

# Academy of Collaborative Education

## Board Meeting

Published on June 26, 2025 at 12:02 PM CDT

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### Date and Time

Monday June 30, 2025 at 3:30 PM CDT

### Location

Academy of Collaborative Education  
505 Glenmar Ave.  
Monroe, LA 71201

Amy Marcus is inviting you to a scheduled Zoom meeting.

Topic: ACE Board Meeting

Time: This is a recurring meeting. Meet anytime

Join Zoom Meeting

<https://us06web.zoom.us/j/86737566368>

Meeting ID: 867 3756 6368

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One tap mobile

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- +1 719 359 4580 US
- +1 720 707 2699 US (Denver)
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 669 444 9171 US
- +1 689 278 1000 US

Meeting ID: 867 3756 6368

Find your local number: <https://us06web.zoom.us/j/ksFZV05P9>

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Pursuant to the Louisiana Open Meetings Law - La. R.S. 42:19, notice is hereby given to the members of the Board of Directors of Academy of Collaborative Education and the general public that the Board will hold a regular, special, or rescheduled meeting, open to the public as specified below. To ensure compliance with the Open Meetings Law, recipients of this message should not forward it to other Board members, and Board members should not reply to this message.

***In accordance with La. R.S. 42:17.2, this board meeting will be held virtually. Members of the public can access it through the link referenced on the website. The meeting's anchor location will be the Academy for Collaborative Education, 505 Glenmar Ave, Monroe, LA 71201.***

Any individual who wishes to make a public comment on one or more agenda items but cannot attend the meeting must submit their comment to [boardchair@aceforasd.org](mailto:boardchair@aceforasd.org) at least 24 hours before the board meeting. The comment should include the individual's full name and the name of the agenda item on which they are commenting.

During the board meeting, once the Board President/Chair calls for public comment on a specific agenda item and recognizes the speaker, the individual wishing to make an in-person public comment on an agenda item should be prepared to speak for no longer than 3 minutes. Before commencing with their public comment, the individual must state their full name.

The names of all individuals submitting public comments in person and via email shall be recorded in the meeting minutes.

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## Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>3:30 PM</b>
<b>A.</b> Record Attendance		Holly Allen	2 m
President requests Secretary record attendance of board members and guest participants.			
<b>B.</b> Call the Meeting to Order		Amy Marcus	1 m
President, or President's designated officer, calls meeting to order.			
<b>C.</b> Approve May 21st Minutes	Approve Minutes	Amy Marcus	2 m
<b>D.</b> Approval of June 30th Meeting Agenda	Vote	Amy Marcus	1 m
Approval of June 30th Meeting Agenda as presented.			
<b>II. Reports</b>			<b>3:36 PM</b>
<b>A.</b> Executive Director Report	Discuss	Joellen Freeman	15 m
The Executive Director presents:			
1) SY25-26 OT Contract			
2) FY26 (SY25-26) Operational Budget is			
presented to the full board of directors formally for the second time.			
3) Sixth-grade Expansion Project Bid Acceptance			
<b>III. Action Items</b>			<b>3:51 PM</b>
<b>A.</b> FY26 Budget Vote	Vote	Amy Marcus	5 m
<b>B.</b> SY25-26 OT Contract Vote	Vote	Amy Marcus	5 m
<b>C.</b> Sixth-Grade Expansion Bid Acceptance	Vote	Amy Marcus	5 m
<b>IV. Other/Old Business</b>			
Our next regularly scheduled board meeting will be held August 20th at 3:30.			
<b>V. Closing Items</b>			<b>4:06 PM</b>

	Purpose	Presenter	Time
<b>A.</b> Adjourn Meeting	Vote	Amy Marcus	1 m

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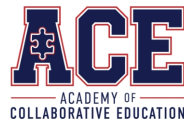
In accordance with the Americans with Disabilities Act, if you need special assistance at a public meeting of Academy of Collaborative Education, please contact Joellen Freeman at [jcfreeman@aceforasd.org](mailto:jcfreeman@aceforasd.org) describing the assistance that is necessary.

# Coversheet

## Approve May 21st Minutes

<b>Section:</b>	I. Opening Items
<b>Item:</b>	C. Approve May 21st Minutes
<b>Purpose:</b>	Approve Minutes
<b>Submitted by:</b>	
<b>Related Material:</b>	Minutes for Board Meeting on May 21, 2025

APPROVED



# Academy of Collaborative Education

## Minutes

### Board Meeting

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#### Date and Time

Wednesday May 21, 2025 at 3:30 PM

#### Location

The Center for Children and Families, Inc.  
622 Riverside Dr.  
Monroe, LA 71201

Amy Marcus is inviting you to a scheduled Zoom meeting.

Topic: ACE Board Meeting

Time: This is a recurring meeting. Meet anytime

Join Zoom Meeting

<https://us06web.zoom.us/j/86737566368>

Meeting ID: 867 3756 6368

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Meeting ID: 867 3756 6368

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**In accordance with La. R.S. 42:17.2, this board meeting will be held virtually. Members of the public can access it through the link on the website. The anchor location for the meeting will be The Center for Children and Families, Inc., located at 622 Riverside Dr., Monroe, LA 71201.**

Any individual who wishes to make a public comment on one or more items on the agenda, but cannot attend the meeting in person, must submit their comment to [boardchair@aceforasd.org](mailto:boardchair@aceforasd.org) no less than 24 hours before the board meeting. The comment should include the individual's full name and the name of the agenda item on which they are commenting.

Once the Board President/Chair calls for public comment on a specific agenda item and recognizes the speaker, the individual wishing to make an in-person public comment on an agenda item should be prepared to speak for no longer than 3 minutes. Before commencing with their public comment, the individual must state their full name.

The names of all individuals submitting public comments shall be recorded in the meeting minutes.

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## Directors Present

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Amy Marcus, Anna Grimmiett, Davy Mize, Holly Allen (remote), Kara Maggiore (remote), Latner McDonald, Richard Cannon

**Directors Absent**

*None*

**Ex Officio Members Present**

Joellen Freeman

**Non Voting Members Present**

Joellen Freeman

**Guests Present**

Diamond Melton (remote), Madison Bachhofer (remote)

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**I. Opening Items**

**A. Record Attendance**

**B. Call the Meeting to Order**

Amy Marcus called a meeting of the board of directors of Academy of Collaborative Education to order on Wednesday May 21, 2025 at 3:33 PM.

**C. Approve Minutes**

Richard Cannon made a motion to approve minutes from Board Meeting on 04-16-25.  
Latner McDonald seconded the motion.  
The board **VOTED** to approve the motion.

**D. Approval of May Meeting Agenda**

Anna Grimmiett made a motion to approve May meeting agenda.  
Kara Maggiore seconded the motion.  
The board **VOTED** to approve the motion.

**II. Reports**

**A. Executive Director Report**

Presented by Joellen Freeman:

First Kindergarten Graduation. 16 students.  
Awards Day Grades 3-5 on May 22, 2025.



Enrollment 2025-2026 - 120 students enrolled with 6 openings.  
Need to hire 4 teachers for next school year.

#### 2024-2025 Events:

- Daily Attendance Rate of 90%
- Family engagement increased throughout year. Working with Parent volunteer organization to target increased engagement with new officers
- Leap connect scores are in; 21 students took test and each grade level exhibited positive improvements.
- Dibbles statewide required testing completed and all students taking the test showed improvements when comparing mid-year scores to end-of-year scores.
- ACE students exceeded instructional minutes for current academic year. Will end academic year earlier than anticipated but school will remain open until originally scheduled last school day to accommodate those parents without child coverage

#### 2025-2026 Events:

- Working to extend partnership with Monroe City S re: transportation and APE teachers.
- Two grant possibilities in pipeline.
  - 1 grant is an unrestricted 1 million dollars. Working with a grant writer to complete application.
  - 2nd grant is through the Governor's Office for \$50,000 and restricted to safety.

ACE working on "cyber security." Governor's Office offers "crowd strike" that is a free program to shore up security in this area. ACE will implement.

## B. Committee Reports

"Governance Committee" reported by Kara Maggiore and May Meeting discussion re:

- Board Retreat on June 14, 2025;
- Board Retreat draft agenda to be presented, discussed, approved later in the meeting;
- Discussion of Nepotism Policy and reasons for the same; and
- ED Evaluation process; use of Executive Session.

"Finance Committee" reported by Latner McDonald and May Meeting discussion re:

- Current and Future Budget;
- Deficit for current year less than anticipated;
- Working to finalize future budget;
- High cost services, i.e., Medicaid, continue to work with accounting of same;

- Consider increased line of credit with bank; and
- Presented with Physical Therapy contract.

"Facilities Committee" reported by Davy Mize and May Meeting discussion re:

- Expansion/addition of 6th grade classrooms; and
- Inspection by HVAC, electrical, etc. to identify potential issues and opportunities to address during renovation.

"Academic Excellence" reported by Amy Marcus and May Meeting discussion re:

- Working 2 provide parenting workshops.

### III. Action Items

#### A. Approval of ED Support and Evaluation Process

Kara Maggiore made a motion to Approve ED Support and Evaluation Process.

Richard Cannon seconded the motion.

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

##### Roll Call

Holly Allen	Aye
Kara Maggiore	Aye
Anna Grimmett	Aye
Davy Mize	Aye
Latner McDonald	Aye
Amy Marcus	Aye
Richard Cannon	Aye

#### B. Annual Board Retreat Agenda

Davy Mize made a motion to Approve Annual Board Retreat Agenda.

Anna Grimmett seconded the motion.

Approved

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

#### C. BCBA and OT contracts for the upcoming SY

Finance Committee voted to fund BCBA and OT contracts for upcoming school year.

Board discussed the need for the Agreements. The proposed agreements will be presented in Governance Committee, then to Board for final approval of Agreements.

#### D. Nepotism Policy

Latner McDonald made a motion to Approve Nepotism Policy.

Davy Mize seconded the motion.  
The board **VOTED** to approve the motion.

**Roll Call**

Holly Allen	Aye
Richard Cannon	Aye
Latner McDonald	Aye
Davy Mize	Aye
Kara Maggiore	Aye
Anna Grimmett	Aye
Amy Marcus	Aye

**E. Retroactive approval of the modification of the students' last day of required attendance**

Anna Grimmett made a motion to Retroactive Approval of Modification of the Students Last Day of Required Attendance.  
Kara Maggiore seconded the motion.  
The board **VOTED** to approve the motion.

**Roll Call**

Amy Marcus	Aye
Latner McDonald	Aye
Holly Allen	Aye
Richard Cannon	Aye
Anna Grimmett	Aye
Kara Maggiore	Aye
Davy Mize	Aye

**IV. Other/Old Business**

**A. Upcoming: June Board Meeting/Annual Retreat**

Board Retreat on June 14, 2025

- Budget will be presented during retreat

Board Meeting on June 18, 2025

- Budget will be voted on during this meeting

**V. Closing Items**

**A. Adjourn Meeting**

Anna Grimmett made a motion to Adjourn.  
Latner McDonald seconded the motion.  
The board **VOTED** to approve the motion.

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 4:35 PM.

Respectfully Submitted,  
Holly Allen

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# Coversheet

## Executive Director Report

**Section:** II. Reports  
**Item:** A. Executive Director Report  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:**  
25-26.RileyPhysicalTherapy.OT Contract.with Scope of Services6.8.25.docx-3.pdf  
ACE 25-26 Budget - Board Presentation.pdf

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the “Agreement”) is made by and between ACADEMY OF COLLABORATIVE EDUCATION (“ACE”) and RILEY PHYSICAL THERAPY (“Contractor”). ACE and Contractor are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

The Parties agree to the following terms and conditions:

**1. Term.** The term of this Agreement will start on the date of Contractor’s execution and will cover services rendered to ACE from 07/01/2025, until 06/30/2026.

**2. Scope of Work.** Contractor will provide professional services (sometimes referred to hereafter as the “Services”) as requested in the field of Occupational Therapy with the highest professional standard of care, in accordance with the current federal and state laws and ACE’s overall goal for the Services to be provided. The Parties both acknowledge and agree that the status of the Contractor, under this Agreement and at all times in providing the Services to ACE, is an independent contractor. Contractor’s status as an independent contractor may not be modified unless amended in writing and signed by both Contractor and the ACE superintendent or designee.

**3. Manner and Means.** Contractor shall be responsible for the manner, means, and methods of securing ACE’s end goal for the purpose of the engagement and shall use independent judgment and discretion for the most effective manner in providing the Services under this Agreement. While ACE may provide guidance or direction to Contractor in the performance of the Services, ACE otherwise shall exercise no control over Contractor, shall not supervise Contractor, and shall not determine the methods or means to be employed by Contractor in the provision of the Services under this Agreement.

**4. Nonexclusive.** The relationship between the Parties is not exclusive, and Contractor is free, during and after the Term of this Agreement, to provide professional services, including competing services, to third parties, provided that Contractor does not breach any of the provisions of this Agreement or fail to provide Services contracted for herein.

**5. Compensation.** Contractor will be paid for Services performed as shown on Exhibit A attached hereto and incorporated herein by reference. The Services performed must not exceed the Total Maximum Agreement Amount set forth below unless amended in writing by the ACE superintendent. The amount that ACE pays Contractor under this Agreement may vary based on the total number of hours worked by Contractor. The total amount paid to the Contractor may be less than the total maximum amount set forth under this Agreement because compensation is based on the specific Service performed. Therefore, the Total Maximum Agreement Amount set forth below must not be interpreted as a guaranteed amount to be paid to the Contractor.

The Total Maximum Agreement Amount is **\$70.00/per hour**.

The Contractor’s President, Jason Riley, will submit a monthly invoice to the ACE Business office on behalf of Contractor. Contractor’s invoice must be itemized and indicate the specific

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Services performed. The ACE Business office will pay the Contractor within (30) calendar days after receiving the invoice unless the invoice is disputed by ACE. Because Contractor is providing the Services to ACE as an independent contractor, Contractor agrees and acknowledges that ACE will not make any withholdings from payments made by ACE to Contractor including, but not limited to, income taxes, social security payment, payments for workers' compensation insurance programs, or any other charges of any kind or nature. Contractor further acknowledges that it is Contractor's obligation to pay any taxes required by applicable law on any payments from ACE to Contractor under this Agreement.

**6. Student Privacy.** Under the terms of this Agreement, Contractor may be provided with "personally identifiable information" relating to ACE's students (each a "Student" and, collectively, the "Students") as defined in La. R.S. 17:3913(B)(1). Accordingly, Contractor must not allow access to, release, or allow the release of such Student information (the "Student Information") to any person or entity except as specified below and must take all steps required by applicable law, including the following:

(a) Contractor agrees to protect and maintain the security of Student Information with protective security measures that include maintaining secure environments that are up to date with all appropriate security measures and requirements as designated by a relevant authority.

(b) Contractor agrees that any Student Information will be stored, processed, and maintained solely on designated servers. The Contractor will use appropriate tools and technologies such as secure user identification and authentication protocols, anti-virus protections and intrusion detection methods, in providing the Services. The Contractor must notify ACE as soon as possible if a portable device containing Student Information is lost or stolen. All servers, storage, backups and network paths utilized in the delivery of the Services must be contained in North America.

(c) Contractor agrees to implement various forms of authentication to establish the identity of an individual or entity requesting Student Information with a level of certainty that is commensurate with the sensitivity the Student Information requested.

(d) Contractor agrees that any and all Student Information utilized or communicated by Contractor must be used and communicated expressly and solely for the purposes of providing the Services enumerated in this Agreement.

(e) Contractor agrees that as required by applicable state and federal law, state, federal or district auditors or other agencies so designated by ACE will have the option to audit the Services provided by Contractor under this Agreement. Contractor agrees to make all records pertaining to the Services available to such auditors or agencies and ACE during normal working hours upon ten (10) business days' prior written notice.

(f) Contractor agrees to comply with the Louisiana Database Breach Notification Law (Act 499) (the "LDBNL") and all applicable laws that require the notification of individuals in the event of unauthorized release of Student Information or other event requiring notification. Further, Contractor agrees to notify ACE immediately and assume responsibility for informing

## Professional Service Agreement

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all such individuals in accordance with applicable law and to indemnify, hold harmless and defend ACE from and against any claims or damages related to a Notification Event as defined in the LDBNL

(g) Contractor agrees that upon termination of this Agreement, s/he/it must return all Student Information to ACE in a usable electronic form and erase, destroy, and render unreadable all Student Information Contractor may have. Within thirty (30) days of the termination of this Agreement, Contractor must certify in writing that these actions have been completed and deliver such written certification to ACE.

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

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

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

**7. Criminal History Review.** The Contractor is required to submit to a criminal history review, through the Louisiana Department of Public Safety and Corrections, Office of State Police Bureau of Criminal Identification, as a condition of this Agreement. The criminal history review must include a fingerprint check and simultaneous FBI check. Individuals who refuse to submit to a criminal history review or whose criminal history review reveals that they have been convicted of a crime or have violated the law may not serve as a Contractor pursuant to this Agreement. If the Contractor's criminal history reveals that he/she has been convicted of or has pleaded nolo contendere to a crime listed in La. R.S. 15:587.1(C), this Agreement will be null and void. The criminal history review must be completed by the Contractor prior to performing any services set forth in this Agreement.

**8. Personal Use of ACE Property.** Contractor, as an independent contractor, is responsible for providing his/her/its own equipment necessary for providing services pursuant to this Agreement. Notwithstanding the foregoing, Contractor may be assigned an ACE laptop and other related electronics equipment for use in providing services pursuant to this Agreement. Contractor is not allowed to use ACE equipment or software for his/her/its own personal use. In no instance may Contractor take any other equipment from ACE premises without prior management approval. Contractor accepts full responsibility for proper utilization, damage, and losses of equipment



assigned to Contractor or under Contractor's control. Contractor is

Professional Service Agreement

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responsible for returning ACE equipment in good condition and may be required to pay for any damages that occur as a result of Contractor's improper use/loss of ACE equipment.

**9. Electronic Communications with Students.** Contractor must comply with ACE's Electronic Communication with Students Policy in compliance with La. R.S. § 17:81 Q.

**10. Representations and Warranties.** Contractor represents and warrants that: (a) the Services will be performed in a professional and workmanlike manner in accordance with the highest standard of care of similar professionals in the field; (b) Contractor possesses and will maintain at all times all licenses and certifications that are necessary or required to legally provide the Services; (c) all materials provided by Contractor, if any, in the provision of the Services will not violate or infringe any patent, copyright, trademark, trade secret, or other personal or proprietary rights of any party; (d) Contractor will not enjoin or interfere with the distribution, licensing, or exploitation of merchandise or other products of ACE or any third party.

Contractor agrees to indemnify, and hold ACE and its affiliates, sponsors (including without limitation), subsidiaries, assignees, and licensees harmless from and against any losses, costs, expenses (including reasonable attorney's fees and costs), judgments, settlements, and damages resulting from any claim or action arising out of Contractor's breach of any of the above representations and warranties.

**11. General Professional Liability.** Contractor must provide ACE proof of professional liability insurance, commercial liability insurance, and automobile liability insurance (if travel is involved in the provision of Services) before the Contractor performs any Services under this Agreement. Contractor's maximum insurance liability coverage for professional liability insurance, commercial liability insurance, and automobile liability insurance must be enough to provide indemnity to ACE for claims arising out of Contractor's Services. Further, Contractor understands and acknowledges upon signing this Agreement that ACE will not supply any workers' compensation benefit required by any jurisdiction to anyone such as Contractor with independent contractor status and ACE accepts no liability for Contractor's (or its employee's /subcontractor's) general health. Accordingly, during the term of this Agreement, Contractor shall maintain, at its own expense, worker's compensation insurance in form and substance reasonably acceptable to ACE.

**12. Ownership of Records.** All records, reports, documents, and other material delivered or transmitted to Contractor by ACE will remain the property of ACE. Upon expiration or termination of this Agreement, the Contractor must return all such materials to ACE at Contractor's expense. All records, reports, documents, or other material related to this Agreement and obtained or prepared by Contractor in connection with the performance of the Services will become the property of ACE and must be returned by Contractor to ACE at Contractor's expense upon termination or expiration of this Agreement.

**13. Anti-discrimination.** In performing the Services and any other duties and obligations set forth in this Agreement, Contractor agrees to comply at all times with all applicable laws, whether state, federal, or local, including, but not limited to: Title VI of the Civil Rights Act of

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1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, the Genetic Information Nondiscrimination Act, and the Americans with Disabilities Act of 1990, as amended.

Contractor agrees to perform his/her/its obligations under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, age or any other legally protected characteristic in any matter relating to ACE or ACE's employees. Any failure by Contractor to comply with Contractor's legal obligations, as applicable, will be grounds for termination of this Agreement.

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

To ACE: Academy of Collaborative Education  
505 Glenmar Avenue  
Monroe, LA 71201  
Attention: Joellen Freeman, Executive Director  
Email: jcfreeman@aceforasd.org

To Contractor: Riley Physical Therapy  
Address:  
Attention: 7 Angelina Lane, Monroe, LA 71203  
Email: jason@rileyphysicaltherapy.com

**15. Assignment.** Neither Party will have the right or ability to assign or transfer any rights or obligations under this Agreement without prior written consent of the other Party (which must not be unreasonably withheld). Any attempt to do so otherwise will be void.

**16. Governing Law.** This Agreement will be governed and interpreted under the laws of the State of Louisiana.

**17. Severability.** The provisions of this Agreements are severable. Any terms and/or conditions that are deemed illegal or in valid will not affect any other term or condition of the Agreement.

**18. Joint Venture.** Nothing in this Agreement constitutes an employee-employer relationship, joint venture, agency, partnership or other fiduciary relationship between the Parties. Contractor acknowledges that, as an independent contractor, s/he/it is not entitled to any benefits paid or granted by ACE to its employees by virtue of their employment or otherwise.

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**19. Counterparts.** This Agreement may be executed in one or more counterparts, on telecopy or other electronically transmitted counterparts, each of which when so executed will be deemed to be an original, but all of which when taken together will constitute one and the same agreement.

**20. Entire Agreement.** This Agreement, including any exhibits or schedules referenced herein, contains the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement and all agreements and understandings entered into prior to this Agreement, whether written or oral, including those included in any prior agreement between the parties regarding the subject matter of this Agreement, are superseded by this Agreement to the extent they relate to the subject matter of this Agreement.

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**Riley Physical Therapy (Contractor)**

**Academy of Collaborative Education**

By: \_\_\_\_\_

By: \_\_\_\_\_

PrintedName: \_\_\_\_\_

PrintedName: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

*Signature Page to Professional Services Agreement*

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## **Exhibit A**

### **Riley Physical Therapy**

#### **1. Scope of Services**

Provider agree to deliver the following services:

- Provide an Occupational Therapist employed by Jason Riley Physical Therapy.
- OT shall design, develop, and deliver evaluation and supervision services in a professional and skillful manner.
- OT services shall be tailored for students in the form of an Individualized Educational Plan ("IEP"). Therapy plans are developed and reviewed with the Certified Occupational Therapy Assistant ("COTA") for implementation.
- All evaluations and therapy will be provided on the campus of ACE.
- Provide appropriate and billable documentation for services rendered in a timely manner; at a minimum of every two weeks.
- Provide said services, the parties agree and intend that Jason Riley Physical Therapy and its personnel shall, collectively, serve as an independent contractor.

2. Occupational Therapist ("OT") will provide Services at a rate of seventy dollars (\$70.00) per hour and will work a range of ten (10) to fifteen (15) hours per week while ACE is in session. The hours worked per week by OT will be scheduled and performed based on Riley Physical Therapy Inc.'s assessment of the needs of the clients being served at ACE.
3. Certified Occupational Therapy Assistant ("COTA") will provide Services at a rate of forty-five (\$45.00) per hour and will work a range of fifteen (15) to twenty (20) hours per week while ACE is in session. The hours worked per week by COTA will be scheduled and performed based on Riley Physical Therapy, Inc.'s assessment of the needs of the clients being served at ACE.

## **Exhibit A**

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## **FY25-26 Operating Budget Overview**

### **Revenue Assumptions:**

Enrollment – 118 students total (112 SPED; 76 Economically Disadvantaged)

Average MFP \$16,357 based on students' home addresses & Parish.

Federal grants include initial allocations for Title I, Title II, Title IV, and IDEA B.

CSP grant of \$391,979 based on allowable expenses contained in the budget

IDEA High Cost Services grant of \$325,000 – continuing to review this grant in detail

Assumes Medicaid billings of \$300,000 based on current year projections from HEAL

Meals are being provided by City of Monroe school district so this budget does not include any associated revenue or expenses.

Assumes private contributions or grants funding of \$80,000.

### **Expense Assumptions:**

Staffing assumes 48 full-time employees totaling \$1,871,330 – see Staffing Summary attached. Staffing includes the addition of 7 Line Techs previously paid through a contractor.

Purchased professional services includes contracted OT, PT, APE and Ed Diagnostician services. It also includes costs for professional development, legal, audit, accounting & payroll services.

Property services includes facility rent, copiers, and building operating costs.

Property/Liability insurance is based on most recent renewal which included large increase for property insurance.

Student Transportation is based on current agreement with transportation vendor.

Materials & Supplies include costs for classroom supplies, school administration and facility supplies.

Equipment includes cost of student and staff technology, classroom furniture, cafeteria furniture.



**ACE Academy**  
**FY 2025-26 Budget**  
**Revenue & Expense Summary**

**Projected Enrollment**

118

**FY 2025-2026 Budget**

	<b><u>Annual Budget</u></b>	<b><u>Per Student</u></b>
<b>Revenue:</b>		
MFP revenue	\$ 1,930,079	\$ 16,357
Federal/State Grants:		
Title I Grant	6,747	57
Title II Grant	5,018	43
Title IV Grant	9,000	76
CSP Grant	391,979	
IDEA B & PK Grants	15,658	133
IDEA High Cost Services Grant	325,000	2,754
Medicaid Billings	300,000	2,542
Child Nutrition Program	-	-
Other state/federal grants	-	-
Total Federal & State Revenue	\$ 2,983,480	\$ 21,962
Charitable Contributions/Grants	80,000	678
Other Revenue	3,380	29
<b>Total Revenue</b>	<b>\$ 3,066,860</b>	<b>\$ 22,668</b>
<b>Expenses:</b>		
Salaries	\$ 1,871,330	\$ 15,859
Employee Benefits		
Payroll taxes	152,513	1,292
Other employee benefits	181,101	1,535
Purchased professional services		
Instructional	109,000	924
Pupil Support	7,500	64
Professional Development	60,000	508
Administration	92,700	786
Facility/Office Expenses	232,500	1,970
Utilities	45,500	386
Student transportation	45,000	381
Food services management	-	-
Insurance	43,832	371
Other purchased services	21,442	182
Materials & supplies:		
Instructional	61,500	521
Admin	7,000	59
Facilities	18,000	153
Textbooks/workbooks/curriculum	37,000	314
Equipment	69,570	590
Miscellaneous	6,825	58
<b>Total Expenses</b>	<b>\$ 3,062,313</b>	<b>\$ 25,952</b>
<b>Operating Surplus/(Deficit)</b>	<b>\$ 4,547</b>	

**ACE Academy**  
**FY 2025-26 Budget**  
**Staffing & Employee Benefit Summary**

FY 2025-26 Budget									
FTEs	Total Salaries	Payroll Taxes			Benefits				
		Medicare	Soc. Sec.		Medical	Retirement	SUI	Workers Comp	Total Benefits
Special Education Programs									
Teachers	14.00	717,245	\$ 10,400	\$ 44,469	\$ 50,092	\$ -	\$ 3,586	\$ 3,586	\$ 57,264
Paras/Line Techs	22.00	511,092	\$ 7,411	\$ 31,688	\$ 78,716	\$ -	\$ 2,555	\$ 2,555	\$ 83,827
Pupil Support Programs	5.00	279,808	\$ 4,057	\$ 17,348	\$ 17,890	\$ -	\$ 1,399	\$ 1,399	\$ 20,688
School Administration	5.00	333,765	\$ 4,840	\$ 20,693	\$ 17,890	\$ -	\$ 1,669	\$ 1,669	\$ 21,228
Operations & Maintenance	1.00	25,650	\$ 372	\$ 1,590	\$ 3,578	\$ -	\$ 128	\$ 128	\$ 3,835
Food Services	1.00	3,770	\$ 55	\$ 234	\$ 3,578	\$ -	\$ 19	\$ 19	\$ 3,616
<b>Totals</b>	<b>48.00</b>	<b>\$ 1,871,330</b>	<b>\$ 27,134</b>	<b>\$ 116,022</b>	<b>\$ 171,744</b>	<b>\$ -</b>	<b>\$ 9,357</b>	<b>\$ 9,357</b>	<b>\$ 190,457</b>

# Coversheet

## FY26 Budget Vote

<b>Section:</b>	III. Action Items
<b>Item:</b>	A. FY26 Budget Vote
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	ACE 25-26 Budget - Board Presentation.pdf



## **FY25-26 Operating Budget Overview**

### **Revenue Assumptions:**

Enrollment – 118 students total (112 SPED; 76 Economically Disadvantaged)

Average MFP \$16,357 based on students' home addresses & Parish.

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**ACE Academy**  
**FY 2025-26 Budget**  
**Revenue & Expense Summary**

**Projected Enrollment**

118

**FY 2025-2026 Budget**

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**ACE Academy**  
**FY 2025-26 Budget**  
**Staffing & Employee Benefit Summary**

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# Coversheet

## SY25-26 OT Contract Vote

**Section:** III. Action Items  
**Item:** B. SY25-26 OT Contract Vote  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
25-26.RileyPhysicalTherapy.OT Contract.with Scope of Services6.8.25.docx-3.pdf

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the “Agreement”) is made by and between ACADEMY OF COLLABORATIVE EDUCATION (“ACE”) and RILEY PHYSICAL THERAPY (“Contractor”). ACE and Contractor are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

The Parties agree to the following terms and conditions:

**1. Term.** The term of this Agreement will start on the date of Contractor’s execution and will cover services rendered to ACE from 07/01/2025, until 06/30/2026.

**2. Scope of Work.** Contractor will provide professional services (sometimes referred to hereafter as the “Services”) as requested in the field of Occupational Therapy with the highest professional standard of care, in accordance with the current federal and state laws and ACE’s overall goal for the Services to be provided. The Parties both acknowledge and agree that the status of the Contractor, under this Agreement and at all times in providing the Services to ACE, is an independent contractor. Contractor’s status as an independent contractor may not be modified unless amended in writing and signed by both Contractor and the ACE superintendent or designee.

**3. Manner and Means.** Contractor shall be responsible for the manner, means, and methods of securing ACE’s end goal for the purpose of the engagement and shall use independent judgment and discretion for the most effective manner in providing the Services under this Agreement. While ACE may provide guidance or direction to Contractor in the performance of the Services, ACE otherwise shall exercise no control over Contractor, shall not supervise Contractor, and shall not determine the methods or means to be employed by Contractor in the provision of the Services under this Agreement.

**4. Nonexclusive.** The relationship between the Parties is not exclusive, and Contractor is free, during and after the Term of this Agreement, to provide professional services, including competing services, to third parties, provided that Contractor does not breach any of the provisions of this Agreement or fail to provide Services contracted for herein.

**5. Compensation.** Contractor will be paid for Services performed as shown on Exhibit A attached hereto and incorporated herein by reference. The Services performed must not exceed the Total Maximum Agreement Amount set forth below unless amended in writing by the ACE superintendent. The amount that ACE pays Contractor under this Agreement may vary based on the total number of hours worked by Contractor. The total amount paid to the Contractor may be less than the total maximum amount set forth under this Agreement because compensation is based on the specific Service performed. Therefore, the Total Maximum Agreement Amount set forth below must not be interpreted as a guaranteed amount to be paid to the Contractor.

The Total Maximum Agreement Amount is **\$70.00/per hour**.

The Contractor’s President, Jason Riley, will submit a monthly invoice to the ACE Business office on behalf of Contractor. Contractor’s invoice must be itemized and indicate the specific



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Services performed. The ACE Business office will pay the Contractor within (30) calendar days after receiving the invoice unless the invoice is disputed by ACE. Because Contractor is providing the Services to ACE as an independent contractor, Contractor agrees and acknowledges that ACE will not make any withholdings from payments made by ACE to Contractor including, but not limited to, income taxes, social security payment, payments for workers' compensation insurance programs, or any other charges of any kind or nature. Contractor further acknowledges that it is Contractor's obligation to pay any taxes required by applicable law on any payments from ACE to Contractor under this Agreement.

**6. Student Privacy.** Under the terms of this Agreement, Contractor may be provided with "personally identifiable information" relating to ACE's students (each a "Student" and, collectively, the "Students") as defined in La. R.S. 17:3913(B)(1). Accordingly, Contractor must not allow access to, release, or allow the release of such Student information (the "Student Information") to any person or entity except as specified below and must take all steps required by applicable law, including the following:

(a) Contractor agrees to protect and maintain the security of Student Information with protective security measures that include maintaining secure environments that are up to date with all appropriate security measures and requirements as designated by a relevant authority.

(b) Contractor agrees that any Student Information will be stored, processed, and maintained solely on designated servers. The Contractor will use appropriate tools and technologies such as secure user identification and authentication protocols, anti-virus protections and intrusion detection methods, in providing the Services. The Contractor must notify ACE as soon as possible if a portable device containing Student Information is lost or stolen. All servers, storage, backups and network paths utilized in the delivery of the Services must be contained in North America.

(c) Contractor agrees to implement various forms of authentication to establish the identity of an individual or entity requesting Student Information with a level of certainty that is commensurate with the sensitivity the Student Information requested.

(d) Contractor agrees that any and all Student Information utilized or communicated by Contractor must be used and communicated expressly and solely for the purposes of providing the Services enumerated in this Agreement.

(e) Contractor agrees that as required by applicable state and federal law, state, federal or district auditors or other agencies so designated by ACE will have the option to audit the Services provided by Contractor under this Agreement. Contractor agrees to make all records pertaining to the Services available to such auditors or agencies and ACE during normal working hours upon ten (10) business days' prior written notice.

(f) Contractor agrees to comply with the Louisiana Database Breach Notification Law (Act 499) (the "LDBNL") and all applicable laws that require the notification of individuals in the event of unauthorized release of Student Information or other event requiring notification. Further, Contractor agrees to notify ACE immediately and assume responsibility for informing

## Professional Service Agreement

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all such individuals in accordance with applicable law and to indemnify, hold harmless and defend ACE from and against any claims or damages related to a Notification Event as defined in the LDBNL

(g) Contractor agrees that upon termination of this Agreement, s/he/it must return all Student Information to ACE in a usable electronic form and erase, destroy, and render unreadable all Student Information Contractor may have. Within thirty (30) days of the termination of this Agreement, Contractor must certify in writing that these actions have been completed and deliver such written certification to ACE.

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

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

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

**7. Criminal History Review.** The Contractor is required to submit to a criminal history review, through the Louisiana Department of Public Safety and Corrections, Office of State Police Bureau of Criminal Identification, as a condition of this Agreement. The criminal history review must include a fingerprint check and simultaneous FBI check. Individuals who refuse to submit to a criminal history review or whose criminal history review reveals that they have been convicted of a crime or have violated the law may not serve as a Contractor pursuant to this Agreement. If the Contractor's criminal history reveals that he/she has been convicted of or has pleaded nolo contendere to a crime listed in La. R.S. 15:587.1(C), this Agreement will be null and void. The criminal history review must be completed by the Contractor prior to performing any services set forth in this Agreement.

**8. Personal Use of ACE Property.** Contractor, as an independent contractor, is responsible for providing his/her/its own equipment necessary for providing services pursuant to this Agreement. Notwithstanding the foregoing, Contractor may be assigned an ACE laptop and other related electronics equipment for use in providing services pursuant to this Agreement. Contractor is not allowed to use ACE equipment or software for his/her/its own personal use. In no instance may Contractor take any other equipment from ACE premises without prior management approval. Contractor accepts full responsibility for proper utilization, damage, and losses of equipment

assigned to Contractor or under Contractor's control. Contractor is

Professional Service Agreement

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responsible for returning ACE equipment in good condition and may be required to pay for any damages that occur as a result of Contractor's improper use/loss of ACE equipment.

**9. Electronic Communications with Students.** Contractor must comply with ACE's Electronic Communication with Students Policy in compliance with La. R.S. § 17:81 Q.

**10. Representations and Warranties.** Contractor represents and warrants that: (a) the Services will be performed in a professional and workmanlike manner in accordance with the highest standard of care of similar professionals in the field; (b) Contractor possesses and will maintain at all times all licenses and certifications that are necessary or required to legally provide the Services; (c) all materials provided by Contractor, if any, in the provision of the Services will not violate or infringe any patent, copyright, trademark, trade secret, or other personal or proprietary rights of any party; (d) Contractor will not enjoin or interfere with the distribution, licensing, or exploitation of merchandise or other products of ACE or any third party.

Contractor agrees to indemnify, and hold ACE and its affiliates, sponsors (including without limitation), subsidiaries, assignees, and licensees harmless from and against any losses, costs, expenses (including reasonable attorney's fees and costs), judgments, settlements, and damages resulting from any claim or action arising out of Contractor's breach of any of the above representations and warranties.

**11. General Professional Liability.** Contractor must provide ACE proof of professional liability insurance, commercial liability insurance, and automobile liability insurance (if travel is involved in the provision of Services) before the Contractor performs any Services under this Agreement. Contractor's maximum insurance liability coverage for professional liability insurance, commercial liability insurance, and automobile liability insurance must be enough to provide indemnity to ACE for claims arising out of Contractor's Services. Further, Contractor understands and acknowledges upon signing this Agreement that ACE will not supply any workers' compensation benefit required by any jurisdiction to anyone such as Contractor with independent contractor status and ACE accepts no liability for Contractor's (or its employee's /subcontractor's) general health. Accordingly, during the term of this Agreement, Contractor shall maintain, at its own expense, worker's compensation insurance in form and substance reasonably acceptable to ACE.

**12. Ownership of Records.** All records, reports, documents, and other material delivered or transmitted to Contractor by ACE will remain the property of ACE. Upon expiration or termination of this Agreement, the Contractor must return all such materials to ACE at Contractor's expense. All records, reports, documents, or other material related to this Agreement and obtained or prepared by Contractor in connection with the performance of the Services will become the property of ACE and must be returned by Contractor to ACE at Contractor's expense upon termination or expiration of this Agreement.

**13. Anti-discrimination.** In performing the Services and any other duties and obligations set forth in this Agreement, Contractor agrees to comply at all times with all applicable laws, whether state, federal, or local, including, but not limited to: Title VI of the Civil Rights Act of

Professional Service Agreement

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1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, the Genetic Information Nondiscrimination Act, and the Americans with Disabilities Act of 1990, as amended.

Contractor agrees to perform his/her/its obligations under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, age or any other legally protected characteristic in any matter relating to ACE or ACE's employees. Any failure by Contractor to comply with Contractor's legal obligations, as applicable, will be grounds for termination of this Agreement.

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

To ACE: Academy of Collaborative Education  
505 Glenmar Avenue  
Monroe, LA 71201  
Attention: Joellen Freeman, Executive Director  
Email: jcfreeman@aceforasd.org

To Contractor: Riley Physical Therapy  
Address:  
Attention: 7 Angelina Lane, Monroe, LA 71203  
Email: jason@rileyphysicaltherapy.com

**15. Assignment.** Neither Party will have the right or ability to assign or transfer any rights or obligations under this Agreement without prior written consent of the other Party (which must not be unreasonably withheld). Any attempt to do so otherwise will be void.

**16. Governing Law.** This Agreement will be governed and interpreted under the laws of the State of Louisiana.

**17. Severability.** The provisions of this Agreements are severable. Any terms and/or conditions that are deemed illegal or in valid will not affect any other term or condition of the Agreement.

**18. Joint Venture.** Nothing in this Agreement constitutes an employee-employer relationship, joint venture, agency, partnership or other fiduciary relationship between the Parties. Contractor acknowledges that, as an independent contractor, s/he/it is not entitled to any benefits paid or granted by ACE to its employees by virtue of their employment or otherwise.

Professional Service Agreement

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**19. Counterparts.** This Agreement may be executed in one or more counterparts, on telecopy or other electronically transmitted counterparts, each of which when so executed will be deemed to be an original, but all of which when taken together will constitute one and the same agreement.

**20. Entire Agreement.** This Agreement, including any exhibits or schedules referenced herein, contains the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement and all agreements and understandings entered into prior to this Agreement, whether written or oral, including those included in any prior agreement between the parties regarding the subject matter of this Agreement, are superseded by this Agreement to the extent they relate to the subject matter of this Agreement.

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**Riley Physical Therapy (Contractor)**

**Academy of Collaborative Education**

By: \_\_\_\_\_

By: \_\_\_\_\_

PrintedName: \_\_\_\_\_

PrintedName: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

*Signature Page to Professional Services Agreement*

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## **Exhibit A**

### **Riley Physical Therapy**

#### **1. Scope of Services**

Provider agree to deliver the following services:

- Provide an Occupational Therapist employed by Jason Riley Physical Therapy.
- OT shall design, develop, and deliver evaluation and supervision services in a professional and skillful manner.
- OT services shall be tailored for students in the form of an Individualized Educational Plan ("IEP"). Therapy plans are developed and reviewed with the Certified Occupational Therapy Assistant ("COTA") for implementation.
- All evaluations and therapy will be provided on the campus of ACE.
- Provide appropriate and billable documentation for services rendered in a timely manner; at a minimum of every two weeks.
- Provide said services, the parties agree and intend that Jason Riley Physical Therapy and its personnel shall, collectively, serve as an independent contractor.

2. Occupational Therapist ("OT") will provide Services at a rate of seventy dollars (\$70.00) per hour and will work a range of ten (10) to fifteen (15) hours per week while ACE is in session. The hours worked per week by OT will be scheduled and performed based on Riley Physical Therapy Inc.'s assessment of the needs of the clients being served at ACE.
3. Certified Occupational Therapy Assistant ("COTA") will provide Services at a rate of forty-five (\$45.00) per hour and will work a range of fifteen (15) to twenty (20) hours per week while ACE is in session. The hours worked per week by COTA will be scheduled and performed based on Riley Physical Therapy, Inc.'s assessment of the needs of the clients being served at ACE.



## **Exhibit A**

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