



## F.A.M.E., Inc.

### Board Meeting

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#### Date and Time

Saturday December 12, 2020 at 10:00 AM CST

#### Location

Virtual on Zoom

December 2020 FAME Board Meeting

<https://zoom.us/j/94887079253?pwd=dGxYYm1LSzlhWkhaUHNKSFVHbzQrUT09>

Meeting ID: 948 8707 9253

Passcode: 876427

One tap mobile

+13126266799,,94887079253#,,,,,0#,,876427# US (Chicago)

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#### Agenda

##### I. Opening Items

Opening Items

**A.** Call the Meeting to Order

**B.** Record Attendance and Guests

**C.** Approve Minutes

It is recommended that the board approve the minutes from the September 19, 2020 meeting with any suggested modifications or changes.

Approve minutes for Board Meeting on November 14, 2020

**D. Acknowledgement**

The FAME Board would like to acknowledge the six years of service of Mr. Calvin Tregre to Audubon Schools. Mr. Tregre has served as Treasurer of the board since his appointment in 2014.

We thank him for his service and wish him the very best as he goes onto other endeavours.

**II. Other Business**

**A. Approval of Bus Contract (K & S Transportation)**

The Administration recommends that the board approve a transportation contract with K & S Transportation as outlined to provide yellow bus transportation for the Audubon Gentilly campus as required by the school charter.

**B. School Calendar 2021-2022**

The Administration requests that the board approve the attached calendar for the 2021-2022 school year subject to any changes recommended by NOLA-PS.

**C. Board Calendar 2021**

The Board will set the meeting calendar for the 2021 year.

**III. Finance Committee**

Finance Committee

**A. Financial Statement October 2020**

Review the October 2020 Financial Statements of Audubon Schools

**B. Audit Status Report**

**IV. CEO Search**

**A. CEO Search Updates**

The CEO Search Committee Chairperson will provide updates on the search process and next steps.

**V. CEO's Report**

**A. Academic Report**

The Administration will provide an academic update.

**B. Training Center Update**

**C. Operations Report**

**D. Development Report**

**E. Parent Reports**

**VI. Closing Items**

**A. Announcements**

The next meeting of the FAME Board will share more information regarding this meeting at a later time.

**B. Adjourn Meeting**

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All non-FAME board or staff attendees are asked to ensure that their microphones remain on mute for the duration of this call. If any attendee would like to make a public comment, please do so using the chat function provided in the Zoom Meeting tool.

# Coversheet

## Approve Minutes

<b>Section:</b>	I. Opening Items
<b>Item:</b>	C. Approve Minutes
<b>Purpose:</b>	Approve Minutes
<b>Submitted by:</b>	
<b>Related Material:</b>	Minutes for Board Meeting on November 14, 2020

APPROVED



## F.A.M.E., Inc.

### Minutes

#### Board Meeting

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##### Date and Time

Saturday November 14, 2020 at 10:00 AM

##### Location

Topic: November FAME Board Meeting

Time: Nov 14, 2020 10:00 AM Central Time (US and Canada)

##### Join Zoom Meeting

<https://zoom.us/j/98420107490?pwd=ZVIJbUZVdUhvMndYY3VtV09GdXJwUT09>

Meeting ID: 984 2010 7490

Passcode: 696622

##### One tap mobile

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+19294362866,,98420107490#,,,,,0#,,696622# US (New York)

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##### Directors Present

B. Connick (remote), C. Lebas (remote), C. Tregre (remote), J. Jalice (remote), L. Moran (remote), R. Fernandez (remote), R. Kirschman (remote), T. Lasher (remote)

##### Directors Absent

C. Lawson, D. Omojola

##### Directors who arrived after the meeting opened

T. Lasher

##### Ex Officio Members Present

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L. Brown (remote)

### **Non Voting Members Present**

L. Brown (remote)

### **Guests Present**

A. Dupre (remote), D. LaViscount (remote), Daniel Held (remote), Darleen Mipro (remote), K. Turner (remote), L. Spearman (remote), Lisa Hooper (remote), M. Forcier (remote), Micah (remote)

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## **I. Opening Items**

### **A. Call the Meeting to Order**

J. Jalice called a meeting of the board of directors of F.A.M.E., Inc. to order on Saturday Nov 14, 2020 at 10:07 AM.

### **B. Record Attendance and Guests**

### **C. Approve Minutes**

R. Kirschman made a motion to approve the minutes from Board Meeting on 09-19-20.  
C. Tregre seconded the motion.  
The board **VOTED** to approve the motion.

## **II. Other Business**

### **A. 2020-2021 Enrollment Updates**

### **B. 2020-2021 School Year Calendar Update**

### **C. Approval of Bus Contract (K & S Transportation)**

Item was deferred. Administration has not yet received all of the pertinent documentation from vendor and would like all components to be in place before asking board to execute the contract.

## **III. Governance Concerns**

### **A. Election of Board Members**

C. Tregre made a motion to elect Jorge Perez and Harold Trey LeBlanc to the FAME Board effective January 1, 2021.  
R. Kirschman seconded the motion.

Board Chairperson recommended the appointment of these two board members since they have served on the Finance Committee over the past year and will be able to continue their oversight in an expanded capacity.

The board **VOTED** to approve the motion.

#### **IV. CEO Search**

##### **A. CEO Search Updates**

The CEO Search Committee will schedule a meeting following Thanksgiving to discuss the selection of a search firm to move the process forward.

#### **V. CEO's Report**

##### **A. Compliance Concerns**

T. Lasher arrived.

##### **B. Academic Report**

##### **C. Training Center Update**

##### **D. Operations Report**

##### **E. Development Report**

##### **F. Parent Reports**

#### **VI. Closing Items**

##### **A. Announcements**

##### **B. Adjourn Meeting**

C. Tregre made a motion to adjourn the meeting.

R. Kirschman seconded the motion.

The board **VOTED** to approve the motion.

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 11:24 AM.

Respectfully Submitted,

L. Brown

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All non-FAME board or staff attendees are asked to ensure that their microphones remain on mute for the duration of this call. If any attendee would like to make a public comment, please do so using the chat function provided in the Zoom Meeting tool.



# Coversheet

## Approval of Bus Contract (K & S Transportation)

<b>Section:</b>	II. Other Business
<b>Item:</b>	A. Approval of Bus Contract (K & S Transportation)
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	1. K S Transportation-Contract_EXECUTED.pdf

## **STUDENT TRANSPORTATION AGREEMENT BETWEEN**

**[Audubon Schools]**

**AND**

**[SHAR-KYC, LLC]**

## **STUDENT TRANSPORTATION AGREEMENT**

This Student Transportation Agreement (this "Agreement"), dated and made effective as of the 13th day of November, 2020 (the "Effective Date"), is entered into by and between SHAR-KYC, LLC, a Louisiana Limited Liability Company with its principal place of business at 6032 Wickfield Drive, New Orleans, LA 70122 (together with its successors and assigns, the "Contractor"), and Audubon Schools (the "School") with its principal place of business located at 4720 Painters Street, New Orleans, LA 70122.

### **WITNESSETH:**

**WHEREAS**, the School desires to engage Contractor to provide, and Contractor desires to provide to the School, the Services (as defined below), including certain transportation services for Students enrolled at the School, subject to the terms and conditions set forth in this Agreement and in accordance with the requirements for school bus operators set forth by the City of New Orleans.

**NOW THEREFORE**, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

### **ARTICLE I DEFINITIONS**

"AM Route Services" – as defined in Section 2.1(a)(i) of this Agreement.

"Applicable Law" – means any applicable federal, state, or local law, statute, ordinance, rule, guideline, regulation, order, writ, decree, judgment, agency requirement, license or permit.

"Bus Policies" – means those Bus Policies set forth in Exhibit A hereto and made a part hereof.

"Bus Stop" – as defined in Section 2.1(a)(i) of this Agreement.

"Cancelled School-Day" – means a School-Day that is cancelled before its start, for any reason, by the School in its sole discretion.

"Compensation" – as defined in Section 4.1(a) of this Agreement.

"Designated Arrival Time" –as defined in Section 2.3(e) of this Agreement.

"Designated Departure Time" –as defined in Section 2.3(e) of this Agreement.

"Expenses" – as defined in Section 4.1(b) of this Agreement.

"Force Majeure" – as defined in Section 4.2(c) of this Agreement.

"Indemnified Losses" – as defined in Section 9.1(a) of this Agreement.

"Indemnified Party" – as defined in Section 9.1(a) of this Agreement.

"Indemnifying Party" – as defined in Section 9.1(a) of this Agreement.

"Loaned Materials" – as defined in Section 4.1(c) of this Agreement.

"Monitor" – as defined in Section 10.1 of this Agreement.

"Payment Invoice" – as defined in Section 4.1(a) of this Agreement.

"Permits" – as defined in Section 7.1(b) of this Agreement.

"PM Route Services" – as defined in Section 2.1(a)(ii) of this Agreement.

"Qualified Driver" – means a driver of a School Bus who meets or exceeds the following qualifications:

(i) Is trained, qualified, and licensed in accordance with Applicable Law and with the rules and regulations of School, and undergoes continued qualification and certification in accordance with Applicable Law; and

(ii) Possesses a valid license or permit issued by this State and, where applicable, local jurisdiction authorizing such person to operate a School Bus. Contractor shall provide a copy of such licenses or permits to School; and

(iii) Is certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions, which, absent reasonable accommodation, would limit safe operation of a School Bus. The physical examination shall be conducted prior to employment and periodically thereafter; and

(iv) Has completed a background check as required by Applicable Law. The results of the background check are to be maintained by Contractor and provided to School upon request; and

(v) Possesses a satisfactory driving record and criminal history record, Contractor shall review such records prior to employment and periodically thereafter to the extent permitted or available by law. For purposes of this requirement, a driving record shall be unsatisfactory if, among other reasons, the individual's license has ever been suspended or revoked for driving related incidents, and a criminal history record shall be unsatisfactory if, among other reasons, the individual has been arrested or convicted of offenses identified in La. R.S. 17:491.3, R.S. 17:16, R.S. 15:587.1 or any justified complaint of child abuse or neglect on file in the central registry pursuant to Article 615 of the Louisiana Children's Code; and

(vi) Prior to employment by Contractor and from time-to-time thereafter, to the extent permitted by Applicable Law, undergoes such tests as may reveal, within a reasonable degree of medical or scientific certainty, the presence or absence of drugs or controlled substances in the body and such tests as may clinically reveal alcoholism or alcohol abuse, and negative present findings for such tests shall be a condition of employment; and

(vii) Observes the highest possible standards of safe driving at all times and

strictly complies with all applicable Commercial Driver's License rules and regulations, local parking and zoning laws and regulations as well as all provisions of the State's applicable Motor Vehicle Laws; and

(viii) Meets any other criteria required by or law or by School's policies, rules or regulations.

"Qualified Third Parties" – means any third-party to whom the Contractor has subcontracted, assigned or delegated its responsibilities or obligations hereunder after having (i) received the School's prior written approval to do so and (ii) agreed in writing to be bound by Contractor's responsibilities and obligations hereunder.

"Rate Schedule" – means the Rate Schedule set forth in Exhibit C attached hereto and made a part hereof.

"Routing Information" –as defined in Section 2.3(e) of this Agreement.

"Routing Parameters" –as defined in Section 2.3(e) of this Agreement.

"School Bus" or "School Buses" – means any vehicle or vehicles used by Contractor or Qualified Drivers to provide the Services hereunder.

"School-Day" means each day of the week, not including Saturdays and Sundays or any holidays (including Summer break) identified on the School Calendar.

"School Premises" – as defined in Section 2.1(a)(i) of this Agreement.

"School-Year" means the period of time commencing on the 1<sup>st</sup> day of July each year and terminating on the 30<sup>th</sup> day of June the following year, unless otherwise modified by the mutual agreement of the School and Contractor

"Services" – as defined in Section 2.1(a) of this Agreement.

"Special Event Route Services" – as defined in Section 2.1(a)(iii) of this Agreement.

"State" – means the State of Louisiana.

"Student Safety Incident" – as defined in Section 2.3(d) of this Agreement.

"Students" – means those students who the School has authorized the Contractor to transport, as provided in this Agreement.

"Term" – means the term of this Agreement.

## **ARTICLE II**

### **TRANSPORTATION SERVICES**

#### **Section 2.1            Services.**

(a) Subject to the terms and conditions of this Agreement, the School hereby engages Contractor, and Contractor hereby accepts engagement, as an independent contractor to the School, to furnish transportation to and from the School for the Students during the days and hours, and over the approved routes, transfer points and stops, set forth in this Agreement and in Exhibit A attached hereto and made a part hereof in a safe manner and with utmost student care (the "Services"). Without limiting the generality of the foregoing, Contractor agrees:

(i) to transport the Students, and only the Students, from locations designated in writing by the Contractor, subject to input from and meaningful consultation with the School (each, a "Bus Stop"), to the School location(s) set forth on Exhibit B attached hereto and made a part hereof (the "School Premises") before commencement of classes each School-Day during the School-Year (the "AM Route Services");

(ii) to transport the Students from the School Premises to each Student's respective Bus Stop following the completion of classes each School-Day during the School-Year (the "PM Route Services");

(iii) to transport the Students, round-trip, to and from the School Premises and/or such other location(s) designated in writing by the School for field trips, athletic competitions and special events (the "Special Event Route Services"); and

(iv) to provide such other Student transportation services for the Students as may be requested in writing from time to time by the School and agreed by Contractor in its sole discretion.

**(b) The School shall have the privilege of modifying the School Bus routes from time to time to meet transportation requirements or needs of the School. Contractor agrees to accept any reasonable change of route upon notice thereof from the School and does further agree to accept adjustment of Compensation as the School may deem proper by any change of route.**

(c) In the event of extremely adverse weather conditions, traffic events, or declared state of emergency events, the Louisiana Department of Transportation may authorize alterations to existing School Bus routes for the safety of the School Bus and the Students. Contractor agrees in such instances to use the altered routes so authorized.

(d) Except as otherwise provided herein, Contractor agrees that it shall not deviate from the approved routes, transfer points or stops without the consent of the School.

(e) This Agreement is a personal service contract for Services of the Contractor, and the Contractor's interest in this Agreement, duties hereunder and Compensation may not be subcontracted, assigned or delegated to any party without the prior written approval of the School, and any attempt to do in violation of this Section 2.1(e) shall be void and of no effect.

Notwithstanding the foregoing sentence, Contractor may perform the Services and any and all activities relating thereto (including, without limitation, operating, maintaining, or repairing a School Bus) by itself or through one or more Qualified Third Parties, as determined by Contractor in its sole discretion, but without relieving Contractor of its obligations hereunder.

(f) The School hereby represents and warrants to Contractor that the School is not under any contract or commitment to any other person or entity, or subject to any Applicable Law that actually conflicts with this Agreement or that prevents the School or Contractor from fully performing its respective obligations hereunder.

**Section 2.2 Scope of Services.** The School and Contractor agree that scope of Services provided by Contractor hereunder shall be as set forth in this Agreement and on Exhibit A, subject to any limitations set forth herein and on such exhibit. The scope of Services may be adjusted from time to time upon the mutual written consent of the parties. Execution of such adjustments shall not commence without the mutual written consent of the parties.

**Section 2.3 Policies and Procedures of the Services.** Contractor agrees to provide to the School the Services as described herein and in accordance with the School's reasonable directions and requests communicated to Contractor, in writing when practicable, throughout the Term, subject to the terms and conditions of this Agreement. Without limiting the generality of the foregoing, Contractor and the School agree as follows:

(a) **AM Route Services and PM Route Services.** Contractor will provide the AM Route Services and the PM Route Services on every School-Day during the School-Year, but not during any Cancelled School-Day, in exchange for the Compensation described herein, subject to the Rate Schedule. For all AM Route Services and PM Route Services provided hereunder, the School will provide Contractor with the Routing Information in writing by May 1 of the first year of the Term of this Agreement, and for each subsequent School-Year no later than August 1 of that year; provided, however, that in the event the School desires any changes to the AM Route Services and/or PM Route Services, the School shall, to the extent practicable, endeavor to provide Contractor with the adjusted Routing Information in writing, if any, at least twenty-four (24) hours prior to the requested commencement of such adjusted Services.

(b) **Special Event Route Services.** Contractor will provide the Special Event Route Services throughout the Term, as requested in writing by the School on a per-occurrence basis, in exchange for such Compensation as may be mutually agreed upon in writing by the parties, subject to the Rate Schedule (as applicable). For any Special Event Route Services, the School shall, to the extent practicable, endeavor to provide Contractor with the Routing Information at least twenty-four (24) hours prior to the requested commencement of such Services.

(c) **Other Transportation Services.** Contractor will provide transportation services for Students on such other days and at such other times as may be requested in writing by the School on a per-occurrence basis, in exchange for such Compensation as may be mutually agreed upon in writing by the parties, subject to the Rate Schedule (as applicable) (collectively, the "Other Services"). For any such Other Services, the School shall, to the extent practicable, endeavor to provide Contractor with the Routing Information at least seventy-two (72) hours prior to the requested commencement of such Services.

(d) **Student Behavior; Discipline.** Contractor will notify the School in the event any Student behaves in a manner which (i) creates an unsafe condition for the Contractor, any

Qualified Driver or any other Students; (ii) to the best of Contractor's knowledge, is in violation of Applicable Law or any of the Student Bus Policies; or (iii) results in any damage or repairs to any vehicle used by Contractor or any Qualified Driver to provide the Services hereunder (each event, a "Student Safety Incident"). The School and Contractor agree to discuss all Student Safety Incidents following Contractor's notification thereof, and to work together in good faith to correct the situation; provided, however, that except as otherwise described herein, only the School shall have the authority to suspend or expel a Student from the School or to otherwise discipline a Student. The ultimate responsibility and authority to suspend or expel any pupil from transportation services hereunder shall rest with School. Contractor's Qualified Drivers are responsible only for such discipline as is required to properly and safely operate Contractor's buses. Each Qualified Driver shall handle all disciplinary matters in strict accordance with School policy. In no case will a Qualified Driver eject a pupil from a bus for misbehavior except in the event of an extreme emergency endangering the safety of other pupils or driver and then only after radio notice to Contractor's terminal and to the pupil's building or school principal. In all cases of disciplinary ejection, the bus shall remain at the approximate area of student discharge until authorities arrive on site and authorize it to proceed on route. All discipline problems shall be reported in writing by the next school day following completion of the route. The School and Contractor will, in the event Contractor determines that a pupil poses a danger to himself/herself or other passengers, cooperate to provide a safe transportation environment prior to Contractor being required to transport such pupil.

(e) Routing. Contractor shall be primarily responsible for planning all routes, subject to input from and meaningful consultation with the School and subject further to the routing parameters set forth on Exhibit A attached hereto (the "Routing Parameters"). The School will provide to Contractor the routing information set forth in the Routing Parameters, together with all Student data and other information reasonably requested by Contractor (collectively, the "Routing Information") within the time periods corresponding to the type of Services being provided, as set forth in Sections 2.3(a), (b) and (c) above. Each Route for AM Route Services shall specify the latest permissible arrival time at the School Premises (the "Designated Arrival Time"), and each Route for the PM Route Services shall specify the latest permissible departure time from the School Premises (the "Designated Departure Time").

(f) Loading and Unloading Students. Pursuant to La. R.S. 17:158(J), Contractor shall ensure the following policies regarding loading and unloading Students are followed by its employees and third-party contractors at all times during the Term of this Agreement:

(i) Qualified Drivers are prohibited from loading or unloading Students at the School Premises while the School Bus is in a traffic lane of any type of street as defined in La. R.S. 32:1. Students must be loaded or unloaded on a shoulder, in a School parking lot, or at another appropriate off-road location at the School Premises (as determined by the School). *(The requirements of this Paragraph shall not apply if the shoulder of a municipal road is the only available alternative and the municipality has not made the shoulder available by designating that area for loading and unloading Students during designated school zone hours.)*

(ii) Qualified Drivers are prohibited from loading or unloading Students at or near their homes while the School Bus is in a traffic lane of any type of street as defined in La. R.S. 32:1. Students must be loaded or unloaded on a shoulder unless the School determines that loading or unloading on a shoulder is less safe for the Students. However, if there is no shoulder or if the shoulder is determined to be less safe, a Qualified Driver may load and unload a Student while the School Bus is in a lane of traffic but only if the School Bus is in the lane farthest to the right side of the road so that there is not a lane of traffic between the School Bus and the right-side curb or



other edge of the road.

(iii) Qualified Drivers are prohibited from loading or unloading a Student in a location on a divided highway such that a Student, in order to walk between the School Bus and the Student's home or School Premises, would be required to cross a roadway of the highway on which traffic is not controlled by the visual signals on the School Bus.

### **ARTICLE III** **TERM**

#### **Section 3.1 Term.**

(a) The Term shall commence upon the Effective Date and, unless terminated earlier in accordance with the provisions hereof, shall end specifically on the 30th day of June, 2021. The Agreement may be renewed for subsequent terms of twelve (12) month periods, not to exceed sixty (60) months, upon the mutual written consent of both parties. In order for the renewal to become effective, the parties must enter into and execute a written addendum at least sixty (60) days prior to the commencement of the mutually agreed upon renewal period with respect to, any changes to the scope of Services to be provided by Contractor during such renewal period and any changes to the Compensation payable to Contractor by the School hereunder.

(b) In the event of a Cancelled School-Day, the Contractor shall not be required to provide the Services on such Cancelled School Day, and the School shall not be obligated to pay any Compensation; *provided, however*, that in the event the School fails to notify Contractor of any Cancelled School-Day prior to five in the morning (5 a.m.) on the morning of such Cancelled School-Day, the School shall be obligated to pay to Contractor such fees as are set forth on the Rate Schedule.

#### **Section 3.2 Termination.**

(a) Contractor's performance of the terms of this Agreement shall at all times be subject to the reasonable satisfaction of the School. If the School determines, in its reasonable discretion, that the Contractor's inadequate performance (or non-performance, as the case may be) of its responsibilities or obligations under this Agreement presents a risk of danger or harm to any of the Students, the School may terminate this Agreement immediately, without any advance warning or prior written notice to the Contractor. In the event of termination by the School under this subsection (a), each party's obligations hereunder shall automatically cease, and the School shall pay Contractor for any earned, unpaid and undisputed amounts due for Services completed prior to such termination (including any pro-rata portion thereof) and shall reimburse Contractor for any Expenses incurred and any other charges assessed to the School prior to such termination. Contractor shall be liable to the School for all damages suffered by the School as a result of Contractor's actions or inactions that resulted in the termination of this Agreement under this subsection (a).

(b) Except as provided in Section 3.2(a), above, if either party breaches any of the covenants or duties imposed upon it by this Agreement, the non-breaching party shall notify the breaching party in writing of such breach, and the breaching party shall remedy such breach within ten (10) days of receipt of such notice. The non-breaching party may terminate this Agreement if the breaching party fails to remedy such breach within the 10-day period. In the event that the non-breaching party shall have notified the breaching party of a breach of this Agreement on two

(2) separate occasions and the breaching party has cured the breach on each occasion, the non-breaching party shall have the right to terminate this Agreement immediately upon the occurrence of a third breach of this Agreement without affording the breaching party the further opportunity to remedy the breach. In the event of termination under this subsection (b), each party's obligations hereunder shall automatically cease, and the School shall pay Contractor for any earned, unpaid and undisputed amounts due for Services completed prior to such termination (including any pro-rata portion thereof) and shall reimburse Contractor for any Expenses incurred and any other charges assessed to the School prior to such termination. If Contractor is the breaching party, then Contractor shall be liable to the School for all damages suffered by the School as a result of Contractor's actions or inactions that resulted in the termination of this Agreement under this subsection (b).

(c) Either party may terminate this Agreement by providing thirty (30) days' written notice to the other party upon the happening of: (1) the other party filing a petition for bankruptcy, (2) the other party becoming insolvent within the meaning of the United States Bankruptcy Code, or (3) the other party being charged with committing any felony or misdemeanor. In the event of termination of this Agreement by either party pursuant to this subsection (c), the School will be liable for all payments to the Contractor up to and including the thirtieth (30th) day of the termination notice.

(d) The School may terminate this Agreement for convenience by providing sixty (60) days' written notice to the Contractor. In the event of termination of this Agreement the School pursuant to this subsection (d), the School will be liable for all payments to the Contractor up to and including the sixtieth (60th) day of the termination notice.

## **ARTICLE IV COMPENSATION**

### **Section 4.1 Payments.**

(a) As compensation for the Services rendered by Contractor to the School and for all other obligations of Contractor hereunder, the School shall pay to Contractor an aggregate amount equal to the applicable rates as are set forth on the Rate Schedule, and such other amounts as are mutually agreed upon as described herein (the "Compensation"). Contractor shall generate separate invoices for each school listed on Exhibit B. Contractor shall submit invoices (each, a "Payment Invoice") to the School's designee on the first week of each month setting forth the Compensation, Expenses, and any additional charges described herein, which are payable to Contractor hereunder. The School shall issue to Contractor payment of any undisputed portions of the invoice within thirty (30) days of receipt of Contractor's Payment Invoice.

(b) In addition to the Compensation payable to Contractor hereunder, the School shall reimburse Contractor for any amounts expended by Contractor on behalf of the School, including but not limited to any fuel surcharge fees as are set forth on the Rate Schedule (the "Expenses").

(c) From time to time, Contractor may loan certain items to the School, such as two-way radios, cellular telephones, video recording equipment, tape adaptors, and other items reasonably requested by the School and/or deemed appropriate or necessary by Contractor (collectively, the "Loaned Materials"). Any loss of or damage to the Loaned Materials by the School, and/or any Student shall be subject to the additional charges set forth on the Rate Schedule.

(d) In the event the School fails to make timely payment of any undisputed amounts set forth on a Payment Invoice, the unpaid undisputed amount shall accrue interest at such rates and/or shall be subject to such other penalties as are set forth on the Rate Schedule.

(e) The School will dispute any contested charge presented by the Contractor within thirty (30) days. The Contractor will respond to such a dispute within thirty (30) business days.

#### **Section 4.2 Force Majeure.**

(a) Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due in the event of Force Majeure; provided, however, that Force Majeure will not excuse the School from paying amounts due to Contractor through any available lawful means acceptable to Contractor. If any Force Majeure event continues to prevent or delay either party's performance of its obligations under this Agreement for more than sixty (60) days, this Agreement may be terminated, effective immediately upon either party's receipt from the other party of notice of termination for Force Majeure.

(b) If the Agreement is terminated pursuant to Section 4.2(a) by reason of Force Majeure, the terminating party will deliver to the other party a written notice of termination, specifying in reasonable detail the circumstances of such Force Majeure event, and the School will pay Contractor for any earned, unpaid and undisputed Compensation and for any reimbursable Expenses incurred, prior to delivery of the Force Majeure termination notice (including any pro-rata portion thereof).

(c) For the purposes of this Agreement, "Force Majeure" shall mean fire, hurricane, impending hurricane, named storm, earthquake, flood or other act of God or natural disaster, strikes, work stoppages, voluntary and/or mandatory evacuations, civil commotions, litigation which has enjoined or is otherwise reasonably expected to prevent Contractor's provision of Services, change in Applicable Law that makes impossible or reasonably impracticable Contractor's provision of the Services, war or act of any foreign nation, act or power of government or governmental agency, authority or instrumentality, or terrorism.

**Section 4.3 Payment of Compensation and Reimbursement of Expenses.** To ensure the timely provision of the contracted Services under this Agreement, the School will pay and/or reimburse all undisputed amounts due to Contractor via cash, certified check, Visa, Mastercard, American Express, or bank wire transfer within thirty (30) days of receipt of a Payment Invoice from Contractor. The School agrees to be solely responsible for any service charge resulting from refused payment or method of payment.

**Section 4.4 Withholding Taxes.** The School may withhold from any amounts payable under this Agreement such federal, state, local and foreign taxes as may be required to be withheld pursuant to Applicable Law.

### **ARTICLE V CONTRACTOR ARRANGEMENT**

**Section 5.1 Relationship of the Parties: Independent Contractor.** Notwithstanding any provision hereof, Contractor is an independent contractor and is not an employee, agent,

partner or joint venturer of the School. Contractor shall accept any reasonable directions issued by the School pertaining to the goals to be attained and the results to be achieved by Contractor, but Contractor shall be solely responsible for the manner in which the Services are performed under this Agreement (except as expressly provided herein or as otherwise required pursuant to Applicable Law).

**Section 5.2 Contractor Services.** The School and Contractor shall work together in good faith to establish the policies and procedures necessary for the performance of the Services. All policies and procedures pertaining to the contracted services shall comply with Applicable Law.

## **ARTICLE VI** **WARRANTIES AND OTHER OBLIGATIONS**

### **Section 6.1 Additional Representations and Warranties.**

(a) Each party hereby mutually represents, warrants and covenants to the other party as follows:

(i) Said party shall perform its obligations under this Agreement in a timely, diligent, competent, professional and workmanlike manner, and none of such obligations nor any part of this Agreement is or will be inconsistent with any obligation either party may have to others; and

(ii) Said party is authorized to enter into this Agreement and all exhibits attached hereto, as applicable, and has obtained all applicable approvals and permissions to execute this Agreement and all exhibits attached hereto under the laws of the United States and the State, as applicable.

(b) The School represents and warrants that to the extent any licenses, permits, certifications, insurance, authorizations and approvals are legally required by any applicable federal, state or local jurisdiction to perform its obligations under this Agreement (collectively, the "Permits"), the School, at its sole cost and expense, has obtained, or will timely obtain, such Permits and such Permits are or will be, and shall remain for the Term, in full force and effect, and no payments will be required to be made by Contractor to any third party in connection with such Permits (or, if any such payments are required, the School will be solely responsible therefor and will indemnify and hold harmless Contractor in connection therewith).

(c) Contractor represents and warrants that to the extent any Permits are required to perform its obligations under this Agreement, Contractor, at its sole cost and expense, has obtained, or will timely obtain, such Permits and such Permits are or will be, and shall remain for the Term, in full force and effect, and no payments will be required to be made by the School to any third party in connection with such Permits (or, if any such payments are required, the Contractor will be solely responsible therefor and will indemnify and hold harmless the School in connection therewith).

## **ARTICLE VII** **RECORDS AND REPORTS**

**Section 7.1 Personally Identifiable Information.** Under the terms of this Agreement, Contractor may be provided with Students' "personally identifiable information" as defined in La.

R.S. 17:3913(B)(1). Accordingly, Contractor shall not allow access to, release, or allow the release of Student information to any person or entity except as specified below and must take all steps required by applicable law, including the following:

(a) Contractor agrees to protect and maintain the security of data with protecting security measures that include maintain secure environments that are pathed and up to date with all appropriate security updates as designated by a relevant authority.

(b) Contractor agrees that any "personally identifiable information" will be stored, processed, and maintained solely on designated servers and that no such data at any time will be process on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes. All servers, storage, backups and network paths utilized in the delivery of the Services shall be the states, districts, and territories of the United States.

(c) Contractor agrees to implement various forms of authentication to establish the identity of the requester of the information with a level of certainty that is commensurate with the sensitivity of the data.

(d) Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in this Agreement.

(e) Contractor agrees that, as required by applicable state and federal law, auditors from state, federal or School, or other agencies so designated by the School, shall have the option to audit the outsourced service. Records pertaining to the service shall be made available to auditors and School during normal working hours for this purpose.

(f) Contractor agrees to comply with the Louisiana Database Breach Notification Law (Act 499) and all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. Further, Contractor agrees to notify School immediately and assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend School from and against any claims or damages related to a Notification Event.

(g) Contractor agrees that upon termination of this Agreement, it shall return all data to School in a useable electronic form, and erase, destroy, and render unreadable all data Contractor may have, and certify in writing that these actions have been completed within thirty (30) days of the termination of this Agreement or within seven (7) days of the request of School, whichever shall come first.

(h) Contractor agrees that unauthorized disclosure of such information may irreparably damage School, such that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure of use of any protected information shall give School the right to seek injunctive relief to restrain the disclosure, in addition to any other remedy. Contractor hereby waives the posting of a bond with respect to any action for injunctive relief. Contractor also grants School the right, but not the obligation, to enforce these provisions in Contractor's name.

(i) Contractor must establish and implement a clear data breach response plan outlining organizational policies and procedures for addressing a potential breach.

(j) Contractor agrees that the confidentiality obligations contained herein shall survive termination of this Agreement for a period of fifteen (15) years or for so long as the information remains confidential, whichever is longer.

## **ARTICLE VIII**

### **INDEMNIFICATION: INSURANCE**

#### **Section 8.1 Indemnification: No Consequential or Liquidated Damages.**

(a) Indemnification. Contractor agrees to indemnify, defend and hold the School, and each of its members, managers, directors, officers, employees, agents, contractors, subcontractors and representatives, harmless from and against any and all losses, damages, liabilities, claims and threatened claims and expenses of any kind (including, without limitation, outside attorneys' fees), arising out of, under or in connection with, in whole or in part, the negligent acts or omissions of Contractor in the provision of the obligations and Services Contractor agreed to undertake in this Agreement, unless caused by School's gross negligence, intentional act or willful misconduct.

(b) Notwithstanding anything to the contrary contained in this Agreement, no party shall be liable to the other party for any consequential, punitive, special, incidental or direct damages, except to the extent awarded by a tribunal of competent jurisdiction in connection with a claim brought by a third party against a party hereto, which gives rise to a right of indemnification of the other party pursuant to this Section 8.1.

(c) Without limiting the generality of the foregoing, Contractor shall not be liable for any losses, damages, liabilities, claims or threatened claims from any third party (including any Students or their respective parents or guardians, School employees, school district or other governmental authority) or expenses of any kind, including outside attorneys' fees (collectively, "Losses") for any bodily injury or death of any Student, or any Losses relating to any Student whatsoever, resulting while, or from occurrences where, such Student is not physically on a School Bus procured under this Agreement; except to the extent said Student is entering or disembarking the School Bus or is dropped off at a location not designated on the routes, or to the extent Contractor is in breach of this Agreement.

**Section 8.2 Insurance.** Contractor shall at its expense obtain and maintain, at all times this Agreement is in effect, the following insurance, against all claims made by or on behalf of any persons, firm or corporation, arising from, related to, or connected with the conduct and operation of Contractor business including, but not limited to, the following minimum limits set forth below:

- Commercial general liability: \$1,000,000.00 per occurrence; \$2,000,000 general aggregate.
- Business automobile insurance covering all owned, hired, and non-owned vehicles: \$1,000,000.00 combined single limit.
- Workers' compensation: as required by state law with statutory limits and also minimum Employers Liability limits of \$1,000,000.

School shall be named as an Additional Insured under the commercial general liability insurance and as an Additional Insured for business automobile insurance required by this Agreement.



Confirmation of this shall appear on all Certificates of Insurance and by endorsement to any and all applicable policies. Insurer shall maintain a minimum A.M. Best's & Company rating of A or Contractor shall obtain insurance company mutually agreed upon between Contractor and School.

Contractor shall provide duly executed certificates evidencing such types and limits of insurance (which shall evidence the insurer's waiver of subrogation of general liability, auto, and workers' compensation claims against School and provide that notice of cancellation shall be provided to School in accordance with policy provisions). Such certificates shall be deposited with School on or before the Commencement Date of this Agreement and upon renewals of such policies, not less than thirty (30) days following renewal of each policy and upon request of School. Further, the School agrees to carry, and maintain throughout the Term, adequate liability and other insurance to protect its interests against any claims arising from its obligations hereunder, and further agree to carry and maintain any additional insurance that may be required under Applicable Law. Upon written request, the School shall provide the Contractor with a certificate of insurance evidencing such insurance coverage.

## **ARTICLE IX**

### **OPERATIONS PERSONNEL/QUALIFIED DRIVERS; TRAINING; EQUIPMENT**

#### **Section 9.1 Operations Personnel/Qualified Drivers.**

(a) Contractor shall employ a sufficient number of Qualified Drivers and support personnel to assure School of continuous, reliable, safe, and on time performance of the Services. The School and Contractor acknowledge and agree that, from time to time, certain School Buses, routes, Students and/or types of Services provided by Contractor hereunder may require the utilization of a Monitor or other Student assistant (each, a "Monitor"). Such a determination shall be made jointly by Contractor and the School, with the final decision being made by the School. The provision of Monitors hereunder shall be subject to the Compensation described herein and on the Rate Schedule.

(b) Contractor shall take reasonable steps to prevent its employees from exposing any Student to impropriety of word or conduct.

(c) Contractor shall be responsible for hiring and discharging personnel employed by Contractor to perform its obligations hereunder. However, School shall have the right to request Contractor to remove from service to School any employee who, in School's sole discretion, is deemed unsuitable for the performance of transportation services for School; provided that School shall make such request in writing, state the reasons therefore and include any supporting documentation, and provided further that such request does not violate any Applicable Law.

(d) Contractor shall not knowingly permit any Qualified Driver, and no Qualified Drive shall, smoke on the School Bus, school property, school waiting area or , be under the influence of illegal drugs or alcohol while operating a School Bus, bring firearms or weapons on the School Bus, or use cellular phones for personal calls, texting, accessing the internet or social media while driving the School Bus.

## **Section 9.2 Training Requirements.**

(a) Contractor shall provide thorough instruction to Qualified Drivers in compliance with any and all applicable local, state and federal safety and operations guidelines and regulations.

(b) Prior to the start of the School-Year, Contractor may, at request of School, provide time at one of its Qualified Driver orientation sessions so that School administrators may address Qualified Drivers assigned to work under this Agreement on matters relating to the expectations for Student conduct and to familiarize Qualified Drivers with members of the School administration. Such orientation will be at a time and place mutually agreed upon by Contractor and School. School may not distribute materials to Qualified Drivers without Contractor approval.

(c) All drivers, monitors and staff are prohibited from smoking on school grounds

## **Section 9.3 Equipment.**

(a) Contractor shall provide at its sole expense a sufficient number of School Buses to fully and timely perform the Services, and each School Bus shall meet or exceed the standards established by Applicable Law and all applicable requirements of this Agreement. Current State and local permits and safety inspection tags shall be properly displayed at all times on each school bus. And any bus that fails to pass current safety inspections should be immediately taken out of service and replaced by a bus that does.

(b) Contractor shall furnish, at its own expense, all labor, parts and other materials required for the maintenance and operation of the School Buses. Contractor shall keep and maintain the School Buses in good and safe mechanical condition at all times in accordance with Applicable Law and accepted industry maintenance standards.

(c) Contractor shall keep the School Buses in clean and sanitary condition at all times.

(d) Contractor shall ensure that all School Buses are equipped with operable two-way radios. Contractor agrees to perform an inspection of all radios prior to the start of the School-Year and periodically throughout the School-Year in order to ensure proper operability and performance.

(e) Contractor agrees that all School Buses shall be equipped with operable GPS tracking monitors and systems. Contractor agrees to perform an inspection of all GPS units prior to the start of the School-Year and periodically throughout the School-Year in order to ensure proper operability and performance.

(f) Contractor agrees that all School Buses shall have fire extinguishers that are inspected on an annual basis by an authorized inspection agency. The Contractor agrees to provide to the School any documentation from the authorized inspection agency relating to said annual inspection.



(g) Each School Bus used to transport Students shall contain lettering identifying the name of the School. The lettering shall be black and in block form. The lettering shall be placed on both sides of the School Bus as high as possible to provide maximum visibility.

(h) In the event that (i) School or any governmental agency imposes equipment requirements other than those set forth above on Contractor's School Buses during the Term which are specific requirements for the operation of this Agreement or (ii) immediate installation of equipment is required for continuing operation of the School Buses, Contractor and School in good faith shall negotiate price increases applicable to such equipment requirement. If the parties do not reach agreement regarding applicable price increases, either party may terminate this Agreement upon not less than sixty (60) days' prior written notice to the other party.

## **ARTICLE X VANDALISM**

Damage to Contractor's equipment or facilities shall be the responsibility of Contractor. School shall give Contractor reasonable assistance in obtaining restitution for damaged equipment or facilities where damage is determined to be caused by School students or personnel. Contractor may, with the written concurrence by School, refuse to provide a pupil with transportation services until vandalism damages caused by such pupil are paid.

## **ARTICLE XI MISCELLANEOUS**

**Section 11.1 Review and Consultation.** It is understood and agreed that Contractor and the School have each entered into and executed this Agreement voluntarily and that such execution by Contractor and the School is not based upon any representations or promises of any kind made by the other party or any of its representatives except as expressly recited in this Agreement. The Contractor and the School each further acknowledges that it has read and fully understands each section of this Agreement, that it was advised in writing by the other party to consult with an attorney prior to executing this Agreement, and that it has availed itself of legal and/or other counsel to the full extent that it deems appropriate.

### **Section 11.2 Intentionally omitted.**

**Section 11.3 Assignment.** This Agreement shall not be assigned by the parties hereto, without the written consent of District, which consent shall not be unreasonably withheld or delayed. However, Contractor may assign this Agreement if the assignment is made to a parent, subsidiary, related or affiliated company.

**Section 11.4 Successors.** This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the successors and permitted assigns, and the personal and legal representatives, executors, administrators, successors, distributees, devisees and legatees of each party.

**Section 11.5 Entire Agreement.** This Agreement and the exhibits attached hereto contains the entire understanding of Contractor, on the one hand, and the School, on the other hand, with respect to the subject matter hereof, and all oral or written agreements or representations, express or implied, with respect to the subject matter hereof are set forth in this Agreement.

**Section 11.6 Amendment.** This Agreement may not be altered, modified or amended except by written instrument signed by both Contractor and the School.

**Section 11.7 Compliance with Laws.** Notwithstanding any contrary provision in this Agreement, Contractor shall comply with federal, state and local laws, rules and regulations in providing transportation services described herein.

**Section 11.8 Notice.** All notices hereunder must be in writing and shall be deemed given upon receipt of delivery by: (a) hand (against a receipt therefor), (b) certified or registered mail, postage prepaid, return receipt requested, (c) a nationally-recognized overnight courier service (against a receipt therefor) or (d) facsimile or e-mail transmission with confirmation of receipt. All such notices must be addressed as follows:

If to the School, to:

Latoye A. Brown, CEO  
Audubon Schools  
428 Broadway  
New Orleans, LA 70118  
E-mail: lbrown@asnola.org

with copy (not deemed notice) to:

Lee C. Reid  
Adams and Reese LLP  
4500 One Shell Square  
New Orleans, LA 70139  
E-mail: lee.reid@arlaw.com

If to Contractor, to:

Shawn Jackson  
SHAR-KYC, LLC  
6032 Wickfield Drive  
New Orleans, LA 70122  
E-mail: kandstransportation@gmail.com

with a copy (not deemed notice) to:

**Section 11.9 Governing Law: Dispute Resolution: Jurisdiction.**

(a) This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State, without regard to any conflicts of law principles which might otherwise require the application of the law of another jurisdiction.

The parties shall negotiate in good faith in an attempt to resolve any dispute that may arise under this Agreement. Disputes that cannot be resolved by negotiation shall be submitted to mediation using a mutually agreed upon mediator. In the absence of an agreement on a mediator, each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. Mediation shall not be used to compromise safety or legal compliance. If mediation is not successful, the parties may pursue all legal remedies available. Nothing in this Agreement shall be deemed to prevent the parties from agreeing in the future to submit a dispute to arbitration.

(b) The parties hereby agree that any action brought with respect to this Agreement and the transactions contemplated hereunder, including, but not limited to, any action for injunctive relief for the breach, shall be brought in state or federal court in the Parish of Orleans, Louisiana,

and further that such venue shall be the exclusive venue for resolving any such disputes. The parties consent to personal jurisdiction in state or federal court in the Parish of Orleans, Louisiana, and further waive any objection they may have as to such venue.

**Section 11.10 Severability.** If any term, provision, covenant or condition of this Agreement is held by a tribunal of competent jurisdiction to be invalid, illegal, void or unenforceable in any jurisdiction, then such provision, covenant or condition shall, as to such jurisdiction, be modified or restricted to the extent necessary to make such provision valid, binding and enforceable, or, if such provision cannot be modified or restricted, then such provision shall, as to such jurisdiction, be deemed to be excised from this Agreement and any such invalidity, illegality or unenforceability with respect to such provision shall not invalidate or render unenforceable such provision in any other jurisdiction, and the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**Section 11.11 Survival.** Except with respect to those provisions which by their nature or express terms do not survive the termination of this Agreement, the rights and obligations of the School and Contractor under the provisions of this Agreement, specifically including Article I, Article II, Article III, Article IV, Article VI, Article VII, Article VIII and Article XI, shall survive and remain binding and enforceable, notwithstanding any termination of this Agreement for any reason, to the extent necessary to preserve the intended benefits of such provisions.

**Section 11.12 No Waiver.** The failure of a party to insist upon strict adherence to the terms of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

**Section 11.13 Remedies Not Exclusive.** No remedy specified herein shall be deemed to be such party's exclusive remedy, and accordingly, in addition to all of the rights and remedies provided for in this Agreement, the parties shall have all other rights and remedies provided to them by applicable law, rule or regulation.

**Section 11.14 Third Party Benefit.** Unless expressly contained to the contrary in this Agreement, nothing contained in this Agreement shall be construed to confer upon or give to any third party any right, remedy or claim under or by reason of this Agreement or any part hereof.

**Section 11.15 Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

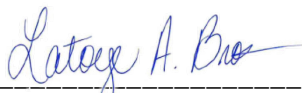
**Section 11.16 Construction.** The headings in this Agreement are for convenience only, are not a part of this Agreement and shall not affect the construction of the provisions of this Agreement. For purposes of the Agreement, and unless the context requires otherwise, the words "include" and "including" and variations thereof, shall not be deemed to be terms of limitation but rather shall be deemed to be followed by the words "without limitation".

*[Signatures Appear on the Following Page]*

**IN WITNESS WHEREOF**, the School and Contractor have caused this Agreement to be executed as of the Effective Date.

**SCHOOL:**

[AUDUBON SCHOOLS]

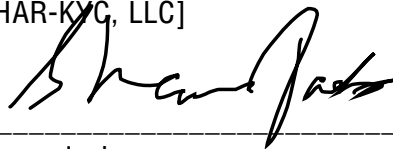


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Latoye A. Brown  
CEO

**CONTRACTOR:**

[SHAR-KYC, LLC]



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Shawn Jackson

## **EXHIBIT A**

### **THE SERVICES: ADDITIONAL INFORMATION, POLICIES AND PROCEDURES**

The following additional terms and conditions shall apply to the School Transportation Agreement (the "Agreement"), dated and made effective as of the Effective Date, by and between [SHAR-KYC, LLC] (the "Contractor") and [AUDUBON SCHOOLS] (the "School") and shall be treated as part of the terms of the Agreement. Capitalized terms not defined in this Exhibit A shall be accorded the definitions assigned to them in the Agreement.

#### ***Bus Policies***

- A. *Point of Contact:* The School shall be responsible for designating a contact person (the "School Representative") for all matters pertaining to this Agreement and the provision of the Services, including the capability of contacting bus drivers via two-way radio or cellphone. The School Representative shall be available to Contractor to assist in any Student needs: (i) for at least one (1) hour prior to the Designated Arrival Time for AM Route Services; (ii) for at least one (1) hour after the Designated Departure Time for PM Route Services; and (iii) for at least one (1) hour after the last School Bus leaves the designated program location for any Special Event Route Services or Other Services, as applicable. Contractor shall immediately contact the "School Representative" in the event of an accident involving one of its School Buses. Additionally, Contractor shall download video of the accident and make it available to the school upon request.
- B. *School Bus Departure:* The School Representative, or other designated and proper official of the School, shall clear each School Bus for departure from the School Premises. Once such clearance is given, no School Bus will return to the School Premises for any reason; *provided*, that in the event a School Bus is required to return to the School following receipt of such clearance, the School shall pay the additional fees set forth on the Rate Schedule.
- C. *Maximum School Bus Capacity:* No School Bus shall be permitted to leave the School Premises if the number of Students on such School Bus exceeds the maximum capacity for the School Bus, as set forth below:

<b>Grade Levels</b>	<b>Maximum Capacity</b>
<b>K-8</b>	50 Students
<b>9-12</b>	45 Students

- D. *Responsibility for Students:* Students in K-2 grade shall be released to an adult per Applicable Law.
- E. *Additional Responsibilities for Special Education Bus Drivers:* Special Education bus drivers will be responsible for taking daily attendance on School provided forms and returning them

at the end of each week. Contractor shall maintain and track all students requiring special transportation with a roster that denotes the students intending to ride each special transportation bus. On a daily basis the bus driver and/or the aide shall note which students rode the bus and the roster shall be provided to the school where the students are transported to in order to assist with Medicaid billing.

### ***Routing Parameters***

- A. **Route Limitations:** All Routes serviced by Contractor pursuant to the Agreement shall be subject to the following parameters and limitations:
1. **AM Route Services & PM Route Services:** School Bus will arrive at Audubon Gentilly at 7:45 am every day with the AM Route and depart at from Audubon Gentilly by 4:00 pm, every afternoon with the PM Route. Unless otherwise agreed to by Contractor in writing, no route for AM Route Services and PM Route Services may exceed one hour and twenty minutes (1:20) and any additional route duration or stops shall be subject to additional charges as set forth on the Rate Schedule.
  2. **Other Services: After-School Routes:** Unless otherwise agreed to by Contractor in writing, no route for Other Services which pertain to "After-School" Services may exceed seventeen (17) stops, and any additional stops shall be subject to additional charges as set forth on the Rate Schedule.
  3. **Other Services: Special Needs:** Unless otherwise agreed to by Contractor in writing, no route for Other Services which pertain to "Special Needs" Services may exceed two (2) hours, and any additional duration shall be subject to additional charges as set forth on the Rate Schedule.
- B. **Routes Fixed as of October 31<sup>st</sup>:** Following October 31<sup>st</sup> of each year, any routes which have been established for that year will be considered "fixed". Notwithstanding the foregoing, in the event additional stops are added to the route following such date due to the enrollment of new Students with the School, Contractor and the School shall work together in good faith to agree upon any changes to the Compensation.
- C. **Alteration of Routes:** Once any route is established as "fixed" alterations to the route thereafter shall be allowed and may be subject to an additional charge as set forth on the Rate Schedule.
- D. **Other Services: ACT, After-School and Activity Routes:** Any routes established for Other Services which pertain to "ACT", "After-School" and "Activity" route services shall be subject to additional charges as set forth on the Rate Schedule.
- E. **Reduction of School Buses:** Once all routes are established at the commencement of the School-Year, they shall be considered "fixed", and any reduction in the number of School Buses servicing such routes shall result in an early termination fee as set forth on the Rate Schedule.

EXHIBIT A  
THE SERVICES: ADDITIONAL INFORMATION, POLICIES AND PROCEDURES

- F. *In-Parish Bus Stops Only:* Unless otherwise agreed to by Contractor in writing, Contractor shall only be required to service Bus Stops on routes which are limited to locations within Orleans Parish, and any route which requires Contractor to service Bus Stops outside of Orleans Parish shall be subject to additional charges as set forth on the Rate Schedule.
- G. *iBus Boss & GPS Training:* Contractor may provide to the School two (2) iBus Boss and GPS training sessions for each School Premise serviced under this Agreement. Any additional training sessions requested by the School shall be subject to the additional charges as set forth on the Rate Schedule.
- H. *Routing Information:* As more fully set forth in the Agreement, prior to the commencement of any Services for any route established under the Agreement, the School shall provide to Contractor the following Routing Information:
1. name, address and contact information for each Student requiring transportation services, and an indication of which route(s) such Student will be using;
  2. name, address and contact information for each emergency contact for K-2 Students requiring transportation services, and an indication of which route(s) such Students will be using;
  3. name, and contact information of guarding receiving K-2 Students requiring transportation services, and an indication of which stop(s) such Students will be disembarking at;
  4. name, address and contact information for each Special Need Student requiring transportation services, an indication of which route(s) such Student(s) will be using, and information regarding any and all special accommodation each such Student(s) requires;
  5. total number of Students for (a) all routes and (b) each individual route (to be determined once School Bus routes are generated by Contractor);
  6. proposed drop-off and pick-up locations (*i.e.*, Bus Stops) for each Student (to be determined once bus routes are generated by Contractor);
  7. drop-off, pick-up and destination location(s), as applicable, for any Special Event Route Services and/or any Other Services;
  8. instructional opening and release bell time schedule for each School Premises serviced under this Agreement;
  9. Designated Arrival Times and Designated Departure Times, together with the target and earliest permissible School Bus arrival time and target and latest permissible School Bus departure times for each route and/or type of Service provided under this Agreement;
  10. proposed assignment of Monitors, aides, attendants, etc.;

EXHIBIT A  
THE SERVICES: ADDITIONAL INFORMATION, POLICIES AND PROCEDURES

11. any relevant Student drop-off and pick-up policies;
12. any "Special Needs" transportation policies;
13. hours of operation of each School Premises location; and
14. any other information which the School considers relevant to Contractor, or which Contractor otherwise requests, in connection with this Agreement and the establishment of routes hereunder.

EXHIBIT A  
THE SERVICES: ADDITIONAL INFORMATION, POLICIES AND PROCEDURES



## **EXHIBIT B**

### **SCHOOL LOCATIONS**

The following is a list of the locations of each School Premises to be serviced under this Agreement:

Audubon Charter – Gentilly  
4720 Painters Street  
New Orleans, LA 70122

Audubon Charter – Lower School  
428 Broadway Street  
New Orleans, LA 70118

Special Education Transportation only

Audubon Charter – Upper School  
1111 Milan Street  
New Orleans, LA 70115

Special Education Transportation only

**EXHIBIT C****RATE SCHEDULE**

The following is a list of fees and rates which shall apply to this Agreement, the Services and any additional charges which may be assessed:

- A. **AM Route Services & PM Route Services**: The following rates are listed on a per-School Bus and a per-day basis, except as and/or in addition to as otherwise indicated.

- Standard Route Services (centralized stopping): \$450.00
- Tiered Route Services: \$ \_\_\_\_ .00
- Additional Duration: \$ \_\_\_\_ .00 per for every 15 minutes over scheduled route if caused by School.
- Monitor Cost: \$ 00.00 per day (Included in total cost)
- Alteration of Routes after October 31st: \$ \_\_\_\_ .00 (per hour of Contractor office work)

- B. **Special Event Route Services**: All rates for Special Event Route Services shall be mutually agreed upon in writing by the parties on a per-occurrence basis.

- In-Town Field Trips \$ 225.00

- C. **Special Needs Route Services**: The following rates are listed on a per-School Bus and a per-day basis, except as and/or in addition to as otherwise indicated.

- Routes less than 2 hours: \$ 450.00 (includes bus monitor)

- D. **Miscellaneous Other Charges & Fees** (These fees will start August 2018):

- Fees for Cancelled School-Day notified after 5 a.m.: \$ 150.00 (per School Bus)
- Return of School Bus Following Receipt of Clearance: \$ 150.00 (per School Bus)

- o Bus Stops outside of Orleans Parish: N/A (per day/per route)
- o Additional iBus Boss & GPS Training Sessions: \$ \_\_\_\_ .00 (per training session)
- o Loss or Damage to Loaned Materials (These fees will start in August 2018):
  - ☐ Cell Phones \$ \_\_\_\_ .00 (per phone)
  - ☐ USB (Camera Wires) \$ \_\_\_\_ .00 (per USB / wire)
  - ☐ Camera Tapes \$ \_\_\_\_ .00 (per tape)
  - ☐ SD Card \$ \_\_\_\_ .00 (per card)
  - ☐ Keys \$ \_\_\_\_ .00 (per key)
- o Fuel Surcharge Fees: If fuel exceeds 3.75 (per gal.): \$ .10 cents (per mile)
- o Late Payment Penalty (accruing monthly on total unpaid invoiced amount)
  - ☐ more than 30 days late: 2.00%
  - ☐ more than 41 days late: 3.00%
- o Contractor Performance Penalties: Contractor shall be subject to the following penalties for poor performance:
  - Bus arriving at School after the latest permissible drop off time established by the School on AM & PM routes (This only becomes applicable after the first two weeks of services have passed and/or if the delay is not the fault of the Contractor): \$ 50.00 per bus
  - Bus arriving at School after the scheduled departure time established by the School on AM & PM routes (This only becomes applicable after the first two weeks have passed and/or if the delay is not the fault of the Contractor): \$ 50.00 per bus
  - Bus on which iBus Boss inoperable: \$ 80.00 per bus
  - GPS is inoperable (starting in August 2019): \$ 100.00 per bus
  - Bus on which Contractor communication equipment is inoperable: \$ 150.00 per bus

Exhibit C  
Rate Schedule

- Buses for which Contractor cannot produce video: \$ 150.00 per route

## **COVID-19 AMENDMENT TO STUDENT TRANSPORTATION AGREEMENT**

This COVID-19 Amendment to the Student Transportation Agreement (this "Amendment") is entered into this 13th day of November, 2020 (the "Effective Date"), by and between Audubon Schools ("School"), and SHAR-KYC, LLC d/b/a K & S Transportation ("Contractor").

### **RECITALS**

A. School entered into that certain Student Transportation Agreement with Contractor dated November 13, 2020 (the "Agreement") to furnish transportation to and from the School for the Students during the days and hours, and over the approved routes, transfer points and stops, set forth in the Agreement.

B. As a result of the COVID-19 pandemic, School has adopted certain guidelines, policies and procedures to minimize the risk that COVID-19 will impact the operations of the school going forward.

C. The health and safety of the School's students and employees is the School's top priority.

D. School has required and Contractor has agreed to amend the Agreement to provide the guidelines, policies and procedures provided herein.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **AGREEMENTS**

1. **Recitals.** The above-referenced Recitals are true, correct, and incorporated herein by this reference.

2. **Defined Terms.** Capitalized terms used herein and not otherwise defined shall have the same meanings herein as in the Agreement.

3. **Amendment to Agreement.** A new Subsection (g) is added in Section 2.3 *Policies and Procedures of the Services* to read as follows:

(g) **COVID-19 Guidelines, Policies and Procedures.** Attached hereto as Exhibit F is the School's *Interim COVID-19 Return to School Campus Guidelines, Policies and Procedures* ("COVID-19 Policies"). Contractor agrees that it will cause all Qualified Bus Drivers, employees providing services under the Agreement and any and all other persons having contact with the Students or the School campus to abide by the COVID-19 Policies. Contractor acknowledges that the School has put the COVID-19 Policies in place for the safety of the School, its employees and students and agrees that failure of the Contractor or its employees to follow the COVID-19 Policies is grounds for immediate termination of the Agreement. Contractor further acknowledges that the School may make changes to

the COVID-19 Policies at any time and in its sole discretion. Contractor agrees to abide by any changes to the COVID-19 Policies made by the School upon the School providing written notice of such changes to Contractor without the need to amend this Agreement.

4. **No Implied Amendment.** Except as otherwise provided in this Amendment, all terms and provisions of the Agreement shall remain in full force and effect without any change or modification, and the Agreement is hereby ratified and confirmed in all respects. In the event of a conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall govern. School reserves all rights and remedies with respect to any act, omission, default or Event of Default that has occurred and is continuing, may exist or may in the future arise under the Lease.

5. **Headings.** The headings preceding all of the paragraphs of this Amendment are intended only for convenience of reference and in no way define, limit or describe the scope of this Amendment or the intent of any provision hereof.

6. **Authority.** School and Contractor, and each of the persons executing this Amendment on their behalf, hereby warrant that the party for which they are executing this Amendment (a) is a duly authorized and existing entity, and (b) has full right and authority to enter into this Amendment, and that any person signing on behalf of such party is authorized to do so.

*SIGNATURE PAGE TO FOLLOW:*

**IN WITNESS WHEREOF**, the School and Contractor have caused this Amendment to be executed as of the Effective Date.

**SCHOOL:**



\_\_\_\_\_  
Latoye A. Brown, CEO  
Audubon Schools

**CONTRACTOR:**



\_\_\_\_\_  
Shawn Jackson  
SHAR-KYC, LLC

EXHIBIT F**INTERIM COVID-19 RETURN TO SCHOOL CAMPUS  
GUIDELINES, POLICIES AND PROCEDURES**

Audubon Schools ("School") recognize that our students and employees want things to return to normal as quickly as possible. Unfortunately, until the COVID-19 pandemic is completely behind us, it is impossible for things to go back to the way they were prior to COVID-19, at least for the foreseeable future.

As our central office and school campus gradually re-open, the School is implementing these interim Guidelines, Policies and Procedures until further notice in an effort to minimize the risk that COVID-19 will impact our business operations going forward. The health and safety of our employees and students is our top priority.

The School reserves the right to alter or amend these interim Guidelines, Policies and Procedures in its sole discretion as new information and guidance is issued at the federal, state and local level.

**1. CDC, OSHA, BESE, & JPSB Guidelines**

In addition to reading and understanding the School's Guidelines, Policies and Procedures, all employees, students, and third-party campus visitors should familiarize themselves with applicable BESE, NOLA Public Schools CDC & OSHA Guidelines related to COVID-19, which can be found here:

<https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html>

<https://www.osha.gov/Publications/OSHA3990.pdf>

[https://go.boarddocs.com/la/bese/Board.nsf/files/BRDTN97824FB/\\$file/B126.pdf](https://go.boarddocs.com/la/bese/Board.nsf/files/BRDTN97824FB/$file/B126.pdf)

<https://drive.google.com/file/d/18pEEp1RMpZK6D7yoorttUC7lxluFHwwf/view>

Everyone at the School has a personal responsibility to help mitigate the risk that COVID-19 will impact our personnel, visitors or business operations.

Any questions regarding the CDC's or OSHA's Guidance and its application should be directed to Alisa Dupré at Email: [Alisa\\_Dupre@auduboncharter.com](mailto:Alisa_Dupre@auduboncharter.com) Phone: (504) 717-6255.

**2. Accessing the Campus for Employees, Students, and Third-Party Guest/Visitors**

All individuals should do their part to prevent the potential spread of COVID-19. To that end, avoid unnecessary contact with surfaces and objects. For example, use the tip of your car key to push the buttons on the elevator. Avoid holding the handrail on stairs and escalators. Maintain a distance of at least 6 feet from others. Do not get on crowded elevators. Elevator rides should be limited to one (1) or two (2) people at a time, including entering with other tenants, to avoid close contact with others.



No one will be allowed to enter the campus or classroom unless he or she is wearing a mask or face-covering (additional details regarding masks or face-covering is provided below). All Employees, students, and third-party visitors should also wear a mask or face-covering while in public and in all common areas of the school campus (e.g., classrooms, the lobby, hallways, bathrooms, kitchen, etc.). If you have your own office or are alone in a classroom, it is acceptable to remove your mask or face-covering while in your office or alone in a classroom. No more than 2 people should be physically present in any office, and 6 feet of separation should be maintained at all times. If someone comes into your office or classroom, you should put your mask or face-covering back on.

### **1) Mask and face-covering<sup>1</sup> requirement:**

- a) Students in K through 12<sup>th</sup> grade must wear a mask or face covering on campus at all times.
- b) All adults are required to wear a mask or face-covering while on campus and not alone in an office or classroom.

### **2) Personal Hygiene & Proper Etiquette**

All employees and students are expected to practice good hygiene. To that end:

- a) Employees and students must wash or sanitize hands:
  - upon arrival on campus;
  - every two hours;
  - before and after eating;
  - before and after using equipment (for example, but not limited to, play equipment, gym equipment, copier, computers, printers, and lab equipment); and
  - before exiting the school campus.
- b) Avoid touching your eyes, nose, and mouth.
- c) Cover your cough or sneeze with a tissue, then throw the tissue in the trash. Or cough/sneeze into your elbow.
- d) High touch areas, including bathrooms, will be sanitized multiple times per day.
- e) Employees are required to clean and disinfect frequently touched objects and surfaces by using school provided sanitizing and cleaning materials.

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<sup>1</sup> Face-covering – as defined by BESE – is a piece of material used to cover both the nose and mouth for the purpose of forming a barrier to droplets or airborne particles that are coughed, sneezed, or exhaled when talking. Face-coverings are meant to protect both the wearer of the covering and surrounding individuals.

- f) No handshaking or other unnecessary physical contact with others is allowed.
- g) Wash your hands often with soap and water for at least 20 seconds, especially after going to the bathroom; before eating; and after blowing your nose, coughing, or sneezing. If soap and water are not readily available, use an alcohol-based hand sanitizer with at least 60% alcohol. Hand sanitizer will be made available throughout the campus.
- h) Anyone who touches or handles mail or third-party deliveries should wash their hands.

Hand sanitizer will be made available to all employees, students, and third-party visitors in multiple locations throughout the school campus.

Appropriate cleaning supplies will be made available to employees.

#### **a. Health Screenings**

If you are sick or feel like you may becoming sick, stay at home and do not report to the school campus.

Before leaving your residence for school campus, each employee must conduct an individualized assessment of any potential symptoms or circumstances. On a daily basis, all employees must ask themselves whether the answer is "Yes" to any of the following questions:

- Did I have a fever within the last 48 hours?
- Am I experiencing shortness of breath?
- Do I have a cough?
- Have I been experiencing chills?
- Do I have unexplained muscle pain?
- Do I have a sore throat?
- Have I lost my sense of smell?
- Have I experienced nausea, vomiting or diarrhea?
- Have I come into contact with anyone that has tested positive for COVID-19?
- Have I come into contact with anyone that is experiencing symptoms of COVID-19 (as outlined above)?

If the answers to any of these questions is "Yes," you should: (1) stay at home and (2) notify Alisa Dupré at Email: [Alisa\\_Dupre@auduboncharter.com](mailto:Alisa_Dupre@auduboncharter.com) Phone: (504) 717-6255, your campus nurse, and your supervisor for further instructions. Employees should also notify their supervisor/school principal. Confidentiality will be maintained at all times. This daily certification is mandatory, and the failure to report any "Yes" responses to the School is an acknowledgment by each employee and/or student's parent or legal guardian that they have performed the

individualized assessment in good faith, and that they have been truthful and honest in performing this daily certification.

Upon daily entry to the school campus, the School will ask for the above certification from both employees and students.

If "No" is the answer to all the above questions, then you may enter to the school campus during regular school hours only. Employees and students should be wearing a mask or face-covering upon arrival at the campus. Upon arrival, all persons will be required to use hand sanitizer, which will be made available at the entry point at each school campus.

After hand sanitizing, all persons must have their temperature taken with a Digital Forehead, Non-Contact Thermometer before being allowed to enter the office. Generally speaking, if your temperature is higher than 100.4, you will be asked to go home. Appropriate measures will be taken to ensure proper social distancing while employees and students are waiting to have their temperature taken.

Notwithstanding the daily certification set forth above, employees and students may also be assessed for symptoms of COVID-19 upon arrival to the school campus and throughout the school day including, but not limited to: shortness of breath, cough, chills, muscle pain, sore throat, loss of sense of smell, diarrhea, whether you have been in contact with someone that tested positive, etc. Depending on the results of this assessment, employees and students may be sent home.

#### **i. On Campus Isolation:**

- Anyone showing signs of the above symptoms will be isolated in the designated isolation room. If the person is a student, the parent or legal guardian will be contacted immediately and required to come and pick-up the child. Under extreme symptoms, the school reserves the right to contact the health department or emergency medical personnel. If the person is an employee, the person will have to leave campus immediately and may not be isolated.
- The isolation area will be cleaned after it is occupied by any employee or student showing the above symptoms or reporting potential exposure to a person that tested positive for Covid-19.

#### **ii. Self-Quarantine Policy and Procedure:**

- Employees and students who have been in close contact on campus with someone who tests positive for Covid-19 will be notified by school administration or the campus nurse and will be required to remain off-campus for fourteen (14) days from notification by the school campus nurse.

**iii. Return to Campus Policy and Procedure for Positive Covid-19 WITH symptoms<sup>2</sup>:**

**1). Symptom-based strategy**

Persons with COVID-19 who have symptoms and were directed to care for themselves at home may discontinue isolation under the following conditions:

- At least 10 days have passed since symptoms first appeared and
- At least 24 hours have passed since last fever without the use of fever-reducing medications and
- Symptoms (e.g., cough, shortness of breath) have improved

**2). Test-based strategy**

- Negative results of an FDA Emergency Use Authorized COVID-19 molecular assay for detection of SARS-CoV-2 RNA from at least two consecutive respiratory specimens collected greater 24 hours apart (total of two negative specimens).

**iv. For Persons Who have NOT had COVID-19 Symptoms but Tested Positive and are Under Isolation:**

**1) Time-based strategy**

Persons with laboratory-confirmed COVID-19 who have not had any symptoms and were directed to care for themselves at home may discontinue isolation under the following conditions:

- At least 10 days have passed since the date of their first positive COVID-19 diagnostic test assuming they have not subsequently developed symptoms since their positive test. If they develop symptoms, then the symptom-based or test-based strategy should be used. Note, because symptoms cannot be used to gauge where these individuals are in the course of their illness, it is possible that the duration of viral shedding could be longer or shorter than 10 days after their first positive test.

**2) Test-based strategy**

A test-based strategy is contingent on the availability of ample testing supplies and laboratory capacity as well as convenient access to testing.

Persons with laboratory-confirmed COVID-19 who have not had any symptoms and were directed to care for themselves at home may discontinue isolation under the following conditions:

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<sup>2</sup> Recommendation based on CDC and subject to CDC revisions: <https://www.cdc.gov/coronavirus/2019-ncov/hcp/disposition-in-home-patients.html>

- Negative results of an FDA Emergency Use Authorized COVID-19 molecular assay for detection of SARS-CoV-2 RNA from at least two consecutive respiratory specimens collected greater 24 hours apart (total of two negative specimens).

As testing becomes more readily available, employees, and students may be asked to submit to COVID-19 testing. If anyone tests positive, he/she will be sent home. Employees and students who test positive are encouraged to contact a qualified health care professional for additional guidance. If you test positive, you will be allowed to return to work in accordance with then existing CDC, state and local guidelines. Employee and student confidentiality will be maintained at all times.

Any employee or student who refuses to submit to health screenings as provided for in this section will not be given access to the campus and will be sent home.

#### **b. Student Transportation**

School buses used to transport students must not exceed the following maximum requirements:

- 1) Phase 1 – twenty-five percent (25%), including adults, of school bus manufacturer capacity. Passengers must ride one per seat. Every other seat must remain empty. Members of the same household may sit in the same seat or adjacent seats.
- 2) Phase 2 – fifty percent (50%), including adults, of school bus manufacturer capacity. Passengers must be disbursed throughout the bus to the greatest extent possible.
- 3) Phase 3 – seventy-five (75%), including adults, of school bus manufacturer capacity. Passengers must be disbursed throughout the bus to the greatest extent possible.

#### **c. Personal Protective Equipment**

Employees, students, and third-party visitors are required to wear a mask at all times in common areas throughout the school campus. Mask or face-covering will be provided when needed.

#### **d. Required Training and Postings**

All employees must participate in mandatory training regarding COVID-19 best practices, including appropriate cleaning and disinfection, hand hygiene, and respiratory etiquette. In the meantime, all employee are encouraged to educate themselves on the various COVID-19 related issues by viewing the various videos and other resources contained on the CDC's website at the following link: <https://www.cdc.gov/coronavirus/2019-ncov/communication/videos.html>

Posters will be placed at the entrance of each campus and in common areas encouraging good hygiene and best practices.

All employees must acknowledge this policy by signing below. This policy will be accessible to everyone via the School intranet.

#### **e. Complaints, Reporting Procedure, and Disciplinary Action**

All employees and students are Alisa Dupré via email at [Alisa\\_Dupre@auduboncharter.com](mailto:Alisa_Dupre@auduboncharter.com) Phone: (504) 717-6255. If it is determined that an employee or student failed to adhere to established protocols, he/she may be subject to disciplinary action up to and including termination of employment or disciplinary consequences in accordance with the Student Code of Conduct.

In addition, employees and students should continue **immediate mandatory reporting** to Alisa Dupré via email at [Alisa\\_Dupre@auduboncharter.com](mailto:Alisa_Dupre@auduboncharter.com) Phone: (504) 717-6255 and your campus nurse of (1) possible symptoms of COVID-19, (2) confirmed negative or positive test of COVID-19, or (3) exposure to someone whom may have been exposed to a confirmed COVID-19 patient. Quarantine may be required. This reporting policy includes the employee, student, a family member of an employee or student, or anyone that the employee or student has had close contact within a 14-day period.

### **3. Policies and Procedures for Vendors/Visitors/Guests on School Campus**

Parents are not allowed on Campus unless determined essential by the Administration. Vendors, visitors, and guests should avoid coming to the school unless it is deemed essential by the School Administration. When approved by the School Administration, vendors, visitors, and guests must wear a face-covering or mask, wash or sanitized their hands upon entering campus, and practice social distancing by remaining at least 6 feet apart from employees and remaining in the School Administration approved area. Vendors, visitors, and guests will also be given access to hand sanitizer upon entering the campus.

Limit outside vendors entering our space to necessity only, such as FedEx, UPS, and office supply deliveries. Alternative pick-up and drop-off protocols may be utilized.

Vendors will be subject to the policies above: Temperature Checks and the wearing of a mask or face-covering when on the School campus.

### **4. Acknowledgment of Receipt of Interim COVID-19 Return to Campus Guidelines, Policies and Procedures**

By my signature below, I acknowledge that this policy was distributed to me, that it is accessible on the School Intranet, that I have read and understand these policies and procedures, and that I will adhere to these policies and procedures until further notice.

**Shawn Jackson**

Print Name



Signature

**11/25/2020**

Date

# Coversheet

## School Calendar 2021-2022

<b>Section:</b>	II. Other Business
<b>Item:</b>	B. School Calendar 2021-2022
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	21-22 Calendar Draft 5.pdf Calendar Worksheet.xlsx



# AUDUBON SCHOOLS | 2021-2022 CALENDAR

**4** Independence Day

JULY '21						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JANUARY '22						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

**3** **PD Day No School**  
**17** NO SCHOOL  
M.L. King Day

**2** Teacher's Return  
**9** School Supply Drop Off  
**10** Whole Staff PD  
**12** First Day of School K-8  
**16** First Day of School Pre-K

AUGUST '21						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY '22						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

**21** Presidents' Day  
**18** Early Dismissal  
**23-24** Early Dismissal  
**25** NO SCHOOL  
PD Day  
**28-4** NO SCHOOL  
Mardi Gras Break

**6** NO SCHOOL Labor Day  
**17** NO SCHOOL PD Day

SEPTEMBER '21						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MARCH '22						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

**28-4** NO SCHOOL  
Mardi Gras Break

**11** Columbus Day  
**11-15** NO SCHOOL  
Fall Break  
**31** Halloween

OCTOBER '21						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL '22						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

**15** Good Friday  
**15-22** NO BREAK  
Spring Break  
**17** Easter Sunday

**11** Veterans Day  
**22-26** NO SCHOOL  
Thanksgiving Break  
**25** Thanksgiving Day

NOVEMBER '21						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY '22						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

**08** Mother's Day  
**23** Last Day Students  
**30** Memorial Day  
OFFICE CLOSED  
  
**24-31** Make-Up Days for students and staff as necessary

**20-31** **Winter Break**  
**25** Christmas Day

DECEMBER '21						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE '22						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

**19** Father's Day

## Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

Calendar Worksheet.xlsx

# Coversheet

## Financial Statement October 2020

<b>Section:</b>	III. Finance Committee
<b>Item:</b>	A. Financial Statement October 2020
<b>Purpose:</b>	Discuss
<b>Submitted by:</b>	
<b>Related Material:</b>	20201031 Financial Statements.pdf

**FRENCH AND MONTESSORI EDUCATION INCORPORATED**

**Financial Statements**

**For the Four Month Ended October 31, 2020**

These financial statements have not been subject to an audit, review, or compilation engagement, and no assurance is provided on them. Substantially all of the disclosures, and the statement of cash flows, required by accounting principles generally accepted in the United States of America have been omitted.

## Contents

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Statement of Financial Position	1
Statement of Activities and Change in Net Assets and Budget Comparison for the four months ended October 31, 2020	2
Statement of Activities and Change in Net Assets and Budget Comparison for the four month ended October 31, 2020	3
Statement of Activities and Change in Net Assets and Budget Comparison for the month ended October 31, 2020	4

These financial statements have not been subject to an audit, review, or compilation engagement, and no assurance is provided on them. Substantially all of the disclosures, and the statement of cash flows, required by accounting principles generally accepted in the United States of America have been omitted.

**FRENCH AND MONTESSORI EDUCATION INCORPORATED**  
**D/B/A AUDUBON CHARTER SCHOOL**  
**STATEMENT OF FINANCIAL POSITION**  
**AS OF OCTOBER 31, 2020**

**ASSETS**

## CURRENT ASSETS

Cash and cash equivalents	\$ 2,848,560
Accounts receivable	849,255
Investments	1,000,206
Prepaid expenses and other current assets	<u>129,015</u>

Total current assets 4,827,036

PROPERTY AND EQUIPMENT, net 3,771,335

**TOTAL ASSETS** \$ 8,598,371

**LIABILITIES AND NET ASSETS**

## CURRENT LIABILITIES

Accounts payable and accrued expenses	\$ 122,470
Accrued salaries and benefits payable	351,520
Deferred revenues	<u>79,565</u>

Total current liabilities 553,555

## LONG TERM LIABILITIES

Note Payable 1,902,898

Total long term liabilities 1,902,898

## NET ASSETS

Unrestricted net assets 6,141,917

**TOTAL LIABILITIES AND NET ASSETS** \$ 8,598,371

**FRENCH AND MONTESSORI EDUCATION INCORPORATED  
D/B/A AUDUBON CHARTER SCHOOL  
STATEMENT OF ACTIVITIES AND CHANGE IN NET ASSETS AND BUDGET COMPARISON  
FOR THE FOUR MONTHS ENDED OCTOBER 31, 2020**

	<b>AUDUBON UPTOWN Actual</b>	<b>AUDUBON GENTILLY Actual</b>	<b>AUDUBON CENTRAL OFFICE Actual</b>	<b>TOTAL</b>	<b>% ACHIEVED OF ANNUAL</b>
<b>REVENUES AND SUPPORT</b>					
MFP revenues	\$ 2,566,173	\$ 623,194	\$ -	\$ 3,189,367	36%
Fee revenues	69	-	-	\$ 69	0%
Public grants and program funding	401,000	86,038	-	\$ 487,038	24%
Private grants and donations	20,665	63,176	\$ 30	\$ 83,871	15%
Income from investments	-	30	-	\$ 30	0%
Other income	6,518	5,964	\$ 30,566	\$ 43,048	8%
Released from restrictions				-	
Total revenues and support	<u>2,994,425</u>	<u>778,402</u>	<u>30,596</u>	\$ <u>3,803,423</u>	30%
<b>EXPENSES</b>					
Salaries	\$ 1,345,206	\$ 418,368	\$ 245,444	\$ 2,009,018	27%
Benefits	649,802	83,795	79,258	\$ 812,855	37%
Disposal	3,105	1,190	-	\$ 4,295	19%
Dues	9,026	320	1,534	\$ 10,880	9%
Food service	14,482	1,774	-	\$ 16,256	4%
Insurance	-	-	-	\$ -	0%
Materials	177,493	67,456	9,996	\$ 254,945	60%
Purchased services	111,061	41,613	14,311	\$ 166,985	17%
Rentals	6,289	1,189	-	\$ 7,478	29%
Repairs and maintenance	140,582	51,354	-	\$ 191,936	86%
Travel	14,220	6,000	-	\$ 20,220	45%
Utilities	60,909	10,881	968	\$ 72,758	29%
Depreciation	-	-	-	\$ -	0%
Other expenses	128,042	31,864	-	\$ 159,906	711%
Debt Service	94	29,803	-	\$ 29,897	23%
Student Transportation	1,122	-	-	\$ 1,122	1%
Total expenses	<u>2,661,433</u>	<u>745,607</u>	<u>351,511</u>	<u>3,758,551</u>	29%
<b>CHANGE IN NET ASSETS</b>	\$ <b>332,992</b>	\$ <b>32,795</b>	\$ <b>(320,915)</b>	\$ <b>44,872</b>	
NET ASSETS - Beginning of period				<u>6,097,045</u>	
<b>NET ASSETS - End of period</b>				<u><b>\$ 6,141,917</b></u>	

These financial statements have not been subject to an audit, review, or compilation engagement, and no assurance is provided on them. Substantially all of the disclosures required by accounting principles generally accepted in the United States of America have been omitted.

**FRENCH AND MONTESSORI EDUCATION INCORPORATED**  
**D/B/A AUDUBON CHARTER SCHOOL**  
**STATEMENT OF ACTIVITIES AND CHANGE IN NET ASSETS AND BUDGET COMPARISON**  
**FOR THE MONTH ENDED OCTOBER 31, 2020**

	<b>AUDUBON UPTOWN</b>	<b>AUDUBON GENTILLY</b>	<b>AUDUBON CENTRAL OFFICE</b>	<b>Total</b>	<b>Budeted</b>	<b>Variance</b>
	<b>Actual</b>	<b>Actual</b>	<b>Actual</b>			
<b>REVENUES AND SUPPORT</b>						
MFP revenues	\$ 628,806	\$ 108,956	-	\$ 737,762	\$ 827,501	(89,739)
Fee revenues	-	-	-	-	\$ 37,230	(37,230)
Public grants and program funding	-	-	-	-	\$ 172,746	(172,746)
Private grants and donations	-	-	-	-	\$ 24,400	(24,400)
Income from investments	-	-	-	-	\$ 1,250	(1,250)
Other income	6,521	4,021	-	10,542	\$ 25,950	(15,408)
Released from restrictions					\$ -	-
Total revenues and support	<u>635,327</u>	<u>112,977</u>	<u>-</u>	<u>748,304</u>	<u>1,089,077</u>	<u>(340,773)</u>
<b>EXPENSES</b>						
Salaries	\$ 425,178	\$ 132,191	\$ 56,391	\$ 613,760	\$ 628,882	(15,122)
Benefits	146,364	24,634	19,158	190,156	\$ 158,503	31,653
Disposal	502	-	-	502	\$ 1,750	(1,248)
Dues	150	-	-	150	\$ 3,708	(3,558)
Food service	8,181	1,774	-	9,955	\$ 34,329	(24,374)
Insurance	-	-	-	-	\$ 23,715	(23,715)
Materials	9,719	1,722	283	11,724	\$ 21,721	(9,997)
Purchased services	45,378	5,815	6,595	57,788	\$ 121,003	(63,215)
Rentals	1,364	646	-	2,010	\$ 2,030	(20)
Repairs and maintenance	41,147	21,647	-	62,794	\$ 22,767	40,027
Travel	-	-	-	-	\$ 4,792	(4,792)
Utilities	12,590	2,819	471	15,880	\$ 18,292	(2,412)
Depreciation	-	-	-	-	\$ 15,000	(15,000)
Other expenses	29,778	6,296	-	36,074	\$ 1,333	34,741
Debt Service	30	9	-	39	\$ 11,500	(11,461)
Student Transportation	1,122	-	-	1,122	\$ 26,450	(25,328)
Total expenses	<u>721,503</u>	<u>197,553</u>	<u>82,898</u>	<u>1,001,954</u>	<u>1,095,775</u>	<u>(93,821)</u>
<b>CHANGE IN NET ASSETS</b>				<b>\$ (253,650)</b>	<b>\$ (6,698)</b>	<b>\$ (246,952)</b>
NET ASSETS - Beginning of month				<u>6,395,567</u>		
NET ASSETS - End of month				<u><b>\$ 6,141,917</b></u>		

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# Coversheet

## Training Center Update

<b>Section:</b>	V. CEO's Report
<b>Item:</b>	B. Training Center Update
<b>Purpose:</b>	FYI
<b>Submitted by:</b>	
<b>Related Material:</b>	Training Center Update.pdf



## **NMTC-NO FAME Board Update December 2020**

### **Support and Professional Development**

The training center is offering support and professional development to enrolled adult learners and other staff members who have expressed an interest in Montessori educational practices. Current adult learners participated in our Fall Seminar during the Fall Break and also completed observations over the past few weeks. We are gearing up and looking forward to our Spring 2021 Seminar.

### **Montessori Teaching and Learning**

We are working closely with the American Montessori Society and MACTE to develop and implement best Montessori practices during distance learning. It has been a challenge, but one our faculty and staff have stepped up to face with grace and flexibility.

### **Looking Forward**

We are starting the process of preparing the training center to accept and support non-Audubon individuals. There have been several inquiries, so we are looking forward to having processes and procedures in place to handle those students who are interested in enrolling in our program.

# Coversheet

## Development Report

<b>Section:</b>	V. CEO's Report
<b>Item:</b>	D. Development Report
<b>Purpose:</b>	FYI
<b>Submitted by:</b>	
<b>Related Material:</b>	Development Update.pdf



## Development and Communications Report for F.A.M.E. Board Meeting December 12, 2020

Fundraiser	19-20 Goal	19-20 Net	20-21 Goal	Progress to Date (Net)
Cool Zoo	\$15,000.00	<del>\$ 10,215.00</del>	<del>\$</del>	
City Park	\$20,500.00	<del>\$ 700.00</del>	<del>\$</del>	
Fais De-Do	\$15,000.00	<del>\$ 1,400.00</del>	<del>\$</del>	
Audubon Annual Fund	\$50,000.00	\$ 48,100.00	\$ 40,000.00	\$17,743.05
GiveNOLA Day	\$10,000.00	\$ 14,100.00	\$ 15,000.00	
Kindness Campaign	\$15,000.00	\$ 13,206.00	\$ 10,000.00	
Grants	\$300,000.00	\$ 195,000.00	\$ 45,000.00	\$213,980.00
Other			\$ 5,000.00	\$2,200.47
	\$425,500.00	\$ 140,336.00	\$ 115,000.00	<b>\$233,923.52</b>

### 2020-2021 Audubon Annual Fund:

- Theme: Resilient Rarebirds
- Board participation: 54% (6 donors)
- Donation details:
  - o Uptown: \$11,005.95
  - o Gentilly: \$1,680.60
  - o Schools: \$4,381.70
  - o FAME: \$674.80

### Grants FY 20-21:

Committed/Banked: \$213,980.00

Submitted/Pending: \$29,000.00

### Committed/Banked

Funder	Amount Requested	To Benefit	Amount Awarded
Charter School Growth Fund	\$0	Unrestricted	\$60,000
Dollar General Literacy Foundation	\$3,980	Reading Intervention at all campuses	\$3,980
W.K. Kellogg Foundation	\$150,000	Special Education and Intervention Personnel and Supports for Gentilly	\$150,000

### Submitted/Pending

Funder	Amount Requested	To Benefit	Probability
Walmart	\$6,500	Buddies Not Bullies SEL unit	Low
Charles Lafitte Foundation	\$20,000	Tier 1 Intervention package	Low
GENYOUth Funds	\$2,500	Equipment and supplies for community feedings	Medium

