

**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**WALLACE STEGNER ACADEMY OF NEVADA &**  
**THE ACE FOUNDATION**

This Memorandum of Understanding (“MOU”), entered into on this \_\_\_ day of \_\_\_ 20\_\_\_, by and between Wallace Stegner Academy of Nevada (“WSAN”), a Nevada Public Charter School, and the ACE Foundation (“FOUNDATION”), a non-profit organization (collectively the “PARTIES”).

**WHEREAS**, WSAN is a college preparatory charter school located in Las Vegas, Nevada; and

**WHEREAS**, the ACE Foundation is a non-profit organization located in Las Vegas, Nevada, which promotes high-quality public education by supporting charter schools; and

**WHEREAS**, the PARTIES are desirous to enter into an understanding whereby they may advance the strategic goals of both the FOUNDATION and WSAN as well as enrich the Las Vegas community;

**NOW, THEREFORE**, the PARTIES agree as follows:

**PURPOSE**

**Partnership:** In alignment with the mission of the ACE Foundation of Las Vegas, the FOUNDATION will partner with WSAN to enhance educational opportunities for WSAN students and families by providing financial and community-based resources to supplement programs and additional initiatives at the school.

**TERM**

The Agreement shall commence on \_\_\_\_\_ and continue from year to year unless terminated by either PARTY. Either PARTY may terminate this Agreement with or without cause by providing thirty (30) days written notice. In the event this Agreement is terminated, the PARTIES shall work cooperatively to ensure that each PARTY’s operations continue without interruption.

**GENERAL PROVISIONS**

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this MOU in accordance with the provisions of the law and regulations that govern their activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. The PARTIES assume full responsibility for their performance under the terms of this MOU.

If at any time either PARTY is unable to perform their duties or responsibilities under this MOU consistent with such PARTY's statutory and regulatory mandates, the affected PARTY shall immediately provide written notice to the other PARTY to establish a date for resolution of the matter.

### **FORCE MAJEURE**

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this MOU, for failure or delay in fulfilling or performing any term of this MOU, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (i) acts of God; (ii) flood, fire, earthquake or explosion; (iii) war, invasion, hostilities (whether war was declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order or law; (v) actions, embargoes or blockades in effect on or after the date of this MOU; (vi) action by any governmental authority; (vii) national or regional emergency; and, (viii) shortage of adequate power or transportation facilities. The party suffering a Force Majeure Event shall give notice within five (5) days of the Force Majeure event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure event are minimized.

### **GOVERNING LAW**

This MOU shall be governed by and construed in accordance with the laws of the State of Nevada.

### **SEVERABILITY**

In the event that any provision of this MOU shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this MOU shall be determined to be unlawful or otherwise unenforceable, the remainder of the MOU shall remain in full force and effect, so long as the clause severed does not affect the intent of the PARTIES. If a Court should find that any provision of this MOU to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

### **ASSIGNMENT**

Neither PARTY to this MOU may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning PARTY, which approval shall not be unreasonably withheld.

### **ENTIRE UNDERSTANDING**

This MOU contains the entire understanding of the PARTIES.

**AUTORIZATION AND EXECUTION:** The signing of this MOU does not constitute a formal undertaking.

This MOU shall be signed by and shall be effective as of the date first written above.

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Date*

Brooke Reeves  
*Executive Director*  
ACE Foundation of Las Vegas

NAME  
*Governing Board*  
Wallace Stegner Academy of Nevada

**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**WALLACE STEGNER ACADEMY OF NEVADA &**  
**INTELLATEK**

This Memorandum of Understanding (“MOU”), entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Wallace Stegner Academy of Nevada (“WSAN”), a Nevada Public Charter School, and INTELLATEK, (“INTELLATEK”) an educational technology provider, (collectively the “PARTIES/PARTY”).

**WHEREAS**, is a college preparatory charter school located in Las Vegas, Nevada; and

**WHEREAS**, INTELLATEK is an educational technology provider and located in Las Vegas, Nevada; and

**WHEREAS**, the PARTIES are desirous to enter into an understanding whereby they may advance the strategic goals of both INTELLATEK and WSAN as well as enrich the Las Vegas community;

**NOW, THEREFORE**, the PARTIES agree as follows:

**PURPOSE**

**Partnership:**

INTELLATEK will partner with WSAN to increase student achievement in the community by providing quality education technology tools and resources. Upon approval from the state sponsor, the INTELLATEK agrees to offer the following services to WSAN:

- a. Setting up, monitoring and supporting WSAN’s network, servers, wiring closets, patch panels, desktops and printers;
- b. Creating and deleting user accounts;
- c. Setting up and maintaining off-site backups;
- d. Providing helpdesk support;
- e. Provide support, when possible, for devices owned by students when they are used on campus for class work;
- f. Additional support required to maintain IT related materials such as software updates, licensing, and warranties.

**TERM**

The Agreement shall commence on \_\_\_\_\_ and continue from year to year unless terminated by either PARTY. Either PARTY may terminate this Agreement with or without cause by providing thirty (30) days written notice. In the event this Agreement is terminated, the PARTIES shall work cooperatively to ensure that each PARTY’s operations continue without interruption.

**GENERAL PROVISIONS**

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this MOU in accordance with the provisions of the law and regulations that govern their activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. The PARTIES assume full responsibility for their performance under the terms of this MOU.

If at any time either PARTY is unable to perform their duties or responsibilities under this MOU consistent with such PARTY's statutory and regulatory mandates, the affected PARTY shall immediately provide written notice to the other PARTY to establish a date for resolution of the matter.

### **FORCE MAJEURE**

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this MOU, for failure or delay in fulfilling or performing any term of this MOU, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (i) acts of God; (ii) flood, fire, earthquake or explosion; (iii) war, invasion, hostilities (whether war was declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order or law; (v) actions, embargoes or blockades in effect on or after the date of this MOU; (vi) action by any governmental authority; (vii) national or regional emergency; and, (viii) shortage of adequate power or transportation facilities. The party suffering a Force Majeure Event shall give notice within five (5) days of the Force Majeure event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure event are minimized.

### **GOVERNING LAW**

This MOU shall be governed by and construed in accordance with the laws of the State of Nevada.

### **SEVERABILITY**

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### **ASSIGNMENT**

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**ENTIRE UNDERSTANDING**

This MOU contains the entire understanding of the PARTIES.

**AUTHORIZATION AND EXECUTION:** The signing of this MOU does not constitute a formal undertaking.

This MOU shall be signed by and shall be effective as of the date first written above.

<i>Name</i>	<i>Date</i>	<i>Name</i>	<i>Date</i>
JJ Christian Managing Partner Intellatek		NAME Governing Board Wallace Stegner Academy of Nevada	

**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**WALLACE STEGNER ACADEMY OF NEVADA &**  
**TROOP, LLC**

This Memorandum of Understanding (“MOU”), entered into on this \_\_\_ day of \_\_\_ 20\_\_\_, by and between Wallace Stegner Academy of Nevada (“WSAN”), a Nevada Public Charter School, and TROOP, LLC (“TROOP”) a substitute teacher provider, (collectively the “PARTIES”).

**WHEREAS**, WSAN is a college preparatory charter school located in Las Vegas, Nevada;  
and

**WHEREAS**, TROOP is in the business of providing substitute teachers for charter schools;  
and

**WHEREAS**, the PARTIES are desirous to enter into an understanding whereby they may advance the strategic goals of both TROOP and WSAN as well as enrich the Las Vegas community;

**NOW, THEREFORE**, the PARTIES agree as follows:

**PURPOSE**

**Partnership:**

TROOP will provide WSAN with state licensed substitute teachers for the hours and times requested by WSAN.

**TERM**

The Agreement shall commence on \_\_\_\_\_ and continue from year to year unless terminated by either PARTY. Either PARTY may terminate this Agreement with or without cause by providing thirty (30) days written notice. In the event this Agreement is terminated, the PARTIES shall work cooperatively to ensure that each PARTY’s operations continue without interruption.

**GENERAL PROVISIONS**

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this MOU in accordance with the provisions of the law and regulations that govern their activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. The PARTIES assume full responsibility for their performance under the terms of this MOU.

If at any time either PARTY is unable to perform their duties or responsibilities under this MOU consistent with such PARTY's statutory and regulatory mandates, the affected PARTY shall immediately provide written notice to the other PARTY to establish a date for resolution of the matter.

### **FORCE MAJEURE**

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this MOU, for failure or delay in fulfilling or performing any term of this MOU, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (i) acts of God; (ii) flood, fire, earthquake or explosion; (iii) war, invasion, hostilities (whether war was declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order or law; (v) actions, embargoes or blockades in effect on or after the date of this MOU; (vi) action by any governmental authority; (vii) national or regional emergency; and, (viii) shortage of adequate power or transportation facilities. The party suffering a Force Majeure Event shall give notice within five (5) days of the Force Majeure event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure event are minimized.

### **GOVERNING LAW**

This MOU shall be governed by and construed in accordance with the laws of the State of Nevada.

### **SEVERABILITY**

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### **ASSIGNMENT**

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### **ENTIRE UNDERSTANDING**

This MOU contains the entire understanding of the PARTIES.

**AUTORIZATION AND EXECUTION:** The signing of this MOU does not constitute a formal undertaking.

This MOU shall be signed by and shall be effective as of the date first written above.

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*Name*

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*Date*

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*Name*

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*Date*

Aaron Diaz,  
*Director of Operations*  
TROOP

NAME  
*Governing Board*  
Wallace Stegner Academy of  
Nevada

**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**WALLACE STEGNER ACADEMY OF NEVADA &**  
**SPECIAL EDUCATION SUPPORT STAFF, LCC**

This Memorandum of Understanding (“MOU”), entered into on this \_\_\_ day of \_\_\_ 20\_\_\_, by and between Wallace Stegner Academy of Nevada (“WSAN”), a Nevada Public Charter School, and SPECIAL EDUCATION SUPPORT STAFF, LLC (“SESS”) a Nevada Charter School Special Education Services provider, (collectively the “PARTIES/PARTY”).

**WHEREAS**, WSAN is a college preparatory charter school located in Las Vegas, Nevada; and

**WHEREAS**, SESS is in the business of providing special education service; and

**WHEREAS**, the PARTIES are desirous to enter into an understanding whereby they may advance the strategic goals of both the SESS and WSAN as well as enrich the Las Vegas community;

**NOW, THEREFORE**, the PARTIES agree as follows:

**PURPOSE**

**Partnership:**

Upon approval from the state sponsor, SESS agrees to offer the following services to WSAN:

- g. Providing personnel, including professionals and assistants to perform Special Education related services including, but not limited to:
  - 1. physical therapy,
  - 2. occupational therapy,
  - 3. speech-language therapy, and
  - 4. psychology ("SPED Services")

**TERM**

The Agreement shall commence on \_\_\_\_\_ and continue from year to year unless terminated by either PARTY. Either PARTY may terminate this Agreement with or without cause by providing thirty (30) days written notice. In the event this Agreement is terminated, the PARTIES shall work cooperatively to ensure that each PARTY’s operations continue without interruption.

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### **FORCE MAJEURE**

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<u>Name</u>	<u>Date</u>	<u>Name</u>	<u>Date</u>
Danielle Ferreira <i>Director</i> Special Education Support Staff		NAME <i>Governing Board</i> Wallace Stegner Academy of Nevada	