirements, any amendments or successor(s) thereto, replacements thereof or publications promulgated pursuant thereto ("Environmental Laws"); (b) petroleum, including crude oil or any fraction thereof; (c) any asbestos or asbestos containing material, (d) any polychlorinated biphenyl; (e) any radioactive material; (f) radon gas; and (g) urea formaldehyde. The term "Hazardous Materials Liabilities" as used herein means all claims, damages, losses, forfeitures, expenses, or liabilities arising from or caused in whole or in part, directly or indirectly, by a breach by Licensee of its representations, warranties, or covenants under this Section 3.10, including, without limitation, all costs of defense (including reasonable attorneys' fees and other costs of litigation), all consultants' fees, and all costs of investigation, repair, remediation, restoration, cleanup, detoxification or decontamination, and/or preparation and implementation of any closure, remedial action or other required plan.

- 3.11 **Compliance with the Law.** Licensee shall comply with all laws, statutes, codes, and ordinances as well as all requirements of municipal, state and federal authorities now in force, or which may hereafter be effectuated and/or in force, pertaining to the Premises and the Purpose, use or operation by Licensee.
- 3.12 **Representation on the Board of Directors of the Academy.** Licensor shall be allowed one voting seat on the Board of Directors of the Academy which shall be chosen by the Licensor in its sole discretion during the Primary Term and any successive option renewals.
- 3.13 **Catholicity Clause.** Licensee understands that the Premises belong to the Roman Catholic Church and agrees it will not itself use or permit others to use the Premises for or in connection with any activity morally offensive to the Roman Catholic Bishop of Las Vegas or for any use or activity inconsistent with the established teachings and doctrines of the Roman Catholic Church. Activities morally offensive to the Roman Catholic Bishop of Las Vegas include, but are not limited to counseling or promoting birth control, abortion, euthanasia and assisted suicide. Licensee agrees that upon ten (10) days' notice from Licensor, Licensee will cease or cause the cessation of any such offensive use suffered or permitted by it.

ARTICLE IV

INSURANCE

- 4.1 **Insurance.** Licensee shall maintain, at its own cost, as primary coverage, the following insurance at all times commencing on the Primary Term commencement date and throughout the Term of this License and any subsequent renewals thereof:
- (i) "All Risk Coverage Form" Property Insurance, excluding earthquake and flood, insuring the Licensed Premises and any Licensee improvements, Licensee's interest in the

Licensed Premises and all property located in the Licensed Premises, including furniture, equipment, fittings, installations, fixtures, supplies and any other personal property, Licensehold improvements and alterations, in an amount equal to full replacement cost which shall be primary and noncontributing with any insurance in effect for Licensor or ~~Parish~~;

(ii) Commercial General Liability and automobile liability insurance covering bodily injury, death, property damage, and contractual liability with a combined single limit of no less than Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate, which shall be primary and non-contributing with any insurance in effect for Licensor or ~~Parish~~ covering both the Premises and the Shared Space;

(iii) Worker's Compensation as required under Nevada law;

(iv) Builder's Risk insurance on an "All Risk" basis (including collapse) on a completed value (non-reporting) form for full replacement value covering all work, materials and equipment in or about the Licensed Premises in the event Licensee performs any repairs or any improvements, alterations in or about the Premises as well as Performance and Guarantee bonds during construction of improvements to the Premises in the amount of the replacement cost of construction; and

(v) Licensee's "Special Form Coverage" insurance for Business Interruption coverage;

and

(vi) Any other form or forms of insurance or any changes or endorsements to the insurance required herein as Licensor may reasonably require, from time to time.

4.1.a Licensee shall have the right to include the insurance required under this Section 4.1 under Licensee's policies of "blanket insurance", provided (i) no other loss which may also be insured by such blanket insurance shall affect the insurance coverage required under Section 4.

4.1.b Licensee shall deliver to Licensor within 90 days of the Effective Date of this Agreement a certificate specifically stating Licensor and ~~Parish~~ are named as additional insureds on the Commercial General Liability and Automobile Liability insurance and as loss payees on the Property Insurance.

4.1.c All insurance required under Section 4.1 shall: (i) be issued by a responsible insurance company or companies authorized to do business in Nevada with an AM Best rating A-VII or better; (ii) be in a form reasonably satisfactory to Licensor; and (iii) contain an agreement that the insurers shall notify Licensor and ~~Parish~~ in writing not less than thirty (30) days before any material change, reduction in coverage, cancellation, including cancellation for nonpayment of premium, or any other termination or change. Prior to the commencement of the Primary Term of the use of the Premises, Licensee shall deliver copies of the required policies, certificates of insurance and endorsements to Licensor.

4.2. **Licensor's Insurance.** Licensor shall, in connection with its ownership and operation of the Shared Premises, at all times commencing on the Primary Term date and throughout the Term of this Agreement, and any renewals thereof, maintain in effect policies of

insurance providing protection against the following liabilities and/or risks: (a) commercial general liability insurance in an amount not less than \$2,000,000.00 combined single limit for bodily injury and property damage, and (b) "All Risk Coverage Form" Property coverage in the Shared Space for the replacement of the structures as afforded in Licensor's existing policy of insurance with Catholic Mutual Group, copies of which shall be provided to Licensor within 90 days of the Effective Date of this Agreement. All such coverages of Licensor shall be secondary to Licensee's coverage described more fully in section 4.1 above. Licensor shall also maintain such insurance covering it's the timing of its Exclusive Use of the Premises.

- 4.4. **Damage to the Premises Related to Insurance.** In the event of damage to or destruction of the Premises caused by the perils covered by insurance, Licensee's insurance coverage is primary and Licensee shall use any and all insurance proceeds to reconstruct, repair, or replace the damaged or destroyed portion of the Premises. Licensee shall begin reconstruction, repair or replacement within a reasonable time after such damage or destruction occurs. Under no circumstances will Licensor be required to spend more funds on reconstruction, repair or replacement than the proceeds it receives from insurance.

In the event of damage or casualty loss and either (i) the insurance proceeds are not sufficient to complete reconstruction, repair or replacement of the Premises, or (ii) any or all of the Premises

ARTICLE V

IMPROVEMENTS, ADDITIONS, RENOVATIONS, CONSTRUCTION AND/OR REPAIRS ON OR TO THE PREMISES

- 5.1 **Building Repairs, Maintenance, Alterations and Improvements.** Licensee, at Licensee's sole cost and expense, shall have the right, following the Licensor's advance written consent, to remodel, redecorate, and make additions, alterations, improvements, capital improvements, upgrades, repairs to permanent/major land and building components (e.g., roof, walls, windows, doors, playground equipment, parking lot pavement, etc.) and replacements (collectively "Improvements") to the Premises from time to time as Licensee may deem desirable or necessary, provided Licensee complies with the process set forth in this Agreement. Any improvements to the Hall that may reduce the occupancy capacity of the Hall or create a design in which the occupancy capacity is less than it was at the time of this writing must be specifically approved by the Chief Financial Officer or the Superintendent of Catholic Schools.

When seeking Licensor's consent, Licensee shall provide a written request (Request) for the Improvement to Licensor, including, without limitation, a description of the Improvement and the purpose for the Improvement and shall submit along with the Request supporting documentation, including, but not limited to: (i) construction plans, drawings, and specifications and any amendments thereto showing the Improvement in reasonable detail; and (ii) for Licensor's review and approval the names and addresses of all contractors and copies of all contracts with such contractors, and any amendments thereto. Contractors must comply with Landlord's standard pre-qualification requirements. All such Requests must be provided to the Pastor or Administrator of the Parish with a copy to the Diocesan Superintendent of Catholic Schools. Before the commencement of any work or Improvements, Licensee shall submit to Licensor, consistent with the Notice provision herein, copies of all necessary permits evidencing

compliance with all ordinances and regulations of the city, county and state in which the Premises is located.

Licensee Deliveries. Within fifteen (15) days of completing [the Improvement, Initial Work or other Work] [any Work]:

(i) Licensee shall deliver "as-built" drawings of the alterations or additions, or an accurately marked record set of drawings showing the actual location of said [the Initial Work or other Work, Improvements] [any Work].

(ii) Licensee shall deliver to Licensor evidence of payment, contractors' affidavits and full and final waivers of all liens for labor, services or materials all in form reasonably satisfactory to Licensor.

(iii) Indemnification of Contractor's Work. Licensee shall defend, indemnify and hold Licensor harmless from all costs, damages, liens and expenses related to [the Initial Work or other Work, Improvement] [the Work]. [The Initial Work or other Work] [Any Work] done by Licensee's contractors pursuant to this Section shall be done in a first-class workmanlike manner using only good grades of materials and shall comply with all insurance requirements and all Applicable Laws.

(iv) Increased Property Insurance. Licensee agrees to pay the increase in property insurance and other insurances that may result from any Work or Improvement.

(v) Removal of Alteration. [As a condition to its consent,] Licensor may elect to require that Licensee remove, at Licensee's sole expense, all or certain additions or alterations at the expiration or earlier termination of the Lease and to repair the affected areas to their original condition.

(vi) Discovery of Underground Tanks or Other Preexisting Conditions. Licensee agrees that it will be solely responsible for all costs and expenses incurred by the discovery, movement, remediation or any other incident associated with underground tanks or other preexisting conditions, including, without limitation, asbestos, on Licensor's Property and the Premises.

Licensee shall submit to Licensor certificates of insurance evidencing insurance against liabilities that may occur during the performance of or otherwise arise out of [the Initial Work or other Work] [any Work], which insurance policy shall name Licensor as an additional insured. Such insurance shall include Contractor's Risk insurance, Builder's Risk insurance and a General Contractor's Bond. Licensee shall require contractors and subcontractors performing the [the Initial Work or other Work] [any Work] on the Premises to procure and maintain during the course of any work: (x) Broad Form Commercial General Liability insurance policy naming "The Roman Catholic Bishop of Las Vegas and His Successors, a corporation sole" as an Additional Insured and (y) Workers' Compensation/ Employer's Liability with limits equal to at least the statutory minimum. Contractors' and subcontractors' insurance policies shall expressly state that they are primary and non-contributing with respect to any other insurance maintained by Licensor and Licensee.

Notwithstanding the foregoing, Licensor's consent shall not be required for any Work that satisfies all of the following criteria ("Cosmetic Alteration"): (i) is of a purely cosmetic

nature such as painting, wallpapering, hanging pictures or installing carpeting (but excluding installation of fixtures onto wall, ceiling or floor); (ii) is not visible from the exterior of the building or Premises; (iii) will not affect the structural, plumbing, electrical or other mechanical systems of the Premises or Licensor's, Shared Space or any other property of Licensor; (iv) does not require work to be performed inside the walls or on the ceiling of the Premises; (v) does not in any instance require issuance of a building permit or other permit under Applicable Laws; (vi) does not involve the introduction or disturbance of any Hazardous Substances; and (vii) costs less than \$10,000.00.

All work, regardless of whether consent of the Licensor is required, shall be undertaken and made in a workmanlike manner by licensed contractors and utilizing good quality materials.

Licensee shall have the right to place and install personal property, fixtures, equipment and other temporary installations in and upon the Premises, and fasten the same to the Premises. All additions and improvements must be done in accordance with the terms of this Agreement. All Improvements to the Premises (and any Shared Space which shall follow all requirements of this Article Five) by the Licensee shall become the property of the Licensor upon termination of the License, except for Licensee's furniture, personal property and movable trade fixtures that can be moved without damaging the Premises.

- 5.2 **Licensor Support.** Licensor has no financial responsibility with regard to any Improvements. However, Licensor agrees to cooperate with Licensee in its efforts to obtain all necessary permits and approvals required by governmental authorities and any utility upgrades needed in connection with Licensee's operation of the Licensor on the Premises/Property and to provide relevant documents including, but not limited to, existing floorplans, drawings and site plans, as needed. Should Licensee need specific amendments to this Agreement necessary to the procurement of new construction financing, Licensor (and all those listed in the Notice section hereof shall be notified of such need in writing) and Licensee, shall cooperate to develop a revised, written document. The provisions of Section 6 shall apply to resolve any disputes.
- 5.3 **Mechanic's Liens.** Licensee shall keep the Premises and all parts thereof at all times free of mechanic's liens and any other lien for labor, services, supplies, equipment or materials purchased or procured, directly or indirectly, by or for Licensee. Licensee further agrees that Licensee will promptly pay and satisfy all liens or contractors, subcontractors, mechanics, laborers, materialmen, and other items of like character, and will indemnify Licensor against all expenses, costs and charges, including bond premiums for release of liens and attorneys' fees and costs reasonably incurred in and about the defense of any suit in discharging the Premises, from any liens, judgments, or encumbrances caused or suffered by Licensee. In the event such lien shall be made or filed, Licensee shall bond against or discharge the same within ten (10) days after the same has been made or filed. It is understood and agreed between the Parties hereto that the expenses, costs and charges above referred to shall be considered as additional usage rent (reimbursement) due and shall be included in any lien for usage reimbursement. Any pre-lien notices must be immediately provided to the Licensor.

Licensee shall not have any authority to create any liens for labor or material on the Premises or in Licensor's interest in the Premises and all persons contracting with Licensee for the construction or removal of any facilities or other improvements on or about the

Premises, and all materialmen, contractors, mechanics, and laborers are hereby charged with notice that they must look only to Licensee and to Licensee's interest in the Premises to secure the payment of any bill for work done or materials furnished at the request or instruction of Licensee.

- 5.4 **Repairs.** During the Agreement term, Licensee shall make, at Licensee's expense, all necessary repairs and maintenance to the Premises. Repairs shall include, but not be limited to such items as routine repairs of floors, walls, ceilings, and other parts of the Premises damaged or worn through normal occupancy, including major mechanical and electrical systems, HVAC and major mechanical systems.

Licensor shall be responsible for repairs to the plumbing from the source of water to the point of connection to the fixtures of the Premises (excluding changes caused by Licensee or its invitee) and to the electrical system from the source of the electricity (utility meter) to the point of connection to the fixtures (excluding damages caused by Licensee or its invitee) of the Premises. Licensee shall be responsible for maintenance of the roof and structural components. Licensor is also responsible for all landscaping, irrigation, and cement walkways of the Premises.

Capital improvements authorized by the Licensor shall be treated as being amortized by Licensee over the unexpired term of this Agreement. If the Licensor believes that the Premises is in a state of disrepair or that a particular repair is needed, the Licensor may provide Licensee with written notice of the required repair, and Licensee shall schedule and perform such repair within a reasonable time, provided the disrepair was not caused by the Licensor or a person invited on the premises by the Licensor.

Nothing in this paragraph or paragraph 6 shall prevent Licensee from taking reasonably necessary action to protect the health, safety and welfare of individuals coming to the Premises.

ARTICLE VI

DISPUTES AND DEFAULTS

- 6.1 **Disputes/Disagreement.** In the event that the Principals are unable to reach a consensus regarding a dispute, relating to the operation by Licensor pursuant to this Agreement, they shall first refer the dispute to the Superintendent of Licensor or her designee. Disputes relating to matters of the laws that govern each Party, may require that the dispute be referred to each Party's governing board, which may agree to submit the dispute to some alternative dispute resolution process, with all other rights and remedies reserved. If a Party believes that a dispute involves a default by the other Party of this Agreement or a disagreement involving the interpretation of a material provision of this Agreement, the procedures and remedies specified in this Article 6 apply. In all cases of disputes or defaults under this Agreement, the Parties will first attempt to resolve differences, in good faith, between themselves.

- 6.2 **Defaults.**

6.2.a In the event of any default under this Agreement, and failure by the breaching party to cure said default within thirty (30) days (five (5) days for any monetary defaults) after written notice made in accordance with this Agreement (such 30-day period subject to

extension as is reasonably necessary in the event the default reasonably takes longer than 30 days to cure, so long as the breaching party commences the cure within such 30-day period and thereafter diligently prosecutes the cure to completion), and maintains commercially reasonable activity to complete the cure after such commencement the non-breaching Party may elect any remedy or any combination of the following remedies in any order and repetitively:

i. The non-defaulting Party may perform any of the defaulting Party's obligations under this Agreement without incurring any liability to the non-defaulting Party for any loss or damage that it may sustain as a result. The non-defaulting party shall be entitled to recover all of its actual documented costs and reasonable expenses incurred in connection with that performance.

ii. The nondefaulting Party may pursue any and all other remedies to which it may be entitled at law, in equity or under the provisions of this Agreement. These rights and remedies are intended to be and shall be cumulative, and the exercise or attempted exercise by the nondefaulting Party of a given remedy shall not preclude or limit the right or ability of the nondefaulting Party to exercise, at the same or at any different time, any other remedy or remedies.

ARTICLE VII

MISCELLANEOUS

- 7.1 **Signs and Advertising.** Licensee will have the right to place signage on the Premises with the prior written approval of the Licensor. Following Licensor's prior written approval to the Licensee/Academy, Licensee shall have the right to place on the Premises signs which are permitted by applicable laws, regulations and local ordinances. Licensee will bear all costs associated with any signage, including, but not limited to design, installation, permitting costs, and production costs. Licensee shall remove the signage at the end of the Term. Both Licensor and Licensee shall have the right, in accordance with applicable laws, regulations and local ordinances and at each Party's own expense to place temporary signage (directional or promotional) on the Premises during their respective normal operating hours and days. All temporary signage must be removed at the end of each day.
- 7.2 **Outdoor Storage Sheds.** During the Term, Licensor hereby agrees that Licensee will have the exclusive use of one of three outdoor storage sheds to be used for the storage of outdoor recreational equipment. Licensor and Licensee will share a second storage shed to be used for the storage of landscape maintenance, snow removal and parking lot operations equipment and supplies. The third storage shed will be reserved for the exclusive use of Licensor.
- 7.3 **Security.** Licensee shall be permitted to re-key all exterior and/or interior doors on the Premises, if desired, at Licensee's sole expense, provided that both Licensor and Licensee will possess keys to all doors on the Premises and any codes to such entryways, including any remote control locks. The Parties agree not to access the exclusive space of the other Party except in an emergency. Licensee shall also be permitted to install a security camera and/or remote-control lock at the main south entrance to the Building, at Licensee's sole expense, and to require additional security measures for visitors. The

security improvements made by Licensee pursuant to this Agreement shall remain on Premises and automatically vest in Licensor after the Termination Date.

- 7.4 **Subletting, Assignment and Encumbrances.** Licensee shall not have the right to license, lease, sublet or assign all or any part of the Premises. Licensee has no right to pledge or encumber all or any part of the Premises without the prior written approval of Licensor, and only with the express, advance written permission of the ~~Bishop of the Roman Catholic Diocese~~ of Las Vegas. Any request for assignment shall include full disclosures of the assignee's corporate structure, principal owner's financial information and curriculum vitae demonstrating a successful history of operating Licensee schools. Licensee shall not sublicense all or any part of the Premises without the prior written consent of the Licensor. To the extent Licensee receives Licensor's approval for a subletting and Licensee receives any payment or remuneration from any assignee or sublicense in excess of the then existing rent paid hereunder (either in the Primary Term or in successive Renewal Terms) whether in the form of increased monthly payments or a lump sum payment, then Licensee shall pay to Licensor 50% of such remuneration, payment or other proceeds no later than ten (10) days from receipt by Licensee. Licensee shall provide Licensor with any and all documents related to any such transaction, including, without limitation any assignment, sublicense, or sublet. Upon any license, lease, sublet, assignment or encumbrance by Licensee without Licensor's prior written approval, Licensor has the right to terminate this Agreement immediately upon written notice to Licensee.
- 7.5 **Release and Waiver.** Licensee, jointly and severally, does hereby fully release, waive and discharge Licensor, its respective affiliated and/or subsidiary entities, together with any and all past and present employees, volunteers, officers, directors, agents, representatives, subsidiaries, unincorporated divisions, sureties, consultants, attorneys, successors, assigns, invitees, and related persons, predecessors, entities and companies of and from all claims, actions, causes of action, judgments, demands, rights, debts, agreements, promises, liabilities, losses, damages, costs and expenses of every nature, character, and description, an amount including attorneys' fees and costs, either known or unknown, without limitation or exception, whether based on theories of contract, tort, violation of law or any other theory of liability, in law or equity, or declaration of rights, whatsoever, which Licensee may now have or may hereafter acquire, whether asserted or not, arising directly or indirectly from or based on any cause, event, transaction, act, omission, occurrence, condition or matter, of any nature or kind whatsoever, which has occurred to date, or may hereafter occur and which is in any manner or to any event related to any act, omission, failure to act, breach or conduct committed or omitted to be done by Licensor, relating to or arising in any way out of Licensee's use of the Premises.
- 7.6 **Indemnification.** Licensee agrees to indemnify, defend and hold harmless Licensor from and against any liability to Licensee, Licensor and/or any third parties arising out of or related in any way to Licensee's use of the Premises, the Purpose, or any act or omission of Licensor relating in any way to Licensee's use of the Premises or its Purpose including, without limitation, from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to such extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by or in any way arise from the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

- 7.7 **Risk of Loss.** Licensee assumes all risk of loss with respect to all personal property of Licensee, within or about the Premises and/or School.
- 7.8 **Indemnification.** To the fullest extent permitted by law, each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to such extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
- 7.9 **Waiver.** No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision. The waiver of any of the terms and conditions of this Agreement shall be limited to the particular instance involved and shall not continue.
- 7.10 **Relationship.** It is understood and agreed that neither Party is a partner, joint venturer, associate, agent or servant of the other.
- 7.11 **Entire Agreement; Amendment.** This Agreement sets forth the complete, final and exclusive agreement between the parties with respect to the subject matter hereof, and all of the covenants, promises, agreements, warranties, representations, conditions and understandings between the parties hereto with respect to such subject matter, and supersedes and terminates all prior agreements and understandings between the parties with respect to such subject matter. There are no covenants, promises, agreements, warranties, representations, conditions or understandings, either oral or written, between the parties with respect to such subject matter other than as are set forth herein and therein. No termination, alteration, amendment, modification, change, addition to or waiver of this Agreement shall be binding upon the Parties unless reduced to writing and signed by The Bishop of the Diocese of Las Vegas, the Chancellor of the Diocese of Las Vegas, or the Superintendent of Catholic Schools.
- 7.12 **Notices.** Any notice, demand or request permitted, required or desired to be given in connection with this Agreement shall be in writing and shall be hand delivered, or be sent by United States certified or registered mail, return receipt requested, postage prepaid, or be sent by private, receipted courier guaranteeing same-day or next-day delivery, addressed as follows:

If to Licensor:

If to Licensee:

Most Reverend George Leo Thomas, M.S.P.
 Ph.D. The Bishop of the Diocese of Las Vegas
 Las Vegas Diocese of Las Vegas
 336 Cathedral Way
 Las Vegas, Nevada 89019

and

Ms. Catherine Thompson
 Superintendent of Catholic Schools

Diocese of Las Vegas
336 Cathedral Way
Las Vegas, Nevada 89019
and

Deacon Aruna Silva
Chief Financial Officer
Diocese of Las Vegas
336 Cathedral Way
Las Vegas, Nevada 89109

With Copies to:

Reverend Miguel Rolland
St. Christopher Catholic Church
1840 North Bruce Street
North Las Vegas, Nevada 89030

And

Monsignor Greg Gordon
Chancellor of the Diocese of Las Vegas
Diocese of Las Vegas
336 Cathedral Way
Las Vegas, Nevada 89019

Either Party may designate to the other in writing given in accordance with this section a different address for service of notice. Notice by registered or certified mail shall be deemed served three (3) days after mailing.

- 7.13 **Governing Law; Jurisdiction and Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Nevada. No lawsuit pertaining to any matter arising under or growing out of this Agreement shall be instituted in any jurisdiction other than in the courts located in the State of Nevada and the Parties consent to exclusive jurisdiction before the federal or state courts in the County of Clark, State of Nevada.
- 7.14 **Legal Fees.** If any dispute arises between the parties with respect to the matters covered by this Agreement which leads to a proceeding to resolve such dispute, the prevailing party in such proceeding shall be entitled to receive its reasonable attorneys' fees, expert witness fees and out-of-pocket costs incurred in connection with such proceeding, in addition to any other relief it may be awarded.
- 7.15 **No Brokers.** Neither Licensor nor Licensee is represented by any broker or agent in connection with this Agreement, and each Party shall indemnify and hold the other Party harmless against any claim for compensation made by any person or entity claiming a commission or fee by, through or under the indemnifying Party.

- 7.16 **Severability.** If any one or more of the provisions of this Agreement is held to be invalid or unenforceable, the provision shall be considered severed from this Agreement and shall not serve to invalidate any remaining provisions hereof. The Parties shall make a good faith effort to replace any invalid or unenforceable provision with a valid and enforceable one such that the objectives contemplated by the parties when entering this Agreement may be realized.
- 7.17 **Construction.** The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.
- 7.18 **Headings.** The headings for each article and section in this Agreement have been inserted for convenience of reference only and are not intended to limit or expand on the meaning of the language contained in the particular article or section.
- 7.19 **Time is of the Essence.** Time is of the essence of this Agreement and all of the covenants and obligations thereof.
- 7.20 **Benefit and Binding Agreement.** Subject to the restrictions contained in this Agreement, the terms, provisions, conditions, covenants and restrictions contained in this Agreement shall inure to the benefit of, and shall be binding upon, the successors, assigns, personal representatives, executors, administrators, estates, heirs and legatees of the respective Parties.

[Remainder of this page intentionally left blank]

7.21 **Coronavirus Operating Restrictions.** The impact of the Coronavirus pandemic on operations on the Property is not fully known, but both Licensor and Licensee expect there will be a combination of legally mandated safety/operational procedures and legally mandated building modifications that must be complied with in order to operate on the Premises. Licensor and Licensee hereby agree to comply with all federal or state mandated safety/operational procedures at all times on the Property, at Licensee's expense as it relates to the Premises and at their own expense at the time of their use.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

LICENSOR:


The Roman Catholic Bishop of Las Vegas, a corporation sole for the benefit of St. Christopher Parish

By: +Rmg = Geo Thom

Name: George Leo Thom AS

Title: Bishop

LICENSEE:

By: 

Name: Shubham Pandey

Title: Proposed Superintendent

EXHIBIT A
PREMISES

EXHIBIT B
RULES

1. There shall be no use of tobacco product or drinking of alcohol on the Property during Licensee's operating hours during the Term, and there shall be no eating in any of the classrooms, except for those which have tile floors.
2. Any guests or invitees of Licensor or Licensee that visit or are otherwise on the Property during Licensor and Licensee's operating hours must sign in at the main office and submit to a national sex offender database check prior to entering the Building.
3. In order to minimize parking lot congestion and to improve the safety and security of students arriving during morning drop-off and departing during afternoon pick-up, Licensor's Pre-K program and Licensee's K-8 program will start and dismiss, not less than 20 (twenty) minutes apart on Monday through Friday. Licensor's Pre-K morning start time shall not be between 7:40 AM and 8:20 AM and afternoon dismissal time shall not be between 2:55 PM and 3:35PM. Licensee's K-8 morning start time shall be 8:00 AM and afternoon dismissal time shall be 3:15 PM.
4. Licensee will obtain the services of a licensed traffic engineer to create a site Traffic Management Plan ("TMP") for Licensor's review and approval. Licensor and Licensee agree to follow the rules and the procedures set forth in the final agreed upon TMP for the duration of Licensee's occupancy. Modifications to the TMP must be agreed upon by both Licensor and Licensee.
5. The gymnasium and the lunch area are the same space, but during the lunch period they are divided into separate spaces. Licensee shall have exclusive use of the gymnasium and the lunch area on all weekdays until 4:00 PM, and Licensor shall have exclusive use of the gymnasium after 4:00 PM on all weekdays and on weekends. Licensee may use the gymnasium on Saturdays with one week's notice to Licensor to the extent Licensee's requested use does not interfere with Licensor's use or with use by the Church. The Parties acknowledge the Church uses the entire gymnasium on Sundays.
6. Licensor and Licensee will both be storing, preparing, warming, and distributing food at various times during the day in the Premises. Food service employees and contractors for both shall have access to the kitchen area at any time of the day to carry out their responsibilities in the kitchen area. Schedules will be established by Licensor's and Licensee's Principals as food service plans are developed. Kitchen clean-up will be the responsibility of Licensor's and Licensee's food service employees and contractors, not the custodial staff working in the school. Equipment necessary for the food service operations of Licensor and Licensee shall be provided, maintained, cleaned, and stored by Licensor and Licensee, respectively, and each shall also have use of the walk-in cooler and freezer as needed. At the earlier of the end of the Occupancy Period or the Term, unless other arrangements are made, Licensee will remove its kitchen equipment from the Premises.
7. Food service tables and chairs suitable for students ("Food Service Furniture") will be acquired by Licensee and used by both Licensor and Licensee for food service activities during

the Term at no charge to Licensor. The Food Service Furniture will be stored in one or both of gymnasium storage rooms 1 and 2 at the east end of the gymnasium. Gymnasium equipment, acquired individually by Licensor and Licensee, including furniture and technology for a staff member or physical education teacher shall also be stored in gymnasium storage rooms 1 and/or 2.

8. Notwithstanding anything to the contrary contained in the Agreement, the two classrooms immediately west of the gymnasium that share a wall with the gymnasium shall be used exclusively by Licensee during weekdays, but may be used by the Church on Saturdays and Sundays. Licensor and/or Church may use furniture in these spaces for weekend use but shall have no right to access or use Licensee's supplies, equipment, or technology located in these classrooms. Licensor agrees to ensure, at its own expense, that space used by Licensor and/or Church on weekends is returned to Licensee in the same condition and same configuration on Monday morning as it was left by Licensee at the end of Operating Hours on Friday.

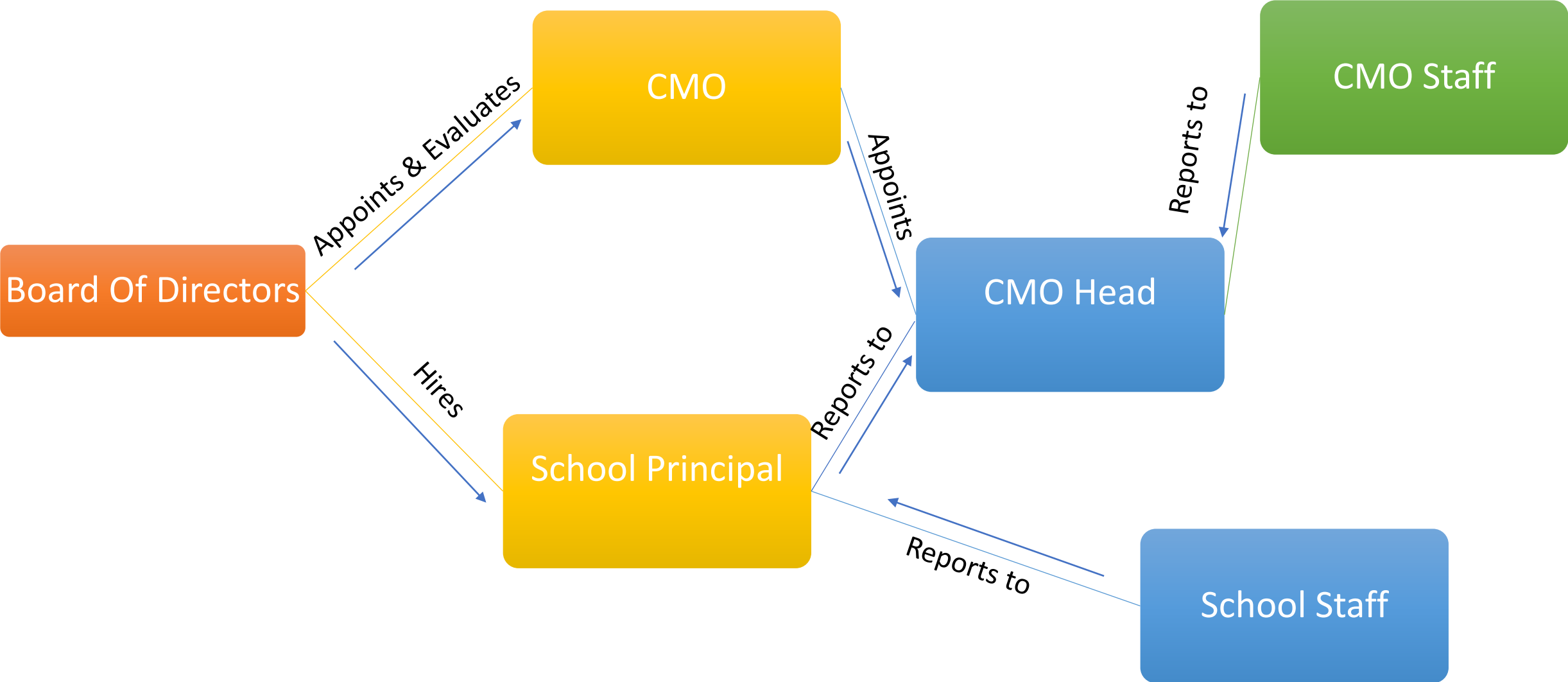
9. The Shared Office Spaces shown on Exhibit A shall include the Front Desk, Conference Room, Teacher Work Room, Staff Lounge, Nurses Office, and the Copy/Print Area. All these spaces shall be used and accessible by both Licensor and Licensee. The use of all these office spaces shall be subject to operating rules established by Licensor's and Licensee's Principals during the Term. Licensor and Licensee shall each be responsible for the purchase of their own supplies, furniture, technology, and equipment necessary for their use in these spaces, and the Parties shall have no right to use the supplies, furniture, technology, and equipment of the other party. At the end of the Term, Licensee shall remove all its supplies, furniture, technology, and equipment from these spaces.

10. Mechanical spaces, hallways, elevator, and bathrooms shall be accessible and useable by both Licensor and Licensee under these Rules, as they are amended and supplemented by Licensor's and Licensee's Principals from time to time. Licensor and Licensee agree that shared hallways may not be used for any purpose (no recreational or teaching use) other than moving to and from other accessible spaces.

11. The server room shall be shared by and accessible to both Licensor and Licensee. Each party shall be responsible for the purchase and maintenance of its own equipment/technology in this space, and neither party shall have any right to use, configure, or reconfigure any equipment of the other party during the Term. Category 5 cables connecting all building spaces to the server room are the property of the Licensor, but Licensee shall have exclusive use of (and may install more with Licensor's consent) all cables connecting Licensee Space to the server room.

EXHIBIT C
CALENDAR

PTAA Nevada Decision Making Flow Chart



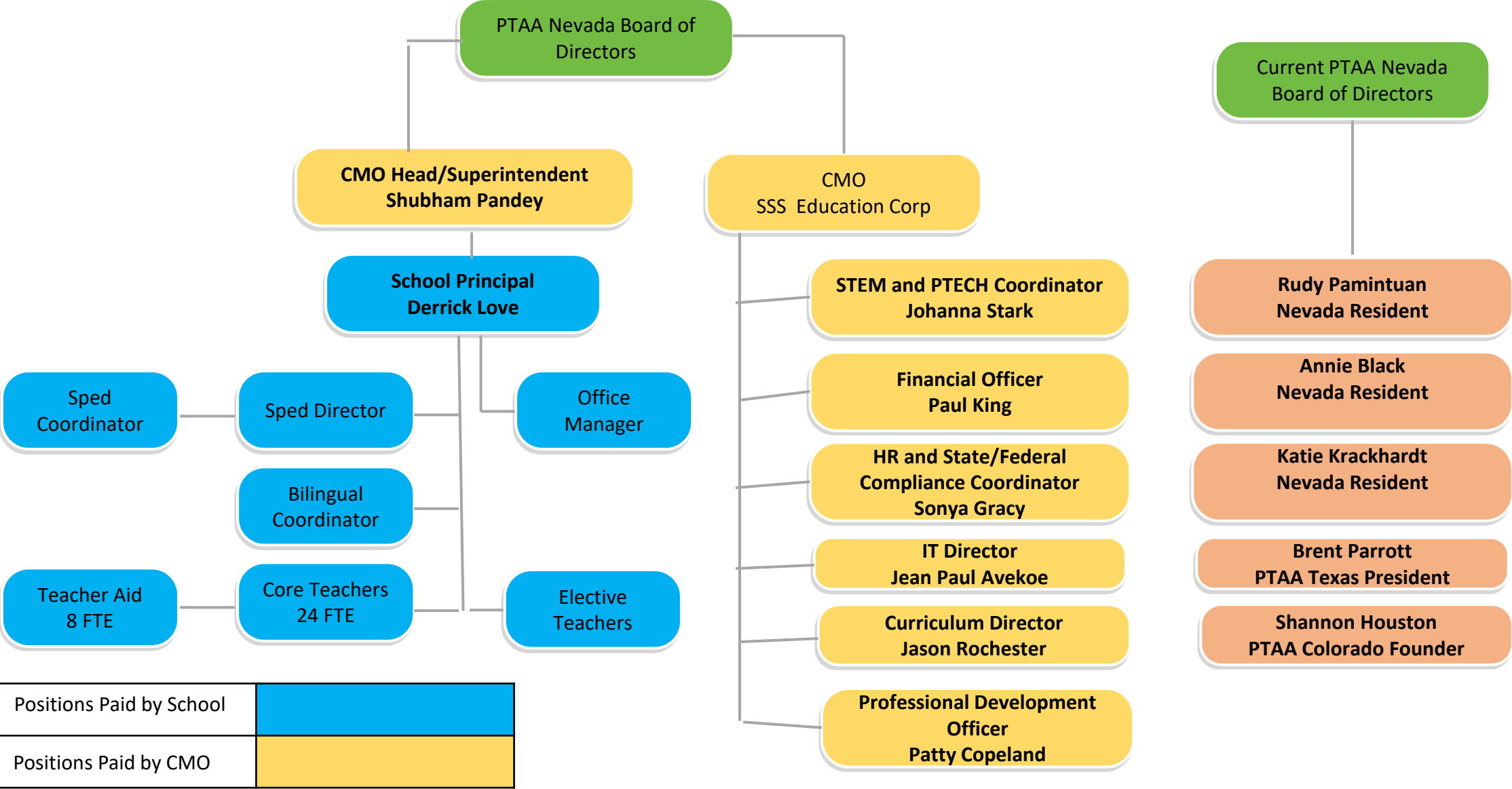
Organization Depth Chart with hierarchy

	Job Description
Shubham Pandey	<ul style="list-style-type: none"> • Proposed Head of the School, reports to the School Board. • Hires School Principal. • Work with Principal, and CMO/School Staff.
Derrick Love	<ul style="list-style-type: none"> • Reports to Head of the School. • Works with staff directly. • Responsible for Hiring all staff of the school.
Johanna Stark	<ul style="list-style-type: none"> ▪ Coordinator is responsible for developing, coordinating, and teaching STEM afterschool programming. ▪ Primary responsibilities include program instruction, curriculum development and revision, and materials management. ▪ The STEM Coordinator also supervises, and mentors contract instructors who teach the program.
Paul King	<ul style="list-style-type: none"> • Provides direction for the oversight of the school's record keeping and accounting policies. • Ensures the presentation of timely and meaningful financial reports to the board. • Ensures the development of annual budget and its submission to the Board for its approval. • Leads the monitoring of budget implementation. • Oversees development and board review of financial policies and procedures. • Leads the board in assuring compliance with federal, state and other financial reporting requirements.
Sonya Gracy	<ul style="list-style-type: none"> • Maintains the work structure by updating job requirements and job descriptions for all positions. • Supports organization staff by establishing a recruiting, testing, and interviewing program; conducting and analyzing exit interviews; and recommending changes. • Prepares employees for assignments by establishing and conducting orientation and training programs. • Ensures legal compliance by monitoring and implementing applicable human resource federal and state requirements, conducting investigations, maintaining records, and representing the organization at hearings. • Enforces management guidelines by preparing, updating, and recommending human resource policies and procedures and submitting to Board for approval.
Sonya Gracy	<ul style="list-style-type: none"> • Assists with the development of policies, protocols, guidelines, toolkits and professional development geared toward sharing best practices on compliance with these policies, and with the development of school and professional working environments that are in keeping with community norms as expressed in relevant policies. • Ensures school staff is in compliance from an operational standpoint and a legal standpoint. • Supports local school staff members in developing their practices in relation to community norms and policies, and in service of students, staff members and school culture. • Acts as an independent reviewer and evaluator to ensure that compliance issues within the organization are being appropriately monitored, evaluated, investigated and reported.

Organization Depth Chart with hierarchy

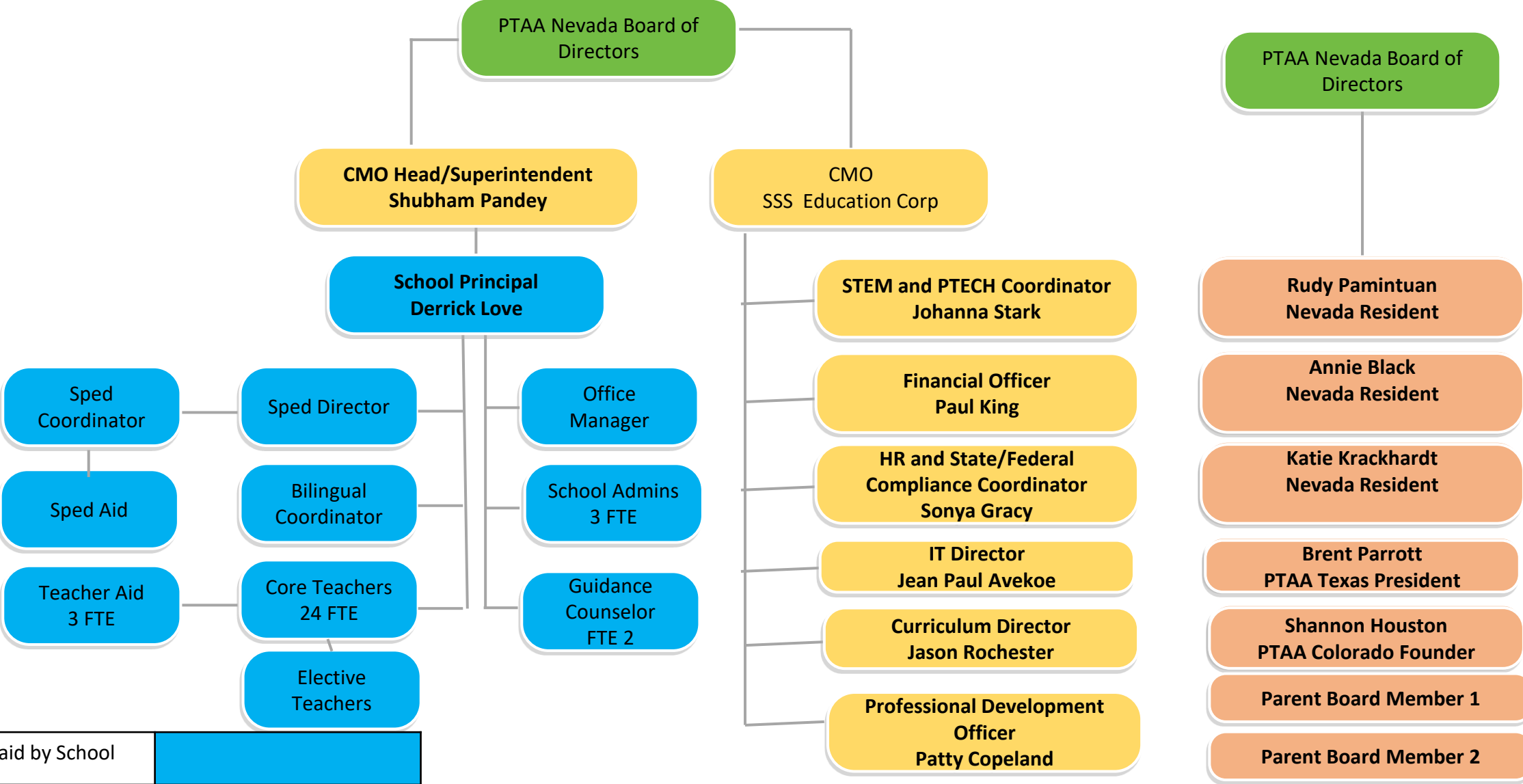
	Job Description
Jean Paul Avekoe	<ul style="list-style-type: none">• Develops and implements the long-range district technology plan• Supervises and coordinates district technology operations and staff• Establishes standard procedures for evaluation, use, and support of technology, including hardware, operating software, and applications.• Oversees technology policy development for the district• Keeps current regarding innovations, trends, and standards in the area of technology.
Jason Rochester	<ul style="list-style-type: none">• Analyze student test data. Assess and discuss curriculum standards• Research trends in instructional methods and educational technology• Review and recommend textbooks and other educational materials• Observe work of teaching staff to evaluate performance• Develop procedures for teachers to implement curriculum• Train teachers and other instructional staff in new content or technology• Mentor or coach teachers in skill improvement• Plan, organize and conduct training conferences and workshops
Patty Copeland	<ul style="list-style-type: none">• Use innovative practices to effectively create multiple opportunities for collaboration and extended levels of support• Design services for the purpose of implementing professional development program activities that address identified training needs.• Maintain a variety of manual and electronic files and/or records• Monitor professional development services (e.g. consultant's course outcomes, training staff, etc.)

PTAA Nevada Year 1 Organization Chart



Positions Paid by School	
Positions Paid by CMO	

PTAA Nevada Year 3-6 Organization Chart



Positions Paid by School	
Positions Paid by CMO	