

# Athlos Jefferson Parish

## **AAJP Board Meeting**

Published on January 4, 2023 at 12:25 PM CST Amended on January 4, 2023 at 3:30 PM CST

### **Date and Time**

Wednesday January 4, 2023 at 6:00 PM CST

### Location

979 Behrman Hwy. Terrytown, LA 70056

https://zoom.us/j/91626399593

### **Agenda**

|  | Purpose            | Presenter        | Time    |
|--|--------------------|------------------|---------|
| I. Opening Items                             |                    |                  | 6:00 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                           |                    |                  | 6:02 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 December Meeting Minutes          | Approve<br>Minutes | Nick Berg        |         |
| C. New Hires & Stipends                      | Vote               | Cheryl<br>Martin |         |

| Approve new hires and signed contracts from the mo   | Purpose                       | Presenter  | Time                                  |
|--|-------------------------------|--|---------------------------------------|
| III. Public Comment  |                               |  |                                       |
| IV. Administrative Reports   |                               |  | 6:03 PM                               |
| A. Director's Report   | FYI                           | Cheryl<br>Martin   | 15 m                                  |
| Update on progress of key priorities at AAJP.  |                               |  |                                       |
| B. CEO Report  | FYI                           | Bill<br>Bressler   | 10 m                                  |
| Update on Homecourt projects being conducted to s  | upport AAJI                   | <b>&gt;</b>  |                                       |
| C. Finance Report  | FYI                           | Thomas<br>Bickart  | 10 m                                  |
| V. Board Training  |                               |  | 6:38 PM                               |
| A. Public Comment  | FYI                           | Jill<br>Turgeon  | 10 m                                  |
| VI. Committee Reports  |                               |  | 6:48 PM                               |
| A. Finance Committee   | FYI                           | Harvey<br>Wier   | 5 m                                   |
| B. Governance Committee  | FYI                           | Elydia<br>Ketchens   | 5 m                                   |
| C. Pillars Committee   |                               |  |                                       |
| G. I maio committee  | FYI                           | Karen<br>Chambers  | 5 m                                   |
| VII. Discussion Items  | FYI                           |  | 5 m                                   |
|  |                               | Chambers   | 5 m                                   |
| VII. Discussion Items VIII. Action Items (public comment must be had i                         |                               | Chambers   |                                       |
| VII. Discussion Items  VIII. Action Items (public comment must be had i each action item vote) | mmediately Vote e for the upo | chambers  y before  Bill  Bressler  coming 2023/2 ed by the boar | 7:03 PM<br>10 m<br>2024<br>rd so that |

Purpose Presenter Time

The PPP is being presented to the board for a vote. At the last meeting, required changes to the Plan put forth by the state were shared with the board.

IX. Executive Session 7:18 PM

This session will be closed to the public.

A. Motion to go into Executive (Closed) Vote Nick Berg 1 m
Session

I move that the school board adjourn this public meeting and enter into a closed meeting pursuant to section 42:16 of the code of Louisiana for the following purpose(s):

To discuss the character, professional competence, physical or mental health of a person

Strategy sessions or negotiations with respect to litigation when an open meeting would have a detrimental effect on the litigating position of the public body

B. Executive Session Discussion Discuss Nick Berg 10 m

This section of the meeting is closed to the public. No votes or actions will be made during this time.

C. Motion to Recess Executive (Closed)
Vote Nick Berg 1 m
Session and Reconvene Public Session

I move that the board adjourn the closed session and reconvene the public session. Furthermore, I certify, to the best of my knowledge, that no items not listed in the motion convening the closed session were heard, discussed or considered by the board.

X. Closing Items 7:30 PM

A. Adjourn Meeting Vote Board Chair

## Coversheet

## New Hires & Stipends

Section: II. Consent Agenda Item: C. New Hires & Stipends

Purpose:

Submitted by: **Related Material:** 

22-23\_AAJP\_Professional\_Offer\_Letter\_Jeanique Starks.pdf

22-23\_AAJP\_Professional\_Offer\_Letter\_Tanya-Marie Jourdan (1).pdf

22-23 AAJP Professional Offer Letter Rashira Graham.pdf 22-23 AAJP Professional Offer Letter Willisha Johnson (1).pdf AAJP Employee Status Change Template Celeste Polanco (1).pdf

Hourly offer (3).pdf

AAJP Employee Status Change Template Crystal Bean REVISED DATE (2).pdf

Michael Kelley Stipend SY22-23.pdf Sign On Teacher Stipend 11.16.22.pdf

AAJP Employee Status Change Template Diamond Boutte.pdf

Hourly offer (2).pdf

AAJP Employee Status Change Template Josephine Blackmon.pdf

Sign On Teacher Stipend pt 4.pdf

SPED Stipend SY22-23 Terri Taylor.pdf

SPED Stipend SY22-23 Carlotta Lavallais.pdf

Sign On Teacher Stipend pt 3.pdf

Tutoring Stipend SY22-23 Damia Williams.pdf

Sign On Teacher Stipend pt 2.pdf

VAM Teachers Stipends.pdf

Hourly offer.pdf

Tutoring Stipend SY22-23.pdf Sign On Teacher Stipend pt 1.pdf



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

November 11, 2022

Dear Jeanique Starks,

We are pleased to offer you the position of Substitute Teacher with Athlos Academy of Jefferson Parish commencing on November 16, 2022, contingent upon successful completion of your background check and all new employee paperwork by start date, and 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 annually as a non-exempt employee, between your employment commencement date and May 26, 2023 (see the attached reporting calendar). While it is anticipated that you will be employed in this position until May 26, 2023 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 111 reporting days remaining from your start date.)

### **PAYMENT**

You will be paid an hourly rate of \$13/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.

### BENEFITS [if full-time]

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,

Cheryl Martin, Principal

| <b>1904</b> (Ses (Nov 11, 2022 15:18 CST)                  | Nov 11, 2022 |
|--|--------------|
| Employee Signature   | Date         |
| Cheryl L. Martin Cheryl L. Martin (Nov 11, 2022 14:44 CST) | Nov 11, 2022 |
| Executive Director   | Date         |
| William Bressler   | Nov 11, 2022 |
| Chief Executive Officer                                    | Date         |



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November 10, 2022

Dear Tanya-Marie Jourdan,

We are pleased to offer you the position of Teacher with Athlos Academy of Jefferson Parish commencing on November 16, 2022 contingent upon successful completion of your background check and all new employee paperwork by start date, and 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 May 26, 2023 (see the attached reporting calendar). While it is anticipated that you will be employed in this position until May 26, 2023, 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 113 reporting days remaining from your employment commencement date to year's end.)

#### **PAYMENT**

You will be paid an annual salary of \$39,375 (prorated to \$23,295.16 based on start date). In accordance with its regular payroll schedule, AAJP will pay your salary 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.

### **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).

[For Teachers] This offer is contingent upon completing a background check and Governing Board approval. It is also a condition of this offer that you maintain a valid teaching license or make progress toward earning or renewing your teaching license during the 2022-2023 school year.

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,

Cheryl Martin, Principal

Tanya-Marie Jourdan
Tanya-Marie Jourdan (Nov 10, 2022 11:41 CST)

Nov 10, 2022

Employee Signature Date

Cheryl L. Martin (Nov 10, 2022 11:36 CST)

Nov 10, 2022

Executive Director Date

William Bressler Nov 10, 2022

Chief Executive Officer Date

Signature: Tanya-Mario Jourdan

Email: kelley656@yahoo.com

Years of Experience: 2

Highest Level of Education:

Bachelor's Degree



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November 10, 2022

Dear Rashira Graham,

We are pleased to offer you the position of Substitute Teacher with Athlos Academy of Jefferson Parish commencing on November 16, 2022, contingent upon successful completion of your background check and all new employee paperwork by start date, and 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 annually as a non-exempt employee, between your employment commencement date and May 26, 2023 (see the attached reporting calendar). While it is anticipated that you will be employed in this position until May 26, 2023 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 113 reporting days remaining from your start date.)

### **PAYMENT**

You will be paid an hourly rate of \$13/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.

### BENEFITS [if full-time]

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,

Cheryl Martin, Principal

| Rashira Graham (Nov 10, 2022 12:07 CST) Employee Signature                    | Nov 10, 2022  Date |
|---|--------------------|
| Cheryl L. Martin Cheryl L. Martin (Nov 10, 2022 11:38 CST) Executive Director | Nov 10, 2022  Date |
| William Bressler  | Nov 10, 2022       |
| Chief Executive Officer   | Date               |



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November 15, 2022

Dear Willisha Johnson,

We are pleased to offer you the position of Full-Time Custodian with Athlos Academy of Jefferson Parish commencing on November 15, 2022, contingent upon successful completion of your background check and all new employee paperwork by start date, and 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 annually as a non-exempt employee, between your employment commencement date and June 30, 2023 (see the attached reporting calendar). While it is anticipated that you will be employed in this position until June 30, 2023 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 147 reporting days remaining from your start date.)

### **PAYMENT**

You will be paid an hourly rate of \$13/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.

### BENEFITS [if full-time]

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,

Cheryl Martin, Principal

Employee Signature Date

Cheryl L. Martin Nov 17, 2022

Executive Director Date

William Bressler Nov 15, 2022

Chief Executive Officer Date

Years of Experience: 2

Highest Level of Education: High

School



### **EMPLOYEE STATUS CHANGE**

|                        |                          | Employee Informati  | ON              |                            |
|------------------------|--------------------------|---|-----------------|----------------------------|
| Employee Name:         | Celeste                  |   |                 | Polanco                    |
| Date:                  | 10/18/22                 |   | Date Effective: | 10/18/22                   |
|                        |                          | Employee Status Changes   |                 |                            |
| Chango                 |                          | Old Information   |                 | New Information            |
| Change                 |                          | Old Information   |                 | New Information            |
| Transfer:              | Title/Dept:—             |   | Title/De        | Pept:                      |
| Promotion:             | Title/Dept:              |   | Title/D         | Dept:                      |
| Demotion:              | Title/Dept:              |   | Title/D         | Dept:                      |
| Title or Assignment:   | Title/Dept:              |   | Title/D         | Dept:                      |
| Shift (Hours):         | Shift (Hours):           |   | Shift (Hou      | ours):                     |
|                        |                          |   |                 |                            |
| Address: 🗌             | Address:                 |   | bbΔ             | dress:                     |
|                        |                          | \$39,375  |                 |                            |
| Pay Rate:区<br>Status:□ | Pay Rate:<br>Status:     | φοσ <i>γο</i> το  |                 | y Rate: \$51,450<br>tatus: |
| _                      |                          |   |                 |                            |
| Reporting Calendar:    | Reporting Calenda        | r:  | —— Reporting Ca | Calendar:                  |
| Other Change Not       | : Detailed:              | Enrolled in Certification P   | rogram          |                            |
| Executive Director     | 's Signature: 🖣          | Cheryl L. Martin  nervl L. Martin (Oct 18, 2022 09:07 CDT)  Cheryl Martin | Date            | oct 18, 2022               |
| Chief Executive Of     | ficer's Signatu          | re: William Bressler William Bressler, Ed.D.                              |                 | Date: Oct 18, 2022         |
| Employee's Signat      | cure: <u>Celeste Pol</u> | anco<br>18, 2022 09:56 CDT)   | Date:           | : Oct 18, 2022             |



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October 12, 2022

Dear Brejion Poche,

We are pleased to offer you the position of Substitute with Athlos Academy of Jefferson Parish commencing on October 17, 2022, contingent upon successful completion of your background check and all new employee paperwork by start date, and 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 annually as a non-exempt employee, between your employment commencement date and May 26, 2023 (see the attached reporting calendar). While it is anticipated that you will be employed in this position until May 26, 2023 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 134 reporting days remaining from your start date.)

### **PAYMENT**

You will be paid an hourly rate of \$13/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.

### BENEFITS [if full-time]

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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ge payments, nor anything else, shall have the effect of establishing an lement or contract between you and Athlos for a specific term. Similarly, nor elsewhere other than in a writing signed by the Principal shall establish any tinuing employment. Athlos may require the signing of a confidentiality, 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,

Cheryl Martin, Principal

Employee Signature

Executive Director

William Bressler

Chief Executive Officer

10/12/22

Oct 12, 2022

Date



### **EMPLOYEE STATUS CHANGE**

|                       |                        | EMPLOYEE INFORMATIO     | N                                      |                                     |
|-----------------------|------------------------|-------------------------|--|-------------------------------------|
| Employee Name:        | Crysta                 |                         |  | Bean                                |
| Date:                 | 11/1                   | 0/22                    | Date Effective:                        | 11/14/22                            |
|                       |                        |                         |  |                                     |
|                       |                        | EMPLOYEE STATUS CHANGES |  |                                     |
| Change                |                        | Old Information         |  | New Information                     |
|                       | /- ·                   |                         |  |                                     |
| Transfer: ☐           | •                      |                         |  |                                     |
| Promotion:            |                        |                         |  |                                     |
| Demotion:             |                        |                         |  | Behavior Para                       |
| Title or Assignment:  | Title/Dept: _          | Custodian               | Title/Dept:                            |                                     |
| Shift (Hours):        | Shift (Hours): _       |                         | Shift (Hours):                         |                                     |
|                       |                        |                         |  |                                     |
|                       |                        |                         |  |                                     |
| Address:              | Address:               |                         | Address:                               |                                     |
| Pay Rate:X            | Pay Rate:              | \$13/hr                 | —— ——————————————————————————————————— | \$20,115 (prorated to: \$12,353.23) |
| Status:               | Status:                |                         | Status:                                | <u></u>                             |
|                       | _                      | . 238                   |  | 184 (113 reporting days left)       |
| Reporting Calendar: X | Reporting Calend       | dar:                    | — Reporting Calendar:                  |                                     |
|                       |                        |                         |  |                                     |
|                       |                        |                         |  |                                     |
| Other Change Not      | t Dotailad:            | Hourly to Salaried      |  |                                     |
| Other Change Not      | i Detalled:            |                         |  |                                     |
|                       |                        |                         |  |                                     |
|                       |                        | Chorul I Martin         |  | Nov. 12, 2022                       |
| Executive Director    | r's Signature:         |                         | Date:                                  | Nov 13, 2022                        |
|                       |                        | Cheryl Martin           |  |                                     |
|                       |                        |                         |  |                                     |
| Chief Executive Of    | fficer's Signat        | ure: William Brasslar   | Date:                                  | Nov 11, 2022                        |
|                       |                        | William Bressler, Ed.D. |  |                                     |
|                       |                        |                         |  |                                     |
| Employee's Signat     | turo: Andri &          | 14 2022 (0.00)          | Dato: NOV                              | 14, 2022                            |
| Linhiokee 2 Signal    | LUIС. <u>Фриморущо</u> | 14, 2022 15:55 CS1)     | Date                                   |                                     |



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### ADDITIONAL TEACHING RESPONSIBILITIES STIPEND AGREEMENT

This ADDITIONAL TEACHING RESPONSIBILITIES STIPEND AGREEMENT (the "Agreement") is made and entered into effective December 7, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Michael Kelley, ("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:

- I. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term*") commencing on December 7, 2022 and the Agreement shall terminate once the 8<sup>th</sup> Grade Math Teacher position is filled for school year 2022-2023.
- 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 a one-time stipend of \$4,000 in February 2022 if the position is filled within three months of commencement and will become a two-time stipend with an additional \$4,000 paid in May 2023 totaling \$8,000 if the position is not filled, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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
  - 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 Michael Kelley 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. <u>Notices</u>. 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 Parish
979 Behrman Hwy
Terrytown, LA 70056

To Employee:

Michael Kelley

[ADDRESS]

- b. <u>Confidential</u>. 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. <u>Governing Law</u>. The validity, interpretation, enforceability, and performance of this Agreement shall be governed by the laws of the State of Louisiana.
- d. <u>Counterparts</u>. 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. <u>Severability</u>. In the event any portion of this Agreement is declared invalid, the remaining portions of this Agreement shall survive and be enforceable.

f. <u>Cooperative Effort</u>. 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. In the event that 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:

EMPLOYEE:

Athlos Academy of Jefferson Parish

Michael Kelley

By its Chief Executive Officer

| William Bressler        |  |
|-------------------------|--|
| William Bressler, Ed.D. |  |

Exhibit A Scope of Services

Delegation of duties to the Additional Teaching include:

- a) Plan and prepare lessons 7<sup>th</sup> & 8<sup>th</sup> grade
- b) Maintain academic records for 7<sup>th</sup> & 8<sup>th</sup> grade
- c) 50–60-minute lessons daily for 7<sup>th</sup> & 8<sup>th</sup> grade
- d) Communicate with families as needed

JEFFERSON PARISH

SIGN-ON TEACHER STIPEND AGREEMENT

www.AthlosJP.org

email: info@AthlosJP.org

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Sequoia Conner, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract Term") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- Expenses: Employee will not be reimbursed for any expenses incurred while 4. performing the Services unless expenses are pre-approved with 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 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

phone: (504) 290-2510 fax: (504) 290-2511 web: www.AthlosJP.org email: info@AthlosJP.org

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
  - 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

phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org

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 Sequoia Conner 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.

#### Miscellaneous 10.

a. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Sequoia Conner Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- 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. <u>Counterparts</u>. 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. <u>Severability.</u> In the event any portion of this Agreement is declared invalid, the remaining portions of this Agreement shall survive and be enforceable.

phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org

- 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. In the event that 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:  | EMPLOYEE:      |
|--|----------------|
| Athlos Academy of Jefferson Parish<br>By its Chief Executive Officer | Sequoia Conner |
| William Bressler   |                |
| William Bressler, Ed.D.  |                |

Athlos Jefferson Parish - AAJP Board Meeting - Agenda - Wednesday January 4, 2023 at 6:00 PM phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org web:

### Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

Athlos Academy JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org

### SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Natasha Davis, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract Term") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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



phone: (504) 290-2510 fax: (504) 290-2511 web: www.AthlosJP.org email: info@AthlosJP.org

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
  - 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

phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org

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 Natasha Davis 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Natasha Davis Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Counterparts</u>. 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. <u>Severability.</u> In the event any portion of this Agreement is declared invalid, the remaining portions of this Agreement shall survive and be enforceable.

phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org

- 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. In the event that 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:                            | EMPLOYEE:     |
|------------------------------------|---------------|
| Athlos Academy of Jefferson Parish | Natasha Davis |
| By its Chief Executive Officer     |               |
|                                    |               |
| William Bressler                   |               |
| William Bressler, Ed.D.            |               |

phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org web:

### Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

Athlos Academy JEFFERSON PARISH

www.AthlosJP.org email: info@AthlosJP.org

(504) 290-2511

### SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Carolyn Gillespie, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract Term") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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

phone: (504) 290-2510 fax: (504) 290-2511 web: www.AthlosJP.org email: info@AthlosJP.org

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
  - 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

phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org

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 Carolyn Gillespie 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.

#### Miscellaneous 10.

a. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Carolyn Gillespie Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- 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. <u>Counterparts</u>. 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. <u>Severability.</u> In the event any portion of this Agreement is declared invalid, the remaining portions of this Agreement shall survive and be enforceable.

phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org

- 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. In the event that 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:  | EMPLOYEE:         |
|--|-------------------|
| Athlos Academy of Jefferson Parish<br>By its Chief Executive Officer | Carolyn Gillespie |
| William Bressler   |                   |
| William Bressler, Ed.D.  |                   |

phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org web:

### Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

JEFFERSON PARISH

(504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org

## SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Charles Medley, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract Term") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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
  - 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 Charles Medley 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.

#### Miscellaneous 10.

a. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Charles Medley Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- 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. <u>Counterparts</u>. 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. <u>Severability.</u> 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. In the event that 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:

| William Bressler, Ed.D.  |                |
|--|----------------|
| William Bressler   |                |
| Athlos Academy of Jefferson Parish<br>By its Chief Executive Officer | Charles Medley |
| SCHOOL:  | EMPLOYEE:      |

# Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

Athlos Academy
JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 web: www.AthlosJP.org

## SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Michelle Rabb, ("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:

- I. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term*") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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
  - 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 Michelle Rabb 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.

#### Miscellaneous 10.

a. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Michelle Rabb Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- 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. <u>Counterparts</u>. 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. <u>Severability.</u> 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. In the event that 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:  | EMPLOYEE:     |
|--|---------------|
| Athlos Academy of Jefferson Parish<br>By its Chief Executive Officer | Michelle Rabb |
| William Bressler   |               |
| William Bressler, Ed.D.  |               |

# Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year



# **EMPLOYEE STATUS CHANGE**

|                      |                         | Employee Informat                              | ION               |                                   |
|----------------------|-------------------------|--|-------------------|-----------------------------------|
| Employee Name:       | Diamond                 |  |                   | Boutte                            |
| Date:                | 12/8/22                 |  | Date Effective:   | 12/8/22                           |
|                      | Er                      | MPLOYEE STATUS CHANGES                         |                   |                                   |
| Change               | Old                     | Information                                    |                   | New Information                   |
|                      |                         |  |                   |                                   |
| Transfer:            | Title/Dept:             |  | Title/Dept:       |                                   |
| Promotion:           | Title/Dept:             |  | Title/Dept:       |                                   |
| Demotion:            | Title/Dept:             |  | Title/Dept:       |                                   |
| Title or Assignment: | Title/Dept:             |  | Title/Dept:       |                                   |
| Shift (Hours):       | Shift (Hours):          |  | Shift (Hours):    |                                   |
|                      |                         |  |                   |                                   |
| _                    |                         |  |                   |                                   |
| Address:             | Address:                |  | Address:          |                                   |
| Pay Rate:            | Pay Rate:               |  | Pay Rate          | :                                 |
| Status: ☐            | Status:                 |  | Status:           |                                   |
| eporting Calendar: 🗵 | Reporting Calendar:     | 184 days                                       | Reporting Calend  | ar:                               |
| Other Change Not     | 184 day                 | hers are on a 191 day<br>s are for paras.      | reporting calenda | r with last reporting day 05/26/2 |
| xecutive Director    | r's Signature: Chervil. | Martin (Dec 12, 2022 11:52 CST)  Cheryl Martin | Date:             | Dec 12, 2022                      |
| hief Executive Of    | fficer's Signature: -   | Villiam Bressler<br>William Bressler, Ed.D.    |                   | Dec 8, 2022                       |
| mployee's Signat     | ture:                   |  | Date:             |                                   |

JEFFERSON PARISH

(504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org

October 12, 2022

## Dear Khalieesha Kent,

We are pleased to offer you the position of Substitute with Athlos Academy of Jefferson Parish commencing on October 17, 2022, contingent upon successful completion of your background check and all new employee paperwork by start date, and 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 annually as a non-exempt employee, between your employment commencement date and May 26, 2023 (see the attached reporting calendar). While it is anticipated that you will be employed in this position until May 26, 2023 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 134 reporting days remaining from your start date.)

## PAYMENT

You will be paid an hourly rate of \$13/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.

## BENEFITS [if full-time]

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, nondisclosure 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,

Chery/Martin, Principal

**Employee Signature** 

Executive Director

William Bressler

Chief Executive Officer

Date

Oct 12, 2022

Date



# **EMPLOYEE STATUS CHANGE**

|                        |                       | Employee Information            | N                 |   |
|------------------------|-----------------------|---------------------------------|-------------------|---|
| Employee Name:         | Josephine             |                                 | Bla               | ackmon                                  |
| Date:                  | 10/31/22              |                                 | Date Effective:   | 11/2/22                                 |
|                        | E                     | MPLOYEE STATUS CHANGES          |                   |   |
| Change                 | Ole                   | d Information                   |                   | New Information                         |
| Transfer:              | Title/Dept:           |                                 | Title/Dent        |   |
| Promotion:             |                       |                                 |                   |   |
| Demotion:              |                       |                                 |                   |   |
| Title or X             |                       | Para                            |                   | 0.6.0111. = 1                           |
| Shift (Hours):         | Shift (Hours):        |                                 | Shift (Hours):    |   |
|                        |                       |                                 |                   |   |
| Address:               | Address:              |                                 | Address:          |   |
|                        |                       | \$29,201                        |                   | \$39,375                                |
| Pay Rate:区<br>Status:□ | Pay Rate:<br>Status:  | ¥23,201                         | Pay Rate: Status: |   |
| Reporting Calendar: X  | Reporting Calendar:   | 184                             | Reporting Calenda |   |
|                        |                       |                                 |                   |   |
|                        |                       |                                 |                   |   |
| Other Change Not       | Detailed:             |                                 |                   |   |
| 5                      |                       |                                 |                   |   |
|                        | Class                 | and I Martin                    |                   | • |
| Executive Director     | 's Signature: Cheryll | Martin (Oct 31, 2022 14:42 CDT) | Date:             | Oct 31, 2022                            |
|                        |                       | Cheryl Martin                   |                   |   |
|                        | tion do Circo         | William Bressler                | 5 :               | : Oct 31, 2022                          |
| Chief Executive Of     | ncer's Signature:     | William Bressler, Ed.D.         | Date              | :                                       |
|                        |                       |                                 |                   |   |
| Employee's Signat      | ure:                  |                                 | Date:             |   |

(504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org

## SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and MaKayla Wilson, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract Term") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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
  - 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 MaKayla Wilson 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson MaKayla Wilson Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Counterparts</u>. 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. <u>Cooperative</u> <u>Effort</u>. 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. <u>Waiver</u>. 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. In the event that 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.
- 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:                            | EMPLOYEE:      |
|------------------------------------|----------------|
| Athlos Academy of Jefferson Parish | MaKayla Wilson |
| By its Chief Executive Officer     |                |
|                                    |                |
| William Bressler                   |                |
| William Bressler, Ed.D.            |                |

Athlos Jefferson Parish - AAJP Board Meeting - Agenda - Wednesday January 4, 2023 at 6:00 PM phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org web:

# Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year



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 STIPEND AGREEMENT (the "Agreement") is made and entered into effective August 1, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Terri Taylor, ("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:

- I. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term"*) commencing on August 1, 2022 and the Agreement shall terminate on November 1, 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 of \$1,901.25. One payment of \$950.62 in December 2022 and one payment \$950.63 in June 2023, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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
  - 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 Terri Taylor 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. <u>Notices</u>. 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:

| <u>To School</u> :                                    | <u>To Employee</u> : |
|---|----------------------|
| Athlos Academy of Jefferson Parish<br>979 Behrman Hwy | Terri Taylor         |
| Terrytown, LA 70056                                   | [ADDRESS]            |

- b. <u>Confidential</u>. 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. <u>Governing Law</u>. The validity, interpretation, enforceability, and performance of this Agreement shall be governed by the laws of the State of Louisiana.
- d. <u>Counterparts</u>. 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. <u>Severability.</u> In the event any portion of this Agreement is declared invalid, the remaining portions of this Agreement shall survive and be enforceable.

- f. <u>Cooperative Effort</u>. 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. <u>Waiver</u>. 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. In the event that 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. <u>Entire Agreement</u>. 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:                            | EMPLOYEE:    |  |
|------------------------------------|--------------|--|
| Athlos Academy of Jefferson Parish | Terri Taylor |  |
| By its Chief Executive Officer     |              |  |
| William Bressler                   |              |  |
| William Bressler, Ed.D.            |              |  |
|                                    |              |  |

## 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
- 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

## CHILD SPECIFIC PARAPROFESSIONAL STIPEND AGREEMENT

This Child Specific Paraprofessional STIPEND AGREEMENT (the "Agreement") is made and entered into effective August 1, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Carlotta Lavallais, ("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:

- I. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term"*) commencing on August 1, 2022 and the Agreement shall terminate on November 1, 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 a one-time stipend of \$1,023.75 in November 2022, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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
  - 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 Carlotta Lavallais 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. <u>Notices</u>. 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 Parish
979 Behrman Hwy

Terrytown, LA 70056

To Employee:

Carlotta Lavallais

- b. <u>Confidential</u>. 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. <u>Governing Law</u>. The validity, interpretation, enforceability, and performance of this Agreement shall be governed by the laws of the State of Louisiana.
- d. <u>Counterparts</u>. 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. <u>Severability.</u> In the event any portion of this Agreement is declared invalid, the remaining portions of this Agreement shall survive and be enforceable.

f. <u>Cooperative Effort</u>. 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. In the event that 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:

CHOOL:

Athlos Academy of Jefferson Parish By its Chief Executive Officer

by its Chief Executive Office

**EMPLOYEE**:

Carlotta Lavallais

William Bressler

William Bressler, Ed.D.

## 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
- 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.

JEFFERSON PARISH

SIGN-ON TEACHER STIPEND AGREEMENT

www.AthlosJP.org

email: info@AthlosJP.org

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Savannah Rieskind, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term*") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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
  - 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 Savannah Rieskind 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Savannah Rieskind Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Cooperative</u> <u>Effort</u>. 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. <u>Waiver</u>. 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. In the event that 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:  | EMPLOYEE:         |
|--|-------------------|
| Athlos Academy of Jefferson Parish<br>By its Chief Executive Officer | Savannah Rieskind |
| Villiam Bressler   |                   |
| William Bressler, Ed.D.  |                   |

\_ \_. . \_ \_ .

Athlos Jefferson Parish - AAJP Board Meeting - Agenda - Wednesday January 4, 2023 at 6:00 PM phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org web:

# Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

JEFFERSON PARISH

SIGN-ON TEACHER STIPEND AGREEMENT

www.AthlosJP.org

email: info@AthlosJP.org

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Erica Robert, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term*") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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
  - 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 Erica Robert 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Erica Robert Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Cooperative</u> <u>Effort</u>. 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. <u>Waiver</u>. 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. In the event that 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:                            | EMPLOYEE:    |
|------------------------------------|--------------|
| Athlos Academy of Jefferson Parish | Erica Robert |
| By its Chief Executive Officer     |              |
|                                    |              |
| William Bressler                   |              |
| William Bressler, Ed.D.            |              |

## Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

JEFFERSON PARISH

www.AthlosJP.org

email: info@AthlosJP.org

### SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Harrison Roberts, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term*") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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

Athlos Academy JEFFERSON PARISH

phone: (504) 290-2510 fax: www.AthlosJP.org email: info@AthlosJP.org

(504) 290-2511

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
  - 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 Harrison Roberts 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Harrison Roberts Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Cooperative</u> <u>Effort</u>. 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. <u>Waiver</u>. 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. In the event that 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:                            | EMPLOYEE:        |
|------------------------------------|------------------|
| Athlos Academy of Jefferson Parish | Harrison Roberts |
| By its Chief Executive Officer     |                  |
| has a                              |                  |
| William Bressler                   |                  |
| William Bressler, Ed.D.            |                  |

## Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

JEFFERSON PARISH

www.AthlosJP.org email: info@AthlosJP.org

### SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Nicole Robinson, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term*") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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
  - 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 Nicole Robinson 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Nicole Robinson Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

court order or discovery request.

- b. <u>Confidential.</u> 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
- 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. <u>Cooperative</u> <u>Effort</u>. 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. In the event that 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:  | EMPLOYEE:       |
|--|-----------------|
| Athlos Academy of Jefferson Parish<br>By its Chief Executive Officer | Nicole Robinsor |
| William Bressler   |                 |
| William Bressler, Ed.D.  |                 |

Athlos Jefferson Parish - AAJP Board Meeting - Agenda - Wednesday January 4, 2023 at 6:00 PM phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org web:

## Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

JEFFERSON PARISH

### SIGN-ON TEACHER STIPEND AGREEMENT

www.AthlosJP.org

email: info@AthlosJP.org

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Steve Rogers, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term*") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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
  - 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 Steve Rogers 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Steve Rogers Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

court order or discovery request.

- b. <u>Confidential.</u> 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
- 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. <u>Cooperative</u> <u>Effort</u>. 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. In the event that 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:                            | EMPLOYEE:    |
|------------------------------------|--------------|
| Athlos Academy of Jefferson Parish | Steve Rogers |
| By its Chief Executive Officer     |              |
| •                                  |              |
|                                    |              |
| William Bressler                   |              |
| William Bressler, Ed.D.            |              |

Athlos Jefferson Parish - AAJP Board Meeting - Agenda - Wednesday January 4, 2023 at 6:00 PM phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org web:

## Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

JEFFERSON PARISH

www.AthlosJP.org

email: info@AthlosJP.org

### SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Jessica Ruffin, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract Term") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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

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phone: (504) 290-2510 fax:

(504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org

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
  - 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 Jessica Ruffin 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Jessica Ruffin Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Counterparts</u>. 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. <u>Severability.</u> In the event any portion of this Agreement is declared invalid, the remaining portions of this Agreement shall survive and be enforceable.

Athlos Academy
JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 web: www.AthlosJP.org email: info@AthlosJP.org

- f. <u>Cooperative Effort</u>. 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. <u>Waiver</u>. 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. In the event that 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. <u>Entire Agreement</u>. 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:  | EMPLOYEE:      |  |
|--|----------------|--|
| Athlos Academy of Jefferson Parish<br>By its Chief Executive Officer | Jessica Ruffin |  |
| William Fressler   |                |  |
| William Bressler, Ed.D.  |                |  |
|  |                |  |

Athlos Jefferson Parish - AAJP Board Meeting - Agenda - Wednesday January 4, 2023 at 6:00 PM phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org web:

## Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

JEFFERSON PARISH

www.AthlosJP.org

(504) 290-2511

email: info@AthlosJP.org

### SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Darria Sails, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract Term") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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
  - 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 Darria Sails 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Darria Sails Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Counterparts</u>. 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. <u>Severability.</u> In the event any portion of this Agreement is declared invalid, the remaining portions of this Agreement shall survive and be enforceable.

Athlos Academy JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org

- 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. In the event that 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:                            | EMPLOYEE:    |   |  |
|------------------------------------|--------------|---|--|
| Athlos Academy of Jefferson Parish | Darria Sails |   |  |
| By its Chief Executive Officer     |              |   |  |
| William Bressler                   |              |   |  |
| William Bressler, Ed.D.            |              | • |  |
|                                    |              |   |  |

Athlos Jefferson Parish - AAJP Board Meeting - Agenda - Wednesday January 4, 2023 at 6:00 PM phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org web:

# Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

Athlos Academy JEFFERSON PARISH

(504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org

### SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Jamaal Samuel, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract Term") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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

JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org

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
  - 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 Jamaal Samuel 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Jamaal Samuel Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Severability.</u> In the event any portion of this Agreement is declared invalid, the remaining portions of this Agreement shall survive and be enforceable.

phone: (504) 290-2510 fax: (504) 290-2511

www.AthlosJP.org email: info@AthlosJP.org

Athlos Academy JEFFERSON PARISH

- 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. In the event that 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:   | EMPLOYEE:     |      |
|---|---------------|------|
| Athlos Academy of Jefferson Parish By its Chief Executive Officer | Jamaal Samuel |      |
| William Bressler  |               |      |
| William Bressler, Ed.D.   |               |      |
|   |               | <br> |

Athlos Jefferson Parish - AAJP Board Meeting - Agenda - Wednesday January 4, 2023 at 6:00 PM phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org web:

## Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

Athlos Academy JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org

## SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Kristen Scott, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract Term") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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

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phone: (504) 290-2510 fax:

(504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org

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
  - 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 Kristen Scott 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Kristen Scott Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Severability.</u> In the event any portion of this Agreement is declared invalid, the remaining portions of this Agreement shall survive and be enforceable.

Athlos Academy JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org

- 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. In the event that 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.

| SCHOOL:                            | EMPLOYEE:     |  |
|------------------------------------|---------------|--|
| Athlos Academy of Jefferson Parish | Kristen Scott |  |
| By its Chief Executive Officer     |               |  |
|                                    |               |  |
| William Bressler                   |               |  |
| William Bressler, Ed.D.            | <del></del>   |  |
|                                    |               |  |

Athlos Jefferson Parish - AAJP Board Meeting - Agenda - Wednesday January 4, 2023 at 6:00 PM phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org web:

# Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

Athlos Academy JEFFERSON PARISH

www.AthlosJP.org

email: info@AthlosJP.org

# SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Alethea Simms, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract Term") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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

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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
  - 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 Alethea Simms 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Alethea Simms Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Severability.</u> 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. In the event that 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.

| SCHOOL:                            | EMPLOYEE:     |  |
|------------------------------------|---------------|--|
| Athlos Academy of Jefferson Parish | Alethea Simms |  |
| By its Chief Executive Officer     |               |  |
| William Bressler                   |               |  |
| William Bressler, Ed.D.            |               |  |
| <u> </u>                           |               |  |

Athlos Jefferson Parish - AAJP Board Meeting - Agenda - Wednesday January 4, 2023 at 6:00 PM phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org web:

# Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

Athlos Academy JEFFERSON PARISH

(504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org

# SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Anthony Spano, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract Term") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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

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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
  - 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 Anthony Spano 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson **Anthony Spano** Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Severability.</u> In the event any portion of this Agreement is declared invalid, the remaining portions of this Agreement shall survive and be enforceable.

phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org

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. In the event that 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.

| SCHOOL:                            | EMPLOYEE:     |  |
|------------------------------------|---------------|--|
| Athlos Academy of Jefferson Parish | Anthony Spano |  |
| By its Chief Executive Officer     |               |  |
| William Bressler                   |               |  |
| William Bressler, Ed.D.            |               |  |
|                                    |               |  |

Athlos Jefferson Parish - AAJP Board Meeting - Agenda - Wednesday January 4, 2023 at 6:00 PM phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org web:

# Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

Athlos Academy

JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 web: www.AthlosJP.org

## SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Justin Taylor, ("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:

- I. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term*") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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

phone: (504) 290-2510 fax: (504) 290-2511 web: www.AthlosJP.org email: info@AthlosJP.org

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
  - 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 Justin Taylor 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson **Justin Taylor** Parish [ADDRESS] 979 Behrman Hwy Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Severability.</u> In the event any portion of this Agreement is declared invalid, the remaining portions of this Agreement shall survive and be enforceable.

phone: (504) 290-2510 fax: (504) 290-2511

www.AthlosJP.org email: info@AthlosJP.org

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. In the event that 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.

| SCHOOL:                            | EMPLOYEE:     |  |
|------------------------------------|---------------|--|
| Athlos Academy of Jefferson Parish | Justin Taylor |  |
| By its Chief Executive Officer     |               |  |
| William Bressler                   |               |  |
| William Bressler, Ed.D.            |               |  |
|                                    |               |  |

Athlos Jefferson Parish - AAJP Board Meeting - Agenda - Wednesday January 4, 2023 at 6:00 PM phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org web:

# Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

Athlos Academy JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org

## SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Kaityln Thomas, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract Term") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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

Athlos Academy
JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 web: www.AthlosJP.org

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
  - 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 Kaityln Thomas 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Kaityln Thomas Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Severability.</u> In the event any portion of this Agreement is declared invalid, the remaining portions of this Agreement shall survive and be enforceable.

Athlos Jefferson Parish - AAJP Board Meeting - Agenda - Wednesday January 4, 2023 at 6:00 PM address: 7/7 benfman riwy. | ierrytown, LA | 70056 Athlos Academy phone: (504) 290-2510 fax: (504) 290-2511 JEFFERSON PARISH www.AthlosJP.org email: info@AthlosJP.org

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. In the event that 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.

| SCHOOL:                            | EMPLOYEE:      |   |
|------------------------------------|----------------|---|
| Athlos Academy of Jefferson Parish | Kaityln Thomas |   |
| By its Chief Executive Officer     |                |   |
| William Bressler                   |                |   |
| William Bressler, Ed.D.            |                |   |
|                                    |                | _ |

Athlos Jefferson Parish - AAJP Board Meeting - Agenda - Wednesday January 4, 2023 at 6:00 PM phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org web:

# Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

www.AthlosJP.org

email: info@AthlosJP.org

## SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Taylor Thompson, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term*") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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
  - 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 Taylor Thompson 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Taylor Thompson Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Cooperative</u> <u>Effort</u>. 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. <u>Waiver</u>. 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. In the event that 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.

| SCHOOL:                            | EMPLOYEE:       |
|------------------------------------|-----------------|
| Athlos Academy of Jefferson Parish | Taylor Thompson |
| By its Chief Executive Officer     |                 |
|                                    |                 |
| William Bressler                   |                 |
| William Bressler, Ed.D.            |                 |

# Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

(504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org

## SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Jennifer Tran, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term*") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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
  - 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 Jennifer Tran 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Jennifer Tran Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Cooperative</u> <u>Effort</u>. 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. <u>Waiver</u>. 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. In the event that 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.

| SCHOOL:                            | EMPLOYEE:     |
|------------------------------------|---------------|
| Athlos Academy of Jefferson Parish | Jennifer Tran |
| By its Chief Executive Officer     |               |
|                                    |               |
| William Bressler                   |               |
| William Bressler, Ed.D.            |               |

# Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

www.AthlosJP.org

email: info@AthlosJP.org

## SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Sybil Ussin, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term*") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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

Athlos Academy

JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 web: www.AthlosJP.org email: info@AthlosJP.org

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
  - 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 Sybil Ussin 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Sybil Ussin Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Cooperative</u> <u>Effort</u>. 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. <u>Waiver</u>. 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. In the event that 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.

| SCHOOL:                            | EMPLOYEE:   |
|------------------------------------|-------------|
| Athlos Academy of Jefferson Parish | Sybil Ussin |
| By its Chief Executive Officer     |             |
|                                    |             |
| William Bressler                   |             |
| William Bressler, Ed.D.            |             |

# Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

## SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Kaonta VanNorman, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract Term") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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
  - 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 Kaonta VanNorman 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. <u>Notices</u>. 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: To Employee:

Athlos Academy of Jefferson Kaonta VanNorman

Parish [ADDRESS]

979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Counterparts</u>. 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. <u>Waiver</u>. 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. In the event that 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.
- 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:  | EMPLOYEE:        |
|--|------------------|
| Athlos Academy of Jefferson Parish<br>By its Chief Executive Officer | Kaonta VanNorman |
| William Bressler   |                  |
| William Bressler, Ed.D.  |                  |

## Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

## SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and La'Sheika Weatherspoon, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract Term") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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.

Athlos Academy
JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 web: www.AthlosJP.org email: info@AthlosJP.org

- 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
  - 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 La'Sheika Weatherspoon 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. <u>Notices</u>. 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: To Employee:

Athlos Academy of Jefferson La'Sheika Weatherspoon Parish

979 Behrman Hwy

Terrytown, LA 70056

b. <u>Confidential.</u> 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.

[ADDRESS]

- c. Governing Law. The validity, interpretation, enforceability, and performance of this Agreement shall be governed by the laws of the State of Louisiana.
- d. <u>Counterparts</u>. 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. <u>Waiver</u>. 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. In the event that 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.
- 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:                            | EMPLOYEE:              |
|------------------------------------|------------------------|
| Athlos Academy of Jefferson Parish | La'Sheika Weatherspoon |
| By its Chief Executive Officer     |                        |
| William Bressler                   |                        |
| William Bressler, Ed.D.            |                        |

Athlos Jefferson Parish - AAJP Board Meeting - Agenda - Wednesday January 4, 2023 at 6:00 PM phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org web:

## Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

b) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

JEFFERSON PARISH

www.AthlosJP.org email: info@AthlosJP.org

(504) 290-2511

# SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Damia Williams, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract Term") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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
  - 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 Damia Williams 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: To Employee: Athlos Academy of Jefferson Damia Williams Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Severability.</u> 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. In the event that 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:                            | EMPLOYEE:      |
|------------------------------------|----------------|
| Athlos Academy of Jefferson Parish | Damia Williams |
| By its Chief Executive Officer     |                |
|                                    |                |
| William Bressler                   |                |
| William Bressler, Ed.D.            |                |

Athlos Jefferson Parish - AAJP Board Meeting - Agenda - Wednesday January 4, 2023 at 6:00 PM phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org web:

# Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

## SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Candy Williams, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract Term") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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.

Athlos Academy
JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 web: www.AthlosJP.org email: info@AthlosJP.org

- 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
  - 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 Candy Williams 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Candy Williams Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Counterparts</u>. 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. <u>Waiver</u>. 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. In the event that 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.
- 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:                            | EMPLOYEE:      |
|------------------------------------|----------------|
| Athlos Academy of Jefferson Parish | Candy Williams |
| By its Chief Executive Officer     |                |
|                                    |                |
| William Bressler                   |                |
| William Bressler, Ed.D.            |                |

Athlos Jefferson Parish - AAJP Board Meeting - Agenda - Wednesday January 4, 2023 at 6:00 PM phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org web:

## Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

Athlos Academy JEFFERSON PARISH

(504) 290-2511 www.AthlosJP.ora email: info@AthlosJP.org

## **TUTOR STIPEND AGREEMENT**

This TUTOR STIPEND AGREEMENT (the "Agreement") is made and entered into effective December 7, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Damia Williams, ("Employee"). The School and Employee are referred to collectively as the "Parties" and individually as a "Party."

## **AGRFFMFNT**

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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract Term") commencing on December 7, 2022 and the Agreement shall terminate on April 14, 2023.
- 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 a two-time stipend in February 2023 and April 2023, for the amount of \$50.00 per session upon fulfillment of the services to be performed in Exhibit A.
- Expenses: Employee will not be reimbursed for any expenses incurred while 4. performing the Services unless expenses are pre-approved with 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 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
  - 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 Damia Williams 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Parish Damia Williams 979 Behrman Hwy Terrytown, LA 70056 [ADDRESS]

- b. <u>Confidential.</u> 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. <u>Governing Law</u>. The validity, interpretation, enforceability, and performance of this Agreement shall be governed by the laws of the State of Louisiana.
- d. <u>Counterparts</u>. 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. <u>Cooperative Effort</u>. 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. In the event that 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:

| William Bressler, Ed.D.  |                |
|--|----------------|
| William Bressler   |                |
| Athlos Academy of Jefferson Parish<br>By its Chief Executive Officer | Damia Williams |
| Athlas Asadamy of Laffarson Darish                                   | Damia Williams |
| SCHOOL:  | EMPLOYEE:      |

## Exhibit A Scope of Services

Delegation of duties to the Tutor include:

- a) Track student attendance
- b) Staff must report daily
- c) Administer pre- and post-assessments; Monitor student progress
- d) Teach lessons using provided instructional resources Complete lessons
- e) Attend 4 sessions per week and 60 minutes per session
- f) Attend orientation for tutors (online or in-person)

JEFFERSON PARISH

SIGN-ON TEACHER STIPEND AGREEMENT

www.AthlosJP.org

email: info@AthlosJP.org

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Jarvis Johnson, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term*") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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

Athlos Academy

JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 web: www.AthlosJP.org email: info@AthlosJP.org

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
  - 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 Jarvis Johnson 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Jarvis Johnson Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Cooperative</u> <u>Effort</u>. 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. <u>Waiver</u>. 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. In the event that 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:                            | EMPLOYEE:      |
|------------------------------------|----------------|
| Athlos Academy of Jefferson Parish | Jarvis Johnson |
| By its Chief Executive Officer     |                |
|                                    |                |
| William Bressler                   |                |
| William Bressler, Ed.D.            |                |

# Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

JEFFERSON PARISH

(504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org

## SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Domina Johnson, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term*") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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
  - 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 Domina Johnson 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Domina Johnson Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Cooperative</u> <u>Effort</u>. 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. In the event that 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:                            | EMPLOYEE:      |
|------------------------------------|----------------|
| Athlos Academy of Jefferson Parish | Domina Johnsor |
| By its Chief Executive Officer     |                |
|                                    |                |
| William Bressler                   |                |
| William Bressler, Ed.D.            |                |

Athlos Jefferson Parish - AAJP Board Meeting - Agenda - Wednesday January 4, 2023 at 6:00 PM phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org web:

# Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

JEFFERSON PARISH

(504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org

## SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Denita Jones, ("Employee"). The School and Employee are referred to collectively as the "Parties" and individually as a "Party."

### AGREEMENT

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term*") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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

Athlos Academy
JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 web: www.AthlosJP.org email: info@AthlosJP.org

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
  - 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 Denita 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Denita Jones Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Cooperative</u> <u>Effort</u>. 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. In the event that 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:                            | EMPLOYEE:    |
|------------------------------------|--------------|
| Athlos Academy of Jefferson Parish | Denita Jones |
| By its Chief Executive Officer     |              |
|                                    |              |
| William Bressler                   |              |
| William Bressler, Ed.D.            |              |

# Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

JEFFERSON PARISH

SIGN-ON TEACHER STIPEND AGREEMENT

www.AthlosJP.org

email: info@AthlosJP.org

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Michael Kelley, ("Employee"). The School and Employee are referred to collectively as the "Parties" and individually as a "Party."

### AGREEMENT

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term*") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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

Athlos Academy

JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 web: www.AthlosJP.org email: info@AthlosJP.org

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
  - 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 Michael Kelley 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Michael Kelley Parish [ADDRESS] 979 Behrman Hwy Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Cooperative</u> <u>Effort</u>. 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. <u>Waiver</u>. 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. In the event that 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:                            | EMPLOYEE:      |
|------------------------------------|----------------|
| Athlos Academy of Jefferson Parish | Michael Kelley |
| By its Chief Executive Officer     |                |
|                                    |                |
| William Fraaler                    |                |
|                                    |                |
| William Bressler, Ed.D.            |                |

Athlos Jefferson Parish - AAJP Board Meeting - Agenda - Wednesday January 4, 2023 at 6:00 PM phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org web:

# Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

JEFFERSON PARISH

(504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org

## SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Carlotta Lavallais, ("Employee"). The School and Employee are referred to collectively as the "Parties" and individually as a "Party."

### AGREEMENT

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term*") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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

Athlos Academy
JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 web: www.AthlosJP.org email: info@AthlosJP.org

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
  - 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 Carlotta Lavallais 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Carlotta Lavallais Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Cooperative</u> <u>Effort</u>. 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. In the event that 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:                            | EMPLOYEE:          |
|------------------------------------|--------------------|
| Athlos Academy of Jefferson Parish | Carlotta Lavallais |
| By its Chief Executive Officer     |                    |
|                                    |                    |
| William Bressler                   |                    |
| William Bressler, Ed.D.            |                    |

# Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

JEFFERSON PARISH

www.AthlosJP.org

email: info@AthlosJP.org

## SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Kristel Lindsey, ("Employee"). The School and Employee are referred to collectively as the "Parties" and individually as a "Party."

### AGREEMENT

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term*") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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

Athlos Academy
JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 web: www.AthlosJP.org email: info@AthlosJP.org

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
  - 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 Kristel Lindsey 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Kristel Lindsey Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Cooperative</u> <u>Effort</u>. 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. <u>Waiver</u>. 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. In the event that 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:                            | EMPLOYEE:       |
|------------------------------------|-----------------|
| Athlos Academy of Jefferson Parish | Kristel Lindsey |
| By its Chief Executive Officer     |                 |
|                                    |                 |
| William Bressler                   |                 |
| William Bressler, Ed.D.            |                 |

# Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

JEFFERSON PARISH

(504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org

## SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Rosa Martin, ("Employee"). The School and Employee are referred to collectively as the "Parties" and individually as a "Party."

### AGREEMENT

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term*") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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

Athlos Academy

JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 web: www.AthlosJP.org email: info@AthlosJP.org

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
  - 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 Rosa Martin 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Rosa Martin Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Cooperative</u> <u>Effort</u>. 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. <u>Waiver</u>. 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. In the event that 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:                            | EMPLOYEE:   |
|------------------------------------|-------------|
| Athlos Academy of Jefferson Parish | Rosa Martin |
| By its Chief Executive Officer     |             |
|                                    |             |
| William Bressler                   |             |
| William Bressler, Ed.D.            |             |

# Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

JEFFERSON PARISH

www.AthlosJP.org

email: info@AthlosJP.org

## SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Carolyn Matthews, ("Employee"). The School and Employee are referred to collectively as the "Parties" and individually as a "Party."

### AGREEMENT

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term*") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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
  - 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 Carolyn Matthews 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Carolyn Matthews Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Cooperative</u> <u>Effort</u>. 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. <u>Waiver</u>. 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. In the event that 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:                            | EMPLOYEE:        |
|------------------------------------|------------------|
| Athlos Academy of Jefferson Parish | Carolyn Matthews |
| By its Chief Executive Officer     |                  |
|                                    |                  |
| William Bressler                   |                  |
| William Bressler, Ed.D.            |                  |

Athlos Jefferson Parish - AAJP Board Meeting - Agenda - Wednesday January 4, 2023 at 6:00 PM phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org web:

# Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

JEFFERSON PARISH

SIGN-ON TEACHER STIPEND AGREEMENT

www.AthlosJP.org

email: info@AthlosJP.org

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Patricia Meiklejohn, ("Employee"). The School and Employee are referred to collectively as the "Parties" and individually as a "Party."

### **AGREEMENT**

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract Term") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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
  - 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 Patricia Meiklejohn 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. <u>Notices</u>. 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: <u>To Employee</u>: Athlos Academy of Jefferson Patricia Meiklejohn Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Severability.</u> In the event any portion of this Agreement is declared invalid, the remaining portions of this Agreement shall survive and be enforceable.

- f. <u>Cooperative</u> <u>Effort</u>. 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. In the event that 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:                            | EMPLOYEE:           |
|------------------------------------|---------------------|
| Athlos Academy of Jefferson Parish | Patricia Meiklejohn |
| By its Chief Executive Officer     |                     |
| William Bressler                   |                     |
| William Bressler, Ed.D.            |                     |

Athlos Jefferson Parish - AAJP Board Meeting - Agenda - Wednesday January 4, 2023 at 6:00 PM phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org web:

# Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

Athlos Academy JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org

## SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Alana Noel, ("Employee"). The School and Employee are referred to collectively as the "Parties" and individually as a "Party."

## **AGREEMENT**

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract Term") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- Expenses: Employee will not be reimbursed for any expenses incurred while 4. performing the Services unless expenses are pre-approved with 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 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
  - 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 Alana Noel 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Alana Noel Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Severability</u>. 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. In the event that 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:                            | EMPLOYEE:  |  |
|------------------------------------|------------|--|
| Athlos Academy of Jefferson Parish | Alana Noel |  |
| By its Chief Executive Officer     |            |  |
| William Bressler                   |            |  |
| William Bressler, Ed.D.            |            |  |
|                                    |            |  |

Athlos Jefferson Parish - AAJP Board Meeting - Agenda - Wednesday January 4, 2023 at 6:00 PM phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org web:

## Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

JEFFERSON PARISH

www.AthlosJP.org

email: info@AthlosJP.org

## SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Sophia Oliver, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract Term") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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

Athlos Academy

JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 web: www.AthlosJP.org email: info@AthlosJP.org

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
  - 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 Sophia Oliver 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Sophia Oliver Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Severability.</u> 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. In the event that 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:                            | EMPLOYEE:     |
|------------------------------------|---------------|
| Athlos Academy of Jefferson Parish | Sophia Oliver |
| By its Chief Executive Officer     |               |
|                                    |               |
| William Bressler                   |               |
| William Bressler, Ed.D.            |               |

# Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

JEFFERSON PARISH

SIGN-ON TEACHER STIPEND AGREEMENT

www.AthlosJP.org

email: info@AthlosJP.org

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Nyketa Parker, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract Term") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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

Athlos Academy
JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 web: www.AthlosJP.org email: info@AthlosJP.org

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
  - 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 Nyketa Parker 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Nyketa Parker Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Severability.</u> 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. In the event that 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:                            | EMPLOYEE:     |
|------------------------------------|---------------|
| Athlos Academy of Jefferson Parish | Nyketa Parker |
| By its Chief Executive Officer     | •             |
| •                                  |               |
| William Bressler                   |               |
| William Bressler, Ed.D.            |               |

Athlos Jefferson Parish - AAJP Board Meeting - Agenda - Wednesday January 4, 2023 at 6:00 PM phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org web:

# Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

JEFFERSON PARISH

SIGN-ON TEACHER STIPEND AGREEMENT

www.AthlosJP.org

email: info@AthlosJP.org

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Zana Payne, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract Term") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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

Athlos Academy
JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 web: www.AthlosJP.org email: info@AthlosJP.org

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
  - 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 Zana Payne 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Zana Payne Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Cooperative</u> <u>Effort</u>. 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. <u>Waiver</u>. 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. In the event that 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:                            | EMPLOYEE:  |
|------------------------------------|------------|
| Athlos Academy of Jefferson Parish | Zana Payne |
| By its Chief Executive Officer     |            |
|                                    |            |
| William Bressler                   |            |
| William Bressler, Ed.D.            |            |

# Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

JEFFERSON PARISH

SIGN-ON TEACHER STIPEND AGREEMENT

www.AthlosJP.org

email: info@AthlosJP.org

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Yumary Paz, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term*") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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

Athlos Academy
JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 web: www.AthlosJP.org email: info@AthlosJP.org

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
  - 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 Yumary Paz 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Yumary Paz Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Cooperative</u> <u>Effort</u>. 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. <u>Waiver</u>. 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. In the event that 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:                            | EMPLOYEE:  |
|------------------------------------|------------|
| Athlos Academy of Jefferson Parish | Yumary Paz |
| By its Chief Executive Officer     |            |
|                                    |            |
| William Bressler                   |            |
| William Bressler, Ed.D.            |            |

# Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

JEFFERSON PARISH

www.AthlosJP.org

(504) 290-2511

email: info@AthlosJP.org

## SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term*") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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

Athlos Academy
JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 web: www.AthlosJP.org email: info@AthlosJP.org

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
  - 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Monica Pilkington Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Cooperative</u> <u>Effort</u>. 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. <u>Waiver</u>. 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. In the event that 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:                            | EMPLOYEE:         |
|------------------------------------|-------------------|
| Athlos Academy of Jefferson Parish | Monica Pilkington |
| By its Chief Executive Officer     |                   |
|                                    |                   |
| William Bressler                   |                   |
| William Bressler, Ed.D.            |                   |

\_ \_. . \_ \_ .

# Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

JEFFERSON PARISH

www.AthlosJP.org

email: info@AthlosJP.org

## SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Ann Poche, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term*") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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

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JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 web: www.AthlosJP.org email: info@AthlosJP.org

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
  - 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 Ann Poche 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Ann Poche Parish [ADDRESS] 979 Behrman Hwy Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Cooperative</u> <u>Effort</u>. 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. In the event that 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:  | EMPLOYEE: |
|--|-----------|
| Athlos Academy of Jefferson Parish<br>By its Chief Executive Officer | Ann Poche |
| William Bressler   |           |
| William Bressler, Ed.D.  |           |

Athlos Jefferson Parish - AAJP Board Meeting - Agenda - Wednesday January 4, 2023 at 6:00 PM phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org web:

# Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

JEFFERSON PARISH

(504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org

## SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Celeste Polanco, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term*") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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

Athlos Academy
JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 web: www.AthlosJP.org email: info@AthlosJP.org

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
  - 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 Celeste Polanco 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Celeste Polanco Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Cooperative</u> <u>Effort</u>. 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. <u>Waiver</u>. 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. In the event that 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:                            | EMPLOYEE:       |
|------------------------------------|-----------------|
| Athlos Academy of Jefferson Parish | Celeste Polanco |
| By its Chief Executive Officer     |                 |
|                                    |                 |
| William Bressler                   |                 |
| William Bressler, Ed.D.            |                 |

## Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

www.AthlosJP.org

email: info@AthlosJP.org

## SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Ronnie Poree, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term*") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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

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JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 web: www.AthlosJP.org email: info@AthlosJP.org

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
  - 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 Ronnie Poree 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Ronnie Poree Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Cooperative</u> <u>Effort</u>. 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. In the event that 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:                            | EMPLOYEE:    |
|------------------------------------|--------------|
| Athlos Academy of Jefferson Parish | Ronnie Poree |
| By its Chief Executive Officer     |              |
|                                    |              |
| William Bressler                   |              |
| William Bressler, Ed.D.            |              |

Athlos Jefferson Parish - AAJP Board Meeting - Agenda - Wednesday January 4, 2023 at 6:00 PM phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org web:

## Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

www.AthlosJP.org

email: info@AthlosJP.org

### SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Donald Rankins Jr., ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term*") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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

Athlos Academy
JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 web: www.AthlosJP.org email: info@AthlosJP.org

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
  - 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 Donald Rankins Jr. 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Donald Rankins Jr. Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Cooperative</u> <u>Effort</u>. 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. In the event that 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:                            | EMPLOYEE:          |
|------------------------------------|--------------------|
| Athlos Academy of Jefferson Parish | Donald Rankins Jr. |
| By its Chief Executive Officer     |                    |
|                                    |                    |
| William Bressler                   |                    |
| William Bressler, Ed.D.            |                    |

## Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

www.AthlosJP.org

(504) 290-2511 email: info@AthlosJP.org

## SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Mary Richardson, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term*") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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

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JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 web: www.AthlosJP.org email: info@AthlosJP.org

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
  - 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 Mary Richardson 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Mary Richardson Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Cooperative</u> <u>Effort</u>. 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. In the event that 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:                            | EMPLOYEE:       |
|------------------------------------|-----------------|
| Athlos Academy of Jefferson Parish | Mary Richardson |
| By its Chief Executive Officer     |                 |
|                                    |                 |
| William Bressler                   |                 |
| William Bressler, Ed.D.            |                 |

## Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

web:

Athlos Academy JEFFERSON PARISH

www.AthlosJP.org email: info@AthlosJP.org

## 4 VAM TEACHER STIPEND AGREEMENT

This 4 VAM TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2021 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Larry Bridges, ("Employee"). The School and Employee are referred to collectively as the "Parties" and individually as a "Party."

### **AGRFFMFNT**

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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract Term") commencing on July 26, 2021 and the Agreement shall terminate on May 26, 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 a one-time stipend of \$1,000 in November 2022, upon fulfillment of the services to be performed in Exhibit A.
- Expenses: Employee will not be reimbursed for any expenses incurred while 4. performing the Services unless expenses are pre-approved with 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 all other wages earned as an Athlos Academy of Jefferson Parish employee.
- 6. Indemnification. Employee shall indemnify School, and hold each of its officers, William Breagler directors, controlling persons, employees, and stakeholders (each, an "indemnified person"), against any loss, damage or other expense incurred by any of them as a

phone: (504) 290-2510 fax: (504) 290-2511 web: www.AthlosJP.org email: info@AthlosJP.org

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
  - 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 william Braskall 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 Larry Bridgesto 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:

| <u>To School</u> :                 | To Employee:  |
|------------------------------------|---------------|
| Athlos Academy of Jefferson Parish |               |
| 979 Behrman Hwy                    | Larry Bridges |
| Terrytown, LA 70056                | [ADDRESS]     |

- 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. <u>Governing Law</u>. The validity, interpretation, enforceability, and performance of this Agreement shall be governed by the laws of the State of Louisiana.
- d. <u>Counterparts</u>. 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.

William Bruseler Severability. In the event any portion of this Agreement is declared invalid, the remaining portions of this Agreement shall survive and be enforceable.

- f. <u>Cooperative Effort</u>. 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. In the event that 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:                            | EMPLOYEE:     |
|------------------------------------|---------------|
| Athlos Academy of Jefferson Parish | Larry Bridges |
| By its Chief Executive Officer     |               |
|                                    |               |
| William Bressler                   |               |
| William Bressler, Ed.D.            |               |

## Exhibit A Scope of Services

Delegation of duties to the 4 VAM TEACHER include:

a) The teacher demonstrated highly effective with a VAM score of 4.

www.AthlosJP.org email: info@AthlosJP.org

4 VAM TEACHER STIPEND AGREEMENT

web:

This 4 VAM TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2021 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Charles Medley, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term"*) commencing on July 26, 2021 and the Agreement shall terminate on May 26, 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 a one-time stipend of \$1,000 in November 2022, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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

web:

www.AthlosJP.org email: info@AthlosJP.org

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
  - 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 Charles Medley 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Parish Charles Medley 979 Behrman Hwy Terrytown, LA 70056 [ADDRESS]

- b. <u>Confidential</u>. 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. <u>Counterparts</u>. 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. In the event that 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:                            | EMPLOYEE:      |
|------------------------------------|----------------|
| Athlos Academy of Jefferson Parish | Charles Medley |
| By its Chief Executive Officer     |                |
| William Bressler                   |                |
| William Bressler, Ed.D.            |                |

# Exhibit A Scope of Services

Delegation of duties to the 4 VAM TEACHER include:

a) The teacher demonstrated highly effective with a VAM score of 4.

3 VAM TEACHER STIPEND AGREEMENT

web:

www.AthlosJP.org email: info@AthlosJP.org

This 3 VAM TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2021 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Cameron Johnson, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term"*) commencing on July 26, 2021 and the Agreement shall terminate on May 26, 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 a one-time stipend of \$500 in November 2022, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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

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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
  - 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 Cameron Johnson 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Parish Cameron Johnson 979 Behrman Hwy Terrytown, LA 70056 [ADDRESS]

- b. <u>Confidential.</u> 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. <u>Counterparts</u>. 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. In the event that 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:                            | EMPLOYEE:       |
|------------------------------------|-----------------|
| Athlos Academy of Jefferson Parish | Cameron Johnson |
| By its Chief Executive Officer     |                 |
| Villiam Bressler                   |                 |
| William Bressler, Ed.D.            |                 |

## Exhibit A Scope of Services

Delegation of duties to the 3 VAM TEACHER include:

a) The teacher demonstrated highly effective with a VAM score of 3.

3 VAM TEACHER STIPEND AGREEMENT

web:

www.AthlosJP.org email: info@AthlosJP.org

This 3 VAM TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2021 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Jarvis Johnson, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term"*) commencing on July 26, 2021 and the Agreement shall terminate on May 26, 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 a one-time stipend of \$500 in November 2022, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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

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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
  - 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 Jarvis Johnson 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. <u>Notices</u>. 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:                         | To Employee:   |
|------------------------------------|----------------|
| Athlos Academy of Jefferson Parish |                |
| 979 Behrman Hwy                    | Jarvis Johnson |
| Terrytown, LA 70056                | [ADDRESS]      |

- 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. <u>Counterparts</u>. 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. In the event that 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. <u>Entire Agreement</u>. 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:  | EMPLOYEE:      |
|--|----------------|
| Athlos Academy of Jefferson Parish<br>By its Chief Executive Officer | Jarvis Johnson |
| by its criter executive officer                                      |                |
| William Bressler   |                |
| William Bressler, Ed.D.  |                |

# Exhibit A Scope of Services

Delegation of duties to the 3 VAM TEACHER include:

a) The teacher demonstrated highly effective with a VAM score of 3.

3 VAM TEACHER STIPEND AGREEMENT

web:

www.AthlosJP.org email: info@AthlosJP.org

This 3 VAM TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2021 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Michael Kelley, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term"*) commencing on July 26, 2021 and the Agreement shall terminate on May 26, 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 a one-time stipend of \$500 in November 2022, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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

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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
  - 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 Michael Kelley 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Parish Michael Kelley 979 Behrman Hwy Terrytown, LA 70056 [ADDRESS]

- b. <u>Confidential</u>. 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. <u>Governing Law</u>. The validity, interpretation, enforceability, and performance of this Agreement shall be governed by the laws of the State of Louisiana.
- d. <u>Counterparts</u>. 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. In the event that 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:                            | EMPLOYEE:      |
|------------------------------------|----------------|
| Athlos Academy of Jefferson Parish | Michael Kelley |
| By its Chief Executive Officer     |                |
|                                    |                |
| William Bressler                   |                |
| William Bressler, Ed.D.            |                |

# Exhibit A Scope of Services

Delegation of duties to the 3 VAM TEACHER include:

a) The teacher demonstrated highly effective with a VAM score of 3.

www.AthlosJP.org email: info@AthlosJP.org

## 3 VAM TEACHER STIPEND AGREEMENT

web:

This 3 VAM TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2021 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Tammy Lightell, ("Employee"). The School and Employee are referred to collectively as the "Parties" and individually as a "Party."

### **AGRFFMFNT**

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:

- Term. Employee agrees to render those Services described in section 2 of this Ι. Agreement, for the period (the "Contract Term") commencing on July 26, 2021 and the Agreement shall terminate on May 26, 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 a one-time stipend of \$500 in November 2022, upon fulfillment of the services to be performed in Exhibit A.
- Expenses: Employee will not be reimbursed for any expenses incurred while 4. performing the Services unless expenses are pre-approved with 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 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

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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
  - 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 Tammy Lightell 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Parish Tammy Lightell 979 Behrman Hwy Terrytown, LA 70056 [ADDRESS]

- b. <u>Confidential.</u> 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. <u>Governing Law</u>. The validity, interpretation, enforceability, and performance of this Agreement shall be governed by the laws of the State of Louisiana.
- d. <u>Counterparts</u>. 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. In the event that 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:                            | EMPLOYEE:      |
|------------------------------------|----------------|
| Athlos Academy of Jefferson Parish | Tammy Lightell |
| By its Chief Executive Officer     |                |
|                                    |                |
| William Bressler                   |                |
| William Bressler, Ed.D.            |                |

# Exhibit A Scope of Services

Delegation of duties to the 3 VAM TEACHER include:

a) The teacher demonstrated highly effective with a VAM score of 3.

3 VAM TEACHER STIPEND AGREEMENT

web:

www.AthlosJP.org email: info@AthlosJP.org

This 3 VAM TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2021 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Michelle Rabb, ("Employee"). The School and Employee are referred to collectively as the "Parties" and individually as a "Party."

## **AGRFFMFNT**

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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract Term") commencing on July 26, 2021 and the Agreement shall terminate on May 26, 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 a one-time stipend of \$500 in November 2022, upon fulfillment of the services to be performed in Exhibit A.
- Expenses: Employee will not be reimbursed for any expenses incurred while 4. performing the Services unless expenses are pre-approved with 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 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

phone: (504) 290-2510 web: www.AthlosJP.org

www.AthlosJP.org email: info@AthlosJP.org

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
  - 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 Michelle Rabb 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. <u>Notices</u>. 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:

| <u>To School</u> :                                    | <u>To Employee</u> : |
|---|----------------------|
| Athlos Academy of Jefferson Parish<br>979 Behrman Hwy | Michelle Rabb        |
| Terrytown, LA 70056                                   | [ADDRESS]            |

- 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. <u>Counterparts</u>. 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. In the event that 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:                            | EMPLOYEE:     |
|------------------------------------|---------------|
| Athlos Academy of Jefferson Parish | Michelle Rabb |
| By its Chief Executive Officer     |               |
|                                    |               |
| William Bressler                   |               |
| William Bressler, Ed.D.            |               |

# Exhibit A Scope of Services

Delegation of duties to the 3 VAM TEACHER include:

a) The teacher demonstrated highly effective with a VAM score of 3.

3 VAM TEACHER STIPEND AGREEMENT

web:

www.AthlosJP.org email: info@AthlosJP.org

This 3 VAM TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2021 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Anthony Spano, ("Employee"). The School and Employee are referred to collectively as the "Parties" and individually as a "Party."

## **AGRFFMFNT**

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:

- Term. Employee agrees to render those Services described in section 2 of this Ι. Agreement, for the period (the "Contract Term") commencing on July 26, 2021 and the Agreement shall terminate on May 26, 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 a one-time stipend of \$500 in November 2022, upon fulfillment of the services to be performed in Exhibit A.
- Expenses: Employee will not be reimbursed for any expenses incurred while 4. performing the Services unless expenses are pre-approved with 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 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

web:

www.AthlosJP.org email: info@AthlosJP.org

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
  - 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 Anthony Spano 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Parish **Anthony Spano** 979 Behrman Hwy Terrytown, LA 70056 [ADDRESS]

- b. <u>Confidential.</u> 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. <u>Counterparts</u>. 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. In the event that 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:

ENADLOVEE.

| SCHOOL.                            | EIVIPLOYEE.   |
|------------------------------------|---------------|
| Athlos Academy of Jefferson Parish | Anthony Spano |
| By its Chief Executive Officer     |               |
|                                    |               |
| William Bressler                   |               |
| William Bressler, Ed.D.            |               |

CCLIOOL.

# Exhibit A Scope of Services

Delegation of duties to the 3 VAM TEACHER include:

a) The teacher demonstrated highly effective with a VAM score of 3.

October 12, 2022

## Dear Tamia Bennett,

We are pleased to offer you the position of Substitute with Athlos Academy of Jefferson Parish commencing on October 17, 2022, contingent upon successful completion of your background check and all new employee paperwork by start date, and 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 annually as a non-exempt employee, between your employment commencement date and May 26, 2023 (see the attached reporting calendar). While it is anticipated that you will be employed in this position until May 26, 2023 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 134 reporting days remaining from your start

## **PAYMENT**

You will be paid an hourly rate of \$13/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.

# BENEFITS [if full-time]

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, nondisclosure and non-compete agreement.

web:

(504) 290-2511

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,

Cheryl Martin, Principal

**Employee Signature** 

Executive Director

William Bressler

Oct 12, 2022

Chief Executive Officer

Date

Athlos Academy JEFFERSON PARISH

(504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org

## **TUTOR STIPEND AGREEMENT**

This TUTOR STIPEND AGREEMENT (the "Agreement") is made and entered into effective December 7, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Kyla Catchings, ("Employee"). The School and Employee are referred to collectively as the "Parties" and individually as a "Party."

### **AGRFFMFNT**

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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract Term") commencing on December 7, 2022 and the Agreement shall terminate on April 14, 2023.
- 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 a two-time stipend in February 2023 and April 2023, for the amount of \$50.00 per session upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 all other wages earned as an Athlos Academy of Jefferson Parish employee.
- 6. Indemnification. Employee shall indemnify School, and hold each of its officers, William Breggler 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
  - 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 William Broshfell 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 Kyla Catchings 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. <u>Notices</u>. 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:

| <u>To School</u> :                                    | To Employee:   |
|---|----------------|
| Athlos Academy of Jefferson Parish<br>979 Behrman Hwy | Kyla Catchings |
| Terrytown, LA 70056                                   | [ADDRESS]      |

- 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. <u>Counterparts</u>. 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.

William Bre@lesSeverability. 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. In the event that 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:

| Athlos Academy of Jefferson Parish<br>By its Chief Executive Officer | Kyla Catchings |
|--|----------------|
| •  |                |
| William Bressler   |                |
| William Bressler, Ed.D.  |                |

# Exhibit A Scope of Services

Delegation of duties to the Tutor include:

- a) Track student attendance
- b) Staff must report daily
- c) Administer pre- and post-assessments; Monitor student progress
- d) Teach lessons using provided instructional resources Complete lessons
- e) Attend 4 sessions per week and 60 minutes per session
- f) Attend orientation for tutors (online or in-person)

phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org

## TUTOR STIPEND AGREEMENT

This TUTOR STIPEND AGREEMENT (the "Agreement") is made and entered into effective December 7, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Erica Robert, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract Term") commencing on December 7, 2022 and the Agreement shall terminate on April 14, 2023.
- 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 a two-time stipend in February 2023 and April 2023, for the amount of \$50.00 per session upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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
  - 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 Erica Robert 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Parish Erica Robert 979 Behrman Hwy Terrytown, LA 70056 [ADDRESS]

- b. <u>Confidential.</u> 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. <u>Counterparts</u>. 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. In the event that 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:                            | EMPLOYEE:    |
|------------------------------------|--------------|
| Athlos Academy of Jefferson Parish | Erica Robert |
| By its Chief Executive Officer     |              |
|                                    |              |
| William Bressler                   |              |
| William Bressler, Ed.D.            |              |

# Exhibit A Scope of Services

Delegation of duties to the Tutor include:

- a) Track student attendance
- b) Staff must report daily
- c) Administer pre- and post-assessments; Monitor student progress
- d) Teach lessons using provided instructional resources Complete lessons
- e) Attend 4 sessions per week and 60 minutes per session
- f) Attend orientation for tutors (online or in-person)

Athlos Academy JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org

## **TUTOR STIPEND AGREEMENT**

This TUTOR STIPEND AGREEMENT (the "Agreement") is made and entered into effective December 7, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and La'Sheika Weatherspoon, ("Employee"). The School and Employee are referred to collectively as the "Parties" and individually as a "Party."

## **AGRFFMFNT**

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:

- Term. Employee agrees to render those Services described in section 2 of this Ι. Agreement, for the period (the "Contract Term") commencing on December 7, 2022 and the Agreement shall terminate on April 14, 2023.
- 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 a two-time stipend in February 2023 and April 2023, for the amount of \$50.00 per session upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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
  - 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 La'Sheika Weatherspoon 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: To Employee: Athlos Academy of Jefferson Parish La'Sheika Weatherspoon 979 Behrman Hwy Terrytown, LA 70056 [ADDRESS]

- 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. <u>Governing Law</u>. The validity, interpretation, enforceability, and performance of this Agreement shall be governed by the laws of the State of Louisiana.
- d. <u>Counterparts</u>. 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. <u>Cooperative Effort</u>. 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. In the event that 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:

ENADLOVEE.

| William Bressler, Ed.D.            |                        |
|------------------------------------|------------------------|
| William Bressler                   |                        |
| By its Chief Executive Officer     |                        |
| Athlos Academy of Jefferson Parish | La'Sheika Weatherspoor |
| SCHOOL.                            | EIVIPLOYEE.            |

CCLIOOL.

# Exhibit A Scope of Services

Delegation of duties to the Tutor include:

- a) Track student attendance
- b) Staff must report daily
- c) Administer pre- and post-assessments; Monitor student progress
- d) Teach lessons using provided instructional resources Complete lessons
- e) Attend 4 sessions per week and 60 minutes per session
- f) Attend orientation for tutors (online or in-person)

JEFFERSON PARISH

www.AthlosJP.org

email: info@AthlosJP.org

## **TUTOR STIPEND AGREEMENT**

This TUTOR STIPEND AGREEMENT (the "Agreement") is made and entered into effective December 7, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Melinda Hill, ("Employee"). The School and Employee are referred to collectively as the "Parties" and individually as a "Party."

### **AGRFFMFNT**

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:

- Term. Employee agrees to render those Services described in section 2 of this Ι. Agreement, for the period (the "Contract Term") commencing on December 7, 2022 and the Agreement shall terminate on April 14, 2023.
- 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 a two-time stipend in February 2023 and April 2023, for the amount of \$50.00 per session upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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
  - 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 Melinda Hill 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Parish Melinda Hill 979 Behrman Hwy Terrytown, LA 70056 [ADDRESS]

- b. <u>Confidential.</u> 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. <u>Governing Law</u>. The validity, interpretation, enforceability, and performance of this Agreement shall be governed by the laws of the State of Louisiana.
- d. <u>Counterparts</u>. 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. <u>Cooperative Effort</u>. 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. In the event that 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:                            | EMPLOYEE:    |
|------------------------------------|--------------|
| Athlos Academy of Jefferson Parish | Melinda Hill |
| By its Chief Executive Officer     |              |
|                                    |              |
| William Bressler                   |              |
| William Bressler, Ed.D.            |              |

# Exhibit A Scope of Services

Delegation of duties to the Tutor include:

- a) Track student attendance
- b) Staff must report daily
- c) Administer pre- and post-assessments; Monitor student progress
- d) Teach lessons using provided instructional resources Complete lessons
- e) Attend 4 sessions per week and 60 minutes per session
- f) Attend orientation for tutors (online or in-person)

Athlos Academy JEFFERSON PARISH

www.AthlosJP.org email: info@AthlosJP.org

## **TUTOR STIPEND AGREEMENT**

This TUTOR STIPEND AGREEMENT (the "Agreement") is made and entered into effective December 7, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Alana Noel, ("Employee"). The School and Employee are referred to collectively as the "Parties" and individually as a "Party."

### **AGRFFMFNT**

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:

- Term. Employee agrees to render those Services described in section 2 of this Ι. Agreement, for the period (the "Contract Term") commencing on December 7, 2022 and the Agreement shall terminate on April 14, 2023.
- 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 a one-time stipend on April 30<sup>th</sup>, 2023, for the amount of \$50.00 per session upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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
  - 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 Alana Noel 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Parish Alana Noel 979 Behrman Hwy Terrytown, LA 70056 [ADDRESS]

- b. <u>Confidential.</u> 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. <u>Governing Law</u>. The validity, interpretation, enforceability, and performance of this Agreement shall be governed by the laws of the State of Louisiana.
- d. <u>Counterparts</u>. 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. <u>Cooperative Effort</u>. 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. In the event that 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:                            | EMPLOYEE:  |
|------------------------------------|------------|
| Athlos Academy of Jefferson Parish | Alana Noel |
| By its Chief Executive Officer     |            |
|                                    |            |
| William Bressler                   |            |
| William Bressler, Ed.D.            |            |

# Exhibit A Scope of Services

Delegation of duties to the Tutor include:

- a) Track student attendance
- b) Staff must report daily
- c) Administer pre- and post-assessments; Monitor student progress
- d) Teach lessons using provided instructional resources Complete lessons
- e) Attend 4 sessions per week and 60 minutes per session
- f) Attend orientation for tutors (online or in-person)

## TUTOR STIPEND AGREEMENT

This TUTOR STIPEND AGREEMENT (the "Agreement") is made and entered into effective December 7, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Larry Bridges, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract Term") commencing on December 7, 2022 and the Agreement shall terminate on April 14, 2023.
- 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 a two-time stipend in February 2023 and April 2023, for the amount of \$50.00 per session upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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
  - 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 Larry Bridges 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. <u>Notices</u>. 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:                         | To Employee:  |
|------------------------------------|---------------|
| Athlos Academy of Jefferson Parish |               |
| 979 Behrman Hwy                    | Larry Bridges |
| Terrytown, LA 70056                | [ADDRESS]     |

- 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. <u>Governing Law</u>. The validity, interpretation, enforceability, and performance of this Agreement shall be governed by the laws of the State of Louisiana.
- d. <u>Counterparts</u>. 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. <u>Cooperative Effort</u>. 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. In the event that 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:                            | EMPLOYEE:     |
|------------------------------------|---------------|
| Athlos Academy of Jefferson Parish | Larry Bridges |
| By its Chief Executive Officer     |               |
|                                    |               |
| William Bressler                   |               |
| William Bressler, Ed.D.            |               |

# Exhibit A Scope of Services

Delegation of duties to the Tutor include:

- a) Track student attendance
- b) Staff must report daily
- c) Administer pre- and post-assessments; Monitor student progress
- d) Teach lessons using provided instructional resources Complete lessons
- e) Attend 4 sessions per week and 60 minutes per session
- f) Attend orientation for tutors (online or in-person)

Athlos Academy phone: (504) 290-2510 fax: (504) 290-2511 JEFFERSON PARISH www.AthlosJP.org email: info@AthlosJP.org

## **TUTOR STIPEND AGREEMENT**

This TUTOR STIPEND AGREEMENT (the "Agreement") is made and entered into effective December 7, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Felix Neal, ("Employee"). The School and Employee are referred to collectively as the "Parties" and individually as a "Party."

### **AGRFFMFNT**

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:

- Term. Employee agrees to render those Services described in section 2 of this Ι. Agreement, for the period (the "Contract Term") commencing on December 7, 2022 and the Agreement shall terminate on April 14, 2023.
- 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 a two-time stipend in February 2023 and April 2023, for the amount of \$50.00 per session upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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
  - 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 Felix Neal 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Parish Felix Neal 979 Behrman Hwy Terrytown, LA 70056 [ADDRESS]

- b. <u>Confidential.</u> 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. <u>Counterparts</u>. 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. In the event that 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:                            | EMPLOYEE:  |
|------------------------------------|------------|
| Athlos Academy of Jefferson Parish | Felix Neal |
| By its Chief Executive Officer     |            |
|                                    |            |
| William Bressler                   |            |
| William Bressler, Ed.D.            |            |

# Exhibit A Scope of Services

Delegation of duties to the Tutor include:

- a) Track student attendance
- b) Staff must report daily
- c) Administer pre- and post-assessments; Monitor student progress
- d) Teach lessons using provided instructional resources Complete lessons
- e) Attend 4 sessions per week and 60 minutes per session
- f) Attend orientation for tutors (online or in-person)

Athlos Academy JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org

## **TUTOR STIPEND AGREEMENT**

This TUTOR STIPEND AGREEMENT (the "Agreement") is made and entered into effective December 7, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Zana Payne, ("Employee"). The School and Employee are referred to collectively as the "Parties" and individually as a "Party."

### **AGRFFMFNT**

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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract Term") commencing on December 7, 2022 and the Agreement shall terminate on April 14, 2023.
- 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 a two-time stipend in February 2023 and April 2023, for the amount of \$50.00 per session upon fulfillment of the services to be performed in Exhibit A.
- Expenses: Employee will not be reimbursed for any expenses incurred while 4. performing the Services unless expenses are pre-approved with 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 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
  - 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 Zana Payne 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. <u>Notices</u>. 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:

| <u>To School</u> :                 | To Employee: |
|------------------------------------|--------------|
| Athlos Academy of Jefferson Parish |              |
| 979 Behrman Hwy                    | Zana Payne   |
| Terrytown, LA 70056                | [ADDRESS]    |

- 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. <u>Counterparts</u>. 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. In the event that 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:                            | EMPLOYEE:  |
|------------------------------------|------------|
| Athlos Academy of Jefferson Parish | Zana Payne |
| By its Chief Executive Officer     | ·          |
|                                    |            |
|                                    |            |
| William Bressler                   |            |
| William Bressler, Ed.D.            |            |

# Exhibit A Scope of Services

Delegation of duties to the Tutor include:

- a) Track student attendance
- b) Staff must report daily
- c) Administer pre- and post-assessments; Monitor student progress
- d) Teach lessons using provided instructional resources Complete lessons
- e) Attend 4 sessions per week and 60 minutes per session
- f) Attend orientation for tutors (online or in-person)

Athlos Academy JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org

## **TUTOR STIPEND AGREEMENT**

This TUTOR STIPEND AGREEMENT (the "Agreement") is made and entered into effective December 7, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Mia Crosby-Kindell, ("Employee"). The School and Employee are referred to collectively as the "Parties" and individually as a "Party."

### **AGRFFMFNT**

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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract Term") commencing on December 7, 2022 and the Agreement shall terminate on April 14, 2023.
- 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 a two-time stipend in February 2023 and April 2023, for the amount of \$50.00 per session upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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
  - 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 Mia Crosby-Kindell 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Parish Mia Crosby-Kindell 979 Behrman Hwy Terrytown, LA 70056 [ADDRESS]

- b. <u>Confidential.</u> 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. <u>Counterparts</u>. 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. In the event that 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:                            | EMPLOYEE:         |
|------------------------------------|-------------------|
| Athlos Academy of Jefferson Parish | Mia Crosby-Kindel |
| By its Chief Executive Officer     |                   |
| William Bressler                   |                   |
| William Bressler, Ed.D.            |                   |

# Exhibit A Scope of Services

Delegation of duties to the Tutor include:

- a) Track student attendance
- b) Staff must report daily
- c) Administer pre- and post-assessments; Monitor student progress
- d) Teach lessons using provided instructional resources Complete lessons
- e) Attend 4 sessions per week and 60 minutes per session
- f) Attend orientation for tutors (online or in-person)

Athlos Academy JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.ora email: info@AthlosJP.org

## LEAD TUTOR STIPEND AGREEMENT

This LEAD TUTOR STIPEND AGREEMENT (the "Agreement") is made and entered into effective December 7, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Michelle Rabb, ("Employee"). The School and Employee are referred to collectively as the "Parties" and individually as a "Party."

### **AGRFFMFNT**

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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract Term") commencing on December 7, 2022 and the Agreement shall terminate on April 14, 2023.
- 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 a two-time stipend in February 2023 and April 2023, for the amount of \$60.00 per session upon fulfillment of the services to be performed in Exhibit A.
- Expenses: Employee will not be reimbursed for any expenses incurred while 4. performing the Services unless expenses are pre-approved with 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 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
  - 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 Michelle Rabb 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. <u>Notices</u>. 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:

| <u>To School</u> :                                    | <u>To Employee</u> : |
|---|----------------------|
| Athlos Academy of Jefferson Parish<br>979 Behrman Hwy | Michelle Rabb        |
| Terrytown, LA 70056                                   | [ADDRESS]            |

- 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. <u>Counterparts</u>. 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. In the event that 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:                            | EMPLOYEE:     |
|------------------------------------|---------------|
| Athlos Academy of Jefferson Parish | Michelle Rabb |
| By its Chief Executive Officer     |               |
|                                    |               |
| William Bressler                   |               |
| William Bressler, Ed.D.            |               |

## **Exhibit A Scope of Services**

Delegation of duties to the Lead Tutor include:

- a) Maintain staff attendance
- b) Monitor student attendance
- c) Monitor staff record keeping
- d) Submit weekly reports on student attendance
- e) Submit monthly reports on student progress
- f) Manage student discipline in accordance with current AAJP discipline expectations
- g) Attend check in meeting with administration
- h) Track student attendance
- Staff must report daily
- j) Administer pre- and post-assessments; Monitor student progress
- k) Teach lessons using provided instructional resources; Complete lessons
- Attend 4 sessions per week and 60 minutes per session
- m) Attend orientation for tutors (online or in-person)

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(504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org

## SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Ally Adams, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract Term") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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

Athlos Academy
JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 web: www.AthlosJP.org email: info@AthlosJP.org

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
  - 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 Ally Adams 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Ally Adams Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Severability.</u> 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. In the event that 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:                            | EMPLOYEE:  |
|------------------------------------|------------|
| Athlos Academy of Jefferson Parish | Ally Adams |
| By its Chief Executive Officer     |            |
| •                                  |            |
|                                    |            |
| William Bressler                   |            |
| William Bressler, Ed.D.            |            |

# Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

## SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Maria Alvarado, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract Term") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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.

Athlos Academy
JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 web: www.AthlosJP.org email: info@AthlosJP.org

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
  - 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 Maria Alvarado 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Maria Alvarado Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Counterparts</u>. 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. <u>Waiver</u>. 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. In the event that 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.
- 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:                            | EMPLOYEE:      |
|------------------------------------|----------------|
| Athlos Academy of Jefferson Parish | Maria Alvarado |
| By its Chief Executive Officer     |                |
|                                    |                |
| William Bressler                   |                |
| William Bressler Ed D              |                |

Athlos Jefferson Parish - AAJP Board Meeting - Agenda - Wednesday January 4, 2023 at 6:00 PM phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org web:

# Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

## SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Amelia Atkins, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract Term") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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.

Athlos Academy JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org

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.

- Proprietary and Confidential Information. In the event it becomes necessary for 8. 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
  - 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 Amelia Atkins 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Amelia Atkins Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Counterparts</u>. 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. <u>Waiver</u>. 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. In the event that 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.
- 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:                            | EMPLOYEE:     |
|------------------------------------|---------------|
| Athlos Academy of Jefferson Parish | Amelia Atkins |
| By its Chief Executive Officer     |               |
|                                    |               |
| William Bressler                   |               |
| William Bressler, Ed.D.            |               |

Athlos Jefferson Parish - AAJP Board Meeting - Agenda - Wednesday January 4, 2023 at 6:00 PM phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org web:

## Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

## SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Trelles Berry, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract Term") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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.

Athlos Academy
JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 web: www.AthlosJP.org email: info@AthlosJP.org

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
  - 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 Trelles Berry 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Trelles Berry Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Counterparts</u>. 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. <u>Cooperative</u> <u>Effort</u>. 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. <u>Waiver</u>. 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. In the event that 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.
- 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:                            | EMPLOYEE:     |
|------------------------------------|---------------|
| Athlos Academy of Jefferson Parish | Trelles Berry |
| By its Chief Executive Officer     |               |
|                                    |               |
| William Bressler                   |               |
| William Bressler, Ed.D.            |               |

Athlos Jefferson Parish - AAJP Board Meeting - Agenda - Wednesday January 4, 2023 at 6:00 PM phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org web:

## Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

JEFFERSON PARISH

(504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org

## SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Donald Berryhill, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract Term") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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
  - 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 Donald Berryhill 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Donald Berryhill Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Cooperative</u> <u>Effort</u>. 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. In the event that 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:

| William Bressler, Ed.D.            |                  |
|------------------------------------|------------------|
| William Bressler                   |                  |
| By its Chief Executive Officer     |                  |
| Athlos Academy of Jefferson Parish | Donald Berryhill |
| SCHOOL:                            | EMPLOYEE:        |

# Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

JEFFERSON PARISH

www.AthlosJP.org

(504) 290-2511

email: info@AthlosJP.org

## SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Janice Blunt, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term*") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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
  - 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 Janice Blunt 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Janice Blunt Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Cooperative</u> <u>Effort</u>. 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. In the event that 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:

ENADLOVEE.

| SCHOOL.                            | EIVIPLOTEE.  |
|------------------------------------|--------------|
| Athlos Academy of Jefferson Parish | Janice Blunt |
| By its Chief Executive Officer     |              |
|                                    |              |
| William Bressler                   |              |
| William Bressler, Ed.D.            |              |

CCLIOOL.

# Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

JEFFERSON PARISH

www.AthlosJP.org

(504) 290-2511

email: info@AthlosJP.org

## SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Diamond Boutte, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term*") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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

Athlos Academy
JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 web: www.AthlosJP.org email: info@AthlosJP.org

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
  - 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 Diamond Boutte 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Diamond Boutte Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Cooperative</u> <u>Effort</u>. 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. <u>Waiver</u>. 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. In the event that 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:                            | EMPLOYEE:      |
|------------------------------------|----------------|
| Athlos Academy of Jefferson Parish | Diamond Boutte |
| By its Chief Executive Officer     |                |
|                                    |                |
| William Bressler                   |                |
| William Bressler, Ed.D.            |                |

Athlos Jefferson Parish - AAJP Board Meeting - Agenda - Wednesday January 4, 2023 at 6:00 PM phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org web:

## Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

JEFFERSON PARISH

www.AthlosJP.org

email: info@AthlosJP.org

# SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Kanishia Carey, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term*") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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

Athlos Academy

JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 web: www.AthlosJP.org email: info@AthlosJP.org

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
  - 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 Kanishia Carey 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Kanishia Carey Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Cooperative</u> <u>Effort</u>. 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. In the event that 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:  | EMPLOYEE:      |
|--|----------------|
| Athlos Academy of Jefferson Parish<br>By its Chief Executive Officer | Kanishia Carey |
|  |                |
| William Bressler   |                |
| William Bressler, Ed.D.  |                |

Athlos Jefferson Parish - AAJP Board Meeting - Agenda - Wednesday January 4, 2023 at 6:00 PM phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org web:

## Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

JEFFERSON PARISH

### SIGN-ON TEACHER STIPEND AGREEMENT

www.AthlosJP.org

email: info@AthlosJP.org

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Kyla Catchings, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term*") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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

Athlos Academy
JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 web: www.AthlosJP.org email: info@AthlosJP.org

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
  - 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 Kyla Catchings 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Kyla Catchings Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Cooperative</u> <u>Effort</u>. 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. <u>Waiver</u>. 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. In the event that 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:                            | EMPLOYEE:      |
|------------------------------------|----------------|
| Athlos Academy of Jefferson Parish | Kyla Catchings |
| By its Chief Executive Officer     |                |
|                                    |                |
| William Bressler                   |                |
| William Bressler, Ed.D.            |                |

## Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

JEFFERSON PARISH

www.AthlosJP.org

(504) 290-2511 email: info@AthlosJP.org

### SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Lilian Colar, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term*") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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

Athlos Academy
JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 web: www.AthlosJP.org email: info@AthlosJP.org

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
  - 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 Lilian Colar 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Lilian Colar Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Cooperative</u> <u>Effort</u>. 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. <u>Waiver</u>. 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. In the event that 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:                            | EMPLOYEE:    |
|------------------------------------|--------------|
| Athlos Academy of Jefferson Parish | Lilian Colar |
| By its Chief Executive Officer     |              |
|                                    |              |
| William Bressler                   |              |
| William Bressler, Ed.D.            |              |

## Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

JEFFERSON PARISH

www.AthlosJP.org email: info@AthlosJP.org

### SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Devain Cotton, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term*") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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
  - 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 Devain Cotton 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson **Devain Cotton** Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Cooperative</u> <u>Effort</u>. 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. In the event that 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:

| William Bressler, Ed.D.  |               |
|--|---------------|
| William Bressler   |               |
| Athlos Academy of Jefferson Parish<br>By its Chief Executive Officer | Devain Cotton |
| SCHOOL:  | EMPLOYEE:     |

## Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

JEFFERSON PARISH

www.AthlosJP.org email: info@AthlosJP.org

### SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Alexis Deihl, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term*") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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

Athlos Academy
JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 web: www.AthlosJP.org email: info@AthlosJP.org

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
  - 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 Alexis Deihl 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Alexis Deihl Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Cooperative</u> <u>Effort</u>. 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. <u>Waiver</u>. 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. In the event that 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:                            | EMPLOYEE:    |
|------------------------------------|--------------|
| Athlos Academy of Jefferson Parish | Alexis Deihl |
| By its Chief Executive Officer     |              |
|                                    |              |
| William Bressler                   |              |
| William Bressler, Ed.D.            |              |

## Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

JEFFERSON PARISH

www.AthlosJP.org email: info@AthlosJP.org

### SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Pepper Dupont, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term*") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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
  - 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 Pepper Dupont 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Pepper Dupont Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Cooperative</u> <u>Effort</u>. 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. <u>Waiver</u>. 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. In the event that 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:                            | EMPLOYEE:     |
|------------------------------------|---------------|
| Athlos Academy of Jefferson Parish | Pepper Dupont |
| By its Chief Executive Officer     |               |
|                                    |               |
| William Bressler                   |               |
| William Bressler, Ed.D.            |               |

## Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

JEFFERSON PARISH

(504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org

### SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Mirian Fuentes, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term*") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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

Athlos Academy
JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 web: www.AthlosJP.org email: info@AthlosJP.org

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
  - 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 Mirian Fuentes 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Mirian Fuentes Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Cooperative</u> <u>Effort</u>. 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. <u>Waiver</u>. 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. In the event that 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:                            | EMPLOYEE:      |
|------------------------------------|----------------|
| Athlos Academy of Jefferson Parish | Mirian Fuentes |
| By its Chief Executive Officer     |                |
|                                    |                |
| William Bressler                   |                |
| William Bressler, Ed.D.            |                |

## Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

JEFFERSON PARISH

SIGN-ON TEACHER STIPEND AGREEMENT

www.AthlosJP.org

email: info@AthlosJP.org

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Mary Galatas, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term*") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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
  - 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 Mary Galatas 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Mary Galatas Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Cooperative</u> <u>Effort</u>. 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. <u>Waiver</u>. 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. In the event that 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:                            | EMPLOYEE:    |
|------------------------------------|--------------|
| Athlos Academy of Jefferson Parish | Mary Galatas |
| By its Chief Executive Officer     |              |
|                                    |              |
| William Bressler                   |              |
| William Bressler, Ed.D.            |              |

# Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

JEFFERSON PARISH

SIGN-ON TEACHER STIPEND AGREEMENT

www.AthlosJP.org

email: info@AthlosJP.org

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Demeredith Griffin, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term*") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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

Athlos Academy
JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 web: www.AthlosJP.org email: info@AthlosJP.org

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
  - 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 Demeredith Griffin 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Demeredith Griffin Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Cooperative</u> <u>Effort</u>. 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. <u>Waiver</u>. 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. In the event that 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:                            | EMPLOYEE:          |
|------------------------------------|--------------------|
| Athlos Academy of Jefferson Parish | Demeredith Griffin |
| By its Chief Executive Officer     |                    |
|                                    |                    |
| William Bressler                   |                    |
| William Bressler, Ed.D.            |                    |

# Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

JEFFERSON PARISH

www.AthlosJP.org

(504) 290-2511

email: info@AthlosJP.org

### SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Edwin Harrison, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term*") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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
  - 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 Edwin Harrison 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson **Edwin Harrison** Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Cooperative</u> <u>Effort</u>. 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. In the event that 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:

| William Bressler, Ed.D.            |                  |
|------------------------------------|------------------|
| William Bressler                   |                  |
| By its Chief Executive Officer     | LUWIITTIAITISUIT |
| Athlos Academy of Jefferson Parish | Edwin Harrison   |
| SCHOOL:                            | EMPLOYEE:        |

# Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

JEFFERSON PARISH

www.AthlosJP.org

email: info@AthlosJP.org

### SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Melinda Hill, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term*") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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

Athlos Academy
JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 web: www.AthlosJP.org email: info@AthlosJP.org

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
  - 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 Melinda Hill 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Melinda Hill Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Cooperative</u> <u>Effort</u>. 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. <u>Waiver</u>. 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. In the event that 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:                            | EMPLOYEE:    |
|------------------------------------|--------------|
| Athlos Academy of Jefferson Parish | Melinda Hill |
| By its Chief Executive Officer     |              |
|                                    |              |
| William Bressler                   |              |
| William Bressler, Ed.D.            |              |

# Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

JEFFERSON PARISH

(504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org

### SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Nancy Hufft, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term*") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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
  - 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 Nancy Hufft 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Nancy Hufft Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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. <u>Cooperative</u> <u>Effort</u>. 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. <u>Waiver</u>. 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. In the event that 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:

| Athlos Academy of Jefferson Parish | EMPLOYEE:  Nancy Hufft |
|------------------------------------|------------------------|
| By its Chief Executive Officer     |                        |
| William Bressler                   |                        |
| William Bressler, Ed.D.            |                        |

Athlos Jefferson Parish - AAJP Board Meeting - Agenda - Wednesday January 4, 2023 at 6:00 PM phone: (504) 290-2510 fax: (504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org web:

# Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

JEFFERSON PARISH

(504) 290-2511 www.AthlosJP.org email: info@AthlosJP.org

### SIGN-ON TEACHER STIPEND AGREEMENT

This SIGN-ON TEACHER STIPEND AGREEMENT (the "Agreement") is made and entered into effective July 26, 2022 (the "Effective Date"), by and between Athlos Academy of Jefferson Parish, ("School"), and Colby Hurst, ("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:

- Ι. Term. Employee agrees to render those Services described in section 2 of this Agreement, for the period (the "Contract *Term*") commencing on July 26, 2022 and the Agreement shall terminate on May 26, 2023.
- 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 a one-time stipend of \$1,000 in November, upon fulfillment of the services to be performed in Exhibit A.
- 4. Expenses: Employee will not be reimbursed for any expenses incurred while performing the Services unless expenses are pre-approved with 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 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

Athlos Academy
JEFFERSON PARISH

phone: (504) 290-2510 fax: (504) 290-2511 web: www.AthlosJP.org email: info@AthlosJP.org

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
  - 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 Colby Hurst 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. <u>Notices</u>. 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: To Employee: Athlos Academy of Jefferson Colby Hurst Parish [ADDRESS] 979 Behrman Hwy

Terrytown, LA 70056

- b. <u>Confidential.</u> 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.
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- 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. <u>Cooperative</u> <u>Effort</u>. 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. <u>Waiver</u>. 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.
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The Parties have duly executed this Agreement voluntarily as of the date first written above:

| SCHOOL:                            | EMPLOYEE:   |
|------------------------------------|-------------|
| Athlos Academy of Jefferson Parish | Colby Hurst |
| By its Chief Executive Officer     |             |
|                                    |             |
| William Bressler                   |             |
| William Bressler, Ed.D.            |             |

# Exhibit A Scope of Services

Delegation of duties to the Sign-On Teacher, to include:

a) Work as a teacher at Athlos Academy of Jefferson Parish throughout the 2022-2023 school year

# Coversheet

# **CEO** Report

**Section:** IV. Administrative Reports

Item: B. CEO Report

Purpose: FYI

Submitted by:

Related Material: AAJP 1\_4\_2023.docx



# Superintendent's Report

### January 4, 2023

### **December Scorecard Data:**

The Average Fund Balance: \$3,136,673

The average day's cash: 76

Substitute Use: 52 Parent Complaints: 5 Withdraws: 13

Withdraws: 13 New Students: 15

Current Enrollment: 1104 Enrollment Trends:

|                                    | K   | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | Total |
|------------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|
| Total EOY Enrollment for 21-22 SY: | 109 | 111 | 143 | 137 | 130 | 133 | 132 | 128 | 99  | 1122  |
| Current Enrollment for 22-23 SY:   | 89  | 119 | 131 | 138 | 134 | 110 | 133 | 129 | 121 | 1093  |
| Variance                           | -20 | 8   | -12 | 1   | 4   | -23 | 1   | 1   | 22  |       |

**YTD Persistence Rate: 95%** (Goal 95%), **YTD Conversion Rate:** 80% (Goal 50%)**}** 

2023-2024 New Enrollment: 39

- Re-enrollment opened on January 3<sup>rd</sup>.
- Enrollment lottery scheduled for February 1<sup>st</sup>.

Employee Departures: 6 Employee Complaints: 1

# **December Compliance Issues:**

The state authorizer issued a notice to revise our AFR.

Tom will discuss the audit progress.

# **December Operations Report:**

We are still working to repair the electrical damage brought on by the weather event. The key fobs are not working, so the main entry door and entry to the portables will be manual.

### **December Innovative Work:**

Revised teacher salary schedule. Teacher Contract update.

# **December Academics Report:**

Executive Director's report.



There are 15 weeks (66 instructional days left before LEAP testing). Every instructional minute counts. All teachers must follow the pacing guide for their grade level or content. Continue to introduce and practice Online Testing Tools.

After-school tutoring started for  $3^{rd}$  – 8th-grade students - four one-hour weekly sessions from December 5th through April  $14^{th}$ , 12 math and ELA teacher tutors (two per grade level), highly qualified, highly effective grade-level teachers.

Incentivizing parents to participate in the Steve Carter Tutoring Program.

Incentivizing VAM 3 and 4 Teachers.

PD for teachers to learn the state accountability and assessment process to make data-informed decisions for academic achievement and professional performance improvements.

Teacher training on assessment guide standards - Emphasis on High-weighted Assessment Standards (e.g., Type I).

Curriculum map alignment with LEAP assessment.

Focus on Full Academic Year (FAY) students.

Teach across the curriculum initiative.

Increased student computer time to practice typing and motor skills.

Incentives for daily teacher attendance.

The Leadership Team will begin pulling intervention groups to support as many students as possible. Each team member will work with a small group of students.

### **December General Information:**

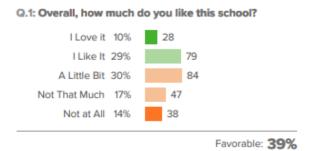
Internal PTO audit results.

Our next Coffee & Chat is this Thursday, January 20th. We will be sharing the school's action plan based on the parent survey results.

Over the next few weeks, the Leadership Team will review the student Panorama survey results, create action plans, and share results with staff and parents.

This year's results are presented in two grade bands, 3-5 and 6-8. There were 264 3rd-5th respondents and 280 6th-8<sup>th</sup>-grade respondents.

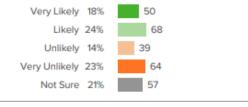
### 3<sup>rd</sup> through 5<sup>th</sup>



Powered by BoardOnTrack

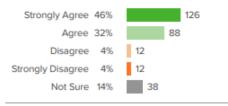


# Q.2: How likely are you to encourage a friend to come to Athlos Academy?



Favorable: 53%

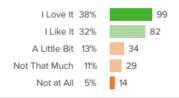
# Q.1: I believe that Athletic Movement class is important for my overall health and athleticism.



Favorable: 90%

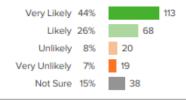
### 6th through 8th

#### Q.1: Overall, how much do you like this school?



Favorable: 70%

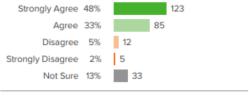
# Q.2: How likely are you to encourage a friend to come to Athlos Academy?



Favorable: 82%



# Q.1: I believe that Athletic Movement class is important for my overall health and athleticism.



Favorable: 92%

# **December Marketing Report:**

December Triton News: https://mailchi.mp/athlosjp.org/triton-news-december-11569294

This is sent to all families and staff, which is 1,230 recipients.

This content can also be found on the website and will be shared on social media.

- Website: Athlos Academy of Jefferson Parish: A tuition-free, public charter school (athlosip.org)
- Facebook: <u>Athlos Academy Jefferson Parish | Terrytown LA | Facebook</u> (2,600 likes and 2,700 followers)
- Instagram: Athlos Jefferson Parish (@athlosjp) Instagram photos and videos (560 followers)

Nine Facebook ads in 90 days reached 7,542, engaged 1,981, and resulted in 670 landing page views and 40 event responses for AAJP.

Achieved a cost-per-click result average of \$0.71 for Jefferson Parish's 2022 Open Enrollment social media campaign.

# Coversheet

# **Public Comment**

Section: V. Board Training Item: A. Public Comment

Purpose: FYI

Submitted by:

Related Material: Board Training\_AAJP\_Public Comment\_2023.pdf



# Public Comment

# and Input

Athlos Academy of Jefferson Parish | January 2023





# Express Opinions Give Input Provide Feedback



## Possible Scenarios

Speaker continues to speak past their allotted time.

Speaker questions the board and wants answers.

A classroom situation is brought up and names of students are being shared.

Other members of the public chime in on comments being made.







## Policy 2006 - Public Comment





"The Governing Board of Athlos Academy of Jefferson Parish and each of its committees shall allow for public comment at all open meetings."

AAJP Policy 2006



"A general public comment period shall be a standing item on the published Board Meeting agenda."

"Additional public comment periods shall be called for prior to each action item and each procedural vote."





# Members of the public wishing to speak shall indicate his/her intent in writing.

A Speakers Sheet shall be present and available to the public at all open meetings.

Members of the public wishing to speak must complete the Speakers Sheet before the meeting is called to order.

Members of the public wishing to speak must indicate on the Speakers Sheet whether they intend to speak during the general public comment section and what topic they will speak on, or whether they intend to speak regarding a specific action item on the agenda.



The Board Chair or his designee shall call on members of the public to speak in the order in which they appear on the sign-in sheet for each agenda item.

Each speaker shall be limited to 3 minutes.

Any speaker making defamatory, belligerent, or accusatory comments may be denied his/her 3 minutes of speaking time.

Any member of the public who is continually disruptive shall be asked to leave the meeting.





Board Colleagues

School Leader(s)

Homecourt

Parents

School Staff

Vendors



### Possible Scenarios

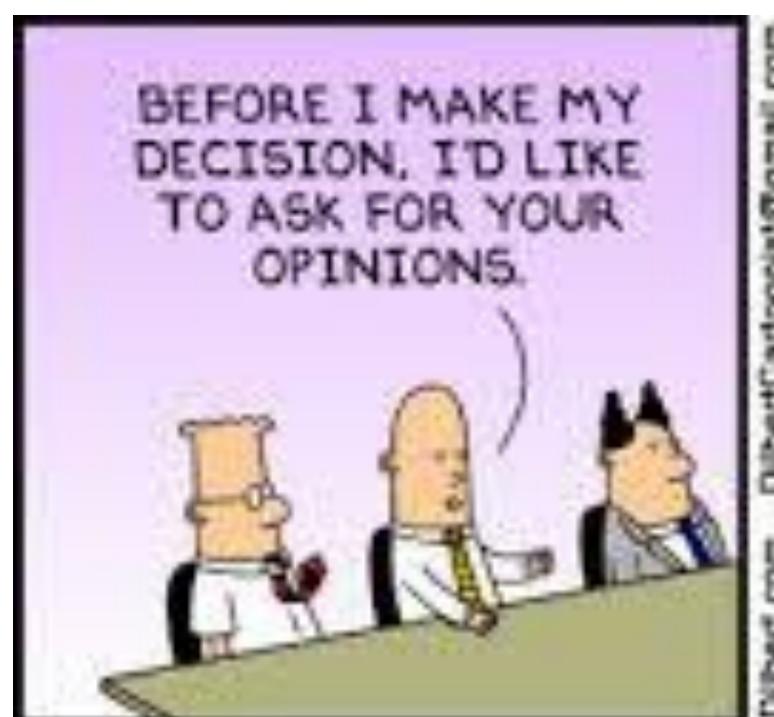
Speaker continues to speak past their allotted time.

Speaker questions the board and wants answers.

A classroom situation is brought up and names of students are being shared.

Other members of the public chime in on comments being made.













### Jill Turgeon

School Governance Coordinator Athlos Academies Boise, ID

### Coversheet

### Salary Schedule

Section: VIII. Action Items (public comment must be had immediately before each

action item vote)

Item: A. Salary Schedule

Purpose: Vote

Submitted by:

Related Material: AAJP 2023-24\_Teacher\_Salary\_Schedule.xlsx

### **Notice**

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. <u>Adobe Reader</u>:

AAJP 2023-24\_Teacher\_Salary\_Schedule.xlsx

### Coversheet

### Pupil Progression Plan

Section: VIII. Action Items (public comment must be had immediately before each

action item vote)

Item: B. Pupil Progression Plan

Purpose: Vote

Submitted by:

**Related Material:** 2022-2023-pupil-progression-plan-addendum\_AAJP (2).pdf



### 2022-2023 Pupil Progression Plan Addendum

At the October 2022 Board of Elementary and Secondary Education meeting an update to Bulletin 1566 was approved. It was published in the Louisiana Register on November 10, on notice of intent, and will be updated in Bulletin 1566 in February 2023. The approved change has an immediate effect on the previously adopted 2022-2023 Pupil Progression Plan.

School systems are asked to provide the below addendum to their Board for approval. The assurance should be submitted to <a href="mailto:ppp@la.gov">ppp@la.gov</a> by January 31, 2023.

### Literacy Support Standard for Grades 3 and 4

Beginning with the 2022-2023 school year, and continuing through the summer following the 2023-2024 school year, any student enrolled in third or fourth grade and scoring below grade-level on the end-of-the-year LDOE-approved literacy assessment shall receive a minimum of 30 hours of explicit literacy instruction inclusive of targeted interventions during the summer as set forth in §705 of BESE Bulletin 1566. The literacy instruction shall be based on the science of reading.

- No tuition or fees can be charged for the attendance of an eligible student, and transportation must be offered.
- Summer learning shall be provided by an LDOE-approved tutoring vendor or by a teacher who is enrolled in or
  has completed the required foundational literacy skills course required per LAC 28:CXV.509 and who has
  achieved a rating of "effective: proficient" or greater on the most recent evaluation.
- Students not participating in the required summer literacy interventions may be retained in the grade level
  during the subsequent school year. Such retention shall be included in each local pupil progression plan. A
  student qualifying for summer literacy interventions who fails to participate in the program but scored Basic or
  higher on the ELA portion of the most recent LEAP assessment may be promoted to the next grade level.
- The LEA may waive the state policy for students scoring below grade-level on the end-of-the-year LDOE-approved literacy assessment for students with an IEP at the discretion of the IEP team.
- Prior to retaining a student pursuant to this Section, a meeting of the SBLC committee may be called by the school or parent to determine whether retention or another option for additional student support is in the best interest of the student.



### 2022-2023 Pupil Progression Plan Addendum

### **LEA** assurances and submission information

| Assurance is hereby made to the Lo  | uisiana Department of Education that the (insert name of LEA) |
|---|---|
|   | 2022-2023 Pupil Progression Plan has beer                     |
| amended to reflect the aforementioned addendum titled Literacy Support Standard for Grades 3 and 4. If any local policy outlined in this plan conflicts with federal or state laws or regulations, I understand that federal and state laws and regulations shall supersede the local policy. |   |
| Date amended policy approved by local se  | chool board or governing authority:                           |
| Superintendent  | Board President   |