

Board Governance Package
Thrive Point Academy of Nevada

Table of Contents

BYLAWS.....	3
Article I – Introduction, Legal Status.....	3
Article II – Purpose and Mission.....	3
Article III – Board.....	4
Article IV – Officers	10
Article V - Staff.....	11
Article VI – Parent School Advisory Council.....	12
Article VII – Contracts, Loans and Deposits	12
Article VIII – Self Dealing Transactions.....	12
Article IX – Property.....	13
Article X – Indemnification.....	13
Article XI - Amendments.....	13
Article XII- Dissolution.....	14
Article XIII – Purpose of the Bylaws.....	14
CODE OF ETHICS.....	15
CONFLICT OF INTEREST POLICY	17
Article I – Purpose.....	17
Article II - Definitions.....	17
Article III - Procedures.....	18
Article IV - Records of Proceedings	19
Article V - Compensation.....	19
Article VI - Annual Statements	20
Article VIII - Use of Outside Experts.....	20
ANNUAL CONFLICT OF INTEREST STATEMENT.....	21
OPEN MEETING LAW REQUIREMENTS.....	22
NEVADA BOARD MEMBERSHIP REQUIREMENTS	23
BOARD MEMBER POSITON DESCRIPTION.....	25
STRATEGIC PRIORITIES	26
BOARD MEMBER ANNUAL AGREEMENT	29

BYLAWS
of
Thrive Point Academy of Nevada

Article I – Introduction, Legal Status

Section 1. Name, Location and Address. Thrive Point Academy of Nevada (hereinafter referred to as the “School”). The School is located at 204 S. Decatur Blvd. # 210, Las Vegas, NV 89107.

Section 2. Legal Status. The School is a charter school pursuant to Nevada Revised Statute 388A sponsored by the State Public Charter School Authority (“SPCSA”). The Governing Body (hereinafter referred to as the “Board”) of the School is an independent body under the authorization of the SPCSA. The Board plans and directs all aspects of the school’s operations.

Section 3. Statutes. The School shall operate in accordance with Nevada Revised Statutes, Chapter 386, and other applicable statutes and regulations.

Article II – Purpose and Mission

Section 1. Purpose and Mission. The purpose for which is to operate a charter school, grades 9-12, in Las Vegas, Nevada. The mission is to offer students a choice in completing their high school education by providing a structured learning environment with personalized education plans including computer-based courses and mastery-based instruction and awarding a diploma upon fulfilling graduation requirements. We serve as an alternative high school providing credit recovery for students with poor academic standing, adjudicated youth, pregnant/parenting students, dropout students, behind in credits, and students with behavioral issues. We exist to bridge the achievement gap some students face and help them succeed through a personalized learning model that prepares learners to be college and career ready.

Said organization is organized exclusively for charitable, religious, educational, and scientific purposes, including for such purposes, the making of distributions to organizations that qualify as exempt organizations described under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

Section 2. Non-Discrimination. The School shall not discriminate on the basis of race, religion, national origin, gender, age, disability, sexual orientation, status as a Vietnam-era or special disabled Veteran, or other protected class in accordance with applicable federal or state laws in hiring or other employment practices of the School. Further, the School shall be open to all students in its authorized geographic area on a space available basis and shall not discriminate in its admission policies or practices on the basis of race, gender, religion, ethnicity, or disability. The School shall conduct all of its activities in accordance with all applicable local, state, and

federal anti-discrimination laws, as well as in accordance with all other laws and regulations applicable to the operation of the charter public schools in the State of Nevada.

Article III – Board

Section 3. Powers. The Board of Directors shall conduct or direct the affairs of the public charter school and exercise its powers, subject to the limitations of Nevada public charter school law, applicable state and federal laws (including NRS Chapter 82, the Nonprofit Corporations Act, and NRS Chapter 388A, the Charter School Act), the executed Charter Contract, the Articles of Incorporation, and these Bylaws.

The Board of Directors may delegate the management of the activities of the School to others, so long as the affairs of the School are managed, and its powers are exercised, under the Board of Directors' ultimate jurisdiction. Without limiting the generality of the powers hereby granted to the Board of Directors, but subject to the same limitations, the Board of Directors shall have all the powers enumerated in these Bylaws, and the following specific powers:

- a. To elect and remove Directors;
- b. To select and remove Officers, administrators, agents, and employees of the School; to prescribe powers and duties for them; and to fix their compensation;
- c. To enter into contracts, leases and other agreements which are, in the Board of Directors' judgment, necessary or desirable in obtaining the purposes of promoting the interests of the School;
- d. To act as trustee under any trust incidental to the School's purposes, and to receive, hold, administer, exchange and expend funds and property subject to such a trust;
- e. To acquire real or personal property, by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey or otherwise dispose of such property;
- f. To borrow money, incur debt, and to execute and deliver promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations and other evidences of debt and securities;
- g. To lend money received only from private sources and to accept conditional or unconditional promissory notes therefore, whether interest or non-interest bearing, or secured or unsecured;
- h. To indemnify and maintain insurance on behalf of any of its Directors, officers, employees, sponsor or agents for liability asserted against or incurred by such person in such capacity or arising out of such person's status as such, subject to the provisions of Nevada law and the limitations noted in these Bylaws,
- i. To develop and approve the annual budget and financial plan which shall be monitored and adjusted as necessary; to submit a final budget to the state pursuant to statute and regulations;
- j. To cause an annual inspection or audit of the accounts of the School, as well as any other audits required by law;
- k. To ensure ongoing evaluation of the School and provide public accountability;

and

1. To establish and approve all major educational and operational rules, policies and procedures.

Section 4. Number of Directors. The number of Directors of Thrive Point Academy shall be 7 members. The Board of Directors shall reserve the right to change the number of Directors, by Board of Directors resolution or an amendment of these Bylaws.

Section 5. Election of Board Directors. The Board of Directors shall elect Directors by the vote of a majority of the Directors then in office, whether or not the number of Directors in office is sufficient to constitute a quorum, or by the sole remaining Director.

Section 6. Eligibility. The Board of Directors may elect any person who in its discretion it believes will serve the interests of the school faithfully and effectively. Not more than two persons who serve on the governing body may represent the same organization or business or otherwise represent the interests of the same organization or business. Pursuant to NAC 388A.525, a majority of the members of the governing body must reside in the county in which the charter school is located. The Board of Directors shall consist of:

1. One member who is a teacher or other person licensed pursuant to NRS Chapter 391 or who previously held such a license and is retired, as long as his or her license was held in good standing.

2. One member who:

a. Satisfies the qualifications of paragraph (i); or

b. Is a school administrator with a license issued by another state or who previously held such a license and is retired, as long as his or her license was held in good standing.

3. One parent or legal guardian of a pupil enrolled in Thrive Point Academy who is not a teacher or an administrator at the School.

4. Two members who possess knowledge and experience in one or more of the following areas:

a. Accounting;

b. Financial services;

c. Law; or

d. Human resources.

e. At Large Directors, which includes other persons of good moral character such as parents, educators, community leaders and representatives of nonprofit organizations and businesses that do not have contracts with the School.

Section 7. Interested Persons/Conflict of Interest. No person shall participate in any action while serving on the Governing Board when he/she has a conflict of interest, actual or perceived, in the school. A conflict of interest occurs when a governing body member acts on a school matter that could benefit or harm him or his immediate family members personally. An "interested person" is: (1) any person or spouse currently being compensated by the school for services rendered to it within the previous 12 months, as a full-time or part-time employee, (2) contractors with the school or their spouse, (3) vendors with the school, or (4) lessors of the school

facility or other property used by the school.

Section 8. Term of Office

1. Directors shall serve terms of two (2) years per term. To maintain a level of continuity, institutional memory, and expertise, a Director may serve for up to four (4) full terms (at which time, however, he/she will be term-limited and may not be reelected without taking a one (1) year hiatus from the Governing Board). In most instances, therefore, a Director may serve a maximum of eight (8) years. However, a partial term (e.g., if the Director fills a vacancy caused by a resignation) shall not be counted against the four (4)-term limit. The first term counting against the term limit is the one commencing with the election specified in the following subsection (ii).

2. The Directors' terms shall be staggered such that while there are seven (7) Directors, the terms of three (3) Directors shall expire in a specific year and the other four (4) Directors' terms expire the next year. (If the number of Directors is increased or decreased, then the Governing Board shall ensure that approximately half of the Directors' terms expire each year.) The initial staggering of terms shall be achieved as follows:

	Beginning of First Term (i.e., Next Election for this Post)	Director
1.	May 2024	Josh Molina
2.	May 2024	Hector Gonzalez
3.	May 2024	Zaenz Flowers
4.	May 2025	Carrie Hilton
5.	May 2025	Greg Mingo
6.	May 2025	Tisha Jones
7.	May 2025	Paul Bell

3. The term of office of a Director elected to fill a vacancy in these Bylaws begins on the date of the Director's election, and continues: (1) for the balance of the unexpired term in the case of a vacancy created because of the resignation, removal, or death of a Director, or (2) for the term specified by the Board of Directors in the case of a vacancy resulting from the increase of the number of Directors authorized (but in neither event shall that partial term count against that Director's term limit).

4. A Director's term of office shall not be shortened by any reduction in the number of

5. Directors resulting from amendment to the Charter, the Bylaws, or other Board of Directors action (unless the affected Director agrees thereto).

6. A Director's term of office shall not be extended beyond that for which the Director was elected by amendment of the school's charter.

7. The School shall notify the sponsor and the Department of Education within ten (10) days of the selection of a new Director and provide the required information pursuant to law.

Section 9. Time of Elections. The Board of Directors shall elect Directors at the Annual Meeting, or at a Regular Meeting designated for that purpose, or at a Special Meeting called for that purpose.

Section 10. Removal of Director. The Board may remove a Director in accordance with the applicable provisions of Nevada law. The Board of Directors may remove any Director who:

- a. Has failed to attend three or more of the Board of Directors' Regular Meetings in any calendar year;
- b. Has been declared of unsound mind by a final order of court;
- c. Has been convicted of a felony;
- d. Has been found by a final order or judgment of any court to have breached any duty or law imposed by Nevada law;
- e. For such other good causes as the Board of Directors may determine; or
- f. Upon determination that the Director is no longer eligible.

Section 11. Resignation by Board Director. A Director may resign by giving written notice to the Board of Directors President or Secretary. The resignation is effective upon receipt of such notice, or at any later date specified in the notice. The acceptance of a resignation by the Board of Directors President or Secretary shall not be necessary to make it effective, but no resignation shall discharge any accrued obligation or duty of a Director. A Director may not resign if the Director's resignation would leave the School without a duly elected Director in charge of its affairs, without first giving notice to the school's Sponsor, the Nevada Department of Education.

Section 13. Annual Meeting. The annual meeting of the Board shall be held at the School in **May** of each year as the Board may determine. The annual meeting shall take the place of the regularly scheduled monthly meeting. Written notice stating the place, day, and hour of the meeting shall be given personally or mailed to each member of the Board at least three (3) business days prior to the date fixed for the annual meeting. Notice of the meeting must also be provided in accordance with Nevada's Open Meeting Law. The annual meeting shall be for the purpose of electing officers and new Board members and for the transaction of such business as may come before the meeting.

Section 14. Regular and Special Meetings. The Board shall establish a regular day and place for regular meetings that shall occur no less frequently than once a quarter and shall be held in the county in which the School is located. Special meetings of the Board may be called at any time by the Chairperson or by a majority of the Board. Special meetings shall be held at such time and place as may be designated by the authority calling such meeting. Notice of the meeting must be provided in accordance with Nevada Open Meeting Law. Notice of the time and place of every regular or special meeting shall be given to each member of the Board by first class mail at least three (3) business days before the date fixed for the meeting and to all those individuals who request notice of relevant meetings. The purpose of any regular or special meeting must be

specified in the notice of such meeting. Minutes of each Board meeting shall be taken and shall be approved by the Board and kept at the School.

Section 15. Agenda. An agenda must be produced for each regularly scheduled Board meeting in order to provide effective and efficient meeting practice. The agenda shall be prepared in accordance with Nevada's Open Meeting Law.

(a) Committee Reports shall be provided in written format and unless the relevant committee or the Board requests a recommendation for decision or substantial discussion, the committee shall be given no more than 10 minutes on the agenda.

(b) In addition to previously requested agenda items, any Board member may provide additional agenda items for the following meeting by providing via e-mail, fax, or regular mail, the School's supervising employee or administrator, the request, noting its appropriate place on the normal agenda format, and a realistic time requirement for such item. Such requests must be received at least 24 hours prior to the posting deadline pursuant to Nevada Open Meeting Law.

Section 16. Quorum. A quorum at all meetings of the Board shall consist of a majority of the number of members then in office. Except as provided specifically to the contrary by these Bylaws, the act of a majority of the members in office at a meeting at which a quorum is present shall be the act of the Board. Proxy voting is not permitted.

Section 17. Vacancies. Any vacancy occurring in the Board may be filled by the affirmative vote of a majority of the members at a regular or special meeting of the Board. A member elected to fill a vacancy resulting from death shall be elected for the unexpired term of such person's predecessor in office and shall hold such office until such person's successor is duly elected and qualified. Any member elected to fill a vacancy resulting from removal or resignation shall be elected for a new term.

Section 18. Committees. The Board may designate from among its members, by resolution adopted by a majority of the entire Board, an Executive Committee, an Internal Affairs Committee, an External Affairs Committee, and any other, if deemed necessary, committees, each of which shall consist of at least one Board member and which shall have and may exercise such authority in the management of the School as shall be provided in such resolution or in these Bylaws. The Board shall not be permitted to delegate the powers to contract or financial or budget making authority. Any delegated activity or decision-making authority may be unilaterally revoked at any time. All committee meetings shall be conducted in accordance with Nevada Open Meeting Law.

Section 19. Removal. Any member of the Board may be removed, with or without cause, by the affirmative vote of two-thirds (2/3) of the members then in office, excluding the member at issue whenever in their judgment such removal would serve the best interests of the School.

Section 20. Participation by Telephone. To the extent permitted by law, any member of the Board or committee thereof may participate in a meeting of such Board or committee by means of a conference telephone network or similar communications method by which all persons participating in the meeting can hear each other, and participation in such a fashion shall constitute presence in person at such meeting.

Section 21. Proxy Voting. Proxy voting is not permitted.

Section 22. Compensation. No member of the Board shall receive any compensation for serving in such office; provided that, the School may reimburse any member of the Board for reasonable expenses incurred in connection with service on the Board. Any such reasonable expenses that are not reimbursed by the School shall be construed as a gift to the School.

Section 23. Closed Sessions. Any Board member may call a Closed Session during any special or regular Board meeting for issues concerning personnel or other matters requiring confidentiality as approved by Nevada Open Meeting Law. All persons except Board members may be excluded from such Closed Sessions at the discretion of the Chair. Following such meetings, an officer shall provide a general description of the matters discussed to be provided as the minutes of said Closed Session. No action may be taken in a Closed Session.

Section 24. Orientation/Training. New Board members shall be given an orientation by the Board prior to their first Board meeting. Written materials shall be provided in the form of a Board packet. All Board members shall be provided general board training no less than one time per year. Board members not participating in training shall be subject to removal.

Section 25. Protocol. The Board shall use Robert's Rules of Order. If a Board member is unable to attend a Board meeting, the Board member shall contact the Chairperson, Administrator, or designated supervising employee prior to the meeting.

Section 26. Public Comment. Time shall be set aside at each Board and Committee meeting for public comment. After the speaker identifies his or her name, address and affiliations, public comment shall be limited and shall be stated as such on the Agenda.

Section 27. Committees. The Board may establish, by resolution adopted by a majority of the Directors in office, up to two committees to assist it in the performance of its duties as it considers appropriate. Each of which shall consist of two or more Directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Corporation, except that no such committee shall have the authority of the Board of Directors in reference to amending, altering or repealing the Bylaws; electing, appointing or removing any member of any such committee or any Director or officer of the Corporation; amending the Articles of Incorporation; restating the Articles of Incorporation; adopting a plan of merger or adopting a plan of consolidation with another Corporation; authorizing the sale, lease, exchange or mortgage of all or substantially all the property and assets of the Corporation; authorizing the voluntary dissolution of the Corporation or revoking proceedings; adopting a plan for the distribution of the assets of the Corporation; or amending, altering or repealing any resolution of the Board of Directors which by its terms

provides that it shall not be amended, altered or repealed by the committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon the Board or a Director by law.

(a) Other Committees. Other committees may be appointed in such manner as designated by the Board of Directors by resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the Corporation, and the President of the Corporation shall appoint the members. Any members may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Corporation shall be served by such removal.

(b) Term of Office. Each member of a committee shall continue as such until the next annual meeting of the members of the Corporation and until the member's successor is appointed, unless the committee shall be sooner terminated, or unless such member shall be removed from such committee, or unless such member shall cease to qualify as a member.

(c) Chairperson. One member of each committee shall be appointed chairperson by the person or persons authorized to appoint the members.

(d) Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

(e) Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at the meeting at which a quorum is present shall be the act of the committee.

(f) Rules. Each committee may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

(g) To be eligible to be considered for election to serve on a committee of the Corporation, candidates must complete any other preliminary committee applicant material the Board deems necessary and proper.

Article IV – Officers

Section 1. Number. The officers of the School shall include a Chair, Vice-Chair, Secretary, and Treasurer.

Section 2. Election and Term of Office. The Board shall elect and appoint all officers of the School at the annual meeting of the Board, which officers shall be installed in office at such annual meeting to serve for terms of one year and until their successors have been duly elected and qualified. Should there be more than one nominee for a vacancy, the nominee receiving

the greatest number of votes shall be declared elected and shall be installed in office at the annual meeting.

Section 3. Removal of Officers. Any officer of the School may be removed, either with or without cause, by a two-thirds (2/3) majority of the members then in office at any regular or special meeting of the Board.

Section 4. Chair. The Chair of the Board shall preside at all meetings of the Board. The Chair of the Board shall possess the power to sign all certificates, contracts, or other instruments of the School which are approved by the Board. The Chair of the Board shall exercise and perform such other powers and duties as may be prescribed by the Board from time to time.

Section 5. Vice-Chair. In the absence of the Chair of the Board or in the event of the Chair's disability, inability, or refusal to act, the Vice-Chair of the Board shall perform all of the duties of the Chair and in so acting, shall have all of the powers of the Chair. The Vice-Chair shall have such other powers and perform such other duties as may be prescribed from time to time by the Board or by the Chair.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board. Minutes shall reflect the time and place of holding, whether regular or special and if special, how authorized, the notice thereof given, the name or names of those present at the Board meetings, and the proceedings thereof. The Secretary shall give or cause to be given notice of all the meetings of the Board required by these Bylaws or by law to be given and perform such other duties as may be prescribed by the Board from time to time. The Secretary of the Board shall exercise and perform such other powers and duties as may be prescribed by the Board from time to time.

Section 7. Treasurer. The Treasurer shall have oversight responsibility and shall keep and maintain or cause to be kept and maintained adequate and correct accounts of the properties and business transactions of the School, including accounts of its assets, liabilities, receipts, disbursements, gains, and losses. The books of account shall at all times be open to inspection by any Board member. The Treasurer shall be charged with safeguarding the assets of School and he or she shall sign financial documents on behalf of the School in accordance with the established policies of the School. The Treasurer shall have such other powers and perform such other duties as may be prescribed by the Board from time to time.

Section 8. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board by majority vote for the unexpired portion of the term.

Article V - Staff

The Board may appoint one employee to function as the Executive Director of the School (the "Administrator"). Such person may be delegated the authority to act in the absence of a specified policy provided that such action is consistent with the purpose and objectives of the Board and the School. Such person shall administer the School in accordance with Board direction

and generally accepted educational practice.

Article VI – Parent School Advisory Council

There shall be a School Advisory Council to facilitate parent involvement with the School. The Council shall have the right to select from those of its members who have participated in a School provided orientation program, a member to be on the Board.

Article VII – Contracts, Loans and Deposits

Section 1. Contracts. The Board may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the School, and such authority may be general or confined to specific instances.

Section 2. Loans. No loans shall be contracted for or on behalf of the School and no evidence of indebtedness shall be issued in the name of the School unless authorized by a resolution of the Board. Such authority shall be confined to specific instances. No loan shall be made to any officer or Board member of the School.

Section 3. Checks, Drafts, and Notes. All checks, drafts, or other orders for payment of money, notes, or other evidence of indebtedness issued in the name of the School shall be signed by such officer or officers, or agents of the School and in such manner as shall be determined by the Board and documented in the Board’s policies for inspection by the SPCSA. The Chair and Executive Director are authorized and required to sign all checks over the amount of \$10,000.

Section 4. Deposits. All funds of the School not otherwise employed shall be deposited to the credit of the School in such banks, trust companies, or other custodians located in the State of Nevada as the Board may select.

Section 5. Gifts. The Board may accept on behalf of the School any contribution, gift, bequest or devise for the general purposes or any special purpose of the School.

Section 6. Fiscal Year. The fiscal year of the School shall begin on July 1 and end on June 30.

Article VIII – Self Dealing Transactions

Section 1. Definition. The Board shall not approve, or permit a member of the Board to engage in any self-dealing transaction. A self-dealing transaction is a transaction which the Board is a party and one, or more, Board members has a material financial interest in the specific transaction.

Section 2. Action of the Board. Where member of the Board has actual knowledge of a material, financial, or professional interest in a “proposed” self-dealing transaction

or action of the Board, the Board member must make a full and fair disclosure of the nature and extent of the specific financial interest prior to participating in a discussion, vote, or other action regarding the transaction or action before the Board.

Section 3. Interested Board Member's Vote. A Board member with an interest in any action before the Board must disclose the interest before the Board and thereafter abstain from voting on any matter in which the Board member has an interest.

Section 4. Committee Approval. No committee of the Board is allowed to transact business on behalf of the Board without the express permission, direction, and approval of the Board.

Section 5. Person Liable and Extent of Liability. No Board member or officer of the Board shall be liable for the acts, receipts, neglects, or defaults by any other member, officer, employee, or committee member for joining in any act of conformity, or by any loss, damage, or expense happening to the School.

Section 6. Statute of Limitations. The Board will follow Nevada law in regard to the statute of limitations on any transaction performed on behalf of the Board.

Article IX – Property

The property of the School shall be held and applied in promoting the general purposes of the School declared in these Bylaws. No property, including real estate, belonging to the School shall be conveyed or encumbered except by authority of a majority vote of the Board. Any such conveyance or encumbrance shall be executed by the Chair in the name of the School, and such instrument shall be duly approved by the Secretary or Treasurer of the School.

Article X – Indemnification

The Board of Directors may authorize the School to pay or cause to be paid by insurance or otherwise, any judgment or fine rendered or levied against a present or former Board member, officer, employee, or agent of the School in an action brought against such person to impose a liability or penalty for an act or omission alleged to have been committed by such person while a Board member, officer, employee, or agent of the School, provided that the Board shall determine in good faith that such person acted in good faith and without willful misconduct or gross negligence for a purpose which he reasonably believed to be in the best interest of the School. Payments authorized hereunder include amounts paid and expenses incurred in satisfaction of any liability or penalty or in settling any action or threatened action.

Article XI - Amendments

These Bylaws may be amended, altered, or repealed and new Bylaws may be adopted by the Board by an affirmative vote of two-thirds (2/3) of all the members then in office at any meeting of the Board, provided that the full text of the proposed amendment, alteration, or repeal shall have been delivered to each member at least five (5) days prior to the meeting. Bylaws may not be

amended without notifying the school's sponsor.

Article XII- Dissolution

Revocation of Charter or Dissolution. If, at any time and for any reason, the School's charter is revoked or the School is dissolved, all assets of the School, after satisfaction of all outstanding claims by creditors, shall be disposed of to the State of Nevada or the sponsor to dispose of as they see fit.

Upon dissolution of the organization, assets shall be distributed for one or more exempt purposes with the meaning of Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not disposed of shall be disposed of by a court of competent jurisdiction in the county in which the principal office of the organization is then located, exclusively for such purpose or to such organization or organizations as said Court shall determine, which are organized and operated exclusively for such purposes.

Article XIII – Purpose of the Bylaws

These Bylaws are adopted for the sole purpose of facilitating the discharge, in an orderly manner, of the purposes of the School. These Bylaws shall never be construed in any such way as to impair the efficient operation of the School.

The School shall post these bylaws, Agendas for board meetings and Board/Committee meeting minutes on the School's website in accordance with Nevada Open Meeting Law. Meeting minutes must be published within 30 days of the occurrence of the meeting and final approved minutes within 45 days of the occurrence of the meeting.

The school is required to maintain student records, school records and personnel records in accordance with state law and Directors have the absolute right at any reasonable time to inspect school records.

Certification

I hereby certify that I am the duly elected and acting Secretary of the School, and that the foregoing Bylaws constitute the Bylaws of the School, as duly adopted by unanimous vote of the Board of Directors.

DATED this 11th day of December, 2023.

Signed by /s/ Carrie Hilton
Carrie Hilton, Secretary

CODE OF ETHICS FOR THRIVE POINT ACADEMY OF NEVADA

The Board of Directors recognizes that sound, ethical standards of conduct serve to increase the effectiveness of school board directors and their staff as educational leaders in their community. Actions based on an ethical code of conduct promote public confidence and the attainment of school goals. The Board also recognizes its obligation under the Nevada Revised Statute Chapter 281A (Ethics in Government) to adopt a code of ethics consistent with the provisions of the statute, setting forth the standards of conduct required of all school Board Directors, officers and employees.

Therefore, every officer and employee of the school, whether paid or unpaid, including Board Directors, shall adhere to the following code of conduct:

1. *Behavior:* An officer or employee shall behave in an ethical, businesslike manner, and lawful manner making proper use of authority, observing appropriate decorum, be guided by the School's mission and to serve the students.

2. *Gifts:* An officer or employee shall not directly or indirectly solicit any gifts; nor shall an officer or employee accept or receive any single gift having a value of \$75 or more, or gifts from the same source having a cumulative value of \$150 or more over a twelve- month period, whether in the form of money, services, loan, travel, entertainment, hospitality, thing or promise, or any other form, if it could reasonably be inferred that the gift was intended to influence him or her in the performance of his or her official duties or was intended as a reward for any official action on his or her part.

a. However, the Board welcomes and encourages the writing of letters or notes expressing gratitude or appreciation to staff members. Gifts from children that are principally sentimental in nature and of insignificant financial value may be accepted in the spirit in which they are given.

3. *Confidential information:* An officer or employee shall not disclose confidential information acquired by him or her in the course of his or her official duties or use such information to further his or her own personal interest. In addition, he/she shall not disclose information regarding any matters discussed in an executive session of the Board, whether such information is deemed confidential or not.

4. *Representation before the Board:* An officer or employee shall not receive or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before the school board.

5. *Representation before the Board for a contingent fee:* An officer or employee shall not receive or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before the school board, whereby the compensation is to be dependent or contingent upon any action by the school with respect to such matter, provided that this paragraph shall not prohibit the fixing at any time of fees based upon the reasonable value of the services rendered.

6. *Private employment:* An officer or employee shall not engage in, solicit, negotiate for or promise to accept private employment when that employment or service creates a conflict with or impairs the proper discharge of his or her official duties.

7. *Representation before the Board after terminating service:* An officer or employee shall not, after the termination of service with the Board, appear before the Board or any committee of the Board, in relation to any case, proceeding, or application in which he or she personally participated during the period of his/ her/their service or employment or that was under his/her/their active consideration. This shall not bar or prevent the timely filing by a present or former officer or employee of any claim, account, demand or suit against the school on his or her own behalf or on behalf of any member of his or her family arising out of any personal injury or property damage or for any lawful benefit authorized or permitted by law.

8. *Conflicts of Interest.* This policy is expected to be paired with the Learning Matters Educational Group Conflict of Interest Policy.

Distribution of Code of Ethics

The Executive Director shall cause a copy of this Code of Ethics to be distributed annually to every board director, officer and employee of the school. Each officer and employee elected or appointed thereafter shall be furnished a copy before entering upon the duties of his or her office or employment.

Penalties

In addition to any penalty contained in any other provision of law, any person who shall knowingly and intentionally violate any of the provisions of the Board's code of ethics may be fined, suspended or removed from office or employment, as the case may be, in the manner provided by law.

Certification

I hereby certify that I am the duly elected and acting Secretary of the School, and that the foregoing Code of Ethics constitute the Code of Ethics of the School, as duly adopted by unanimous vote of the Board of Directors.

DATED this 11th day of December, 2023.

Signed by /s/ Carrie Hilton
Carrie Hilton, Secretary

CONFLICT OF INTEREST POLICY¹ AND ANNUAL STATEMENT

For Directors and Officers and Members of a Committee with Board Delegated Powers

Article I – Purpose

1. The purpose of this Board conflict of interest policy is to protect Thrive Point Academy of Nevada's interests when it is contemplating entering into a transaction or arrangement that might benefit the private interests of an officer or director of Thrive Point Academy of Nevada or might result in a possible excess benefit transaction.
2. This policy is intended to supplement, but not replace, any applicable state and federal laws governing conflicts of interest applicable to nonprofit and charitable organizations.
3. This policy is also intended to identify "independent" directors.

Article II - Definitions

1. **Interested person** -- Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.
2. **Financial interest** -- A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
 - a. An ownership or investment interest in any entity with which Thrive Point Academy of Nevada has a transaction or arrangement,
 - b. A compensation arrangement with Thrive Point Academy of Nevada or with any entity or individual with which Thrive Point of Nevada has a transaction or arrangement, or
 - c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which Thrive Point of Academy of Nevada is negotiating a transaction or arrangement.
 - d. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if the Board or Executive Committee decides that a conflict of interest exists, in accordance with this policy.

3. **Independent Director** -- A director shall be considered "independent" for the

¹ This policy is based on the IRS model Conflict of Interest policy, which is an attachment to Form 1023. It adds information needed to allow to assess director independence in order to answer questions on Form 990.

purposes of this policy if he or she is "independent" as defined in the instructions for the IRS 990 form or, until such definition is available, the director—

a. is not, and has not been for a period of at least three years, an employee of Thrive Point Academy of Nevada or any entity in which Thrive Point Academy of Nevada has a financial interest;

b. does not directly or indirectly have a significant business relationship with Thrive Point Academy of Nevada, which might affect independence in decision-making;

c. is not employed as an executive of another corporation where any of Thrive Point Academy of Nevada executive officers or employees serve on that corporation's compensation committee; and

d. does not have an immediate family member who is an executive officer or employee of Thrive Point Academy of Nevada or who holds a position that has a significant financial relationship with Thrive Point Academy of Nevada.

Article III - Procedures

1. Duty to Disclose -- In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Board or Executive Committee.

2. Recusal of Self - Any director may recuse himself or herself at any time from involvement in any decision or discussion in which the director believes he or she has or may have a conflict of interest, without going through the process for determining whether a conflict of interest exists.

3. Determining Whether a Conflict of interest Exists --After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Board or Executive Committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or Executive Committee members shall decide if a conflict of interest exists.

4. Procedures for Addressing the Conflict of interest

An interested person may make a presentation at the Board or Executive Committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

The Chairperson of the Board or Executive Committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

After exercising due diligence, the Board or Executive Committee shall determine whether Thrive Point Academy of Nevada can obtain with reasonable efforts a more

advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board or Executive Committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in Thrive Point Academy of Nevada's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

5. Violations of the Conflicts of Interest Policy

If the Board or Executive Committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

If, after hearing the member's response and after making further investigation as warranted by the circumstances, the Board or Executive Committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV - Records of Proceedings

The minutes of the Board and all committees with board delegated powers shall contain:

The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's or Executive Committee's decision as to whether a conflict of interest in fact existed.

The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article V - Compensation

A voting member of the Board who receives compensation, directly or indirectly, from Thrive Point Academy of Nevada for services is precluded from voting on matters pertaining to that member's compensation.

A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from Thrive Point Academy of Nevada for services is precluded from voting on matters pertaining to that member's compensation.

No voting member of the Board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from Thrive Point Academy of

Nevada, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article VI - Annual Statements

Each director, principal officer and member of a committee with Board delegated powers shall annually sign a statement which affirms such person:

Has received a copy of the conflict-of-interest policy,

Has read and understands the policy,

Has agreed to comply with the policy, and

Understands Thrive Point Academy of Nevada is a non-profit charter school and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Each voting member of the Board shall annually sign a statement which declares whether such person is an independent director.

If at any time during the year, the information in the annual statement changes materially, the director shall disclose such changes and revise the annual disclosure form.

The Executive Committee shall regularly and consistently monitor and enforce compliance with this policy by reviewing annual statements and taking such other actions as are necessary for effective oversight.

Article VIII - Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, MNA may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring periodic reviews are conducted.

Certification

I hereby certify that I am the duly elected and acting Secretary of the School, and that the foregoing Conflict of Interest Policy and Annual Statement constitute the Conflict of Interest Policy and Annual Statement of the School, as duly adopted by unanimous vote of the Board of Directors.

DATED this 11th day of December, 2023.

Signed by /s/ Carrie Hilton
Carrie Hilton, Secretary

**ANNUAL CONFLICT OF INTEREST STATEMENT
FOR THRIVE POINT ACADEMY OF NEVADA**

Name: _____

1. Board Position:
- a) Are you a voting Director? Yes/No
 - b) Are you an Officer? Yes/No
 - c) If you are an officer, which officer position do you hold?
- _____

2. I affirm the following:
- I have received a copy of the Thrive Point Academy of Nevada Conflict of Interest Policy _____(initial)
 - I have read and understand the policy. _____ (initial)
 - I agree to comply with the policy. _____ (initial)
 - I understand that Thrive Point Academy of Nevada is a non-profit school and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of the tax-exempt purposes. ____ (initial)

3. Disclosures:
- a) Do you have a financial interest (currently or potential)? Including a compensation arrangement, as defined in the Conflict-of-Interest policy with Thrive Point Academy of Nevada? Yes/No
 - b) If yes, please describe: _____
 - c) If yes, has the financial interest been disclosed, as provided in the Conflict-of-Interest-Policy? Yes/No
 - d) In the past, have you had a financial interest, including a compensation agreement, as defined in the Conflict-of-Interest policy with Thrive Point Academy of Nevada? Yes/No
 - i. If yes, please describe it, including when (approximately):__
 - ii. If yes, has the financial interest been disclosed, as provided in the Conflict-of-Interest policy? Yes/No
 - iii. Are you an independent director, as defined in the Conflict-of-Interest policy? Yes/No
 - iv. If you are not independent, why? _____

Signature

Date

Date and Initials of Review by Officer: _____

OPEN MEETING LAW REQUIREMENTS

Thrive Point Academy of Nevada conducts Board proceedings in accordance with Nevada Open Meeting Law.

The following is adapted from the ACLU Nevada Website (<https://www.aclunv.org/en/nevadas-open-meetings-law>). It is not intended to be a full body of the law but a simple primer.

- If a group or body is subject to the Open Meetings Law, **it must comply with certain requirements**, including the following:
 - Give at least 3 working days' advance notice to the public of a meeting, with the time and place of the meeting and an agenda;
 - Allow public comment, either at the beginning of the meeting before any action may be taken and the end of the meeting before adjournment, or after each agenda item on which action may be taken but before such action is taken; and
 - Provide copies of materials.

- **Minutes of public meetings must be kept and are public records.** Minutes must include date/time/place of the meeting; attendance record of public body members and whether they were present in person or by means of electronic communication; substance of all agenda items, including each public body member's vote on matters voted on; the substance of comments by the general public; and any information which any member requests to be included on the record.

- **Public meetings may be audiotaped or videotaped by anyone**, without obtaining permission, as long as such recording does not interfere with the meeting.

- Any member of a public body, and any witness testifying to a public body, has absolute privilege, meaning that he/she cannot be successfully sued for defamation. It is, however, illegal to knowingly misrepresent any fact when testifying to a public body.

- The **deadline for a citizen to sue** a public body for violating the Nevada Open Meetings Law is 120 days after the action objected to was taken. If the lawsuit seeks to have declared void an action taken by a public body while it was violating the open meetings law, the deadline is 60 days after the meeting.

Resources include:

Nevada's Open Meeting Law: NRS Chapter 241 <https://www.leg.state.nv.us/NRS/NRS-241.html>

Attorney General's Open Meeting Law Manual:
https://ag.nv.gov/uploadedFiles/agnv.gov/Content/About/Governmental_Affairs/2019-03-26_OML_12TH_AGOMANUAL.pdf

NEVADA BOARD MEMBERSHIP REQUIREMENTS

In accordance with Nevada state statute, NRS 388A.320:

Membership and qualifications; waiver; disclosure of conflicts of interest; powers; duty to hold public meeting on quarterly basis; authorization to set salary for attendance at meetings.

1. Unless a waiver is granted pursuant to subsection 2 of [NRS 388A.243](#), the governing body of a charter school must consist of:

(a) One member who is a teacher or other person licensed pursuant to [chapter 391](#) of NRS or who previously held such a license and is retired, as long as his or her license was held in good standing.

(b) One member who:

(1) Satisfies the qualifications of paragraph (a); or

(2) Is a school administrator with a license issued by another state or who previously held such a license and is retired, as long as his or her license was held in good standing.

(c) One parent or legal guardian of a pupil enrolled in the charter school who is not a teacher or an administrator at the charter school.

(d) Two members who possess knowledge and experience in one or more of the following areas:

(1) Accounting;

(2) Financial services;

(3) Law; or

(4) Human resources.

2. In addition to the members who serve pursuant to subsection 1, the governing body of a charter school may include, without limitation, parents and representatives of nonprofit organizations and businesses. Unless a waiver is granted pursuant to subsection 2 of [NRS 388A.243](#), not more than two persons who serve on the governing body may represent the same organization or business or otherwise represent the interests of the same organization or business. A majority of the members of the governing body must reside in this State. If the membership of the governing body changes, the governing body shall provide written notice to the sponsor of the charter school within 10 working days after such change.

3. A person may serve on the governing body only if the person submits an affidavit to the sponsor of the charter school indicating that the person:

(a) Has not been convicted of a felony relating to serving on the governing body of a charter school or any offense involving moral turpitude.

(b) Has received training or read and understands material concerning the roles and responsibilities of members of governing bodies of charter schools and other training and material designed to assist the governing bodies of charter schools, if such training and material is provided to the person by the sponsor or an application to form a charter school or amend a charter contract provides that the member would receive such training or read and understand such material.

(c) Complies with the requirements of [NRS 388A.323](#).

4. A person who wishes to serve on the governing body shall disclose to the sponsor of the charter school any conflicts of interest concerning the person or any family member of the person and a charter management organization, educational management organization or other person with which the governing body of the charter school has entered into a contract to provide any services at the charter school in the immediately preceding year.

5. The governing body of a charter school is a public body. It is hereby given such reasonable and necessary powers, not conflicting with the Constitution and the laws of the State of Nevada, as may be requisite to attain the ends for which the charter school is established and to promote the welfare of pupils who are enrolled in the charter school.

6. The governing body of a charter school shall, during each calendar quarter, hold at least one regularly scheduled public meeting in the county in which a facility operated by the charter school where pupils receive instruction is located. Upon an affirmative vote of a majority of the membership of the governing body, each member is entitled to receive a salary of not more than \$80 for attendance at each meeting, as fixed by the governing body, not to exceed payment for more than one meeting per month.

7. As used in subsection 1, "teacher" means a person who:

(a) Holds a current license to teach issued pursuant to [chapter 391](#) of NRS or who previously held such a license and is retired, as long as his or her license was held in good standing; and

(b) Has at least 2 years of experience as an employed teacher.

↳ The term does not include a person who is employed as a substitute teacher.

(Added to NRS by 1999, 3290; A 2001, 3131; 2003, 2697; 2005, 2539; 2007, 2574; 2011, 3053; 2013, 1669, 3827; 2015, 3290, 3291; 2021, 2227)

BOARD MEMBER POSITON DESCRIPTION

THRIVE POINT ACADEMY OF NEVADA

Join fellow community leaders in bringing a high-quality education option for families in Las Vegas, NV.

Do you want to be part of a life changing program that creates the bridge for high school students in need of a structured learning environment with personal education plan including computer-based and mastery-based instruction, especially students who find they are in need of credit recovery for poor academic standing, adjudicated youth, pregnant/parenting students, dropout students, and students with behavioral issues?

As a Board Member, you will:

- Participate in the overseeing the development of the school.
- Provide input into the development of the education programs and community partnerships.
 - In conjunction the Executive Director, create and implement a financial development plan for the school.
 - Develop community relationships to cultivate partners, donors and volunteers.
 - Develop relationships with non-profits for programming.
 - Build a culture of inclusivity and diversity.
 - Service on Thrive Point Academy of Nevada's Board is without remuneration, except for administrative support in relation to member's duties.

Responsibilities:

- Govern the school in accordance with its bylaws, governance standards and charter. Monitor and assess school performance in accordance with key performance indicators.
 - Serve as an ambassador for the school, exhibiting Thrive Point Academy of Nevada's core values. Continuously work to achieve the Thrive Point Academy of Nevada's Las Vegas mission.
 - Participate and support fundraising activities. Make a financial contribution that is meaningful to you.
 - Develop positive relationships with volunteers, board members, donors, sponsors, parents, participants, media and other community members.
 - Evaluate the school's executive director at least annually.
 - Conduct board self-assessments of performance.
 - Maintain ethical standards and accountability, manage risk, perform due diligence, and implement operational best practices.
 - Attend at least 80 percent of board meetings.

Qualifications:

- Relationship skills to collaborate, facilitate, persuade and build consensus among diverse individuals.
- Integrity and a passion for improving the lives of girls.
- Meet one of the Nevada Board Membership Requirements.

STRATEGIC PRIORITIES

FOR THRIVE POINT ACADEMY OF NEVADA

Mission

The Thrive Point Academy of Nevada mission is to provide high quality education that may never be measured by a traditional 4 and 5 star rating, however, Thrive Point Academy of Nevada will be a 5 star alternative school. Our mission is to offer students a choice in completing their high school education by providing a structured learning environment with personalized education plans including computer-based courses and mastery-based instruction and awarding a diploma upon fulfilling graduation requirements.

Vision

Thrive Point Academy of Nevada envisions serving as an alternative high school providing credit recovery for students with poor academic standing, adjudicated youth, pregnant/parenting students, dropout students, behind in credits, and students with behavioral issues. We exist to bridge the achievement gap some students face and help them succeed through a personalized learning model that prepares learners to be college and career ready.

Values

Diversity: Thrive Point Academy of Nevada strives to be intentionally inclusive of all backgrounds, socioeconomic, religious, ethnic, gender identity, sexual orientation and diverse learning needs.

Diversity improves students' communication skills, creativity and reasoning and prepares them for the world.

Movement: Research demonstrates that daily exercise improves memory, attention and cognition. Athletics boost self-esteem and civic engagement. Movement prepares our students for long, fulfilled lives.

Relational Learning: Thrive Point Academy of Nevada invests in developing social, emotional and relational literacy as a core component of student development.

Competition: Competition teaches collaboration, grit and confidence in Thrive Point Academy of Nevada students. Competition makes students agents of change.

Key Performance Indicators

SCHOOL PERFORMANCE	
Thrive Point Academy of Nevada will obtain full enrollment by the end of the first school year.	This goal will be measured by the enrollment numbers recorded in the Infinite Campus Student Information System and verifiable by the Authority. The target enrollment for the first year at Thrive Point Academy of Nevada will be 300 students.
Thrive Point Academy of Nevada strives to receive a four- or five- star school rating under the Nevada School Performance Framework by year 6 of operation.	This will be measured using standard assessments. Thrive Point Academy of Nevada wants to achieve 10% growth or higher year over year in support of obtaining this rating
Thrive Point Academy of Nevada will improve student outcomes and demonstrate student growth in Special Education and ELL programs by 10% per year.	This will be measured using standard assessments.
Thrive Point Academy of Nevada will maintain an average daily attendance rate of 90% or greater.	As tracked by attendance records.
Thrive Point Academy of Nevada will instill a comprehensive student development approach to education and measure a student’s personal growth.	This is assessed by a) comparing Thrive Point Academy of Nevada student survey results with other Thrive Point Academy of Nevada network school and positive trending data. b) Participation in movement (beginning at 85% and growing to 100% participation rates). c) Developmental Assets Profile assessment scores (beginning at 40% of students are “adequate” or “thriving” to 70% rates).
SCHOOL CULTURE	
Thrive Point Academy of Nevada will retain 90% of teachers year over year.	As recorded in Infinite Campus.

90% or more of students' parents/guardians will attend at least one parent/teacher conference.	Parents/guardians who are not able to attend due to work, life, or transportation issues will be communicated with to provide solutions to help them feel included throughout the year
90% or more of parents/guardians will agree that Thrive Point Academy of Nevada is providing their student with a quality education.	This will be measured through parent surveys throughout the year.
90% or more of students' parents/guardians will be involved at Thrive Point Academy of Nevada in some capacity over the course of the year (volunteering, Walking Bus program, night classes, family meetings, Movement in the mornings, etc.).	As recorded through school check in records.
FISCAL	
Build contingency reserves to support school sustainability and emergency situations.	By year 3, ending fund balance represents 10% of annual operating revenue.
Identify long term facilities that support a sustainable financial model.	Facility costs remain less than 15% of operating capital.

Certification

I hereby certify that I am the duly elected and acting Secretary of the School, and that the foregoing Strategic Priorities constitute the Strategic Priorities of the School, as duly adopted by unanimous vote of the Board of Directors.

DATED this 11th day of December, 2023.

Signed by /s/ Carrie Hilton
Carrie Hilton, Secretary

BOARD MEMBER ANNUAL AGREEMENT

As a board member of Thrive Point Academy of Nevada, I have reviewed the expectations of the Board Governance Package and am fully committed and dedicated to the mission and have pledged to carry out this mission.

I understand that my duties and responsibilities include the following:

1. I am fiscally responsible, with other board members, for this organization. I will know what our budget is and take an active part in reviewing, approving, and monitoring the budget and fundraising to meet it.

2. I am legally responsible, along with other board members, for this organization. I am responsible to know and oversee the implementation of policies and programs.

3. I accept the bylaws and governance standards and understand that I am morally responsible for the health and well-being of this organization.

4. I will give what is for me a meaningful financial donation. I may give this as a one-time donation each year, or I may pledge to give a certain amount several times during the year.

5. I will actively engage in fundraising for this organization in whatever ways are best suited for me. These may include individual solicitation, undertaking special events, writing mail appeals, and the like. I am making a good-faith agreement to do my best and to raise as much money as I can.

6. I will actively promote Thrive Point Academy of Nevada, encourage and support its staff, and work in concert with other board members.

7. I will attend board meetings, be available for phone consultation. If I am not able to meet my obligations as a board member, I will offer my resignation.

8. In signing this document, I understand that no quotas are being set, and that no rigid standards of measurement and achievement are being formed. Every board member is making a statement of faith about every other board member. We trust each other to carry out the above agreements to the best of our ability.

Signature

Date