



# High Desert Montessori Charter School

101 Fantastic Drive. Reno, Nevada 89512 - 775-624-2800

## NOTICE OF PUBLIC MEETING

Board of Directors Meeting - 8/27/25 - 5:00 PM ON ZOOM

<https://us02web.zoom.us/j/81085722058?pwd=PQuQeVggQPKASP4wxAl7Cs2YbN72at.1>

Meeting ID: 810 8572 2058

Pass Code: 572432

Phone Number: +1 669 900 6833

High Desert Montessori School's Board of Directors will conduct their public meeting either in person, virtually, or by phone. All Directors shall attend the meeting in person or remotely. Public members wishing to attend the virtual meeting may do so by using the virtual link or phone information as directed below. Unless otherwise restricted, as noted, the Board may take action on any item. Unless otherwise stated, items may be taken out of order at the discretion of the chairperson. Items may be combined for the Board to consider. Items may be pulled or removed from the agenda at any time. Reasonable efforts will be made to assist and accommodate physically disabled persons desiring to attend the meeting. Please contact the school at 775-624-2800 in advance so arrangements may be conveniently made. Supporting materials will be posted on our website, <https://www.hdmsreno.com/board-information/>, no later than 10:00 AM on the day of the board meeting.

The Board of Directors will receive public comment virtually, in person, or via email at [publiccomment@hdmsreno.com](mailto:publiccomment@hdmsreno.com). All public comments received before and during the meeting will be provided to the Board of Directors. Such comments shall not be read aloud at the meeting but will be recorded in the public record and in the minutes. In-person public comment will be limited to 3 minutes. No action can be taken on any comments, but public input is welcome.

## AGENDA

1. Call to Order and Roll Call (FOR POSSIBLE ACTION)
2. Public Comment
3. Review of Consent Agenda items (For POSSIBLE ACTION)
  - a. Approve Agenda for This Board Meeting (8/27/2025)
  - b. Approve Minutes of Board Meeting 6/11/2025
  - c. Approve Minutes of Board Retreat, 6/30/2025
  - d. Approve Minutes of Board Meeting 8/6/2025
4. Review of Shade Structure Quotes for Primary Playground (FOR POSSIBLE ACTION)
5. Amendment to HDMS Board Bylaws (For Discussion)
  - a. Addition to Board Protocol Policy Article II, Section VII
6. Principal's Board Report (FOR DISCUSSION)
  - a. Introduction of New Teachers
7. PTO Board Liaison Report (FOR DISCUSSION)
8. Staff/Board Liaison Report (FOR DISCUSSION)
9. Public Comment
10. Adjournment and Future Agenda Items (FOR POSSIBLE ACTION)

**Items not acted on at this meeting may be acted on at future meetings.**

*"High Desert Montessori School provides a safe, nurturing school environment that fosters independence,*



# High Desert Montessori Charter School

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*problem-solving skills, and great work in our students. We offer tools to explore the universe through Montessori's Cosmic Education, the purpose of which is to link all areas of human knowledge. We urge all of our students to be participating members of a socially conscious and green community by inspiring them to be critical thinkers capable of reflection, communication, and action. We comply with all Nevada State and Common Core State Standards."*

HDMS Board meetings are posted at the following places:

- Washoe County School District
- Sparks Library
- Washoe County Administration
- HDMS 101 Fantastic Drive, Reno, NV 89512
- HDMS Website [www.hdmsreno.com](http://www.hdmsreno.com)



**Board of Directors Meeting  
June 11, 2025, @ 5:00 PM via Zoom  
101 Fantastic Drive, Reno, Nevada 89512**

**1. Call to Order and Roll Call at 5:04**

Ashley Allen  
Bonnie Pillaro (not present)  
Kristen Ashbaugh  
Nancy Smith (arrived at 5:10)  
Pamala Pollard  
Reid Riker

**2. Public Comment**

No public comment at this time.

**3. Adopt the Agenda**

Member Allen motions to approve the agenda (see supporting documents), Member Pollard seconds the motion and it passes unanimously.

**4. Approval of Board Minutes from 5/28/2025**

Member Allen motions to approve the Board Meeting minutes from 5/28/25 (see supporting documents). Member Pollard seconds the motion and it passes unanimously.

**5. Approval of Revised K-8 Enrollment Procedures**

Administrator Perez presented the Revised K-8 Enrollment Procedures.

Member Ashbaugh motions to adopt the Revised K-8 Enrollment Procedures (see supporting documents). Member Allen seconds the motion and it passes unanimously.

**6. Election of HDMS Board Officers**

The following Board Members were nominated to serve as officers for the 2025-2026 term as follows:

Chair: Reid Riker

Vice-Chair: Nancy Smith

Secretary: Kristen Ashbaugh

Treasurer: Bonnie Pillaro

Member Smith motions to approve the election of the officers as presented. Member Allen seconds the motion and it passes unanimously.

#### **7. Approval of the Board of Directors Calendar for the 2025-2026 School Year**

Member Ashbaugh motions to approve the Board of Directors Calendar for the 2025-2026 school year. Member Allen seconds the motion and it passes unanimously.

#### **8. Appointment of Anthony Arger as a member of the HDMS Board of Directors**

Anthony Arger reintroduced himself as a prospective member of the HDMS Board of Directors.

Member Smith motions to approve Anthony Arger as a member of the HDMS Board of Directors. Member Ashbaugh seconds the motion and it passes unanimously.

#### **9. Public Comment**

No public comment at this time.

#### **10. Adjournment and Future Agenda Items**

Members discuss future agenda items.

Member Ashbaugh motions to adjourn the meeting, Member Pollard seconds the motion and it passes unanimously. The meeting is adjourned.



**Board of Directors Retreat  
June 30, 2025, @ 5:00 PM in person  
101 Fantastic Drive, Reno, Nevada 89512**

**1. Call to Order and Roll Call at 5:00 PM**

- **Ashley Allen**
- **Bonnie Pillaro (present via Zoom)**
- **Kristen Ashbaugh**
- **Nancy Smith**
- **Reid Riker**
  
- **Also Present: Eric Perez, Tammie Stockton**

**2. Review of Board Committees**

- **Members discussed strengths, areas for improvement, and planning for the Finance, Personnel, Academic, and Board Governance Committees.**

**3. Review of HDMS Board Responsibilities and Training**

- **Members discussed, with the help of Tammie Stockton, training and support of new and existing HDMS Board Members.**

**4. Discussion of potential enhancements to the HDMS administrative support Team**

- **Members discussed the roll of the Executive Director Position and Principal Position, and the potential need for further assistance.**

**5. Adjournment and Future Agenda Items**

- **Members discuss future agenda items.**



**Board of Directors Meeting  
August 6, 2025, @ 5:00 PM via Zoom  
101 Fantastic Drive, Reno, Nevada 89512**

**1. Call to Order and Roll Call at 5:02**

Anthony Arger  
Ashley Allen  
Bonnie Pillaro  
Kristen Ashbaugh  
Nancy Smith (not present)  
Pamala Pollard  
Reid Riker

**2. Public Comment**

No public comment at this time.

**3. Adopt the Agenda**

Member Ashbaugh motions to approve the agenda (see supporting documents), Member Pollard seconds the motion and it passes unanimously.

**4. Approval of HDMS Salary Increase from AB398**

Member Allen motions to approve the one time HDMS Salary Increase resulting from AB398 funds as well as the 2025-2026 School Year Addendum to the HDMS Employee Agreement regarding the one time salary adjustments as amended. Member Ashbaugh seconds the motion and it passes unanimously.

**5. Discussion of Primary Shade Structures**

Administrator Jordan discussed the need for the purchase of shade structures on the Primary Playground.

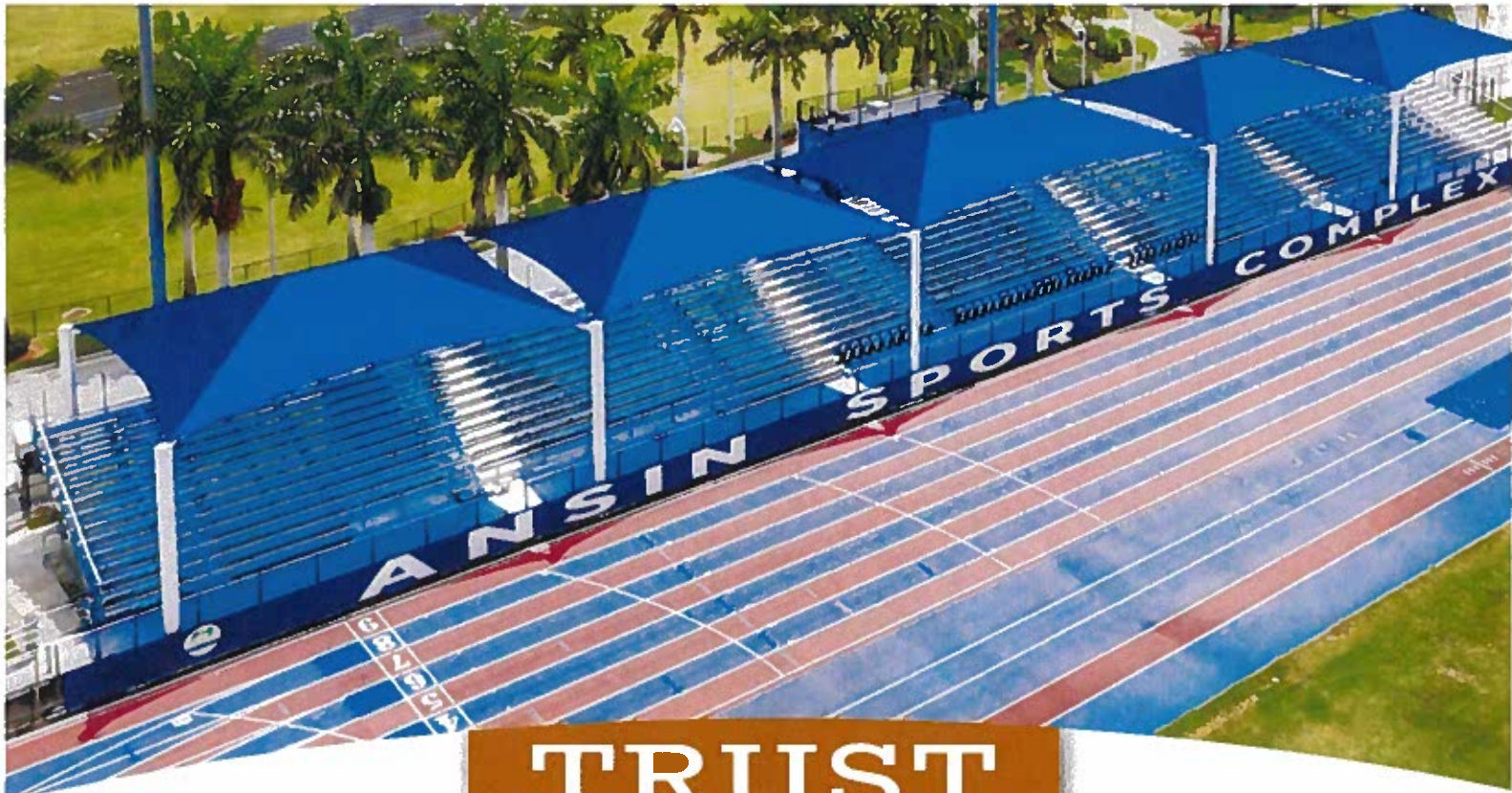
**6. Public Comment**

No public comment at this time.

**7. Adjournment and Future Agenda Items**

Member Ashbaugh motions to adjourn the meeting, Member Allen seconds the motion and it passes unanimously. The meeting is adjourned.





# TRUST — *the* — EXPERTS

For over a decade, our customers have entrusted us to provide safe and affordable playground and recreational equipment. Our team of Certified General Contractors and Playground Safety Inspectors will insure that your project is completed to perfection, providing truly turnkey service, with every step of the process from planning and budgeting, through the installation being handled under one roof.



1-800-573-7529 | [www.proplaygrounds.com](http://www.proplaygrounds.com)



Pro Playgrounds  
8490 Cabin Hill Road  
Tallahassee, FL 32311

## Quote

Project Name
Shade



Date	Estimate #
7/28/2025	47076

Customer / Bill To
High Desert Montessori Charter School Stacey Hart 101 Fantastic Dr Reno, NV 89512

Ship To
High Desert Montessori Charter School Stacey Hart 101 Fantastic Dr Reno, NV 89512



**WE WILL BEAT ANY PRICE BY 5%!**

Item	Description	Qty	Cost	Total:
	Furnish labor and materials to install 2 shade structures			
	<b>**SHADE STRUCTURE**</b>			
CSSD	36' x 28' x 14' Sail Shade - Base Plate	1	11,776.00	11,776.00
CSSD	35' x 25' x 10' Sail Shade - Base Plate	1	10,272.00	10,272.00
Shipping	Combined Shipping and Freight Charges	1	5,270.00	5,270.00
	Sub Total			27,318.00
	<b>**RAW MATERIALS**</b>			
RBAR5	No. 5 Rebar	640	1.25	800.00
RMC	Ready Mix Concrete 2500 PSI MIN	12	200.00	2,400.00
	<b>**RENTALS, LABOR &amp; INSTALLATION**</b>			
LBR	Labor and Installation	1	18,481.00	18,481.00

### AGREED AND ACCEPTED:

If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature Name / Title Date

**Subtotal:** \$48,999.00

**Sales Tax: (7.5%)** \$0.00

**Total:** \$48,999.00

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.



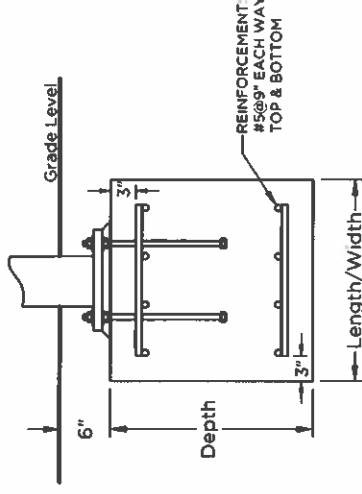
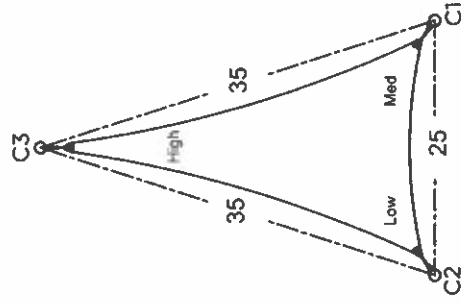
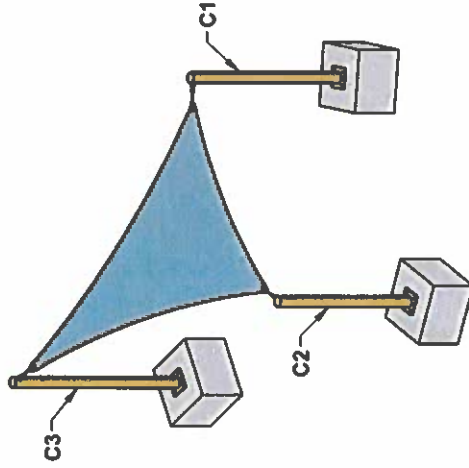
# Triangle Sail Shade

## Column & Footing Schedule

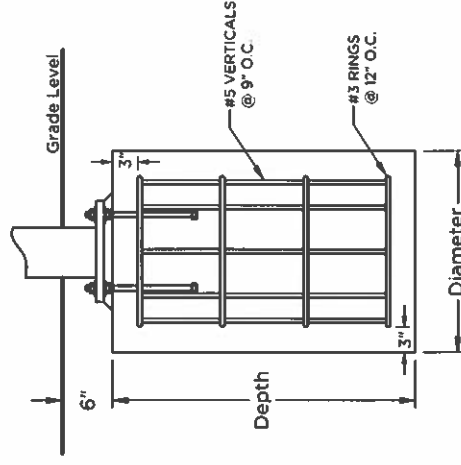
Column ID	Column Size	Column Length	Square Footing Size	Auger Footing Size
C1	Ø8.6" Sch-40	12	3.79' Sq. x 3.0' Deep	2.0' Dia. x N/A ' Deep   2.5' Dia. x N/A ' Deep   3.0' Dia. x 6.09' Deep   4.0' Dia. x ' Deep
C2	Ø8.6" Sch-40	10	3.79' Sq. x 3.0' Deep	2.0' Dia. x N/A ' Deep   2.5' Dia. x N/A ' Deep   3.0' Dia. x 6.09' Deep   4.0' Dia. x ' Deep
C3	Ø8.6" Sch-40	13.5	3.79' Sq. x 3.0' Deep	2.0' Dia. x N/A ' Deep   2.5' Dia. x N/A ' Deep   3.0' Dia. x 6.09' Deep   4.0' Dia. x ' Deep

Fabric Heights

Low	10
Med	12
High	13.5



Square Footing



Auger Footing

These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Exact spans, fasteners, materials, and foundations can be determined by a licensed professional engineer upon request. Estimated footing size above is based on 1,500 PSF soil bearing pressure.

SHADE STYLE

3-Column 1-Sail Shade

QUOTE

108572

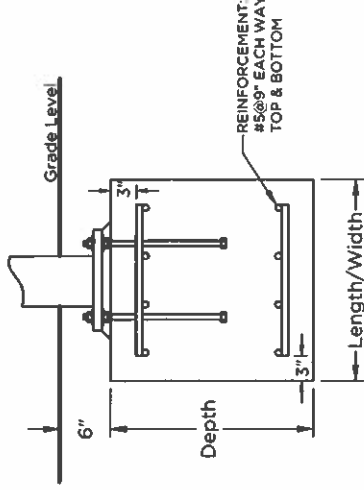
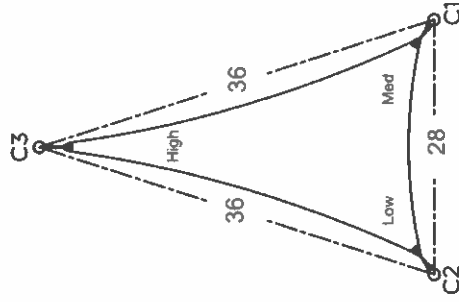
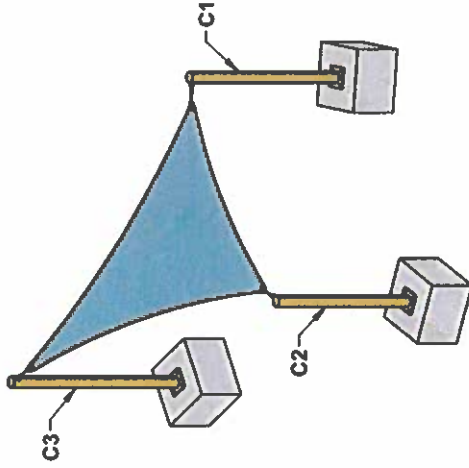
# Triangle Sail Shade

## Column & Footing Schedule

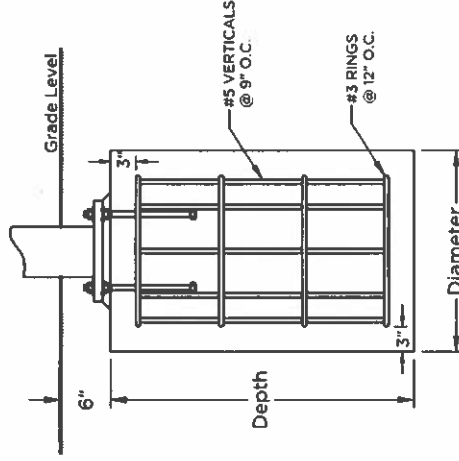
Column ID	Column Size	Column Length	Square Footing Size	Auger Footing Size											
C1	Ø8.6" Sch-40	16	4.6' "Sq. x 3.0' Deep	2.0' Dia. x N/A	' Deep	2.5' Dia. x N/A	' Deep	3.0' Dia. x 8.97'	Deep	4.0' Dia. x	' Deep	4.0' Dia. x	' Deep	4.0' Dia. x	' Deep
C2	Ø8.6" Sch-40	14	4.6' "Sq. x 3.0' Deep	2.0' Dia. x N/A	' Deep	2.5' Dia. x N/A	' Deep	3.0' Dia. x 8.97'	Deep	4.0' Dia. x	' Deep	4.0' Dia. x	' Deep	4.0' Dia. x	' Deep
C3	Ø8.6" Sch-40	17.5	4.6' "Sq. x 3.0' Deep	2.0' Dia. x N/A	' Deep	2.5' Dia. x N/A	' Deep	3.0' Dia. x 8.97'	Deep	4.0' Dia. x	' Deep	4.0' Dia. x	' Deep	4.0' Dia. x	' Deep

### Fabric Heights

Low	14
Med	16
High	17.5



Square Footing



Auger Footing

These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Exact spans, fasteners, materials, and foundations can be determined by a licensed professional engineer upon request. Estimated footing size above is based on 1,500 PSF soil bearing pressure.

SHADE STYLE

3-Column 1-Sail Shade

QUOTE

108572

### **Playground Equipment**

- Over 200 commercial play units, plus endless customized design options, all IPEMA certified.
- Full line of accessory units including swing sets, spring riders, rope and rock climbers and more.
- Industry leading lifetime warranty and affordable pricing.
- Professionally installed by CPSI and CGC.



### **Shade Structures**

- Large catalog of pre-designed units including hip and ridge shades, cantilever and umbrella shades.
- Broad design capability and customization to meet your shade needs, both standard and sails.
- 95% UV blocking, keeps people and equipment cool and protected.
- Compliant with FBC wind load requirements.

### **Surfacing Products**

- Poured in place rubber surfacing for playgrounds, splash pads, entry ways, etc.
- Over 50 varieties of artificial turf for leisure, play, animal and sport applications.
- Eco friendly recycled rubber mulch for playground surfacing.
- Professional installation by certified installers.



### **Site Amenities and Dog Park**

- Full catalog of benches and tables to meet your needs with custom colors, logos, finishes, etc.
- Trash receptacles, dog waste stations, grills, bike racks, bleachers and more, all customizable.
- Dog park accessories including obstacle courses, waste and watering stations, etc.
- Custom amenities, fire pits, ADA, etc.

### **Fitness and Athletic Equipment**

- Selection of products for athletic needs including basketball, soccer and football goals.
- Outdoor fitness equipment for exercising, including cardiovascular and strength training products.
- Commercial grade products constructed with durable materials to ensure a lifetime of use.



Quote Number: Q-021405

**Bill To**

**High Desert Montessori Charter School**

101 Fantastic Dr  
Reno, Nevada 89512  
Stacey Hart  
Phone: 775-624-2800  
stacey@hdmsreno.com

Date : 08/05/2025

Price Valid Until : 09/05/2025

Reference : Supply Only

Sales Person : Stacy Means

Deposit : \$ 31,927.54

**Ship To**

Stacey Hart  
Phone: 775-624-2800  
101 Fantastic Dr  
Reno, Nevada 89512

SKU	Item & Description	Qty	Regular Price	Tax	Amount
1	Hip Roof Shade Structure Size: 31' x 21' @ 10' EH 4 Post, 1 Top Frame Design 651 sq/ft Surfacing: TBD Color: TBD Does not include assembly, installation, rebar, concrete, or offloading services	1.00 Each	10,551.00	870.46	10,551.00
2	Hip Roof Shade Structure Size: 30' x 22' @ 12' EH 4 Post, 1 Top Frame Design 660 sq/ft Surfacing: TBD Covering: Playground Area Color: TBD Does not include assembly, installation, rebar, concrete, or offloading	1.00 Each	12,498.00	1,031.08	12,498.00
3	Engineered Stamped Drawings SKU : INST-03	2.00 Each	1,250.00	-	2,500.00
4	Customer to define existing playground equipment specifications prior to confirmation	0.00	0.00	0.00	0.00
5	Wind & Snow Load Disclaimer Shade structures are not intended for snow or ice loads. The shade fabric must be removed prior to snow/ice conditions and only reinstalled after frost/snow and ice conditions have passed.	0.00	0.00	-	0.00



SKU	Item & Description	Qty	Regular Price	Tax	Amount
6	<b>Elevation/Grade Drop Disclaimer</b> This estimate does not include additional costs for any elevation/grade drops. Please specify if you have an elevation drop within the area in which the above-mentioned shade structure will be installed.	0.00	0.00	-	0.00
7	<b>Freight</b> Stacey Hart Phone: 775-624-2800 101 Fantastic Dr Reno, Nevada, 89512  The freight quotation is for standard delivery only, and a forklift will be required to offload this shipment.  Before Driver Departs: • Check shipping sticker to ensure that you have received the correct order! • Inspect for damage: broken crate, dents, scrapes, scratches, torn package, etc. • Photograph the crate from all angles, and photograph any damage. • ANY DAMAGE MUST BE NOTED ON DELIVERY RECEIPT WITH DRIVER!	1.00 Each	4,477.00	-	4,477.00
8	<b>Terms &amp; Conditions</b> Full balance is due at the time of written approval Does not include assembly, installation, rebar, concrete, or offloading services	0.00	0.00	-	0.00
Sub Total					30,026.00
State Tax (8.25%)					1,901.54
<b>Total</b>					<b>\$31,927.54</b>

#### Payment Notes:

A deposit of 55% percent is due to Adventure Playground Systems, Inc. upon the signing of this proposed contract as consideration of down payment on the invoice total. The remaining balance is due upon completion of work unless other specified terms are agreed to within the legal terms of a Project Contract.

Allow up to 8 weeks for preparation of plans, drawings, and permit submittals, if required, after acceptance of the proposal. The shipping date for manufactured products will be approximately 10-12 weeks after approval of submitted documentation, provided that the following conditions have been completed and approved by the customer:

1. Project product submittals reviewed, approved, and returned.
2. Color selection sheet (signed and dated)
3. Physical project address obtained
4. All contact names and phone numbers for the project
5. Exemption certificate (if applicable)
6. Deposit received per agreed payment terms

Allow adequate time for processing and procuring construction permits if required.

Allow approximately 6 to 8 weeks for installation of project completion from the date of deposit, plus additional time for permitting if required.

We strongly recommend that the required fall surfacing be installed under all play and fitness equipment. Choose a safety surface that meets the U.S. Consumer Product Safety Commission recommendations for surfacing under playgrounds.

#### TERMS & CONDITIONS:

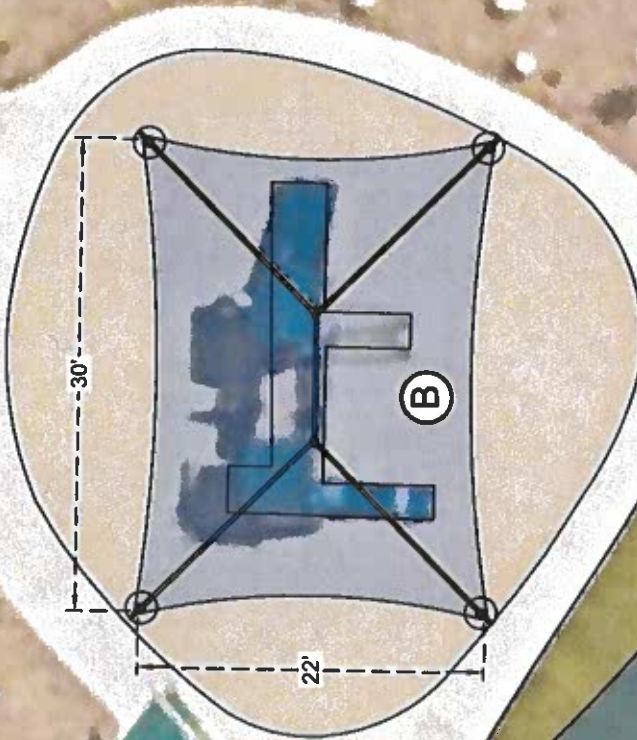


1. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the contract.
2. Changes to the design, color selection, or overall equipment order are not permitted once the order has been placed, unless previously authorized in writing by Adventure Playground Systems, Inc. No returns of merchandise will be accepted unless previously authorized in writing by Adventure Playground Systems, Inc. All returns are subject to a restocking fee of 25% plus freight charges incurred for return to original shipment origination.
3. Ownership Title for all equipment is reserved by Adventure Playground Systems, Inc. until payment in full is received. The right to enter the property and repossess said equipment is hereby granted to Adventure Playground Systems, Inc. if payment is not rendered in accordance with the terms above. All payments made prior to repossession under this contract shall be forfeited to Adventure Playground Systems, Inc. as the cost incurred to procure, provide and recover the equipment. Repossession of product does not waive any damages or costs due as awarded by the courts.
4. All collections or litigation concerning this contract shall be governed by the laws of the State of Texas, with the venue in Harris County.
5. Adventure Playground Systems, Inc. warrants the merchandise on this proposal to the manufacturer's published standards as to material and workmanship. See catalog and/or attached drawings for specific layouts, warranty terms, and specifications.
6. Adventure Playground Systems, Inc. reserves the right to review the contract for final acceptance by management.
7. A service charge of 1.5% per month will be assessed on the outstanding past due balance over 45 days from the completion date.
8. Payments made to Adventure Playground Systems, Inc. by credit card will incur a processing fee of 2.5% percent of the transaction amount paid. Other forms of payment options are available without a processing fee by check, cash, cashier's check, money order, or bank wire transfer.
9. Installation services include all labor and equipment required to complete the job. Installation charges are quoted based on a worksite that is accessible by truck, with no fencing, tree, landscaping, or utility obstacles and level ground surface area (+/- 1-2% max slope). Any site work not expressly detailed in this proposal is excluded. Additional installation charges will incur for unlevel groundwork sites, removal of utilities, landscaping, existing equipment and/or abnormal substrates, (ie. rock, asphalt, landfill, etc.)
10. Price quoted includes Adventure Playground Systems, Inc. standard insurance coverages. Any charges by Adventure Playground Systems, Inc. insurance carrier or agents for adding General Contractor or Owner as additional insured, waivers of subrogation, or changes to standard coverage shall be added to contract invoice charges. No performance bond or payment bond shall be provided by Adventure Playground Systems, Inc. unless specified and quoted as a separate line item in the proposal.
11. Adventure Playground Systems, Inc. is not liable for damages to underground utilities and/or irrigation systems during installation. It is the customer's responsibility to locate all underground utilities unless it is specified and quoted as a separate line item in the proposal.
12. Adventure Playground Systems, Inc. is not liable for damage done by normal construction operations to any existing landscape or natural grass unless it is specified and quoted as a separate line item in this proposal.
13. Building permits required by local or state authorities and municipalities are not included and are the responsibility of the owner of the property unless specified and quoted as a separate line item in the proposal. If Adventure Playground Systems, Inc. is to handle required permitting, please provide our office with necessary drawings and site documentation as requested per the project details (ie. legal site plans, survey plats, deed restrictions, etc).
14. This proposal may be withdrawn by Adventure Playground Systems, Inc. if not accepted within fourteen (14) days of issuance. Pricing is subject to change.

The pricing, specifications, terms, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If the contract is placed with an attorney for suit or collection through probate, bankruptcy, or other legal proceedings, the customer agrees to pay all expenses and reasonable attorney fees incurred. Any verbal instructions, agreements, or promises are not valid unless written and made part of this contract. I have read, understand and agree to all of the terms and conditions set forth in this proposal.

Authorized Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_



B

30'

22'

A

21'

33'

**PROPOSED SHADES**  
A. 21' x 31' @ 10' E.H.  
4-Post Hip Roof Shade  
Design  
B. 22' x 30' @ 12' E.H.  
4-Post Hip Roof Shade  
Design



2D Layout A

DATE: 8/4/2025

DRAWN BY: MA

CUSTOMER SIGNATURE & DATE:

SALES REP: Stacy

High Desert Montessori Charter School 101 Fantastic Dr, Reno, NV 89512



# Commercial<sup>®</sup> 95 340

Architectural Shade Fabric

Gale Pacific's Commercial 95° 340 Architectural Shade Fabric is designed for tension structures and shade sails. It is used on a wide variety of applications. It offers the ultimate combination of **maximum sun protection, strength and durability** to ensure maintenance-free long-life performance.

Engineered in Australia, Commercial 95° 340 is made from high-quality UV-stabilised HDPE. Strong and stable, it's suitable for harsh Australian conditions. It's 100% lead and phthalate-free, and we're proud to state it's the first architectural shade cloth in the world to be granted Oeko-Tex® 100 and Greenguard® certification.



- Knitted lock-stitch construction for fray and tear resistance, offers more air movement and better channeling of cool breezes
- UV-stabilised HDPE monofilament and tape yarn provides optimal balance between strength and UV block, with easy fabrication and minimal maintenance
- Stretched (heat set) for prevention of shrinking and ease of fabrication
- UV Block range 91.1%–95.5% reduces sun exposure for safe and extended time outdoors
- Full 10-year UV degradation warranty on fabric
- 100% lead and phthalate free for a healthier environment
- Greenguard® and Oeko-Tex® certified provides confidence in operational quality assurance
- Engineered in Australia for the harshest conditions
- 100% recyclable

## Properties

Nominal fabric mass	340gsm ± 20
Roll length (m)	40 (folded) 100 (unfolded)
Roll width (m)	3

## Performance

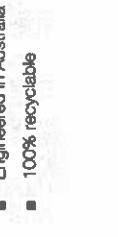
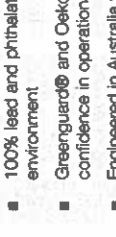
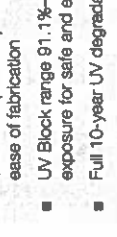
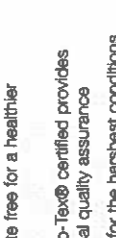
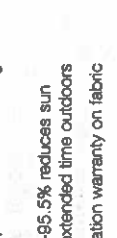
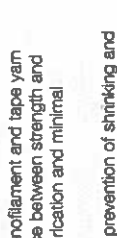
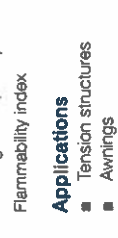
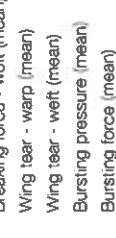
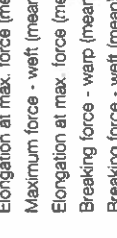
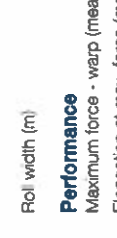
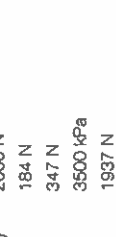
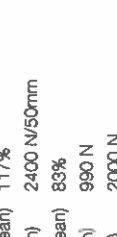
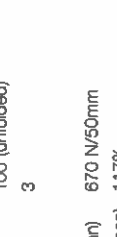
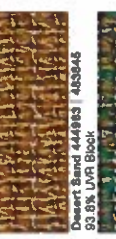
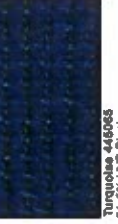
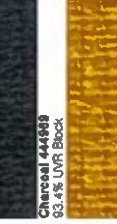
Maximum force - warp (mean)	670 N/50mm
Elongation at max. force (mean)	117%
Maximum force - weft (mean)	2400 N/50mm
Elongation at max. force (mean)	83%
Breaking force - warp (mean)	990 N
Breaking force - weft (mean)	2000 N
Wing tear - warp (mean)	184 N
Wing tear - weft (mean)	347 N
Bursting pressure (mean)	3500 kPa
Bursting force (mean)	1937 N
Flammability index	12

## Applications

- Tension structures
- Awnings
- Shade sails
- Car Park structures

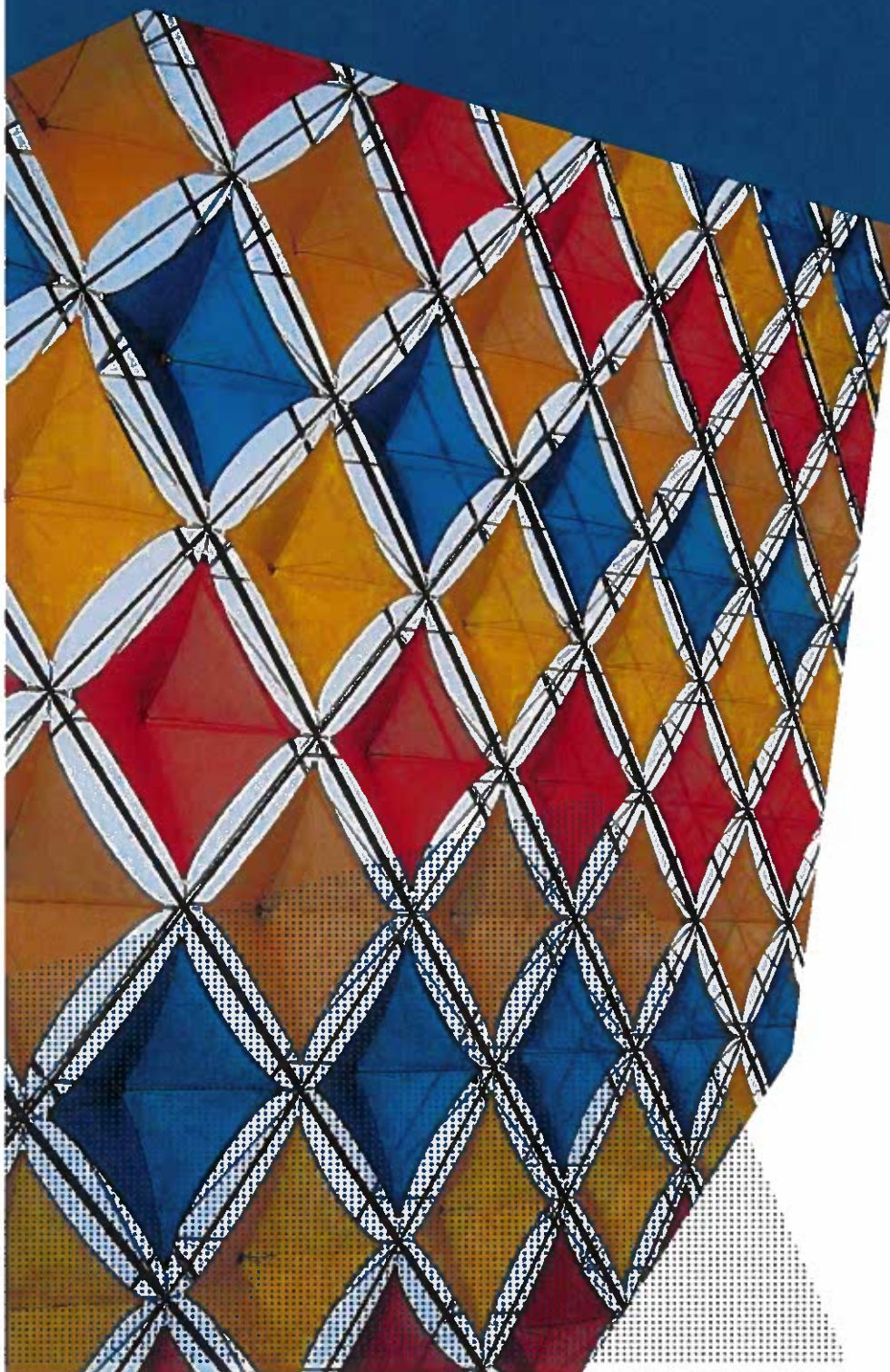


Natural 446003 | 483951  
93.1% UVR Block



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## **GARDEN SHOP LANDSCAPING**

Parks • Sports Fields •  
Commercial Landscaping Services

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6/2/2025

High Desert Montessori  
101 Fantastic Dr.

RE: Shade System Installation choices

Garden Shop Landscape proposes the scope of work below.

**Scope of Work:**

**Shade Structures:**

- Furnish and install (Qty.1) 10'x10'x10' Shadeplay Max single post shade
  - **Cost: \$13,869.00**
- Furnish and install (Qty.1) 12'x12'x12' Shadeplay Max single post shade
  - **Cost: \$15,002.00**
- Furnish and install (Qty.1) 16'x16'x12' Shadeplay Max single post shade
  - **Cost: \$17,124.00**
- Furnish and install (Qty.1) 20'x25'x10' four post shade system
  - **Cost: \$29,891.92**
- All shade installations include 6' safety fencing, footing excavation, rebar reinforcements and concrete.
- Please see attached for color selection of shade structure posts and shade canopies.

All plans and descriptions are proprietary and not to be shared with other contractors.

Note: renderings are labeled with the incorrect school Name but they will work for reference. We can make the structures taller up to 4' at minimal extra cost. The single post can be both pyramid and inverted options.

Submitted,

Mike Warden  
Estimator/PM  
775-240-2063  
mjwarden@gardenshplandscaping.com



# **Bylaws**

of the

## **High Desert Montessori School:**

### **A Washoe County School District Public Charter School**

(Amended on 25th of May, 2022)

## **Article I: Introduction**

### **Section I: Name, Location and Address**

The name of this Charter School is the High Desert Montessori School, hereafter referred to as "HDMS" or 'School'. It maintains its offices at 101 Fantastic Drive, Reno, Nevada.

### **Section II: Legal Status**

The School is a nonprofit corporation organized under Chapter 82 of the Nevada Revised Statutes. Unless otherwise provided in the Articles of Incorporation or in the Bylaws, the Corporation may exercise any power or authority conferred on nonprofit public benefit corporations by law. Further, the School is a charter school pursuant to Nevada Revised Statute 388A.270 sponsored by the Washoe County School District. The Governing Board of the School is an independent body and shall govern in accordance with these Bylaws. The Board plans and directs all aspects of the school's operations; it maintains the School's Charter and takes steps necessary to ensure the continuity and well-being of the School consistent with the mission stated herein and in the Charter.

### **Section III: Purpose and Mission**

The School is organized and shall be operated exclusively for charitable, religious, educational, scientific, and literary objects and purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and to promote such other charitable objects and purposes as determined by the Board of Directors, in its discretion and as set forth in Article III of the Articles of Incorporation. Specifically, the purpose of the School is to provide education to children from early childhood through high school and shall be operated exclusively for educational objectives and purposes. The School exists to make Montessori education accessible to all children regardless of economic status and cultural background.

### **Section IV: Non-Discrimination**

The School shall not discriminate on the basis of race, color, religion, national or ethnic 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, color, 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 II: Governance**

### **Section I: Board Members**

1. A Board consisting of at least 5 and no more than 15 individuals governs HDMS. The minimum composition of the Board shall conform to the statutory mandate at NRS 388A.320 that requires:
  - 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.

In addition to the minimum requirements outlined above, the Board shall endeavor to have at least two members who are parents of children enrolled in the School and at least one member who is a non-voting faculty representative.

2. All Board Members should share a devotion to the purpose and Mission of the School. To extent feasible, persons with Montessori training, including certification from AMS, AMI, or a MACTE Accredited organization, will be recruited for board membership. The Board Members shall represent the interests of all residents of Washoe County.

### **Section II: Selection of Board Members**

1. The selection of a new Board Member to fill any vacancy shall be the exclusive right of the Board of Directors. It takes a majority vote of the Board to approve a new Board Member.
2. Except with respect to paragraph 3 of this section, the Supervising Employee or Board Members shall recommend appropriate persons to the Board for new board membership.
3. One member shall be selected from the Parent Association (PTO) described in Article VII.
4. The School shall notify the Washoe County School District within ten days of the selection of a new Board Member.
5. All new Board Members shall prepare an affidavit for submission to the Department of Education

indicating that he/she has not been convicted of a felony or of an offense involving moral turpitude and that he/she has received training and material designed to assist the member to act as a governing board member.

### **Section III: Terms**

1. Board Members shall serve three-year terms. The terms for Board Members coincide with when they were appointed to the board and renew on July 1. Board members must have served over half of the school year for it to be considered a full year of membership.
2. Subject to law, Board Members are restricted to three consecutive terms.
3. The board shall make every effort to stagger appointments to the board.

### **Section IV: Vacancies**

1. Vacancies may occur either by resignation, removal or death. Upon receipt of a Board Member's written resignation, the agenda for the next regularly scheduled meeting will include an item by which the board may accept such written resignation. The resignation may be withdrawn up until the Board takes formal action.
2. Upon resignation or removal of a Board Member, the Board may appoint another person to fill the unexpired term or begin a new-term at its discretion.

### **Section V: Powers, Duties and Responsibilities of Governing Supervisors**

1. Subject to the provisions of Nevada law, the business and affairs of the HDMS shall be the responsibility of the Board of Directors as a whole. The Board shall have all duties and responsibilities required of them under Nevada law and the charter granted pursuant thereto and have all powers allowed thereunder. All such powers, duties, and responsibilities shall be exercised directly by the Board of Directors, at the direction of the Board, or through appropriate and clearly defined delegation to the School's Supervising Employee. The Board of Directors, in performing its duties, authority, and responsibility, shall cause and ensure that the school, without limitation:
  - a. Develops annually a School schedule of events and activities;
  - b. Adopts all policies required of the School under law and adjusts same when appropriate including a policy to enable Board decisions to remain free from conflict;
  - c. Develops and approves an annual budget and financial plan which shall be monitored and adjusted as necessary throughout the year;
  - d. Submits a final budget to the state pursuant to statute and regulation;
  - e. Perform all audits required by law;
  - f. Ensures ongoing evaluation of the school and provides public accountability;
  - g. Upholds and enforces all laws relating to Charter School operations;
  - h. Hires and evaluates a person who will be responsible for day to day operation of the School;
  - i. Improves the School and further develops the School;
  - j. Strives for a diverse student population, reflecting the community;
  - k. Ensures adequate funding for the School's operation;
  - l. Enters into appropriate contracts and ensures that all contracts into which the School has

entered are performed according to such contracts.

2. Board Members may receive compensation in accordance with NRS 388A.320.
3. The Board may delegate such of its collective responsibilities and duties to a committee of the Board or to one Supervising Employee who may be an Administrator as it deems appropriate and necessary so long as the delegation includes mechanisms by which the Board is able to maintain its accountability for such responsibilities. Such delegated duties and responsibilities may only be delegated pursuant to a vote of a majority of the then existing Board.

## **Section VI. Orientation/Training**

New Board Members will be given an orientation prior to their first Board meeting. Written materials shall be given to new Board Members in the form of a board packet.

Board Members will receive general board training no less than one time per year at a board retreat

## **Section VII. Board Protocol**

The Board shall use Robert's Rules of Order unless otherwise specifically described in these Bylaws.

## **Section IX. Removal**

Subject to law to the contrary, Board Members may be removed for cause upon an affirmative vote of a majority of the then existing board members. The Board shall adopt standards to ensure that any removal will not be arbitrary or capricious. Such standards may address, without limitation, issues such as moral turpitude, attendance, participation or disruptive behavior.

## **Section X. Insurance**

The school shall purchase errors and omission insurance for its Board Members.

## **Article III: Officers**

### **Section I: Responsibilities of Officers.**

The Board shall elect the following officers: Chairperson, Vice Chairperson, Immediate Past Chairperson, Secretary, and Treasurer. Such officers shall be governing supervisors, either elected or appointed.

1. The Chairperson shall be responsible to conduct board meetings efficiently and in accordance with the published agenda assuring that the agenda's time frames are adhered to and shall have such other powers and duties as may be prescribed by the Board.
2. The Vice Chair shall be responsible to conduct board meetings in the absence, inability, or refusal to act of the Chairperson and shall exercise and discharge any other duties as may be required by the Board.
3. The Secretary shall certify the minutes of the board meetings and shall cause to be kept, at the principal's office or such other place, as the Supervisors shall direct, a book or file of minutes of all meetings and actions of the Board. Further, the Secretary shall give or cause to be given, notice of all board and board subcommittee meetings and shall ensure the safekeeping of all official correspondence and board records.
4. The Treasurer, as the Chief Financial Officer, shall ensure that a draft annual budget and relevant updates are produced for Board approval as well as ensure that the School's financial affairs are conducted pursuant to its financial policies and generally accepted accounting principles. The Treasurer shall ensure that adequate and correct books and records of accounts of the assets and business transactions of the Board are maintained and shall ensure that the book of accounts shall be open to inspection by any Board Member at all reasonable times. The Treasurer shall chair the finance committee.
5. The Immediate Past Chairperson shall be automatically filled by the individual who filled the Chairperson position in the previous year. This position shall serve to assist in transitioning the leadership of the organization for up to one year. This position is only advisory, and is non-voting.

### **Section II. Terms and elections.**

1. The Board shall elect officers in May of each year.
2. Officer terms run from July 1-June 30.
3. Officers serve one-year terms.
4. Officers may serve up to three consecutive one-year terms.
5. Vacancies occurring prior to the end of a term shall be filled by a majority vote of the Board Members to fill the unexpired term.



## **Article IV: Committees**

### **Section I: General**

1. The Board, by majority vote of all its members, may designate one or more committees, each consisting of at least one Board Members, to serve at the pleasure of the Board to assist it in performing its duties.
2. Though such committees shall perform all responsibilities and duties explicitly assigned by the Board, the Board may not delegate any of its statutory duties to such committees nor delegate the powers to enter into contracts, or to hire and terminate employees to any such committee.
3. The Board may request such committees to make recommendations to the full Board for approval concerning such matters and such committees are encouraged to propose actions to the Board when appropriate.
4. Upon the creation of a committee, the Board shall outline the committee's responsibilities, duties, tasks, and authority with enough specificity to allow such a committee to clearly understand its role. The Board may amend, from time to time, such a role for good cause.
5. The Board may unilaterally revoke, by a majority of its members, any delegated activity or decision making authority it has given to any such committee at any time.

### **Section II: Specific Committees**

**Identification.** There may be a Finance Committee, a Personnel Committee, Academic Committee and Governance Committee; Other committees will be identified as needed.

#### **1. Personnel Committee /Recruitment and Retainment**

- a) **Membership:** If the Board of Directors chooses to have a Personnel Committee, rather than to perform the below described functions itself, only Board Members may serve on the Personnel Committee.
- b) **Function:**
  - 1.b.i. Annual review of designated supervising employees with recommendation to the full Board.
  - 1.b.ii. Periodic review of staffing patterns to ensure that such is consistent with the School's annual and five-year plans.

#### **2. Finance Committee:**

- a) **Membership:** The Finance Committee will perform the below described functions itself, that committee shall include a minimum of one Board Member. If there is only one Board member on the finance committee, it shall be the Treasurer. Regardless of the number of Board members on this committee, the Treasurer shall be the committee's chairperson.

b) **Meetings:** The finance committee shall meet a minimum of 4 times a year and must notify the full Board if a special meeting must be called to deal with budget exigencies.

c) **Function:**

2.c.i. Ensure that a draft budget for the next fiscal year is presented to the entire Board no later than April 1 of each year and that updates of the budget are presented to the Board as necessary throughout the year.

2.c.ii. Assure that all contractual commitments are being appropriately discharged.

2.c.iii. Ensure that relevant and adequate financial statements are presented to the Board in a timely manner.

2.c.iv. The Board shall not delegate any financial or budget making or modification authority to the Finance Committee, however such committee is responsible to make informed and reasoned recommendations to the full Board including major contracts, grants or donations.

2.c.v. Ensure that the School's financial affairs are properly functioning pursuant to standard accounting practices, state law and the requirements of the School's charter.

2.c.vi. Ensure that the School's final budget is submitted to the Department of Education on or before June 8 of each school year or other date upon regulatory change.

2.c.vii. Ensure that any and all contracts into which the School enters to assist it with its financial affairs including any audit required are periodically reviewed for sufficiency and their performance.

### **3. Academic Committee:**

a) **Membership:** If the Board of Directors chooses to have an Academic Committee rather than perform the below described functions itself, such committee shall be composed of the or more statutorily defined teachers on the Board and the School's designated Supervising Employee.

b) **Function:**

3.b.i. Implementation of the policies adopted by the Board as they relate to the academic program and the development and implementation of the School's academic program subject to those matters under the law and the School's charter, which the Board cannot delegate. However, for such academically related matters, this committee is responsible for making appropriate recommendations for approval of the full Board. The committee shall, however, fully inform the full Board of its activities by no less than written quarterly reports.

### **4. Board Governance Committee:**

a) **Membership:** The Governance Committee shall perform the below described functions itself, such committee shall be composed of at least two (2) Board members and the School's designated Supervising Employee.

b) **Function:**

1.1.1.1. Create and communicate individual board member roles and

### Responsibilities

- 1.1.1.II. Manage board composition and nomination process, including new member orientation
- 1.1.1.III. Encourage board development
- 1.1.1.IV. Assess board effectiveness
- 1.1.1.V. Prepare board leadership

## Article V. Staff

### Principal

The Board may designate one of its employees to function as the *Principal* of the school. Any such person must have the qualifications described in NAC 386.100 subsection 2 and *preferred to have significant Montessori experience with certification from a MACTE accredited institute*. Such a person shall have the authority to act in such capacity as delegated by the Board of Directors provided that such action is consistent and not in conflict with the general aims and objectives of the Board and applicable law. Such a person is the *Principal* for the School and shall administer the School in accordance with Board direction and generally accepted educational practices *related to curriculum, instruction, student growth, parent partnerships and creating a safe and respectful learning environment. The position reports directly to the Board of Directors*. In the absence of a *Principal*, the Board shall designate a supervising employee, who shall be charged with the hiring, firing and supervision of other school personnel and who shall discharge the duties assigned by the Board. The Board hires the *Principal* for the School and sets their compensation. The term can be for any length the Board chooses. The Board, annually, shall evaluate any such staff person.

### Executive Director

The Board may designate one of its employees to function as the *Executive Director* of the school. Any such person must have the qualifications *at a minimum of a Bachelors or Master's Degree with relevant equivalent experience. The Executive Director is responsible for overseeing the business administration and strategic plan of the organization. Other key duties include fundraising, marketing, working with nonprofits, and community outreach. The position reports directly to the Board of Directors*. Such a person shall have the authority to act in such capacity as delegated by the Board of Directors provided that such action is consistent and not in conflict with the general aims and objectives of the Board and applicable law. Such person is the *Executive Director* for the School and shall administer the School in accordance with Board direction and generally accepted educational *and business* practices. In the absence of an *Executive*

*Director*, the Board shall designate a supervising employee, who shall be charged with the hiring, firing and supervision of other school personnel and who shall discharge the duties assigned by the Board. The Board hires the *Executive Director* for the School and sets their compensation. The term can be for any length the Board chooses. The Board, annually, shall evaluate any such staff person.

## **Article VI Meetings**

### **Section I: Regular Meetings**

The Board, by a majority of its members, shall establish a regular day and place for meetings that shall occur no less frequently than quarterly.

### **Section II: Special Meetings of the Board**

Special meetings of the Board, for any purpose, may be called at any time by any of the officers upon notice sufficient to meet the requirements of the Nevada Open Meeting Law.

### **Section III: Annual Meeting**

The Annual Meeting shall occur in May of each year. Such a meeting takes place during the scheduled meeting for that month and is the meeting at which officers are selected. Officer terms run from July 1-June 30.

### **Section IV: Open Meeting Law**

Notice of the Board's meetings and the meetings of the School's committees are subject to the Nevada Open Meeting Law. Therefore, notice of such meetings and the agenda related thereto shall be posted at least three days prior to the meeting. The Board shall maintain a list of all those who wish to be notified of the Board's regularly monthly meeting and the meetings of any of its subcommittees and shall send notice to all those who request notice of relevant meetings one full week prior to the meeting date. Washoe County School District, as the School's sponsor, shall be notified of all Board meetings.

### **Section V: Agenda for Regularly Scheduled Board Meeting**

1. Format of the Agenda: The agenda's format shall conform to effective and efficient meeting practice. Committee reports, if any, 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.

2. Creation of the Agenda. There shall be an agenda item at the end of each agenzized meeting denoted "next and future agenda items".

3. Additions to the Agenda. In addition to those items described and requested at the previous meeting, 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. The school's Supervising Employee or Administrator must receive such requests 10 calendar days or more prior to the next Board meeting.

4. Prioritization. If, in the opinion of the Board Secretary, inclusion of all such items necessitates a meeting of longer than two hours in length, s/he, in consultation with the other officers, shall request those items that are informational to be provided in written format and provided by noon on the day that the agenda is sent out, and reduce the time allocation to such items to five minutes or less. If such adjustment still does not bring the estimated time of the Board meeting to less than 2 hours, the officers shall delete items from the agenda based on the following criteria:

- a. Items requiring a decision of the Board have a higher priority than discussion of emerging issues.
- b. Any items bumped from the agenda shall be given priority at the next Board meeting

5. Action items. Any item upon which there is potential Board action shall be sufficiently described to enable a person reading the agenda to know the specific subject of the proposed action and the decision requested.

6. Length of meetings. Board agendas shall be structured so that the normal business of the Board will be accomplished in a two-hour period of time. The Chair shall responsibly enforce the agenda and the time frames given

7. The Board Chairperson shall approve the published agenda.

## **Section VI: Quorum**

1. A majority of Board Members shall constitute a quorum for the transaction of business. Except as described in these bylaws (e.g. where more than a majority of all Board members is required), any act or decision done or made by a majority of the Board Members present at a meeting duly held at the time a quorum is present, shall be regarded as an act or decision of the Board, subject to the provision of Nevada law.

2. A Board Member participating by telephone or virtually may contribute to a quorum for any decision or act made or done if such person was present by phone and available to interact during all of the presentation(s), discussion and decision relevant to the decision or act.

3. Proxy voting is not allowed.

## **Section VII: Closed Session**



Any Board Member may close a meeting during any special or regular Board meeting where issues concern those of personnel or other matters requiring confidentiality, provided such closing is in compliance with Open Meeting Law.

### **Section VIII. Minutes**

Minutes shall be taken at all Board and Committee meetings and shall be approved by the Board Secretary and kept in the school. Such minutes are public records.

### **Section IX. Public Comment**

Time shall be set aside at each Board and Committee meeting for public comment in accordance with Open Meeting Law. After the speaker identifies his or her name, address, and affiliations, public comment shall be limited to no more than three minutes.

## **Article VII Parent Association**

There shall be a Parent Association to facilitate parent involvement with the school. The Parent Association has the right to select from those of its members who have participated in a School provided Montessori orientation program, a member to be a member of the Board of Directors.

## **Article VIII 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 IX Revocation of Charter or Dissolution**

The property of the Corporation is irrevocably dedicated to charitable purposes. Upon the dissolution, liquidation and winding up of the Corporation, assets shall be distributed to one or more organizations entitled to exemption from federal income tax under § 501(c)(3), or shall be distributed to the federal government or to one or more state or local governments for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations as said court shall determine which are organized and operated exclusively for such

purposes.

## **Article X Conflict of Interest**

**Section 1. Duty to Disclose.** Each officer and Director shall comply with the procedures of the School's conflicts of interest policy with respect to any transaction in which an economic benefit is provided by the Corporation to a Director or officer:

- (a) in exchange for services rendered,
- (b) in connection with the purchase or sale of one or more assets or services, or
- (c) in connection with any partnership, joint venture or revenue sharing arrangement (an "Applicable Transaction"). The Board may provide parameters from time to time defining transactions that are not subject to this policy to the extent that the authorized officers of the School comply with the parameters set forth in such policy, in which case such transaction will not be considered an Applicable Transaction.

**Section 2. Approval of Applicable Transactions.** Except as otherwise provided pursuant to the School's policy, all Applicable Transactions must be approved by the affirmative vote of a majority of a quorum of the Board in advance in accordance with the following procedures:

- (a) **Disinterested Board.** Any officer or Director that will benefit, directly or indirectly from such Applicable Transaction, shall not participate in any discussions with respect to the Applicable Transaction, except to the extent of the disclosure required hereunder and in the conflicts of interest policy and in response to inquiries of the disinterested members of the Board, and shall leave the room before the Board votes to approve or disapprove the Applicable Transaction.
- (b) **Acquisition of Relevant Data.** The Board shall determine and obtain sufficient comparable data, including, but not limited to asset or business valuation appraisals, compensation surveys, copies of third-party bids or offers, and such other data necessary for the Board to determine, in good faith, that the value of the economic benefits provided to the officer or Director are fair in comparison to the assets, services or other consideration to be provided by the officer or Director to the School.
- (c) **Records of Proceedings.** The Board shall document, before the implementation of the Applicable Transaction:
  - i. the name of the officer or Director, the nature of the Applicable Transaction, a summary of the comparable data reviewed, a summary of any other action taken to determine the economic fairness of the Applicable Transaction to the School, and the Board's decision as to whether such Applicable Transaction is approved; and
  - ii. the names of the persons who were present for discussions and votes relating to the Applicable Transaction, the content of the discussion, and a record of any votes taken in connection therewith.

## **Article XI Amendment of Bylaws**

These bylaws may be amended by a two-thirds majority of its then existing members, providing a

fourteen-day written notice has been given prior to the meeting during which the bylaws are amended and that the issues generating the proposed bylaw change were discussed at the prior regularly scheduled meeting.

### **Certification of the Secretary**

I, the undersigned, certify that I am the presently elected Secretary of the High Desert Montessori School created pursuant to Nevada Statute. The above-amended bylaws, consisting of 11 pages, are the bylaws of the School as amended at a meeting of the Board of Directors held on May 25, 2022

\_\_\_\_\_ Board Secretary

\_\_\_\_\_ Date

# HDMS Board Bylaws

## Proposed Amendment

### Article II: Section VII

#### BOARD PROTOCOL POLICY

1. Only the Board as a whole has authority. We agree that a Board member will not take action or give direction individually to the School Administration. We do not expect staff or the School Administrator to act on individual statements, suggestions, direction or advice from individual Board members. We agree that once the Board has acted, only the Board can change that action. Board members who need information to make decisions are asked to make their requests to the School Administrator with a cc to the Board Chairperson.
2. The Board Chairperson is the spokesperson for the Board regarding decisions made by the Board. The School Administrator is the primary spokesperson for the School. All Board members are encouraged to assist with School communication in the community and we agree our public presentations will accurately and fairly reflect Board decisions and process.
3. We agree that any Board member that testifies before any public or legislative body that they will first state the Board's position before their own. We agree that we will inform the School Administrator of any contacts made with Legislators by Board members on any issue. Regarding legislation on which the Board has not taken a position, the School Administrator will keep the Board informed of the School response. Board members will inform colleagues and the School Administrator of their testimony at legislative hearings.
4. Board meetings are for decision-making, action, and votes. Board discussion should be concise and pertinent to the issue. If a Board member needs more information or has questions, the School Administrator should be contacted before the meeting.
5. In order to enable the Board to make the best possible decisions, there should be no surprises at Board meetings
6. The last stop, not the first, will be the Board. We agree to follow the chain of command and insist that others do so as well. While the Board is eager to listen to its constituents and staff, each inquiry is to be referred to the person who can properly and expeditiously address the issue.
7. Recognizing our responsibility to act in a manner that is professionally ethical and governed by common decency and not to expose the School to litigation, we will consult personally with the School Administrator when we have concerns about the performance of the same. Alternatively, we will consult with the Board Chairperson

and the School Administrator , or we will request an Executive Session in concert with one other Board Member and take up our concerns with the Board as a whole. We will not speak negatively about the School Administrator with anyone outside the Board or the School's legal counsel, and we will take no action to undermine the authority or reputation of our employee, i.e., the School Administrator. Conduct of a Board member is very important. We agree to avoid words and actions that create a negative impression of an individual, the Board, the School Administrator, any member of the staff, or the School. We encourage debate and differing points of view, and we will do it with care and respect.

8. The Board will consider research, best practices and public input in its decision-making process.
9. Board meetings are where the Board does its work in public. We agree to speak to the issues on the agenda and attend to our fellow Board members. Facts and/or the information that will be needed from the administration will be referred through the School Administrator.
10. Violation of these principles will be addressed by the Board Chairperson and can range from discussion to censure.
  - a. Process for Addressing Board Member Violations: The Board and its individual members are committed to faithful compliance with the provisions of the Board's Policies, Bylaws, Code of Ethics, and Protocol. In the event of a member's violation of any of the above, the Board will seek remedy by the following process:
  - b. If possible, a conversation will take place between the Board member who is perceived to have violated the provisions of the Board's Policies, Bylaws, Code of Ethics, or Protocols and the Board member who believes the violation has occurred.
  - c. Conversation between the offending member, the Board Chairperson, and the alleging member. In the event the Board Chairperson is the offending member, the Board Vice Chairperson will hold the meeting with the alleging Board member present.
11. Discussion in a Board self-evaluation between the offending member and the full Board with a member of the Nevada Association of School Boards, or agreed upon facilitator. iv. As a last resort, and only after thoughtful deliberation, the Board may vote to censure the offending member of the Board.