



Athlos Jefferson Parish

Board Meeting

Amended on September 15, 2021 at 3:46 PM CDT

Date and Time

Wednesday September 15, 2021 at 6:30 PM CDT

Location

This meeting will be held virtually at the address below:
<https://zoom.us/j/93653607650>

Agenda

	Purpose	Presenter	Time
I. Opening Items			6:30 PM
A. Call the Meeting to Order		Nick Berg	
B. Record Attendance		Nick Berg	1 m
C. Call for Conflict of Interest		Nick Berg	1 m
II. Consent Agenda			6:32 PM
Motion- I move to approve the consent agenda...			
A. Approve Agenda	Vote	Nick Berg	1 m
Approve the current month's meeting agenda.			
B. Approve August 11, 2021 Board Meeting Minutes	Approve Minutes	Nick Berg	1 m
Propose approval of previous board meeting's minutes.			
C. Athlos Report	Vote	Darin Knicely	1 m
Update on Homecourt projects being conducted to support AAJP.			
D. New Hires & Stipends	Vote		5 m
Approve new hires and signed contracts from the month			

III. Public Comment

	Purpose	Presenter	Time
IV. Administrative Reports			6:40 PM
A. Superintendent's Report	FYI	Darin Knicely	10 m
Update on progress of key priorities at AAJP.			
B. Finance Report	FYI	Celeste Volmer	10 m
Presentation of year-end finances.			
C. Approve Financials	Vote	Nick Berg	1 m
Vote to approve year-end financial report			
V. Action Items (public comment must be had immediately before each action item vote)			7:01 PM
A. Building Repair Proposal	Vote	Nikisha Thomas and Kyle Leybas	15 m
Vote on proposals for building repair due to hurricane.			
B. Debris Clean-Up Proposal	Vote	Nikisha Thomas and Kyle Leybas	15 m
Vote on proposed debris clean up contracts			
C. Employee Hurricane Assistance	Vote	Darin Knicely	15 m
Propose action related to assistance for employees due to the hurricane.			
D. Master Service Agreement	Vote	Nick Berg	15 m
Presentation of Master Service Agreement for approval			
VI. Closing Items			8:01 PM
A. Adjourn Meeting	Vote	Board Chair	

Cover Sheet

Athlos Report

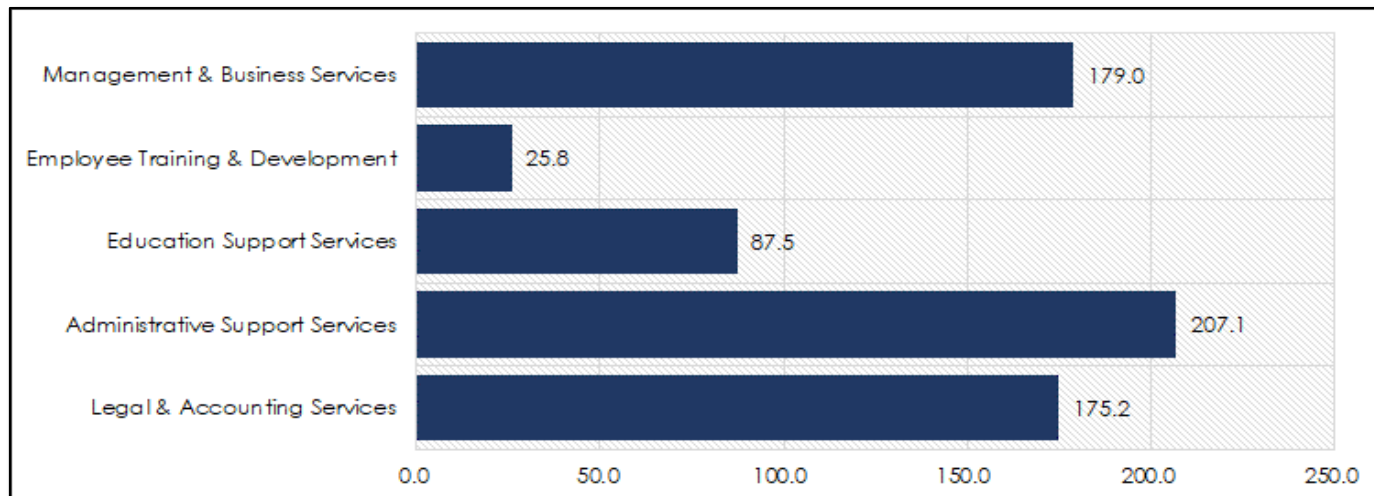
Section:	II. Consent Agenda
Item:	C. Athlos Report
Purpose:	Vote
Submitted by:	
Related Material:	09.21 Athlos Report - AAJP.pdf

Athlos Report – Jefferson Parish

Summary of Home Court Support (8/9/21 – 9/10/21)

- Teacher / Staff Recruitment:
 - **234** Applications Received
 - **62** Interviews Scheduled
 - **26** New Employees Hired
- Enrollment:
 - **68** New SY22 Applications Received
- Marketing:
 - **0.8** Website Management Hours Provided
 - **37.5** Graphic Design Support Hours Provided
- Other Support
 - Assistance with launching sports programs
 - Hurricane Ida relief efforts, including property repair, distance learning launch, calamity pay processing, and FEMA grant application

Category	Project	Hours
Management & Business Services	Human Resources Support	87.3
	Student Recruitment	20.5
	Student Retention	55.0
	Enrollment	16.2
Employee Training & Development	Instruction & Assessment	25.8
Education Support Services	Data Systems & Platforms	44.6
	Leadership Support & Check-Ins	23.7
	Weekly Leadership Meetings	19.2
Administrative Support Services	Board Governance	31.3
	Community Relations	19.4
	Social Media	45.1
	Website Management	0.8
	Graphic Design	37.5
	Compliance	31.5
	Policy Writing	0.9
	Other Support	40.6
Legal & Accounting Services	General Accounting & Payroll	162.0
	School Budgets	13.2



Cover Sheet

New Hires & Stipends

Section: II. Consent Agenda
Item: D. New Hires & Stipends
Purpose: Vote
Submitted by:
Related Material: SY22 Keven Smith Signed Offer Letter.pdf
SY22 Erica Robert Signed Offer Letter.pdf
SY22 Cameron Johnson Signed Offer Letter.pdf
SY22 Latiaya Henderson Signed Offer Letter.pdf
SY22 Towanka Franklin Behavior Para Signed Offer Letter.pdf
SY22 Charles Medley Signed Offer Letter cert. salary.pdf
SY22 Laura Taylor Status Change.pdf
SY22 Laura Taylor Behavior Para Signed Offer Letter.pdf
SY22 Chrissie Fisher-Rollins Signed Offer Letter.pdf
SY22 Anisa Miller Signed Offer Letter.pdf
SY22 Kristen SuhNie Gant Signed Offer Letter.pdf
SY22 Whitney Darensburg Signed Offer Letter.pdf
SY22 Beverly Diaz Signed Offer Letter.pdf
SY22 Kaonta VanNorman Signed Offer Letter.pdf
SY22 Tanya Jones Signed Custodian Offer Letter_salary.pdf
SY22 Kandis Porter Signed Offer Letter.pdf
SY22 Barbara Stewart Signed Offer Letter.pdf
SY22 Monica Pilkington Signed SPED Para Stipend.pdf
SY22 Keith Waguespack Signed Offer Letter.pdf
SY22 Tanya Jones Signed Maintenance Lead Stipend.pdf
SY22 Terrinika Walker Signed Offer Letter.pdf
SY22 Beverly Brenes-Diaz Signed Offer Letter.pdf



address: 979 Behrman Hwy. | Terrytown, LA | 70056
phone: (504) 290-2510 fax: (504) 290-2511
web: www.AthlosJP.org email: info@AthlosJP.org

August 2, 2021

Dear Anisa Miller,

We are pleased to offer you the position of Special Education Paraprofessional with Athlos Academy of Jefferson Parish commencing on August 9, 2021, contingent upon the terms and conditions set forth in this offer letter. Please read this carefully. If you choose to accept employment with Athlos Academy of Jefferson Parish, sign where indicated.

WORK SCHEDULE

In this position, you are expected to work 181 days as a non-exempt employee, with 175 days remaining between your employment commencement date and May 20, 2022 (see the attached reporting calendar). While it is anticipated that you will be employed in this position until May 20, 2022, this offer is for employment at-will, meaning either party may end the employment relationship at any time, for any reason or no reason at all.

PAYMENT

You will be paid an annual salary of \$21,500, prorated to reflect the number of reporting days served from your contract start date through the end date on the reporting calendar, and are classified as a salaried, non-exempt employee. In accordance with its regular payroll schedule, AAJP will pay your salary in approximately equal installments twice per month over 24 pay periods annually.

All compensation provided to you by Athlos Academy of Jefferson Parish shall be subject to applicable payroll taxes and withholdings in accordance with federal, state and local law.

BENEFITS

You may be eligible for certain benefits provided by Athlos Academy of Jefferson Parish. Please consult the Benefits Summary for further information on contribution amounts and benefit design.

All employee wages and benefits are subject to periodic company review and are subject to change. Your employment with Athlos is at-will, meaning either party may end the employment relationship at any time with or without cause. Nothing in this offer, including the timing and method of your wage payments, nor anything else, shall have the effect of establishing an employment arrangement or contract between you and Athlos for a specific term. Similarly, nothing in this offer nor elsewhere other than in a writing signed by the principal shall establish any presumption of continuing employment. Athlos may require the signing of a confidentiality, non-Disclosure, and non-compete Agreement.



Athlos Academy

JEFFERSON PARISH

address: 979 Behrman Hwy. | Terrytown, LA | 70056
phone: (504) 290-2510 fax: (504) 290-2511
web: www.AthlosJP.org email: info@AthlosJP.org

This offer is contingent upon completing a background check, governing board approval, and verification of licensure (if necessary and applicable).

If you decide to accept the terms of this offer letter with Athlos Academy of Jefferson Parish, please sign below and provide this letter to hr@athlosjp.org no later than one week beyond the date noted at the top of this letter.

Sincerely,

Dr. Jordan Sanchez, Principal of Upper School
Cheryl Martin, Principal of Lower School

Anissa Y. Martin 8/12/2021

Employee Signature Date

[Signature] 12 Aug 21

Executive Director Date

Years of Experience: <u>0</u>
Highest Level of Education: High School



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July 29, 2021

Dear Barbara Stewart,

We are pleased to offer you the position of Teacher with Athlos Academy of Jefferson Parish commencing on August 2, 2021, contingent upon the terms and conditions set forth in this offer letter. Please read this carefully. If you choose to accept employment with Athlos Academy of Jefferson Parish, sign where indicated.

WORK SCHEDULE

In this position, you are expected to work 191 days as an exempt employee, with 184 reporting days remaining between your employment commencement date and May 24, 2022 (see the attached reporting calendar). While it is anticipated that you will be employed in this position until May 24, 2022, this offer is for employment at-will, meaning either party may end the employment relationship at any time, for any reason or no reason at all.

PAYMENT

You will be paid an annual salary of \$55,650, prorated to reflect the number of reporting days between your contract start date and reporting calendar end date. In accordance with its regular payroll schedule, AAJP will pay your salary in approximately equal installments twice per month over 24 pay periods annually.

All compensation provided to you by Athlos Academy of Jefferson Parish shall be subject to applicable payroll taxes and withholdings in accordance with federal, state and local law.

BENEFITS

You may be eligible for certain benefits provided by Athlos Academy of Jefferson Parish. Please consult the Benefits Summary for further information on contribution amounts and benefit design.

All employee wages and benefits are subject to periodic company review and are subject to change. Your employment with Athlos is at-will, meaning either party may end the employment relationship at any time with or without cause. Nothing in this offer, including the timing and method of your wage payments, nor anything else, shall have the effect of establishing an employment arrangement or contract between you and Athlos for a specific term. Similarly, nothing in this offer nor elsewhere other than in a writing signed by the principal shall establish any presumption of continuing employment. Athlos may require the signing of a confidentiality, non-Disclosure, and non-compete Agreement.



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This offer is contingent upon completing a background check, governing board approval, and verification of licensure (if necessary and applicable).

If you decide to accept the terms of this offer letter with Athlos Academy of Jefferson Parish, please sign below and provide this letter to hr@athlosjp.org no later than one week beyond the date noted at the top of this letter.

Sincerely,

Dr. Jordan Sanchez, Principal of Upper School
Cheryl Martin, Principal of Lower School

 8/11/21

Employee Signature

Date



Executive Director

Date

11 Aug 21

Years of Experience: 11
Highest Level of Education: Master's Degree



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August 10, 2021

Dear Beverly Brenes Diaz,

We are pleased to offer you the full-time position of Literacy Interventionist with Athlos Academy of Jefferson Parish commencing on August 23, 2021, contingent upon the terms and conditions set forth in this offer letter. Please read this carefully. If you choose to accept employment with Athlos Academy of Jefferson Parish, sign where indicated.

WORK SCHEDULE

In this position, you are expected to work 191 days as an exempt employee, with 169 remaining between your employment commencement date and May 24, 2022 (see the attached reporting calendar). While it is anticipated that you will be employed in this position until May 24, 2022, this offer is for employment at-will, meaning either party may end the employment relationship at any time, for any reason or no reason at all.

PAYMENT

You will be paid an annual salary of \$68,135, prorated to reflect the above-mentioned remaining reporting days between your start date and reporting calendar end date. In accordance with its regular payroll schedule, AAJP will pay your salary in approximately equal installments twice per month over 24 pay periods annually.

All compensation provided to you by Athlos Academy of Jefferson Parish shall be subject to applicable payroll taxes and withholdings in accordance with federal, state and local law.

BENEFITS

You may be eligible for certain benefits provided by Athlos Academy of Jefferson Parish. Please consult the Benefits Summary for further information on contribution amounts and benefit design.

All employee wages and benefits are subject to periodic company review and are subject to change. Your employment with Athlos is at-will, meaning either party may end the employment relationship at any time with or without cause. Nothing in this offer, including the timing and method of your wage payments, nor anything else, shall have the effect of establishing an employment arrangement or contract between you and Athlos for a specific term. Similarly, nothing in this offer nor elsewhere other than in a writing signed by the principal shall establish any presumption of continuing employment. Athlos may require the signing of a confidentiality, non-Disclosure, and non-compete Agreement.



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This offer is contingent upon completing a background check, governing board approval, and verification of licensure (if necessary and applicable).

If you decide to accept the terms of this offer letter with Athlos Academy of Jefferson Parish, please sign below and provide this letter to hr@athlosjp.org no later than one week beyond the date noted at the top of this letter.

Sincerely,

Dr. Jordan Sanchez, Principal of Upper School
Cheryl Martin, Principal of Lower School

Beverly King 8/12/21
Employee Signature Date

[Signature] 8/17/21
Principal Date

Years of Experience: 30
Highest Level of Education: Master's Degree +30



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August 10, 2021

Dear Beverly Brenes Diaz,

We are pleased to offer you the full-time position of Literacy Interventionist with Athlos Academy of Jefferson Parish commencing on August 23, 2021, contingent upon the terms and conditions set forth in this offer letter. Please read this carefully. If you choose to accept employment with Athlos Academy of Jefferson Parish, sign where indicated.

WORK SCHEDULE

In this position, you are expected to work 191 days as an exempt employee, with 169 remaining between your employment commencement date and May 24, 2022 (see the attached reporting calendar). While it is anticipated that you will be employed in this position until May 24, 2022, this offer is for employment at-will, meaning either party may end the employment relationship at any time, for any reason or no reason at all.

PAYMENT

You will be paid an annual salary of \$62,730, prorated to reflect the above-mentioned remaining reporting days between your start date and reporting calendar end date. In accordance with its regular payroll schedule, AAJP will pay your salary in approximately equal installments twice per month over 24 pay periods annually.

All compensation provided to you by Athlos Academy of Jefferson Parish shall be subject to applicable payroll taxes and withholdings in accordance with federal, state and local law.

BENEFITS

You may be eligible for certain benefits provided by Athlos Academy of Jefferson Parish. Please consult the Benefits Summary for further information on contribution amounts and benefit design.

All employee wages and benefits are subject to periodic company review and are subject to change. Your employment with Athlos is at-will, meaning either party may end the employment relationship at any time with or without cause. Nothing in this offer, including the timing and method of your wage payments, nor anything else, shall have the effect of establishing an employment arrangement or contract between you and Athlos for a specific term. Similarly, nothing in this offer nor elsewhere other than in a writing signed by the principal shall establish any presumption of continuing employment. Athlos may require the signing of a confidentiality, non-Disclosure, and non-compete Agreement.



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This offer is contingent upon completing a background check, governing board approval, and verification of licensure (if necessary and applicable).

If you decide to accept the terms of this offer letter with Athlos Academy of Jefferson Parish, please sign below and provide this letter to hr@athlosjp.org no later than one week beyond the date noted at the top of this letter.

Sincerely,

Dr. Jordan Sanchez, Principal of Upper School
Cheryl Martin, Principal of Lower School

Beverly B. King 8/10/21
Employee Signature Date

Principal Date

Years of Experience: 20
Highest Level of Education: Master's Degree +30



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August 16, 2021

Dear Cameron Johnson,

We are pleased to offer you the position of Teacher with Athlos Academy of Jefferson Parish commencing on August 23, 2021, contingent upon the terms and conditions set forth in this offer letter. Please read this carefully. If you choose to accept employment with Athlos Academy of Jefferson Parish, sign where indicated.

WORK SCHEDULE

In this position, you are expected to work 191 days as an exempt employee, with 169 remaining between your employment commencement date and May 24, 2022 (see the attached reporting calendar). While it is anticipated that you will be employed in this position until May 24, 2022, this offer is for employment at-will, meaning either party may end the employment relationship at any time, for any reason or no reason at all.

PAYMENT

You will be paid an annual salary of \$39,375, prorated to reflect the above-mentioned remaining reporting days between your start date and reporting calendar end date. In accordance with its regular payroll schedule, AAJP will pay your salary in approximately equal installments twice per month over 24 pay periods annually.

All compensation provided to you by Athlos Academy of Jefferson Parish shall be subject to applicable payroll taxes and withholdings in accordance with federal, state and local law.

BENEFITS

You may be eligible for certain benefits provided by Athlos Academy of Jefferson Parish. Please consult the Benefits Summary for further information on contribution amounts and benefit design.

All employee wages and benefits are subject to periodic company review and are subject to change. Your employment with Athlos is at-will, meaning either party may end the employment relationship at any time with or without cause. Nothing in this offer, including the timing and method of your wage payments, nor anything else, shall have the effect of establishing an employment arrangement or contract between you and Athlos for a specific term. Similarly, nothing in this offer nor elsewhere other than in a writing signed by the principal shall establish any presumption of continuing employment. Athlos may require the signing of a confidentiality, non-Disclosure, and non-compete Agreement.



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This offer is contingent upon completing a background check, governing board approval, and verification of licensure (if necessary and applicable).

If you decide to accept the terms of this offer letter with Athlos Academy of Jefferson Parish, please sign below and provide this letter to hr@athlosjp.org no later than one week beyond the date noted at the top of this letter.

Sincerely,

Dr. Jordan Sanchez, Principal of Upper School
Cheryl Martin, Principal of Lower School

 8/16/21

Employee Signature

Date

 8/16/21

Principal

Date

Years of Experience: 5

Highest Level of Education: Bachelor's Degree



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August 16, 2021

Dear Charles Medley,

We are pleased to offer you the position of Teacher with Athlos Academy of Jefferson Parish commencing on 07/22/2021, contingent upon the terms and conditions set forth in this offer letter. Please read this carefully. If you choose to accept employment with Athlos Academy of Jefferson Parish, sign where indicated.

WORK SCHEDULE

In this position, you are expected to work 191 days as an exempt employee, between your employment commencement date and 5/24/2022 (see the attached reporting calendar). While it is anticipated that you will be employed in this position until 5/24/2022, this offer is for employment at-will, meaning either party may end the employment relationship at any time, for any reason or no reason at all.

PAYMENT

You will be paid an annual salary of \$58,275. In accordance with its regular payroll schedule, AAJP will pay your salary in approximately equal installments twice per month over 24 pay periods.

All compensation provided to you by Athlos Academy of Jefferson Parish shall be subject to applicable payroll taxes and withholdings in accordance with federal, state and local law.

CERTIFICATION

Positions that require certification will be paid at the uncertified rate set by the board unless documentation of adequate progress or certification is demonstrated. Adequate progress is determined as proof of enrollment in an alternate certification program or two courses per semester in an approved teaching certification program. Documentation must be provided within one month of this agreement.

BENEFITS

You may be eligible for certain benefits provided by Athlos Academy of Jefferson Parish. Please consult the Benefits Summary for further information on contribution amounts and benefit design.

All employee wages and benefits are subject to periodic company review and are subject to change. Your employment with Athlos is at-will, meaning either party may end the employment relationship at any time with or without cause. Nothing in this offer, including the timing and method of your wage payments, nor anything else, shall have the effect of establishing an employment arrangement or contract between you and Athlos for a specific term. Similarly, nothing in this offer nor elsewhere other than in a writing signed by the Executive Director shall establish any presumption of continuing



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August 2, 2021

Dear Chrissie Fisher-Rollins,

We are pleased to offer you the position of Office Manager with Athlos Academy of Jefferson Parish commencing on August 16, 2021, contingent upon the terms and conditions set forth in this offer letter. Please read this carefully. If you choose to accept employment with Athlos Academy of Jefferson Parish, sign where indicated.

WORK SCHEDULE

In this position, you are expected to work 220 days as an exempt employee, with 190 reporting days remaining between your employment commencement date and June 30, 2022 (see the attached reporting calendar). While it is anticipated that you will be employed in this position until June 30, 2022, this offer is for employment at-will, meaning either party may end the employment relationship at any time, for any reason or no reason at all.

PAYMENT

You will be paid an annual salary of \$37,500, prorated to reflect the number of reporting days served from your start date. In accordance with its regular payroll schedule, AAJP will pay your salary in approximately equal installments twice per month over 24 pay periods annually.

All compensation provided to you by Athlos Academy of Jefferson Parish shall be subject to applicable payroll taxes and withholdings in accordance with federal, state and local law.

BENEFITS

You may be eligible for certain benefits provided by Athlos Academy of Jefferson Parish. Please consult the Benefits Summary for further information on contribution amounts and benefit design.

All employee wages and benefits are subject to periodic company review and are subject to change. Your employment with Athlos is at-will, meaning either party may end the employment relationship at any time with or without cause. Nothing in this offer, including the timing and method of your wage payments, nor anything else, shall have the effect of establishing an employment arrangement or contract between you and Athlos for a specific term. Similarly, nothing in this offer nor elsewhere other than in a writing signed by the principal shall establish any presumption of continuing employment. Athlos may require the signing of a confidentiality, non-Disclosure, and non-compete Agreement.

This offer is contingent upon completing a background check, governing board approval, and verification of licensure (if necessary and applicable).



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If you decide to accept the terms of this offer letter with Athlos Academy of Jefferson Parish, please sign below and provide this letter to hr@athlosjp.org no later than one week beyond the date noted at the top of this letter.

Sincerely, *

Dr. Jordan Sanchez, Principal of Upper School
Cheryl Martin, Principal of Lower School

C. Sanchez

Employee Signature

08.02.21

Date

[Signature]

Executive Director

12 Aug 21

Date

Years of Experience: 1

Highest Level of Education: High School



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August 13, 2021

Dear Erica Robert,

We are pleased to offer you the position of Teacher with Athlos Academy of Jefferson Parish commencing on August 16, 2021, contingent upon the terms and conditions set forth in this offer letter. Please read this carefully. If you choose to accept employment with Athlos Academy of Jefferson Parish, sign where indicated.

WORK SCHEDULE

In this position, you are expected to work 191 days as an exempt employee, with 174 remaining between your employment commencement date and May 24, 2022 (see the attached reporting calendar). While it is anticipated that you will be employed in this position until May 24, 2022, this offer is for employment at-will, meaning either party may end the employment relationship at any time, for any reason or no reason at all.

PAYMENT

You will be paid an annual salary of \$39,375, prorated to reflect the above-mentioned remaining reporting days between your start date and reporting calendar end date. In accordance with its regular payroll schedule, AAJP will pay your salary in approximately equal installments twice per month over 24 pay periods annually.

All compensation provided to you by Athlos Academy of Jefferson Parish shall be subject to applicable payroll taxes and withholdings in accordance with federal, state and local law.

BENEFITS

You may be eligible for certain benefits provided by Athlos Academy of Jefferson Parish. Please consult the Benefits Summary for further information on contribution amounts and benefit design.

All employee wages and benefits are subject to periodic company review and are subject to change. Your employment with Athlos is at-will, meaning either party may end the employment relationship at any time with or without cause. Nothing in this offer, including the timing and method of your wage payments, nor anything else, shall have the effect of establishing an employment arrangement or contract between you and Athlos for a specific term. Similarly, nothing in this offer nor elsewhere other than in a writing signed by the principal shall establish any presumption of continuing employment. Athlos may require the signing of a confidentiality, non-Disclosure, and non-compete Agreement.



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If you decide to accept the terms of this offer letter with Athlos Academy of Jefferson Parish, please sign below and provide this letter to hr@athlosjp.org no later than one week beyond the date noted at the top of this letter.

Sincerely,

Dr. Jordan Sanchez, Principal of Upper School
Cheryl Martin, Principal of Lower School

Erica Robert 8-16-21

Employee Signature

Date

[Signature]

8-16-21

Principal

Date

Years of Experience: 0
Highest Level of Education: Bachelor's Degree



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August 20, 2021

Dear Kandis Porter,

We are pleased to offer you the position of Special Education Paraprofessional with Athlos Academy of Jefferson Parish commencing on August 30, 2021, contingent upon the terms and conditions set forth in this offer letter. Please read this carefully. If you choose to accept employment with Athlos Academy of Jefferson Parish, sign where indicated.

WORK SCHEDULE

In this position, you are expected to work 181 days as a non-exempt employee, with 169 days remaining between your employment commencement date and May 20, 2022 (see the attached reporting calendar). While it is anticipated that you will be employed in this position until May 20, 2022, this offer is for employment at-will, meaning either party may end the employment relationship at any time, for any reason or no reason at all.

PAYMENT

You will be paid an annual salary of \$22,450, prorated to reflect the number of reporting days served from your contract start date through the end date on the reporting calendar, and are classified as a salaried, non-exempt employee. In accordance with its regular payroll schedule, AAJP will pay your salary in approximately equal installments twice per month over 24 pay periods annually.

All compensation provided to you by Athlos Academy of Jefferson Parish shall be subject to applicable payroll taxes and withholdings in accordance with federal, state and local law.

BENEFITS

You may be eligible for certain benefits provided by Athlos Academy of Jefferson Parish. Please consult the Benefits Summary for further information on contribution amounts and benefit design.

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If you decide to accept the terms of this offer letter with Athlos Academy of Jefferson Parish, please sign below and provide this letter to hr@athlosjp.org no later than one week beyond the date noted at the top of this letter.

Sincerely,

Dr. Jordan Sanchez, Principal of Upper School
Cheryl Martin, Principal of Lower School

Kerby-Deane Porter 8-24-21

Employee Signature

Date

[Signature] 8-24-21

Executive Director

Date

Years of Experience: 2

Highest Level of Education: High School



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August 18, 2021

Dear Kaonta VanNorman,

We are pleased to offer you the position of Teacher with Athlos Academy of Jefferson Parish commencing on August 23, 2021, contingent upon the terms and conditions set forth in this offer letter. Please read this carefully. If you choose to accept employment with Athlos Academy of Jefferson Parish, sign where indicated.

WORK SCHEDULE

In this position, you are expected to work 191 days as an exempt employee, with 169 remaining between your employment commencement date and May 24, 2022 (see the attached reporting calendar). While it is anticipated that you will be employed in this position until May 24, 2022, this offer is for employment at-will, meaning either party may end the employment relationship at any time, for any reason or no reason at all.

PAYMENT

You will be paid an annual salary of \$39,375, prorated to reflect the above-mentioned remaining reporting days between your start date and reporting calendar end date. In accordance with its regular payroll schedule, AAJP will pay your salary in approximately equal installments twice per month over 24 pay periods annually.

All compensation provided to you by Athlos Academy of Jefferson Parish shall be subject to applicable payroll taxes and withholdings in accordance with federal, state and local law.

BENEFITS

You may be eligible for certain benefits provided by Athlos Academy of Jefferson Parish. Please consult the Benefits Summary for further information on contribution amounts and benefit design.

All employee wages and benefits are subject to periodic company review and are subject to change. Your employment with Athlos is at-will, meaning either party may end the employment relationship at any time with or without cause. Nothing in this offer, including the timing and method of your wage payments, nor anything else, shall have the effect of establishing an employment arrangement or contract between you and Athlos for a specific term. Similarly, nothing in this offer nor elsewhere other than in a writing signed by the principal shall establish any presumption of continuing employment. Athlos may require the signing of a confidentiality, non-Disclosure, and non-compete Agreement.



Athlos Academy

JEFFERSON PARISH

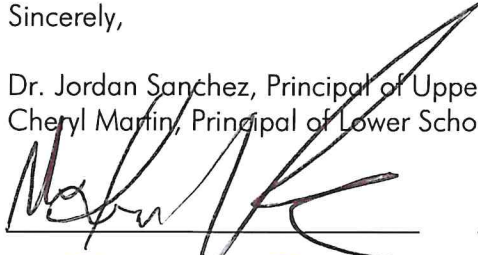
address: 979 Behrman Hwy. | Terrytown, LA | 70056
phone: (504) 290-2510 fax: (504) 290-2511
web: www.AthlosJP.org email: info@AthlosJP.org

This offer is contingent upon completing a background check, governing board approval, and verification of licensure (if necessary and applicable).


If you decide to accept the terms of this offer letter with Athlos Academy of Jefferson Parish, please sign below and provide this letter to hr@athlosjp.org no later than one week beyond the date noted at the top of this letter.

Sincerely,

Dr. Jordan Sanchez, Principal of Upper School
Cheryl Martin, Principal of Lower School



Employee Signature Date 8-24-21



Principal Date 8-24-21

Years of Experience: 3
Highest Level of Education: Bachelor's Degree



address: 979 Behrman Hwy. | Terrytown, LA | 70056
phone: (504) 290-2510 fax: (504) 290-2511
web: www.AthlosJP.org email: info@AthlosJP.org

August 13, 2021

Dear Keith Waguespack,

We are pleased to offer you the position of Teacher with Athlos Academy of Jefferson Parish commencing on August 30, 2021, contingent upon the terms and conditions set forth in this offer letter. Please read this carefully. If you choose to accept employment with Athlos Academy of Jefferson Parish, sign where indicated.

WORK SCHEDULE

In this position, you are expected to work 191 days as an exempt employee, with 164 remaining between your employment commencement date and May 24, 2022 (see the attached reporting calendar). While it is anticipated that you will be employed in this position until May 24, 2022, this offer is for employment at-will, meaning either party may end the employment relationship at any time, for any reason or no reason at all.

PAYMENT

You will be paid an annual salary of \$54,600, prorated to reflect the above-mentioned remaining reporting days between your start date and reporting calendar end date. In accordance with its regular payroll schedule, AAJP will pay your salary in approximately equal installments twice per month over 24 pay periods annually.

All compensation provided to you by Athlos Academy of Jefferson Parish shall be subject to applicable payroll taxes and withholdings in accordance with federal, state and local law.

BENEFITS

You may be eligible for certain benefits provided by Athlos Academy of Jefferson Parish. Please consult the Benefits Summary for further information on contribution amounts and benefit design.

All employee wages and benefits are subject to periodic company review and are subject to change. Your employment with Athlos is at-will, meaning either party may end the employment relationship at any time with or without cause. Nothing in this offer, including the timing and method of your wage payments, nor anything else, shall have the effect of establishing an employment arrangement or contract between you and Athlos for a specific term. Similarly, nothing in this offer nor elsewhere other than in a writing signed by the principal shall establish any presumption of continuing employment. Athlos may require the signing of a confidentiality, non-Disclosure, and non-compete Agreement.



address: 979 Behrman Hwy. | Terrytown, LA | 70056
phone: (504) 290-2510 fax: (504) 290-2511
web: www.AthlosJP.org email: info@AthlosJP.org

This offer is contingent upon completing a background check, governing board approval, and verification of licensure (if necessary and applicable).

If you decide to accept the terms of this offer letter with Athlos Academy of Jefferson Parish, please sign below and provide this letter to hr@athlosjp.org no later than one week beyond the date noted at the top of this letter.

Sincerely,

Dr. Jordan Sanchez, Principal of Upper School
Cheryl Martin, Principal of Lower School

Keith Waymack 8-20-2021

Employee Signature

Date

[Signature]

Principal

8.20.21

Date

Years of Experience: 10

Highest Level of Education: Bachelor's Degree



address: 979 Behrman Hwy. | Terrytown, LA | 70056
phone: (504) 290-2510 fax: (504) 290-2511
web: www.AthlosJP.org email: info@AthlosJP.org

August 10, 2021

Dear Keven Smith,

We are pleased to offer you the position of Lunch Monitor with Athlos Academy of Jefferson Parish commencing on August 16, 2021, contingent upon the terms and conditions set forth in this offer letter. Please read this carefully. If you choose to accept employment with Athlos Academy of Jefferson Parish, sign where indicated.

WORK SCHEDULE

In this position, you are expected to work 177 days annually as a non-exempt employee, with 172 remaining between your employment commencement date and May 20, 2022 (see the attached reporting calendar). While it is anticipated that you will be employed in this position until May 20, 2022 this offer is for employment at-will, meaning either party may end the employment relationship at any time, for any reason or no reason at all. (There are 168 reporting days remaining from your start date.)

PAYMENT

You will be paid an hourly rate of \$10.00/hr. If you are asked to work beyond forty (40) hours per week, you will be provided overtime compensation as earned and allowable under state and federal law. In accordance with its regular payroll schedule, AAJP will pay your wages in approximately equal installments twice per month.

All compensation provided to you by Athlos Academy of Jefferson Parish shall be subject to applicable payroll taxes and withholdings in accordance with federal, state and local law.

All employee wages and benefits are subject to periodic company review and are subject to change. Your employment with Athlos is at-will, meaning either party may end the employment relationship at any time with or without cause. Nothing in this offer, including the timing and method of your wage payments, nor anything else, shall have the effect of establishing an employment arrangement or contract between you and Athlos for a specific term. Similarly, nothing in this offer nor elsewhere other than in a writing signed by the principal(s) shall establish any presumption of continuing employment. Athlos may require the signing of a confidentiality, non-disclosure and non-compete agreement.

This offer is contingent upon completing a background check, governing Board approval, and verification of licensure (if necessary and applicable).

If you decide to accept the terms of this offer letter with Athlos Academy of Jefferson Parish, please sign below and provide this letter to hr@athlosjp.org no later than one week beyond the date noted at the top of this letter.



Athlos Academy
JEFFERSON PARISH

address: 979 Behrman Hwy. | Terrytown, LA | 70056
phone: (504) 290-2510 fax: (504) 290-2511
web: www.AthlosJP.org email: info@AthlosJP.org

Sincerely,

Jordan Sanchez, Principal of Upper School
Cheryl Martin, Principal of Lower School

Keven Smith 8-16-2021
Employee Signature Date

[Signature] 8.17.2021
Executive Director Date

Years of Experience: 0
Highest Level of Education: Some College



address: 979 Behrman Hwy. | Terrytown, LA | 70056
phone: (504) 290-2510 fax: (504) 290-2511
web: www.AthlosJP.org email: info@AthlosJP.org

August 6, 2021

Dear Kristen SuhNie Gant,

We are pleased to offer you the position of Teacher with Athlos Academy of Jefferson Parish commencing on August 9, 2021, contingent upon the terms and conditions set forth in this offer letter. Please read this carefully. If you choose to accept employment with Athlos Academy of Jefferson Parish, sign where indicated.

WORK SCHEDULE

In this position, you are expected to work 191 days as an exempt employee, with 179 remaining between your employment commencement date and May 24, 2022 (see the attached reporting calendar). While it is anticipated that you will be employed in this position until May 24, 2022, this offer is for employment at-will, meaning either party may end the employment relationship at any time, for any reason or no reason at all.

PAYMENT

You will be paid an annual salary of \$39,375, prorated to reflect the above mentioned remaining reporting days between your start date and reporting calendar end date. In accordance with its regular payroll schedule, AAJP will pay your salary in approximately equal installments twice per month over 24 pay periods annually.

All compensation provided to you by Athlos Academy of Jefferson Parish shall be subject to applicable payroll taxes and withholdings in accordance with federal, state and local law.

BENEFITS

You may be eligible for certain benefits provided by Athlos Academy of Jefferson Parish. Please consult the Benefits Summary for further information on contribution amounts and benefit design.

All employee wages and benefits are subject to periodic company review and are subject to change. Your employment with Athlos is at-will, meaning either party may end the employment relationship at any time with or without cause. Nothing in this offer, including the timing and method of your wage payments, nor anything else, shall have the effect of establishing an employment arrangement or contract between you and Athlos for a specific term. Similarly, nothing in this offer nor elsewhere other than in a writing signed by the principal shall establish any presumption of continuing employment. Athlos may require the signing of a confidentiality, non-Disclosure, and non-compete Agreement.



address: 979 Behrman Hwy. | Terrytown, LA | 70056
phone: (504) 290-2510 fax: (504) 290-2511
web: www.AthlosJP.org email: info@AthlosJP.org

This offer is contingent upon completing a background check, governing board approval, and verification of licensure (if necessary and applicable).

If you decide to accept the terms of this offer letter with Athlos Academy of Jefferson Parish, please sign below and provide this letter to hr@athlosjp.org no later than one week beyond the date noted at the top of this letter.

Sincerely,

Dr. Jordan Sanchez, Principal of Upper School
Cheryl Martin, Principal of Lower School

A handwritten signature in blue ink, appearing to read 'Krista Dant', written over a horizontal line.

Employee Signature

A handwritten date '8/11/21' in blue ink, written over a horizontal line.

Date

A large, stylized handwritten signature in blue ink, written over a horizontal line.

Principal

A handwritten date '10 Aug 2021' in blue ink, written over a horizontal line.

Date

Years of Experience: 0

Highest Level of Education: Bachelor's Degree



address: 979 Behrman Hwy. | Terrytown, LA | 70056
phone: (504) 290-2510 fax: (504) 290-2511
web: www.AthlosJP.org email: info@AthlosJP.org

August 17, 2021

Dear Latiaya Henderson,

We are pleased to offer you the position of Teacher with Athlos Academy of Jefferson Parish commencing on August 23, 2021, contingent upon the terms and conditions set forth in this offer letter. Please read this carefully. If you choose to accept employment with Athlos Academy of Jefferson Parish, sign where indicated.

WORK SCHEDULE

In this position, you are expected to work 191 days as an exempt employee, with 169 remaining between your employment commencement date and May 24, 2022 (see the attached reporting calendar). While it is anticipated that you will be employed in this position until May 24, 2022, this offer is for employment at-will, meaning either party may end the employment relationship at any time, for any reason or no reason at all.

PAYMENT

You will be paid an annual salary of \$57,225, prorated to reflect the above-mentioned remaining reporting days between your start date and reporting calendar end date. In accordance with its regular payroll schedule, AAJP will pay your salary in approximately equal installments twice per month over 24 pay periods annually.

All compensation provided to you by Athlos Academy of Jefferson Parish shall be subject to applicable payroll taxes and withholdings in accordance with federal, state and local law.

BENEFITS

You may be eligible for certain benefits provided by Athlos Academy of Jefferson Parish. Please consult the Benefits Summary for further information on contribution amounts and benefit design.

All employee wages and benefits are subject to periodic company review and are subject to change. Your employment with Athlos is at-will, meaning either party may end the employment relationship at any time with or without cause. Nothing in this offer, including the timing and method of your wage payments, nor anything else, shall have the effect of establishing an employment arrangement or contract between you and Athlos for a specific term. Similarly, nothing in this offer nor elsewhere other than in a writing signed by the principal shall establish any presumption of continuing employment. Athlos may require the signing of a confidentiality, non-Disclosure, and non-compete Agreement.



Athlos Academy
JEFFERSON PARISH


address: 979 Behrman Hwy. | Terrytown, LA | 70056
phone: (504) 290-2510 fax: (504) 290-2511
web: www.AthlosJP.org email: info@AthlosJP.org

This offer is contingent upon completing a background check, governing board approval, and verification of licensure (if necessary and applicable).

If you decide to accept the terms of this offer letter with Athlos Academy of Jefferson Parish, please sign below and provide this letter to hr@athlosjp.org no later than one week beyond the date noted at the top of this letter.

Sincerely,

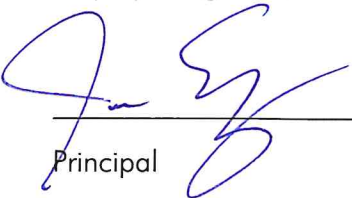
Dr. Jordan Sanchez, Principal of Upper School
Cheryl Martin, Principal of Lower School



Employee Signature

8/18/21

Date



Principal

8/18/2021

Date

Years of Experience: 15
Highest Level of Education: Bachelor's Degree



address: 979 Behrman Hwy. | Terrytown, LA | 70056
phone: (504) 290-2510 fax: (504) 290-2511
web: www.AthlosJP.org email: info@AthlosJP.org

August 5, 2021

Dear Laura Taylor,

We are pleased to offer you the position of Behavior Paraprofessional with Athlos Academy of Jefferson Parish commencing on August 9, 2021, contingent upon the terms and conditions set forth in this offer letter. Please read this carefully. If you choose to accept employment with Athlos Academy of Jefferson Parish, sign where indicated.

WORK SCHEDULE

In this position, you are expected to work 181 days as a non-exempt employee, with 175 days remaining between your employment commencement date and May 20, 2022 (see the attached reporting calendar). While it is anticipated that you will be employed in this position until May 20, 2022, this offer is for employment at-will, meaning either party may end the employment relationship at any time, for any reason or no reason at all.

PAYMENT

You will be paid an annual salary of \$23,875, prorated to reflect the number of reporting days served from your contract start date through the end date on the reporting calendar, and are classified as a salaried, non-exempt employee. In accordance with its regular payroll schedule, AAJP will pay your salary in approximately equal installments twice per month over 24 pay periods annually.

All compensation provided to you by Athlos Academy of Jefferson Parish shall be subject to applicable payroll taxes and withholdings in accordance with federal, state and local law.

BENEFITS

You may be eligible for certain benefits provided by Athlos Academy of Jefferson Parish. Please consult the Benefits Summary for further information on contribution amounts and benefit design.

All employee wages and benefits are subject to periodic company review and are subject to change. Your employment with Athlos is at-will, meaning either party may end the employment relationship at any time with or without cause. Nothing in this offer, including the timing and method of your wage payments, nor anything else, shall have the effect of establishing an employment arrangement or contract between you and Athlos for a specific term. Similarly, nothing in this offer nor elsewhere other than in a writing signed by the principal shall establish any presumption of continuing employment. Athlos may require the signing of a confidentiality, non-Disclosure, and non-compete Agreement.



Athlos Academy

JEFFERSON PARISH


address: 979 Behrman Hwy. | Terrytown, LA | 70056
phone: (504) 290-2510 fax: (504) 290-2511
web: www.AthlosJP.org email: info@AthlosJP.org


This offer is contingent upon completing a background check, governing board approval, and verification of licensure (if necessary and applicable).

If you decide to accept the terms of this offer letter with Athlos Academy of Jefferson Parish, please sign below and provide this letter to hr@athlosjp.org no later than one week beyond the date noted at the top of this letter.

Sincerely,

Dr. Jordan Sanchez, Principal of Upper School
Cheryl Martin, Principal of Lower School

 August 6, 2021
Employee Signature Date

 6 Aug 2021
Executive Director Date

Years of Experience: 5
Highest Level of Education: Some College



EMPLOYEE STATUS CHANGE

EMPLOYEE INFORMATION

Employee Name: Laura M. Taylor
 Date: August 6, 2021 Date Effective: _____

EMPLOYEE STATUS CHANGES

Change	Old Information	New Information
--------	-----------------	-----------------

Transfer: <input type="checkbox"/>	Title/Dept: _____	Title/Dept: _____
Promotion: <input type="checkbox"/>	Title/Dept: <u>lunch monitor</u>	Title/Dept: <u>Behavior Paraprofessionals</u>
Demotion: <input type="checkbox"/>	Title/Dept: _____	Title/Dept: _____
Title or Assignment: <input type="checkbox"/>	Title/Dept: _____	Title/Dept: _____
Shift (Hours): <input type="checkbox"/>	Shift (Hours): _____	Shift (Hours): _____

Address: Address: 1944 Charbonnet St Address: _____
 Pay Rate: Pay Rate: \$10.50 Pay Rate: \$23,875 Annual
 Status: Status: _____ Status: _____

Other Change Not Detailed: _____

Director's Signature: [Signature] Date: Aug 7 2021

Employee's Signature: [Signature] Date: August 6, 2021



address: 979 Behrman Hwy. | Terrytown, LA | 70056
 phone: (504) 290-2510 fax: (504) 290-2511
 web: www.AthlosJP.org email: info@AthlosJP.org

CHILD SPECIFIC PARAPROFESSIONAL STIPEND AGREEMENT

This "Child Specific Paraprofessional" AGREEMENT (the "**Agreement** ") is made and entered into effective the 29th of July, 2021 (the "**Effective Date** "), by and between Athlos Academy of Jefferson, ("**School** "), and Monica Pilkington, ("**Employee** "). The School and Employee are referred to collectively as the "**Parties** " and individually as a "**Party**."

AGREEMENT

NOW THEREFORE, in consideration of the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

1. **Term.** Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "**Contract Term** ") commencing on July 29th, 2021 and the Agreement shall terminate on May 27, 2022.
2. **Services to be Performed.** Employee shall perform that scope of services set forth, in Exhibit A (the "Services").
3. **Compensation.** In consideration of the Services rendered, Employee shall be paid an amount of \$2925. Two equal payments of \$1462.50 shall be paid, the first on 12/15/21, the second on 6/15/22, to be prorated to number of reporting days served, if applicable.
4. **Expenses.** Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with the prior written authorization from the School.
5. **Stipend Status.** Employee will be compensated for services rendered in a delegation of care capacity on a stipend basis that is separate from any and all other wages earned as an Athlos Academy of Jefferson Parish Employee.
6. **Indemnification.** Employee shall indemnify School, and hold each of its officers, directors, controlling persons, employees, and stakeholders (each, an "indemnified person"), against any loss, damage or other expense incurred by any of them as a result of Employee's performance of Employee's Services under this Agreement, or Employee's breach of this Agreement.
7. **Termination.** At any time, either Party may terminate this Agreement for any reason, with or without cause, by giving notice to the other Party. Employee shall return any School information, access, equipment and/or materials at the time of termination.
8. **Proprietary and Confidential Information.** In the event it becomes necessary for School to disclose certain confidential and proprietary information to Employee, Employee acknowledges that disclosure to a third party or misuse of this proprietary or confidential

information would irreparably harm School. Accordingly, Employee will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of School without School's prior written permission except to the extent necessary to perform services on School's behalf. Proprietary or confidential information includes:

- a. the written, printed, graphic, or electronically recorded materials furnished by School for Employee to use;
- b. any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that School makes reasonable efforts to maintain the secrecy of;
- c. business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information; and
- d. information belonging to customers and suppliers of Client about whom Employee gained knowledge as a result of Employee's services to Client;

Upon termination of Employee's services to School, or at School's request, Employee shall deliver to School all materials in Employee's possession relating to School's business. Employee acknowledges that any breach or threatened breach of this Agreement will result in irreparable harm to School for which damages would be an inadequate remedy. Therefore, School shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of this Agreement. Such equitable relief shall be in addition to School's rights and remedies otherwise available at law.

9. **Assignment.** Employee acknowledges and agrees that School has Monica Pilkington to perform the Services based on his or her specific skills or experience, and therefore, agree that the Employee will not assign or delegate this Agreement or any of the Services required hereunder without the prior written consent of School, which consent shall be granted or withheld in School's sole discretion.

10. **Miscellaneous**

- a. Notices. All notices or other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand or mailed, postage prepaid, by certified or registered mail, return receipt requested, and addressed to School at:

To School:
Athlos Academy of Jefferson
979 Behrman Hwy
Terrytown, LA 70056

To Employee:
Monica Pilkington

- b. Confidential. Employee agrees to treat this Agreement confidentially and shall not disclose any information contained herein, except as may be reasonably required under applicable law, charter school regulations, or in response to a court order or discovery request.

- c. Governing Law. The validity, interpretation, enforceability, and performance of this Agreement shall be governed by the laws of the State of Louisiana.
- d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.
- e. Severability. In the event any portion of this Agreement is declared invalid, the remaining portions of this Agreement shall survive and be enforceable.
- f. Cooperative Effort. The parties acknowledge that this Agreement is the result of a cooperative effort between them and their independent counsel, and that in the event of any dispute over the meaning or effect of any provision herein, the rule of interpretation of ambiguous terms against the drafting party shall have no application. The parties agree that this Agreement is to be construed simply and fairly and not for or against either of the parties hereto because that party or that party's legal representative drafted the Agreement.
- g. Waiver. The failure of either of the parties to this Agreement to insist on the strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of same or similar nature, nor shall it affect the parties' rights to claim strict performance of any other portions of this Agreement.
- h. Attorney Fees. If either Party brings a legal action to enforce its rights or remedies under this Agreement, the prevailing Party with respect to such action shall be entitled to recover reasonable costs and fees (including reasonable attorneys' fees) incurred with respect to the prosecution or defense of such enforcement action.
- i. Entire Agreement. The terms of this Agreement are intended by the Parties to be in the final expression of their agreement with respect to the retention of Employee by School and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement shall be interpreted as if mutually negotiated without reference to the rules of construction against the drafter.

The Parties have duly executed this Agreement voluntarily as of the date first written above:

SCHOOL:

Athlos Academy of Jefferson

By: 

Its: 

EMPLOYEE:

MONICA PILKINGTON

Signature: 

Name: 

Exhibit A Scope of Services

Services performed by the Child Specific Paraprofessional, beyond the duties in the special education paraprofessional job description, during this contract period should include:

- Staff will be trained on and execute daily feedings through feeding tube.
- Staff will clean and sanitize feeding tube after each feeding.
- Staff will be responsible for monitoring student at all times throughout the day.
- Staff will assist student with using eye-gaze communication device to express his needs.
- Staff will work with classroom teacher on academic, social, and self-help goals as stated on student's IEP.
- Staff will ensure student's diaper is monitored and changed throughout the day, using best practices regarding safety and cleanliness.
- Staff will accompany student on and off of special transportation daily.
- Staff will collaborate with school translator to maintain open communication with the parent daily.
- Staff will seek out trainings and professional development opportunities related to students diagnosed with Cerebral Palsy.



address: 979 Behrman Hwy. | Terrytown, LA | 70056
phone: (504) 290-2510 fax: (504) 290-2511
web: www.AthlosJP.org email: info@AthlosJP.org

August 13, 2021

Dear Tanya Jones,

We are pleased to offer you the position of Custodian with Athlos Academy of Jefferson Parish commencing on August 11, 2021, contingent upon the terms and conditions set forth in this offer letter. Please read this carefully. If you choose to accept employment with Athlos Academy of Jefferson Parish, sign where indicated.

WORK SCHEDULE

In this position, you are expected to work 238 days as a non-exempt employee, with 212 remaining between your employment commencement date and June 30, 2022 (see the attached reporting calendar). While it is anticipated that you will be employed in this position until June 30, 2022, this offer is for employment at-will, meaning either party may end the employment relationship at any time, for any reason or no reason at all.

PAYMENT

You will be paid an annual salary of \$22,437.45, prorated to \$19,986.30, which reflects the above-mentioned remaining reporting days between your start date and reporting calendar end date. You are considered a salaried, non-exempt employee. In accordance with its regular payroll schedule, AAJP will pay your salary in approximately equal installments twice per month over 24 pay periods annually.

All compensation provided to you by Athlos Academy of Jefferson Parish shall be subject to applicable payroll taxes and withholdings in accordance with federal, state and local law.

BENEFITS

You may be eligible for certain benefits provided by Athlos Academy of Jefferson Parish. Please consult the Benefits Summary for further information on contribution amounts and benefit design.

All employee wages and benefits are subject to periodic company review and are subject to change. Your employment with Athlos is at-will, meaning either party may end the employment relationship at any time with or without cause. Nothing in this offer, including the timing and method of your wage payments, nor anything else, shall have the effect of establishing an employment arrangement or contract between you and Athlos for a specific term. Similarly, nothing in this offer nor elsewhere other than in a writing signed by the principal shall establish any presumption of continuing employment. Athlos may require the signing of a confidentiality, non-Disclosure, and non-compete Agreement.



address: 979 Behrman Hwy. | Terrytown, LA | 70056
phone: (504) 290-2510 fax: (504) 290-2511
web: www.AthlosJP.org email: info@AthlosJP.org

This offer is contingent upon completing a background check, governing board approval, and verification of licensure (if necessary and applicable).

If you decide to accept the terms of this offer letter with Athlos Academy of Jefferson Parish, please sign below and provide this letter to hr@athlosjp.org no later than one week beyond the date noted at the top of this letter.

Sincerely,

Dr. Jordan Sanchez, Principal of Upper School
Cheryl Martin, Principal of Lower School

Janya M. Jones August 20, 2021
Employee Signature Date

[Signature] 20 Aug 2021
Principal Date



address: 979 Behrman Hwy. | Terrytown, LA | 70056
phone: (504) 290-2510 fax: (504) 290-2511
web: www.AthlosJP.org email: info@AthlosJP.org

MAINTENANCE TEAM LEAD STIPEND AGREEMENT

This "Maintenance Team Lead" AGREEMENT (the "**Agreement** ") is made and entered into effective the 9th of August, 2021 (the "**Effective Date** "), by and between Athlos Academy of Jefferson, ("**School** "), and Tanya Jones, ("**Employee** "). The School and Employee are referred to collectively as the "**Parties** " and individually as a "**Party**."

AGREEMENT

NOW THEREFORE, in consideration of the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

1. **Term.** Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "**Contract Term** ") commencing on August 9th, 2021 and the Agreement shall terminate on June 30, 2021.
2. **Services to be Performed.** Employee shall perform that scope of services set forth, in Exhibit A (the "Services").
3. **Compensation.** In consideration of the Services rendered, Employee shall be paid an amount of \$980. Two equal payments of \$490 shall be paid, the first on 12/15/21, the second on 6/15/22, to be prorated to number of reporting days served, if applicable.
4. **Expenses.** Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with the prior written authorization from the School.
5. **Stipend Status.** Employee will be compensated for services rendered in a delegation of care capacity on a stipend basis that is separate from any and all other wages earned as an Athlos Academy of Jefferson Parish Employee.
6. **Indemnification.** Employee shall indemnify School, and hold each of its officers, directors, controlling persons, employees, and stakeholders (each, an "indemnified person"), against any loss, damage or other expense incurred by any of them as a result of Employee's performance of Employee's Services under this Agreement, or Employee's breach of this Agreement.
7. **Termination.** At any time, either Party may terminate this Agreement for any reason, with or without cause, by giving notice to the other Party. Employee shall return any School information, access, equipment and/or materials at the time of termination.
8. **Proprietary and Confidential Information.** In the event it becomes necessary for School to disclose certain confidential and proprietary information to Employee, Employee acknowledges that disclosure to a third party or misuse of this proprietary or confidential

information would irreparably harm School. Accordingly, Employee will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of School without School's prior written permission except to the extent necessary to perform services on School's behalf. Proprietary or confidential information includes:

- a. the written, printed, graphic, or electronically recorded materials furnished by School for Employee to use;
- b. any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that School makes reasonable efforts to maintain the secrecy of;
- c. business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information; and
- d. information belonging to customers and suppliers of Client about whom Employee gained knowledge as a result of Employee's services to Client;

Upon termination of Employee's services to School, or at School's request, Employee shall deliver to School all materials in Employee's possession relating to School's business. Employee acknowledges that any breach or threatened breach of this Agreement will result in irreparable harm to School for which damages would be an inadequate remedy. Therefore, School shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of this Agreement. Such equitable relief shall be in addition to School's rights and remedies otherwise available at law.

9. **Assignment.** Employee acknowledges and agrees that School has Tanya Jones to perform the Services based on his or her specific skills or experience, and therefore, agree that the Employee will not assign or delegate this Agreement or any of the Services required hereunder without the prior written consent of School, which consent shall be granted or withheld in School's sole discretion.

10. **Miscellaneous**

- a. Notices. All notices or other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand or mailed, postage prepaid, by certified or registered mail, return receipt requested, and addressed to School at:

To School:
Athlos Academy of Jefferson
979 Behrman Hwy
Terrytown, LA 70056

To Employee:
Tanya Jones

- b. Confidential. Employee agrees to treat this Agreement confidentially and shall not disclose any information contained herein, except as may be reasonably required under applicable law, charter school regulations, or in response to a court order or discovery request.

- c. Governing Law. The validity, interpretation, enforceability, and performance of this Agreement shall be governed by the laws of the State of Louisiana.
- d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.
- e. Severability. In the event any portion of this Agreement is declared invalid, the remaining portions of this Agreement shall survive and be enforceable.
- f. Cooperative Effort. The parties acknowledge that this Agreement is the result of a cooperative effort between them and their independent counsel, and that in the event of any dispute over the meaning or effect of any provision herein, the rule of interpretation of ambiguous terms against the drafting party shall have no application. The parties agree that this Agreement is to be construed simply and fairly and not for or against either of the parties hereto because that party or that party's legal representative drafted the Agreement.
- g. Waiver. The failure of either of the parties to this Agreement to insist on the strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of same or similar nature, nor shall it affect the parties' rights to claim strict performance of any other portions of this Agreement.
- h. Attorney Fees. If either Party brings a legal action to enforce its rights or remedies under this Agreement, the prevailing Party with respect to such action shall be entitled to recover reasonable costs and fees (including reasonable attorneys' fees) incurred with respect to the prosecution or defense of such enforcement action.
- i. Entire Agreement. The terms of this Agreement are intended by the Parties to be in the final expression of their agreement with respect to the retention of Employee by School and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement shall be interpreted as if mutually negotiated without reference to the rules of construction against the drafter.

The Parties have duly executed this Agreement voluntarily as of the date first written above:

SCHOOL:

Athlos Academy of Jefferson

By: _____

Its: _____

EMPLOYEE:

TANYA JONES

Signature: _____

Name: _____

Exhibit A
Scope of Services

Services performed by the Maintenance Team Lead in addition to details of job description during this contract period should include:

- Make sure that the right chemical is use for cleaning and disinfectant.
- Lead person and his/her team will do extra duties doing holiday break.
- He/ She will be the lead person when supervisor is out.
- Train employees coordinate safety meetings
- Making sure projects and other tasks are met by deadline
- Keep track and logs of workers, materials, and inventory
- Address minor issues with team members
- Assist maintenance director with vendors as needed.
- Provide guidance, support, and motivation to their staff
- Encouraging the team to work together to benefit the company
- Organize and plan team meeting.



address: 979 Behrman Hwy. | Terrytown, LA | 70056
phone: (504) 290-2510 fax: (504) 290-2511
web: www.AthlosJP.org email: info@AthlosJP.org

August 12, 2021

Dear Terrinika Walker,

We are pleased to offer you the position of Paraprofessional with Athlos Academy of Jefferson Parish commencing on August 16, 2021, contingent upon the terms and conditions set forth in this offer letter. Please read this carefully. If you choose to accept employment with Athlos Academy of Jefferson Parish, sign where indicated.

WORK SCHEDULE

In this position, you are expected to work 181 days as a non-exempt salaried employee, with 169 days remaining between your employment commencement date and May 20, 2022 (see the attached reporting calendar). While it is anticipated that you will be employed in this position until May 20, 2022, this offer is for employment at-will, meaning either party may end the employment relationship at any time, for any reason or no reason at all.

PAYMENT

You will be paid an annual salary of \$19,715, prorated to reflect the number of reporting days served from your contract start date through the end date on the reporting calendar, and are classified as a salaried, non-exempt employee. In accordance with its regular payroll schedule, AAJP will pay your salary in approximately equal installments twice per month over 24 pay periods annually.

All compensation provided to you by Athlos Academy of Jefferson Parish shall be subject to applicable payroll taxes and withholdings in accordance with federal, state and local law.

BENEFITS

You may be eligible for certain benefits provided by Athlos Academy of Jefferson Parish. Please consult the Benefits Summary for further information on contribution amounts and benefit design.

All employee wages and benefits are subject to periodic company review and are subject to change. Your employment with Athlos is at-will, meaning either party may end the employment relationship at any time with or without cause. Nothing in this offer, including the timing and method of your wage payments, nor anything else, shall have the effect of establishing an employment arrangement or contract between you and Athlos for a specific term. Similarly, nothing in this offer nor elsewhere other than in a writing signed by the principal shall establish any presumption of continuing employment. Athlos may require the signing of a confidentiality, non-Disclosure, and non-compete Agreement.



address: 979 Behrman Hwy. | Terrytown, LA | 70056
phone: (504) 290-2510 fax: (504) 290-2511
web: www.AthlosJP.org email: info@AthlosJP.org

This offer is contingent upon completing a background check, governing board approval, and verification of licensure (if necessary and applicable).


If you decide to accept the terms of this offer letter with Athlos Academy of Jefferson Parish, please sign below and provide this letter to hr@athlosip.org no later than one week beyond the date noted at the top of this letter.

Sincerely,

Dr. Jordan Sanchez, Principal of Upper School
Cheryl Martin, Principal of Lower School

Terrinika walker 08/12/21

Employee Signature Date

 8/17/21

Executive Director Date

Years of Experience: 0
Highest Level of Education: High School



Athlos Academy
JEFFERSON PARISH

address: 979 Behrman Hwy. | Terrytown, LA | 70056
phone: (504) 290-2510 fax: (504) 290-2511
web: www.AthlosJP.org email: info@AthlosJP.org

August 5, 2021

Dear Towanka Franklin,

We are pleased to offer you the position of Behavior Paraprofessional with Athlos Academy of Jefferson Parish commencing on August 9, 2021, contingent upon the terms and conditions set forth in this offer letter. Please read this carefully. If you choose to accept employment with Athlos Academy of Jefferson Parish, sign where indicated.

WORK SCHEDULE

In this position, you are expected to work 181 days as a non-exempt employee, with 175 days remaining between your employment commencement date and May 20, 2022 (see the attached reporting calendar). While it is anticipated that you will be employed in this position until May 20, 2022, this offer is for employment at-will, meaning either party may end the employment relationship at any time, for any reason or no reason at all.

PAYMENT

You will be paid an annual salary of \$21,500, prorated to reflect the number of reporting days served from your contract start date through the end date on the reporting calendar, and are classified as a salaried, non-exempt employee. In accordance with its regular payroll schedule, AAJP will pay your salary in approximately equal installments twice per month over 24 pay periods annually.

All compensation provided to you by Athlos Academy of Jefferson Parish shall be subject to applicable payroll taxes and withholdings in accordance with federal, state and local law.

BENEFITS

You may be eligible for certain benefits provided by Athlos Academy of Jefferson Parish. Please consult the Benefits Summary for further information on contribution amounts and benefit design.

All employee wages and benefits are subject to periodic company review and are subject to change. Your employment with Athlos is at-will, meaning either party may end the employment relationship at any time with or without cause. Nothing in this offer, including the timing and method of your wage payments, nor anything else, shall have the effect of establishing an employment arrangement or contract between you and Athlos for a specific term. Similarly, nothing in this offer nor elsewhere other than in a writing signed by the principal shall establish any presumption of continuing employment. Athlos may require the signing of a confidentiality, non-Disclosure, and non-compete Agreement.



Athlos Academy

JEFFERSON PARISH

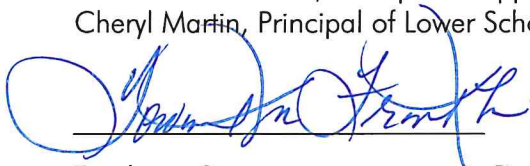
address: 979 Behrman Hwy. | Terrytown, LA | 70056
phone: (504) 290-2510 fax: (504) 290-2511
web: www.AthlosJP.org email: info@AthlosJP.org


This offer is contingent upon completing a background check, governing board approval, and verification of licensure (if necessary and applicable).

If you decide to accept the terms of this offer letter with Athlos Academy of Jefferson Parish, please sign below and provide this letter to hr@athlosjp.org no later than one week beyond the date noted at the top of this letter.

Sincerely,

Dr. Jordan Sanchez, Principal of Upper School
Cheryl Martin, Principal of Lower School

 8/12/21
Employee Signature Date

 12 Aug 2021
Executive Director Date

Years of Experience: 0

Highest Level of Education: Some College



Athlos Academy
JEFFERSON PARISH

address: 979 Behrman Hwy. | Terrytown, LA | 70056
phone: (504) 290-2510 fax: (504) 290-2511
web: www.AthlosJP.org email: info@AthlosJP.org

August 4, 2021

Dear Whitney Darensburg,

We are pleased to offer you the position of Teacher with Athlos Academy of Jefferson Parish commencing on August 9, 2021, contingent upon the terms and conditions set forth in this offer letter. Please read this carefully. If you choose to accept employment with Athlos Academy of Jefferson Parish, sign where indicated.

WORK SCHEDULE

In this position, you are expected to work 191 days as an exempt employee, with 179 remaining between your employment commencement date and May 24, 2022 (see the attached reporting calendar). While it is anticipated that you will be employed in this position until May 24, 2022, this offer is for employment at-will, meaning either party may end the employment relationship at any time, for any reason or no reason at all.

PAYMENT

You will be paid an annual salary of \$51,450, prorated to reflect the above mentioned remaining reporting days between your start date and reporting calendar end date. In accordance with its regular payroll schedule, AAJP will pay your salary in approximately equal installments twice per month over 24 pay periods annually.

All compensation provided to you by Athlos Academy of Jefferson Parish shall be subject to applicable payroll taxes and withholdings in accordance with federal, state and local law.

BENEFITS

You may be eligible for certain benefits provided by Athlos Academy of Jefferson Parish. Please consult the Benefits Summary for further information on contribution amounts and benefit design.

All employee wages and benefits are subject to periodic company review and are subject to change. Your employment with Athlos is at-will, meaning either party may end the employment relationship at any time with or without cause. Nothing in this offer, including the timing and method of your wage payments, nor anything else, shall have the effect of establishing an employment arrangement or contract between you and Athlos for a specific term. Similarly, nothing in this offer nor elsewhere other than in a writing signed by the principal shall establish any presumption of continuing employment. Athlos may require the signing of a confidentiality, non-Disclosure, and non-compete Agreement.



Athlos Academy
JEFFERSON PARISH

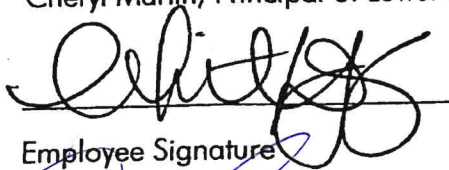
address: 979 Behrman Hwy. | Terrytown, LA | 70056
phone: (504) 290-2510 fax: (504) 290-2511
web: www.AthlosJP.org email: info@AthlosJP.org

This offer is contingent upon completing a background check, governing board approval, and verification of licensure (if necessary and applicable).

If you decide to accept the terms of this offer letter with Athlos Academy of Jefferson Parish, please sign below and provide this letter to hr@athlosjp.org no later than one week beyond the date noted at the top of this letter.

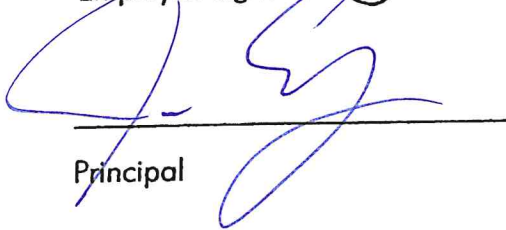
Sincerely,

Dr. Jordan Sanchez, Principal of Upper School
Cheryl Martin, Principal of Lower School



Employee Signature

8/5/2021
Date



Principal

8/6/2021
Date

Years of Experience: 3
Highest Level of Education: Master's Degree

Cover Sheet

Superintendent's Report

Section: IV. Administrative Reports
Item: A. Superintendent's Report
Purpose: FYI
Submitted by:
Related Material: AAJP Board Meeting - Superintendent Report - 9.15.21.pdf



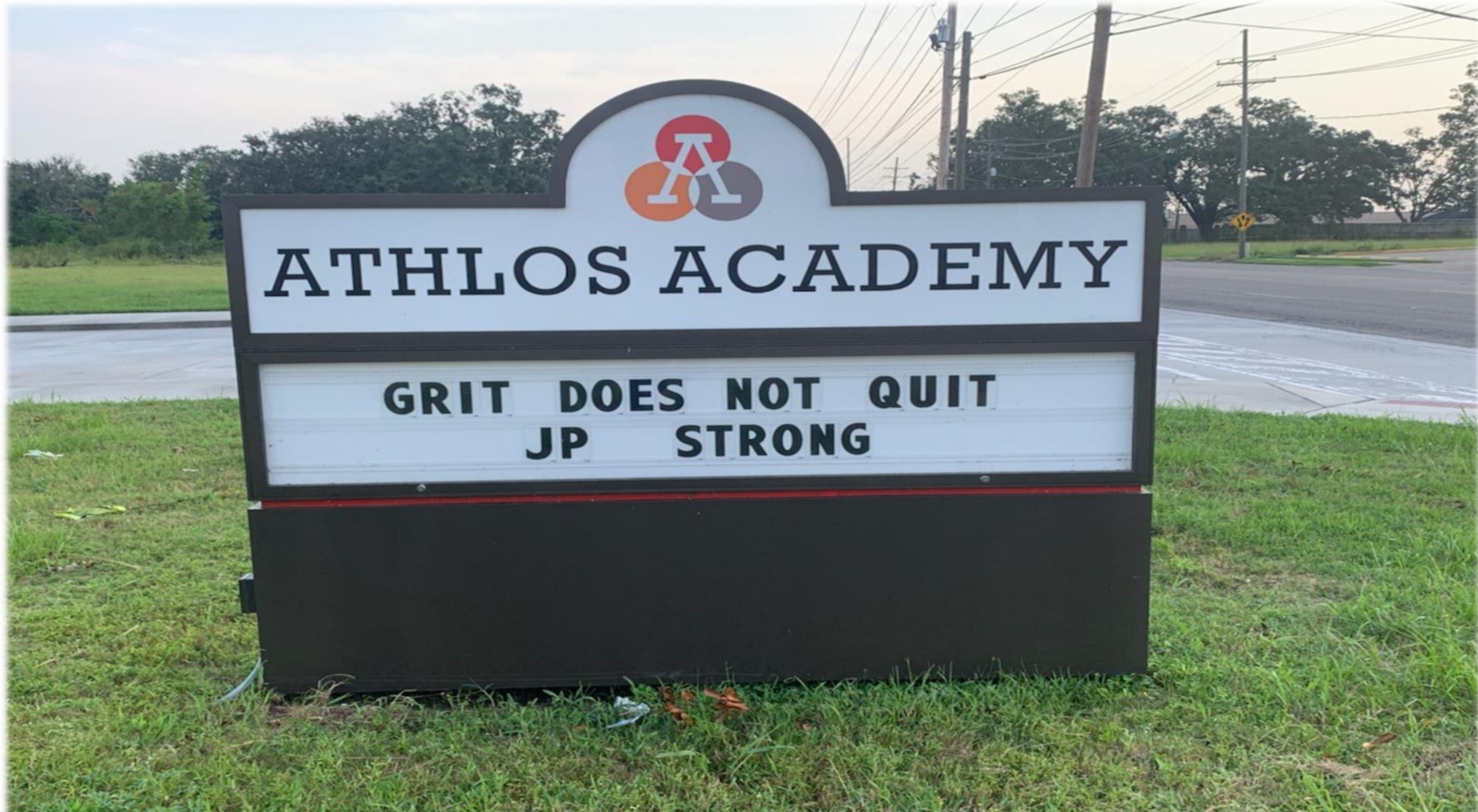
Superintendent Report

September 15th

SY 2021-22



Athlos Academy
JEFFERSON PARISH





Roof Damage



Ceiling Damage



Floor and Ceiling Damage/Mold



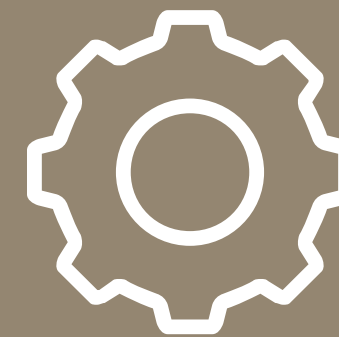
Decisions Made Prior to Board Meeting



Temporary
Repairs



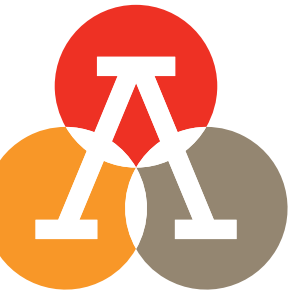
Staff/ Family
Surveys



Calamity/
Disaster Pay



Distance
Learning Plan



FEMA

FEMA FUNDING ASSISTANCE

- Eligible for a Public Assistance Grant
- Qualify for funding assistance for debris removal, emergency protective measures, building and contents
- Supplemental to insurance
- 75% cost share

TIMELINE

- Must request public assistance by Sept. 26, 2021
- Emergency work must be completed within 6 months
- Permanent work must be completed within 18 months

STATUS AND NEXT STEPS

- Requests for public assistance have been submitted to FEMA Grants Portal and Louisiana GOHSEP
- Collect bid proposals and supporting documentation
- Meet with FEMA to review documentation



LDOE Guidance

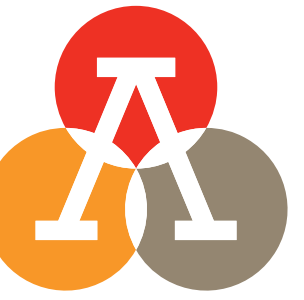
September 8, 2021



LDOE Guidance



- Do not exit students prior to 10/1
- 10/1 count of students will likely happen mid-November
- Must enroll displaced students immediately
- Schools may enroll over the 120% threshold

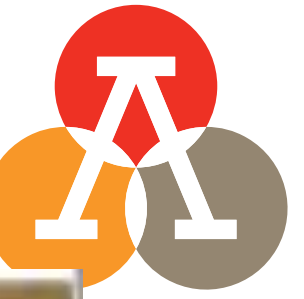


LDOE Guidance

Enrolling Students Outside of Application Period

In the event of a federally declared disaster, such as Hurricane Ida, a charter school may accept applications outside of the designated student application period.

The charter school may enroll displaced students on a first-come, first-served basis until the enrollment capacity is reached (*120% of the enrollment authorized on your most recent charter operating agreement*).



LDOE Guidance

Waivers and Emergency Rules

Instructional Minutes Waiver Request

As set forth in law, (R.S. 17:154.1) the required minimum number of instructional minutes cannot be waived by the state superintendent or BESE except in two specific circumstances:

1. A school system is not able to meet the required instructional minutes due to school closure occurring *within the last 30 days of school* when the reason for such closure is a natural catastrophe or disaster.
2. A school cannot meet such instructional minutes because the school temporarily shared facilities with another school due to damages caused by a natural disaster or emergency that was declared by the governor pursuant to *Revised Statute 29:724*, certified by the state superintendent of education, and approved by BESE.

The first exception (disaster within the last 30 days of school) does not apply.

Reopening Action Plan

https://docs.google.com/document/d/1nc5x7td0Z1GX_QwdPj7sUplxxnbBmRIQOje8tCBEAVc/edit?usp=sharing





Actions in Action

AAJP Reopening Planning Document			
PLEASE COMPLETE YOUR DEPARTMENT/TASKS BY 2 pm 9/9/21			
Action Number	To Do	Whom/Accountability	Completed By
1	Review Survey Data for needs assessment 1) Action 17.1 2) Action 10.1 3) Action 10.2 4) All Leadership meeting 5) Finish Reopening Document	1) (list) Kyle, (contact) E. Collins-Clark 2) E. Collins-Clark 3) Dean with Paraprofessional Support 4) Cheryl/Jordan	1) 9/10/21 2) 9/10/21 3) 9/22/21 4) 9/10/21 @ 9am 5) 9/9/21
2	Create Plan for tech distribution 1. Survey of Needs - Families 2. Survey of Needs - Staff 3. Hours 4. Staffing 5. Cooling Station (dependent on temps/power) 6. Commitment form for Tech 7. Use of bus company for distribution	1) Heather 2) Heather 3) Admin/Maria 4) Admin/Maria 5) TBD 6) Maria 7) Nikisha	1) 9/10/21 2) 9/10/21 3) 9/13/21 4) 9/13/21 5) TBD 6) 9/13/21 + On going 7) 9/14/21 + On going
3	Instructional Leadership Collaboration 1) Review Survey Data to ground why DL 2) Review of COVID Distance	1) ILT	Meeting 9/10/21 @10:30-2p 1) 9/10/21 2) 9.10/21 3) 9/13/21



AAJP 2021

Distance Learning Plan



Athlos Academy
JEFFERSON PARISH



Rationale

Results from Family Needs Survey

Families with Access to Internet

77%

Families in need of Technology

66%

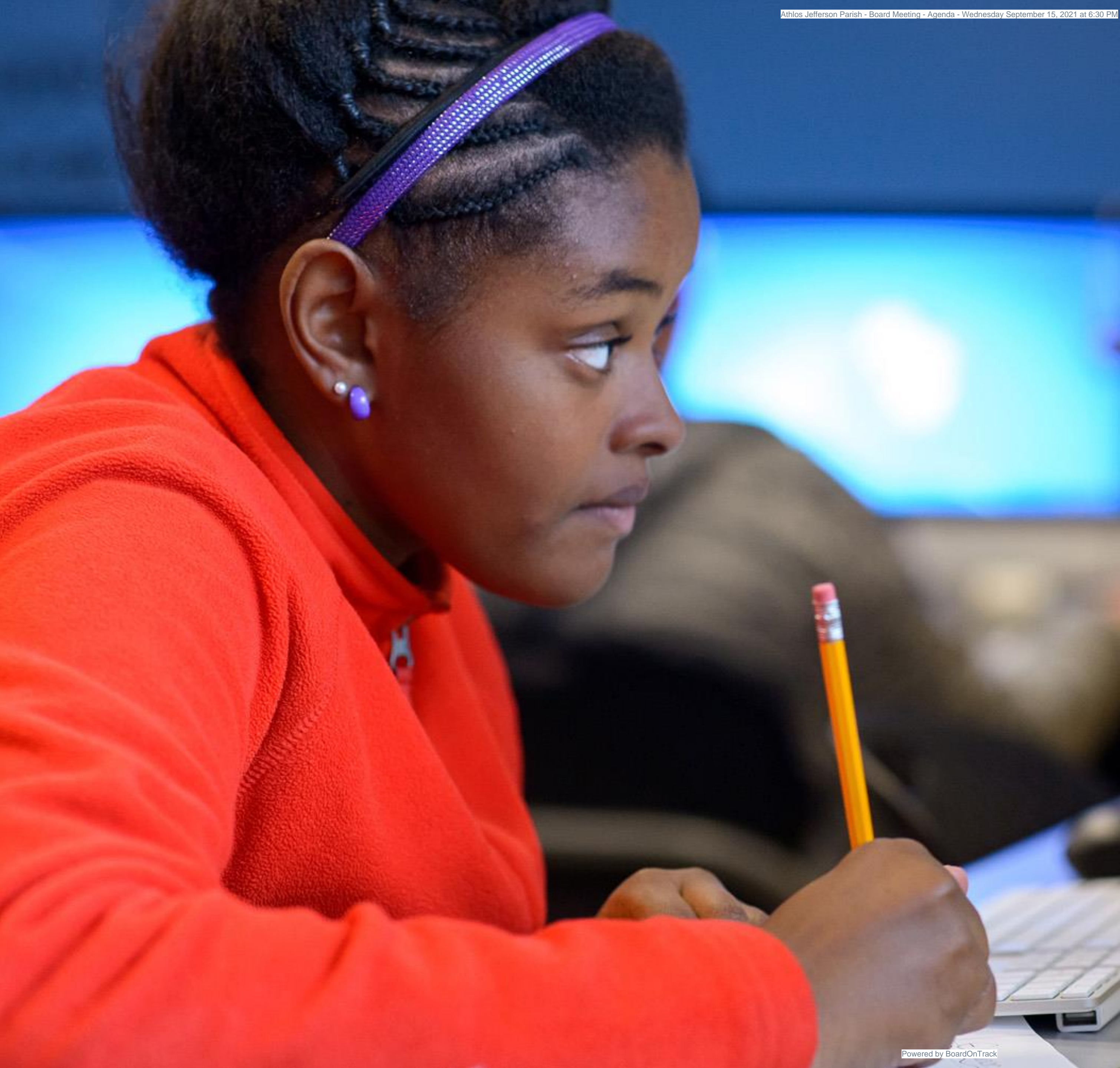
Families with Access to Transportation

85%



Projected Timeline

- 9/14/21-9/17/21** Staff Welcome Back and Professional Development
- 9/16/21-9/17/21** Tech Distribution
- 9/16/21** Virtual Townhall Meeting
- 9/20/21** Virtual Instruction begins
- 10/01/21** Anticipated final day of Virtual Instruction



How will we
honor our
Three
Pillars?

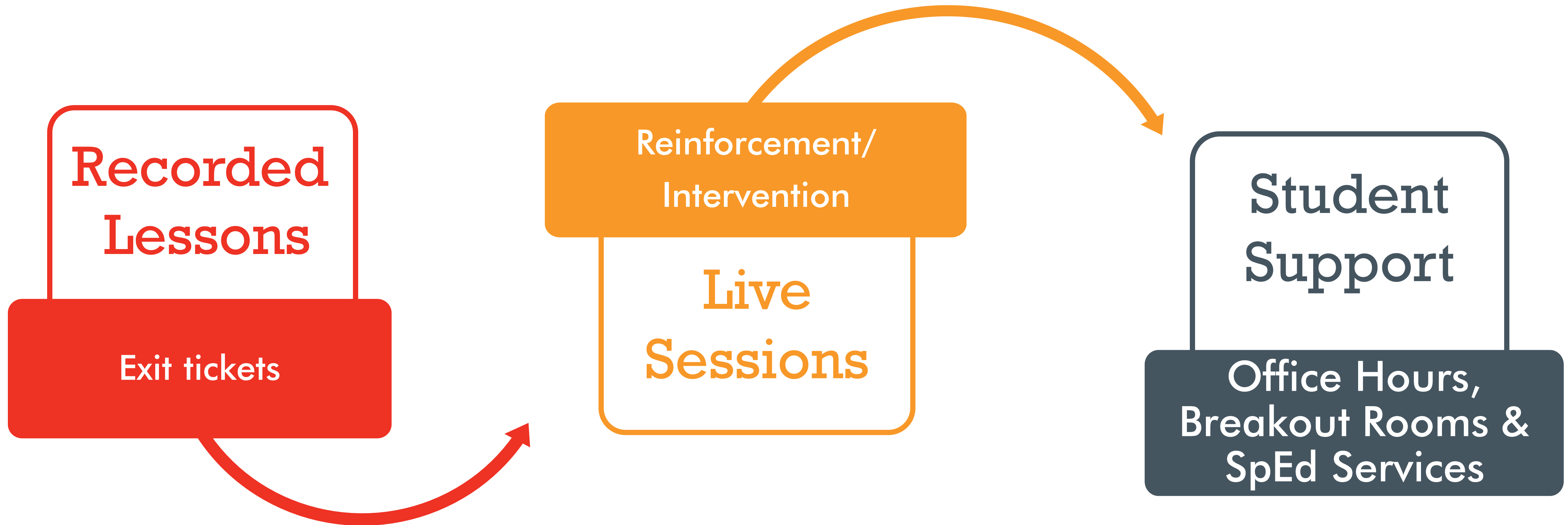


Daily Schedules & Curriculums

- ✓ Our core curriculum programs provide a digital component
- ✓ Teachers will be expected to conduct huddles during live sessions
- ✓ Movement breaks will be embedded into schedules
- ✓ ATM and enrichment teachers will also provide interactive video lessons



Distance Learning Plan



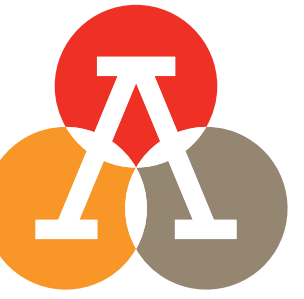


Schedule

Monday, Wednesday, & Friday students will view interactive recorded lessons.

Tuesday & Thursday students will participate in live lessons facilitated by the teacher.





Questions?



Hurricane Assistance Proposal

Assisting Staff



Athlos Academy
JEFFERSON PARISH



Rationale

Results from
Staff Needs Survey

**Staff with Access
to Internet**

71%

**Staff with Property
Damage**

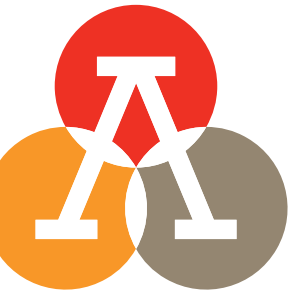
27%

**Assistance Spread
Evenly Across Staff**

71%

# staff	132
\$300 per	\$ 39,600
\$500 per	\$ 66,000





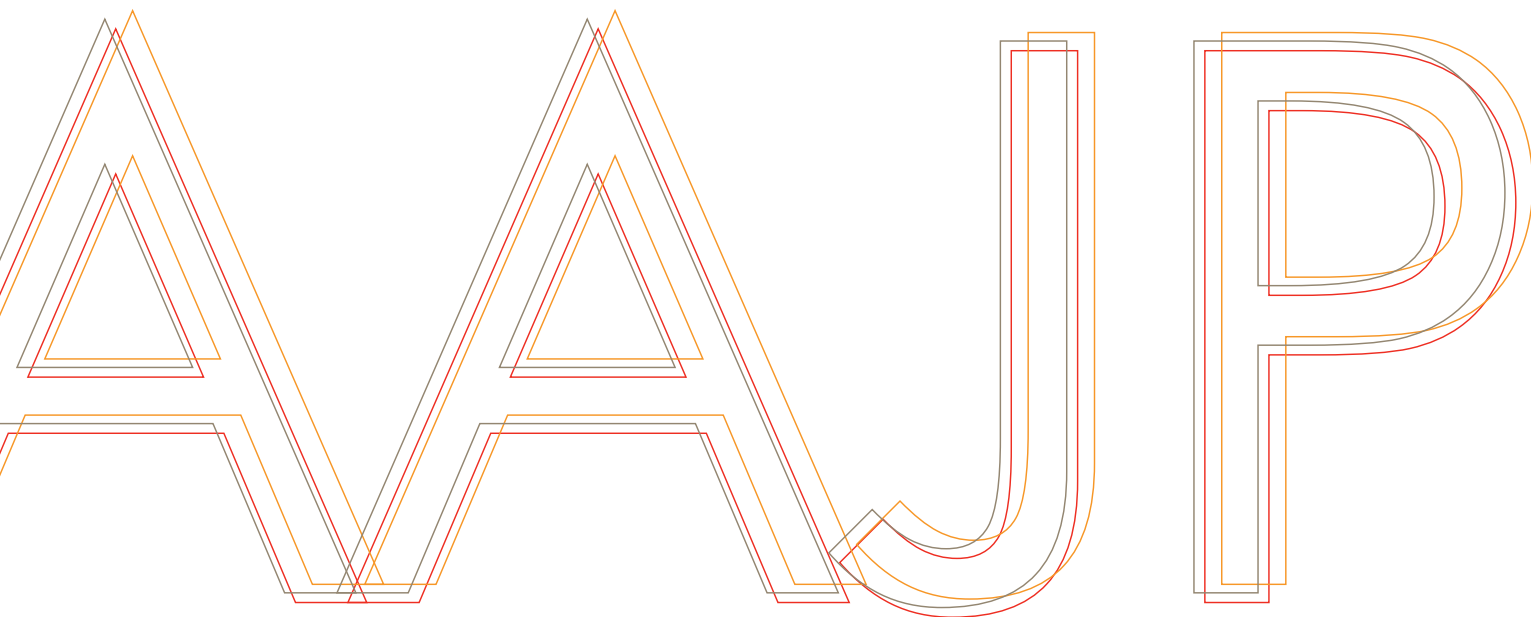
Questions?

Cover Sheet

Finance Report

Section: IV. Administrative Reports
Item: B. Finance Report
Purpose: FYI
Submitted by:
Related Material: AAJP_Monthly_Financials_-_June_2021.pdf
AAJP_Check_Register_-_June_2021.pdf

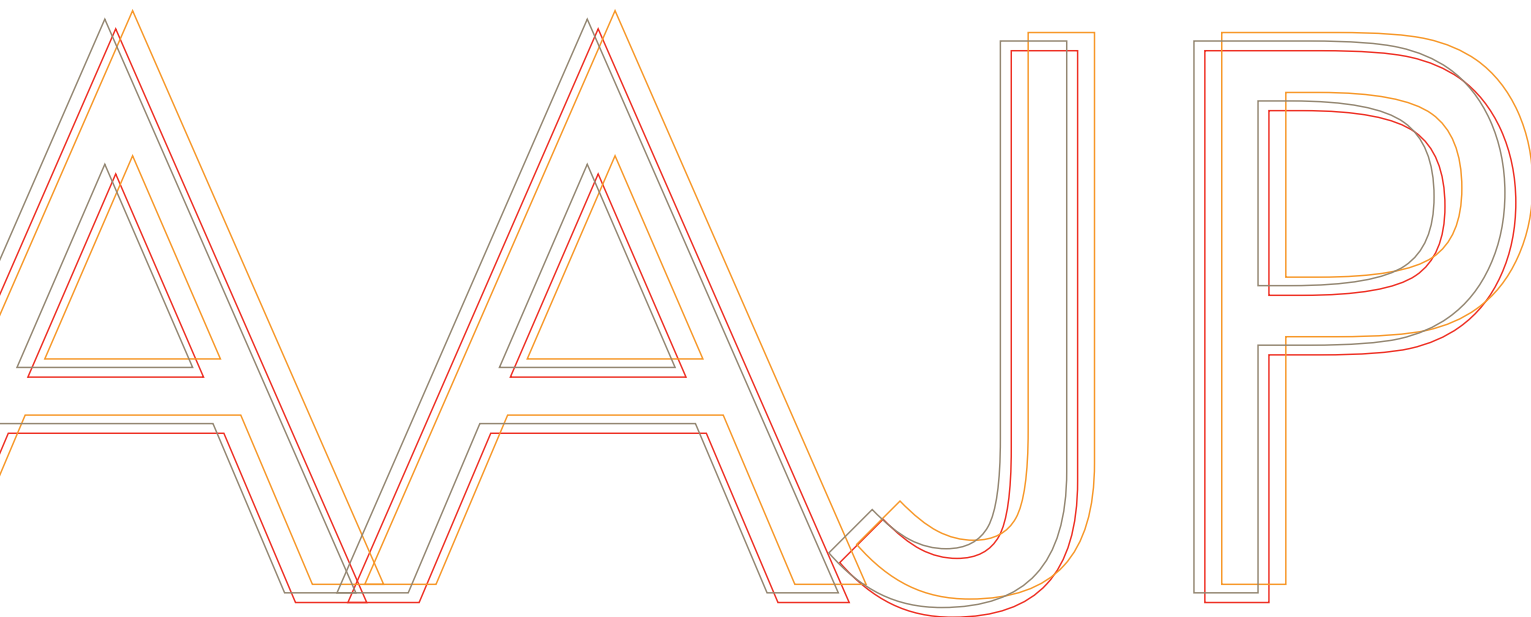
June 2021 Check Register



PAYEE	CONFIRMATION NUMBER	AMOUNT	DATE	PAYMENT METHOD
Cintas (Floor Mat Service)	516	\$988.46	6/7/2021	Electronic
Officer Daniel Theriot	517	\$2,220.00	6/9/2021	Check
Officer Dwain Rullman	518	\$2,520.00	6/9/2021	Check
Officer Timothy Ancalde	519	\$720.00	6/9/2021	Check
Harris	520	\$1.25	6/9/2021	Check
Consuella Eugene	521	\$101.73	6/10/2021	Check
Danadrewnetta Wooden	522	\$22.93	6/10/2021	Check
Entergy	523	\$12,471.60	6/8/2021	Electronic
Mid City Power Wash	524	\$2,500.00	6/10/2021	Check
A&L Sales	525	\$3,311.89	6/10/2021	Check
HWire	526	\$1,680.00	6/10/2021	Check
Atmos	527	\$448.56	6/8/2021	Electronic
Republic	528	\$166.33	6/8/2021	Electronic
Jefferson Water	529	\$677.22	6/8/2021	Electronic
Community Coffee	530	\$237.99	6/8/2021	Electronic
Officer C. Doiron	531	\$1,020.00	6/10/2021	Check
Officer Landry	532	\$2,640.00	6/10/2021	Check
A-1 Mobile Shredding	533	\$45.00	6/10/2021	Check
Officer Brian Donegan	534	\$180.00	6/10/2021	Check
Officer Ashley Theriot	535	\$720.00	6/10/2021	Check
Officer Allen martin	536	\$120.00	6/10/2021	Check
Sherwin-Williams	539	\$1,109.38	6/24/2021	Electronic
Lischa Henderson-Eaglin	540	\$15.00	6/24/2021	Check
Kyocera	541	\$1,458.20	6/25/2021	Check
Cox	542	\$2,450.00	6/24/2021	Electronic
Cintas (AED)	543	\$432.50	6/24/2021	Check
Harris	544	\$1.25	6/24/2021	Check
Garden Doctors	545	\$850.00	6/24/2021	Check
United Security	546	\$816.78	6/24/2021	Check
Atmos	547	\$351.06	6/24/2021	Electronic
Home Depot Credit Services	548	\$96.97	6/24/2021	Check
ADS Systems, LLC	549	\$4,056.00	6/24/2021	Check
Flying Locksmiths	550	\$120.00	6/24/2021	Check
TLC	1251402	\$27,947.25	6/4/2021	ACH
Fresh Food Factor	1251409	\$54,399.58	6/4/2021	ACH
The McEnery Company	1253253	\$4,125.00	6/7/2021	ACH
School Model Support	1253215	\$143,086.89	6/8/2021	ACH
RJ Jefferson Parish	1253221	\$160,105.80	6/8/2021	ACH
Transline Louisiana	1253230	\$65,700.00	6/8/2021	ACH
Transcendent	1270928	\$1,015.00	6/21/2021	ACH
TLC	1270930	\$20,755.00	6/21/2021	ACH
Amazon	1270939	\$1,338.65	6/21/2021	ACH
School Model Support	1270943	\$151,821.58	6/21/2021	ACH
Bernhard MCC	1270945	\$11,499.00	6/21/2021	ACH
School Model Support	1275825	\$39,000.00	6/23/2021	ACH
School Model Support	1275980	\$161,572.06	6/24/2021	ACH
Transline Louisiana	1282770	\$23,210.00	6/29/2021	ACH
Moreton & Co.	1282793	\$1,736.73	6/29/2021	ACH
Bernhard MCC	1282808	\$11,499.00	6/29/2021	ACH

Report Total \$923,361.64

Monthly Financials June 2021



Athlos Academy Jefferson Parish
Executive Summary
For the year-ending June 30, 2021
As of June 30, 2021-100% of FY20-21 of Year Complete

FY21 Activity

BALANCE SHEET

- a. Cash- Cash balance is adequate to cover 38 days of expenditures.
- b. Prepaid - Employee benefits account for the majority of prepaid expenses.
- c. Receivables - Receivables are comprised mainly of grant revenue that has been submitted for reimbursement but funds have yet to be received.
- d. Accounts Payable and Accrued Salaries & Benefits - all items are reflective of expenses that have been invoiced in the current month but have yet to have payment submitted.
- e. Fund Balance-fund balance increased in June reflecting final (unaudited) expenditures and all revenues due to AAJP.

REVENUES

- f. State Revenue for the year is slightly above revised budget. We had a significant increase to our MFP with the mid-year adjustment for students that occurred in March.
- g. Federal Revenue is currently trending under revised budget, reflecting carryover of federal grants that can be utilized in FY22.

EXPENDITURES

- h. Salaries & Benefits-expenditures are aligned with revised budget
- i. Purchased Services-Purchased Services are trending slightly ahead of revised budget, but through the audit journal entries may occur to correct coding.
- j. Supplies & Materials-the budget has been revised to reflect our actual and intended supply expenditures. Many of the federal funds we received due to the pandemic were allocated to be used to purchase supplies.
- k. Equipment - expenditures are over current budget, but through the audit journal entries may occur to correct coding.
- l. Lease & Property Taxes-Lease and Property Taxes are aligned with revised budget, through the audit journal entries may occur to correct coding.
- m. Dues & Other Expenses-Other expenses are slightly below revised budget.

Athlos Academy Jefferson Parish
Unaudited Balance Sheet
For the year-ending June 30, 2021
As of June 30, 2021 -100% of FY20-21 of Year Complete

	Balance June 30, 2020	Balance June 30, 2021	Revised Budget June 30, 2021	Original Budget June 30, 2021
Assets				
Cash and equivalents	1,448,136	1,478,544	2,331,454	2,446,108
Accounts Receivable	636,899	1,455,469	725,000	300,000
Prepaid Assets	98,682	181,435	132,406	50,000
Total Assets	2,183,717	3,115,448	3,188,860	2,796,108
Liabilities and Fund balances				
Liabilities				
Salaries and Benefits Payable	450,419	286,273	245,000	572,446
Accounts Payable	726,306	740,201	772,000	1,000,000
Total Liabilities	1,176,725	1,026,474	1,017,000	1,572,446
Fund balances				
Beginning Fund Balance	654,037	1,006,992	1,006,992	1,006,992
Change in Fund Balance	352,955	1,081,982	1,164,868	216,670
Total Fund balance	1,006,992	2,088,974	2,171,860	1,223,662
Total Liabilities and Fund balance	2,183,717	3,115,448	3,188,860	2,796,108

Athlos Academy Jefferson Parish
Unaudited Income Statement
For the year-ending June 30, 2021
As of June 30, 2021-100% of FY20-21 of Year Complete

	FY19-20 Activity	FY20-21 Initial Budget	FY20-21 Revised Budget	Year to Date Activity	% of Revised Budget	% of Original Budget
REVENUES						
Beginning Fund Balance	\$654,037	\$1,006,992	\$1,006,992	\$1,006,992	100%	100%
State &MFP funding	11,419,990	12,589,251	13,064,404	13,280,944	102%	105%
Food Service Program	612,428	848,986	407,710	334,078	82%	39%
Local Income	100,639	42,000	204,660	119,360	58%	285%
Federal grant revenue	785,289	832,657	1,902,731	1,472,275	77%	177%
TOTAL REVENUE	\$13,572,383	\$15,319,886	\$16,586,497	\$16,214,002	98%	106%
EXPENDITURES						
Salaries & Benefits	\$5,977,508	\$6,869,347	\$6,694,365	\$6,528,969	98%	95%
Purchased Services	3,648,942	4,266,847	4,230,758	4,743,385	107%	111%
Supplies & Materials	374,119	475,994	965,667	692,838	72%	146%
Equipment	114,122	59,000	48,914	62,012	127%	105%
Lease & Property Taxes	2,399,431	2,059,937	2,424,618	2,052,315	92%	100%
Dues & Other Expenses	51,267	365,099	50,315	45,509	90%	12%
TOTAL EXPENSES	\$12,565,391	\$14,096,224	\$14,414,637	\$14,125,028	98%	100%
TOTAL ENDING FUND BALANCE	\$1,006,992	\$1,223,662	\$2,171,860	\$2,088,974	96%	171%

Cover Sheet

Building Repair Proposal

Section: V. Action Items (public comment must be had immediately before each action item vote)

Item: A. Building Repair Proposal

Purpose: Vote

Submitted by:

Related Material:

Athlos Charter Academy - Permanent Roofing Repair Proposal 9.9.21.pdf

Athlos Charter Academy - Temp Roofing Proposal 9.9.21.pdf

Bernhard Roof.pdf

AdvantaClean Bid.pdf

AdvantaClean Email - No Dehumid for office.pdf

Insul Tech Removal.pdf

Insurance Acknowledgement.pdf

Bernhard Removal.pdf

P R O P O S A L

AdvantaClean of Greater Dallas
 110 North Freeport Parkway
 Ste 140
 Coppell, TX 75019
 (972) 572-5326



ac.greater-dallas@advantaclean.com

<https://www.advantaclean.com/>

Billing/Service Address

Kyle Leybas
 Athlos Academy of Jefferson Parish
 979 Behrman Hwy
 Terrytown, LA 70056
 (520) 705-2117 (Mobile)
 Kleybas@athlosacademies.org

Date	September 13, 2021
Total	\$148,777.46

This proposal expires on 12/12/2021

Item	Description	Quantity	Rate	Amount
Water Production	Water Production	1		
ER - Anti-microbial fogging	Anti-microbial fogging	3	115.00	\$345.00
ER - Bags and Rags	ER - Bags and Rags	1	322.00	\$322.00
ER - Labor - Supervisor 8 am - 5 pm	Labor - Supervisor 8 am - 5 pm	90	65.50	\$5,895.00
ER - Labor - Technician 8 am - 5 pm	Labor - Technician 8 am - 5 pm	800	54.30	\$43,440.00

ER - Decontaminate Equipment	Decontaminate Equipment	120	20.00	\$2,400.00
ER - Axial Fan	Axial Fan 120 5 days	600	25.00	\$15,000.00
ER - Dehu - Large	Dehu - Large 82 Dehu 5 days	410	80.00	\$32,800.00
ER - PPE	PPE	90	22.00	\$1,980.00
ER - Trash truck	Roll-off	2	2200.00	\$4,400.00
ER - Air Scrubber- LG	Air Scrubber- LG 40 at 5 days	200	80.00	\$16,000.00
AD - Service - Additional Service	SCISSOR LIFT 19FT 30-32IN ELEC 10 days	1	1200.00	\$1,200.00
AD - Service - Additional Service	1 7500/5500CFM DESICCANT DEHU 10 days	1	20795.46	\$20,795.46
AD - Service - Additional Service	Fuel for Desiccant 10 days	1	4200.00	\$4,200.00
			Subtotal	\$148,777.46
			Tax	\$0.00
			Total	\$148,777.46

T E R M S A N D C O N D I T I O N S

ABBREVIATIONS:

For the purpose of this Contract "AdvantaClean" refers to the service provider whose address appears on the face of this Contract, and "Owner" refers to the Property Owner, or their Authorized Representative, of the subject property. All AdvantaClean Service Providers are Independently Owned and Operated.

Emergency and Loss Mitigation Services Labor Rate Ranges:

At the sole discretion of AdvantaClean, in the event that unit pricing is not utilized and labor rates are not specified elsewhere in this proposal, Emergency and Loss Mitigation Services may be billed at the following default labor rate ranges, which may vary from location to location.

Cleaning Technician: \$29.75 - \$42.50 per hour, Emergency Technician: \$42.50 - \$59.50 per hour, Skilled Labor: \$48.50 - \$67.50 per hour, Site Supervision: \$79.50 - \$92.50 per hour, Executive Supervisor: \$118.00 - \$139.00 per hour

For Specialty Services (mold remediation/trauma clean-up/abrasive blasting, for example) special rates may apply. After-Hours Rates shall be the base rate times a multiple of 1.5. Materials and specialty trade Contractors shall be billed at cost plus twenty percent (20%). All rates are subject to change without notice.

SCOPE OF WORK:

Emergency and Loss Mitigation Services may include, but are not limited to soft demolition, removal of wet building materials, structural drying, contents pack-out, moving, storage, contents cleaning and restoration, sealing of wall sand ceilings, mold remediation, carpet/upholstery/air duct cleaning, roof tarp, temporary roof repair, board up, provision of temporary power, etc.

EQUIPMENT:

Rental rates for typical equipment shall be established by Xactimate. Equipment rental is charged per 24-hour period, and any portion of a day shall be charged as a full day. Owner agrees to reimburse AdvantaClean for the full replacement cost of any equipment that is damaged and/or missing from the property at pick up. In the event that the occupant or others turn off equipment without direction from, or notification to, AdvantaClean, billing shall continue until pick up. All rates are subject to change without notice.

CONTRACT:

This document is a binding Contract between AdvantaClean and Owner. Upon execution of this Contract, AdvantaClean will incur both direct and indirect costs associated with this project. In the event of termination of Contract by Owner, AdvantaClean shall be paid immediately the greater of (a.) the prorated value of work completed on behalf of the project including any labor, materials, research, supervision, direct overhead, handling, taxes, pick-up, shipping, delivery and cost of capital; or (b.) liquidated damages not to exceed ten percent (10%) of the Contract amount.

While AdvantaClean is performing the work, Owner shall not enter into a Contract with any other service provider for any other work at the subject property that interferes with AdvantaClean's ability to perform the work. AdvantaClean reserves the right to refuse to perform all or part of the scope of work at its sole discretion.

COMPLETION OF WORK:

AdvantaClean will complete the work as soon as practically possible. However, unless otherwise specified, AdvantaClean does not agree to guarantee that the work will be completed by or within any particular time.

SCHEDULE OF PAYMENTS:

Unless otherwise specified or agreed upon beforehand, a 50% deposit is due prior to scheduling or starting the work. The remaining 50% shall be due upon completion of all work. If any delays occur that are not the fault of AdvantaClean of Metro New Orleans or their subcontractors that prevent timely completion of the work, interim payments may be necessary. Amount will be based upon reason for delay,

expected length of delay, and amount of work already completed. In all instances, remaining payments are due upon completion of work.

CREDIT AND COLLECTIONS:

Owner authorizes AdvantaClean to perform routine credit history investigation at any time prior to or during this project. In the event of non-payment within terms, AdvantaClean reserves the right to file a Mechanics Claim of Lien for the full amount of work. Delinquent accounts may be turned over to the three major credit reporting agencies, which could have a negative impact on Owner's credit rating. All accounts over ten (10) days past due will be subject to a one and one-half percent (1.5%) service charge per month or up to the maximum permitted in the jurisdiction of the property. In the event of any legal actions, AdvantaClean shall be entitled to collect attorney's fees and all costs of collection. The sole and exclusive venue for any legal action arising from this Contract shall be in the county of the respective AdvantaClean office. As the Owner or Authorized Representative, I/We/Us jointly and severally personally guarantee payment under this agreement.

ACCESS:

Owner is obligated to provide reasonable access to the subject property for the purpose of performing the work without delay. Owner authorizes free use of all available utilities including electricity, water, gas, or oil for heating and sanitary facilities. In the event Owner has vacated the property during the course of the work, Owner agrees to arrange for AdvantaClean to escort Owner to inspect the property during the structural phase to ensure the safety of Owner. Owner agrees to pay additional charges incurred as a result of their failure to provide responsible or scheduled access.

LIMITS OF LIABILITY:

Notwithstanding other specific arrangements, AdvantaClean limits its responsibility for any and all claims of missing or damaged personal property to an aggregate amount of \$250.00 per Contract. It is the sole responsibility of Owner to inspect personal property for damage or to review any inventory list and document condition prior to and pursuant to handling. Owner agrees to report any claims of damages within 72 hours of handling. Any damage claims after 72 hours will not be considered.

AdvantaClean is not responsible for the consequential damages to landscaping, driveways, and walkways, or for damages due to water infiltration or freezing during the course of the work.

AdvantaClean expressly declines any liability for mold, fungus, or microbial proliferation pursuant to, or resulting from our work.

SUPERVISION:

AdvantaClean will provide adequate supervision of the work to ensure quality control, direction and safety. Owner is obligated to be available for on-site discussion during the course of the work, as some items in the scope of work require approval by Owner. In the event Owner is not available for such approval, Owner authorizes AdvantaClean to make the necessary decisions so as not to delay the project.

WORKING HOURS:

Normal working hours are Monday through Friday from 7:00 AM to 5:00 PM. Any work, meetings, discussions or consultation outside of these hours may represent additional charges to Owner and are due and payable upon demand.

CANCELLATIONS:

All customer cancellations and/or requests to reschedule need to be communicated from the customer to AdvantaClean of Metro New Orleans twenty-four (24) hours prior to the start of the scheduled work. Communication must be made to the main business line, (504) 333-9338. The name of the customer, address of the worksite, and reason for the cancellation/reschedule request must be provided.

No communication directly with your estimator will be accepted as sufficient notice.

If notice is not provided by the customer, AdvantaClean of Metro New Orleans reserves the right to assess an inconvenience fee equal to the amount of the deposit or \$250.00, whichever is lesser. The remaining deposit shall be refunded to the customer, minus the inconvenience fee and credit card fees (if applicable).

WARRANTY:

Unless provided under separate cover, no warranty, either expressed or implied, exists in connection with AdvantaClean's services. If AdvantaClean is directed and/or otherwise prevented from completing the work with in the prevailing standard of care, AdvantaClean shall not be responsible for any subsequent defects that arise. Claims for defective workmanship must be forwarded immediately in writing to the respective AdvantaClean office for consideration. AdvantaClean reserves the exclusive right to cure any defects within 60 days of receipt of said notice. AdvantaClean must be provided reasonable and scheduled access to complete the work. No call back repairs will be considered on any account with an outstanding past due balance.

E A C H A D V A N T A C L E A N L O C A T I O N I S
I N D E P E N D E N T L Y O W N E D A N D O P E R A T E D

Click [here](#) if you no longer wish to receive notifications or related information about this proposal.

From: [Brown, Jimmy](#)
To: [Kyle Leybas](#)
Subject: Bid
Date: Monday, September 13, 2021 7:54:55 PM
Attachments: [BC259ACCF3804D46946275BB43A6815A\[11539657\].png](#)

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

With out the trailer mount 1 7500/5500CFM DESICCANT DEHU 10 days and Fuel the total is \$124,782.00,

<https://serviceminder.io/service/proposal/details/a0ea2ef6033f4c9e8066168f41d9b639>

Jimmy Brown

Vice President of Operations



AdvantaClean of DFW

24/7: 877.800.2382 | M: 469.951.9970

W: advantaclean.com

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September 9, 2021

Attn: Norman Bijou

Re: ***Athlos Charter Academy – Roof Repairs***
979 Behrman Hwy
Terrytown, LA 70056

Dear Mr. Bijou,

On behalf of Lincoln Builders of Baton Rouge, Inc., I am pleased to offer to you our proposal to provide all labor, materials, tools, and equipment, inclusive of all taxes and insurances to permanently repair roofing for the lump sum amount of:

Thirty-One Thousand Nine Hundred Seventy-Eight Dollars and No Cents: \$31,978.00

Should you have any questions regarding this bid proposal, feel free to contact me.

Sincerely,

Lincoln Builders of Baton Rouge, Inc.
La License #48570

11567 MERCANTILE DRIVE BATON ROUGE, LA 70809 PHONE: 225.706.5038 FAX: 225.706.5039
WWW.LINCOLNBUILDERS.COM



GENERAL CONDITIONS

1. This Estimate excludes any Contingency Cost for either the Owner or the General Contractor.
2. This Estimate includes the cost for General Liability Insurance.
3. This Estimate excludes Builder's Risk Insurance.
4. This Estimate excludes payment and/or performance bonds.
5. This Estimate excludes permits. Permit is by Owner (if applicable)
6. This Estimate excludes all Tap, Sewer Impact, Traffic and Development (DOTD) Fees.
7. This Estimate specifically excludes any costs for the following services, which have been, or shall be, paid for by others including but not limited to:
 - a. All Independent Testing Laboratory and Inspection services.
 - b. All property, boundary, topographical, and utility surveying services of the proposed site and surrounding facilities.
 - c. Any other certified, or non-certified, final surveying services.
 - d. Geotechnical Services.
 - e. Hazardous materials mitigation/remediation services.
 - f. Investigation, identification and/or remediation of any Biological Growth/Contamination of any kind.
8. Working hours of operation will be mutually agreed upon prior to commencement of work.
9. Work Restrictions will be limited to the following (4) Holidays:
 - a. Christmas Day, New Year's Day, Memorial Day, and Independence Day.
10. The Owners employees and visitors will be restricted to the Areas designated by Lincoln Builders. No persons are to have "free access to all spaces", as Lincoln Builders will be responsible for Site Safety at all times. Any access to spaces under construction must be coordinated with Lincoln Builders Site Supervisor.
11. This Estimate excludes any cost associated with delays to work due to the Owner inspections of any kind.
12. The Estimate includes a project manager for four (4) hours, only.
13. The Estimate includes a superintendent to coordinate work for eight (8) hours, only.
14. This Estimate excludes storage of owner provided items
15. This Estimate excludes any clean up of facilities beyond roofing and shingle materials.
16. This Estimate includes permanent repairs of TPO and all shingle locations where there is storm damage.



September 9, 2021

Attn: Norman Bijou

Re: **Athlos Charter Academy – Roof Repairs**
979 Behrman Hwy
Terrytown, LA 70056

Dear Mr. Bijou,

On behalf of Lincoln Builders of Baton Rouge, Inc., I am pleased to offer to you our proposal to provide all labor, materials, tools, and equipment, inclusive of all taxes and insurances to install temporary roofing for the lump sum amount of:

Nine Thousand Five Hundred Fifty-Three Dollars and No Cents: \$9,553.00

Should you have any questions regarding this bid proposal, feel free to contact me.

Sincerely,

Lincoln Builders of Baton Rouge, Inc.
La License #48570

11567 MERCANTILE DRIVE BATON ROUGE, LA 70809 PHONE: 225.706.5038 FAX: 225.706.5039
WWW.LINCOLNBUILDERS.COM



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 - a. All Independent Testing Laboratory and Inspection services.
 - b. All property, boundary, topographical, and utility surveying services of the proposed site and surrounding facilities.
 - c. Any other certified, or non-certified, final surveying services.
 - d. Geotechnical Services.
 - e. Hazardous materials mitigation/remediation services.
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15. This Estimate excludes any clean up of facilities beyond roofing and shingle materials.
16. This Estimate includes temporary repairs of TPO and all shingle locations where there is storm damage.

Bernhard

Athlos Academy Jefferson Parish

Proposed Project Agreement

Date:

9/9/2021

Proposal Number:

P04280

Prepared for:

Athlos Academy Jefferson Parish
979 Behrman Highway
Terrytown, Louisiana 70056

Prepared by:

Cole Ogden

504-830-4217

cogden@bernhard.com

PROJECT PROPOSAL

Company

Bernhard
1 Galleria Blvd, Suite 825
Metairie, LA 70001
Ph: 504-830-4217 Fax: 504-833-8849

Proposal Date: 9/9/2021
Proposal Number: P04280

Bill To Identity

Athlos Academy Jefferson Parish
979 Behrman Highway
Terrytown, Louisiana 70056
Eric Robert

Agreement Location

Athlos Academy Jefferson Parish
979 Behrman Highway
Terrytown, Louisiana 70056
Eric Robert

WE ARE PLEASED TO SUBMIT OUR PROPOSAL TO PERFORM THE FOLLOWING:

Rooms 201, 205, 204, 224, 229, 235, 237, the cafeteria, weight-room, athletic training offices plus the adjoining offices, 135c, hallway 403 as well as vestibule to outside, the lower elementary principals office, and any additional rooms that need remediation. The work is sporadic in most of these areas with selective demolition. Rooms 235, 237 had heavy microbial growth throughout the carpet and walls showed wet. These rooms the carpet tiles will need to be completely taken up as well as some flood cuts on the wet walls. The other rooms sited are very minimal with some minor base board pulling and small holes drilled into the wall cavities to dry the walls without removal. The athletic training area was also heavily affected where the entire exterior wall will need to be removed and carpets pulled. Drying equipment will need to be placed throughout to knock down the humidity as well as air scrubbers are recommended to scrub all the stale air in the building through hepa filters. I would suggest using a hygienist and duct cleaning as well. Which we would be able to line up for you at an additional cost.

Note - We will provide daily work tickets for you to provide to FEMA and your insurance adjusters.

Note - We will provide pictures for Athlos, insurance and FEMA

OUR PRICE FOR THIS PROPOSAL IS Not To Exceed (NTE)\$120,000.00

This proposal is good for 30 days

Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Contractor

Signature (Authorized Representative)

Name (Print/ Type)

Phone

Date

Customer

Signature (Authorized Representative)

Name (Print/ Type)

Title

Date

PO#

Bernhard

Terms and Conditions

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during Contractor's normal working hours unless specifically stated otherwise elsewhere within this Agreement.
2. Contractor warrants that the workmanship hereunder shall be free from defects for ninety (90) days from date of installation. If any replacement part of item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under manufacturer's warranty will be at Customer's expense and at the rates then in effect.
3. Customer will promptly pay invoices within ten (10) days of receipt. Should payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
4. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
5. Any alteration to, or deviation from, this Agreement involving extra work, cost of material or labor will become an extra charge (fixed-price amount or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this agreement.
6. In the event Contractor must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
7. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
8. Contractor shall not be liable for any delay, loss, damage, or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces by nature, or by any cause beyond its control.
9. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claim, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by any active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
10. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.
11. Contractor's obligation under this proposal; and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes, or materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes, or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
12. Under no circumstances, whether arising in contract, tort (including negligence), equity or otherwise will Contractor be responsible for the loss of use, loss of profit, increased operating and maintenance expense, claims of Customer's tenants or clients, or any special, indirect or consequential damages.

Bernhard

Athlos Academy Jefferson Parish

Proposed Project Agreement

Date:

9/9/2021

Proposal Number:

P04280

Prepared for:

Athlos Academy Jefferson Parish
979 Behrman Highway
Terrytown, Louisiana 70056

Prepared by:

Cole Ogden

504-830-4217

cogden@bernhard.com

Bernhard

Supplement

PARAPET ROOF TARPING / UNDERLAYMENT:

- After a closer inspection of parapet roofs we have found all 10 Parapet Roofs have damage. We recommend applying roofing underlayment to all 10 parapet roofs to stop water intrusion to the building.

Note - Bernhard to provide a project manager to acquire and consolidate daily work tickets to provide to FEMA and Athlos Insurance provider for all work performed.

OUR PRICE FOR ROOF TARPING / UNDERLAYMENT\$2,000.00 PER PARAPET ROOF

PENTHOUSE ROOF TARPING / UNDERLAYMENT:

- Apply Tarping / Underlayment for Penthouse roof to stop water intrusion to the building.

Note - Bernhard to provide a project manager to acquire and consolidate daily work tickets to provide to FEMA and Athlos Insurance provider for all work performed.

OUR PRICE FOR PENTHOUSE ROOF TARPING / UNDERLAYMENT\$12,000.00



REMEDICATION FOR DRYING ONLY OF 6 ROOMS on East Side of Building:

- COACH'S ROOM, COACH'S OFFICE, ROOMS - 235,237,239, & 241
- Steam Clean carpet
- Treat for Mold
- Provide and Install drying equipment

Note - Due to the rubber backing on the carpet tiles this will prevent the slab from drying. Without removing the carpet there is no guarantee that the mold or moisture will not return. We highly recommend removing the carpet tiles & the certain sheetrock walls to fully dry the 6 rooms on the east side of the building properly. By removing the tiles this will prevent the growth of mold and will remove all moisture under the carpet tiles.

Note - There is no guarantee that this will remove all moisture from these rooms. An additional cost will be incurred return to properly remove all moisture & mold to these 6 rooms.

Note - There are additional rooms throughout the building that will require remediation as well due to water intrusion to the building. There is an additional cost to remediate the entire building. This is not included in this price below.

- Rooms - 201,205,204,224,229,235,cafeteria, weight-room, hallway 403 as vestibule to outside and the lower elementary principals office etc...

Note - We highly recommend that the school have a hygienist confirm the scope of work and write a site specific protocol for the building and all rooms mentioned above. Bernhard can acquire a hygienist to perform this work at an additional cost.

Note - if additional work is required to remove all moisture to these rooms an additional cost will be incurred on a T&M Basis.

Note - If additional rooms are requested to have remediation preformed to them an additional cost will be incurred on a T&M Basis.

Note - Bernhard to provide a project manager to acquire and consolidate daily work tickets to provide to FEMA and Athlos Insurance provider for all work performed.

OUR PRICE FOR DRYING ONLY 6 ROOMS\$7,500.00

Bernhard

Terms and Conditions

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during Contractor's normal working hours unless specifically stated otherwise elsewhere within this Agreement.
2. Contractor warrants that the workmanship hereunder shall be free from defects for ninety (90) days from date of installation. If any replacement part of item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under manufacturer's warranty will be at Customer's expense and at the rates then in effect.
3. Customer will promptly pay invoices within ten (10) days of receipt. Should payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
4. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
5. Any alteration to, or deviation from, this Agreement involving extra work, cost of material or labor will become an extra charge (fixed-price amount or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this agreement.
6. In the event Contractor must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
7. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
8. Contractor shall not be liable for any delay, loss, damage, or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces by nature, or by any cause beyond its control.
9. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claim, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by any active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
10. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.
11. Contractor's obligation under this proposal; and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes, or materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes, or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
12. Under no circumstances, whether arising in contract, tort (including negligence), equity or otherwise will Contractor be responsible for the loss of use, loss of profit, increased operating and maintenance expense, claims of Customer's tenants or clients, or any special, indirect or consequential damages.



INSULATION TECHNOLOGIES, INC.

120 HERMAN DR. • BELLE CHASSE, LA 70037 • (504) 362-1550 • FAX (504) 362-1685

BID PROPOSAL

September 10, 2021

Kyle Leybas
Athlos Academies

208-519-4071
kleybas@athlosacademies.org

Re: Athlos Academy
979 Behrman Highway
Terrytown, La 70056

Gentlemen:

It is with pleasure that Insulation Technologies, Inc. submits this quotation to perform the following scope of work at the above referenced location.

SCOPE: Provide labor, supervision, materials and equipment (dehumidifiers, carpet blowers and air scrubbers) to dry out rooms 235, 237, 239, and 241.

All leaks (a/c, roof, windows) and conditions contributing to allow moisture in the building should be corrected prior to remediation activities.

Insul-Tech does not provide nor imply any warranty or guarantee that this remediation work will permanently eliminate future mold growth or mold contamination from existing or other sources. Insul-Tech employs effective practices, in compliance with applicable OSHA regulations and published guidelines on indoor fungal remediation. However, given the number of variables that are not in our control, we can offer no assurance that fungi will not appear again sometime after the remediation is complete.

Standard Stipulations on all projects:

- Water and power (if required) to be provided by Owner / General Contractor
- Owner will provide staging area for truck, trailer and dumpster
- Owner to provide clear access to work areas
- Work to be performed under single mobilization
- If payment and performance bond is required please add 1.5% to price
- If this project has certified payroll, prevailing wages, enterprise zone stipulations or DBE, additional cost may apply.
- A sample insurance certificate is attached. If other wording or coverage is required additional charges may apply.
- This proposal is valid for 30 days

Price: \$7,015.00 (4 rooms)

IF ADDITIONAL WORK IS REQUIRED T&M RATES WILL APPLY. SEE ATTACHED RATE SHEETS.

Insulation Technologies, Inc. wishes to express its appreciation for allowing us to submit this proposal. We hope our qualifications and price are acceptable. If this proposal is more than \$8,000 this document

P. O. BOX 98 • HARVEY, LA 70059

LOUISIANA • TEXAS • MISSISSIPPI • ALABAMA



INSULATION TECHNOLOGIES, INC.

120 HERMAN DR. • BELLE CHASSE, LA 70037 • (504) 362-1550 • FAX (504) 362-1685

will become Attachment A of said contract. If this proposal is \$8,000 or less this document will become the legal contract when signed by both authorized parties. If accepted I understand the total will be paid in full at the time of completion. Please provide complete name and address below of party to be invoiced.

Sincerely,
Insulation Technologies, Inc.

Jeff Robinson

Nathan Dubois

Printed Name:
Title:

Date

Company Full Name: _____

Billing Address: _____

Email: _____

Phone/Fax: _____

P. O. BOX 98 • HARVEY, LA 70059

LOUISIANA • TEXAS • MISSISSIPPI • ALABAMA

Exhibit 02 - Standard Rate Sheet

Remediation/Mitigation Rates		
CATEGORY	STANDARD RATE	UOM
Category- Labor		
General Labor Rate for work/repairs not included below	\$ 40.00	HR
Repair/Equipment Rates: Unit prices below are inclusive of labor & equipment costs		
Category- Emergency Repairs		
Temporary Roof Repair	\$ 1.11	SF
Temporary Window Repair	\$ 2.77	SF
Temporary door repair	\$ 2.77	SF
Removal of drywall	\$ 0.96	SF
Removal of insulation	\$ 0.88	SF
Removal of ceiling tile	\$ 1.50	SF
Removal of carpet and or pad	\$ 0.95	SF
Application of Microbial agent	\$ 0.32	SF
Category-Air Movers & Compressors		
Air Compressor- Portable	\$ 106.00	DAY
Air Compressor- Trailer Mounted	\$ 193.00	DAY
Air Movers- Large	\$ 63.00	DAY
Air Movers- Small	\$ 33.00	DAY
Air Scrubber-Large	\$ 80.00	DAY
Air Scrubber-Small	\$ 145.00	DAY
Carpet Blowers	\$ 50.00	DAY
Category-Blast, Pressure Wash, Paint, & Floor		
Carpet Cleaning Machine	\$ 50.00	DAY
Floor Buffer	\$ 400.00	DAY
Floor cleaning system (walk behind)	\$ 125.00	DAY
Fogger/Macromist	\$ 52.00	DAY
Fogger/Thermal	\$ 63.00	DAY
Media Blasting Machine	\$ 635.00	DAY
Paint Sprayer	\$ 133.00	DAY
Pressure Washer	\$ 144.00	DAY
Pressure Washer- Hot Water	\$ 105.00	DAY
Pressure Washer-Electric	\$ 50.00	DAY
Pump Sprayer	\$ 18.00	DAY
Ride on Flooring Stripper	\$ 750.00	DAY
Sprayer- Airless H.P	\$ 136.00	DAY
Texture Hopper- Portable	\$ 25.00	DAY
Category-Cleaning/Vacuum		
Insulation Vacuum	\$ 350.00	DAY
Orbital Floor Machine	\$ 25.00	DAY
Portable Carpet Machine	\$ 50.00	DAY
Portable Extractor	\$ 1,500.00	DAY
Portable Fuel Cells	\$ 90.00	DAY
Rover Extraction Unit	\$ 400.00	DAY
Ultrasonic Cleaning Machine	\$ 1,725.00	DAY
Vacuum- HEPA, Backpack	\$ 173.00	DAY
Vacuum- Upright	\$ 41.00	DAY
Vacuum-Wet/Dry Shop Vac	\$ 25.00	DAY
Vapor Shark	\$ 87.00	DAY
Category-Drying		
Camera, infrared - Includes documented findings	\$ 225.00	EA
Dehumidification -10000/12000 cfm	\$ 2,600.00	DAY
Dehumidification -15000 cfm	\$ 3,220.00	DAY
Dehumidification -2000/2250 cfm	\$ 1,100.00	DAY
Dehumidification -25000 cfm	\$ 3,750.00	DAY
Dehumidification -3500 cfm	\$ 1,700.00	DAY
Dehumidification -500/600 cfm	\$ 575.00	DAY
Dehumidification -5000-6000 cfm	\$ 1,700.00	DAY
Dehumidifier-Large> 25 gallons	\$ 145.00	DAY

Dehumidifier-Small< 25 gallons	\$	115.00	DAY
Desiccant-10,000 cfm	\$	2,600.00	DAY
Desiccant-15,000 cfm	\$	3,220.00	DAY
Desiccant-5,000 cfm	\$	1,700.00	DAY
Desiccant-5,000 cfm package unit	\$	2,500.00	DAY
Dry Force Injectidry (Wall Cavity)	\$	180.00	SF
DX Unit 1ton	\$	145.00	DAY
Extraction Unit (portable)	\$	1,500.00	DAY
Moisture Meter	\$	20.00	EA
Rigid/Flex Duct	\$	220.00	LF
Water Extraction Unit (Truck or Trailer mount)	\$	2,900.00	DAY
Zip Pole	\$	23.00	EA
Category-Dumpsters			
Dumpster,20 yd.	\$	900.00	EA
Dumpster,30 yd.	\$	1,170.00	EA
Dumpster,40 yd.	\$	1,560.00	EA
Dump Trailers	\$	198.48	EA
Category-HVAC			
HVAC- HEPA Vacuum Collection System	\$	200.00	DAY
Category-Lighting and Electrical			
100' cable	\$	76.00	DAY
50' cable	\$	38.00	DAY
Cable Ramps	\$	15.00	DAY
Electrical Distribution (120 Amp Panel)	\$	500.00	DAY
Electrical Distribution (spider Box)	\$	90.00	DAY
Electrical Test Equipment	\$	94.00	EA
Generator (portable)	\$	79.00	DAY
Generator (trailer mounted)	\$	423.00	DAY
Generator 150-200 KW	\$	1,200.00	DAY
Generator 20-56 KW	\$	750.00	DAY
Generator 240-350 KW	\$	1,800.00	DAY
Generator 400-525 KW	\$	2,900.00	DAY
Generator 80-120 KW	\$	1,030.00	DAY
Generator Cable- 5 band	\$	30.00	DAY
Generator Cable-6/4 Camloc-25'	\$	50.00	DAY
Light- Balloon	\$	50.00	DAY
Light- Tower Mobile (400 WT diesel)	\$	80.00	DAY
Light- Wobble (37 inches)	\$	50.00	DAY
Power Distribution 100-200 Amp	\$	500.00	DAY
Power Distribution 300-400-Amp	\$	500.00	DAY
Power Tools	\$	25.00	DAY
Category-Miscellaneous Tools & Pumps			
Documentation Kit (Digital camera/photo printer)	\$	25.00	EA
Gas Powered Saw	\$	100.00	DAY
Heat Gun -Shrink Wrap	\$	15.00	DAY
Jobsite Office (table, chair, light, ESD)	\$	100.00	DAY
Sump Pump- 1 1/2"- Electric	\$	50.00	DAY
Sump Pump- 2"- Electric	\$	50.00	DAY
Trash Pump	\$	80.00	DAY
Water Pump- 1 1/2"- Gas Powered	\$	60.00	DAY
Water Pump- 2" -Gas Powered	\$	70.00	DAY
Category-Odor Control			
Airless Sprayer	\$	135.00	DAY
Hydroxyl	\$	170.00	SF
Ozone Generator-Activated Oxygen	\$	180.00	DAY
Category-Safety Equipment			
Eye Wash Stations (portable)	\$	10.00	EA
Personal Fall Protection (PFP)	\$	31.00	EA
Personal Protection Equipment (PPE)	\$	22.50	EA
Personal Respiratory Protection (PRP)	\$	11.93	EA

Respirator- PAPR	\$	100.00	EA
Category-Site Services			
2-way Radio/Communications	\$	40.00	EA
Demo Carts	\$	34.50	DAY
Floor Scraper, electric	\$	100.00	DAY
Lighting- Demo Lights	\$	16.00	DAY
Lighting- Tower Mobile	\$	80.00	DAY
Lighting- Wobbles	\$	50.00	DAY
Lighting-100' string lights	\$	32.00	DAY
Lighting-50' string lights	\$	16.00	DAY
Lock-Out/Tag-Out kit	\$	12.00	DAY
Scaffolding, Bakers (per section)	\$	34.50	DAY
Category-Truck/Vehicle/Trailers			
20' Lift Trailer (Dump Trailer)	\$	290.00	EA
Bobcat (skid steer loader)	\$	520.00	DAY
Box Truck	\$	200.00	DAY
Cargo Van	\$	125.00	DAY
Command Center	\$	100.00	DAY
Fork Lift	\$	350.00	DAY
Golf Cart/Utility	\$	42.00	DAY
Onsite Recovery Trailer	\$	50.00	DAY
Passenger Car	\$	50.00	DAY
Passenger Van (10 passenger or cargo)	\$	125.00	DAY
Pick Up Truck 1ton	\$	167.00	DAY
Pick Up Truck 1/2 ton	\$	125.00	DAY
Pick Up Truck 3/4 ton	\$	125.00	DAY
Scissor Lift	\$	137.00	DAY
Storage/Conex Boxes	\$	25.00	DAY
Temporary Office Trailer	\$	100.00	DAY
Trailers- 53' Tractor Trailer	\$	225.00	DAY
Trailers - Enclosed, flatbed, gooseneck	\$	230.00	DAY
REVISION 1 ADDS			
Initial Assessment - Per building	\$	250.00	EA
TPO Temporary Roofing - Per SF	\$	6.00	SF
Water and Ice Shield	\$	3.50	SF
Elastomeric Roof Patching	\$	2.01	SF
Synthetic Underlayment	\$	1.35	SF
Carpet Cleaning - Per SF	\$	0.58	SF
Removal of existing Tarp - Per SF	\$	0.42	SF
Install 1x4 strip framing	\$	1.83	LP
Install 2x4 framing	\$	11.53	LF
Plywood sheeting	\$	2.51	SF
Remove base board	\$	0.86	LF
Remove and bag wet plaster wall	\$	2.31	SF
Remove wet wood floor	\$	3.92	SF
Remove vinyl underlayment / VCT	\$	1.75	SF
Remove floating floor	\$	2.62	SF
Protect - Cover with plastic	\$	0.30	SF
Floor Protection	\$	0.58	SF
65' Man Lift	\$	800.00	DAY
135' Man Lift	\$	1,200.00	DAY
Per diem	\$	151.00	DAY

Any additional items will be charged at cost plus 15%.



Ken Poteat
4 Carriage Lane, Suite 407
Charleston, SC 29407
Office: 843-402-0216 | Mobile: 843-224-8119
Email: ken.poteat@sedgwick.com

September 10, 2021

Kyle Leybas
979 Berhman Highway
Terrytown, LA 70056

Via email: kleybas@athlosacademies.org

RE:	Insured	:	John Smith Construction
	Date of Loss	:	August 29, 2021
	Loss Location	:	979 Berhman Highway Terrytown, LA 70056
	Type Loss	:	Windstorm - Hurricane Ida
	Insurer	:	Starr Surplus Lines Insurance Company
	Insurer Policy Number	:	STP 21089
	Sedgwick File Number	:	EVA21015630
	Assigned Adjuster	:	Ken Poteat
	Adjuster Contact	:	843-224-8119
	Adjuster Email	:	ken.poteat@sedgwick.com
	Receipt of Claim	:	Acknowledgment date of Sept. 2, 2021

Dear Mr. Leybas

Sedgwick CMS has been assigned by your Insurer to investigate and adjust your reported claim as referenced above. This letter also acknowledges receipt of your claim on the date so indicated above.

The location with reported damage has been initially inspected by the undersigned on September 9, 2021 and follow up inspections will be conducted as necessary during the adjustment process.

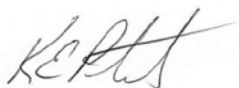
While our investigation and inspection phase is ongoing, you are encouraged to begin collecting the various supporting elements of your potential claim for loss and damage. These could include detailed photos documenting the cause of loss as well as the resultant damages to your property. Additionally, you may wish to gather pertinent receipts, invoices, inventories and other related loss documentation for presentation to the Sedgwick adjuster in support of your claim. (We will provide you with further guidance in this regard.) Lastly, please note that you must take reasonable steps to prevent further damage to your property, including the separation of damaged personal property from the undamaged, all as stipulated by the terms and conditions of your policy.

We look forward to the expeditious and equitable resolution of your submitted claim. please contact should you have questions concerning the claim adjustment.

Should you wish to file a Sworn Statement in Proof of Loss under the Policy prior to the completion of the adjustment phase, please notify us accordingly and we will provide you with a blank document for your completion.

The Carriers' investigation of this claim is subject to a complete reservation of all rights. Any action by the Carriers, including its investigation, should not be construed as an admission of liability or as a denial of coverage. The Carriers do not intend to waive, and expressly reserves, any and all rights or defenses that may be available to it under the terms and conditions of the Policy, the common law, or any applicable statute. The Carriers reserve the right to deny or limit coverage to the extent the Carriers' investigation determines that either a covered claim did not occur or the damage did not occur during the policy period. The Carriers also reserve the right to request additional information pertinent to the claim as its investigation continues.

Very truly yours,



Ken Poteat
National General Adjuster
ken.poteat@sedgwick.com

CC: Daul Insurance Agency Inc
sophia@daulinsurance.com

Cover Sheet

Debris Clean-Up Proposal

Section: V. Action Items (public comment must be had immediately before each action item vote)
Item: B. Debris Clean-Up Proposal
Purpose: Vote
Submitted by:
Related Material: Garden Doctors Bid.pdf
Garden Doctors Rates.pdf
LA Landscape Bid.pdf



Garden Doctors, LLC.
201 St. Charles Ave, Suite 114-260
New Orleans, LA 70170
(504) 834-0002
info@gardendoctors.net
www.gardendoctors.net

Estimate 2416

DATE 09/09/2021	TOTAL \$7,300.00	
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ADDRESS
Athlos Academy of Jefferson

SALES REP
NKS

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Hurricane Cleanup	1	7,300.00	7,300.00

TOTAL	\$7,300.00
--------------	-------------------

THANK YOU.

Accepted By

Accepted Date



Diaster Rate Sheet Updated 03/01/2021

	Rate	
MOBILIZATION		
Minimum Per Call	\$1,850.00	
Emergency Call	\$2,765.00	
Bobcat Mobilization	\$1,200.00	
Bobcat Operator (per hour)	\$245.00	
Supervisor (per hour)	\$225.00	
General Laborer (per hour)	\$150.00	
TREE SERVICES		
Tree Cutting, Trim or Limb Removal	\$2,580.00	
Supervisor (per hour)	\$245.00	
Tree Expert-Arborist (per hour)	200.00	
General Laborer (per hour)	\$150.00	
Safety/Quality Control Officer (per hour)	\$175.00	
DEBRIS REMOVAL		
Dumpster	\$575.00	
Debris Hauling (per yard)	\$26.75 py	

Nathanael Scales
CEO/President
(504) 994-2234

201 St. Charles Avenue, Suite 114-260
New Orleans, LA 70170
(504) 834-0003

LOUISIANA LANDSCAPE SPECIALTY, INC.

1701 Belle Chasse Highway

Gretna, Louisiana 70056

(504) 391 – 1800 (504) 394 – 0726 fax

Date: September 9, 2021

To: Athlos Academy
798 Behrman Hwy.
Terry Town, LA 70056

From: Merlin DeCorte, PLA
Louisiana Landscape Specialty, Inc.

Re: Maintenance Clean-Up

Services to Include:

Mow Entire Property

Edge all paved Areas

Weed Gardens

Trim Shrubs

Blow down grass clippings from paved areas

Total Maintenance Clean Up

\$1,200.00

Accepted By: _____ **Date:** _____

LOUISIANA LANDSCAPE SPECIALTY, INC.

1701 Belle Chasse Highway
Gretna, Louisiana 70056
(504) 391 – 1800 (504) 394 – 0726 fax

Date: September 9, 2021

To: Athlos Academy
798 Behrman Hwy.
Terry Town, LA 70056

From: Merlin DeCorte, PLA
Louisiana Landscape Specialty, Inc.

Re: Storm Damage – Clean Up

Services to Include:

Cut back, remove and grind trees that have fallen onto property.
Chip Debris and blow into existing wooded area

Total \$2,980.00

Straighten approximately 25 trees that are leaning and re-stake with metal t-post
and arbor guys.

Total \$3,750.00

Remove and haul away approximately 7 trees downed trees in parking area and
along perimeter of property line.

Total \$1,050.00

Remove Tree Straps on existing trees no longer needed, blow drive ways down of
leaves and debris and clean covers of catch basins and storm drains.

Total \$450.00

Total Storm Damage Clean Up \$8,230.00

Accepted By: _____ Date: _____

Cover Sheet

Master Service Agreement

Section: V. Action Items (public comment must be had immediately before each action item vote)
Item: D. Master Service Agreement
Purpose: Vote
Submitted by:
Related Material: AAJP_MSA_Draft_8.2021_JJR (002)(nb rev).pdf

MASTER SCHOOL SERVICES AGREEMENT

THIS MASTER SCHOOL SERVICES AGREEMENT (“**Agreement**”) is made as of this _____ day of _____, 2021, by and between School Model Support, LLC dba Athlos Academies, an Idaho limited liability company (“**Provider**”), and Athlos Louisiana dba Athlos Academy of Jefferson Parish, a Louisiana non-profit corporation (hereinafter “**Organization**”) (together, the “**Parties**” and each a “**party**”).

RECITALS

WHEREAS, Organization desires to contract with Provider to operate an open-enrollment charter school (the “**School**”) authorized by the Louisiana Board of Elementary and Secondary Education (the “**Charter**”);

WHEREAS, Provider developed and owns an educational concept and program called “Athlos Academies” and provides, among other things, educational curriculum, performance character, health and fitness programs, and school management services to schools across the United States. As part of this educational concept, Provider has entered into agreements with various outside parties to provide content, services and value to the Organization (the “**Outside Vendors**”) to provide, among other things, educational services, physical education programs, and management services;

WHEREAS, Organization desires to obtain Provider’s services to develop educational excellence based on Athlos Academies’ school and curriculum design, and management principles, pursuant to the terms hereof, and Provider is able and willing to provide the services as hereinafter set forth;

WHEREAS, Provider and Organization have entered into a Trademark License Agreement which provides the schools the right to use Provider’s name and logo;

WHEREAS, the Organization and Provider acknowledge and agree that, in accordance with Applicable Law (as defined below), the Board of Directors of the Organization (the “**Board**”) has the primary responsibility and ultimate authority for the operations of the School, is the governing authority of the School, and may carry out any act and ensure the performance of any function that is in compliance with the Charter, any policy statements and guidance issued by the Louisiana Department of Education; the Louisiana Constitution; the Individuals with Disabilities in Education Act; the Family Educational Rights and Privacy Act; and other applicable federal, state or local statutes, ordinances, and regulations; implementing regulations of such laws; executive orders; common law; and other guidelines, policy statements, and rulings applicable to Louisiana public charter schools (collectively, “**Applicable Law**”); and;

WHEREAS, Organization’s Board desires to engage Provider to perform services related to Provider’s educational program, operations and support services, described herein as permitted by the Charter and Applicable Law.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and for other good and valuable consideration the sufficiency of which is hereby acknowledged, Organization and Provider (together, the “**Parties**” and each a “**Party**”), do hereby agree as follows:

- 1) **ENGAGEMENT**. Organization hereby engages Provider on the terms and conditions hereinafter set forth to provide the Services (as defined below) and Provider hereby agrees to provide the Services to Organization pursuant to the terms hereof.

- 2) **TERM.** Organization agrees to engage Provider for a five-year term, commencing on Commencement Date (defined below).
- 3) **DUTIES OF PROVIDER.** At Organization's request, Provider shall provide the following services (collectively, the "Services"):
 - a) Athlos Employees. Provider will employ the Executive Director(s) to provide continual education and administrative support from the Effective Date through June 29, 2022. Organization shall reimburse Provider for the costs of this employee. On or after June 30, 2022, Organization may elect to employ the Executive Director at its own expense. In the event Organization elects to employ the Executive Director(s), Provider shall continue to provide the duties set forth in this Section 3. As used herein, Executive Director shall refer to the senior-most on-campus school official, regardless of whether that persons or persons job title is Executive Director, Principal, School Leader or such other title as may be used.
 - (1) **Executive Director Selection.** The Parties shall follow the Executive Director Search Process, attached hereto as Exhibit 1, to identify and select the Executive Director.
 - (2) **Executive Director Job Performance.**
 - a. **Annual Performance Evaluations.** The Executive Director will receive an annual performance evaluation based on a research-based rubric that contains specific feedback and includes progress collected at quarterly performance reviews in a written report.
 - i. The annual performance evaluation will include an evaluation submitted by Organization's Board of Directors, utilizing the rubric provided by Provider.
 - ii. The Executive Director evaluation report will be shared with Organization's Board once a year.
 - b. The Provider will provide monthly updates to the Organizations' Board on the Executive Director's performance. The updates shall include any material concerns regarding the performance of the Executive Director and shall take place at the monthly meetings of the Organization's Board.
 - c. If the Executive Director is placed on a performance plan, improvement plan or other remedial plan, the Organization's Board shall be provided with a copy of the plan and Provider shall provide updates on the Executive Director's compliance with the plan at the Board's monthly meetings.
 - (3) **Executive Director Costs.** On an annual basis, the Board shall approve all costs associated with the Executive Director, as set forth above, that will be reimbursed by Provider consistent with Section 3(a) above, as a budget line item.
 - (4) **Provider's Services.** In the event Organization's Board develops concerns regarding Provider's services, or if Provider develops concerns regarding the performance of the Executive Director, the Parties agree to follow the Notice of Concern Process, attached hereto as Exhibit 2.
 - (5) **Feedback to Provider.** Organization shall be provided a mechanism to offer feedback to Provider, as set forth in Exhibit 3, attached hereto.

- (6) ***Termination of Executive Director while Employed by Provider.*** At all times while the Executive Director is an employee of Provider, Provider shall retain the right to place the Executive Director on administrative leave, at Provider's discretion. However, Provider shall not terminate Executive Director without first consulting with the Organization's Board and providing the Board with an opportunity to vote in favor of or against the proposed termination. The vote of the board shall only be advisory and shall not be binding upon Provider. This subsection shall not apply if Organization elects to employ the Director pursuant to Section 3(a).
- b) Academics.
- (1) Athlos Curriculum. Provide a Health Body, Prepared Mind, and Performance Character curriculum (collectively, "**Athlos Curriculum**");
- i. Provide onsite and remote Athlos Curriculum training and consulting;
 - ii. Ensure alignment with State standards;
- (2) Training. Ongoing training related to:
- i. Coordinate professional development training of the School for the Athlos Curriculum for use by school personnel;
 - ii. Provide professional development tools and materials for the Athlos Curriculum;
 - iii. Assist with professional learning community implementation;
 - iv. Assist with teacher and school leader support and development; and
 - v. Host leadership workshops for school leaders to attend.
- (3) Educational Material. Assist with the textbooks, educational material and curriculum selection;
- (4) Performance Assessment Plan. Assist Organization with a student performance assessment plan;
- c) Athlos Analytics. Access to Athlos Analytics, which provides a platform for student assessment, data collection, and curricular resources.
- d) Board of Director Support and Training. Ongoing training and support of the Board of Directors, including coordination of agendas, collection of board meeting materials, and posting public notice of meetings;
- e) Board of Director Reporting. Create and provide on a monthly basis reports on implementation progress, key deliverable dates, timelines, and assess performance of both Parties.
- f) Communications/Marketing.
- (1) Ongoing Enrollment. Consultation and assistance with the creation and review of marketing materials, as well the recruitment plan and support, for the purpose of ongoing student enrollment and retention;
 - (2) External Communications. Assist with communications to ensure student, parents, and

the community are well-informed.

- (3) Website and Social Media. Annual website renewal, oversight and assistance with website and social media content management.
 - (4) Branding. Provide brand guide and logos.
 - (5) Events. Assist with community events and engagement.
- g) Financial Services and Reporting. Provider shall provide back-office and accounting services, including payroll, accounts receivable, accounts payable, and other necessary accounting functions; provided, however, Provider shall provide full disclosure and access to such records as Organization may reasonably require.
- h) Operational Support Services.
- (1) Transportation and traffic management. Support and assistance in identifying, contracting for, and managing transportation and traffic management solutions.
 - (2) Human resources. Ensure proper implementation of staff hiring procedures, employee onboarding aligned with the Athlos educational model, and proper human resource documentation procedures.
 - (3) Facility maintenance. Assist with matters related to facility maintenance.
 - (4) State reporting. Ensure that school data and state reports are submitted timely and accurately.
 - (5) Handbook development and revisions. Oversee the development, revision, and ongoing management of procedure handbooks, including the employee handbook and family handbook.
 - (6) Student record management. Maintain accurate student records in school's student information system.
- 4) **DUTIES OF THE ORGANIZATION**. Throughout the duration of this Agreement, Organization shall be responsible for the following:
- a) Conduct and attend monthly Board of Director's meeting;
 - b) Adopt, review, and comply with all school policies;
 - c) Allow Provider access to school assessment and data records that enable Provider to assess performance of the school and program performance. Organization agrees to cooperate with Provider's periodic requests for information and in Provider's annual accreditation review;
 - d) Refrain from disparaging Provider or Organization to third parties or interfering with Provider's existing or prospective contractual relationships.
- 5) **ACCREDITATION**. Provider has established an Accreditation Rubric (attached hereto as Exhibit 4 which sets forth the minimum standards required to be met in order for Organization to qualify for accreditation. Accreditation determinations shall be at Provider's sole discretion.
- a) Reduced Services Fee. Upon Organization's successful accreditation, Organization may elect to assume responsibility for the duties set forth in Sections 3(g), Financial Services and

Reporting, and/or 3(h), Operational Support Services, (together, the “Optional Organization Services”) in exchange for a reduced Services Fee as set forth in Section 8 below.

- b) Annual Accreditation Review. Provider shall be entitled to conduct a comprehensive accreditation review on an annual basis prior to the start of the following school year. Additionally, Provider reserves the right to monitor, inspect, audit Organization throughout the school year to ensure ongoing compliance with accreditation standards. Organization agrees to provide access to records and cooperate with Provider in conducting performance reviews.
- c) Failure to Maintain Accreditation Standards. If, at any time following Provider’s accreditation determination, including, but not limited to the annual accreditation review, Provider determines that Organization no longer meets the accreditation standards set forth in the Accreditation Rubric, Provider shall give Organization notice pursuant to the Notice of Concern Process set forth in Exhibit 2 hereto. If Provider determines that the deficiencies detailed in the Notice of Concern Process have not been adequately resolved (or are not reasonably likely to be resolved by the end of the current school year), Provider may elect to reassume responsibility for any Optional Organization Services for the following school year at the pre-accreditation Services Fee rate set forth herein.
- d) Immediate Reassumption of Optional Organization Services by Provider. Provider may immediately reassume responsibility for the Optional Organization Services in the event the Charter issues a notice of concern to Organization or if, in Provider’s judgment, cancellation or breach of the Organizations charter appears imminent.

6) MAINTENANCE OF FINANCIAL, EMPLOYMENT AND STUDENT RECORDS.

The School records shall be maintained as follows:

- a) Financial Records. Organization and Provider will maintain accurate financial records pertaining to the operation of the school and retain these records as required by the applicable laws and regulations. All the financial records retained by Provider pertaining to Organization will be available to Organization, and to all other appropriate regulatory authorities for inspection and copying at the Organization’s facilities upon request, it being understood that in most cases such copies will be made available within thirty (30) business days. Provider, and its respective officers, directors, employees and designated agents are hereby authorized to serve as agents of the Organization, and agree to maintain the proper confidentiality of such records as required by law and the Charter.
- b) Student Records. Organization and Provider will maintain accurate student records pertaining to students enrolled in the School as is required and in the manner provided by the Charter, applicable laws and regulations. Organization and Provider will have access to the student’s physical and electronic records. During the term of this Agreement, Organization may disclose confidential information and data to Provider, its employees, officers and designated agents to the extent provided by law and the Charter. Organization and Provider will maintain the proper confidentiality of such records and information as required by law and the Charter, including provisions of the Family Educational Rights and Privacy Act (“FERPA”). Provider, and its respective officers, directors, employees and designated agents are hereby authorized to serve as agents of the Organization, having a legitimate educational interest in the program and its students for purposes of the FERPA such that they are jointly and severally entitled to access the educational records of

the program for all purposes related to FERPA.

- c) Employment Records. Organization and Provider will maintain accurate employment records pertaining to the School as is required and in the manner provided by the Charter, and applicable laws and regulations. Organization and Provider will maintain proper confidentiality of such records as required by the Charter and applicable law. The employee records will be available at the Organization's physical facility. Provider, and its respective officers, directors, employees, and designated agents are hereby authorized to serve as agents of the Organization, and agree to maintain the proper confidentiality of such records as required by applicable laws and the Charter.
- d) Access to Records. The Board and Provider shall be entitled at any time with reasonable notice to inspect the financial, employee, student records and other business records pertaining to Organization.

7) **TERMINATION.**

- a) Termination by Organization. Organization may terminate this Agreement with cause in the event that Provider fails to remedy a material breach within ninety (90) days after notice from Organization, or such longer period as may be necessary to cure the breach or default. A material breach includes, but is not limited to, a breach or default by Provider to provide the Services in a manner sufficient for Organization to operate the School in compliance with the terms and conditions of this Agreement, failure to account for its expenditures or pay operating costs, or a violation of law. Organization agrees to follow the Notice of Concern Process requirements set forth in Exhibit 2 hereto.
- b) Termination by Provider. Provider may terminate this Agreement with cause in the event that Organization fails to remedy a material breach within ninety (90) days after notice from Provider, or such longer period as may be necessary to cure the breach or default. A material breach includes, but is not limited to, failure by Organization to pay amounts due under this Agreement, unreasonable failure to meet performance standards, or Organization has otherwise materially breached its obligations under this Agreement.
 - (1) In order to effectively implement the Athlos Curriculum, Provider will supply training and make periodic visits to assist the School with the implementation of the program. As a part of such training, Provider will make periodic written summaries relating to suggestions of improvement. Provider understands and acknowledges that the Board has final authority over the delivery of any curriculum utilized in a School. However, if Provider's assessments reveal (in Provider's discretion) that the Athlos Curriculum is being delivered in a way that is causing detriment to, and/or the dilution of, Provider's brand and reputation, Provider may terminate this Agreement with a ninety (90) day notice to Organization. The notice shall trigger provisions of Section (f) below for that particular School.
- c) Termination upon Loss of Charter. If the State (i) revokes, does not renew, or materially changes a Charter, or (ii) Organization has been informed in writing that a Charter will be revoked or will not be renewed; or (iii) Organization is no longer funded by the State of Louisiana or the funding from the State of Louisiana has been reduced to an amount whereby Organization is unable to meet its obligations under this Agreement, then either Party may, upon thirty (30) days written notice terminate this Agreement as to the affected terminated School(s) without penalty, further obligation or liability of any kind to either Party. The event shall trigger provisions of Section (f) below for

that particular School.

- d) Termination by Mutual Consent. This Agreement may be terminated by the mutual written consent of both Parties without penalty. Such termination shall be effective at such time, and upon such other terms as set forth in the written consent. Except as otherwise agreed by the Parties in writing, termination does not relieve Organization of any obligations for payments outstanding to Provider as of the date of termination. Other obligations of either Party may specifically continue and survive termination as provided in this Agreement.
- e) Termination of Trademark and Intellectual Property. Any termination for Services at a School shall result in a termination of the Trademark License Agreement and related intellectual property for such School.
- f) Removal of Program. Upon a termination as provided herein, or where the term is not subsequently extended by Organization, Organization shall:
- (1) Remove Provider’s trademark and usage of the name Athlos Academy (or approved variation) from the School, its trade dress and materials; remove any reference to the Outside Vendors; and eliminate all Outside Vendor program(s) (if implemented);
 - (2) Cease using the Athlos Curriculum and related professional development tools/materials, or any similar form thereof, and return all marketing-related materials to Provider;
 - (3) Return fixtures and equipment for the athletic curriculum (Schedule 1 to the School Master Services Agreement dated [INSERT DATE]) to Provider;
 - (4) Terminate the use of Athlos school uniforms and gym uniforms;
 - (5) Forfeit use of Athlos-related website; the use of Athlos-related domain name; forfeit use of all Athlos-related electronic functions and/or services; and forfeit access to business partnership discounts; this forfeiture shall not apply to any electronic records that Organization is required to maintain and preserve in order to comply with any applicable laws or regulations;
 - (6) Forfeit the use of proprietary policies, processes, guides and handbooks; this forfeiture shall not apply to documents that Organization is required to maintain and preserve in order to comply with any applicable laws or regulations. This forfeiture shall not apply to any non-proprietary policies, processes, guides or handbooks, including, but not limited to, any policies, processes, guides or handbooks developed, in whole or in part, by Organization.
 - (7) Organization shall comply with the terms of this Section no later than ninety (90) days after Provider’s receipt of such notice of termination, and shall submit compliance verification audit ninety (90) days following termination.
- 8) **SERVICES FEE.** In consideration for the Services, Provider shall receive a “Services Fee” equal to twelve percent (12%) of local, state, and federal gross revenues per year, payable in monthly installments. Payment shall be determined in accordance with United States generally accepted accounting principles which are consistently applied.

- a) Services Fee Commencement. The Services Fee shall commence on [INSERT DATE] (“Commencement Date”), with the first payment due no later than [INSERT DATE].
 - b) Accreditation Fee Reduction. Upon successful accreditation, the base Services Fee shall be reduced to nine percent (9%) of local, state, and federal gross revenues per year.
 - c) Optional Organization Services Fee Reduction. If, upon successful accreditation, Organization elects to assume responsibility for the Optional Organization Services, Organization shall be entitled to an additional two percent (2%) Services Fee reduction for assumption of the services set forth in Section 3(g), Financial Services and Reporting, and another two percent (2%) reduction for assumption of the services set forth in Section 3(h), Operational Support Services. If accreditation is revoked, Provider will reassume responsibility for all Optional Organization Services and the Services Fee will revert back to twelve percent (12%). The aforementioned two percent reductions refer to two percent of annual local, state, and federal gross revenues. Accordingly, if Organization assumes responsibility for all Optional Organization Services, the Services Fee shall be reduced to five percent (5%) of local, state, and federal gross revenues per year.
 - d) Monthly Installments. The Services Fee shall be paid in 12 monthly installments. The Monthly Installments shall be payable monthly in arrears on the last day of the following calendar month. For example, payment for the month of October shall be due no later than November 30.
 - e) Late Payment Fee. Organization agrees that any payments received after the due date shall include a five percent (5%) late fee assessment.
 - f) Reasonableness. The Parties hereto acknowledge and agree that as of the date of this Agreement, the Services Fee payable to Provider is reasonable, necessary and fair market value compensation for services rendered; and upon payment of the fee to Provider, those revenues become the sole property of Provider and are no longer the State of Louisiana public funds.
 - g) Other. The Services Fee is the only compensation or other payments, independent of any Promissory Note as previously discussed, to which Provider will be entitled hereunder. Provider shall be responsible for all of its own costs and expenses necessary to fulfill its obligations under this Agreement, including, but not limited to, compensation, travel expenses, and other benefits payable to any Provider employees. Additionally, should Organization elect to assume responsibility for any Optional Organization Services following accreditation, Organization shall be responsible for its own costs and expenses necessary to fulfill its obligations in carrying out such duties.
- 9) **NOTICES.** All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by facsimile, by United States Mail or by United States Express Mail or other established express delivery service (such as Federal Express) or by certified mail, postage or delivery charge prepaid, return receipt requested, addressed to the appropriate Party at the address set forth below:
- a) If to Provider: School Model Support, LLC dba Athlos Academies
918 W. Idaho Street, Suite 240
Boise, Idaho 83702-7153
ATTN: Legal Department
Phone: (208) 509-4000

Fax: (208) 376-8523

- b) If to Organization: **[INSERT SCHOOL INFORMATION]**
- c) The person and address to which notices are to be given may be changed at any time by any Party upon written notice to the other Party. A copy of any Notice provided by Provider shall also be given to the person serving as Chairman of the Board of Organization at the time that such notice is given. All notices given shall be deemed given upon receipt; and
- d) For the purpose of this Agreement, the term “receipt” shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified above as shown on the return receipt and/or facsimile confirmation, (ii) the date of actual receipt of the notice or other document by the person or entity specified above, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of non-delivery by the sending Party.
- 10) **NON-DISCLOSURE/NON-COMPETITION.** Organization agrees to treat this Agreement confidentially and shall not disclose the terms contained herein except as required law. In the event of a breach, Organization understands that such breach may result in immediate, great, irreparable and continuing harm and damage to Provider for which there is no adequate remedy at law. Organization further agrees that for a period of five years following the termination of a School from this Agreement, Organization shall not open a new program in that School, or open a new school facility within a radius of ten (10) miles of the School, which incorporates or attempts to incorporate any program which is similar or deceptively similar to the Athlos Academy, or its programs, including programs provided by Outside Vendors. In the event Organization breaches this Agreement, Provider shall be entitled to obtain, from any court of competent jurisdiction, a temporary restraining order and preliminary and permanent injunctive relief, without the necessity of posting bond, to enforce the terms of this paragraph, in addition to any and all monetary damages allowed by law.
- 11) **MISCELLANEOUS.**
- a) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Idaho.
- b) Mediation. The Parties agree to negotiate in good faith in an effort to resolve any dispute related to this Agreement that may arise within forty-five (45) days of the other party’s receipt of such notice of dispute. If the dispute cannot be resolved by negotiation, then the Parties will submit the dispute to mediation before resorting to binding arbitration or litigation and will equally share the costs of a mutually acceptable third-party mediator. This paragraph survives termination of this Agreement. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction. In the event a dispute is submitted to litigation, that litigation shall be determined by a judge, and each party waives its right to a jury trial.
- c) Counsel Sought. Each Party acknowledges that (i) the Party was advised or represented by counsel in connection with the negotiation, preparation, revision and execution of this Agreement; (ii) before executing this Agreement, the Party discussed the Agreement with the Party’s counsel and became fully informed of the terms, contents, conditions and effect of this Agreement; (iii) the Party is legally competent, as well as fully qualified and authorized to execute this Agreement; (iv)

in executing this Agreement, the Party is not relying on any warranty, statement, promise or representation of any kind that has been made to the Party by any other Party, or by legal counsel for any other Party or anyone acting for another Party in any capacity, except as expressly stated in this Agreement; (v) each Party expressly disclaims reliance upon any facts, promises, warranties, undertakings, or representations, whether express or implied, by any other Party, or its agents or legal counsel as consideration for this Agreement, except for the explicit provisions of this Agreement; (vi) the Party has relied solely on the Party's own judgment and/or the advice of the Party's counsel in executing this Agreement; (vii) the Party understands the terms, contents, conditions, and effect of this Agreement, and voluntarily accepts the Agreement in its entirety; and (viii) each Party has executed this Agreement of its own free will as a free and voluntary act, without any duress, coercion or undue influence exerted by or on behalf of any person or entity.

- d) Severability. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.
- e) Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.
- f) Authority. To the extent that this Agreement is executed by a Party or Parties on behalf of an individual, corporation, governmental entity, trust, estate or other legal entity, such Party or Parties executing this Agreement represent that they have authority to act on behalf of the entities or individuals for which they purport to act and to bind those entities or individuals to the terms and conditions of this Agreement. Furthermore, as each Party is a legal entity, each Party acknowledges, represents, warrants and confirms that it has full and complete authorization and power to execute this Agreement in the capacity herein stated, and this Agreement is a valid, binding and enforceable obligation and does not violate any law, rule, regulation, contract or agreement enforceable against it.
- g) Entire Agreement. This Agreement contains the entire agreement between the Parties, but only as concerns the specific matters addressed herein. Furthermore, this Agreement supersedes any and all prior or contemporaneous agreements and any and all prior or contemporaneous negotiations, warranties, discussions or representations, whether oral or written, and this Agreement is subject to modification, waiver, or addition only by means of a writing signed by the Party to be charged.
- h) Successors and Assigns. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors, beneficiaries, administrators, and permitted assigns.
- i) Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. This Agreement may be transmitted to the Parties by facsimile or other electronic means, the Parties may sign and return their respective signatures by facsimile or other electronic means, and such signatures transmitted by facsimile or electronically will be presumed valid, binding, and of the same force and effect as an original signature to this Agreement.
- j) Time is of the Essence. Time is of the essence for any and all conditions, obligations and other requirements of this Agreement.

IN WITNESS HEREOF, Organization and Provider have caused this Agreement to be executed as of the day and year first above written.

PROVIDER:	ORGANIZATION:
School Model Support, LLC dba Athlos Academies, an Idaho limited liability company	Athlos Louisiana dba Athlos Academy of Jefferson Parish, a Louisiana non-profit corporation
By: _____	By: _____
Name:	Name:
Title:	Title:
Date:	Date: