

Academy of Collaborative Education

Board Meeting

Published on September 14, 2025 at 1:52 PM CDT Amended on September 16, 2025 at 11:17 AM CDT

Date and Time

Wednesday September 17, 2025 at 3:30 PM CDT

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

One tap mobile

- +16465588656,,86737566368# US (New York)
- +16469313860,,86737566368# US

Dial by your location

- +1 646 558 8656 US (New York)
- +1 646 931 3860 US
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US

- +1 312 626 6799 US (Chicago)
- +1 719 359 4580 US
- +1 720 707 2699 US (Denver)
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- +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/u/ksFZV05P9

According 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 to 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.

Members of the public can access the board meeting through the link on the website or attend in person. The meeting's anchor location 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 agenda items but cannot attend the meeting must submit their comment to 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.

Any individual interested in providing a public comment on one or more agenda items who can attend the meeting in person may submit their comments to boardchair@aceforasd.org at least 24 hours prior to the board meeting. Alternatively, they may arrive at the meeting, complete the ACE Board Meeting Public Comment Request Form in writing, and submit it to the board chair.

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.

It is the practice of the board to hear public comments but not respond instantly. The board will confer with the ED, and, depending on the issue, either the Board Chair or ED will respond to you within 24 hours.

Agenda

| | | | Purpose | Presenter | Time |
|----|-----|---|--------------------|---------------|---------|
| I. | Оре | ening Items | | | 3:30 PM |
| | A. | Record Attendance | | Holly Allen | 1 m |
| | В. | Call the Meeting to Order | | Amy Marcus | 1 m |
| | C. | Approve Minutes | Approve Minutes | Amy Marcus | 1 m |
| | | Approve minutes for Board Meeting on August 20, | 2025 | | |
| | D. | Approval of Agenda | Vote | Amy Marcus | 1 m |
| | | Request for amendment to the agenda, or approve | al of the agenda | as presented. | |

II. Reports 3:34 PM

A. Executive Director Report

FYI

Joellen Freeman

30 m

The Executive Director reports on the organization's performance, strategic progress, financial health, and any significant risks or opportunities that may arise.

- 1. Enrollment statistics
- 2. Staffing Update (PTA and APE contracts attached)
- 3. Updated Financials
- 4. Audit progress
- 5. Sixth-grade expansion update (Provision contract attached)
- 6. Update on accounting firm transition

Purpose Presenter Time

7. Progress—Toward Goals for SY25-26

B. Committee Reports

FYI

Amy Marcus

20 m

Board committee chairs will report on important business, including proposed actions needing full board approval. Committee Chairs will also give an update on their goals. Draft minutes from August (Governance) and September meetings are attached for review.

Committees will report in the following order:

- Academic Excellence (Amy Marcus)
- Facilities (Davy Mize)
- · Governance (Holly Allen)
- Finance (Latner McDonald)

Progress-Toward-Goals Reporting Guidelines:

Summarize each goal's status using the following:

On-Target — progressing well and on schedule

Off-Target — falling behind the expected timeline

At-Risk — requiring monitoring and/or intervention

Highlight milestones, challenges, and strategies since the last report.

III. Other/Unfinished Business (Previously visited from an earlier agenda)

| IV. | Act | tion Items | | | 4:24 PM |
|-----|-----|--|-----------|---------------------------|---------|
| | A. | Vote on Professional Services Agreement — Riley Physical Therapy | Vote | Amy Marcus | 5 m |
| | | The Finance Committee recommends that the boathorough review. | ard appro | ove this contract after a | |
| | В. | Vote on Provision Quote (Safety and Security at Grace site) | Vote | Amy Marcus | 5 m |

Purpose

Presenter

Time

| | • | - | | |
|-----|--|--|--|---|
| C. | Vote on APE (Adapted/Adaptive Physical Education) Contract | Vote | Amy Marcus | 5 m |
| | | | | |
| D.O |).N. | | | |
| DE | CISIONS made: | | | |
| OW | NERS: | | | |
| NEX | XT steps: | | | |
| Clo | sing Items | | | 4:39 PM |
| A. | Adjourn Meeting | Vote | Amy Marcus | 1 m |
| | D.C.OW | signing of the lease agreement and the actual lease C. Vote on APE (Adapted/Adaptive Physical Education) Contract Joellen has interviewed an Adapted/Adaptive Physical Education) Education of working with ACE students on a part-time. D.O.N. DECISIONS made: OWNERS: NEXT steps: Closing Items | signing of the lease agreement and the actual leasing of the Grace C. Vote on APE (Adapted/Adaptive Physical Vote Education) Contract Joellen has interviewed an Adapted/Adaptive Physical Education participate of working with ACE students on a part-time basis and with D.O.N. DECISIONS made: OWNERS: NEXT steps: Closing Items | Education) Contract Joellen has interviewed an Adapted/Adaptive Physical Education professional who is capable of working with ACE students on a part-time basis and wishes to hire her. D.O.N. DECISIONS made: OWNERS: NEXT steps: Closing Items |

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.orgdescribing the assistance that is necessary.

Coversheet

Approve Minutes

Section:
Item:
C. Approve Minutes
Purpose:
Approve Minutes

Submitted by:

Related Material: Minutes for Board Meeting on August 20, 2025



Academy of Collaborative Education

Minutes

Board Meeting

Date and Time

Wednesday August 20, 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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- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)

- +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/u/ksFZV05P9

According 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 to 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 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.

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

It is the practice of the board to hear public comments but not respond instantly. The board will confer with the ED and, depending on the issue, either the Board Chair or ED will respond to you within 24 hours.

Directors Present

Amy Marcus, Anna Grimmett, Davy Mize (remote), Holly Allen (remote), Richard Cannon

Directors Absent

Latner McDonald

Ex Officio Members Present

Joellen Freeman, Karen Roberson

Non Voting Members Present

Joellen Freeman, Karen Roberson

Guests Present

Cody Bourque

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 Aug 20, 2025 at 3:36 PM.

C. Approve Minutes

Richard Cannon made a motion to approve the minutes from Board Meeting on 07-16-25. Davy Mize seconded the motion.

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

D. Approval of Agenda

Anna Grimmett made a motion to Approve August 20, 2025 Agenda.

Richard Cannon seconded the motion.

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

II. Reports

A.

Executive Director Report

Joellen discussed the following,

1. Enrollment Statistics

Students: 115 students enrolled; 42 students on waitlist; 50+ students on "interest" list

Capacity: 126 with ability to enroll 20% additional students

2. Staffing Update

Hired final 2 teachers last week

Line Technicians: Need 3-4 additional staff and continue to recruit

Strong Start: Meeting each morning at 7:20 am

3. Updated Financials

CSP Grant: To date, ACE has drawn down \$840,099 with remaining balance of appx. \$1,159,000.00.

4. Audit Progress

Audit Process: ACE is working with Lori Woodard and team beginning in September. Working with Ed Ops and Mike Dunn to complete first audit.

5. Sixth Grade Expansion

Discussions continue with Grace Episcopal. Focus now is on negotiating the lease structure. Need to settle lease by end of next week with anticipated occupation of students by October 1

6. Paylocity Payroll Contract

Discussion of contract. Identify point of contact and management (Joellen) and discuss measures to do so.

7. Additional Discussion

Parent Meetings (learning opportunities organized by ACE over variety of topics); Fund Raising Events (Sept 20 River Rat Challenge and Sept 26 Golf Tournament)

B. Principal's Presentation

Presented by Karen Roberson,

Slideshow re: Discussion of goals, assessments, data collection and accountability practices for ACE students. Presentation of scoring and comparison to prior years, where applicable and information available.

C. Committee Reports

Finance Committee presented by Anna Grimmett: Preliminary deficit for most recent school year but final numbers to be presented on review by new accounting firm.

Facilities Committee presented by Davy Mize. Currently working on 6th grade expansion and prepared to act if/when School workday successful with lots of parent involvement. Open-ended goal to make sure that facility needed repairs

Academic Excellence Committee presented by Amy Marcus. Currently working to organize parent meetings and recently worked with Karen Roberson to pull together slide presentation provided to Board on 8/20/2025.

III. Action Items

A. Finance Committee's SY25-26 SMART Goals

Richard Cannon made a motion to adopt Finance Committee SMART goals.

Holly Allen seconded the motion.

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

B. Facilities Committee's SY25-26 SMART Goals

Anna Grimmett made a motion to approve facilities committee SMART goals 2025-26 SY. Richard Cannon seconded the motion.

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

C. Academic Excellence Committee's SY25-26 SMART Goals

Davy Mize made a motion to approve academic excellence committee SY 25-26.

Anna Grimmett seconded the motion.

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

D. Executive Director SMART Goals for FY26

Holly Allen made a motion to ED SMART goals for SY 2025-26.

Richard Cannon seconded the motion.

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

E. Approval of Paylocity Contract

Holly Allen made a motion to approve paylocity contract.

Anna Grimmett seconded the motion.

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

F. Vote to amend the October board meeting date.

Richard Cannon made a motion to amend October Board meeting date to 10/29/2025.

Anna Grimmett seconded the motion.

Meeting moved to October 29, 2025

Time for public comment offered but none provided.

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

G. Vote to amend the Board and Committee Meeting Schedule:

Richard Cannon made a motion to amend Board and Committee Meeting Schedule to 4pm.

Anna Grimmett seconded the motion.

Time for public comment offered but none provided.

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

Amy Marcus will amend and send notice to LDOE.

IV. D.O.N.

- A. Joellen to monitor/manage Paylocity Contract; calendar out review of agreement on/before May 2027 re: satisfaction with services and monthly rate for following term
- B. Amy Marcus to amend Facilities Committee meeting calendar and provided needed notifications to LDOE.
- C. Amy Marcus to amend ACE calendar to reflect rescheduling of October meeting date to October 29 due to Fall Break.

V. Closing Items

A. Adjourn Meeting

Richard Cannon made a motion to adjourn.

Davy Mize seconded the motion.

The board **VOTED** unanimously 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 4:50 PM.

Respectfully Submitted,

Holly Allen

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.orgdescribing the assistance that is necessary.

Coversheet

Executive Director Report

Section: II. Reports

Item: A. Executive Director Report

Purpose: FY

Submitted by:

Related Material: Provision.pdf

 $25\hbox{-}26. Riley Physical The rapy. PTA_Contract. 9.3. 25. docx.pdf$

APE.Contract.pdf



314 East Georgia Ruston, LA 71270 (318) 773-3703 michael@provisionla.com

Estimate

| ESTIMATE# | 1070922492 |
|-----------|------------|
| DATE | 09/09/2025 |
| PO# | |

CUSTOMER

ACE School 1400 North 4Th Street Monroe La 71201

SERVICE LOCATION

ACE School 1400 North 4Th Street Monroe La 71201

Ace School add on

9 doors

DESCRIPTION

43 Cameras

10 Phones

16 Wireless AP's

27 Window Contacts

Estimate

| Description | Qty | Rate | Total |
|--|------|----------|----------|
| Misc Model # AC-MER-CONT-MP1502 MERCURY MP1502 INTELLIGENT CONTROLLER (2 DOORS, 4 READERS, 8 INPUTS, 4 OUTPUTS) | 1.00 | 1,880.00 | 1,880.00 |
| Misc Series 3B Two-Reader Interface Module (Mercury Part #: MR52-S3B) | | | |
| Model # AC-MER-CON-MR52-S3B | 4.00 | 980.96 | 3,923.84 |
| HID® Mercury™ MR52-S3B Controller Serial I/O Dual Card Reader Interface, 2-Reader Interface Module - (2 reader: mag, wiegand, 4 reader OSDP, 8 inputs, 6 relays) (Mercury MR52-S3B) | | | |
| Power Supply LifeSafety Power FPO150-B100D8PM8NL4E4M Model # AC-LSP-FPO150-B100D8PM8NL4E4M Power supply board 150W, 12A/12V or 6A/24V Secondary voltage power supply, 5-18V adjustable @ 4A max, class 2 power limited output 8 auxiliary DC outputs class 2 power limited at 2.5A per output Eight output smart distribution module, fused at 3A per output Four port network monitoring module Enclosure, Size 24. (20W x 24H x 4.5D) with backplate which can hold up to four Mercury boards. Battery space available in front of Mercury boards. | 1.00 | 1,520.65 | 1,520.65 |
| Power Supply Lifesafety Power Four Door Mercury Dual Voltage Integrated Power System | 1.00 | 725.49 | 725.49 |

Model # AC-LSP-4DR-MER-LCK

Four Door Mercury Dual Voltage Integrated Power System supporting one AC-MER-CONT-2DR with one AC-MER-CON-MR52 (Mercury hardware sold separately). The advantage of a dual voltage power supply is the ability to power both Mercury boards and door locks from the same supply. Includes a painted steel enclosure, removable pre drilled back plate, controller standoffs and mounting screws and a 75 watt 12V/2A and 24V/2A

| Description | Qty | Rate | Total |
|---|-------|-----------|-----------|
| power supply-battery charger. The power supply is pre-wired to eight Class 2, Power Limited (CL2PL) outputs (D8P Board) delivering a regulated independent power connection to each Mercury board and four fused output (C4 Board) for independent relay lock power. The power supply features dual outputs (12 & 24volts DC), form 'C' fault relay contacts, a fire alarm input and network interface (interface module sold separately) to enable monitoring, reporting and control of the power system from Access Control Manager (ACM) link. Battery space for two 12V, 8Ah batteries is available in cabinet. Cabinet size: 16" x 20" x 4.5" with door lock and two (2) keys. Weight 19 lb.(LifeSafety Power Part Number: FPO75-B100C4D8PE2M) | | | |
| Key Fob Reader Hid Reader | 16.00 | 340.00 | 5,440.00 |
| MagLock Egress Delay Maglock | 7.00 | 850.00 | 5,950.00 |
| Wire Wire and Connectors for Access Control | 1.00 | 2,750.00 | 2,750.00 |
| Misc Push Bar | 9.00 | 250.00 | 2,250.00 |
| SF Labor Time Labor Time to install Access Control | 1.00 | 10,500.00 | 10,500.00 |
| Unifi Wifi Satelite | 16.00 | 160.00 | 2,560.00 |
| Rack Network Rack | 1.00 | 350.00 | 350.00 |
| UPS Backup Power Supply | 2.00 | 350.00 | 700.00 |
| Wire Wire and Connectors | 1.00 | 750.00 | 750.00 |
| Patch 24 Port Patch Panel | 3.00 | 95.00 | 285.00 |
| Switch 48 Port unifi network switch | 2.00 | 1,399.00 | 2,798.00 |
| Misc Building Bridge A 60 GHz wireless point-to-point bridge. | 1.00 | 1,299.00 | 1,299.00 |
| Misc Voip Polycom Phone | 10.00 | 229.00 | 2,290.00 |
| RJ45 RJ45 Network Jack | 20.00 | 3.50 | 70.00 |
| PLate Network Wall Plate | 20.00 | 5.00 | 100.00 |
| SF Labor Time Labor Time to install Wifi, Network, and Phones | 1.00 | 3,950.00 | 3,950.00 |
| UNV 4MP Audio NDAA Compliant Human and Vehicle Classification IP Outdoor Fixed Starlight Turret 4MP (2688x1520) Resolution 2.8mm Fixed Lens Approx. 100 FT IR Range Built-in Microphone IP67, 3 Axis Design 120dB WDR DC12V, PoE | 34.00 | 149.95 | 5,098.30 |
| UNV 4MP Bullet • NDAA Compliant • Smart Intrusion Prevention | 9.00 | 169.00 | 1,521.00 |

| Description | Qty | Rate | Total |
|---|-------|----------|-----------|
| Human and Vehicle Classification IP Outdoor Fixed LightHunter Bullet 4MP (2688x1520) Resolution 2.8mm Fixed Lens Approx. 131 FT IR Range Built-in Microphone IP67 Rated Weatherproof 120dB WDR DC12V, PoE | - | | |
| UNV Bullet Junction Box • Junction Box For Bullet • Compatible With GS222-MB, GS228-MB • Compatible With GS334-MB • 3/4" Knockout • Aluminum Alloy • 3.75" x 3.75" x 1.75" • Approx 1 LBS | 9.00 | 22.50 | 202.50 |
| 64 NVR 64 Channel NVR *Remote Live View and Playback *Quad Core processor | 5.00 | 2,599.00 | 12,995.00 |
| 10Tb Hard Drive 10Tb Hard Drive | 3.00 | 295.00 | 885.00 |
| Wire Wire and Connectors for Cameras | 1.00 | 3,250.00 | 3,250.00 |
| TV Articulating 32 Inch Tv Mount | 4.00 | 79.99 | 319.96 |
| Monitor 50 inch monitor | 4.00 | 325.00 | 1,300.00 |
| SF Labor Time Labor Time | 1.00 | 4,950.00 | 4,950.00 |
| Misc Access Control Manager 6 Sixteen Doors Expansion Software Licenses Model # AC-SW-LIC-16RCU-6-P Additional 16 Doors Expansion Software Licenses for Avigilon Access Control Manager Professional, Enterprise, Enterprise Plus & Virtual | 1.00 | 2,250.00 | 2,250.00 |
| Misc Window Alarms | 28.00 | 25.00 | 700.00 |

| CUSTOMER MESSAGE | Estimate rotai: | \$83,563.7 |
|---|-----------------|------------|
| Quote does not include Shipping, Tax, or Misc | | |

| | PRE-WORK SIGNATURE | |
|------------|--------------------|--|
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| | | |
| Sianed Bv: | | |

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 09/18/2025, 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 Physical 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 \$55.00/per hour for Licensed Physical Therapist Assistant.

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

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

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

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

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

Eman. jasonæmeypnysicannerapy.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

4869-9807-5563v1 2963168-000002 03/11/2024

- **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.

[Remainder of Page Left Blank Intentionally]

| Riley Physical Therapy |
|--|
| Signature: |
| Printed Name: Jason Riley Title: President/CEO Date: |
| Academy of Collaborative Education |
| Signature: |
| Printed Name: Joellen Freeman |
| Title: Executive Director |

Date: 9.3.25

Exhibit A

Riley Physical Therapy

1. Scope of Services

Provider agree to deliver the following services:

- Provide an Physical Therapy Assistant employed by Jason Riley Physical Therapy.
- Physical Therapist shall design, develop, and deliver evaluation and supervision services in a professional and skillful manner.
- PT services shall be tailored for students in the form of an Individualized Educational Plan ("IEP"). Therapy plans are developed and reviewed with the Physical Therapy Assistant ("PTA") 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.
- 1. The Physical Therapy Assistant will provide Services at a rate of fifty-five dollars (\$55.00) an hour and will work twelve (12) to fifteen (15) hours per week while ACE is in session. The hours worked per week by PTA will be scheduled and performed based on Riley Physical Therapy, Inc.'s assessment of the needs of the clients being served at ACE.

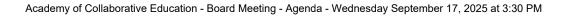


Exhibit A

4869-9807-5563v1 2963168-000002 03/11/2024

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made by and between ACADEMY OF COLLABORATIVE EDUCATION ("ACE") and Deyanna Carter ("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 10/01/2025, 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 Adaptive Physical Education services 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 \$40.00/per hour for a certified Adaptive Physical Education Teacher.

The Contractor, Deyanna Carter, will submit a monthly invoice to the ACE Business office on behalf of Contractor's invoice must be itemized and indicate the specific

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

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

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

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: Deyanna

Address:

Attention: Deyanna Carter

Email: mrsdcarter2010@gmail.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

2963168-000002 03/11/2024

- **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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| Deyanna Carter |
|------------------------------------|
| Signature: |
| Printed Name: Deyanna Carter Date: |
| Academy of Collaborative Education |
| Signatura: |
| Signature: |
| Printed Name: Joellen Freeman |
| |

Exhibit A

Riley Physical Therapy

1. Scope of Services

Provider agree to deliver the following services:

- Provide an Adaptive Physical Education services: Evaluate, design and develop goals for the Individualized Education Plan (IEP) tailored for each qualifying student.
- Therapy plans are developed and reviewed 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 Deyanna Carter shall, collectively, serve as an independent contractor.
- 1. Adaptive Physical Education services will provide at a rate of forty dollars (\$40.00) an hour and will work no more than 30 hours per week while ACE is in session.

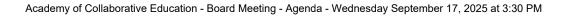


Exhibit A

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Coversheet

Committee Reports

Section: II. Reports

Item: B. Committee Reports

Purpose: FYI

Submitted by:

Related Material: 2025_08_27_governance_committee_meeting_minutes.pdf

2025_09_03_academic_excellence_committee_meeting_minutes.pdf 2025_09_11_facility_development_committee_meeting_minutes (1).pdf

2025_09_10_finance_committee_meeting_minutes (1).pdf



Academy of Collaborative Education

Minutes

Governance Committee Meeting

Date and Time

Wednesday August 27, 2025 at 3:30 PM

Pursuant to 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 to the general public that the Board will hold a regular, special, or re-scheduled meeting, open to the public as specified below. To ensure compliance with the Open Meeting Law, recipients of this message should not forward it to other Board members, and Board members should not reply to this message.

Committee Members Present

Amy Marcus (remote), Holly Allen (remote), Joellen Freeman

Committee Members Absent

None

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

Holly Allen called a meeting of the Governance Committee of Academy of Collaborative Education to order on Wednesday Aug 27, 2025 at 3:48 PM.

The meeting was delayed due to an emergent school situation involving staff illness leading to tomorrow's closure.

C. Approval of Committee Meeting Minutes

Amy Marcus made a motion to approve the minutes from Governance Committee Meeting on 07-14-25.

Joellen Freeman seconded the motion.

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

II. Governance

A. Report: Executive Director Update

Joellen continues to collaborate with Grace Episcopal to finalize the lease agreement, whereby ACE will pay \$3,125 plus utilities for the subsequent three years. There remain a few clauses in the lease that Joellen intends to revise or include.

III. Progress Toward SMART Goals:

A. Governance SMART Goals for SY25-26

Holly will revise the proposed SMART goals and create a "checklist" to be used for all new contract oversight.

IV. Progress Toward Dashboard Goals:

A. Review of Board Composition

This item has been deferred to the subsequent Governance Committee meeting.

B. Review and Revision of board job descriptions and bylaws

This item has been deferred to the subsequent Governance Committee meeting.

C. EDSaE (Subcommittee of Governance)

This item has been deferred to the subsequent Governance Committee meeting.

V. Action Items

A. D.O.N.

Holly will update the SMART Goals before the next committee meeting.

Joellen will inform the committee when the Grace lease is ready for review.

VI. Other Business

A. Committee Meeting Scheduling

The Governance Committee meeting is scheduled for September 24 at 3:30.

VII. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 4:24 PM.

Respectfully Submitted, Amy Marcus

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.orgdescribing the assistance that is necessary.



Academy of Collaborative Education

Minutes

Academic Excellence Committee Meeting

Date and Time

Wednesday September 3, 2025 at 3:00 PM

Pursuant to 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 to the general public that the Board will hold a regular, special, or re-scheduled meeting, open to the public as specified below. To ensure compliance with the Open Meeting Law, recipients of this message should not forward it to other Board members, and Board members should not reply to this message.

Committee Members Present

Allison Dickens, Amy Marcus (remote), Dawn Stanfield, Jessica Burkett, Joellen Freeman, Karen Roberson

Committee Members Absent

Carmen Parks

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

Amy Marcus called a meeting of the Academic Excellence Committee of Academy of Collaborative Education to order on Wednesday Sep 3, 2025 at 4:09 PM.

C. Approve Minutes

Joellen Freeman made a motion to approve the minutes from Academic Excellence Committee Meeting on 08-06-25.

Karen Roberson seconded the motion.

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

II. Principal's Goals and Accountability Practices

A. Revised Principal's Goals

Karen Roberson confirmed her satisfaction with the recent revisions to the principal's goals.

B. "Johnny's Pizza Box" Portfolio Process for SY25-26/addition of Digital Portfolios for SY26-27

Regarding the implementation of the "pizza box" strategies, Karen will hand out the physical pizza boxes to staff members next Wednesday.

She will also offer training on the appropriate items to include at that time.

C. Staff Professional Development Update

Karen reported ongoing professional development activities, including staff training sessions on Office Puzzle and technical support skills for student computers.

D. Parent Engagement

A discussion was held regarding the scheduling of Parent Volunteer Organization (PVO) meetings through Zoom or on Saturdays before or after the Parent Workshops to enhance participation.

III. Progress-Toward-Goals:

A. Progress-Toward-Goals:

- Goal 1: Improve parent knowledge and involvement in student assessment data.
 The current focus is on gathering assessment data, with plans to kick off initiatives by September 10th. (On Target)
- Goal 2: Increase reading and literacy scores by 35%. (On Target) with ongoing assessment activities.
- Goal 3: Integrate ABA principles for improved behavior management. (On Target) with principles being used, but formal ABA services are pending.

- Goal 4: Integrate communication boards school-wide. Implementation is (On Target) and in progress, with boards in classrooms and plans for pre-recorded buttons.
- Goal 5: Implement parent training and enhance participation. Scheduled sessions are planned, and progress is (On Target).

Goal 6: Strengthen Communication Systems:

- Discussion on communication methods, including emails, texts, and parent engagement strategies.
- Revision of communication goals is in progress for clarity and precision. (On Target)

Goal 7: Increase Volunteer Engagement:

• Current efforts are underway to enhance volunteer engagement, but the goal is not yet on target. (Off Target)

IV. Academic Excellence Committee Progress on Dashboard Items:

A. SY25-26 Teacher surveys

Committee members will review the document about Teacher/Staff surveys and contact Amy with suggestions for meaningful survey questions.

B. Committee Expansion

Committee members will review the document about committee expansion, and the committee will discuss it further at the next meeting.

C. Written staff retention plan:

Committee members will review the attached document and utilize it as a foundational reference for additional staff retention strategies.

V. D.O.N.

A. Decisions. Owners. Next.

- Joellen Freeman to revise the communication goal, share with the committee, and put it on the board meeting agenda for approval.
- Committee members to review interim assessment documents before the next meeting.

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.orgdescribing the assistance that is necessary.



Academy of Collaborative Education

Minutes

Facility/Development Committee Meeting

Date and Time

Thursday September 11, 2025 at 3:30 PM

Pursuant to 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 to the general public that the Board will hold a regular, special, or re-scheduled meeting, open to the public as specified below. To ensure compliance with the Open Meeting Law, recipients of this message should not forward it to other Board members, and Board members should not reply to this message.

Committee Members Present

Allison Dickens, Amy Marcus (remote), Davy Mize, Joellen Freeman, Karen Roberson, Richard Cannon (remote)

Committee Members Absent

None

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

Davy Mize called a meeting of the Facility/Development Committee of Academy of Collaborative Education to order on Thursday Sep 11, 2025 at 4:01 PM.

C. Approve Minutes

Joellen Freeman made a motion to approve the minutes from Facility/Development Committee Meeting on 08-14-25.

Richard Cannon seconded the motion.

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

II. Facility/Development

A. Grace Lease Agreement

Joellen spoke with Father Don and is awaiting the final revisions. The tentative signing dates for the lease are between October 15 and November 1. A special session for governance and finance committees may be held to discuss the lease if the lease is presented on 09/12/25, to be approved and presented to the board at the next scheduled board meeting on 09/17/25.

B. Time frame on the move

Proposed time frame to move, once approved, is mid November to Thanksgiving break. It will take 3 weeks to order equipment with an additional 2 weeks to get equipment installed. Joellen proposed the use of 2 Men and a Truck moving company to complete the move in process. Davy suggested he would also call in some of the dads of ACE to help with the move.

C. HVAC on Main Campus & Plumbing

The committee discussed the need for an overhaul in the ductwork for the HVAC system. The maintenance costs will not be covered by CSP funds and would require fundraising to allocate the funds for the repairs. Quotes will be taken from HVAC service providers which would include Byrnes Mechanical and Albrittons. Classrooms mentioned as having problems with air conditioning are the second kindergarten class and the 2nd EAP class.

ACE is working with the staff to refrain from flushing non-flushable items. There was discussion of contacting Kelly Plumbing about routine maintenance that can be performed in-house on monthly basis.

D. Hanging Communication Board in the gym

Communication Boards were hung in the gym by Chris McClinton. There are more communication boards in the works to be placed around the school.

E. Attic Stairs

The condition of the attic stairs were discussed. Both, the stairs in classroom 11 and the staff lounge located on the kinder hall, were deemed to be in unsafe condition and would require replacing. Davy proposed repairing the stairs on a weekend or over fall break.

III. Other Business

A. Progress towards Smart Goals

The committee agreed that they are on target for Smart Goals.

B. Facilities Maintenance

The committee discussed the need to follow up on TBA warranty work with Traxler. This would include dampers and non-functioning light sensors. Joellen stated she would email Rich regarding these items.

C. Meeting Changes

The committee discussed changing the meeting to every other month once ACE has been moved and settled in the new location as this move will be in effect for three years.

IV. Closing Items

A. Adjourn Meeting

DON (Decisions, Owners, Next Steps)

Next steps

- <u>Davy to contact a professional to get quotes for overhauling the ductwork in the building.</u>
- <u>Davy to call Kelly plumbing to ask for recommendations on monthly maintenance</u> products for the plumbing system.
- Davy to schedule the repair/installation of attic access stairs during the fall break .
- <u>Davy to email Rich to follow up on the TBA warranty work with Traxler regarding the roof, damper, and non-functioning sensors.</u>

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 4:21 PM.

Respectfully Submitted, Allison Dickens

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 icfreeman@aceforasd.orgdescribing the assistance that is necessary.



Academy of Collaborative Education

Minutes

Finance Committee Meeting

Date and Time

Wednesday September 10, 2025 at 2:00 PM

Pursuant to 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 to the general public that the Board will hold a regular, special, or re-scheduled meeting, open to the public as specified below. To ensure compliance with the Open Meeting Law, recipients of this message should not forward it to other Board members, and Board members should not reply to this message.

Committee Members Present

Allison Dickens, Amy Marcus (remote), Joellen Freeman, Katie Kahmann, Latner McDonald

Committee Members Absent

Anna Grimmett, Mike Dunn

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

Latner McDonald called a meeting of the Finance Committee of Academy of Collaborative Education to order on Wednesday Sep 10, 2025 at 2:04 PM.

C.

Approve Minutes

Joellen Freeman made a motion to approve the minutes from Finance Committee Meeting on 08-13-25.

Amy Marcus seconded the motion.

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

II. Finance

A. Lease for Middle School with Grace

While the base rental price amount aligns with ACE's budget, we are still awaiting clarification from the fire marshal and an insurance increase on the property. Final updates to the contract can be presented to the full board for approval.

The committee discussed Provision's quote for mag-lock doors, alarmed windows, and delayed entries upon approval from the fire marshal. Also, Provision is to install a sprinkler system, provided all parties agree.

B. SPED Strategies contract

Although the Finance Committee endorses the contract in principle, there are inaccuracies in the dates and clauses that are disproportionately worded, such as ACE being assigned excessive responsibility and SPED strategies being held insufficiently accountable.

The committee will revisit approval of this contract to the full board after these items have been corrected.

Joellen will send the contract back to SPED Strategies for the requested amendments.

C. Insurance cost increase for ACE

Joellen wished to inform the committee about the increase in the annual insurance premium resulting from the rental of additional space at Grace.

D. Security and Safety Quote for expansion into Grace building.

ProVision has prepared a quote for safety and security measures at the Grace Episcopal premises. The estimated cost is approximately \$85,000 and can be reimbursed through the CSP grant.

The committee resolved to recommend approval by the full board at the upcoming meeting, with approval contingent upon the formal signing of the lease and the leasing of the Grace space.

E.

Professional Services Agreement - Riley Physical Therapy

The committee recommended that the full board approve this contract at the forthcoming meeting.

III. Other Business

A. Stipend Updates

Joellen reported that ACE received a secondary deposit for the 24-25 stipend for Credentialed and Support Staff. ACE has also received the 25-26 stipend allocation. She will have a proposal for the Governance Committee by the next meeting at the end of September and Finance and full board in October.

IV. Progress-Toward-Goals:

A. Finance SMART Goals

Many objectives are delayed mainly due to the transition from our previous CPA firm to EdOps. Improvements and aligned timelines should be evident next month.

V. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 3:12 PM.

Respectfully Submitted, Allison Dickens

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.orgdescribing the assistance that is necessary.

Coversheet

Vote on Professional Services Agreement — Riley Physical Therapy

Section: IV. Action Items

Item: A. Vote on Professional Services Agreement — Riley Physical Therapy

Purpose: Vote

Submitted by:

Related Material: 25-26.RileyPhysicalTherapy.PTA_Contract.9.3.25.docx.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 09/18/2025, 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 Physical 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 \$55.00/per hour for Licensed Physical Therapist Assistant.

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

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

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

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

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

4869-9807-5563v1 2963168-000002 03/11/2024

- **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.

[Remainder of Page Left Blank Intentionally]

| Riley Physical Therapy |
|--|
| Signature: |
| Printed Name: Jason Riley Title: President/CEO Date: |
| Academy of Collaborative Education |
| Signature: |
| Printed Name: Joellen Freeman |
| Title: Executive Director |

Date: 9.3.25

Exhibit A

Riley Physical Therapy

1. Scope of Services

Provider agree to deliver the following services:

- Provide an Physical Therapy Assistant employed by Jason Riley Physical Therapy.
- Physical Therapist shall design, develop, and deliver evaluation and supervision services in a professional and skillful manner.
- PT services shall be tailored for students in the form of an Individualized Educational Plan ("IEP"). Therapy plans are developed and reviewed with the Physical Therapy Assistant ("PTA") 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.
- 1. The Physical Therapy Assistant will provide Services at a rate of fifty-five dollars (\$55.00) an hour and will work twelve (12) to fifteen (15) hours per week while ACE is in session. The hours worked per week by PTA will be scheduled and performed based on Riley Physical Therapy, Inc.'s assessment of the needs of the clients being served at ACE.

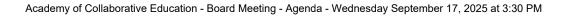


Exhibit A

4869-9807-5563v1 2963168-000002 03/11/2024

Coversheet

Vote on Provision Quote (Safety and Security at Grace site)

Section: IV. Action Items

Item: B. Vote on Provision Quote (Safety and Security at Grace site)

Purpose: Vote

Submitted by:

Related Material: Provision.pdf



314 East Georgia Ruston, LA 71270 (318) 773-3703 michael@provisionla.com

Estimate

| ESTIMATE# | 1070922492 |
|-----------|------------|
| DATE | 09/09/2025 |
| PO# | |

CUSTOMER

ACE School 1400 North 4Th Street Monroe La 71201

SERVICE LOCATION

ACE School 1400 North 4Th Street Monroe La 71201

Ace School add on

9 doors

DESCRIPTION

43 Cameras

10 Phones

16 Wireless AP's 27 Window Contacts

Estimate

| Description | Qty | Rate | Total |
|--|------|----------|----------|
| Misc Model # AC-MER-CONT-MP1502 MERCURY MP1502 INTELLIGENT CONTROLLER (2 DOORS, 4 READERS, 8 INPUTS, 4 OUTPUTS) | 1.00 | 1,880.00 | 1,880.00 |
| Misc Series 3B Two-Reader Interface Module (Mercury Part #: MR52-S3B) | | | |
| Model # AC-MER-CON-MR52-S3B | 4.00 | 980.96 | 3,923.84 |
| HID® Mercury™ MR52-S3B Controller Serial I/O Dual Card Reader Interface, 2-Reader Interface Module - (2 reader: mag, wiegand, 4 reader OSDP, 8 inputs, 6 relays) (Mercury MR52-S3B) | | | |
| Power Supply LifeSafety Power FPO150-B100D8PM8NL4E4M Model # AC-LSP-FPO150-B100D8PM8NL4E4M Power supply board 150W, 12A/12V or 6A/24V Secondary voltage power supply, 5-18V adjustable @ 4A max, class 2 power limited output 8 auxiliary DC outputs class 2 power limited at 2.5A per output Eight output smart distribution module, fused at 3A per output Four port network monitoring module Enclosure, Size 24. (20W x 24H x 4.5D) with backplate which can hold up to four Mercury boards. Battery space available in front of Mercury boards. | 1.00 | 1,520.65 | 1,520.65 |
| Power Supply Lifesafety Power Four Door Mercury Dual Voltage Integrated Power System | 1.00 | 725.49 | 725.49 |

Model # AC-LSP-4DR-MER-LCK

Four Door Mercury Dual Voltage Integrated Power System supporting one AC-MER-CONT-2DR with one AC-MER-CON-MR52 (Mercury hardware sold separately). The advantage of a dual voltage power supply is the ability to power both Mercury boards and door locks from the same supply. Includes a painted steel enclosure, removable pre drilled back plate, controller standoffs and mounting screws and a 75 watt 12V/2A and 24V/2A

| Description | Qty | Rate | Total |
|---|-------|-----------|-----------|
| power supply-battery charger. The power supply is pre-wired to eight Class 2, Power Limited (CL2PL) outputs (D8P Board) delivering a regulated independent power connection to each Mercury board and four fused output (C4 Board) for independent relay lock power. The power supply features dual outputs (12 & 24volts DC), form 'C' fault relay contacts, a fire alarm input and network interface (interface module sold separately) to enable monitoring, reporting and control of the power system from Access Control Manager (ACM) link. Battery space for two 12V, 8Ah batteries is available in cabinet. Cabinet size: 16" x 20" x 4.5" with door lock and two (2) keys. Weight 19 lb.(LifeSafety Power Part Number: FPO75-B100C4D8PE2M) | | | |
| Key Fob Reader Hid Reader | 16.00 | 340.00 | 5,440.00 |
| MagLock Egress Delay Maglock | 7.00 | 850.00 | 5,950.00 |
| Wire Wire and Connectors for Access Control | 1.00 | 2,750.00 | 2,750.00 |
| Misc Push Bar | 9.00 | 250.00 | 2,250.00 |
| SF Labor Time Labor Time to install Access Control | 1.00 | 10,500.00 | 10,500.00 |
| Unifi Wifi Satelite | 16.00 | 160.00 | 2,560.00 |
| Rack Network Rack | 1.00 | 350.00 | 350.00 |
| UPS Backup Power Supply | 2.00 | 350.00 | 700.00 |
| Wire Wire and Connectors | 1.00 | 750.00 | 750.00 |
| Patch 24 Port Patch Panel | 3.00 | 95.00 | 285.00 |
| Switch 48 Port unifi network switch | 2.00 | 1,399.00 | 2,798.00 |
| Misc Building Bridge A 60 GHz wireless point-to-point bridge. | 1.00 | 1,299.00 | 1,299.00 |
| Misc Voip Polycom Phone | 10.00 | 229.00 | 2,290.00 |
| RJ45 RJ45 Network Jack | 20.00 | 3.50 | 70.00 |
| PLate Network Wall Plate | 20.00 | 5.00 | 100.00 |
| SF Labor Time Labor Time to install Wifi, Network, and Phones | 1.00 | 3,950.00 | 3,950.00 |
| UNV 4MP Audio NDAA Compliant Human and Vehicle Classification IP Outdoor Fixed Starlight Turret 4MP (2688x1520) Resolution 2.8mm Fixed Lens Approx. 100 FT IR Range Built-in Microphone IP67, 3 Axis Design 120dB WDR DC12V, PoE | 34.00 | 149.95 | 5,098.30 |
| UNV 4MP Bullet • NDAA Compliant • Smart Intrusion Prevention | 9.00 | 169.00 | 1,521.00 |

| Description | Qty | Rate | Total |
|---|-------|----------|-----------|
| Human and Vehicle Classification IP Outdoor Fixed LightHunter Bullet 4MP (2688x1520) Resolution 2.8mm Fixed Lens Approx. 131 FT IR Range Built-in Microphone IP67 Rated Weatherproof 120dB WDR DC12V, PoE | - | | |
| UNV Bullet Junction Box • Junction Box For Bullet • Compatible With GS222-MB, GS228-MB • Compatible With GS334-MB • 3/4" Knockout • Aluminum Alloy • 3.75" x 3.75" x 1.75" • Approx 1 LBS | 9.00 | 22.50 | 202.50 |
| 64 NVR 64 Channel NVR *Remote Live View and Playback *Quad Core processor | 5.00 | 2,599.00 | 12,995.00 |
| 10Tb Hard Drive 10Tb Hard Drive | 3.00 | 295.00 | 885.00 |
| Wire Wire and Connectors for Cameras | 1.00 | 3,250.00 | 3,250.00 |
| TV Articulating 32 Inch Tv Mount | 4.00 | 79.99 | 319.96 |
| Monitor 50 inch monitor | 4.00 | 325.00 | 1,300.00 |
| SF Labor Time Labor Time | 1.00 | 4,950.00 | 4,950.00 |
| Misc Access Control Manager 6 Sixteen Doors Expansion Software Licenses Model # AC-SW-LIC-16RCU-6-P Additional 16 Doors Expansion Software Licenses for Avigilon Access Control Manager Professional, Enterprise, Enterprise Plus & Virtual | 1.00 | 2,250.00 | 2,250.00 |
| Misc Window Alarms | 28.00 | 25.00 | 700.00 |

| CUSTOMER MESSAGE | Estimate rotal: | \$83,563.7 |
|---|-----------------|------------|
| Quote does not include Shipping, Tax, or Misc | | |

| | PRE-WORK | SIGNATURE | |
|------------|----------|-----------|--|
| | | | |
| | | | |
| | | | |
| | | | |
| Signed By: | | | |

Coversheet

Vote on APE (Adapted/Adaptive Physical Education) Contract

Section: IV. Action Items

Item: C. Vote on APE (Adapted/Adaptive Physical Education) Contract

Purpose: Vote

Submitted by:

Related Material: APE.Contract.pdf

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made by and between ACADEMY OF COLLABORATIVE EDUCATION ("ACE") and Deyanna Carter ("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 10/01/2025, 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 Adaptive Physical Education services 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 \$40.00/per hour for a certified Adaptive Physical Education Teacher.

The Contractor, Deyanna Carter, will submit a monthly invoice to the ACE Business office on behalf of Contractor. Contractor's invoice must be itemized and indicate the specific

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

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

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

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: Deyanna

Address:

Attention: Deyanna Carter

Email: mrsdcarter2010@gmail.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.

[Remainder of Page Left Blank Intentionally]

| Deyanna Carter |
|--|
| Signature: |
| Printed Name: Deyanna Carter Date: |
| |
| Academy of Collaborative Education |
| Academy of Collaborative Education Signature: |
| • |
| Signature: |

Exhibit A

Riley Physical Therapy

1. Scope of Services

Provider agree to deliver the following services:

- Provide an Adaptive Physical Education services: Evaluate, design and develop goals for the Individualized Education Plan (IEP) tailored for each qualifying student.
- Therapy plans are developed and reviewed 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 Deyanna Carter shall, collectively, serve as an independent contractor.
- 1. Adaptive Physical Education services will provide at a rate of forty dollars (\$40.00) an hour and will work no more than 30 hours per week while ACE is in session.

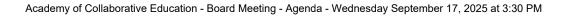


Exhibit A

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