

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as “MOU”) is made and entered into by and between Southern Nevada Trades High School (hereinafter “SNTHS”) and ACE High School (hereinafter “ACE”).

This MOU is effective as of January 01, 2023 through June 30, 2024.

I. PURPOSE

The purpose of this agreement is to establish between the Parties mutually agreed upon terms for the satisfactory setup, startup, and operation of the Southern Nevada Trades High School in its first year. ACE’s role will be in an advisory and consultation capacity with the SNTHS board and its administration. All decisions made for SNTHS are the responsibility of SNTHS’s governing board and administration. ACE is not responsible for any financial obligations, suits, judgements, or contracts entered in or levied against SNTHS board or its staff. This MOU may be renewed if agreed to in writing by both parties.

II. OBLIGATIONS OF SNTHS

In according with the purpose articulated in Article I of this MOU, SNTHS agrees to the following obligations:

- A. SNTHS will not hire any staff from ACE without the express written approval from ACE.
- B. SNTHS will indemnify and defend ACE for any action taken against ACE for supporting or advising SNTHS.
- C. During the term of January 1, 2023, through June 30, 2024, SNTHS will provide financial support \$25,000 to the Friends of ACE (FACE), ACE’s 501c3 organization. Direct support and advisory is based upon 200 hours of consultation.
- D. SNTHS understands that the time of ACE employees is valuable and will not seek to overly burden them with requests for support.

III. OBLIGATIONS OF ACE

In according with the purpose articulated in Article I of this MOU, ACE agrees to the following obligations:

- A. ACE will review potential candidates for and provide input to SNTHS regarding the hiring of the following positions at SNTHS at the request of SNTHS:
 - a. Principal
 - b. CTE teachers
 - c. Academic and Special Education teachers
 - d. Support staff
- B. ACE will consult with SNTHS regarding the CTE program at SNTHS including the following:
 - a. CTE program development to align with state standards
 - b. Providing SNTHS the CTE building trades curriculum used by ACE for the 2022-23 SY
 - c. Student safety component in a CTE high school
 - d. CTE skills certificate for programs and state CTE department

- C. ACE will consult with SNTHS regarding the Academic program at SNTHS including the following:
 - a. Collaborating on academic programing in subject areas
 - b. Guidance developing the master schedule based upon ACE's quarter system educational model.
 - c. Incorporating IEP students into the CTE program
 - d. Licensure support and guidance for staff
- D. ACE will support SNTHS administratively as follows:
 - a. Administrative collaboration using technology to remotely hold monthly meetings as requested by SNTHS
 - i. A joint meeting calendar/schedule between ACE and SNTHS will need to be created so collaboration, administration, and PLC meetings can be documented and tracked
 - b. Provide collaboration on PLC development and staff cohesion
 - c. Provide telephone administrative support as needed for any areas of concern that SNTHS staff may have
 - d. Using technology to remotely observe and provide input for the following SNTHS meetings as requested by SNTHS as determined by collaborative calendar developed by both schools:
 - i. Friday Meetings
 - ii. PLC Meetings
 - iii. Professional Development
- E. ACE will continue to advise and support the SNTHS Board and Executive Director and will have an advisor attend Board Meetings to provide input to the Board as requested.
- F. ACE will consult and advise SNTHS on marketing strategies for enrollment increases.
- G. ACE will consult and advise the SNTHS Executive Director on grants and budgets

IV. AMENDMENT

This MOU will not be changed or amended except in writing signed by those persons who executed this agreement, or their successors or designees.

V. TERMINATION

In relation to termination of this MOU, the Parties agree as follows:

- A. This MOU may be terminated prior to its completion for any of the reasons stated in this agreement.
- B. Notice of such termination shall be provided to the other party in writing 60 days prior to terminating this MOU.

VI. OTHER PROVISIONS

The Parties agree to the following additional provisions:

- A. No delay or omission by either party to exercise any right or remedy under this agreement shall be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any term or condition shall not be construed as a future waiver of the same or any other term or condition hereof.
- B. This MOU is the final and entire agreement between the parties with respect to the subject matter set forth herein, and supersedes all prior agreements, understandings, representations, and statements, whether oral or written. Neither this agreement nor any provisions hereof may be modified or amended unless in an instrument signed by both parties.
- C. If any provision of this MOU is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this agreement remain legal and enforceable, the remainder of this agreement shall remain operative and binding on the Parties.

In witness whereof, each of the Parties has caused this MOU to be executed by its authorized officer on the date accompanying each signature.

SNTHS

ACE

Brett Willis, Board Chair

Date

Bob DeRuse, Executive Director

Date