

PIONEER TECHNICAL AND ARTS ACADEMY of NEVADA



# Charter School Application

Submitted to SPCSA

Submitted  
December 16, 2021

# PIONEER TECHNICAL AND ARTS ACADEMY of NEVADA

December 16, 2021

To: Nevada State Public Charter School Authority (“SPCSA”)  
5375 S Procyon St Suite 108,  
Las Vegas, NV 89118

RE: Resubmission of PTAAN charter school application

Dear Staff and Board Members:

As you are aware, Pioneer Technology & Arts Academy Nevada (PTAAN) seeks authorization from the SPCSA to establish an engineering and technology school, to continue Nevada’s mission to promote high quality and effective public charter school options that are autonomous and accountable for improved academic outcomes for a diverse student population. PTAAN is dedicated to serving at risk student’s in Nevada and has submitted an application to obtain a charter on two separate occasions. In January of 2021, PTAAN did not receive approval for its proposed school by a vote from this Board 4-5. Thereafter, PTAAN’s team took the comments and feedback provided by this Board and SPCSA staff and resubmitted its application for a charter for review.

Although PTAAN focused on the items raised by the SPCSA during the January 2021 review cycle when it reapplied for a charter in summer of 2021 the new review team identified additional questions and concerns it wanted addressed. As such, PTAAN has spent the last thirty days, focusing on such issues to further demonstrate its commitment to opening a school in Nevada and highlight the quality education it intends to provide. As detailed in the information contained herewith, the deficiencies identified by SPCSA staff in November of 2021 have been addressed. Such information includes, but is not limited to:

- **Section 2:** Meeting the Need- Additional information is being provided regarding the zip codes PTAAN seeks to serve and outreach activities. Notable, since the November SPCSA meeting, PTAAN has obtained 109 new letters of intent to enroll which are included with this resubmission. Additionally, PTAAN has a robust plan for marketing and engaging families and further community support moving forward.
- **Section 4:** Operations- PTAAN has added two new board members who will replace the board members where conflict concerns were previously raised and has articulated a plan to add to its board going forward. Additionally, the PTAAN Board structure and governance is further defined and revised goals are provided. Further, the CMO contract has been revised to provide clear metrics for evaluating the CMO and the Board intends to adopt a Contractor Transparency Policy to address concerns raised relating to potential conflicts of interest.
- **Section 5:** Finance Addendum- Additional information is provided regarding PTAAN’s uniform plan and finance questions raised during the prior review period.
- **Section 6:** Effectiveness of CMO – PTAAN’s contractual relationship with its proposed CMO has been revised to specify metrics to evaluate the CMO’s performance. The agreement also defines the roles and responsibilities of the Board and the CMO.

**PIONEER TECHNICAL AND ARTS ACADEMY of NEVADA**

Additional information is also provided regarding the network of Pioneer Technology schools served by management companies who share the same President of the CMO that PTAAN intends to contract with. Although this is a unique structure, there is nothing in Nevada law and/or SPCSA guidelines that prevents the same. In an effort to further detail the structure and related parties, PTAAN has submitted a new employee list and network table. Additionally, as referenced above, the PTAAN Board intends to adopt a Contractor Transparency Policy to address concerns raised relating to potential conflicts of interest and has provided a copy of the same.

In an effort to provide clarity regarding the issues raised at the November SPCSA meeting, the materials enclosed herein include an addendum addressing each section where questions were raised. Each addendum contains references to attachments that supplement or replace information in PTAAN's prior submittal.

We sincerely appreciate the willingness of SPCSA staff to enter into a dialog regarding the items referenced herein and have found the review meetings very helpful. We have taken this feedback very seriously and incorporated the information provided in this resubmission in an effort to address the previous concerns raised.

We are also pleased to report that PTAAN this week received an approval letter for Nevada CSP grant (Attachment 16). Due to time constraints, it is not added to our submitted budget. However, this grant demonstrates PTAAN's committed to Nevada and will further ensure the success of the school.

We look forward to opening this new school of choice and working with the SPCSA and students in Nevada moving forward.

Regards,



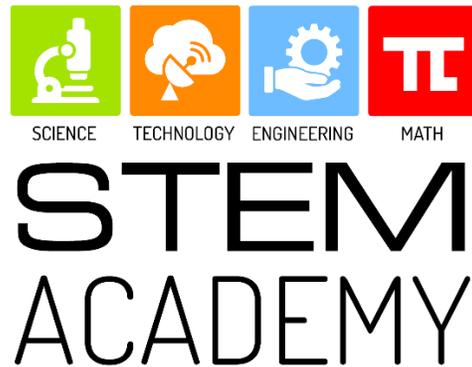
Rudy Pamintuan (Board President)



Shubham Pandey



**PTAA/Nevada**  
**Addendum to**  
**SPCSA Charter Proposal**



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**PTAA/Nevada**  
**Addendum**  
**Meeting the Need**



SCIENCE TECHNOLOGY ENGINEERING MATH  
**STEM**  
**ACADEMY**

## PTAAN Addendum

### Section 2: Meeting the Need

“A number of identified deficiencies prevent this section from being rated as ‘Meets the Standard’. First, the information presented in the application does not provide sufficient evidence of demand for the proposed school from the target zip codes, and some of the documentation provided is over a year old. Additionally, while the narrative and responses from the capacity interview indicate that the applicant has conducted outreach in the community, it is not clear that the community and prospective parents have helped to shape the proposal. Finally, proposed national partners are identified with outlined commitments, but partnerships from the local community are not fully developed or specific.” (Summer 2021 Recommendations Memo)

#### **(2), (3) Targeted Plan: The following information is added to the application**

As stated in our application, PTAAN seeks to serve families living within a 3-mile radius of encompassing zip codes 89027, 89032, 89034, 89081, 89101, 89106, 89107, 89110, 89115, 89117, and 89191. In addition to the survey responses and 447 Intent to Enroll letters included with our application (**Attachment 1**), an additional 109 Letters of Intent to enroll have more recently been received with zip codes noted. See **Attachments 2** and **3** for additional Letters of Intent and Zip Code disaggregation.

PTAAN continues to engage in robust outreach to the community using the following:

#### **Print**

PTAAN is using print marketing materials and advertising to reach specific populations as well as to increase overall community awareness in all targeted zip codes of the school. Print marketing initiatives that are underway or planned include:

- 50,000 bilingual postcards have been sent to households with children in targeted areas
- A full-page monthly ad will be placed in Las Vegas Review-Journal newsletter publication and will run a total of 4 times prior to open enrollment
- An additional 25,000 bilingual postcards have been/are being distributed to:
  - Local businesses, including Starbucks, El Super supermarket, Maya Cinemas, Popeyes Louisiana Kitchen, Ross Dress For Less, Subway, La Bonita Supermarkets Shoe Store, Sally Beauty, Pep Boys, Fallas Stores, GameStop, Pizza Hut and Ace Hardware.
  - Community partners including: Boys & Girls Club members, Community Health Alliance locations, Early Learning Centers, Head start Pre-K programs, local churches, and other community partners willing to help us spread the word.
  - Low-income and short-term apartment complexes for inclusion in new tenant materials.

### Online/Social Media

PTAAN is using online and social media marketing and advertising to engage and interact with the school's target populations as well as increase overall community awareness of the school.

The school will utilize the following:

- Bilingual Google display using geo-fencing and targeting encouraging families to enroll
- Facebook ads using geo-fencing and targeting encouraging families to enroll
- Instagram ads using geo-fencing and targeting encouraging families to enroll
- Facebook Live events will engage the online community (both English and Spanish)

PTAAN has an active Facebook community and email distribution lists that are used to update interested families about PTAAN events and is Creating 3 new videos that will be used for social media marketing.

### In-Person

PTAAN understands that engaging families in person is an important and effective marketing method. Significant time and resources are being devoted to in-person marketing and recruiting efforts to ensure the school's enrollment is reflective of the Clark County School District population.

As of December 10, 2021, there have been a total of 583 parent and community interest events for PTAAN in the North Las Vegas area. Events include: three meetings at St. Christophers in May and June 2021, two meetings at Silver Mesa Recreation Center in July and August 2021, and two meetings at Neighborhood Recreation Center in July and August 2021.

Future meetings have been scheduled- see below:

Month	Number of Sessions	Zip Code	Address	Location
February	2	89030	1840 North Bruce St. North Las Vegas, NV 89030	St Christopher
March	2	89032	4025 Allen Ln, North Las Vegas, NV 89032	Silver Mesa Center
April	2	89030	1638 N Bruce St, North Las Vegas, NV 89030	Neighborhood Center
May	3	89030	1840 North Bruce St. North Las Vegas, NV 89030	St Christopher
June	3	89032	4025 Allen Ln, North Las Vegas, NV 89032	Silver Mesa Center
July	3	89030	1638 N Bruce St, North Las Vegas, NV 89030	Neighborhood Center

PTAAN will also have a table at Farmers Markets and Swap Meets in the targeted zip codes and participate in the Children's Hospital events.

In addition to community events, PTAAN is conducting a door-to-door ground marketing campaign every weekend of open enrollment with bilingual board members, volunteers, and staff.

**(4) Parent and Community Involvement: The following information is added to the application**

As stated in our application, throughout the winter of 2020, spring of 2021, and most recently during the summer months (i.e., May, June, July, and August of 2021). PTAAN held parent information meetings within the primary zip codes of our application. The nature of these meetings provided detailed information about PTAAN's vision and mission, curriculum, course offerings, STEAM integration/PBL, assessments, and PTECH. The attendance varied in size along with demographic representation. Parents, community members, and businesses provided invaluable feedback regarding programming, curricula offerings, parent/family engagement, and the PTECH program. Feedback gained from these meetings include parental visions and expectations for the school; needs of the community; anticipated educational deliverables; extra-curricular activities; and discussion of the school's mission and goals. At these meetings PTAAN held extensive question and answer session to gather specific community needs in order to better align our proposal to the families we will serve. Some areas that were requested include ESL services, Special Education support and college and career services.

The input is directly integrated into this application, demonstrating that PTAAN is a community-based school designed to meet the needs of all parents and families. The local community has helped to shape this proposal.

Additional Letters of Support are **Attachment 4**.



**PTAA/Nevada**  
**Addendum**  
**Operations Plan**



## PTAAN Addendum: Operations

### Section 4: Operations Plan

“The proposed board raises a multitude of concerns. The review process was unable to establish that the proposed board is independent and has sufficient capacity to successfully oversee the school given changes to board membership that occurred since the application was submitted, and perceived conflicts that were identified. These reservations call into question the ability of the proposed board to oversee the performance of the CMO, and do not establish that current members have a structure in place to ensure meaningful oversight. Additionally, significant outstanding questions remain regarding the process and selection of the proposed principal of the school given the information contained in the application. A final chief concern within this section is the insufficient demonstration of student demand from within the identified zip codes, as presented in the application.” (Summer 2021 Recommendations Memo)

#### (2) Board Governance

**Board Members** The table below replaces the Board members table in the application:

<b>Name</b>	<b>Experience</b>	<b>Qualifications</b>
Melissa Gruenhagen	Principal, Cristo Rey St. Viator High School	Ms. Gruenhagen holds two degrees, and has more than 10 years’ experience in teaching and administration with expertise in school budgets and student achievement.
Joe Hoffer	Managing Partner, Schulman, Lopez, Hoffer & Adelstein	Mr. Hoffer brings experience with the law, regulatory compliance, and community engagement. . Mr. Hoffer ’has extensive litigation experience both at the trial level and appellate level before state and federal courts of appeals.
Maureen Schafer	CEO Nevada Health & Bioscience Asset Corporation	Ms. Schafer hold two degrees and is pursuing an MLA at Harvard University. She is President and CEO of Nevada Health Science Asset Corp. whose focus is to build capital, research, and programmatic infrastructure for the Kirk Kerkorian School of Medicine at UNLV. She brings experience in finance and fund development.
Rudy Pamintuan	Resident, Guardian/Parent	Mr. Parmintuan is Managing Director, Sherman Worldwide. As Project Director he leads day-to day effort to provide clients with advisory and in the areas of international affairs, technology, trade, and security. He brings a parent’s perspective to the team
Kendrick Kumabe	Certified Nevada School Administrator, Education Consultant	Mr. Kumabe holds two educational degrees, He has as experience as a Classroom educator and extensive experience as a development coach supporting growth and development of educators, increasing student academic scores.

These are five high-capacity, mission driven individuals who will populate the Governing Board, and who bring a diverse set of skills that include education, finance, community engagement, law, and fund development. Two parent members will be added in Year 1. The resumes and

notarized documents for Maureen Schafer and Kendrick Kumabe are **Attachment 5**. A chart showing the board member assignments and areas of expertise is found in **Attachment 6**. [This statement is added under the table.](#)

(4) **Additional Members:** Two parent board members will be added in Year 1. [This statement replaces the Additional Members statement in the application.](#)

(10) **Working Groups:** In addition to the Advisory Board described in our application, working groups will be formed to support the success of the school; these include:

PTECH Group: Its purpose is to move the campus from Planning year to Success year by 2023-24. The group meets monthly.

STEM Group: Its purpose is to keep the K-8 STEM curriculum at the cutting edge of development. The group meets monthly.

Education Curriculum Group: Its purpose is to analyze performance data generated at the classroom level and to facilitate any necessary changes to curriculum and instruction. The groups meets every two weeks.

These working groups will begin meeting in Year 1 and will be comprised of parents, community stakeholders, and teachers. [These statements are added to the application.](#)

(10) [The following statements are added to the application:](#) PTAAN will adhere to the committees set forth in its bylaws, including its power to create ad-hoc committees, if necessary, to form any advisory bodies or councils as the need for these support committees arise. The board will create these committees by resolution adopted by a majority of the board. Each committee will consist of at least one board member and will exercise such authority in the management of the school as provided in the resolution or in the bylaws, however, no committee will have the power to contract or have budget making authority. Reports from the Board Committees and Advisory Board will assist the Board of Directors in making well-informed decisions based upon input from key stakeholders in the school community.

The Board structure includes four elected officers: the Chair, Vice Chair, Treasurer, and Secretary.

**Board Chair- Reports to:** Board.

**Supports:** The Principal.

**Purpose:** The Board Chair leads the Board, presiding over all monthly meetings, and participating in all committee meetings, as necessary. The Board Chair is also an ex officio member of all other committees, overseeing implementation of Board and school policies and ensuring that appropriate practices are established and maintained.

**Vice Board Chair - Reports to:** Board.

**Supports:** The Board Chair

**Purpose:** The Vice Board Chair is the secondary leader to the Board Chair and is required to fulfill the duties of the Board Chair in the event of an absence. The Vice Chair supports the activities of the Chair including sharing responsibilities as appropriate.

**Treasurer - Reports to:** The Chair and Board.

**Supports:** The Principal, Back Office Provider, and Auditors, as necessary.

**Purpose:** The Treasurer provides direction for the financial management of the school and supports the Board in the meeting reviewing the financial documents to ensure effective oversight.

**Secretary - Reports to:** The Chair and Board.

**Supports:** The Principal

**Purpose:** The Secretary provides direction for the keeping of legal documents including minutes of all Board meetings.

The Board will initially have one standing committee:

**Governance Committee - Purpose:** The Governance Committee will be convened by and will report to the Board. The purpose of the Committee is to build, support, and maintain an effective Board membership and governance for the charter school. The Committee will establish and drive a continuous improvement process to help the Board and individual members become more valuable as strategic assets of the charter school, contributing to long-term success.

**Responsibilities.** (1) Review structure and size of Board and committees. Periodically, review with the Board the appropriate skills and characteristics required on Board in keeping with strategic direction of the charter school. (2) Identify and consider candidates for Board membership. On behalf of Board, assess alignment with the mission and vision and skills and experience of prospective Board members. Present strong candidates to Board for consideration. (3) Review institutional and other affiliations of Board members and Board candidates for possible conflicts of interest. Investigate any potential conflict of interest involving Board member and make recommendation to Board for resolution. (4) Keep up to date on developments in charter school governance field. Annually review and assess charter school governance practices of Board and recommend any proposed changes to Board for approval. (5) Plan Board training including new member orientation, education of Board members, and Board retreats. (6) Plan training and education of Board related to governance roles and responsibilities with respect to bridging Board knowledge gaps. (7) Conduct assessment/evaluation of Board, Chair, individual members. (8) Evaluate and monitor governance structures and processes, including policy development and processes for Board monitoring/oversight. (9) Identify leadership development opportunities for existing and potential Board members to maximize member's contributions.

(12) PTAAN's Board of Directors is the ultimate policy-making body with the responsibility of operation and oversight of the school including, but not limited to, academic direction, curriculum, and budgetary functions. It shall be the responsibility of the PTAAN Board to establish annual budgets, adopt financial policies and procedures, set human resources policies, and select the school's legal counsel. The members of the Board shall be comprised of seven (7) Directors when fully composed. The membership will meet the following minimum qualifications, in accordance with the statutory requirements of NRS 388A.320:

- a) one (1) active or retired teacher licensed by the State of Nevada,

- b) one (1) active or retired teacher licensed by the State of Nevada or an active or retired school administrator licensed by any State,
- c) one (1) parent of a student enrolled in the School who is not a teacher or administrator at the School, and;
- d) two (2) members who possess knowledge and experience in one or more of the following areas: accounting, financial services, law, or human resources.

PTAAN’s on-site administrator is the Principal. The Principal will be evaluated annually by the Board through a process that includes progress toward achieving school goals based on PTAAN’s mission and vision, feedback from stakeholders, as well as a review of school data and performance to determine the Principal’s success.

The board expects to enter into a contract with SSS Education Corp., an educational service provider. The Governing Board is self-governing and independent from SSS Education Corp, and no member of the Governing Board is employed by them or related to any owner or manager of them. SSS Education Corp will not manage the day-to-day operations of the school, but rather will provide “back office” support and independent accountability for the Board. SSS Education Corp. will fulfill the defined responsibilities found in the CMO contract (**Attachment 7**), and will provide expertise in the areas of business, law, facilities, quality assurance, strategic planning and development, and governmental compliance. An “arm’s length” performance-based relationship will exist between the governing board and SSS Education Corp, and the Board will annually evaluate them to determine continuation and renewal of services based on their performance. Additional language has been added to the CMO Agreement to clarify the review process which is highlighted in Attachment 7. A representative of SSS Education Corp is also expected to attend all Board Meetings. SSS Education Corp will provide a report during each meeting providing up-to-date financial data and operational reports. The PTAAN Board also intends to a Contractor Transparency Policy to address concerns raised relating to potential conflicts of interest relating to individuals or entities affiliated with the CMO and/or Board members. This policy is attached here to as Attachment 13.

(12) Board Goals : **This table replaces the Board Goals table in the application.**

Goal	Purpose	Outcome Measure
Hire, support, and evaluate School Principal	The Board will identify a mission-driven and mission-aligned Principal. The Principal will be responsible for executing the day-to-day operations and reporting to the full Board, on a monthly basis, the school’s academic, financial, and organizational progress.	The Board will use academic data (student progress and achievement), cultural data (enrollment and discipline); financial data (annual budgets and audits and monthly reports); and organizational data (compliance with state and authorizer) to inform the formal, written evaluation of the Principal. A clear and complete job description, compensation package, signed contract, and annual evaluation, with any decisions required out of that evaluation constitutes meeting this goal.

<p>Hire and Evaluate CMO</p>	<p>The Board will identify CMO. The CMO will provide the school with back office and other services desired by the School's Board and specified in its contract.</p>	<p>The Board will use the metrics contained in the contract inform the formal written evaluation of the CMO. A clear and complete job description, compensation package, signed contract and annual evaluation constitutes meeting this goal.</p>
<p>Support in the development of and review of a draft annual budget, approve the final annual budget, and oversee the annual audit</p>	<p>The Board will approve the annual budget that will support the necessary expenses of the school. On a monthly, quarterly, and annual basis, the Board will oversee the management of those funds to ensure accurate spending and revenue. On an annual basis, the Board will oversee the school's fiscal audit.</p>	<p>An approved annual budget submitted on time, monthly healthy fiscal metrics, and an annual clean audit with responses from the Board if needed constitute meeting this goal.</p>
<p>Maintain board development</p>	<p>Have a diverse set of skills and representation on the board at all times to effectively govern the school.</p>	<p>The Board will review the composition of the team every 90 days and create an action plan for any skillset not represented. If skill set is not represented, onboarding and appropriate member in the next 90 days constitutes meeting that goal.</p>
<p>Complete Annual Board Self-Assessments and applicable state and authorizer board trainings</p>	<p>The Board will be required to complete all Board trainings as specified by the state and authorizer, including an internal Board Self-Assessment to ensure compliance, and understanding of their roles and responsibility as a Governing Body. Annual Board Self Assessments provide insight into individual board understanding on governance. It will help identify gaps within Board and encourages members to examine learning and capacity. It will identify areas that require improvement. State and authorizer mandated trainings will support growth of Board in role of governance.</p>	<p>Completed self-assessments and all required trainings w/in specified timelines constitutes meeting this goal.</p>
<p>Conduct monthly Board meetings Annually review and approve all governing board, academic,</p>	<p>The Board will hold a minimum of 6 Board meetings each year to ensure adequate academic, financial, and organizational oversight. In accordance with Open Meeting Law requirements, all meetings are open to the public, and the public will be notified</p>	<p>Board meetings will allow the Board to convene to review, discuss, and approve necessary policies that help to govern school and work of Board and to make decisions and take action in its</p>

financial, and regulatory policies	within 72 hours prior to each board meeting.	oversight and vision-setting role, and Board’s work will be available to public. Monthly Board meetings, with all required documents and sufficient quorums to conduct business and adherence to all public meeting requirements constitutes meeting this goal.
Annually review and approve all governing board, academic, financial, and regulatory policies.	Upon authorization of its charter, Board will operate as legal entity subject to Nevada Open Meeting Law requirements. Board will immediately review and approve Bylaws, Conflict of Interest, and Code of Ethics Policy to support governing of their work and will determine a fuller list of policies to be drafted, reviewed, legally vetted, and approved by Board to oversee school (policies found in Board approved Student and Family Handbook, Staff Manual, Fiscal Policy Manual, and Board Manual).	All policies will serve as guidelines to how the school and the board operate. All policies will be in accordance with federal and state laws to ensure compliance and in accordance with all best practices to ensure effectiveness in all areas of operation at the level of the Board and the school. Annual review and approval of Board, School, Staff, and Fiscal policies.

The oversight plan for the Governing Board includes work of any specific committees, as well as the discussions and decisions made by the Governing Board. The Principal will report to the Board and be an intermediary between the oversight work done by the Governing Board and management and implementation at the school. The Principal will be responsible for providing organizational, financial, and academic data to the Board and committees monthly and more frequently as requested. The academic reporting will include metrics such as interim assessment results, achievement level achievement, percentage of student proficiency by subgroups, attendance, and discipline numbers, etc. The financial dashboard will review metrics such as the cashflow, forecast and projections, budget to actuals, cash reserves, budget forecasts, and will include all bank statements. The organizational review report will demonstrate compliance responsibilities and will include items as mandated by the authorizer aligned to calendar requirements. The Governing Board recognizes the importance of having clear delineation between governance and management, with the Board’s role being oversight of the school, and the Leadership Team’s role being management and implementation. The Principal is responsible for reporting to the Governing Board and working closely with any of its Committees. The back-office provider will also make monthly reports to the Finance Committee and present such reports to the full Board as well within regularly scheduled public meetings.

**Leadership Team (1), (2)**

**Organizational Model-This replaces this section of the application.**

A copy of the school’s organizational charts may be found in **Attachment 8**. **Attachment 8** also includes a decision-making flowchart as well as an organizational depth chart outlining the hierarchy. As displayed in the chart, PTAAN operates under the direction and control of the

Board. The CMO Head Shubham Pandey, reports to the Board and is responsible for oversight of CMO staff and PTAA school per CMO contract (**Attachment 7** includes student achievement data for Mr. Pandey.) The Acting Principal and Year 1 Principal will report directly to board and will be responsible to hire all PTAA staff. The regional director, Dr. Love, is a CMO employee and provides Acting Principal/Principal with support needed to implement the PTAA model.

	School leadership, operations and governance	Curriculum, instruction, and assessment	At-risk students and students with special needs	Performance management	Parent and community engagement
Avekoe, Jean Paul				X	x
Blanc, Rick	x	x	X	X	x
Copeland, Patty		x			x
Gracy, Sonya	x		X	X	
Gruenahgen, Melissa	x	x	X		x
Hoffer, Joe	X			X	x
Kumabe, Kendrick	x	x	X	X	x
Perkins, Brittany	X			X	
Love, Derrick	x	x	X	X	x
Pamintuan, Rudy	X			X	x
Pandey, Shubham	x	x	X	X	x
Stark, Johanna		x			
Schafer, Maureen	x	x		X	x

The Excel chart in **Attachment 9** reflects the personnel by role and function. This chart also clarifies how staffing will increase as the school scales up. [This is an addition to the application.](#)

**(3) Supporting, Developing, and Evaluating the School Leader:** As part of its relationship with the PTAA sister schools, PTAA trains the principal. While the Acting Principal’s proposed start date is June 1, 2021, he has already begun and will continue to receive regular formal coaching support from the CMO and Superintendent (with ongoing communication and support from the CMO’s regional director) that oversees all PTAA schools. The Board will follow the process outlined in our application to hire a Principal by Year 1. [These statements replace the statements in this section in the application.](#)

**CMO Role:** The CMO serves at the will and guidance of the governing board. The primary purpose of the CMO is to facilitate the Board's vision for its school and ensure that vision is implemented. To that end, SSS Education Corp. provides the school with the services desired by the School's Board. For a list of the defined responsibilities, which SSS Education Corp. will conduct, please see **Attachment 7**. [These statements are added to the application.](#)

## Human Resources

(7) **Responsibilities** As part of its relationship with the PTAA sister schools, the principal receives regular formal coaching support from the CMO via the regional director and Superintendent that oversees all PTAA schools. Formal coaching sessions will occur at least once per month and will include:

- Observations of the Principal as he performs his daily duties
- Immediate feedback at the end of each observation
- Suggestions for corrections or adjustments in any aspect of job performance that warrants improvement
- Suggestions for resources, training, or studies that will provide relevant information or strategies that will improve the effectiveness of the principal.

The coaching relationship between the CMO employees and the principal is intended to be supportive and never punitive. Therefore, the observations and feedback from coaching sessions will not be considered as part of the principal's formal evaluation. As noted, the Board of Directors will hire, evaluate and, if necessary, terminate the CMO if the principal training and coaching is not effective. A formal evaluation will be conducted by the Board at least annually. The Board hires the principal. The Board of PTAAN delegates day-to-day responsibility to the school's Principal for operating the school. The Board is also responsible for hiring, evaluating, and, if necessary, replacing the CMO. [This replaces this section in the application.](#)

## Student Recruitment and Enrollment

[The following information added to this section in the application:](#)

PTAAN continues its robust outreach program to families and the community within a 3-mile radius of the school. Targeted mailing, and events continue to be held specifically in zip codes of families not attending the private school. In addition to the survey responses and 447 Intent to Enroll letters included with our application an additional 109 Letters of Intent to enroll have been received.

PTAAN continuously engages in outreach to the community using the following:

### Print

PTAAN is using print marketing materials and advertising to reach specific populations as well as to increase overall community awareness in all targeted zip codes of the school. Print marketing initiatives that are underway or planned include paid advertising costs that the CMO will fund to support the school:

- 50,000 bilingual postcards have been sent to households with children in targeted areas
- A full-page monthly ad will be placed in Las Vegas Review-Journal newsletter publication and will run a total of 4 times prior to open enrollment
- An additional 25,000 bilingual postcards have been/are being distributed to:
  - Local businesses, including Starbucks, El Super supermarket, Maya Cinemas, Popeyes Louisiana Kitchen, Ross Dress For Less, Subway, La Bonita Supermarkets Shoe Store, Sally Beauty, Pep Boys, Fallas Stores, GameStop, Pizza Hut and Ace Hardware.

- Community partners including: Boys & Girls Club members, Community Health Alliance locations, Early Learning Centers, Head start Pre-K programs, local churches, and other community partners willing to help us spread the word.
- Low-income and short-term apartment complexes for inclusion in new tenant materials.

**Online/Social Media**

PTAAN is using online and social media marketing and advertising to engage and interact with the school’s target populations as well as increase overall community awareness of the school.

The school will utilize the following with the CMO funding the costs:

- Bilingual Google display using geo-fencing and targeting encouraging families to enroll
- Facebook ads using geo-fencing and targeting encouraging families to enroll
- Instagram ads using geo-fencing and targeting encouraging families to enroll
- Facebook Live events will engage the online community (both English and Spanish)

PTAAN has an active Facebook community and email distribution lists that are used to update interested families about PTAAN events and is Creating 3 new videos that will be used for social media marketing. PTAAN is using online and social media marketing and advertising to engage and interact with the school’s target populations as well as increase overall community awareness of the school.

**In-Person**

PTAAN understands that engaging families in person is an important and effective marketing method. Significant time and resources are being devoted to in-person marketing and recruiting efforts to ensure the school’s enrollment is reflective of the Clark County School District population.

As of December 10, 2021, there have been a total of 583 parent and community interest events for PTAAN in the North Las Vegas area. Events include: three meetings at St. Christophers in May and June 2021, two meetings at Silver Mesa Recreation Center in July and August 2021, and two meetings at Neighborhood Recreation Center in July and August 2021.

Future meetings have been scheduled- see below:

Month	Number of Sessions	Zip Code	Address	Location
February	2	89030	1840 North Bruce St. North Las Vegas, NV 89030	St Christopher
March	2	89032	4025 Allen Ln, North Las Vegas, NV 89032	Silver Mesa Center
April	2	89030	1638 N Bruce St, North Las Vegas, NV 89030	Neighborhood Center

May	3	89030	1840 North Bruce St. North Las Vegas, NV 89030	St Christopher
June	3	89032	4025 Allen Ln, North Las Vegas, NV 89032	Silver Mesa Center
July	3	89030	1638 N Bruce St, North Las Vegas, NV 89030	Neighborhood Center

PTAAN will also have a table at Farmers Markets and Swap Meets in the targeted zip codes and participate in the Children’s Hospital events. In addition to community events, PTAAN conducts a door-to-door ground marketing campaign every weekend of open enrollment with bilingual board members, volunteers, and staff.

**Incubation Year Development**

The Board will secure an MOU with the CMO for provision of Incubation Year Services. See **Attachment 10** for the MOU. These services will be provided at **no cost** during the Incubation Year and will give the Board the opportunity to evaluate the effectiveness of the CMO. [These statements are added to the application.](#)



**PTAA/Nevada**  
**Addendum**  
**Financial Plan**



**STEM**  
**ACADEMY**

## PTAAN Finance Addendum

### Section 5: Financial Plan

“It is not clear that the school has a well-developed plan to ensure that student uniforms are available to all students, or how the school will communicate and ensure that uniforms are made available to all families at no cost students. Additionally, the budget relies on a \$150,000 loan from the CMO, but the proposed budget does not present a clear plan for repayment.” (Summer 2021 Recommendations Memo)

#### Private Revenue Sources-

##### Fees-Year #1: the following replaces the language in the application:

- Startup Grant - PTAA has applied and received a Nevada CSP grant approval letter (Attachment 16). We have not included this grant in the budget. Once the grant amount is finalized, it would greatly enhance our ability to provide equipment, supplies, and services in our early years of operations. We would use this grant for additional:
  - Consultants and expertise guidance during our planning year
  - Supplies and equipment including laptops, tablets, books, and instructional supplies
  - Minor facility repairs
- \$170,000 will be raised in incubation year through fundraising and loans.

#### School Uniform:

The student fees are removed from the budget Financial Workbook- **Attachment 11**. PTAAN believes it will have funds available either via a grant or fundraising to provide uniforms to needed families at no cost as further detailed below. However, to the extent funds are not available for the purchase uniforms, PTAAN intends to implement a uniform policy which will require students to wear a solid colored shirt and neutral colored pants to school. An additional option would be for the Board to obtain to a loan from its proposed CMO and proposed repayment terms set forth in Attachment 12.

#### Loan Repayment terms:

The terms of the \$150,00 loan repayment are addressed in the CMO Line of Credit Agreement **Attachment 12**.



**PTAA/Nevada**  
**Addendum to**  
**CMO Addendum**



**STEM**  
**ACADEMY**

## PTAAN Addendum Section 6

### Section 6: Addendum

“Several concerns were identified in this section, however, including the capacity of the proposed CMO to effectively scale and support the proposed school, and inconsistencies in the scale strategy that fail to provide clarity around roles and responsibilities. The capacity interview also raised significant questions about the ability of the board to effectively oversee and monitor the proposed school’s given the lack of clarity within the proposed contract regarding performance metrics that would be used to evaluate the CMO. Finally, the past performance of the CMO in Nevada, through its support of 100 Academy, raise questions about its ability to support a high-quality program in the first years of operation.” (Summer 2021 Recommendations Memo)

### Scale Strategy

(1) [The following attachments are added to the application](#) to demonstrate PTAA Nevada’s plan to scale our model, including the people and resources contributed by both the CMO and the new school:

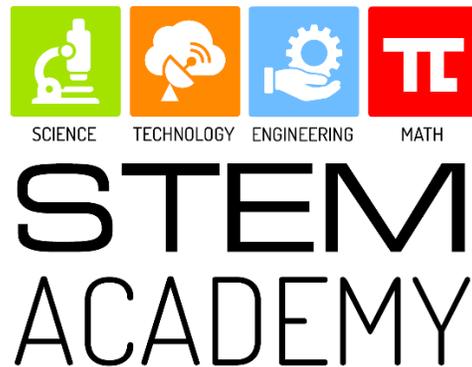
1. PTAA Nevada Board Employee List with notes-**Attachment 9**
2. SSS Education Network Table- **Attachment 13**
3. PTAA Nevada’s Contractor Transparency Policy- **Attachment 14**
4. Stakeholder Interest Disclosure- **Attachment 15**
5. The CMO Agreement **Attachment 7** [replaces the CMO contract in the application](#). (CMO Evaluation Metrics are highlighted in the CMO Agreement)

In addition, The Board will secure an MOU with the CMO for specific deliverables during the Incubation Year- **see Attachment 10 for Incubation Year MOU**- to ensure the timely fulfillment of necessary steps to meet the objectives defined by the Board and allow the Board to evaluate the CMO. [These statements and the MOU are added to the application](#).



**PTAA/Nevada**

# ATTACHMENT 1



**REDACTED**



**PTAA/Nevada**

# ATTACHMENT 2



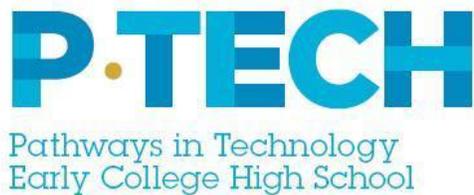
**STEM  
ACADEMY**

Zip Codes	# of Students
89031	10
89032	13
89061	2
89081	21
89101	4
89110	9
89115	14
89131	2
89156	10
89030	7
89104	3
89122	3
89128	1
89084	2
89130	2
89086	2
89011	2
89106	2
Total Students	109



**PTAA/Nevada**

# ATTACHMENT 3



**STEM  
ACADEMY**

**REDACTED**



**PTAA/Nevada**

# ATTACHMENT 4



**STEM  
ACADEMY**



December 8, 2021

To Whom It May Concern:

On behalf of NASA (National Association of School Administrators), please accept this letter of support on Pioneer Technical Arts Academy (PTAA) application with the State Charter Authority. We believe PTAA's vision and mission align directly with the National Association of School Administrators to provide high-quality teacher and administrator training to help shape the educational landscape and opportunities for the students and families in the North Las Vegas area. In addition, their PTECH (Pathways Technical Early College High School) allows students to fully actualize their dreams and aspiration of higher education, industry certification, internships, and articulation to a 4-degree program plan.

The Nevada Association of School Administrators (NASA) will support PTAA by serving on the instructional advisory board and providing high-quality professional development training for teachers and administrators immediately upon approval. This will equip PTAA staff with the necessary tools to ensure academic success in meeting state and federal accountability and guidelines.

If you require more information about the National Association of School Administrators, don't hesitate to get in touch with us via phone at (702) 271-6078.

Sincerely,

A handwritten signature in blue ink, reading "Jeffrey J. Geihs". The signature is fluid and cursive, with a long horizontal line extending from the end of the name.

Dr. Jeffrey Geihs

To whom it may concern,

We are writing this letter in support of the expansion of PTAA in North Las Vegas. A school of this type is needed in our community because our kids need to be able to compete in this world of ever changing technology. My name is Kenesha Kellier and I'm a small business owner. We are located in the North Las Vegas community.

We would be willing to support the district in the following ways:

- Attending Family Engagement nights,
- Participating in Multicultural days
- Attending Career Day Events

A stem school of this nature would be an asset to our community. Our kids would be able to compete in this world of ever changing technology. It would also give them an opportunity to explore and solve problems from a global perspective.

We are happy to serve in any capacity to ensure the success of this school.

In Partnership,

A handwritten signature in black ink, appearing to read 'Kellier', with a long, sweeping horizontal flourish extending to the right.

Kenesha Kellier,

CEO, Celestial Jerk Chicken

December 9, 2021

RE: **Letter of Support**

Pioneer Technology & Arts Academy of Nevada

To whom it may concern:

ThinkArt! – Think & Wonder Inc submits this letter in strong support of arts education at 100 Academy School of Engineering & Technology.

At ThinkArt! - Think & Wonder Inc., we believe in the power of the visual arts to help improve lives. Our programs are centered around the desire to use our art resources to benefit the Las Vegas valley community with special emphasis on the underserved communities.

Our outreach partners such as PTAA-NV allows us to fuel a student's imagination and creativity, the arts enhance a student's problem-solving and critical thinking skills, which aid their learning in other subject areas. Think & Wonder Inc – ThinkArt! exposes students to a variety of cultures through the arts while enriching their learning experience and teaching them how to be empathetic, tolerant and open to working with others, all necessary skills for success in a multi-cultural society. We will partner through collaborative art fairs, STEAM integration projects, and student mentoring.

THINK & WONDER, INC. is a not-for-profit, IRS 501(c)3 licensed organization committed to promoting art, culture, education, and improving communities through effective actions and hands-on art programs.

THINKART! our pilot program is committed to bringing art and people together in hopes to inspire creativity.

We are grateful to have an opportunity to bring the arts into the classroom and by doing so, bring the community together. We hope to continue our outreach partnership and provide unique and valuable creative programs to all students and the community-at-large.

Humbly yours,



Dinh Chau-Kieckhafer  
*Chairman/Founder*

**IRS Licensed Charitable Not-for-profit 501(c)3 Organization**

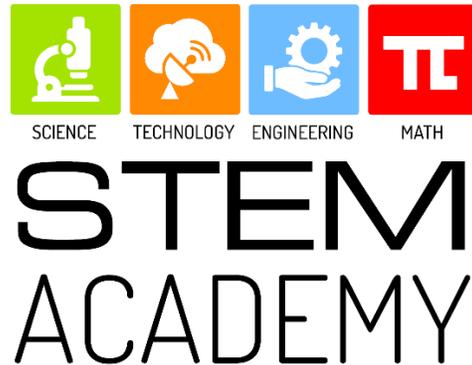
EIN #20-5636274.





**PTAA/Nevada**

# ATTACHMENT 5



# MAUREEN E. SCHAFFER

9212 Tesoras Dr. #402, Las Vegas, NV 89144 | [mschafer@schafercompany.com](mailto:mschafer@schafercompany.com) | t 702.287.3628

## SKILLS SUMMARY

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- **Organizational Leadership:** Experience leading strategic development for start-up and early growth organizations, private and non-profit board recruitment supporting management with capital raise requirements to \$200 million.
- **Operations Management:** Extensive experience providing high quality operations management in start up, early growth and mature operations environments inclusive of integrated health care delivery systems, academic healthcare environments, health care Information Technology companies, and M&A and related transactions involving the sector. Ancillary experience derived from the media, public policy and hospitality sectors that inform communications and marketing plans, state and federal regulatory and policy impacting patient and physician payment/reimbursement models and emerging patient engagement models. Significant change management experience within healthcare and other environments where mergers and start-ups within existing entities have existed, or where existing stand-alone operations required new management and restored high quality performance.
- **Communication Skills & Public Speaking:** Significant experience presenting corporate business plans, strategic organizing and speeches on community topics on a state and national level. Topics include professional: (EMR information technology interoperability, School of Medicine start-up planning, Alzheimer's community action planning) and social communication / thinking, (the 10<sup>th</sup> Anniversary of 9/11 Interfaith organization key note community speaker, USOC Board of Directors Safe Board business plan presentation, and 2015 Autism event)
- **Public Policy Development & Community Organizing:** Deep experience working on the local, regional and national level with community and elected leaders on public policy and issues of interest to public, private and non-profit entities. Work includes direct lobbying with state / federal elected officials and an understanding of the initiative petition process. Experience with community coalition building, the use of local and national media, polling, campaign and fundraising consultants around planned ballot efforts.

## EDUCATION

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- **Master of Business Administration (MBA)** – Health Care Administration, The George Washington University
- **Bachelor of Science (BS)** – Kinesiology & Human Kinetics, The George Washington University
- **Master of Liberal Arts (MLA)** - Government – candidate student – Harvard University
- **Aspen Institute Executive Leadership Seminar - 2018**

## PROFESSIONAL EXPERIENCE

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*President & CEO* *2020 – present*  
NEVADA HEALTH AND BEOSCIENCE ASSET CORPORATION, Las Vegas, NV

- Reporting to Board of directors and establishing start -up operations of entity
- Initial project is \$150 million capital construction project

*Board of Directors*

2018 - Present

THE ABLE CHANNEL, New York NY

- Director for the first streaming & digital health platform providing information, news and specific resources designed for both The Able and Health Challenged

*Director of Special Projects & Business Operation*

2017 – 2018

UNIVERSITY OF NEVADA, LAS VEGAS, (UNLV)

- Responsible for strategic planning for the school of medicine and related units of the school
- Leads all external partnerships and capital projects
- Leads external community relations and communications
- Leads government relations
- Leads Philanthropic activities

*Chief of Staff*

2014 - 2017

UNLV SCHOOL OF MEDICINE Las Vegas, NV

- Responsible for the management of functions within the School (administrative, education, clinical and research) as assigned by the Dean
- Oversaw growth of approximately 1100 faculty and staff in first four years of School's launch
- Oversaw growth of an annual P & L to approximately \$140 million
- Raised approximately \$45 million in philanthropic funds
- Secured \$44 million in state biennial operating funding for educational needs
- Secured LCME provisional accreditation
- Acquired 9.11 acres in gifted land for medical education building, permanent site for student teaching facilities
- Development of Affiliation Agreement with partner community hospital

*Chief Corporate Development Officer*

2012 - 2014

LIFENEXUS, INC., San Francisco, CA

- Responsible for successfully raising \$16 million Series A round
- Developed the corporate business development strategy and founding customer base for company market development
- Deployed a successful proof of market model for the LifeNexus mobile platform

*Chief Emerging Business Officer*

2010 - 2012

CLEVELAND CLINIC NEVADA, Las Vegas, NV

- Responsible for leading integration of current business in Nevada
- Management oversight of 125 employees of KMA (foundation) and Center for Brain Health (clinical operation)
- Negotiated multiple payer contracts (including bundled) for brain health services at above market (more than rates)
- Integrated autism, 2<sup>nd</sup> opinion and urology business lines
- Negotiated significant market increased payer contract reimbursement for neurodegenerative services

- Negotiated a multiple parcel acquisition agreement adjacent to the CBH property with the City of Las Vegas for future development

*Chief Executive Officer*

2008 - 2010

KEEP MEMORY ALIVE, Las Vegas, NV

- Directed acquisition of \$100 million entity of KMA by the Cleveland Clinic Foundation; (CCF) the CCF became the sole corporate member of KMA post merger, with KMA continuing on as the primary philanthropic support organization of the CCF and its diagnostic clinical organization
- Responsible for development and construction of a Frank Gehry designed / Whiting Turner CMAR \$74 million construction project.
- Managed the continued asset growth of the organization and Board of directors with significant annual fundraising in excess of \$10 million / year in gross philanthropic revenue

*Chief Operating Officer*

2007 - 2009

KEEP MEMORY ALIVE, Las Vegas, NV

- Responsible for hiring CFO, related financial support staff and other integral leadership to establish formal financial and tax reporting systems and to appropriately manage construction for the organization with current accounts and financing vehicles in place in excess of \$80 million

*Executive Director*

2005 - current

COUNCIL FOR A BETTER NEVADA, Las Vegas, NV

- Responsible for working with and on behalf of 25 of southern Nevada's influential CEO's, labor, and philanthropic community leaders to impact critical Nevada issues for sustainable progress.
- Public policy impacts including the establishment of an Intermediate Court of Appeals for Nevada, a state law requiring the reorganization of the Clark County School District, the nation's 5<sup>th</sup> largest district, strengthening the initiative petition process, passing gun background check loophole legislation, improving recall elections laws, passing comprehensive state corporate revenue policy, establishing a state wide federal grants funding system and supporting transportation infrastructure funding.

*Principal & Founder*

2003 - 2008

PECKMAN OUTDOOR MEDIA, LLC, Las Vegas, NV

- Founder of outdoor advertising firm specializing in the acquisition, development and sale of outdoor ground leases and advertising structures
- Performed as the developer of advertising structure inventory for sale to large national outdoor advertiser companies; primary outdoor brands in the southern Nevada market
- Total asset sales totaled \$4 million

*Nevada State Senator Legislative Aide*

2001 session

STATE SENATOR JON PORTER, Las Vegas, NV

- Served as senior aide, administering Senator Porter's committee responsibilities and staffing senate office meetings during the 2001 legislative session
- Worked with legislators to secure a strong district during reapportionment negotiations, as Nevada added a 3<sup>rd</sup> district due to 10 year population growth

*Political Director* 2000 & 2002 cycle  
PORTER FOR CONGRESS ELECTION CAMPAIGN, Las Vegas, NV

- Served as political director on 2000 & 2002 campaign cycle
- Responsibilities over the two campaigns included GOTV, speech writing, fund raising, policy research and campaign planning around mail, TV and candidate scheduling

*President & Founder* 1994 – current  
SCHAFFER COMPANY, LLC, Las Vegas, Nevada

- Extensive experience in real estate development services for recreation, retail and commercial office projects. Client portfolios include Washington, Dallas and Vancouver, BC, Canada
- Real estate projects work includes pre development planning, office leasing, and commercial / retail property management.
- Media/Publisher client consulting for change management to expand revenue verticals, develop strategic plan to effectively meet emerging market sales needs; evaluate existing 11 US metro-plex locations for performance & long term viability against current cash resources for sustainability & highest ROI.

*Supervisor* 1990 - 1994  
FOUR SEASONS HOTEL, Washington, DC

- Supervisor of founding management team that launched the Four Seasons Hotel flagship spa operation in the company corporate portfolio.
- As the 'beta' spa operation, staff launched innovative spa and fitness models now used as best practices throughout the luxury spa industry today.

## COMMUNITY AFFILIATIONS

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### *CURRENT*

- State of Nevada Subcommittee on Federal Competitiveness, Member (2020 – current)
- Stanford Center for Longevity, Leadership Advisory Council (2012 – current)
- Conservation International, Leadership Advisory Council (2007 – current)

### *PAST*

- Institute for the Advancement of the American Legal System (IAALS), Advisory member (2011- 2016)
- Nevada Community Foundation, Chairman (2004 – 2015)
- Agassi Preparatory Academy, Board member (2009 – 2015)
- US Olympic Committee US Center for Safe Sport Cmtte, Advisory member (2014-2015)
- Nevada Commission on Homeland Security, Commission member (2003 -2010)
- Opp180, Board of Directors (2017 – 2019)

## PERSONAL ACTIVITIES

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- GWU varsity soccer scholarship athlete (1987-1991)
- GWU varsity lightweight CREW team (1988-1990)
- IRONMAN competitor in New Zealand and Hawaii world championships (1994)
- Marathon De Sables ultra marathon 150 mile competitor, Morocco (1994)
- Half Marathon, Lake Baikal ice run, Siberia, Russia, (2020)

## Start-Up Charter School Board Member Information

**To be completed individually by each proposed charter school board member and member of the Committee to Form (including prospective employees or consultants).  
All forms must be signed by hand.**

Serving on a public charter school board is a position of public trust and fiduciary responsibility. As a board member of a public school, you are responsible for ensuring the quality of the school program, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its charter.

As part of the application for a new charter school, the SPCSA requests that each prospective board member respond individually to this questionnaire. Where narrative responses are required, brief responses are sufficient.

The purpose of this questionnaire is twofold: 1) to give application reviewers a clearer introduction to the applicant team behind each school proposal in advance of the applicant interview, in order to be better prepared for the interview; and 2) to encourage board members to reflect individually as well as collectively on their common mission, purposes, and obligations at the earliest stage of school development.

### Background

1. Name of charter school on whose Board of Directors you intend to serve Pioneer Technology & Arts Academy of Nevada
2. Full name Maureen E. Schafer  
Home Address 9212 Tesoras Drive Unit 402 LV, NV 89144  
Business Name and Address NHBC, 1930 Village Center Circle #3-805 LV, NV 89134  
Phone Number 702.287.3628  
E-mail address mschafer@nhbac.org
3. Brief educational and employment history and discussion of qualifications to serve on the board of this charter school.
4.  Resume and professional bio are attached.
5. Indicate whether you currently or have previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation (to the extent not otherwise indicated in your response to Item 3, above).  
 Does not apply to me.  Yes
6. Why do you wish to serve on the board of the proposed charter school? **PTAA STEAM school model is needed for Nevada communities and I am excited to serve on the board**
7. What is your understanding of the appropriate role of a public charter school board member? **Board is responsible for all academic and fiscal oversight of a charter school**

## Start-Up Charter School Board Member Information

8. Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.

**I was a previous board member of the Agassi Prep, operated by the Andre Agassi Foundation for Education. I also worked with the Foundation to implement the transition between Agassi Prep and Democracy Prep, another well-known national charter organization.**

**I have also been the executive director of the Council for a Better Nevada since 2005, a collection of CEO's labor leaders and community philanthropists whose mission is to promote community progress that improves the quality of life for all Nevadans. As part of this group's work, K-12 education and public policy / education best practices have played a large role in the group's focus over its last 18 years of engagement.**

9. Describe the specific knowledge and experience that you would bring to the board.

**I have experience in K-12 / charter school governance, school transitions, ie growth strategy implementation, general operations, public policy**

### School Mission and Program

1. What is your understanding of the school's mission and guiding beliefs?

**The mission of Pioneer Technology Arts Academy of Nevada is to empower and engage students to reach their full potential as global leaders who will enhance their communities and the world through creativity, collaboration and innovation.**

2. What is your understanding of the school's proposed educational program?

**School education program proposes higher academic achievements for economically disadvantaged students.**

3. What do you believe to be the characteristics of a successful school?

**Successful schools ensure all students have access to high-quality services and supports enabling them to set and reach high goals for learning. In these schools, equity does not mean equality; they recognize some students need additional resources to have the same opportunity for success as others.**

4. How will you know that the school is succeeding (or not) in its mission?

**School is succeeding when it provides effective leadership, effective teaching, focus on learning, a positive school culture, high and appropriate expectations for pupils and staff and involving parents in productive and appropriate ways.**

### Governance

1. Describe the role that the board will play in the school's operation.

**Board hires the head of the school, EMO/CMO and delegate responsibilities. Board will have fiscal and academic responsibility.**

2. How will you know if the school is successful at the end of the first year of operation?

## Start-Up Charter School Board Member Information

**By meeting fiscal responsibilities and meeting academic benchmarks set in year 0.**

3. How will you know at the end of three years of the school is successful?  
**If school meets all fiscal, enrollment and academic benchmarks for every year it will be considered successful**
4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?  
**Board will recognize some students need additional resources to have the same opportunity for success as others.**
5. **How would you handle a situation in which you believe one or more members of the school's board were acting unethically or not in the best interests of the school?**  
**Board will regularly check any conflict of interest, ethical benchmarks and process to remove a board member if those benchmarks fail.**

### Disclosures

1. Indicate whether you or your spouse or any relative within the third degree of consanguinity or affinity knows the other prospective board members for the proposed school. If so, please indicate the precise nature of your relationship.  
x I / we do not know any such trustees.  Yes
2. Indicate whether you or your spouse or any relative within the third degree of consanguinity or affinity knows any person who is proposed to be or you anticipate will apply to be a school employee. If so, indicate the precise nature of your relationship.  
x I / we do not know any such employees.  Yes
3. Indicate whether you or your spouse or any relative within the third degree of consanguinity or affinity knows anyone who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officer, employee or agent of an entity). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school.  
x I / we do not know any such persons.  Yes
4. Indicate if you, your spouse or any relative within the third degree of consanguinity or affinity anticipate conducting, or are conducting, any business with the school. If so, indicate the precise nature of the business that is being or will be conducted.  
x I / we do not anticipate conducting any such business.  Yes
5. If the school intends to contract with an education management organization or other education service provider, indicate whether you or your spouse or any relative within the

## Start-Up Charter School Board Member Information

third degree of consanguinity or affinity knows any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, please describe any such relationship.

Not applicable because the school does not intend to contact with an education service provider or school management organization.

I / we do not know any such persons.  Yes

6. If the school contracts with an education management organization or education service provider, please indicate whether you, your spouse or any relative within the third degree of consanguinity or affinity have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, provide a detailed description.

N/A.  I / we have no such interest.  Yes

7. If the school plans to contract with an education management organization or education service provider, indicate if you, your spouse or any relative within the third degree of consanguinity or affinity anticipate conducting, or are conducting, any business with the provider. If so, indicate the precise nature of the business that is being or will be conducted.

N/A.  I / we or my family do not anticipate conducting any such business.  Yes

8. Indicate whether you, your spouse or any relative within the third degree of consanguinity or affinity are a director, officer, employee, partner or member of, or are otherwise associated with, any organization that is partnering with the charter school. To the extent you have provided this information in response to prior items, you may so indicate.

Does not apply to me, my spouse or family.  Yes

10. Indicate any potential ethical or legal conflicts of interests that would, or are likely to, exist should you serve on the school's board.

None.  Yes

### Certification

I, Maureen Schafer, certify to the best of my knowledge and ability that the information I am providing to the State Public Charter School Authority as a prospective board member for Pioneer Technology & Arts Academy of Nevada Charter School is true and correct in every respect.



Signature

12.08.21

Date

## Start-Up Charter School Board Member Information

### Statement of Assurances

Revised June, 2015

1. The charter school herein named, Pioneer Technology & Arts Academy of Nevada, shall be organized and administered in accordance and compliance with all applicable provisions of Nevada Revised Statutes (NRS), Nevada Administrative Code (NAC), and all applicable federal statutes and regulations.
2. The charter school shall enter into a written agreement with the sponsor and comply with all provisions therein during the term of the agreement upon approval by the sponsor.
3. The charter school shall report any and all substantive changes in personnel, facilities, schedules, and other pertinent components of the operation of the charter school to the sponsor in a timely manner.
4. The charter school shall keep such records and provide such information in the time and manner prescribed in NRS and NAC that the sponsor, the school district in which the charter school is located, the Nevada Department of Education, the State Board of Education, and the State Public Charter School Authority require, as needed for the purpose of fiscal audit, and program evaluation and reporting, including, but not limited to, the following. The charter school shall:
  - Account for the total number of students, per NRS 387.123 and NRS 387.1233;
  - Submit accountability and progress reports throughout the academic year;
  - Conduct and report on required examinations of students;
  - Submit required reports on class size averages and types of teacher assignments, including students in programs of special education;
  - Submit separate accounting for funds received for pupils with disabilities and gifted and talented pupils, per NRS 387.047 and 388.520;
  - Submit required accounts of funds from federal sources, per federal reporting and audit requirements;
  - Submit reports regarding student truancy, transiency, attendance and dropout rates;
  - Submit reports of weapons and violence incidence;
  - Describe suspensions and expulsions; and
  - Comply with state, district, and federal statutes and regulations regarding instruction of disabled students including the development and implementation of Individual Education Plans (IEPs) for disabled students.
5. Permission is hereby granted to any member of the State Public Charter School Authority, Nevada Department of Education, the Nevada Department of Taxation, the Legislative Counsel Bureau, and the local school district to visit the school and inspect the premises and operating procedures of the school during business hours.

## Start-Up Charter School Board Member Information

6. The charter school and its Governing Body shall comply with the provisions of NRS Chapter 281, Public Officers and Employees, General Provisions.

### Notarized Statement

I, the undersigned, do consent and do solemnly swear (or affirm) that the information set forth in the forgoing application is true and complete to the best of my knowledge, and that failure to disclose pertinent information or the concealment of information or making false statements in the detailed application for operation of a charter school shall constitute valid grounds for refusal or revocation of permission to operate said school. The undersigned also affirms that the charter school herein named is obligated to enter into an agreement concerning the methods and procedures for the sponsor to monitor the progress of the charter school herein named. The undersigned affirms that the State Public Charter School Authority, Nevada Department of Education and the sponsor are entitled to access to financial and other records relating to the operation of the charter school.

 _____	Maureen Schafer
Signature of Certifying Charter School Official	Name Printed
Prospective Board Member	12.08.21
_____	_____
Title	Date

Subscribed and sworn to before me Holly L Shaw



This 8th day of December 2021  
date month year

My commission expires 05/31/2025 My commission number is 7934895

(Notary Public Seal)

STATE OF: Virginia COUNTY OF: Chesterfield

Electronic Notary Public



**Mr. Kendrick Kumabe, M.ED.**  
**Email : Kendrickkumabe@gmail.com**  
**Phone : (725) 216 9646**

**Position Objective:**

To obtain a position as an Education Director, or Curriculum & Instruction Department Leader

**Professional Leadership Summary:**

I'm a distinguished member of Phi Beta Sigma Fraternity, Inc., a visionary author, and a leader for school equity, social justice, restorative justice, and social emotional learning. Within my school district, I contribute to help build a strong, collaborative, equity-focused adult learning community, including supporting and leading professional development for staff. Within my school, I supervise, observe, coach, evaluate, and develop teachers and non-instructional staff using knowledge of adult learning theory. Additionally:

- I'm a Published Author of "Coaching Young Champions: Social Emotional Learning Considerations for the Virtual/Hybrid Educator." (Available on Amazon)
- I'm currently serving as the Head Chair of the Nevada African American Administrators and Superintendents Association (NVAAASA).
- I'm currently a workshop presenter for the Nevada Administrators and Superintendents Association (NASA).
- I ensure an exceptional education for all by monitoring and developing the academic programs and by facilitating data-driven and equity-focused teams.
- I encourage the students and staff by promoting a joyful organizational & school culture that attends to the needs of the whole child and adult.
- I empower and engage the community by mobilizing families, students, staff, and other community stakeholders as partners to achieve our vision.
- I enable others to act by supervising and developing teachers resulting in retention of a diverse, highly effective team and increased student outcomes.
- I innovate and problem solve by exhibiting persistence, creativity, flexibility, motivation to make a change, and the ability to imagine new approaches and opportunities for impact.
- I model the way as a leader for equity through skilled and culturally competent collaboration, communication, and relationship-building.
- I bring passion to the school's growth as a dependable, organized, solutions-oriented, and optimistic transformational leader committed to my school community.
- I inspire a shared vision of college and career readiness in collaboration with the leadership team.

**Certifications:**

- Nevada School Administrators Endorsement (Valid 8/12/20-7/30/23)
- Nevada State Teaching License (Valid 7/30/20-7/30/23)
- California Multi-Subject Teaching Credential (Exp. 7/2023)
- Florida Teaching Certificate K-6 (Exp. 7/2023)

**Mr. Kendrick Kumabe, M.ED.**  
**Email : Kendrickkumabe@gmail.com**  
**Phone : (725) 216 9646**

**Honors:**

- Nominated for the National University Teacher of the Year Award 2020-2021
- Nominated for the Heart of Education Teacher of the Year Award 2020-2021
- Awarded FLDOE Best & Brightest Educator Scholarship- November 2018
- Nominated for the Ida S. Baker Diversity Teacher of the Year Award- October 2009.
- Published the first annual P.T.A. Cookbook for Dunbar Magnet Faculty and Parents in May 2009.
- Founded the Boys-N-Blue Leadership organization February 21, 2008.
- Served as Chaplin of the Zeta Xi chapter of Phi Beta Sigma- Fall 2004 thru Spring 2005.
- Received an award for the Resident Housing Association's program of the year for my involvement with "The Tunnel of Oppression"- Spring 2004.
- Became a distinguished member of Phi Beta Sigma Fraternity Inc. - Spring 2003
- Emerging Leaders Conference –August 2002
- Completed the Mentor Training Institute- August 2001

**Education:**

- Masters of Education (M.Ed.) Administration and Supervision. Liberty University- Lynchburg, VA. Graduation Date: August 2010
- Bachelor of Arts (B.A.) Sociology; Minor: Psychology. University of South Florida- Tampa, FL. Graduation Date: December 2006
- High School Diploma. Palm Harbor University High School Center for Wellness and Medical Professions- Palm Harbor, FL. Graduation Date: June 2001

**School Leadership Experience:**

**I. Inglewood Unified School District** (January 2020-June 2020 \*Limited Special Contract)  
**T.O.S.A District Instructional Coach-** Woodworth Elementary School/ Monroe Middle School  
10711 S. Tenth Ave. Inglewood, CA 90303 (310) 680-5310

**Job Responsibilities/Recognition & Awards:**

- Created and implemented district level professional development trainings on curriculum, instruction and classroom management.
- School wide instructional coaching K-8.
- Data disaggregation training for teachers K-8.
- Data driven lesson planning training for teachers K-8.
- Classroom management professional development workshops for teachers K-8.
- Behavioral Support K-8.
- Increased student engagement by modeling professional best practices for instruction inside the classroom.

**Mr. Kendrick Kumabe, M.ED.**  
**Email : Kendrickkumabe@gmail.com**  
**Phone : (725) 216 9646**

**II. Pasadena Education Foundation (Summer 2019 \*Limited Special Contract)**  
**Principal (Site Coordinator) - McKinley K-8 School 325 S. Oak Knoll Ave, Pasadena, CA 91101 (626) 396-5630**

**Job Responsibilities/Recognition & Awards:**

- Delivered a high-quality program.
- Supervised children for their health, safety, and well-being.
- Used effective communication skills for addressing students, teachers, and parents.
- Made sound judgment calls in emergency situations.
- Offered direction to Camp Instructors for effective instruction.
- Resolved behavior issues through redirection and positive reinforcement when possible.
- Contacted parents when needed, and worked with the Program Manager to access if student needed to be excused from program.
- Supervised students and Camp Instructors during breaks and recess.
- Supervised Office Manager and Health Clerk and ensured their breaks were taken.
- Maintained at max a 1:10 teacher, student ratio.

**III. Pasadena Unified School District (August 2018- December 2019)**  
**Behavioral Interventionist/ MTSS Coach- McKinley K-8 School 325 S. Oak Knoll Ave, Pasadena, CA 91101 (626) 396-5630**

**Job Responsibilities/Recognition & Awards:**

- District Trainer: Connectedness & The Student-Centered Environment.
- MTSS Coach.
- School wide PBIS.
- Behavioral Intervention.
- Professional Development Trainer.
- Tiger Cross-fit Coach.
- African American Parent Council, School Site Council, English Language Learners Parent Council.
- African American History Bee Leader/Counselor.
- Innovation Club Leader.

**IV. Manatee County Schools (August 2015-July 2016)**  
**Leadership Resource Teacher (K-6) -Tillman Elementary School 1415 29th St E, Palmetto, FL 34221 (941) 723-4833**

**Job Responsibilities/Recognition & Awards:**

- Teacher Coaching (Data Analysis, Standards Based Lesson Planning and Instruction, Classroom Management).
- 7 Habits of Highly Effective Kids Leadership Teacher (1 quarter).
- Behavior Intervention and Support for entire school.

**Mr. Kendrick Kumabe, M.ED.**  
**Email : Kendrickkumabe@gmail.com**  
**Phone : (725) 216 9646**

- District Test Administrator and Coordinator.
- District Trainer for Unpacking the Florida State Teaching Standards.
- Member of the Instructional Leadership Team.
- Member of the Assessment Team.
- Lead the Boys Club for Change.
- Coaching Tiger Track Team and Cross-fit Club.

**V. Director of Education Florida Career College (August 2010-July 2015)**  
2662 S. Falkenburg Rd, Riverview, FL 33578 (813) 621-5775

**Job Responsibilities/Recognition & Awards:**

- Developed and implemented training for new full and part-time faculty in effective and novel pedagogy.
- Developed assessments and related reports used to determine the effectiveness of the training and its impact on student learning.
- Consulted with the Deans of Faculty, Deans of Academic Schools, the Dean of General Education, faculty and other stakeholders to identify instructional development needs.
- Created a culture of teaching excellence at the College.
- Worked with faculty to provide guidance and assistance in instructional design and delivery.
- Identified, developed and implemented relevant training materials that enhance teaching effectiveness.
- Organized faculty development events and opportunities that included workshops, seminars and conferences.

**Classroom Teaching Experience:**

**I. Clark County Schools (August 2020- Current)**  
4<sup>th</sup> Grade Teacher- Priest Elementary School 4150 Fuselier Dr., North Las Vegas, NV 89032  
(702) 799-6200

**Job Responsibilities/Recognition & Awards:**

- Managed virtual/hybrid classroom
- Featured Teacher on District Website for “Teacher Tuesday”
- School Wide Trainer for Restorative Justice Practices
- Nominated by Principal Hays for the Heart of Education Teacher of the Year Award
- National University Teacher of the Year Candidate

**II. Broward County Schools (August 2016- June 2018)**  
5<sup>th</sup> Grade Teacher- Lake Forest Elementary 3550 SW 48th Ave, Pembroke Park, FL 33023  
(754) 323-6350

**Mr. Kendrick Kumabe, M.ED.**  
**Email : Kendrickkumabe@gmail.com**  
**Phone : (725) 216 9646**

**Job Responsibilities/Recognition & Awards:**

- School Advisory Chair.
- Professional Learning Communities Facilitator.
- Co- Director of Turn Around Arts Initiative School Play “Aladdin”.
- Awarded FLDOE Best & Brightest Educator Scholarship.

**III. Hillsborough County Schools (August 2007- July 2010)**

**1. Grade Team Leader & Language Arts Teacher-** Mintz Elementary (August 2009-July 2010)- 1510 Heather Lakes Boulevard, Brandon, FL 33511 (813) 744-8353

**2. 5<sup>th</sup> Grade Language Arts Magnet Teacher** Dunbar Elementary (August 2008- June 2009)- 1730 W Union St, Tampa, FL 33607 (813) 276-5677

**3. 2nd Grade Self-Contained Teacher** Shaw Elementary (August 2007- June 2008)- 11311 North 15th Street, Tampa, FL 33612 (813) 975-7366

**Job Responsibilities/Recognition & Awards:**

- Served as PTA Vice President.
- Served as CTA (Classroom Teachers Association) School Representative.
- Attended Single Gender Teaching Conference in Memphis, Tennessee with Principal Crystal Carson.
- Created the Boys-N-Blue Leadership Organization & Awarded the First Annual Boys-N-Blue College Scholarship.
- Served on the Problem-Solving Leadership Team.
- Nominated for the Ida S. Baker Diversity Teacher of the Year Award.

**IV. Additional Experiences in Leadership & Education:**

- Worked for T. Rowe Price as a Retail Investment Associate- March 2007-August 2007.
- Worked for Suncoast New Options as an In-Home Support Counselor- January 2007- November 2007.
- Served with AmeriCorps as an America Reads Tutor- Fall 2005- Spring 2006.
- Worked as a Volunteer at Use’s Alternative Spring Break- Spring 2003.
- Successfully served as a Resident Assistant for the USF housing department- Fall 2003 thru Spring 2004.
- Worked with America as an America Reads Tutor- Fall 2002-2003. In addition, I also completed over 500 hours of documented community service during the above term.

**Mr. Kendrick Kumabe, M.ED.**  
**Email : [Kendrickkumabe@gmail.com](mailto:Kendrickkumabe@gmail.com)**  
**Phone : (725) 216 9646**

Professional References:

1. Dr. Greta Peay (CEO Infinity: Diversity Matters/ NASA Member)  
<http://gretapeay1979@gmail.com> (702) 683-5767
2. Pamela Hays (Principal Priest Elementary) [haysp@nv.ccsd.net](mailto:haysp@nv.ccsd.net) (702) 460-2979
3. Brione Minor-Mitchell (Assistant Principal Priest Elementary) [minorba@nv.ccsd.net](mailto:minorba@nv.ccsd.net) (702) 355-4482
4. Stuart Caldwell (Principal Woodworth-Monroe K-8 School)  
[Stuart.Caldwell@inglewoodusd.com](mailto:Stuart.Caldwell@inglewoodusd.com) (714-322-8075)
5. Dwight Wilson (Assistant Principal Woodworth-Monroe K-8 School)  
[Dwight.wilson@inglewoodusd.com](mailto:Dwight.wilson@inglewoodusd.com) (310-717-9078)
6. Megan Faux (Instructional Coach- Inglewood Unified School District)  
[Megan.Faux@inglewoodusd.com](mailto:Megan.Faux@inglewoodusd.com) (310-508-4576)
7. Billie Johnson (8<sup>th</sup> Grade Teacher McKinley K-8 School) [johnson.billie@pusd.us](mailto:johnson.billie@pusd.us) (626-616-4216)
8. Debora Zecena-Rubio (3<sup>rd</sup> Grade Teacher McKinley K-8 School) [zecenarubio.debora@pusd.us](mailto:zecenarubio.debora@pusd.us) (818-636-7679)
9. Nicole DiCarlo (2<sup>nd</sup> Grade Teacher Del Sur Elementary) [dicarlonm@gmail.com](mailto:dicarlonm@gmail.com) (716-228-5789)
10. Sharon Boyd (Principal Lake Forest Elementary) [Sharon.Boyd@Browardschools.com](mailto:Sharon.Boyd@Browardschools.com) (954-309-6754)

# State of Nevada

## License for Educational Personnel

License No. 211393

This License Certifies That

**Michael K Kumabe**

Has complied with the prescribed rules and regulations of the Commission on Professional Standards in Education and that the Superintendent of Public Instruction has granted this license which authorizes the holder to provide service in the schools of the State of Nevada in the following areas :

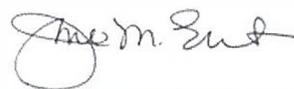
License	Grade Level	Original Endorsement Issue Date	Endorsements	License Issue Date	Expiration Date
Provisional - Elementary	K-8	07/30/2020	All Elementary Subjects	07/30/2020	07/30/2023
Provisional - Special	K-12	08/12/2020	School Administrator	08/12/2020	07/30/2023

### Provisions to be satisfied

Provisions	Required Due Date
Three (3) semester credits in a course on Parent Involvement and Family Engagement that has been approved by the Department and is consistent with NRS 392.457.	07/30/2023

### Renewal Requirements

Renewal Requirements	Required Due Date
Pursuant to NRS 391.0347, a 3 semester credit course or 45 hours of approved professional development in Multicultural Education must be completed after the issuance date of this current license. The course or professional development must include the specific content outlined in NAC R130-18. No course taken prior to the issuance of this license will be accepted to satisfy this requirement.	07/30/2023
You may apply for a standard license once all outstanding provisions have been satisfied.	07/30/2023



State Superintendent of Public Instruction

## Start-Up Charter School Board Member Information

To be completed individually by each proposed charter school board member and member of the Committee to Form (including prospective employees or consultants).

All forms must be signed by hand.

Serving on a public charter school board is a position of public trust and fiduciary responsibility. As a board member of a public school, you are responsible for ensuring the quality of the school program, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its charter.

As part of the application for a new charter school, the SPCSA requests that each prospective board member respond individually to this questionnaire. Where narrative responses are required, brief responses are sufficient.

The purpose of this questionnaire is twofold: 1) to give application reviewers a clearer introduction to the applicant team behind each school proposal in advance of the applicant interview, in order to be better prepared for the interview; and 2) to encourage board members to reflect individually as well as collectively on their common mission, purposes, and obligations at the earliest stage of school development.

### Background

1. Name of charter school on whose Board of Directors you intend to serve

Pioneer Technology & Arts Academy of Nevada

2. Full name

Kendrick Kumabe

Home Address

Business Name and Address

Phone Number

E-mail address

3. Brief educational and employment history and discussion of qualifications to serve on the board of this charter school.
4.  Resume and professional bio are attached.
5. Indicate whether you currently or have previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation (to the extent not otherwise indicated in your response to Item 3, above).  
 Does not apply to me.  Yes
6. Why do you wish to serve on the board of the proposed charter school? **PTAA STEAM school model is needed for Nevada communities and I am excited to serve on the board**

## Start-Up Charter School Board Member Information

7. What is your understanding of the appropriate role of a public charter school board member?  
**Board is responsible for all academic and fiscal oversight of a charter school**
8. Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.
9. Describe the specific knowledge and experience that you would bring to the board.

### School Mission and Program

1. What is your understanding of the school's mission and guiding beliefs?  
**The mission of Pioneer Technology Arts Academy of Nevada is to empower and engage students to reach their full potential as global leaders who will enhance their communities and the world through creativity, collaboration and innovation.**
2. What is your understanding of the school's proposed educational program?  
**School education program proposes higher academic achievements for economically disadvantaged students.**
3. What do you believe to be the characteristics of a successful school?  
**Successful school ensure all students have access to high-quality services and supports enabling them to set and reach high goals for learning. In these schools, equity does not mean equality; they recognize some students need additional resources to have the same opportunity for success as others.**
4. How will you know that the school is succeeding (or not) in its mission?

**School is succeeding when it provides effective leadership, effective teaching, focus on learning, a positive school culture, high and appropriate expectations for pupils and staff and involving parents in productive and appropriate ways.**

### Governance

1. Describe the role that the board will play in the school's operation.  
**Board Hires the head of the school, EMO/CMO and delegate responsibilities. Board will have fiscal and academic responsibility.**
2. How will you know if the school is successful at the end of the first year of operation?  
**By meeting fiscal responsibilities and meeting academic benchmarks set in year 0.**
3. How will you know at the end of three years of the school is successful?

## Start-Up Charter School Board Member Information

**If school meets all fiscal, enrollment and academic benchmarks for every year it will be considered successful**

4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?

**Board will recognize some students need additional resources to have the same opportunity for success as others.**

5. How would you handle a situation in which you believe one or more members of the school's board were acting unethically or not in the best interests of the school?

**Board will regularly check any conflict of interest, ethical benchmarks and process to remove a board member if those benchmarks fail.**

### Disclosures

1. Indicate whether you or your spouse or any relative within the third degree of consanguinity or affinity knows the other prospective board members for the proposed school. If so, please indicate the precise nature of your relationship.

I / we do not know any such trustees.  Yes

2. Indicate whether you or your spouse or any relative within the third degree of consanguinity or affinity knows any person who is proposed to be or you anticipate will apply to be a school employee. If so, indicate the precise nature of your relationship.

I / we do not know any such employees.  Yes

3. Indicate whether you or your spouse or any relative within the third degree of consanguinity or affinity knows anyone who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officer, employee or agent of an entity). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school.

I / we do not know any such persons.  Yes

4. Indicate if you, your spouse or any relative within the third degree of consanguinity or affinity anticipate conducting, or are conducting, any business with the school. If so, indicate the precise nature of the business that is being or will be conducted.

I / we do not anticipate conducting any such business.  Yes

## Start-Up Charter School Board Member Information

5. If the school intends to contract with an education management organization or other education service provider, indicate whether you or your spouse or any relative within the third degree of consanguinity or affinity knows any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, please describe any such relationship.  
 Not applicable because the school does not intend to contact with an education service provider or school management organization.  
 I / we do not know any such persons.       Yes
6. If the school contracts with an education management organization or education service provider, please indicate whether you, your spouse or any relative within the third degree of consanguinity or affinity have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, provide a detailed description.  
 N/A.  I / we have no such interest.  Yes
7. If the school plans to contract with an education management organization or education service provider, indicate if you, your spouse or any relative within the third degree of consanguinity or affinity anticipate conducting, or are conducting, any business with the provider. If so, indicate the precise nature of the business that is being or will be conducted.  
 N/A.  I / we or my family do not anticipate conducting any such business.  Yes
8. Indicate whether you, your spouse or any relative within the third degree of consanguinity or affinity are a director, officer, employee, partner or member of, or are otherwise associated with, any organization that is partnering with the charter school. To the extent you have provided this information in response to prior items, you may so indicate.  
 Does not apply to me, my spouse or family.  Yes
10. Indicate any potential ethical or legal conflicts of interests that would, or are likely to, exist should you serve on the school's board.  
 None.  Yes

### Certification

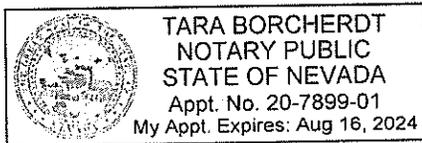
I, Kendrick Kumabe, certify to the best of my knowledge and ability that the information I am providing to the State Public Charter School Authority as a prospective board member for \_\_\_\_\_ Charter School is true and correct in every respect.

Start-Up Charter School Board Member Information

Kendrick Kumbao  
Signature

11/30/21  
Date

State of Nevada County of Clark  
Subscribed and sworn to (or affirmed) before me on this 30<sup>th</sup> day  
of Nov, 2021 by Kendrick Kumbao  
Tara Borchardt  
Notary Public Signature



## Start-Up Charter School Board Member Information

### Statement of Assurances

Revised June, 2015

1. The charter school herein named, \_\_\_ Pioneer Technology & Arts Academy of Nevada \_\_\_\_\_,  
(name of charter school)

shall be organized and administered in accordance and compliance with all applicable provisions of Nevada Revised Statutes (NRS), Nevada Administrative Code (NAC), and all applicable federal statutes and regulations.

2. The charter school shall enter into a written agreement with the sponsor and comply with all provisions therein during the term of the agreement upon approval by the sponsor.

3. The charter school shall report any and all substantive changes in personnel, facilities, schedules, and other pertinent components of the operation of the charter school to the sponsor in a timely manner.

4. The charter school shall keep such records and provide such information in the time and manner prescribed in NRS and NAC that the sponsor, the school district in which the charter school is located, the Nevada Department of Education, the State Board of Education, and the State Public Charter School Authority require, as needed for the purpose of fiscal audit, and program evaluation and reporting, including, but not limited to, the following. The charter school shall:

- Account for the total number of students, per NRS 387.123 and NRS 387.1233;
- Submit accountability and progress reports throughout the academic year;
- Conduct and report on required examinations of students;
- Submit required reports on class size averages and types of teacher assignments, including students in programs of special education;
- Submit separate accounting for funds received for pupils with disabilities and gifted and talented pupils, per NRS 387.047 and 388.520;
- Submit required accounts of funds from federal sources, per federal reporting and audit requirements;
- Submit reports regarding student truancy, transiency, attendance and dropout rates;
- Submit reports of weapons and violence incidence;
- Describe suspensions and expulsions; and
- Comply with state, district, and federal statutes and regulations regarding instruction of disabled students including the development and implementation of Individual Education Plans (IEPs) for disabled students.

5. Permission is hereby granted to any member of the State Public Charter School Authority, Nevada Department of Education, the Nevada Department of Taxation, the Legislative Counsel

## Start-Up Charter School Board Member Information

Bureau, and the local school district to visit the school and inspect the premises and operating procedures of the school during business hours.

6. The charter school and its Governing Body shall comply with the provisions of NRS Chapter 281, Public Officers and Employees, General Provisions.

### Notarized Statement

I, the undersigned, do consent and do solemnly swear (or affirm) that the information set forth in the forgoing application is true and complete to the best of my knowledge, and that failure to disclose pertinent information or the concealment of information or making false statements in the detailed application for operation of a charter school shall constitute valid grounds for refusal or revocation of permission to operate said school. The undersigned also affirms that the charter school herein named is obligated to enter into an agreement concerning the methods and procedures for the sponsor to monitor the progress of the charter school herein named. The undersigned affirms that the State Public Charter School Authority, Nevada Department of Education and the sponsor are entitled to access to financial and other records relating to the operation of the charter school.

Hendrick Kumabe

Signature of Certifying Charter School Official

<sup>TB</sup>  
~~Catherin Thompson~~ Hendrick Kumabe

Name Printed

"Board member"

Title

11/30/21

Date

Subscribed and sworn to before me

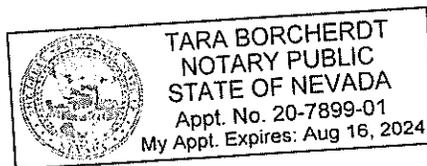
This 30<sup>th</sup> day of November 2021

date

month

year

Tara Borchardt

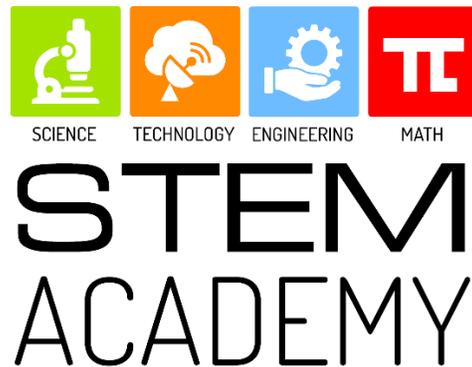
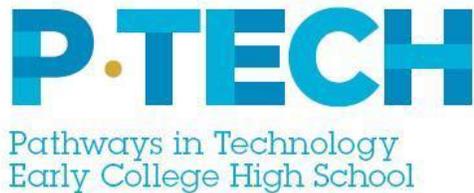




**PTAA/Nevada**

# ATTACHMENT 6

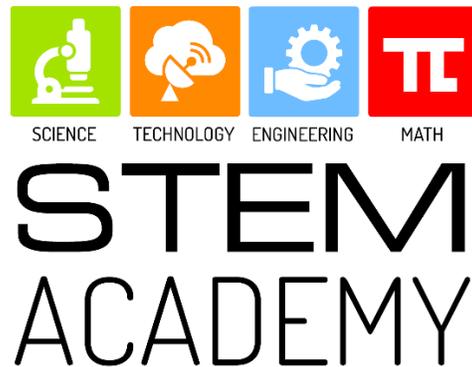
**(attached as separate excel workbook)**





**PTAA/Nevada**

# ATTACHMENT 7



**AGREEMENT**  
**By and Between**  
**Pioneer Technology & Arts Academy dba PTAA Nevada and**  
**SSS Education Corp.**  
**to Provide Charter Management and Educational Services**

**RECITALS**

This Agreement (the “Agreement”) is made and entered into as of July 1, 2021 (the “Effective Date”) by and between **SSS Education Corp.**, a Colorado, Non Profit Corporation (“SSS Education”), qualified to do business in Nevada as a foreign nonprofit corporation (“Contractor”), and the governing body of **Pioneer Technology & Arts Academy dba PTAA Nevada** (“PTAAN”), a Nevada public charter school, (each a “Party” and, collectively, the “Parties”), to provide charter management and educational services.

WHEREAS, PTAAN has been granted a charter contract (the “PTAAN Charter Contract”) by the Nevada State Public Charter School Authority (the “Sponsor”) for the operation of a charter school. Pursuant to the PTAAN Charter Contract, and in accordance with the relevant Nevada statutes and regulations, PTAAN may enter into an agreement with a contractor to provide charter management and educational services;

WHEREAS, Contractor, a Colorado non profit corporation, that is qualified to do business in Nevada as a nonprofit corporation, is in the business of providing charter management and educational services to charter schools and has the ability to assist with acquiring property and obtaining necessary financing and/or bonds;

WHEREAS, the Governing Body of PTAAN desires to contract with Contractor to provide charter management, educational services and assistance acquiring land and bond funding as allowed under Nevada law;

WHEREAS, Contractor’s mission is to assist PTAAN, in the administration of their businesses in order to create greater efficiencies in their operations and to thereby effectively serve the ever-growing population of at-risk youth underserved by traditional public schools;

WHEREAS, Contractor and PTAAN share a common mission to inspire and engage students, especially underserved and unrepresented populations, through an inquiry-based STEM curriculum that emphasizes creativity, collaboration and innovation. PTAA Graduates will have the skills and knowledge to earn advance degrees, secure fulfilling positions in STEM professions, and become international leaders. PTAAN believes partnering with the SSS Education will maximize the efficient use of limited resources available for serving at-risk student populations;

WHEREAS, the governing body of the PTAAN (the “Governing Body”) has final authority over policy and operational decisions for PTAAN;

WHEREAS, pursuant to NRS 388A.393(1)(a) and NAC 388A.525(8), it is understood between the Parties that although the Governing Body delegates certain responsibilities to Contractor, the Governing Body has not given direct control to the Contractor and the Governing Body still maintains overall control and is responsible for the operation of the Charter School pursuant to NRS 388A and NAC 388A;

WHEREAS, based on experiences of other charter schools across the country, the Governing Body believes that it is in the best interest of PTAAN to contract with Contractor to provide services that will maximize the performance and operational efficiency of PTAAN, and that same is prudent and in the best interests of the students who will be served by PTAAN;

WHEREAS, prior to entering into this Agreement the Committee to Form Pioneer Technology & Arts Academy and SSS Education entered into a Memorandum of Understanding by which SSS Education provided services prior to the opening of Pioneer Technology & Arts Academy dba PTAA Nevada (the "School") to ensure the School was ready for a successful launch in fall 2021 ("MOU"). A true and correct copy of the MOU is attached hereto as **Exhibit 1** and is incorporated by reference herein;

WHEREAS, the MOU contemplated that upon receiving approval for a charter to operate Pioneer Technology & Arts Academy in Nevada, that the School Board would enter into a charter management contract with SSS Education by which SSS Education would provide charter management and educational services to the School pursuant to compensation and terms to be further detailed and finalized in a separate agreement;

WHEREAS, SSS Education fully performed its role/responsibilities and provided the services contemplated by the MOU as detailed in Exhibit 1;

WHEREAS, it is the Parties' intention to build on a relationship already based on trust, common educational objectives, and will provide necessary resources for PTAAN to achieve clear accountability, through which they will work together to bring educational excellence to PTAAN, and because of the Parties' shared goals; and

WHEREAS, for and during the Term (as hereinafter defined in Section 9.a) of this Agreement, the Governing Body desires that Contractor provide certain services to PTAAN as set forth herein, and Contractor desires to provide such services to PTAAN in a manner that is fully consistent with the charter of PTAAN and applicable Nevada law.

## AGREEMENT

NOW, THEREFORE, in consideration of the recitals and the mutual covenants, representations, warranties, conditions and agreements hereinafter expressed, the Parties agree as follows:

### 1. DEFINITIONS

a. "Sponsor" refers to the Nevada State Public Charter School Authority ("SPCSA") who has granted PTAAN a Charter Contract to operate the charter school.

b. "Charter School Law" means the laws permitting the creation of charter schools in Nevada and governing the development and operation of charter schools in Nevada including, but not limited to, NRS Chapter 388A and NAC Chapter 388A.

c. "Marks" means all trademarks, service marks, design marks, trade names, domain names, service names, registrations and applications for registration thereof, and any common law rights pertaining thereto, belonging to each Party.

d. "Regulatory Authority" means any United States federal, State or local government, or political subdivision thereof, any authority, agency or commission entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power, any court or tribunal (or any department, bureau or division thereof), any arbitrator or arbitral body, or any similar body, including the Sponsor.

e. "Services" means all the services provided by Contractor to PTAAN pursuant to, and as described more fully in, this Agreement.

f. "State" means the State of NEVADA.

## 2. REPRESENTATIONS AND WARRANTIES

### a. Representations and Warranties of Contractor.

Contractor represents and warrants as follows:

i. **Organization Status.** Contractor will be authorized to do business in Nevada. Contractor is, and at all times during the Term will be, duly organized under the laws of Nevada.

ii. **Authority.** Contractor has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to otherwise consummate the agreements contemplated hereby. This Agreement constitutes a valid and binding obligation of Contractor, enforceable against Contractor in accordance with its respective terms.

iii. **Litigation.** Except as otherwise disclosed by Contractor in a separate writing, there is no suit, claim, action or proceeding now pending or, to the knowledge of Contractor, threatened before any Regulatory Authority to which Contractor is a party or which may result in any judgment, order, decree, liability, award or other determination, which will, or may reasonably be expected to have an adverse effect upon Contractor. No such judgment, order, decree or award has been entered against Contractor which has, or may reasonably be expected to have, such effect. There is no claim, action or proceeding now pending or, to the knowledge of Contractor, threatened before any Regulatory Authority involving Contractor, which will, or may reasonably be expected to prevent or hamper the fulfillment of the obligations contemplated by this Agreement.

iv. **Full Disclosure.** No representation or warranty of Contractor herein and no statement, information or certificate furnished or to be furnished by Contractor pursuant hereto or in connection with the transactions contemplated hereby contains any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements contained herein or therein not misleading.

v. **Conduct of Contractor.** Contractor has complied, and at all times during the Term will comply, in all material respects, with all local, State, and federal laws and regulations that are applicable to Contractor, which include, but are not limited to, the Internal Revenue Code, as each may be amended, and is registered to do business in the State of Nevada as a foreign-entity and is in good standing with the State of Nevada. Contractor has maintained and will maintain adequate records of the activities and decisions of Contractor to ensure and document compliance with all such laws and regulations. Contractor agrees to provide PTAAN with copies of all such records, and to allow PTAAN, at PTAAN's reasonable discretion, to assist with the preparation and retention of such records.

vi. Contractor acknowledges that PTAAN must comply with the Nevada Public Records Act (NRS Chapter 239) and the Nevada Open Meeting Law (NRS Chapter 241), and Contractor agrees to maintain adequate records and provide necessary documents to PTAAN to ensure and document compliance with those laws.

vii. Contractor acknowledges that although the Governing Body has delegated certain responsibilities to Contractor, the Governing Body has not given direct control to the Contractor and the Governing Body still maintains overall control of the Charter School pursuant to NRS 388A.393(1)(a), NAC 388A.525(8), and other applicable local, State, and federal laws and regulations.

b. Representations and Warranties of PTAAN .

PTAAN represents and warrants as follows:

i. Organization and Tax-Exempt Status. PTAAN is authorized to do business in the *State*. PTAAN is, and at all times during the *Term*, a public charter school authorized by the Clark County School District, a political subdivision of the State of Nevada and is duly organized under the laws of the *State*. PTAAN is in the process of seeking exemption from federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code. Should the Internal Revenue Service require changes to this *Agreement* in conjunction with the request for tax-exempt status of PTAAN, both *Parties* will take all reasonable steps and agree to all reasonable modifications to effectuate the necessary changes.

ii. Authority. Subject to the approval of the Sponsor and the last two sentences of clause (i) above, PTAAN has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to otherwise consummate the agreements contemplated hereby. This Agreement constitutes a valid and binding obligation of PTAAN , enforceable against PTAAN in accordance with its respective terms.

iii. Litigation. Except as otherwise disclosed in a separate writing, there is no suit, claim, action or proceeding now pending or, to the knowledge of PTAAN , threatened before any Regulatory Authority to which PTAAN is a party or which may result in any judgment, order, decree, liability, award or other determination which will or may reasonably be expected to have an adverse effect upon PTAAN . No such judgment, order, decree or award has been entered against PTAAN which has, or may reasonably be expected to have, such effect. There is no claim, action or proceeding now pending or, to the knowledge of PTAAN threatened before any Regulatory Authority involving PTAAN which will or may reasonably be expected to prevent or hamper the consummation of the agreements contemplated by this Agreement.

iv. Full Disclosure. No representation or warranty of PTAAN herein and no statement, information or certificate furnished or to be furnished by PTAAN pursuant hereto or in connection with the transactions contemplated hereby contains any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements contained herein or therein not misleading.

v. Conduct of PTAAN and the Governing Body. PTAAN has materially complied, and at all times during the Term will comply, in all material respects with all local, State and federal laws and regulations that are applicable to PTAAN , which include, but are not limited to, the Internal Revenue Code, the Nevada Public Records Act (NRS Chapter 239), the Nevada Open Meeting Law (NRS Chapter 241), and the Charter School Law, as each may be amended. PTAAN has maintained

and will maintain adequate records of the activities and decisions of PTAAN to ensure and document compliance with all such laws and regulations. PTAAN agrees to provide Contractor with copies of all such records, and to allow Contractor, at Contractor's reasonable discretion, to assist with the preparation and retention of such records.

vi. Due Authorization. PTAAN is authorized to organize and operate the PTAAN Charter Contract. PTAAN has been granted the PTAAN Charter Contract by the Sponsor to organize and operate a public charter school, together with the powers necessary or desirable for carrying out the educational program set forth in the PTAAN Charter Contract. PTAAN shall at all times retain all rights, responsibilities and obligations under the PTAAN Charter Contract and nothing in this Agreement is or shall be interpreted in a manner inconsistent with the PTAAN Charter Contract. PTAAN is authorized to contract with a private entity to provide charter management, educational services and land acquisition and/or bond financing provided that the service agreement shall comply with the PTAAN Charter Contract as well as Nevada statutes and regulations (including NRS 388A and NAC 388A).

vii. Insurance. PTAAN maintains in effect all insurance as required by PTAAN and the PTAAN Charter Contract. Subject to the requirements of the PTAAN Charter Contract, Contractor will assist PTAAN selecting and procuring necessary levels of insurance coverage as required by state regulators including workers' compensation, liability insurance for staff and students, indemnity, directors and officers, automobile, and any others required by Nevada law or regulation. Initial coverage including minimum coverage limits are set forth in **Exhibit 2** hereto.

### 3. AUTHORITY

a. PTAAN's Fully Retained Duties and Authority. PTAAN hereby authorizes Contractor to undertake the functions specified in this Agreement in regard to Services, it being understood that, at all times, PTAAN remains accountable to the Sponsor and State authorities, as provided for in this Agreement, the PTAAN Charter Contract, and to applicable law. For the sake of clarity, the Parties agree that the Governing Body, and not Contractor, shall maintain the ultimate fiduciary responsibility for PTAAN and the PTAAN Charter Contract. Contractor shall not be required to provide any services to the extent provision thereof: (a) is or becomes impracticable, in any material respect, as a result of a cause or causes outside Contractor's reasonable control, or (b) would require Contractor to violate any law or other binding commitment of Contractor to any Regulatory Authority or as imposed by law.

b. Contractor Authority to Subcontract. Contractor may subcontract any function or service it is obligated to provide hereunder, provided that no such subcontract permitted hereunder shall relieve or discharge Contractor from any obligation or liability under this Agreement and provided that no such subcontract permitted hereunder shall constitute a majority of Contractor's duties under this Agreement. Nothing in this Section 3.b authorizes Contractor to subcontract in a manner that is not permitted by applicable law or any provisions of the PTAAN Charter Contract. All subcontractors that Contractor desires to perform work at or for PTAAN will first be presented to the Governing Body, and any subcontractor bid over \$50,000.00 will require preliminary Governing Body approval.

c. SPCSA Authority. Nothing in this Agreement shall be construed in any way to limit the authority of the Sponsor, including, but not limited to, the authority to take and enforce action pursuant to the PTAAN Charter Contract or Charter School Law.

d. Conflict with Applicable Charter. To the extent there are any conflicts between the terms of the PTAAN Charter Contract and the terms of this Agreement, the terms of the PTAAN Charter Contract shall control.

#### 4. RIGHTS, DUTIES AND OBLIGATIONS OF CONTRACTOR

In addition to the duties and obligations otherwise set forth in this Agreement, Contractor shall have the following rights, duties, and obligations:

a. General Administrative Services. In exchange for the Service Fee described in Section 6 and paid by PTAAN to Contractor, Contractor will provide the Services as and to the extent more specifically described in the balance of this Agreement. Contractor may perform functions off-site, except as prohibited by law or otherwise restricted by the Governing Body. Contractor may utilize web-based systems to provide support and services to PTAAN. Contractor shall provide reports indicating the services Contractor has provided to PTAAN, as contemplated by this Agreement, as and when the Governing Body shall reasonably request, but no less frequently than an annual year-end report. To the extent that PTAAN wishes to contract with a third party unrelated to Contractor for any administrative services not provided by Contractor, or provided by Contractor but that PTAAN reasonably deems would be more efficiently or effectively provided by the third party, it shall consult with Contractor before entering into any agreement to ensure compatibility with Contractor systems and to provide Contractor an opportunity to offer the same services in a more efficient manner (or even to contract with the third-party directly where it is in the best interest of PTAAN).

b. Public Relations and IP. Contractor shall provide public relations services to PTAAN , as determined by further mutual agreement of the Parties, in order to advance the shared mission of Contractor and PTAAN as set forth above in the recitals to this Agreement. PTAAN may provide Contractor a non- exclusive, limited license to use those Contractor Marks or any other Contractor intellectual property as may be owned or under license to PTAAN, as may be requested by Contractor from time to time, whether registered or unregistered, whether subject to application or not (the “Contractor IP”). Without limitation, and subject to consultation with PTAAN , Contractor shall act as PTAAN representative on all matters relating to public relations and public information, including, without limitation, preparing press releases on topics relating to the shared mission of Contractor and PTAAN as set forth above in the recitals to this Agreement.

c. Financial Services (Accounting, Bookkeeping, Payroll, Procurement, and other Financial Functions). Subject to the terms of this Agreement and subject to approval by PTAAN’s Governing Body, Contractor shall work in conjunction with the Business Manager of PTAAN in carrying out all financial services and functions for the PTAAN and the Business Manager will be trained to operate and run all financial management systems and software utilized by PTAAN and Contractor. Contractor shall be responsible and accountable for all financial functions in respect of PTAAN as approved by the Governing Body, including, without limitation:

i. Preparation and submission of financial reports including all required State financial reporting including but not limited to annual audited financial reports, annual budgets, 1st and 2nd Interims, unaudited actual reportings, and monthly financial statements to PTAAN ;

ii. Coordination and processing of payments of PTAAN’ expenditures;

iii. Management of cash balances to cover PTAAN’s payroll and payments to vendors;

iv. Coordination and processing of PTAAN’s payroll and tax reporting and other filings in accordance with the specific procedures and guidelines as designated and updated from time to time by PTAAN personnel;

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v. Coordination and management of the annual independent audit of PTAAN 's financial statements. The cost of the audit will be the sole expense of PTAAN;

vi. Assistance with Sponsor and Independent Auditor financial reviews, when applicable;

vii. Coordination and management of all equipment leasing;

viii. Assistance and monitoring of spending and general administration of grant funding in compliance with specific terms and conditions of said grants and participation in any audits related thereto; and

ix. Acquisition and management of external financing as needed.

x. Contractor acknowledges that pursuant to NRS 388A.393(1)(k) and NRS 388A.411, all money received by PTAAN from the State or the Sponsor must not be transferred to or deposited in a bank, credit union, or other financial institution outside of the State of Nevada, including money controlled by the Contractor.

d. Facilities. Contractor shall assist PTAAN and be responsible for the identification, location and acquisition of learning centers and other required space for PTAAN including without limitation, coordination of construction and planning associated with the development or redevelopment of learning centers and other facilities. Any leases or financings shall be in PTAAN's name and not tied in any way to this Agreement.

i. Contractor will coordinate with all city or local ordinances for the health and safety of PTAAN staff and students.

ii. Contractor will assist in meeting the state and local safety standards during initial acquisition and the day-to-day management of the safety and security of each PTAAN facility. Contractor will assist in the negotiation of all new and renewal facility leases.

e. Governing Body Facilitation. Contractor, in consultation with the Governing Body, shall coordinate the scheduling of and documentation of meetings of the Governing Body, including the preparation of agendas and preparation of minutes consistent with the provisions of NRS 241. Contractor will coordinate the annual Governing Body member training to include training in PTAAN protocols, best practices and legal updates and ensure trainers are Sponsor approved/certified. All training will be for the purpose of supporting PTAAN's education mission and other related official school business.

f. Strategic Planning and Implementation. Contractor will assist PTAAN in the development of key long term goals for PTAAN in meeting its academic, funding, reporting, accountability, growth requirements and in analyzing the political and legislative educational climate. Contractor will assist in setting priorities, focusing resources, strengthening operations, insuring that employees at all levels are working toward common goals, establishing consensus around intended results, and assessing and adjusting the organizational direction in response to its changing environment for approval by the Governing Body.

g. PTAAN Policies. Contractor may make reasonable recommendations to PTAAN concerning its calendar, policies, rules, regulations, procedures, personnel, and budget, as appropriate and

consistent with the shared mission of the Parties as set forth in the above recitals. For the avoidance of doubt, PTAAN retains sole and complete control over the foregoing calendar, policies, rules, regulations, procedures, personnel, and budget.

h. Human Capital Management.

i. Contractor shall assist in recruiting, screening and recommending certificated and non-certificated individuals for employment by PTAAN. Notwithstanding, the Governing Body is responsible for the hiring and dismissal of an administrator or financial officer of the charter school or proposed charter school;

ii. Contractor shall also provide pre-employment screening services, verify, check and monitor credentials for certificated staff and conduct all state required fingerprinting and criminal background checks for PTAAN as required by state law (including NRS 388A.500 to 388A.524);

iii. Contractor shall coordinate and administer health, life and retirement benefits for PTAAN employees, including certificated and non-certificated staff. PTAAN shall be solely responsible for the costs of these benefits;

iv. Contractor will develop and provide new hire employee orientation, training; onboarding (at the time of hiring) and off-boarding (upon termination). Contractor will also provide all required State and federal mandated training to applicable PTAAN employees. Contractor and PTAAN shall comply with all applicable federal and State laws, concerning employee welfare, safety and health;

v. Contractor will administer and track leave of absence benefits and monitor employee work related injuries;

vi. Contractor will also assist PTAAN with its Sponsor's visits; and

vii. Contractor, on behalf of PTAAN, shall secure and maintain the insurance policies which shall be in the amounts that are no less than the minimum levels required by PTAAN applicable law or both. Liability, casualty, and property insurance for any facility leased directly and/or managed by PTAAN and any capital equipment or furniture leased directly and/or managed by PTAAN, as well as Directors and Officer's Insurance in the amount required by PTAAN or the Sponsor. All premiums and costs will be the responsibility of PTAAN .

i. Files and Records. Contractor shall supervise (for the joint benefit of PTAAN and Contractor) of all files and records relating to the Services. Contractor acknowledges that all records, data, communications, and other property of PTAAN entrusted to Contractor during the term of this Agreement are PTAAN 's property.

j. Operations Management. Contractor will provide day-to-day operational oversight for PTAAN in all administrative operational areas including without limitation: human capital, facilities (procurement and management), financial matters, and (as appropriate) legal representation. Contractor will work cooperatively with PTAAN on all recommendations and actions.

k. Reporting Requirements to the Governing Body. Contractor shall report to the Governing Body an annual year-end report and more frequently as the Governing Body shall reasonably request on all actions taken or proposed to be taken by Contractor under this Agreement.

l. Educational Program. Contractor will work in collaboration with PTAAN on development and implementation of the educational model provided to PTAAN. Contractor will work with PTAAN to effectuate any necessary change in the educational program, recognizing that an essential principle of this educational program is its flexibility, adaptability and capacity to change in the interest of continuous improvement of efficiency, provided that such changes shall be consistent with the Mission and Purpose of PTAAN .

m. Professional Development. Contractor will provide the resources and plans to the PTAAN staff to enhance their effectiveness to meet and exceed the educational standard established by the State of Nevada or otherwise required by PTAAN.

n. Testing and Assessments. Contractor will assist PTAAN in the administration of all State required testing and other State mandated assessments, including a series of assessments designed to gauge the Student's mastery of core concepts and readiness for the State of Nevada's standardize test or other State mandated testing.

o. Student Recruitment. Contractor shall be responsible for the recruitment of students subject to the provisions of the PTAAN Charter Contract and the policies adopted by the Governing Body. Students shall be selected in accordance with the procedures set forth in the PTAAN Charter Contract and in compliance with the State and other applicable law, including NRS 388A.453, NRS 388A.456, and NRS 388A.459. Contractor shall follow all applicable procedures regarding student recruitment, enrollment, and lottery management, and shall be responsible for publication of appropriate public notices and scheduling of open houses, as may be required.

p. Student Records Support. Contractor will provide maintenance of PTAAN Student Records including digitization of permanent records in accordance with state, local and federal requirements.

q. Technology. Contractor will provide a comprehensive Computer Technology and IT infrastructure solution to PTAAN learning centers, office space and employees which shall include procuring, imaging, delivering, repairing, replacing, warehousing and collection of such Computer Technology, as well as other related comprehensive logistical support services including overseeing school level technicians and other related support positions. PTAAN will pay directly or reimburse Contractor for all technology costs.

r. Services to Special Needs Students. Contractor will assist PTAAN in the development of Special Education, English Language Learner, School Counseling, Student Retention Support, and Student Mentor Protocols which Student services are provided including procuring related service providers to students qualifying as English Language Learners, Traditionally Underserved Students, or At-Risk students requiring counseling or interventions, and with special education needs PTAAN or any students who have, will have or require an Individualized Education Program ("IEP"). All service provider costs will be the sole responsibility of PTAAN; and will provide consultative support and management of the PTAAN day-to-day operations of Student services. Contractor will develop and oversee the academic counseling student support and other related services to the PTAAN students.

s. Instructional Materials. Contractor shall assist in developing curriculum and coordinate the purchase of the curriculum and instructional materials to be used by PTAAN in order to offer rigorous and relevant curricula for the purpose of allowing students to progress as quickly as their capabilities will allow. Materials shall be designed in a language and format that are readily accessible, and students will be allowed to complete course work at their own pace, as the program will be formulated based on an initial assessment of the student's skill levels in reading, math and other core courses. PTAAN

will be responsible for all curriculum and instructional material costs. Contractor shall retain all ownership and copyrights to any curricular material created by Contractor for the use by PTAAN.

t. Marketing/Branding. Contractor will provide PTAAN the design of all branded materials, including promo items, website design, collateral, wearables, print assets including tri-fold brochures, rack cards, newsletters, event fliers, graduation programs, and more subject to PTAAN Governing Body approval. Contractor will establish brand and communication strategies across all channels and promote the brand. Contractor will maintain the PTAAN public website that will contain any information required by PTAAN and applicable state law. Contractor will review and provide a report of all social media properties, which may include Facebook, Twitter, Instagram, and LinkedIn and provide refinements to increase traffic. Contractor will coordinate and manage all third party vendors on behalf of PTAAN. PTAAN will be solely responsible for those third party vendor costs.

u. Community Partnerships. Contractor shall coordinate PTAAN's community relationships, including with local non-profits, governmental agencies, local businesses and higher education institutions.

v. Learning Center Furnishings. Contractor will procure and oversee the installation of all necessary furnishing and equipment for each PTAAN facility. PTAAN will be solely responsible for the cost of furniture and equipment.

w. Student Information. Contractor will serve as the liaison between PTAAN and the Student Information System Provider as well as various curricular, instructional and data warehousing/reporting software and resources; perform quality data tracking, including but not limited to student data such as attendance, performance, etc.; and, shall coordinate and manage school data as the technology system is developed and maintained. Contractor shall prepare and submit for approval by the Governing Body, all required State reporting regarding student enrollment, demographics, etc. Contractor will provide periodic reports on student performance, and assessments of whether educational goals and measurements are being achieved. Contractor will comply with the requirements of the Family Educational Rights and Privacy Act as set forth more fully in Section 10 of this Agreement.

x. Athletics Program Development. Contractor will assist in developing, implementing and monitoring an athletics program for PTAAN to assist in student retention and engagement and provide additional opportunities for student involvement, interaction and personal growth with PTAAN .

y. Operations Management. Contractor will provide day-to-day oversight for PTAAN in all educational operational areas including without limitation: special education, community relationships, instructional materials, marketing/branding, professional development, and technology. Contractor will work cooperatively with PTAAN on all recommendations and actions.

z. School Calendar. Contractor will develop the annual multi-track school calendar for approval by the Governing Body to be used by PTAAN .

## 5. DUTIES AND OBLIGATIONS OF PTAAN

In addition to the duties and obligations otherwise set forth in this Agreement, PTAAN shall have the following duties and obligations:

a. General Principle. To the extent not otherwise specified either as a duty of PTAAN or as a duty of Contractor, all duties applicable to the proper operation of PTAAN and maintenance of applicable academic standards shall remain the duty of PTAAN and the Governing Body.

b. Damage or Loss. PTAAN shall maintain adequate insurance, or otherwise hold Contractor harmless, for damage or loss to PTAAN's property unless such damage is caused by the gross negligence or willful misconduct of Contractor.

c. Annual Audit. PTAAN shall pay for an annual audit of PTAAN to be conducted in compliance with State law and regulations and showing the manner in which funds are spent at and on behalf of PTAAN. The annual audit shall be performed by a certified public accountant selected by the Governing Body. Contractor shall help to identify the certified public accountant.

d. Legal Services. While Contractor may make recommendations to the Governing Body regarding any arrangements for legal services for PTAAN, PTAAN and the Governing Body shall hire legal counsel as PTAAN may deem appropriate and necessary, and PTAAN shall pay for its own legal services out of its PTAAN Accounts (as defined in Section 5.e.).

e. Control of Funds. All funds of PTAAN shall be maintained in PTAAN deposit accounts, or in accounts, which are specifically restricted for the benefit of PTAAN (the "PTAAN Accounts"). The PTAAN Accounts require dual signature authority. A Governing Body designee and a Contractor Officer designated by the Governing Body shall possess signatory authority over the PTAAN Accounts. The Parties shall promulgate specific procedures and guidelines as necessary to further implement the creation, handling and investment of the funds and the PTAAN Accounts described in this Section 5.e, subject to approval by the Governing Body. Contractor recognizes that in the event there is a dispute regarding the Contractor's willingness to sign or approve an item in the PTAAN Accounts, it is the Governing Body that must maintain overall control of the finances of the PTAAN under NRS 388A.393(1)(a) and NAC 388A.525(8).

f. Reporting. PTAAN shall provide Contractor with all financial and other information and reporting that Contractor reasonably requests, within such times Contractor designates in order to enable Contractor to fulfill its duties and exercise its rights under this Agreement, including, without limitation, to ensure PTAAN alignment with the mission of the Parties as set forth in the recitals to this Agreement.

g. Power and Authority. PTAAN shall ensure that Contractor has the requisite power and authority necessary to carry out the duties of Contractor under this Agreement, subject in all respects to the provisions of Section 2.a.ii. of this Agreement, the PTAAN Charter Contract and the Charter School Law.

## 6. FINANCIAL ARRANGEMENTS

a. PTAAN 's Source of Funding. As set forth in NRS 388A.411, the major source of funding for PTAAN is the apportionments and allowances from the State Distributive School Account ("DSA") pursuant to NRS 387.121 to 387.1245. DSA payments are based upon the number of students enrolled in the PTAAN. PTAAN is also entitled to receive its proportionate share of any other money available from federal, state or local sources that the school or the students who are enrolled in the school are eligible to receive.

b. Funding Eligibility. PTAAN shall be responsible for compliance with applicable requirements for the purpose of receiving or maintaining eligibility to receive from the Sponsor the per pupil allowance to which PTAAN is entitled under applicable law. PTAAN shall apply for all State aid or other monies it is eligible to receive from the Sponsor. PTAAN shall permit Contractor to review any such applications and reports prior to their submission, and Contractor may assume control of the application and report process, if and to the extent PTAAN and its Governing Body reasonably deem appropriate.

c. Donations and Grants. Contractor may solicit and receive, on behalf of PTAAN, grants and donations consistent with the mission and tax-exempt purpose of PTAAN, provided however, that monies raised from such fund-raising activities, which are to create specific funding sources to and for PTAAN shall be deposited in the PTAAN Accounts and used for the benefit of PTAAN.

d. Service Fee and Third Party Costs.

i. Service Fee. As and for the Services provided by Contractor to PTAAN, for each fiscal year, PTAAN will pay to Contractor a service fee (the "Service Fee") in the amount of twelve percent (12 %) of the PTAAN's annual Revenues (the "Service Fee"). Beginning July 1, 2021, the Service Fee shall be paid by PTAAN to Contractor in twelve (12) monthly installments per year with each monthly payment being due no later than the tenth (10th) day of each month in which a payment is due. For purposes of the Service Fee calculation in this Section 6.c.i., the term Revenues shall only include the Revenues received by or on behalf of PTAAN from the State Distributive School Account ("DSA Funding") based on the State's per pupil funding plan. The amount of each monthly installment shall be based upon PTAAN's current school year budget Revenues as defined in this Section 6.c.i. In the event that the total amount of installment payments made by PTAAN for the subject year exceed the total amount due based upon PTAAN's actual Revenues as defined in this Section, Contractor shall refund the total amount of said overpayment to PTAAN within thirty (30) days of the end of the fiscal year. In the event that the total amount of installment payments made by PTAAN for the subject year is less than the total amount due based upon PTAAN's actual Revenues as defined in this Section, PTAAN shall pay the total amount of said underpayment to Contractor within thirty (30) days of the end of the fiscal year.

Pursuant to NRS 388A.393(1)(b), in no event shall any loan, advance, or other monetary charge (including the Service Fee) from the Contractor exceed 15 percent of the total expected funding received by PTAAN from the State Distributive School Account.

Pursuant to NRS 388A.393(1)(i), the Service Fee shall not include any indirect costs incurred by the Contractor. Pursuant to NRS 388A.393(1)(j), the Service Fee shall only include actual services outlined in this Agreement. The amount of the Service *Fee* is subject to reduction in a mutually agreeable amount by the Parties in any school year if extenuating circumstances make payment of the entire *Service Fee* inappropriate.

ii. Costs. In addition to the *Service Fee* provided for herein in Section 6.c.i., PTAAN shall also be responsible for all third party costs incurred by Contractor for the benefit of PTAAN, which may include, by way of example, and without limitation, marketing expenses, legal fees, personal property purchases (such as furniture and equipment). All third party costs incurred by Contractor, other than the monthly Service Fee, require prior approval of the Governing Body. All third party costs must be in compliance with the requirements of NRS 388A.393 and other applicable laws.

iii. The Governing Body may not apply to Contractor for financing under Nevada law, but may seek donations, grants and philanthropic support from Contractor. Contractor agrees to guarantee any lease, contract or financing of PTAAN if it is deemed to be in the best interest of students and may result in better terms for PTAAN .

iv. Contractor must seek the approval of PTAAN prior to soliciting any non-governmental grants, donations or contributions on behalf of PTAAN. Any such funds so received shall be used solely in accordance with the purpose(s) for which they were solicited, applicable terms and conditions or donor restrictions, as otherwise approved by the Governing Body. Upon reasonable advanced request, Contractor shall provide evidence to the Governing Body that PTAAN is in compliance with such requirements, and shall provide all reports, data and information reasonably necessary for PTAAN to meet any reporting requirements for such funding. Subject to applicable donor restrictions, the Governing Body shall determine the allocation of any funds subject to this Section 6.c.v. that remain unexpended following completion of the project or purpose for which the funds were originally received.

The Service Fee during any Renewal Term may be adjusted upon the mutual written agreement of the Parties. In the event that the Parties are unable to mutually agree upon the Service Fee payable to Contractor during any Renewal Term, then either Party shall have the ability to terminate this Agreement “for cause”.

## 7. USE OF MARKS

a. Each Party shall use the other Party’s Marks only in the manner and for the duration expressly permitted in writing by the other Party. Neither Party shall acquire any interest in the other Party’s Marks. Neither Party shall utilize the other Party’s Marks in any manner that would diminish their value or harm the reputation of the other Party.

b. Upon termination or expiration of this Agreement, neither Party shall have a right to make any use whatsoever of the Marks belonging to the other Party.

## 8. INDEMNIFICATION

a. Survival of Representations and Warranties. All representations and warranties hereunder shall be deemed to be material and relied upon by the Parties with or to whom the same were made, notwithstanding any investigation or inspection made by or on behalf of such Party or Parties. The representations and warranties covered in this Agreement will survive the termination or expiration of this Agreement.

b. Contractor Not Liable for Operation of the PTAAN Charter School. Contractor agrees to indemnify PTAAN to the extent more specifically described in the balance of this Section 8, provided however, Contractor shall not be liable for any matter applicable to the proper operation of PTAAN and applicable academic standards, which shall be the duty of PTAAN and the Governing Body, as set forth in Section 5.

c. The Parties both acknowledge that the duties of the Sponsor do not establish a private right of action against the Sponsor of PTAAN as set forth in NRS 388A.223(4). The Parties also acknowledge that pursuant to NRS 388A.366(1)(1), the PTAAN must hold harmless, indemnify and defend the Sponsor against any claim or liability arising from an act or omission by the Governing Body of PTAAN or an employee or officer of PTAAN. Further, an action at law may not be maintained against the Sponsor for any cause of action for which PTAAN has obtained liability insurance.

d. Indemnification of PTAAN. To the extent permitted by applicable law, Contractor shall hold PTAAN and its governing body members, officers, directors, successors, assigns, employees, and agents (the "PTAAN Indemnified Persons") harmless and indemnify each of them from and against any and all claims, losses, damages, liabilities, penalties, fines, expenses or costs ("Claims"), plus reasonable attorneys' fees and expenses incurred in connection with Claims and/or enforcement of this Agreement, plus interest from the date incurred through the date of payment at the prime lending rate as published in The Wall Street Journal, from time to time prevailing (collectively, the "Indemnified Claims"), incurred or to be incurred by any PTAAN Indemnified Persons resulting from or arising out of, directly or indirectly, any breach or violation of Contractor's representations, warranties, covenants, or agreements contained in this Agreement, or as a result of personal injury, criminal acts, property damage, civil penalties, or fines proximately caused, in whole or in part, by the acts or omissions of Contractor and/or its officers, directors, employees, or volunteers conducting activities authorized under or contemplated by this Agreement, except to the extent caused by the gross negligence or willful misconduct of any PTAAN Indemnified Persons.

e. Indemnification of Contractor. To the extent permitted by applicable law, PTAAN shall hold Contractor and its officers, directors, successors, assigns, and agents of each of them (the "Contractor Indemnified Persons"), harmless and indemnify each of them from and against any and all Indemnified Claims incurred or to be incurred by any of Contractor Indemnified Persons resulting from or arising out of, directly or indirectly, any breach or violation of PTAAN's representations, warranties, covenants or agreements contained in this Agreement, or as a result of personal injury, criminal acts, property damage, civil penalties, or fines proximately caused, in whole or in part, by the acts or omissions of Contractor and/or its officers, directors, employees, or volunteers conducting activities authorized under or contemplated by this Agreement, except to the extent caused by the gross negligence or willful misconduct of any Contractor Indemnified Persons.

f. Limited Liability and Indemnification following Stay or Termination for Specified Reasons. If the Parties become compelled by subpoena, court order, temporary restraining order, injunction, or other similar process to stay or terminate this Agreement, or any terms, obligations, or portions thereof, or the services to be provided by Contractor hereunder, or which requires that the services to be provided by Contractor be competitively bid pursuant to the requirements of NRS Chapter 332 or otherwise under Nevada law, then Contractor agrees to indemnify, defend, and hold PTAAN, its governing body members, employees, agents, and volunteers, and the Sponsor (the SPCSA), its Board Members, employees, agents, and volunteers harmless from and against any and all liability, loss, and costs arising from the challenge or lawsuit and agrees to terminate or stay this Agreement at the written request of PTAAN or the Sponsor.

g. Limitations on Damages and Warranties.

i. PTAAN EXPRESSLY UNDERSTANDS AND AGREES THAT CONTRACTOR MAKES NO WARRANTIES OF ANY KIND OR TYPE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Notwithstanding anything in this Agreement to the contrary, in no event shall Contractor be liable in any way to PTAAN and the PTAAN Charter School for any Claims related in any way to the quality or the provision of the Services provided by Contractor to PTAAN pursuant to this Agreement, except as provided in Section 8(e)(ii) below.

ii. Notwithstanding anything in this Agreement to the contrary and regardless of the nature of any claim or the form of any action that PTAAN may bring against Contractor as a result of or arising out of actions, errors or omissions of Contractor in failing to provide Services

("Defective Service"), PTAAN's sole remedy shall be: (i) to demand that Contractor provide or arrange for providing the Services in accordance with this Agreement, or (ii) if Contractor cannot comply with (i) and the reason is not because of force majeure as described below, reimbursement of the relevant portion of the Service Fee that PTAAN paid to Contractor for such Defective Service; provided, that with respect to a School Year, in no event shall Contractor be required to reimburse PTAAN an amount in excess of the Service Fee for such School Year. For purposes of this Section 8(e)(ii) the "relevant portion of the Service Fee" shall equal the actual documented costs incurred by PTAAN to retain a third party to provide such Service during the applicable portion of the School Year for which such Service is required. Any reimbursement under this Section 8(e)(iii) must first be reduced by amounts that PTAAN owes to Contractor before the actions, errors or omission of Contractor giving rise to the claims. If PTAAN has not paid the Service Fee for the month the Defective Service occurs, PTAAN's obligation to pay the relevant portion of the Service Fee for the Defective Service shall be cancelled (at which time, the obligation of Contractor to provide such Services shall be cancelled).

iii. Any other term, covenant or condition of this Agreement to the contrary notwithstanding, each of PTAAN and Contractor, and their respective governing body members, officers, directors, employees and agents retain their statutory governmental, official and any other immunity provided pursuant to the laws of the State and do not waive the defenses of governmental and official immunity derived from such laws.

h. Indemnification of Third-Party Claims. The obligations and liabilities of any Party to indemnify the other under this Section 8 with respect to a Claim relating to or arising from third parties (a "Third Party Claim") shall be subject to all applicable law and to the following terms and conditions:

i. Notice and Defense. The Party to be indemnified (the "Indemnified Party") will give the Party from whom indemnification is sought (the "Indemnifying Party") prompt written notice of any such Third Party Claim, and the Indemnifying Party may undertake the defense thereof by representatives chosen by it. Failure to give notice shall not affect the Indemnifying Party's duty or obligations under this Section 8, except to the extent the Indemnifying Party is prejudiced thereby. If the Indemnifying Party undertakes the defense of a Third Party Claim, then the Indemnifying Party shall be deemed to accept that it has an indemnification obligation under this Section 8.f with respect to such Third Party Claim, unless it shall in writing reserve the right to contest its obligation to provide indemnity with respect to such Third Party Claim. So long as the Indemnifying Party is defending any such Third Party Claim actively and in good faith, the Indemnified Party shall not settle such Third Party Claim. The Indemnified Party shall make available to the Indemnifying Party or its representatives all records and other materials required by them and in the possession or under the control of the Indemnified Party, for the use of the Indemnifying Party and its representatives in defending any such Third Party Claim, and shall in other respects give reasonable cooperation in such defense.

ii. Failure to Defend. If the Indemnifying Party, within thirty (30) days after notice of any such Third Party Claim, fails to dispute the obligation of the Indemnifying Party with respect to such Third Party Claim and fails to defend such Third Party Claim actively and in good faith, then the Indemnified Party will (upon written notice to the Indemnifying Party) have the right to undertake the defense, compromise or settlement of such Third Party Claim or consent to the entry of a judgment with respect to such Third Party Claim, on behalf of and for the account and risk of the Indemnifying Party, and the Indemnifying Party shall thereafter have no right to challenge the Indemnified Party's defense, compromise, settlement or consent to judgment therein.

iii. Indemnified Party's Rights. Anything in this Section 8.f to the contrary notwithstanding, (i) if there is a reasonable probability that a Third Party Claim may materially and

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adversely affect the Indemnified Party other than as a result of money damages or other money payments, the Indemnified Party shall have the right to defend, compromise or settle such Third Party Claim, and (ii) the Indemnifying Party shall not, without the written consent of the Indemnified Party, settle or compromise any Third Party Claim or consent to the entry of any judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party of a release from all liability in respect of such Third Party Claim.

i. Payment.

i. With regard to Indemnified Claims between the Parties, Contractor shall promptly pay the PTAAN Indemnified Persons any amounts due under Section 8.c, and/or PTAAN shall promptly pay the Contractor Indemnified Persons any amounts due under Section 8.d. In the event that the Indemnified Claims between the Parties are disputed in whole or in part, then upon judgment, determination, and settlement or compromise of such Indemnified Claims, the Party from whom indemnification is sought shall promptly pay the Party to be indemnified, the amounts so determined by judgment, determination, settlement or compromise.

ii. With regard to a Third Party Claim, the Indemnifying Party shall promptly pay the Indemnified Party any amount due under this Section 8. Upon judgment, determination, settlement or compromise of any Third Party Claim, the Indemnifying Party shall pay promptly on behalf of the Indemnified Party, and/or to the Indemnified Party in reimbursement of any amount theretofore required to be paid by it, the amount so determined by judgment, determination, settlement or compromise and all other Claims of the Indemnified Party with respect thereto, unless in the case of a judgment an appeal is made from the judgment. If the Indemnifying Party desires to appeal from an adverse judgment, then the Indemnifying Party shall post and pay the cost of the security or bond to stay execution of the judgment pending appeal. In the event of any payment under this Agreement, the Indemnifying Party shall be subrogated to the extent of such payment to all of the rights of recovery of any Indemnified Party, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Indemnifying Party to bring suit to enforce such rights. The Indemnifying Party may not waive any such subrogation rights in settlement.

j. Adjustment of Liability. In the event an Indemnifying Party is required to make any payment under this Section 9 in respect of any damages, liability, obligation, loss, claim, or other amount indemnified hereunder, such Indemnifying Party shall pay the Indemnified Party an amount which is equal to the sum of (i) the amount of such damages, liability, obligation, loss, claim or other amount, minus (ii) the amount of any insurance proceeds the Indemnified Party actually receives with respect thereto, minus (iii) any third party payments actually received by the Indemnified Party with respect to such damages, liability, obligation, loss, claim or other amount after demand or notice to such third party from the Indemnifying Party (with the consent of the Indemnified Party which will not be unreasonably withheld).

## 9. TERM AND TERMINATION

a. Term. This Agreement shall have an initial term commencing on July 1, 2022 (the “*Effective Date*”) and ending on June 30, 2024 (the “*Expiration Date*”) (collectively the “*Initial Term*”), and may be renewed for an additional renewal term consistent with the school’s charter contract with the SPCSA upon the agreement of both Parties and a public meeting to be held by the Governing Body of PTAAN consistent with the provisions of NAC 388A.575.

b. Termination by PTAAN. PTAAN may terminate this *Agreement* in accordance with the following provisions:

i. Termination for Cause. Subject to the provisions of Section 9.b.ii below, *PTAAN* may terminate this *Agreement* for cause at any time during the *Term*. For purposes of this Section 9.b, the term “*for cause*” shall mean:

(A) Contractor becomes insolvent, enters into receivership, is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors;

(B) Contractor violates any material provision of law with respect to PTAAN from which PTAAN was not specifically exempted;

(C) Contractor materially breaches any of the material terms and conditions of this Agreement;

(D) The Parties are unable to mutually agree upon the Service Fee payable to Contractor during any Renewal Term;

(E) Contractor’s corporate status is revoked or its authorization to conduct business in Nevada is forfeited; or

(F) The enactment, repeal, promulgation or withdrawal of any federal, State or local law, regulation, or court or administrative decision or order finding that this Agreement, the operation of PTAAN in conformity with this Agreement or any PTAAN Charter with the Sponsor violates PTAAN’s, the Sponsor’s or the State’s responsibilities, duties or obligations under the federal or State constitutions, statutes, laws, rules or regulations, or any contract or agreement.

ii. Contractor Right to Cure. Prior to exercising its right to terminate this Agreement pursuant to Section 9.b.i, PTAAN shall give Contractor written notice of its basis for terminating this Agreement (a “Termination Notice”). If the termination is “for cause”, the Termination Notice shall specify the section of this Agreement upon which PTAAN is relying for the termination and the requirements for correction of the breach. Upon receipt of the Termination Notice, Contractor shall have sixty (60) days to remedy the breach. If the breach is not corrected within the cure period, PTAAN may immediately terminate the Agreement.

c. Termination by Contractor. Contractor may terminate this Agreement in accordance with the following provisions:

i. Termination for Cause. Subject to the provisions of Section 9.c.ii below, Contractor may terminate this Agreement for cause at any time during the Term. For purposes of this Section 9.c.i, the term “for cause” shall mean that:

(A) PTAAN materially breaches any of the material terms and conditions of this Agreement;

(B) PTAAN fails to comply with its Bylaws and such failure materially and adversely affects the ability of PTAAN to operate as contemplated by this Agreement;

(C) PTAAN violates any material provision of law with respect to PTAAN from which PTAAN was not specifically exempted;

(D) PTAAN takes any action which materially interferes with the ability of Contractor to perform under this Agreement;

(E) The Sponsor notifies either Party of its intention to terminate, restart, or non-renew the PTAAN Charter Contract, or does so;

(F) The State notifies either Party of its intention to terminate, restart or non-renew the PTAAN Charter Contract between the Sponsor and PTAAN pursuant to State statute and rule, or does so;

(G) The Parties are unable to mutually agree upon the Service Fee payable to Contractor during any Renewal Term; or

(H) The enactment, repeal, promulgation, or withdrawal of any federal, State, or local law, regulation, or court or administrative decision, or order finding that this Agreement, the operation of PTAAN in conformity with this Agreement, or the PTAAN Charter Contract with the Sponsor, violates PTAAN's, the Sponsor's, or the State's responsibilities, duties, or obligations under the federal or State constitutions, statutes, laws, rules or regulations, or any contract or agreement.

ii. PTAAN Right to Cure. Prior to exercising its right to terminate this Agreement pursuant to Section 9.c.i, Contractor shall give PTAAN a Termination Notice specifying the section of this Agreement upon which Contractor is relying on for the termination and the requirements for correction of the breach. Upon receipt of the Termination Notice, PTAAN shall have sixty (60) days to remedy the breach. If the breach is not corrected within the cure period, Contractor may immediately terminate this Agreement.

d. Termination Upon Agreement of the Parties. This Agreement may be terminated upon written agreement of the Parties.

e. Termination by Loss of Charter Contract. This Agreement shall automatically terminate in the event that the PTAAN no longer possesses the PTAAN Charter Contract to operate a public charter school, including, but not limited to, termination, restart, or non-renewal of the PTAAN Charter Contract by the Sponsor pursuant to NRS 388A.285, NRS 388A.300, or NRS 388A.330.

f. Termination by Reconstitution of Governing Body. This Agreement may be terminated by the PTAAN in the event that the Governing Body of PTAAN is reconstituted by the Sponsor under NRS 388A.330.

g. Avoidance of Disruptions to Students. Notwithstanding the foregoing provisions of this Section 9, each Party shall use its good faith best efforts to avoid a termination of this Agreement that becomes effective during the School Year because of the disruption to the educational program and the students. Therefore, in the event this Agreement is terminated by either Party prior to the end of the Term, absent unusual and compelling circumstances (including when termination, restart, non-renewal, or reconstitution of the PTAAN Charter Contract requires the Agreement to be terminated during the School Year), the termination will not become effective until the end of the School Year.

h. Payment of *Service Fee*. Upon termination of this *Agreement*, PTAAN shall pay Contractor any previously due and unpaid portion of the Service Fee for Services performed by Contractor until the time of termination.

i. Assistance Following Termination by Contractor. In the event of termination of this Agreement by Contractor, Contractor shall provide reasonable assistance to PTAAN for the shorter of the remainder of the current School Year or ninety (90) days after the effective date of termination of this Agreement (the “Termination Assistance Period”), to assist in the transition to another service provider. During the Termination Assistance Period, Contractor will be entitled to receive and PTAAN shall continue to pay Contractor’s Service Fee and shall reimburse Contractor for all reasonable expenses incurred by PTAAN in providing such transition assistance.

j. Records upon Termination. Upon termination or expiration of this Agreement for any reason, Contractor shall give to PTAAN as soon as practicably possible all student, fiscal, and other PTAAN records.

k. Rights to Property upon Termination. Upon termination of this Agreement, anything purchased with DSA Funding (or other Charter School funds) shall remain the exclusive property of the PTAAN. Contractor shall have the right to reclaim any usable property or equipment (including, but not limited to, desks, computers, copying machines, fax machines, and telephones) that were purchased by Contractor with Contractor funds. Fixtures and building alterations or any kind are the sole property of the PTAAN. The above rights to property upon termination are subject to Nevada law including NRS 388A.306, NAC 388A.355, and NAC 388A.515.

## 10. PROTECTION OF STUDENT INFORMATION

The Parties each acknowledge that PTAAN is a Nevada public charter school subject to State and federal laws governing education. Contractor shall comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to Contractor with regard to the Services being provided by Contractor and regarding the protection of student records and other personally identifiable and/or confidential information, including but not limited to the federal Family Education Rights and Privacy Act (“FERPA”) and the Children’s Online Privacy and Protection Act (“COPPA”). As such the Parties agree to the following terms:

a. Contractor and PTAAN agree to protect student education records and other personally identifiable and/or confidential information in accordance with FERPA. 20 U.S.C. §1232g; 34 C.F.R. Part 99; NRS 392.029; NRS 388.272.

b. Ownership and Control of Education Records. The education records shall continue to be the property of and under the control of PTAAN .

c. “Personally identifiable information” or “PII” has the same meaning as defined under FERPA at C.F.R. § 99.3. For purposes of this Agreement, it includes any information that can be used on its own or with other information to (i) distinguish one person from another, or (ii) identify, contact, or locate a single person, or de-anonymize anonymous data.

d. “Education record” has the same meaning as defined under FERPA at C.F.R. § 99.3. For purposes of this Agreement, education record includes both any information directly related to a student that is maintained by PTAAN and information acquired directly from the student through the use of instructional software or applications assigned to the student by a Charter Authority or other PTAAN employee. Education record does not mean de-identified information, including aggregated de-identified information, used by Contractor (i) to improve educational products for adaptive learning purposes and for customizing student

learning, (ii) to demonstrate the effectiveness of Contractor's products in the marketing of those products, or (iii) for the development and improvement of educational sites, services or application.

e. "De-identified information" means information that cannot be used to identify an individual student.

f. "School official" has the same meaning as defined under FERPA at C.F.R. § 99.3(a)(1), and includes contractors, consultants, volunteers, or other parties to which an educational institution has outsourced institutional services or functions.

g. SSS Education Corp. (Contractor) is a contractor or outside service provider with whom PTAAN has outsourced institutional services or functions that it would otherwise use employees to perform, including, but not limited to, the provision of educational services and programs to the charter school and students. 20 U.S.C. § 1232g(b)(1); 34 C.F.R. § 99.31(a)(1). For purposes of FERPA, Contractor constitutes a school official with a legitimate educational interest in obtaining access to education records, and will only have access to those particular education records in which they have a legitimate educational interest. 20 U.S.C. § 1232g(b)(1); 34 C.F.R. § 99.31(a)(1).

h. Contractor will be under the direct control of PTAAN with respect to the maintenance and use of personally identifiable information from education records provided under this Agreement. 34 C.F.R. § 99.31(a)(1).

i. Use of Student Records. Contractor shall not collect, use, or disclose any information in the student records for any purpose other than those required or specifically permitted by this Agreement.

j. Contractor is subject to the same conditions on the use and redisclosure of personally identifiable information from education records that govern other school officials, including, without limitation, 20 U.S.C. § 1232g, 34 C.F.R. § 99.31(a)(1), 34 C.F.R. § 99.33(a) and (b), and NRS 388.272.

k. Contractor will not (i) use student personally identifiable information for advertising purposes (including targeted marketing and advertising) (ii) use student personally identifiable information to amass a profile about a student except in furtherance of the services provided under this agreement; or (iii) sell student personally identifiable information.

l. Notwithstanding the foregoing, and consistent with FERPA, Contractor may use and disclose both aggregate and de-identified data; provided, however, that Contractor agrees not to attempt to re-identify the data and not to disclose such data to any third party unless that third party agrees not to attempt to re-identify the data.

m. Ownership and Control of Student-Generated Content. To the extent Services provided by Contractor contain any student-generated content from the students of the PTAAN Charter Schools, the students may retain possession and control of their own student-generated content, or may transfer student-generated content to a personal account. In such case, PTAAN shall promptly notify and forward a copy of any such student request to Contractor, and Contractor will process the written request and work with PTAAN to return the student-generated content in a format acceptable to PTAAN within five (5) business days after Contractor receives PTAAN's request. For purposes of this Agreement, "student-generated content" includes essays, research reports, portfolios, creative writing, music or other audio files, photographs and account information that enables ongoing ownership of student content but

does not include student responses to a standardized assessment where student possession and control would jeopardize the validity and reliability of that assessment.

n. **Review of Student Records.** A parent or legal guardian, or eligible student (meaning a student who has reached 18 years of age) may review personally identifiable information in the student's records and correct erroneous information by notifying either PTAAN's or Contractor's student services department in writing of such request. PTAAN will meet with the parent, legal guardian or eligible student to review and correct any information in the student's records that can be changed in accordance with PTAAN's policy. PTAAN will notify Contractor of the need to review student records and/or make corrections to any student records in writing. Corrections or changes to student records must follow PTAAN's policies. Contractor shall provide records and/or correct such errors within five (5) business days of receipt of written notice. Contractor shall cooperate with PTAAN to review and/or correct student records.

o. Contractor acknowledges that it provides training for its employees about FERPA and how to protect education records, and that it has appropriate disciplinary policies for employees that violate FERPA.

p. PTAAN has the right to conduct audits or other monitoring activities of the Contractor's procedures and systems, subject to Contractor's agreement for frequency and schedule, not to be unreasonably withheld. 34 C.F.R. § 99.31(a)(1).

q. **Security and Confidentiality of Student Records.** Contractor also acknowledges that it has a sound data security plan and data stewardship program. Contractor agrees to hold student records in strict confidence. Contractor shall not use or disclose student records received from or on behalf of PTAAN except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by PTAAN. Contractor agrees that it will protect the student records it receives from or on behalf of PTAAN according to commercially acceptable standards and no less rigorously than it protects its own confidential information, but agrees that it will protect the student records at least to the level required by FERPA. Contractor will designate and train responsible individuals to ensure the security and confidentiality of student records. Contractor shall develop, implement, maintain, and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted student records received from or on behalf of PTAAN. Student records shall not be stored or transmitted outside of the United States.

r. **Unauthorized Disclosure Notification Process.** Contractor, within one (1) business day of discovery, shall report to PTAAN any use or disclosure of student records not authorized by this Agreement. Contractor's report shall identify (i) the nature of the unauthorized use or disclosure, (ii) the student records used or disclosed, (iii) who made or is believed to have made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do mitigate any effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide to PTAAN such other information, including written reports as reasonably requested by PTAAN. If the nature of the breach reported to PTAAN involves an unauthorized disclosure of student records, the parties will work together to prepare and send, within five (5) business days, written notification to the parents, legal guardians or eligible student detailing the breach and the next steps to be taken to address the specific unauthorized disclosure. Compliance with these requirements shall not, in itself, absolve Contractor of liability, if any, in the event of an unauthorized disclosure of student records.

s. In the event that PTAAN is compelled by law to furnish information or records in the possession of Contractor, Contractor promptly shall furnish such information and records to PTAAN

and PTAAN shall have the right to release such information and records to the extent that the release is lawfully required.

t. Certification of Non-Retention and Destruction of Student Records. Contractor agrees that it will transfer to PTAAN all student records and personally identifiable information within its possession, custody, or control within sixty (60) days following: (a) the termination, cancellation, expiration or other conclusion of this Agreement; (b) the time that such information is no longer needed for the purposes for which this Agreement was conducted; or (c) upon notice from PTAAN. All records stored electronically must be provided to PTAAN in a format that is compatible with the information technology systems of PTAAN. After transfer of the student personally identifiable information to PTAAN, Contractor must destroy all remaining copies of that information within its possession, custody, or control. However, Contractor shall not destroy any student records without express prior written permission of PTAAN. Contractor shall comply with all known litigation or orders to preserve student records. All student and school records of PTAAN shall be stored in Nevada and accessible to the Sponsor and charter school as required by Nevada law.

u. Pursuant to NRS 388.272, PTAAN may terminate this Agreement and seek payment of monetary damages for any intentional or grossly negligent noncompliance with the terms of Section 10 of this Agreement.

#### 11. KEY PERFORMANCE INDICATORS

a. Metrics for Evaluation. PTAAN has established various elements to evaluate the performance of Contractor in the provision of its services to the PTAAN. To establish the proper foundation and framework for this evaluation, the following metrics will be considered by PTAAN in evaluating the performance of Contractor:

1. Student Retention & Count (the number of students enrolled as of the period of measurement and the number of students that re-enroll the following year)- the Board will rate Contractor's performance in this area on a scale of 1-5 with "1" being low and unsatisfactory and "5" being high and the Board being fully satisfied  
:

##### Retention Rating Chart

<u>Re-Enrollment Percentage</u>	<u>Rating</u>
<u>80% or More</u>	<u>5</u>
<u>70-79%</u>	<u>4</u>
<u>60-69%</u>	<u>3</u>
<u>50-59%</u>	<u>2</u>
<u>49% and Less</u>	<u>1</u>

2. MAP Growth (a framework and set of methods measure the growth and performance of the student in multiple academic areas)- the Board will monitor MAP Growth via testing scores for continued aggregate growth and improvement with the goal of 80% of students being on or above grade level by PTAAN's third year of operation in Nevada. Contractor's performance in this area on a scale of 1-5 with "1" being low and unsatisfactory and "5" being high and the Board being fully satisfied;

MAP Growth Rating Chart

<u>Map Growth</u>	<u>Rating</u>
<u>80% or More Above Grade Level</u>	<u>5</u>
<u>70-79% Above Grade Level</u>	<u>4</u>
<u>60-69% Above Grade Level</u>	<u>3</u>
<u>50-59% Above Grade Level</u>	<u>2</u>
<u>49% and Less Above Grade Level</u>	<u>1</u>

3. ELL Performance (English Language Learner measurement as determined by the WIDA framework)- the Board will monitor ELL Growth via the WIDA framework for continued aggregate growth and improvement;

ELL Student Growth Rating Chart

<u>ELL Student Growth</u>	<u>Rating</u>
<u>80% or show growth of at least 10%</u>	<u>5</u>
<u>70-79% show growth of at least 10%</u>	<u>4</u>
<u>60-69% show growth of at least 10%</u>	<u>3</u>
<u>50-59% show growth of at least 10%</u>	<u>2</u>
<u>49% or less and show growth of at least 10%</u>	<u>1</u>

4. Academic Staff Growth and Retention (measured by evaluating the number of returning teachers, coaches and academically specific staff)- the Board will review staff retention numbers on an annual basis and Contractor’s ability to retain staff year of year will be rated on a scale of 1-5 with “1” being low and unsatisfactory and “5” being high and the Board being fully satisfied;

Staff Retention Growth Rating Chart

<u>Staff Growth and Retention</u>	<u>Rating</u>
-----------------------------------	---------------

90% or More of Staff Renew Contract	5
75-89% of Staff Renew Contract	4
65-74% of Staff Renew Contract	3
55-64% of Staff Renew Contract	2
54% and Less of Staff Renew Contract	1

5. Attendance (measured by the enrolled student' daily school attendance as of the period of membership- the Board will review attendance metrics and rate Contractors' ability to ensure that students are attending school on a regular basis and will rate the same on a scale of 1-5 with "1" being low and unsatisfactory and "5" being high and the Board being fully satisfied ; and

Attendance Rating Chart

<u>Attendance Rating</u>	<u>Rating</u>
90% or More Students have at least 90% attendance	5
80-89% Students have at least 90% attendance	4
70-79% Students have at least 90% attendance	3
60-69% Students have at least 90% attendance	2
59% or Less Students have at least 90% attendance	1

6. School Climate & Culture (measured by evaluating the mood and expectations of those interacting with the school on a regular basis). Results of annual surveys will be provided to the Board and provide a basis for the ratings described below.

Surveys Evaluated by board and rated

<u>Survey Satisfaction</u>	<u>Rating</u>
85% or more surveys show satisfaction	5
75-84% surveys show satisfaction	4
64-74% surveys show satisfaction	3
50-64% surveys show satisfaction	2

49% or less surveys show satisfaction	1
---------------------------------------	---

b. Contractor desires to maximize student performance and achievement through the services, leadership and management it provides to PTAAN. Similarly, the Governing Body desires to see continued growth and achievement in its students through the support and efforts of Contractor. At the end of each academic year, the Governing Body will evaluate the performance of Contractor through an assessment of the six (6) performance metrics identified in Section 11.a. of this Agreement. Contractor agrees that if it does not show documented success as determined by the Governing Body in four (4) or more of the performance metrics identified in Section 11.a., Contractor will provide a Service Fee refund to PTAAN at the end of the fiscal year. If three (3) or fewer of the performance metrics are satisfied following Governing Body evaluation, Contractor agrees to provide a refund of 1% of its annual Service Fee to PTAAN at the close of the fiscal year. If two (2) or fewer of the performance metrics are satisfied following Governing Body evaluation, Contractor agrees to provide a refund of 2% of its annual Service Fee to PTAAN at the close of the fiscal year.

c. In addition to the evaluation criteria set forth above, the Governing Body shall, not later than 60 days after the end of each school year, review the performance of Contractor to determine whether Contractor is performing in a manner that satisfies the terms and conditions of the charter contract, including, without limitation, the financial and organizational performance of the Contractor and the satisfaction of the goals of the charter school. Due to the importance of the financial and organizational health of the school, the following metrics will be utilized.

Contractor Financial Performance

<u>Financial Performance</u>	<u>Rating</u>
<u>School Operations are conducted with costs and expenses less than budget approved by Board</u>	<u>Exceeds Expectations</u>
<u>School Operations are conducted with costs and expenses consistent with budget approved by Board</u>	<u>Satisfactory</u>
<u>School Operations are conducted with costs and exceed budget approved by Board</u>	<u>Unsatisfactory</u>

Contractor Operational Performance

<u>Operational Performance</u>	<u>Rating</u>
<u>Contractor provides all reports to SPCSA and Board in advance of agreed upon deadlines.</u>	<u>Exceeds Expectations</u>
<u>Contractor provides all reports to SPCSA and Board in a timely consistent with agreed upon deadlines.</u>	<u>Satisfactory</u>

Contractor provides all reports to SPCSA and Board late and/or misses agreed upon deadlines.	Unsatisfactory
--	----------------

If the Contractor is not performing in a satisfactory manner, the Governing Body shall require Contractor to prepare, in consultation with the Governing Body, a plan of corrective action for Contractor. The plan must include the steps which will be taken by Contractor to ensure that it performs in a manner which satisfies the terms and conditions of the charter contract, including, without limitation, the satisfaction of the goals of the charter school.

**12. MISCELLANEOUS**

a. Governing Law. This *Agreement* shall be governed by, construed, interpreted and enforced in accordance with the laws of the *State of Nevada*, without giving effect to the principles of conflict of laws thereof. The *Parties* hereby irrevocably waive any objection which either may now or hereafter have to the laying of venue of any actions or proceedings arising out of or in connection with this Agreement brought in the courts of the *State of Nevada* and hereby further irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

b. Alternative Dispute Resolution.  
 Good Faith Negotiation of Disputes. The *Parties* agree to cooperate in good faith in all actions relating to this *Agreement*, to communicate openly and honestly, and generally to attempt to avoid disputes. If, nevertheless, a dispute arises in connection with this *Agreement*, either *Party* may give notice to the other *Party* of intent to negotiate, and the parties agree to use their best efforts to resolve such dispute in a fair and equitable manner. In the event any dispute or claim arising out of or relating to this *Agreement* or the relationship resulting in or from this *Agreement* (a “*Dispute*”), is unable to be resolved by the *Parties* (or if one of the *Parties* refuses to participate in such negotiations) within twenty (20) days from the notice of intent to negotiate, either *Party* may give written notice to the other (in accordance with Section 11.j) that the *Dispute* shall be submitted to mediation by a neutral mutually agreed-upon licensed Nevada attorney or retired judge. The *Parties* agree to split any mediation expenses. If the *Parties* do not agree to a third party neutral within 20 days of notice to the other side of the intent to mediate, either *Party* may submit a request to mediate to the Las Vegas, Nevada office of JAMS so that a mediator can be assigned. If mediation is not successful, the *Parties* agree to resolve the Dispute *via* arbitration by a neutral mutually agreed-upon licensed Nevada attorney or retired judge. If the *Parties* do not agree to a third party neutral within 20 days of notice to the other side of the intent to arbitrate, either *Party* may submit a request to arbitrate to the Las Vegas, Nevada office of JAMS so that an arbitrator can be assigned. The *Parties* agree to split any arbitration expenses.

i. Notices. All *Notices* (defined below), mediation, arbitration and/or dispute claims, responses, requests and documents will be sufficiently given or served if mailed or delivered in the manner described in the notice provision of this *Agreement*.

ii. Excluded Claims. “*Excluded Claims*” means (i) any claim by either *Party* relating to its intellectual property rights; (ii) any claim by either *Party* arising under or related to the *Charter School Law*, or the Internal Revenue Code of 1986, as both may be amended, and (iii) any claim arising under or related to the protection of student information as detailed in Section 10.

c. Breach and Waiver. No failure on the part of any **Party** to enforce the provisions of this **Agreement** shall act as a waiver of the right to enforce any provision. Further, no waiver of any breach of this **Agreement** shall (a) be effective unless it is in writing and executed by the **Party** charged with the waiver, or (b) constitute a waiver of a subsequent breach, whether or not of the same nature. All waivers shall be strictly and narrowly construed. No delay in enforcing any right or remedy as a result of a breach of this **Agreement** shall constitute a waiver thereof. No waiver of any provision of this **Agreement** shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

d. No Third Party Beneficiary Rights. With the exception of the Sponsor, no third party, whether a constituent of PTAAN, a member of the community, a student or parent of a student of PTAAN or otherwise, may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, PTAAN or Contractor in this Agreement. This Agreement is not intended to create any rights of a third party beneficiary.

e. Negligent, Wrongful or Unlawful Acts of a Party. Nothing in this Agreement shall affect or alter in any way responsibility of either Party of this Agreement for the negligent, wrongful or unlawful act of that Party's employees, agents or contractors. Nothing herein shall constitute a waiver of PTAAN's governmental and sovereign immunity under Nevada law (including the provisions of NRS Chapter 41).

f. Delegation of Authority. Nothing in this Agreement shall be construed as delegating to Contractor any of the powers or authority of PTAAN or its Governing Body, which are not subject to delegation by PTAAN or the Governing Body under the Charter School Law, applicable State law or the PTAAN Charter Contract.

g. Compliance with Laws. Unless specifically waived by appropriate governmental authority, Contractor shall comply with all applicable laws, rules, regulations, ordinances, orders or other requirements of the State and any governmental authority relating to its delivery of the goods or services specified in this Agreement.

h. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated herein as an integral part of this Agreement.

i. Inspection and Access to Records. Upon reasonable notice, the Parties shall make available to each other and to the Sponsor for inspection and copying, all books, records, and documents relating to the Parties' obligations and performance under this Agreement.

j. Personnel. Pursuant to NRS 388A.393(1)(a), the Governing Body shall maintain the direct control over the hiring and/or dismissal of an administrator and financial officer of PTAAN. As part of its contracted services, Contractor shall train, coach, develop, and evaluate Charter School based personnel.

k. Sponsor Requirement. Pursuant to NAC 388A.570, Contractor shall inform each employee of its organization who may provide direct services to PTAAN that: (a) Contractor employees are not employees of the Governing Body; and (b) the provisions of NRS 388A.530, NRS 388A.533, NRS 388A.535, NRS 388A.538, NRS 388A.541, and NRS 388A.544 do not apply to an employee of Contractor or any person hired by Contractor to perform a service to PTAAN, including without limitation, the provision governing the status of employees of a charter school and their collective bargaining rights and benefits.

l. Notices. All notices, demands, consents or other communications (“Notices”) which either Party may be required or desire to give to the other Party shall be in writing and shall be deemed delivered when (a) personally delivered, (b) if mailed, five business days after deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested, (c) if delivered by a reputable overnight carrier, one business day after delivery to such carrier, or (d) if delivered by facsimile, on the date the facsimile transmission is confirmed, provided that, on such date, a separate copy is also delivered pursuant to clause (b) or (c). Delivery by mail, overnight carrier or facsimile shall be addressed to the Parties as follows:

- i. SSS Education Corp.  
4532 Livingston Ave  
Dallas TX 75205
- ii. PTAAN :  
1412 S Belt Line Rd  
Mesquite TX 75149

Any **Party** may change its address for notice by notice given in accordance with the foregoing provisions. Notwithstanding the manner of delivery, whether or not in compliance with the foregoing provisions, any notice, demand or other communication actually received by a **Party** shall be deemed delivered when so received.

m. Defined Terms and Use of Terms. All defined terms used in this **Agreement** shall be deemed to refer to the masculine, feminine, neuter, singular and/or plural, in each instance as the context and/or particular facts may require. Use of the terms “hereunder,” “herein,” “hereby,” and similar terms refer to this **Agreement**.

n. Section Headings. The headings in this **Agreement** are for the convenience of the parties only and shall have no effect on the construction or interpretation of this **Agreement** and are not part of this **Agreement**.

o. Exhibits and Schedules. Each exhibit and each schedule to this **Agreement** to which reference is made in this **Agreement** is hereby incorporated in this **Agreement** as an integral part thereof. In the event of a conflict between the terms and provisions of this **Agreement** and the terms and provisions of any exhibits or schedules, the terms and provisions of this **Agreement** shall control.

p. Entire Agreement. This **Agreement** constitutes the entire agreement between the **Parties** with respect to the subject matter herein, as of the **Effective Date**, and there are no understandings of any kind except as expressly set forth herein. Further, any and all prior understandings and agreements between the **Parties**, expressed or implied, written or oral, are superseded hereby.

q. Modifications and Amendments; No Parol Evidence. This **Agreement** (including any exhibits and schedules to this **Agreement**) is the entire agreement between the **Parties**, and may be altered, changed, added to, deleted from or modified only by agreement in writing by the **Parties**.

r. Assignment. Subject to Contractor’s right to subcontract for any of the Services as set forth in Section 3.b, this Agreement, including without limitation, the rights granted herein, may not be assigned, delegated, transferred, pledged, or hypothecated by either Party, whether voluntarily or involuntarily without the prior written consent of the other Party; provided, however, that with the prior

written consent of PTAAN , Contractor may assign its rights and obligations under this Agreement to another nonprofit organization that is (1) related to Contractor by legal, beneficial or equitable ownership or other means of control (such as parent/subsidiary or corporations under common control) and (2) dedicated to managing charter schools in the State. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their successors and assigns, and the name of a Party appearing herein shall be deemed to include the name of such Party's successors and assigns to the extent necessary to carry out the intent of this Agreement.

s. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both together shall be deemed to be one and the same agreement.

t. No Partnership. This Agreement does not constitute, and shall not be construed as constituting, a partnership or joint venture between the Parties.

u. Further Assurances. The Parties agree that they will execute and deliver or cause to be executed and delivered from time to time such other documents, including but not limited to a license in customary form, and will take such other actions as the other Party reasonably may require to more fully and efficiently carry out the terms of this Agreement.

v. Severability. In case any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision or part of a provision of this Agreement in such jurisdiction, but this Agreement shall be reformed and construed in any such jurisdiction as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein and such provision or part shall be reformed so that it would be valid, legal, and enforceable to the maximum extent permitted in such jurisdiction.

w. Force Majeure. Neither Party shall be liable to the other Party for any delay or failure of performance of this Agreement, other than the payment of any monies owed by one Party to the other (including the Service Fee), if the delay or failure is caused by an act of God, strike, lockout, or other labor dispute, epidemic, pandemic, weather conditions, earthquake, fire, flood, externally caused transmission interferences, satellite failure, war, riot, acts of terrorism, civil disturbance, or any other cause beyond the control of the non-performing Party. If a delay or failure of performance by a **Party** is caused by an event of force majeure, such **Party** shall notify the other **Party** and shall be released without any liability from its performance under this **Agreement** to the extent and for the period of time that such performance is prevented by the event of force majeure.

x. Negotiated Agreement. The provisions of this **Agreement** were negotiated by the Parties and this **Agreement** shall be deemed to have been drafted by the Parties, notwithstanding any presumptions at law to the contrary.

***SIGNATURES ON NEXT PAGE***

**IN WITNESS WHEREOF**, the Parties have executed and delivered this *Agreement* as of the date first written above.

SSS Education Corp.

By: \_\_\_\_\_

Name:

Title:

Pioneer Technology & Arts Academy *dba* PTAA Nevada\_

By: \_\_\_\_\_

Name:

Title:

**Exhibit 1**  
**Memorandum of Understanding**

## **Exhibit 2**

### **Insurance Coverage**

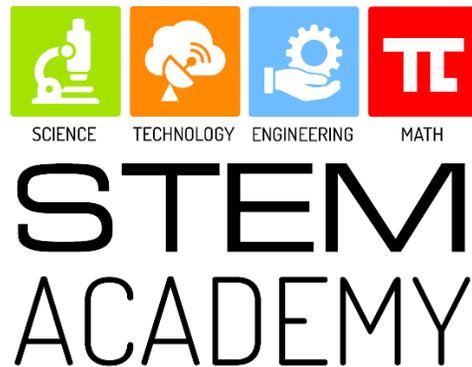
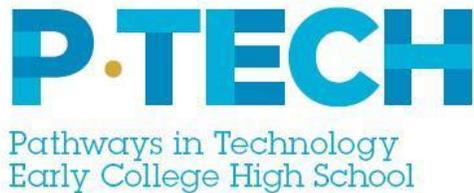
Prior to opening, the school will secure insurance coverage at the levels of coverage described herein and any additional insurance as deemed necessary by Nevada law or regulation.

- General liability insurance with a minimum coverage of \$1,000,000. ▪ including coverage for molestation and sexual abuse ▪ broad form policy, with the named insureds as follows: ▪ The sponsor of the charter school; ▪ All employees of the charter school, including, without limitation, former, present and future employees; ▪ Volunteers at the charter school; and ▪ Directors of the charter school, including, without limitation, executive directors.
- Umbrella liability insurance with a minimum coverage of \$3,000,000.
- Educators' legal liability insurance with a minimum coverage of \$1,000,000.
- Employment practices liability insurance with a minimum coverage of \$1,000,000.
- Employment benefits liability insurance with a minimum coverage of \$1,000,000.
- Insurance covering errors and omissions of the sponsor and governing body of the charter school with a minimum coverage of \$1,000,000.
- If applicable, motor vehicle liability insurance with a minimum coverage of \$1,000,000.
- If applicable, liability insurance for sports and athletic participation with a minimum coverage of \$1,000,000.

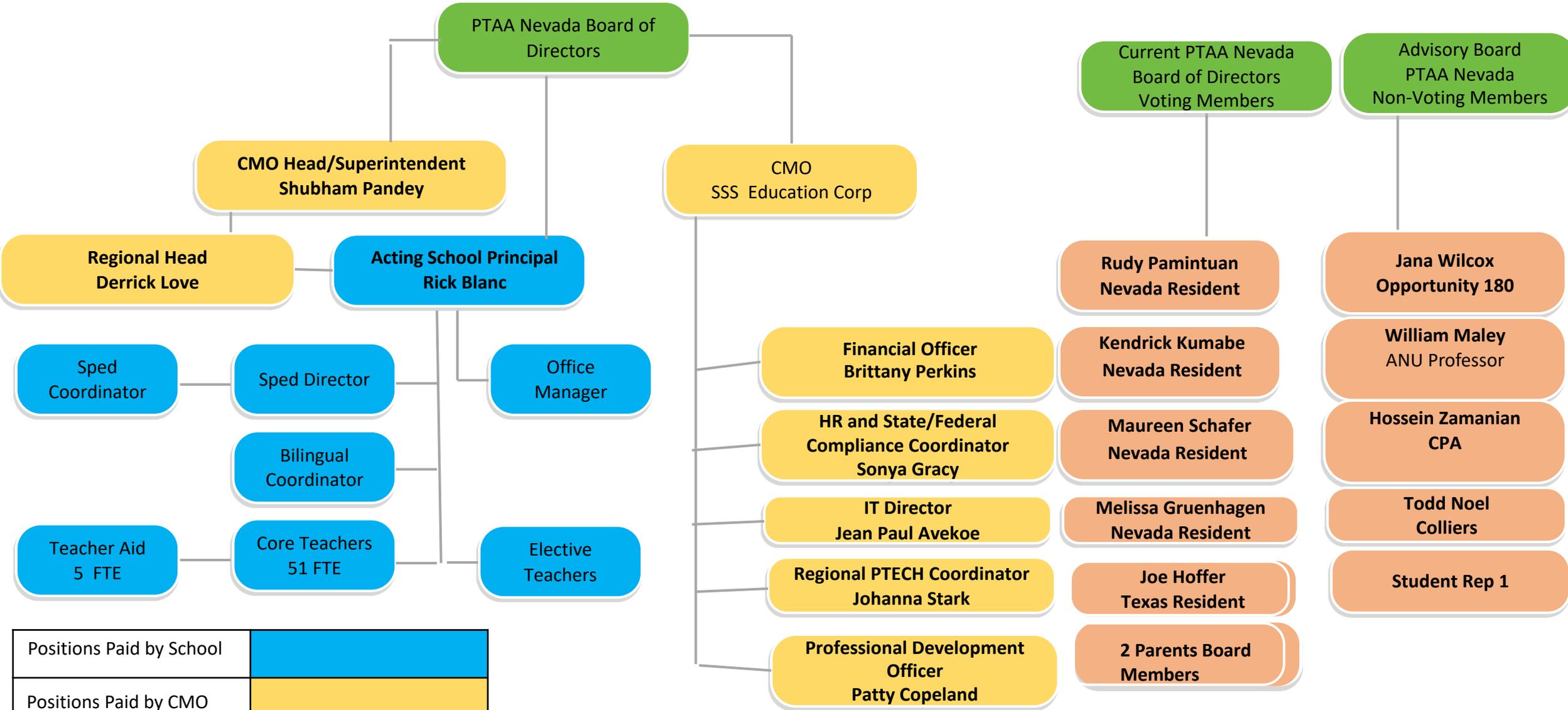


**PTAA/Nevada**

# ATTACHMENT 8

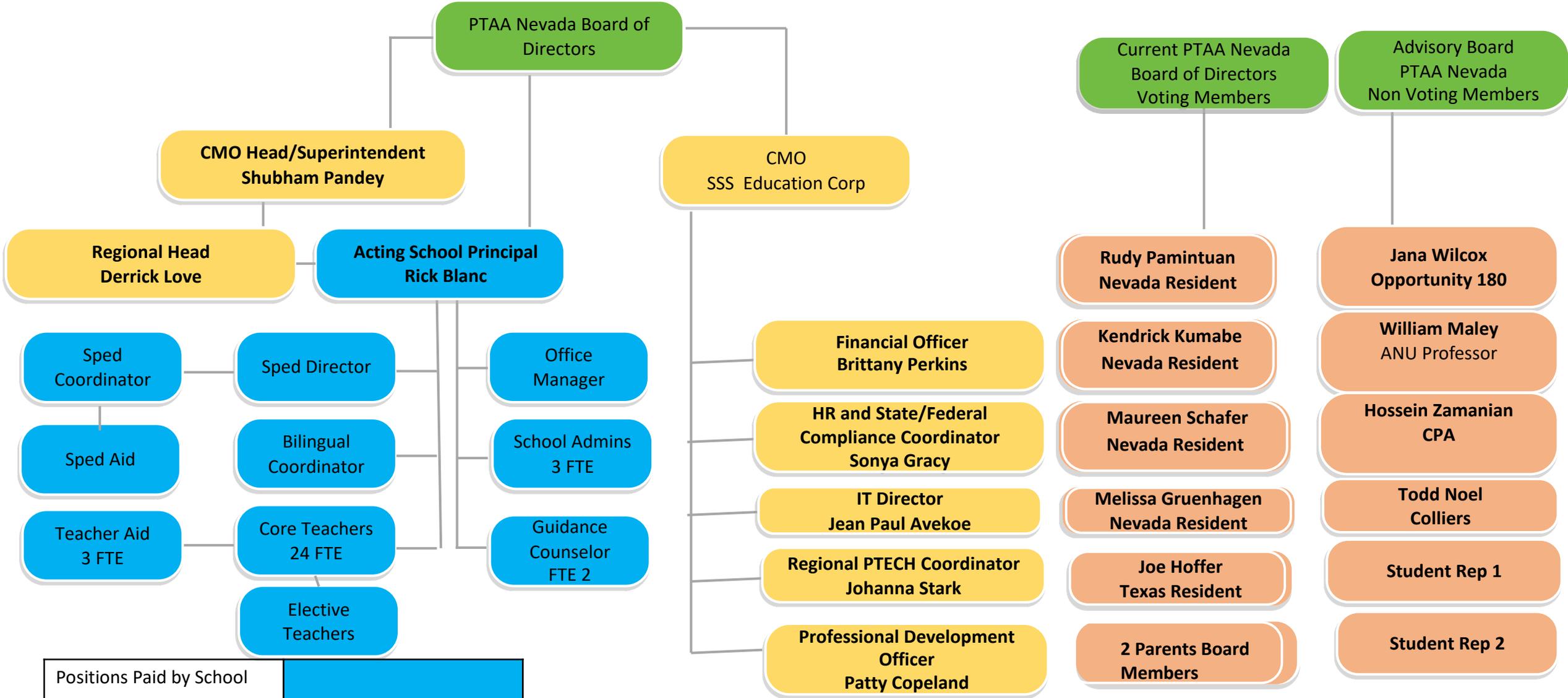


# PTAA Nevada Year 1 Organization Chart



Positions Paid by School	
Positions Paid by CMO	

# PTAA Nevada Year 3-6 Organization Chart



Positions Paid by School	
Positions Paid by CMO	

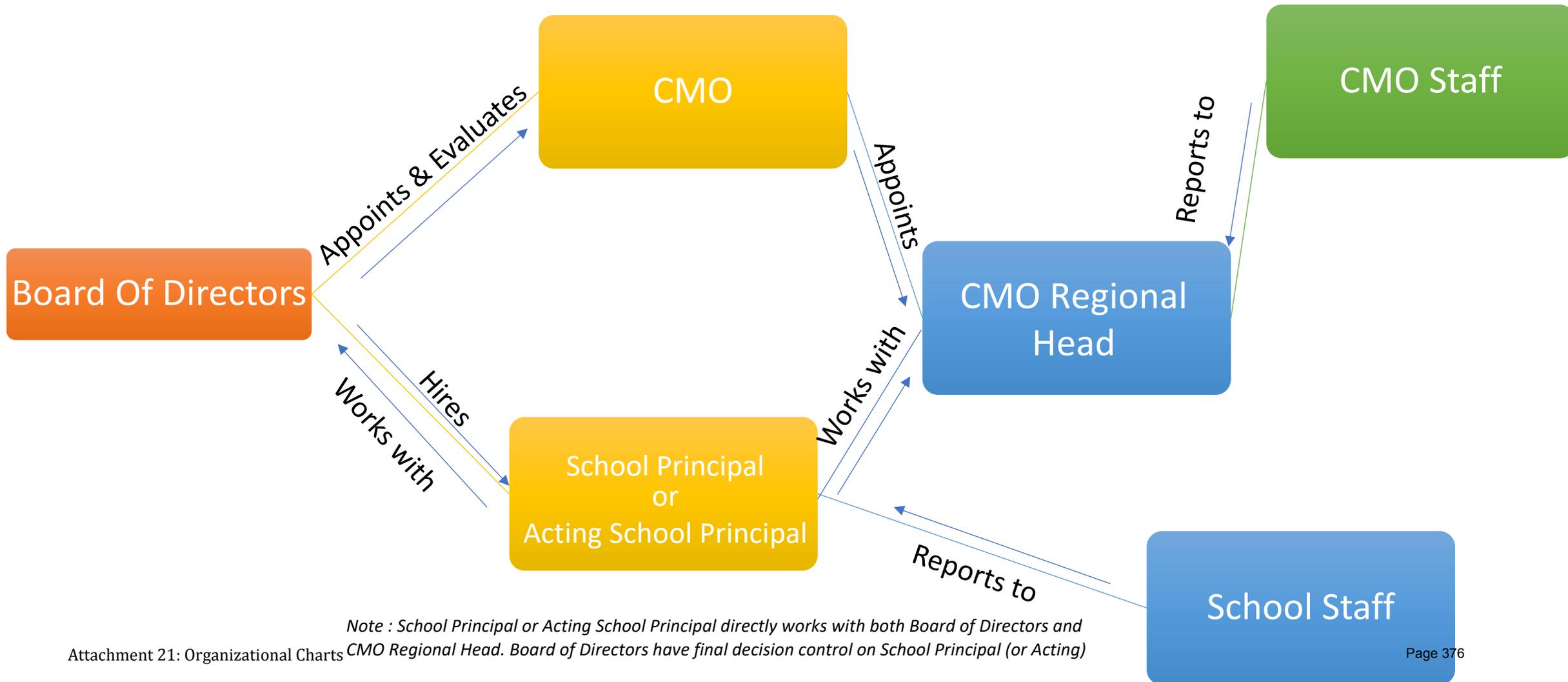
# Organization Depth Chart with hierarchy

	Job Description
Shubham Pandey	<ul style="list-style-type: none"> <li>Proposed CMO Head, reports to the School Board.</li> <li>Work with Principal, and CMO/School Staff.</li> </ul>
Derrick Love	<ul style="list-style-type: none"> <li>CMO Regional Head.</li> <li>Work with Principal, and staff on a daily basis.</li> </ul>
Rick Blanc	<ul style="list-style-type: none"> <li>Acting School Principal Reports to Board. (Position will be reinterviewed post charter approval)</li> <li>Works with staff directly.</li> <li>Responsible for Hiring all staff of the school.</li> </ul>
Brittany Perkins	<ul style="list-style-type: none"> <li>Provides direction for the oversight of the school's record keeping and accounting policies.</li> <li>Ensures the presentation of timely and meaningful financial reports to the board.</li> <li>Ensures the development of annual budget and its submission to the Board for its approval.</li> <li>Leads the monitoring of budget implementation.</li> <li>Oversees development and board review of financial policies and procedures.</li> <li>Leads the board in assuring compliance with federal, state and other financial reporting requirements.</li> </ul>
Sonya Gracy	<ul style="list-style-type: none"> <li>Maintains the work structure by updating job requirements and job descriptions for all positions.</li> <li>Supports organization staff by establishing a recruiting, testing, and interviewing program; conducting and analyzing exit interviews; and recommending changes.</li> <li>Prepares employees for assignments by establishing and conducting orientation and training programs.</li> <li>Ensures legal compliance by monitoring and implementing applicable human resource federal and state requirements, conducting investigations, maintaining records, and representing the organization at hearings.</li> <li>Enforces management guidelines by preparing, updating, and recommending human resource policies and procedures and submitting to Board for approval.</li> </ul>
Sonya Gracy	<ul style="list-style-type: none"> <li>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.</li> <li>Ensures school staff is in compliance from an operational standpoint and a legal standpoint.</li> <li>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.</li> <li>Acts as an independent reviewer and evaluator to ensure that compliance issues within the organization are being appropriately monitored, evaluated, investigated and reported.</li> </ul>

# Organization Depth Chart with hierarchy

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

# PTAA Nevada Decision Making Flow Chart



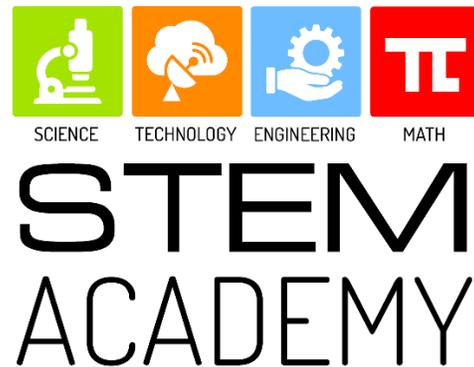
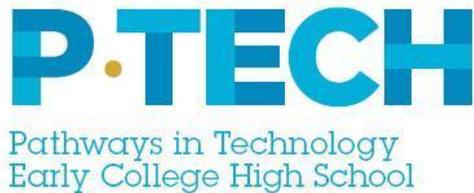
*Note : School Principal or Acting School Principal directly works with both Board of Directors and CMO Regional Head. Board of Directors have final decision control on School Principal (or Acting)*



**PTAA/Nevada**

# **ATTACHMENT 9**

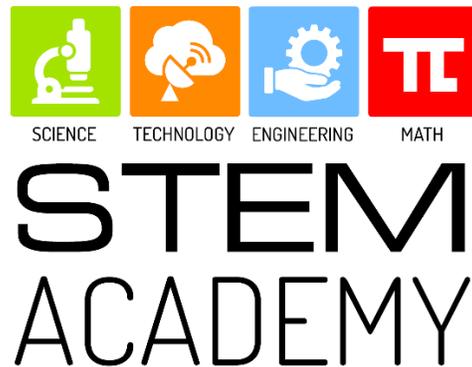
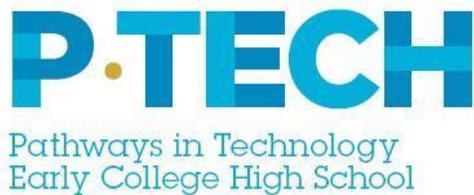
**(attached as separate excel workbook)**





**PTAA/Nevada**

# ATTACHMENT 10



**MEMORANDUM OUTLINING RESPONSIBILITIES DURING INCUBATION PERIOD**

This MEMORANDUM details services to be provided by SSS Education Corp. (“SSS Education”) prior to the opening of Pioneer Technology & Arts Academy dba PTAA Nevada (the “School”) to ensure the School is ready for a successful launch in fall 2021. It is intended that SSS Education will continue to have a role in the planning and development of the School subsequent to the application submittal prior to a formal management agreement or similar document being executed (“Incubation Period”).

The categories of service to be provided by SSS Education during the Incubation Period, specific details regarding such services and the individuals responsible for the same are detailed in the table below. All of the individuals identified in the table are employees of SSS Education with the exception of Derrick Love. Dr. Love is the intended Head of School for one of the School campuses planned for Nevada.

<b>Services to be Provided</b>	<b>Expectations</b>	<b>Person responsible</b>
<i>INSTRUCTION</i>		
	<ol style="list-style-type: none"> <li>1. Creating Scope and Sequence</li> <li>2. Creating Pacing Calendars</li> <li>3. Finalizing Curriculum Alignments</li> <li>4. Finalizing Professional Development</li> <li>5. STEM training Development</li> <li>6. Procuring curriculum</li> <li>7. Curriculum Distribution</li> </ol>	Shubham Pandey  Derrick Love
<i>TALENT</i>		
	<ol style="list-style-type: none"> <li>1. Hosting Job Fairs</li> <li>2. Sourcing sister schools teachers</li> <li>3. Hosting J1 Visa programs</li> <li>4. Hosting College Fairs</li> <li>5.</li> </ol>	Derrick Love
<i>OPERATIONS</i>		
	<ol style="list-style-type: none"> <li>1. Finalizing Facility</li> <li>2. Applying for any zoning changes</li> <li>3. Renovations</li> <li>4. Applying for construction financing</li> <li>5. Safety and security</li> <li>6. Food and shared transportations</li> <li>7. School Schedules</li> <li>8. After school programs</li> </ol>	Shubham Pandey
<i>TECHNOLOGY</i>		
	Server setup Cloud services	Jean Avekoe

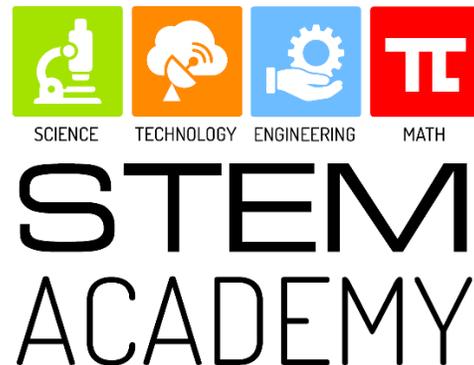
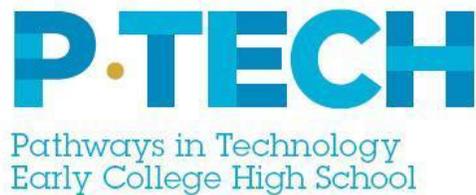
	Domain controller setup AP setup Workstations setup LAN and WAN connections	
<i>FINANCE</i>		
	Software setup Procedure setup Bank setup Fiscal Guidance policy setup state and Federal	Brittany Perkins
<i>PARENT &amp; COMMUNITY ENGAGEMENT</i>		
	Direct Mailers Online campaigns Open Houses Community seminars	Shubham Pandey
<i>SCHOOL SYSTEMS &amp; CULTURE</i>		
	Student System Website Setup Student policy setup Open Houses Uniform tryouts	Sonya Gracy
<i>OTHER</i>		
	HR Policies HR setup Payroll Setup	Sonya Gracy



**PTAA/Nevada**

# ATTACHMENT 11

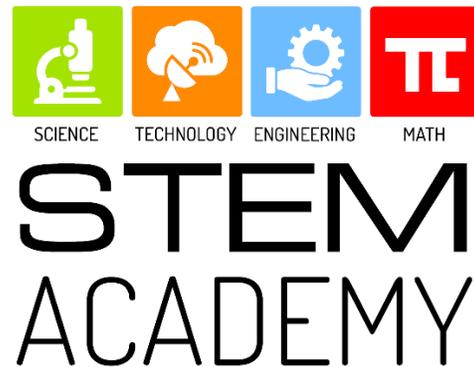
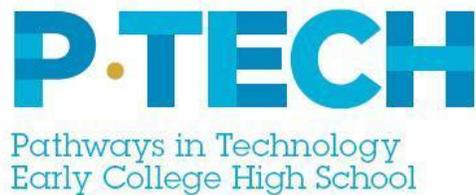
**(attached as separate excel workbook)**





**PTAA/Nevada**

# ATTACHMENT 12



## **LINE OF CREDIT AGREEMENT**

This Line of Credit Agreement (the "Agreement"), dated this \_\_12th\_\_ day of December, 2021, is by and between SSS Education Corp (the "Creditor") and Pioneer Technology & Arts Academy Of Nevada (the "Borrower"). The Agreement sets forth the terms and conditions of the revolving line of credit provided by Comerica Incorporated dba Comerica Bank ("Comerica Bank") and secured by Creditor for the use and benefit of Borrower. This agreement only applies if borrower uses the Line of credit.

### *Purpose of Line of Credit*

Borrower agrees to use the proceeds of the revolving line of credit to fund the start-up, capital and operating costs of its open-enrollment charter school, Pioneer Technology & Arts Academy, and further agrees to not alter this stated purpose without the Creditor's written consent.

### *Credit Amount*

Creditor agrees to extend to Borrower a revolving line of credit not to exceed \$200,000.00 (Two hundred thousand dollars and no cents) (the "Credit Amount"). Creditor acknowledges that the Credit Amount constitutes a revolving line of credit established by Comerica Bank for the benefit of Creditor and that Creditor has sole authority for accessing and ultimate responsibility for repaying the Credit Amount, or any portion thereof. Borrower acknowledges that the Creditor hereby provides the Credit Amount to Borrower for the purpose set forth in the Agreement. Accordingly, Borrower agrees to repay to Creditor the Credit Amount, or any portion thereof.

### *Procedure for Accessing Credit Amount*

At any time that the Borrower desires for Creditor to draw the Credit Amount, or any portion thereof, the Borrower shall request such a draw in writing. Subsequently, if Creditor so agrees, Creditor shall access the Comerica Bank revolving line of credit and disburse the Credit Amount, or any portion thereof so requested, to Creditor. Upon disbursement of the Credit Amount, or any portion thereof so requested, Creditor shall also issue a notice (the "Draw Down Notice") to Creditor disclosing the actual amount disbursed, the effective date of the disbursement, the interest rate to be applied and any other relevant provisions as provided for in the Agreement. Creditor may deny Creditor's draw down request for any or no reason. Creditor shall designate a duly authorized representative as its agent in submitting draw down requests to Creditor and shall identify its designated representative to the Creditor, in writing. Creditor agrees to only acknowledge the Borrower's designated representative and no other individual or apparent authority.

### *Interest Accrual*

Creditor agrees to lend to Borrower and Borrower agrees to accept from Creditor the Credit Amount, or any portion thereof, at a rate of interest of consistent with the terms and conditions of the Comerica Bank revolving line of credit and as conveyed, in writing, to Creditor by Comerica Bank. Creditor shall notify Creditor of the applicable rate of interest in the Draw Down Notice and subsequent correspondence and shall not hold Borrower responsible for any interest accrued and payable to Comerica Bank for which Creditor failed to so notify Borrower. Borrower agrees that interest shall accrue commencing on the date that Creditor disburses the Credit Amount, or any portion thereof, to Borrower. Creditor agrees that interest shall cease to accrue on the date that Borrower repays the Credit Amount, or the actual amount borrowed, in full.

Term of Line of Credit

Creditor and Borrower agree that the term of the Agreement commences on the date that Creditor disburses to Borrower the Credit Amount, or any portion thereof, or 03/31/2022, and concludes on the date that Borrower repays the Credit Amount in full but in no event shall this date be later than August 31, 2024.

Repayment of Credit Amount

Creditor agrees to accept the repayment of the Credit Amount and interest accrued starting on October 1, 2023 unless Borrower informs Creditor that the repayment shall commence on an earlier date. Borrower agrees to notify Creditor of such an event in writing.

Borrower agrees to repay to Creditor the Credit Amount, or the actual amount borrowed, commencing on October 1, 2023, in equal monthly installments to be determined on or before September 30, 2023, and based upon the actual amount borrowed not to exceed the Credit Amount. Borrower further agrees to make its final repayment of the Credit Amount on August 31, 2024, in the amount of the entire balance, including accrued interest, of the Credit Amount outstanding on that date.

Prepayment of Credit Amount

Creditor agrees to allow Borrower to repay the Credit Amount, or the actual amount borrowed, in larger installments or in full at any time prior to the due date of the final repayment.

Default

Notwithstanding anything to the contrary in the Agreement, if the Borrower defaults in the performance of any obligation under the Agreement, the Creditor may subsequently declare the Credit Amount owing and interest accrued thereon to be due immediately and payable upon demand.

Governing Law

The Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

Costs

Borrower agrees to increase the Credit Amount by any and all costs, including all legal costs incurred by Creditor to enforce the Agreement as a result of any default by Borrower, and to immediately repay the costs incurred by Creditor upon written demand by Creditor.

Entire Agreement

Creditor and Borrower agree that the Agreement constitutes their entire understanding of the parties lending arrangement, which is the subject of the Agreement, and that no other understandings to the Agreement shall be of any force or effect unless executed in writing by both Creditor and Borrower.

Amendments

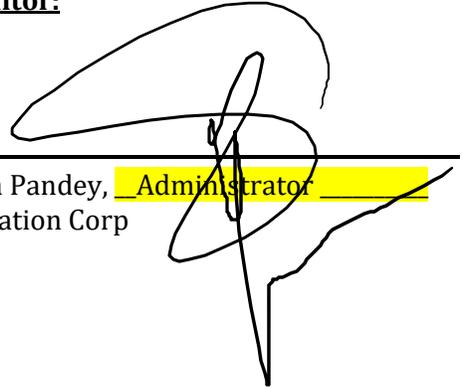
Creditor and Borrower agree that the Agreement may only be amended by written agreement executed by both Creditor and Borrower.

Execution

The Agreement is hereby executed on behalf of Creditor and Borrower by the authorized representatives identified below on this 12 day of December, 2021.

**For Creditor:**

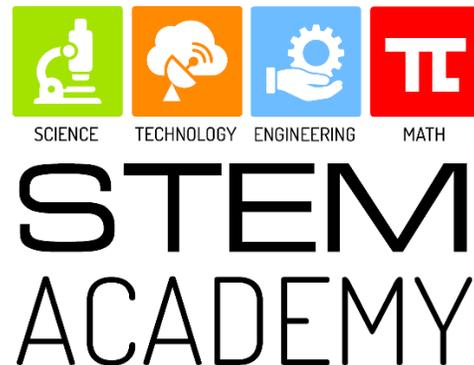
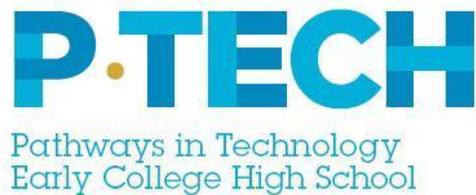
Shubham Pandey, Administrator  
SSS Education Corp

A handwritten signature in black ink, consisting of several loops and a long vertical stroke at the end, positioned over a horizontal line that underlines the name and title.



**PTAA/Nevada**

# ATTACHMENT 13



**Pioneer Technology and Arts Academy Schools Served by SSS Education Network**

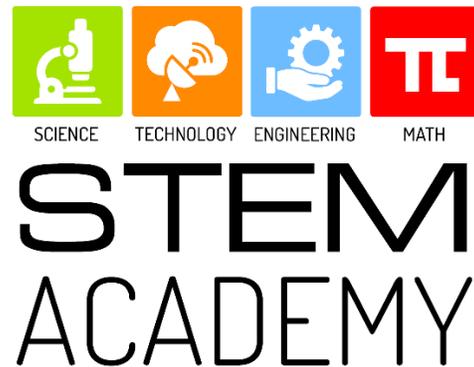
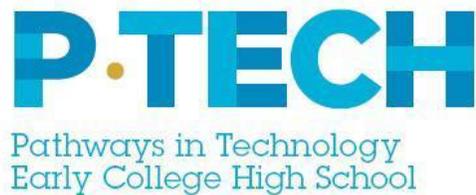
- Shubham Pandey has created a unique network of management organizations that serve charter schools in four different states. The structure utilized will be referred to herein as the “SSS Education Network”. Because of different regulations and needs of different states, the majority of the schools served by the SSS Education Network are served by an independent management organizations as further illustrated in the table below. Each management organization has its own corporate structure, EIN, and bank account. The schools served by each management company have independent boards, individual EINs, separate bank accounts, etc. Although Mr. Pandey serves as the President of each of the charter management organizations that make-up the SSS Education Network, each entity also has a financial officer, regional head, human resource/ compliance coordinator, technology director, professional development officer and PTECH coordinator. In some situations, the various charter management organization are able to share resources and certain employees may work with more than one management organization to share costs as well as ensure consistency within the schools served by the SSS Education Network. However, there are no shared finances between these different entities. If an employee is shared, the employee will be paid by the separate entities pro rata. This includes the salary that is paid to Mr. Pandey.
- In addition to leading the SSS Education Network, Mr. Pandey is also affiliated with several entities that provide services to charter schools as further detailed in **Attachment 14**. It will be up to the Board of PTAA Nevada to request a bid for and approve any services provided by these entities. Pursuant to **PTAA Nevada’s Contractor Transparency Policy**, when presenting a bid or proposal such entities will disclose Mr. Pandey’s interest and at least one other bid/proposal will be presented to the PTAA Nevada Board for consideration for the same or similar services.

	<u>Texas</u>	<u>Colorado</u>	<u>Arizona/Nevada</u>	<u>New Nevada Charter</u>
<b>Management Organization</b>	SSS Education Foundation	No CMO/EMO contract	SSS Partners	SSS Education Corp.
<b>Services Provided</b>	1. Curriculum 2. Facilities 3. Construction 4. Business Services	1. Curriculum 2. Facilities 3. Construction 4. Business Services	1. Curriculum 2. Business Services 3. Construction 4. IT Services 5. Facilities	1. Curriculum 2. Business Services 3. IT Services
<b>School(s) Contracted with</b>	Meadows Oaks Education Foundation, dba Pioneer Technology and Arts Academy	Pioneer Technology and Arts Academy of Colorado	Pioneer Technology and Arts Academy of Arizona, 100 Academy of Excellence	Proposed Pioneer Technology and Arts Academy of Nevada



**PTAA/Nevada**

# ATTACHMENT 14



## **PTAA Nevada's Contractor Transparency Policy**

The Governing Board of Pioneer Technology and Arts Academy of Nevada ("PTAA Nevada") hereby adopt the following policy relating to contractors that submit proposal to provide services to PTAA that exceed the threshold amount of \$10,000.

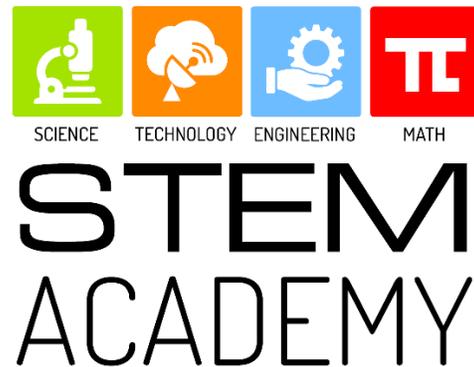
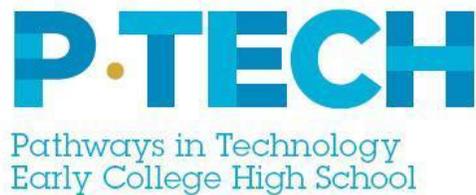
Each contractor wishing to provide services to PTAA Nevada will include with any bid/proposal a disclosure indicating if that individual or entity and/or affiliate has a relationship with any Board Member or contractor currently serving PTAA Nevada and/or any other management company or school affiliated with the SSS Education Network. For the avoidance of any doubt, the SSS Education Network includes, SSS Education Corporation (Incorporated in CO), SSS Education Foundation (Incorporated in TX), and SSS Partners (Incorporated in TX).

If a contractor discloses such an affiliation or relationship, it does not preclude the PTTA Nevada Board from considering any bid/proposal. However, the affiliation or relationship must be disclosed prior to any vote to approve any such bid/proposal and the PTTA Nevada Board must be presented with at least one additional bid/proposal for the same or similar services for review and consideration.



**PTAA/Nevada**

# ATTACHMENT 15



## Charter school businesses in which Shubham Pandey is a stakeholder

### 1. PNC Partners

Title: President

Relevant PNC Information:

- i. PNC has prior experience supporting regional CMOs in developing facilities to support the schools they support. As previously stated, Pioneer Technology and Arts Academy (“PTAAN”) has entered into a proposed agreement with St. Christopher’s to lease their facility for PTAAN launch.
- ii. PTAAN at this point does not need any facility development services (as outlined in the application).
- iii. PNC was referenced exclusively to demonstrate that the Founding Team has access to experience working with facilities as requested by the application.
- iv. The PTTAN Board is under no obligation to partner with PNC and it will be up to the Board of PTAAN to request a bid for and approve any services provided by these entities. Pursuant to **PTAAN’s Contractor Transparency Policy**, when presenting a bid or proposal such entities will disclose Mr. Pandey’s interest and at least one other bid/proposal will be presented to the PTAAN Board for consideration for the same or similar services.

### 2. 21<sup>st</sup> Brain

Title: Title: President

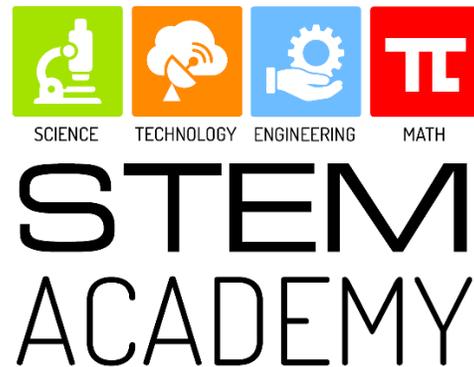
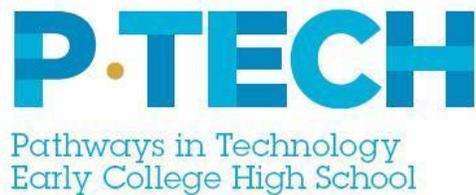
What is 21<sup>st</sup> Brain:

- i. This entity provides international sister school relationship among different schools around the world.
- ii. Current partnership is with few BRIC countries including Brazil, China, and India. Additional partnerships are in South Korea and Vietnam.
- iii. PTAA USA Students can take summer internships and summer programs in other countries due to this relationship.
- iv. This entity has no formal relationship with PTAAN.
- v. The PTTAN Board is under no obligation to partner with 21<sup>st</sup> Brain and it will be up to the Board of PTAAN to request a bid for and approve any services provided by these entities. Pursuant to **PTAAN’s Contractor Transparency Policy**, when presenting a bid or proposal such entities will disclose Mr. Pandey’s interest and at least one other bid/proposal will be presented to the PTAAN Board for consideration for the same or similar services.



**PTAA/Nevada**

# ATTACHMENT 16



**From:** Great Schools NV CSP [greatschoolsnavcsp@opportunity180.org](mailto:greatschoolsnavcsp@opportunity180.org)

**Subject:** Congratulations!

**Date:** December 14, 2021 at 2:16 PM

**To:** Derrick Love [dlove@ptaaschool.org](mailto:dlove@ptaaschool.org), Rick Blanc [principal@stchrisnv.org](mailto:principal@stchrisnv.org), Shubham Pandey [shubham@ptaaschool.org](mailto:shubham@ptaaschool.org), Mary Zaiontz [mzaiontz@slh-law.com](mailto:mzaiontz@slh-law.com)



Dear Pioneer Technology and Arts Academy,

Congratulations! We are happy to share the news that your CSP grant application under Great Schools for Nevada Charter Schools Program for Pioneer Technology and Arts Academy (PTAA) has been approved. Each application was reviewed by an external expert Peer Review Panel, aligned to the rubric that was [outlined in the RFA](#). The award decision was based on the reviewer scores, school capacity interview, and CSP management team review. Your award amount will be based on the budget you submitted and the approved total max student enrollment, but the final dollar allocation is **not yet determined** as we will work with you on a process for approving your project budget and finalizing your project goals *before* we can determine your final award funding.

Next steps and Notes:

- **Save the Date - Monday, December 20:** Awardee Grantee Orientation Call with two options, [9am-10am PST](#) [OR](#) [12pm-1pm PST](#). This is when we will schedule individual funds release meetings.
  - **<by End of Week>** Reply to this email with up to *three names* of who will attend the call and which call option you will be attending - we ask that one of the individuals be a school lead, and the two other individuals can include school team staff members, CMO/EMO staff members, and/or board members.
  - We ask that all three individuals are able to join one call option listed above.
- **<by Monday, December 20>** Reply to this email with the name(s) and e-mail address(es) of the individual(s) who will be responsible for school budget decisions, and who will be responsible for responding to the O180 Management Team on sub-grant requests on behalf of PTAA.
- **This award notification remains confidential** until all award amounts have been finalized and all conditions have been met. Once the award amounts have been finalized and all conditions have been met, you may share with your constituents - please utilize this [guidance document](#) for more information.

We are excited to work with you on this project and look forward to seeing your start-up/implementation plans get off the ground! Please feel free to send questions to [greatschoolsnavcsp@opportunity180.org](mailto:greatschoolsnavcsp@opportunity180.org).

In partnership,  
Danielle Batin and the Opportunity 180 Team

**Opportunity 180**  
**Office:** (910) 526-0847 | **Email:** [greatschoolsncvscsp@opportunity180.org](mailto:greatschoolsncvscsp@opportunity180.org)  
**CSP website:** [www.opportunity180.org/great-schools-for-nevada](http://www.opportunity180.org/great-schools-for-nevada)  
**Visit our data portal:** [www.greatschoolsallkids.org](http://www.greatschoolsallkids.org)