

Academy of Collaborative Education

Board Meeting

Published on November 18, 2025 at 1:49 PM CST

Date and Time

Wednesday November 19, 2025 at 3:30 PM CST

Location

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

Joellen Freeman is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us06web.zoom.us/j/87436971728?pwd=7XyikG66JeZcDMXvjI5PE1LItW5Vd8.1>

View meeting insights with Zoom AI Companion

<https://us06web.zoom.us/launch/edl?muid=30540080-aaf7-4907-8a39-1e3df9d0d4b8>

Meeting ID: 874 3697 1728

Passcode: 574500

One tap mobile

+16465588656,,87436971728#,,, *574500# US (New York)

+16469313860,,87436971728#,,, *574500# US

Join by SIP

• 87436971728@zoomcrc.com

Join instructions

https://us06web.zoom.us/join/87436971728?signature=sCrt2lvVlehnGILSuex6oFCV7pjiLz-1u_sLAnTUc6Q

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.

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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.

Agenda

Purpose Presenter Time

I. Opening Items 3:30 PM

- | | | | | |
|-----------|-------------------------------|--------------------|-----------------|-----|
| A. | Record Attendance | | Allison Dickens | 2 m |
| B. | Call the Meeting to Order | | Kara Maggiore | 1 m |
| C. | Approve Minutes from 10.29.25 | Approve
Minutes | Kara Maggiore | 3 m |

Motion: Move to approve meetings from the October 29, 2025 meeting of the governing ACE Board of Directors as presented in the board packet.

- | | | | | |
|-----------|--------------------|------|---------------|-----|
| D. | Approval of Agenda | Vote | Kara Maggiore | 3 m |
|-----------|--------------------|------|---------------|-----|

Motion Option #1: Move to approve the agenda as presented.

Motion Option #2: Move to approve the agenda as amended by board discussion to include <insert amendment>.

Request for amendment to the agenda, or approval of the agenda as presented.

II. Reports 3:39 PM

- | | | | | |
|-----------|---------------------------|-----|-----------------|------|
| A. | Board Chair Report | FYI | Kara Maggiore | 5 m |
| B. | Executive Director Report | FYI | Joellen Freeman | 15 m |

The Executive Director reports on the organization's performance, strategic progress, financial health, and any other significant updates.

- Enrollment Data
- Staffing Update
- Updated Financials
- Audit progress
- Sixth-grade expansion update
- SY25-26 Progress to Goals
- SY26-27 Enrollment Process Update

	Purpose	Presenter	Time
C. Committee Reports	FYI	Kara Maggiore	10 m

Board committee chairs will provide a brief summary of their committee meeting, including a statement of proposed actions needing full board approval during the current meeting.

Committees will report in the following order:

- Governance (Holly Allen)
- Finance (Latner McDonald)
- Facilities (Davy Mize)
- Academic Excellence (Kara Maggiore)

III. New Business 4:09 PM

A. A. Introduce Prospective Board Member	Discuss	Latner McDonald	8 m
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Introduction and nomination of new board member, Curtis Eberts.

B. Governing Board Meeting Schedule Changes	Discuss	Kara Maggiore	8 m
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Discuss changes to the governing board meeting schedule from meeting monthly to meeting every other month. Remaining meetings for FY26 will be held in February, April, and June. Special meetings may be called if necessary.

C. Review + Discuss Audit Engagement Letter	Discuss	Anna Grimmett	8 m
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Provide overview and discuss audit engagement letter from Woodard and Associates. Both governance and finance committees have reviewed the engagement letter and recommend approval.

D. Review + Discuss VCOM MOU	Discuss	Joellen Freeman	8 m
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Provide overview and discuss VCOM MOU, which provides opportunity for medical students to engage in meaningful activities with ACE students.

Governance committee reviewed the VCOM MOU and recommends approval with the provision that an additional certificate of insurance is provided naming Academy of Collaborative Education as additional insured.

E. Review + Discuss Grace Lease	Discuss	Joellen Freeman	10 m
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	Purpose	Presenter	Time
Provide updates on and discuss amendments to Grace Lease for additional space that will hold 5th and 6th grade this school year and provide continued growth opportunities in future years.			
IV. Action Items			4:51 PM
A. Nomination of Curtis Eberts to ACE Board of Directors	Vote	Kara Maggiore	2 m
Motion: Move to nominate Curtis Eberts for one term as a member of the ACE Governing Board of Directors.			
B. ACE Governing Board Schedule	Vote	Kara Maggiore	2 m
Motion: Move to approve the changes to the ACE governing Board of Directors meeting schedule from monthly to every other month moving forward with remaining FY26 meetings occurring February, April, and June.			
C. Woodard & Associates Engagement Letter	Vote	Kara Maggiore	2 m
Motion: Move to approve Woodard & Associates engagement letter as presented in board packet.			
D. VCOM MOU	Vote	Kara Maggiore	2 m
Motion: Move to approve the VCOM contract with the provision that an additional certificate of insurance is provided naming Academy of Collaborative Education as additional insured.			
E. Grace Building Lease	Vote	Kara Maggiore	2 m
Motion: Move to approve Grace building lease as presented in board packet, which provides for a lease ending in 2028 with a monthly cost of \$3,125 through June 30, 2026, and then rising to \$3,958 through June 30, 2028.			
V. Other Business			5:01 PM
A. Reminder: Board Ethics Training	FYI	Kara Maggiore	3 m
Each trustee must complete 1 hour of Ethics Training by Dec.31, 2026. https://eap.ethics.la.gov/EthicsTraining/login.aspx			
Please download the provided certificate upon completion and email to Allison Dickens and Kara Maggiore by EOD on 12/30/2025.			

	Purpose	Presenter	Time
B. Enrollment Process Reminder	FYI	Kara Maggiore	1 m
SY26-27 enrollment process begins on December 1, 2025. Please remind families as you engage with them and direct any questions to Joellen and team.			

VI. D.O.N.

DECISIONS made:

OWNERS:

NEXT steps:

VII. Closing Items**5:05 PM**

A. Adjourn Meeting	Vote	Kara Maggiore	1 m
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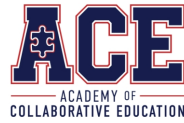
In accordance with the Americans with Disabilities Act, if you need special assistance at a public meeting of Academy of Collaborative Education, please contact Joellen Freeman at jcfreeman@aceforasd.org describing the assistance that is necessary.

Coversheet

Approve Minutes from 10.29.25

Section:	I. Opening Items
Item:	C. Approve Minutes from 10.29.25
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Board Meeting on October 29, 2025

APPROVED



Academy of Collaborative Education

Minutes

Board Meeting

Date and Time

Wednesday October 29, 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

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

Meeting ID: 867 3756 6368

Find your local number: <https://us06web.zoom.us/j/86737566368>

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Directors Present

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

Directors Absent

None

Guests Present

Allison Dickens (remote), joellen freeman

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 Oct 29, 2025 at 3:33 PM.

Richard Cannon made a motion to Call to order.

Anna Grimmatt seconded the motion.

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

C. Approve Minutes from 9.17.25 and 10.22.25 (Special)

Richard Cannon made a motion to approve the minutes from Board Meeting on 09-17-25.

Anna Grimmatt seconded the motion.

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

Latner McDonald made a motion to approve the minutes from Board Meeting on 10-22-25.

Seth Hall seconded the motion.

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

D. Approval of Agenda

Anna Grimmatt made a motion to Approve agenda.

Richard Cannon seconded the motion.

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

II. Reports

A.

Executive Director Report

Joellen updated the board on the organization's performance, strategic progress, financial health, and any significant risks or opportunities. Currently have 114 students with 36 students on the waitlist, and 37 students obtaining waitlist status. Over 100 people on the interest list with contact being made. Staffing update: teachers fully staffed with 1 teacher obtaining masters in December. Currently have 7 teachers with sped certification, 8 will have SPED certification in December. We are looking to hire 2 paras and possibly 2 line techs, but definitely 1 line tech for now. Monday, a new cafeteria worker will be hired, and the current cafeteria worker is becoming a para. We are also looking for full-time speech therapist because the need is so great. Staff and School highlights: kids went to special olympics on 10/24/25; Dawn Stanfield was contacted to spearhead the event as event had started to die out in our area; ACE's 5th and 6th grades participated with Franklin Parish schools; MedCamps was avengers cabin on 10.25.25; Dawn Stanfield awarded Angel award recipient by the Blue Foundation, and she chose ACE Friends of as her non-profit organization to receive \$30,000; Dawn is speaking at autism conference in Lake Charles on 10.29.25

Updated financials will be talked about more in financial committee meeting. MFP forward funding was realized in October. Sherah working with LDOE to understand why the numbers are not reflecting forward funding for 18 students.

Stipend allocation approved by board at 10.22.25 special meeting for staff. The first round of allocations fr FY 25 distributed on 10.24.25 and the next round will be distributed 11.24.25.

Medicaid Revenue: first test payment received last week for test claim that was sent in. Progress will be updated in November Finance meeting

Charitable contributions: \$30,000 contribution from Angel Awards. Still awaiting numbers from ACE Golf Tournament and River Rat.

Audit process: Decision made to have Sherah at Ed-OPs to work for both years. Nothing to report at this time.

Waiting to hear back from updated lease from Gene Hasting. A board and governance meeting will need to be had to approve lease. Holly will look at it once Mr. Hastings sends back.

Provision has items on order. Currently waiting on Zack Woods plan to be approved by fire marshal. Library is ready but requires some professional cleaning. The church is ready to move out.

Upcoming events: Thanksgiving lunch, Parent Resource Meeting and PVO meeting on 11.08.25, Thanksgiving and winter breaks. PVO is planning Coke fundraiser, Scholastic Bookfair, and a Holiday Store.

Goals: On target with board recruitment. There are some candidates on the radar for potential board members. Governance is trying to get a system on BOT to review policies and recommend to be presented to board. Working with Sherah and moving some goals to have more transparency and accessibility to finance options like RAMP and Paylocity.

Resolutions to withdraw funds and close Cross Keys Bank account which went dormant. Joellen and Latner will go close the account and move funds to Progressive Bank. The other resolution is to change signatories.

Adoption of State Police background checks.

Differentiated Compensation Plan is a stipend to encourage SPED certified teachers to remain at ACE and encourage other teachers to become SPED certified.

B. Committee Reports

Governance has covered the change to schedules. Finance and facilities have approved changes. Other committee and board changes have to go through Governance to approve. Once changes have been made, updates have to be sent to Charter authorization and LDOE and ACE website will need updating. Governance will move to November 11th due to Thanksgiving break.

Finance: the biggest things that have been done would be the bank processes and working with ED-OPs. Sherah is taking care of any grants and redlines almost immediately and Joellen receives constant updates.

AE: Off target on increasing volunteer engagement, but everybody is working on that. New faces were at the Halloween event. Latner was impressed with the enthusiasm and interest of parents regarding the long term goals of ACE. Would ACE move more towards vocational or college prep? Benchmark testing and pupil progression plan information was provided by Karen and Joellen stated that Shantel Reynard stopped by ACE.

Facility- main focus is Grace Lease. There was discussion of HVAC issues and the attic stairs were replaced.

C. Board Chair Report: Proposed Committee Schedule Changes

Governance move from 26th to 11th of November due to Thanksgiving break.

Proposed AE meeting will move to quarterly with next meeting starting Dec 3.

Finance and facilities will go to every other month if approved, but the November meeting will proceed as scheduled.

Board meetings and governance will need to be discussed to move to every other month.

III. Action Items

A. Vote on Cross Keys Resolution

Anna Grimmett made a motion to Withdraw funds and close account at Cross Keys Bank.
Richard Cannon seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

B. Vote on Progressive Resolution

Latner McDonald made a motion to Adopt the resolution to remove Amy as signatory and add Latner and Anna as signatories.
Richard Cannon seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

C. Vote on State Police Background Check Policy

Richard Cannon made a motion to Adopt LSP background check policy for Academy of Collaborative Education.
Anna Grimmett seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Amy Marcus	Aye
Anna Grimmert	Aye
Seth Hall	Aye
Latner McDonald	Aye
Holly Allen	Absent
Richard Cannon	Aye
Davy Mize	Absent
Kara Maggiore	Absent

D. Vote on Wood Electronics Proposal

Anna Grimmert made a motion to Adopt Wood Electronics fire safety proposal for the Grace site.

Seth Hall seconded the motion.

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

Roll Call

Kara Maggiore	Absent
Davy Mize	Absent
Holly Allen	Absent
Anna Grimmert	Aye
Amy Marcus	Aye
Latner McDonald	Aye
Seth Hall	Aye

E. Vote on Differentiated Compensation Plan (Stipend)

Anna Grimmert made a motion to Approve the Differentiated Compensation Plan for certified SPED teachers.

Latner McDonald seconded the motion.

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

Roll Call

Anna Grimmert	Aye
Amy Marcus	Aye
Richard Cannon	Aye
Holly Allen	Absent
Davy Mize	Absent
Seth Hall	Aye
Latner McDonald	Aye
Kara Maggiore	Absent

F. Vote to approve SPED Strategies Contract

Seth Hall made a motion to Approve SPED Strategies contract.

Richard Cannon seconded the motion.

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

Roll Call

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

G. November Governance meeting change due to Thanksgiving Break

Anna Grimmett made a motion to Approve calendar change to move Governance meeting to November 11, 2025, due to Thanksgiving Break.

Richard Cannon seconded the motion.

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

Roll Call

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

H. Vote to approve the Academic Excellence Committee calendar changes

Latner McDonald made a motion to Approve calendar change to quarterly on December 3, March 2, and May 6.

Richard Cannon seconded the motion.

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

Roll Call

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

I. Vote to approve changes to the Finance Committee Calendar

Latner McDonald made a motion to Approve finance calendar change to every other month after the November meeting.

Anna Grimmett seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Amy Marcus	Aye
Kara Maggiore	Aye
Richard Cannon	Aye
Seth Hall	Aye
Davy Mize	No
Holly Allen	No
Anna Grimmett	Aye
Latner McDonald	Aye

J. Vote to approve changes to the Facilities Committee Calendar

Anna Grimmett made a motion to Approve facilities calendar change to every other month after the November meeting.
Seth Hall seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Anna Grimmett	Aye
Seth Hall	Aye
Richard Cannon	Aye
Amy Marcus	Aye
Latner McDonald	Aye

K. Nomination of Kara Maggiore to the ACE Board of directors

Amy Marcus made a motion to Nominate and approve Kara Maggiore as a board member for the Academy of Collaborative Education.
Richard Cannon seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Richard Cannon	Aye
Davy Mize	Absent
Amy Marcus	Aye
Holly Allen	Absent
Seth Hall	Aye
Anna Grimmett	Aye
Latner McDonald	Aye

L. Nominate Kara Maggiore for Interim Board Chair for the Academy of Collaborative Education

Richard Cannon made a motion to approve Kara Maggiore for Interim Board Chair through June 2026.
Amy Marcus seconded the motion.

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

Roll Call

Anna Grimmett	Aye
Seth Hall	Aye
Richard Cannon	Aye
Holly Allen	Absent
Davy Mize	Absent
Amy Marcus	Aye
Latner McDonald	Aye

IV. Closing Items

A. Adjourn Meeting

Richard Cannon made a motion to Adjourn meeting.

Amy Marcus seconded the motion.

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

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 4:17 PM.

Respectfully Submitted,
Allison Dickens

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Coversheet

Executive Director Report

Section:	II. Reports
Item:	B. Executive Director Report
Purpose:	FYI
Submitted by:	
Related Material:	ACE_-_Monthly_Presentation_-_September_2025_2_.pptx ACE_-_Supplemental_Report_-_September_2025.xlsx 20251113173233302 (1).pdf



September 2025 Financials

PREPARED **NOV'25** BY

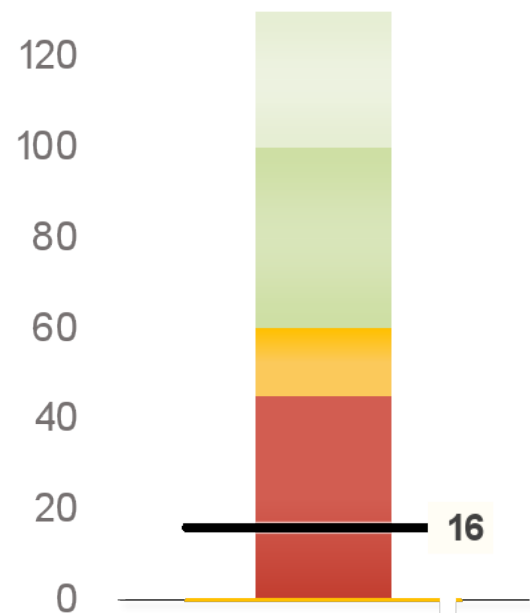


- **Key Performance Indicators**
- **Appendix**

Key Performance Indicators

Days of Cash

Cash balance at year-end divided by average daily expenses

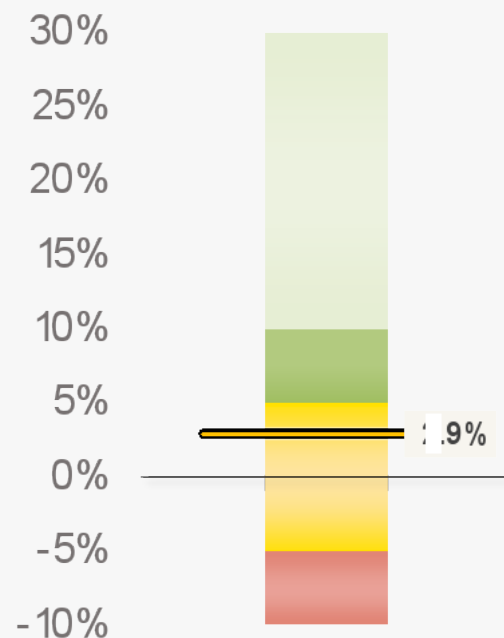


16 DAYS OF CASH AT YEAR'S END

The school will end the year with 16 days of cash. This is below the recommended 60 days

Gross Margin

Revenue less expenses, divided by revenue

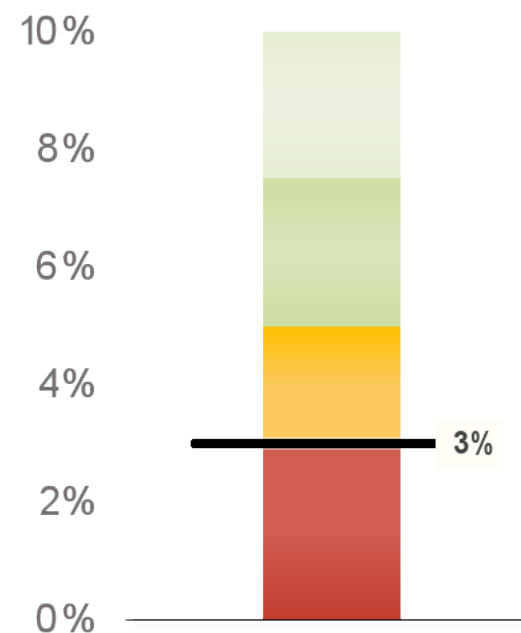


2.9% GROSS MARGIN

The forecasted net income is \$104k, which is \$ above the budget. It yields a 2.9% gross margin.

Fund Balance %

Forecasted Ending Fund Balance / Total Expenses

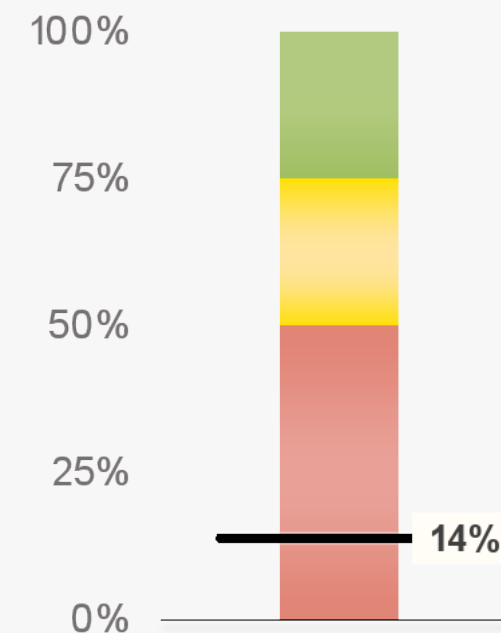


3.01% AT YEAR'S END

The school is projected to end the year with a fund balance of \$103,569.

Grants Invoiced

Federal grants requested divided by federal grants awarded.



14% GRANTS INVOICED

Q1 reimbursements have been submitted for SuperApp, next round of CSP reimbursements is in progress.



QUESTIONS?

Please contact your EdOps Finance Team:

Sherah LeBoeuf

sherah@ed-ops.com

504.495.6900

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	<i>Actual</i>	<i>Budget</i>	<i>Variance</i>	<i>Forecast</i>	<i>Budget</i>	<i>Variance</i>	<i>Remaining</i>	<i>Rem %</i>
Revenue								
State and Local Revenue	483,265	482,520	745	1,930,079	1,930,079	0	1,446,814	75%
Federal Revenue	173,289	384,106	(210,817)	1,536,423	1,536,423	0	1,363,134	89%
Private Grants and Donations	436	20,000	(19,564)	80,000	80,000	0	79,564	99%
Earned Fees	5,076	845	4,231	3,380	3,380	(0)	(1,696)	-50%
Total Revenue	662,067	887,471	(225,404)	3,549,882	3,549,882	0	2,887,816	1
Expenses								
Salaries	340,883	467,644	126,761	1,871,330	1,871,330	(0)	1,530,447	82%
Employee Benefits	47,935	83,404	35,469	333,614	333,614	0	285,679	86%
Purchased Professional And Technical Services	115,640	107,925	(7,715)	394,200	394,200	(0)	278,560	71%
Purchased Property Services	64,445	60,750	(3,695)	232,500	232,500	0	168,055	72%
Other Purchased Services	14,086	25,318	11,232	110,274	110,274	(0)	96,188	87%
Supplies	168,730	70,000	(98,730)	169,000	169,000	(0)	270	0%
Property	-	194,570	194,570	194,570	194,570	(0)	194,570	100%
Debt Service And Miscellaneous	5,647	35,206	29,559	140,825	140,825	(0)	135,178	96%
Total Expenses	757,367	1,044,817	287,451	3,446,313	3,446,313	0	2,688,947	2
Net Income	(95,300)	(157,347)	62,047	103,569	103,569	0	198,869	3
Cash Flow Adjustments	493,514	-	493,514	(0)	-	(0)	(493,514)	4
Change in Cash	398,214	(157,347)	555,561	103,569	103,569	0	(294,645)	5

Income Statement	Actual			Forecast									TOTAL
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
Revenue													
State and Local Revenue	160,343	129,691	193,231	160,757	160,757	160,757	160,757	160,757	160,757	160,757	160,757	160,757	1,930,079
Federal Revenue	0	114,469	58,820	151,459	151,459	151,459	151,459	151,459	151,459	151,459	151,459	151,459	1,536,423
Private Grants and Donations	0	0	436	8,840	8,840	8,840	8,840	8,840	8,840	8,840	8,840	8,840	80,000
Earned Fees	2,595	898	1,584	-188	-188	-188	-188	-188	-188	-188	-188	-188	3,380
Total Revenue	162,938	245,058	254,071	320,868	320,868	320,868	320,868	320,868	320,868	320,868	320,868	320,868	3,549,882
Expenses													
Salaries	46,615	168,061	126,208	170,050	170,050	170,050	170,050	170,050	170,050	170,050	170,050	170,050	1,871,330
Employee Benefits	9,189	21,966	16,779	31,742	31,742	31,742	31,742	31,742	31,742	31,742	31,742	31,742	333,614
Purchased Professional And Technical Services	34,878	41,697	39,065	30,951	30,951	30,951	30,951	30,951	30,951	30,951	30,951	30,951	394,200
Purchased Property Services	27,659	18,807	17,979	18,673	18,673	18,673	18,673	18,673	18,673	18,673	18,673	18,673	232,500
Other Purchased Services	4,847	3,698	5,540	10,688	10,688	10,688	10,688	10,688	10,688	10,688	10,688	10,688	110,274
Supplies	123,328	32,297	13,106	30	30	30	30	30	30	30	30	30	169,000
Property	0	0	0	21,619	21,619	21,619	21,619	21,619	21,619	21,619	21,619	21,619	194,570
Debt Service And Miscellaneous	1,731	2,228	1,688	15,020	15,020	15,020	15,020	15,020	15,020	15,020	15,020	15,020	140,825
Total Ordinary Expenses	248,247	288,755	220,365	298,772	298,772	298,772	298,772	298,772	298,772	298,772	298,772	298,772	3,446,313
Total Expenses	248,247	288,755	220,365	298,772	298,772	298,772	298,772	298,772	298,772	298,772	298,772	298,772	3,446,313
Net Income	-85,309	-43,697	33,706	22,097	22,097	22,097	22,097	22,097	22,097	22,097	22,097	22,097	103,569
Cash Flow Statement	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	TOTAL
Net Income	-85,309	-43,697	33,706	22,097	22,097	22,097	22,097	22,097	22,097	22,097	22,097	22,097	103,569
Accounts Receivable	32,911	-114,469	309,910	-25,372	-25,372	-25,372	-25,372	-25,372	-25,372	-25,372	-25,372	-25,372	0
Prepaid Expenses	-4,244	8,910	-11,894	803	803	803	803	803	803	803	803	803	0
Cash Flow Adjustments	180,398	-30,490	343,606	-54,835	-54,835	-54,835	-54,835	-54,835	-54,835	-54,835	-54,835	-54,835	0
Change in Cash	95,089	-74,187	377,312	-32,738	-32,738	-32,738	-32,738	-32,738	-32,738	-32,738	-32,738	-32,738	103,569
Ending Cash	143,105	68,918	446,239	413,492	380,753	348,015	315,276	282,538	249,800	217,061	184,323	151,585	

	<i>Previous Year End</i>	<i>Current</i>	<i>Year End</i>
Assets			
Current Assets			
Cash	48,016	434,178	151,585
Accounts Receivable	357,568	136,444	357,568
Total Current Assets	405,584	570,622	509,153
Total Assets	405,584	570,622	509,153
Liabilities and Equity			
Liabilities			
Current Liabilities			
Other Current Liabilities	111,133	56,818	111,133
Accounts Payable	103,683	219,933	103,683
Line(s) of Credit	23,778	234,234	23,778
Total Current Liabilities	238,594	510,984	238,594
Total Long-Term Liabilities	0	0	
Total Liabilities	238,594	510,984	238,594
Equity			
Unrestricted Net Assets	398,608	166,990	166,990
Net Income	-231,618	-107,352	103,569
Total Equity	166,990	59,638	270,559
Total Liabilities and Equity	405,584	570,622	509,153

Grant Summary

[illegible]

Notice

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

ACE_-_Supplemental_Report_-_September_2025.xlsx

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "*Lease*") is made and entered into effective the 1st day of December, 2025, ("*Effective Date*"), by and between GRACE EPISCOPAL CHURCH OF MONROE, LOUISIANA, a Louisiana nonprofit corporation ("*Landlord*") and ACADEMY OF COLLABORATIVE EDUCATION, a Louisiana nonprofit corporation (the "*Tenant*").

In consideration of the mutual covenants and agreements herein contained, Landlord and Tenant agree as follows:

1. **DEMISE OF LEASED PREMISES.** Landlord hereby leases, demises and lets to Tenant, and Tenant hereby leases and takes from Landlord, [9500] square feet of the building ("*Building*") located on that certain tract of land described on Exhibit A attached hereto (the "*Land*") with an address of 405 Glenmar Avenue, Monroe, Louisiana. Such area consists of that portion of the second floor of the Building shown as the portion of Exhibit B attached hereto which is outlined in red and specifically excluding the Choir Room. In addition to such space, Tenant shall have exclusive use of the exterior entrance and stairway located [on the west side of Building]; along with periodic use of the library located on the first floor; the parking lot (adjacent to the church on North 4th Street, Monroe, LA), including such area as may be necessary for loading and unloading of vehicles; all sidewalks; and the use of all rights, easements, privileges and appurtenances thereto (said Land, Building, and appurtenances being hereinafter referred to as the "*Facility*", and the portion being leased to Tenant, the "*Leased Premises*").

2. **TERM.** The term of this Lease (together with any renewal hereto, the "*Term*") and Tenant's obligation to pay rent hereunder begins on December 1, 2025 (the "*Commencement Date*") and shall continue until June 30, 2028. Provided Tenant is not in default under this Lease, Tenant shall have the option to extend the Term for an additional three (3) years (the "*Renewal Term*") to be exercised by providing written notice to Landlord at least [one (1) year] prior to the expiration of the initial Term. All terms and conditions, except Base Rent, shall remain the same during the Renewal Term. The Base Rent for the Renewal Term shall be an amount to be agreed by and between the parties hereto prior the inception of the Renewal Term.

3. **BASE RENT.** Tenant covenants and agrees to pay to Landlord during the Term be three thousand one hundred twenty-five and No/100 Dollars (\$3,125.00) per month as monthly rental from December 1, 2025 until June 30, 2026, and Three Thousand Nine Hundred Fifty Eight and No/100 (\$3958.00) per month as monthly rental from July 1, 2026 until June 30, 2028 (the "*Base Rent*"), without previous demand therefor or any setoffs or deductions whatsoever except as otherwise set forth herein, which Base Rent shall be payable in advance on the first day of each and every month beginning on the Commencement Date. If any Base Rent or other charge is not paid by Tenant to Landlord within ten (10) days after such payment is due, Tenant shall pay, in addition, a late charge of ten percent (10%) of such overdue payment.

All sums other than Base Rent due under this Lease shall be defined as "*Additional Rent*". Base Rent and Additional Rent are sometimes collectively referred to herein as "*Rent*".

4. **ADDITIONAL RENT.** The parties agree that during the Term of this Lease,

except as otherwise expressly set forth herein, Tenant shall pay Landlord Tenant's pro rata share of the Facility's maintenance costs (detailed below), based on the ratio of the Leased Premises to the total gross area of the Facility, with the percentage allocated to Tenant being agreed upon as 43% (9500 square feet as the numerator and 22,000 square feet as the denominator. As to the electricity costs the Tenant's share of maintenance costs shall be based upon a calculation with 9500 square feet as the numerator and the total square footage covered by the electricity bill as the denominator. Tenant's share of the maintenance costs shall be payable in monthly installments, in advance of each month, based on 1/12th of the estimated annual costs for the calendar year in which payment is made. On December 1, 2025 and on July 1 of each succeeding year, the estimated Tenant's share of the Facility's maintenance costs for the next fiscal year shall be established by agreement of the parties after a review of all costs subject to this provision.

The Facility's maintenance costs shall include (i) all real estate taxes and other assessments on the Facility that cannot be allocated solely to Tenant or Landlord; (ii) costs associated with the parking lot, including striping, debris removal, maintenance and signage; (iii) the costs of utilities necessary or appropriate for the operation of the Facility; (iv) providing and maintaining planting and landscaping; (v) the costs of providing security services; (vi) exterminating and pest control in and about the Facility; (x) disposal and trash removal; (xi) air conditioner filter replacement and elevator operation; (xii) plus all other operational costs and expenses incurred by Landlord relative to operating, managing and equipping the Facility. Tenant shall not be responsible for capital costs, replacements, and repairs.

For the purposes of this Paragraph, the "*Facility*" shall include the parking area, service drives and service roads, traffic islands, landscaped areas, loading and service areas, sidewalks, roofs, gutters and downspouts, sprinkler risers serving the entirety of the Facility, as well as drainage facilities and lighting facilities servicing any one or more of the aforesaid areas. Nothing in this paragraph or elsewhere in this Lease shall be construed as making these areas, or any part thereof, part of the Leased Premises.

5. TENANT'S COSTS. Subject to the provisions of Paragraph 4 hereinabove, All expenses arising from or in connection with the Leased Premises and Tenant's use and operation thereof, shall be borne exclusively by Tenant; it being the intent of the parties that Landlord shall not be required to do any act or thing with respect to the Leased Premises except as expressly provided herein. In accordance with, but without limiting, the foregoing, Tenant shall pay, as and when such costs are due, the following items with respect to the Leased Premises: (i) all real estate, personal property taxes and other taxes and assessments for calendar year 2025 and for the remaining Term to the extent such assessments are allocated solely to the Leased Premises; (ii) all charges for water, sewer, electricity, gas and other utilities associated with the Tenant's occupancy of the Leased Premises; (iii) all premiums payable to maintain any insurance coverage relating to the Leased Premises, including, but not limited to, fire and extended coverage insurance in the full replacement value of the Leased Premises, public liability insurance and any other insurance that Landlord may require; (iv) all upkeep, maintenance, repair, refurbishing, restoration, replacement and other operating charges, including, without limitation, sewer line cleanouts, snow and ice removal, garbage collection, janitorial services, HVAC maintenance, plumbing, window washing, light bulb replacement, and the maintenance of building identification signs associated with the Leased Premises; and (v) any fine, penalty, interest or costs which may be added for non-payment or late payment of any of the foregoing, unless such penalty is caused by the gross negligence of Landlord.

6. TENANT'S MAINTENANCE AND REPAIRS. Landlord makes no representations or warranties regarding the Leased Premises. During the Term, Tenant shall at its sole cost and expense, provide a dumpster for its trash (which can be located on the nearby Tenant owned property) and permit no waste, damage or injury in the Leased Premises and shall maintain in good order and repair, including the replacement thereof, any glass windows, doors (exterior and interior positions thereof), plate glass, all plumbing and sewerage facilities within the Leased Premises, including free flow up to the main sewer line, fixtures, heating and air conditioning and electric systems (whether or not located in the Leased Premises), sprinkler system, walls, floors, ceilings, and all other non-structural repairs, replacements, renewals and restorations, internal and external, ordinary and extraordinary, foreseen and unforeseen, all at the sole cost and expense of Tenant. Tenant shall make all repairs, perform all maintenance and provide all renewals and replacements at the Leased Premises, including but not limited to the floor covering, heating and air conditioning equipment (whether any such equipment is roof-mounted or otherwise affixed outside the Leased Premises), electrical systems, components and fixtures, plumbing systems, components and fixtures and equipment, elevators, wiring (including that within walls or ceilings or under flooring or floor covering), and plumbing lines (including water lines and gas lines within walls or ceilings and under flooring or floor covering). Except in the case of emergency Tenant shall notify Landlord and give Landlord a reasonable opportunity to arrange for maintenance or repair services at the cost of Tenant. In the event Tenant shall fail to fulfill its obligations to repair and maintain the Leased Premises in accordance with this Section 5, Landlord, notwithstanding anything herein to the contrary, shall have the right, but not the obligation, upon not less than fifteen (15) days' prior written notice to Tenant (except in cases of emergency), to make such repairs and maintain the Leased Premises at the expense of Tenant, and Tenant shall pay to Landlord the cost thereof, plus an administrative fee of ten percent (10%) of such costs, within three (3) days of demand therefor.

7. LANDLORD'S REPAIRS. Landlord shall be responsible for all structural repairs, maintenance and alterations of the Facility, and for the maintenance of sewer (unless clogged from Tenant's use), water and electric lines outside the Leased Premises and such repairs as may be necessary to the roof and exterior walls of the Facility, except for finishes installed to accommodate Tenants. Tenant shall comply with any of the directions, rules, regulations and law (now existing or in the future) which may require repairs or maintenance or alterations of the Leased Premises, and Tenant shall likewise maintain the areas outside of but adjacent to the Leased Premises free from trash or other obstruction.

8. LEASE ASSIGNMENT AND SUBLETTING. Except as provided herein, Tenant may not assign this Lease or sublet the Leased Premises without the prior written consent of the Landlord, such consent to be in Landlord's sole discretion. Tenant shall give Landlord at least sixty (60) days advance written notice of a proposed assignment or subletting to an affiliate, or a nonaffiliated charter school operator who has obtained a charter to operate a school facility materially similar to the Academy of Collaborative Education, in which case, unless Landlord provides written notice within sixty (6) days of its rejection of such assignment, such assignment shall be deemed approved.

9. LAWS AND REGULATIONS: HAZARDOUS SUBSTANCES.

(a) Tenant shall comply, and ensure that the Leased Premises complies, with all laws, ordinances, orders, rules, regulations and other requirements of governmental authority pertaining to or governing Tenant's particular use and occupancy of the Leased Premises, whether now in force or hereafter enacted, including, without limitation, the Americans with

Disabilities Act (the “ADA”) and all applicable federal, state or local laws, regulations, orders,

judgments and decrees regarding health or safety and Environmental Laws, including without limitation the application for and maintenance of all required permits, the submittal of all notices and reports, proper labeling, training and record keeping, and timely and appropriate response to any release or other discharge by Tenant of a Hazardous Substance under Environmental Laws. Tenant shall not use Hazardous Substances on the Leased Premises except as a part of its business in the ordinary course and in accordance with applicable law.

(b) Tenant shall indemnify, protect and hold harmless Landlord and each of its officers, directors, employees, members, shareholders and respective subsidiaries from and against all loss, cost, damage, expense and liability incurred by Landlord in connection with the presence, emanation, migration, disposal, release or threatened release of any oil or other petroleum products or any Hazardous Substances on, within, or to or from the Leased Premises as a result of (i) the operations of Tenant on the Leased Premises and (ii) the activities of third parties affiliated with Tenant (excluding Landlord) or invited on the Leased Premises by Tenant. Tenant will promptly give written notice to the other party of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Leased Premises and any Hazardous Substance or Environmental Law of which such party has actual notice.

(c) As used herein, “Environmental Law” means, any Federal, state, local or foreign law, statute, ordinance, rule, regulation, code, license, permit, authorization, approval, consent, order, judgment, decree, injunction or agreement with any governmental entity to which the Leased Premises is subject relating to (x) the protection, preservation or restoration of the environment (including, without limitation, air, water vapor, surface water, groundwater, drinking water supply, surface land, subsurface land, plant and animal life or any other natural resource) or to human health or safety or (y) the exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production, release or disposal of Hazardous Substances, in each case as amended from time to time. The term Environmental Law includes, without limitation, (i) the Federal Comprehensive Environmental Response Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1985, Small Business Liability Relief and Brownfields Revitalization Act of 2002, the Federal Water Pollution Control Act of 1972, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976 (including the Hazardous and Solid Waste Amendments thereto), the Federal Solid Waste Disposal and the Federal Toxic Substances Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Federal Occupational Safety and Health Act of 1970, each as amended from time to time, and (ii) any common law or equitable doctrine (including, without limitation, injunctive relief and tort doctrines such as negligence, nuisance, trespass and strict liability) that may impose liability or obligations for injuries or damages due to, or threatened as a result of, the presence of, effects of or exposure to any Hazardous Substance.

(d) As used herein, “Hazardous Substance” means any substance presently listed, defined, designated or classified as hazardous, toxic, radioactive, or dangerous, or otherwise regulated, under any Environmental Law. Hazardous Substance includes, without limitation, any substance to which exposure is regulated by any government authority or any Environmental Law such as any toxic waste, pollutant, contaminant, hazardous substance,

toxic substance, hazardous waste, special waste, industrial substance or petroleum or any derivative or by-product thereof, radon, radioactive material, asbestos or asbestos-containing material, urea formaldehyde loam insulation, lead or polychlorinated biphenyls.

(e) Tenant shall be responsible for the proper disposal of all waste (including waste from or with respect to any Hazardous Substances) associated with the operation of its business or otherwise generated on or placed onto the Leased Premises during the Term.

(f) Tenant shall not take any action, including without limitation making adverse comment on any proposed environmental response action by Landlord ("Landlord Remediation Activities"), related to Hazardous Substances in, on or about the Leased Premises, whether caused by Tenant, Landlord or any other party, or the compliance or lack of compliance of the Leased Premises with Environmental Laws (collectively, "Environmental Matters") without first obtaining Landlord's consent to such action. Tenant shall keep all non-public written, verbal and other information provided to or obtained by Tenant concerning the Environmental Matters confidential and shall not disclose such information to any third party without Landlord's prior written consent, unless such disclosure is required by applicable law and upon reasonable written advance notice to Landlord. Unless required by applicable law to do so and upon reasonable written advance notice to Landlord, Tenant shall not communicate with any governmental authorities or any other third party in any manner that unreasonably interferes with any matter that concerns or relates to the Landlord Remediation Activities. Tenant shall notify Landlord as soon as practical of any contact, whether written or verbal, by or with any governmental authorities or other third party concerning any Environmental Matters.

10. USE AND CONDITION. Tenant shall use the Leased Premises only for the operation of a charter school serving students in kindergarten through eighth grade in accordance with the Tenant's charter and related activities, and for no other purpose without the prior consent of the Landlord. Tenant shall not use or allow any portion of the Leased Premises to be used for any improper, disreputable or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance or waste in, on or about the Leased Premises. Tenant shall not use or permit the use of any portion of the Building as sleeping quarters, lodging rooms, or for any unlawful purposes whatsoever. Tenant shall have the right to install such security measures as it deems necessary or appropriate, including replacing interior and exterior doors and windows, installing cameras, time delayed door locks, and any other such devices or improvements related to security, life or safety. Notwithstanding the foregoing, at all times, Landlord shall have full and complete access to the property and no security measures shall be installed which will in any manner prevent such access.

11. ALTERATIONS. Tenant may not, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, (i) make any structural alterations, additions or Facility to the Leased Premises or (ii) allow any mechanics' or materialmen's liens or any other lien securing obligations of Tenant to exist against the property, except for such liens being diligently contested by Tenant for which at Landlord's election, Tenant shall either (a) establish adequate reserves or (b) post a proper bond acceptable to Landlord. If Landlord consents to any such alterations, additions or Facility, Tenant must restore the Leased Premises at the termination or expiration of this Lease to the condition of the Leased Premises at the commencement of this Lease if so directed by Landlord. All alterations, additions, Facility and partitions erected by Tenant shall be and remain the property of Tenant during the Term of this

Lease, but at the end of such Term remain at the Leased Premises and become the property of Landlord. Tenant's office furniture, equipment and supplies and all other non-structural alterations, additions or Facility made by Tenant to the Leased Premises shall remain the property of Tenant, and so long as Tenant is not in Default hereunder, such office furniture, equipment and supplies and such other property may be removed by Tenant (or shall be removed by Tenant if so directed by Landlord) at the expiration of this Lease, and Tenant shall repair any damage to the Leased Premises resulting from such removal and/or the removal of trade fixtures or any other item.

12. COMPLIANCE. Tenant shall comply with all federal, state and municipal statutes and regulations relating to the occupation and use of the Leased Premises and shall not permit anything to be done upon the Leased Premises which would invalidate, conflict with, or increase the premiums for fire, casualty and liability insurance policies covering the Leased Premises. Tenant shall also comply with all matters of record (and any other agreements of which it has knowledge) with respect to the Leased Premises. Tenant is responsible for confirming that the Leased Premises are properly zoned for Tenant's use.

13. LIABILITY AND INSURANCE. Landlord shall not be responsible for any lost or stolen property, equipment, money or other property from the Leased Premises, regardless of whether such loss occurs when the Leased Premises are locked against entry, nor shall the Landlord be liable to Tenant or Tenant's employees, customers or invitees for any damages or losses to persons or property caused by theft, burglary, assault, vandalism or other crimes, unless such loss or other event described above is a direct or indirect result of Landlord's gross negligence or willful misconduct. Tenant shall indemnify and save Landlord harmless from all suits, actions, damages, liability and expenses (including reasonable attorneys' fees and costs of suit) arising from or out of any occurrence in, upon, at or from the Leased Premises or the occupancy or use by Tenant of the Leased Premises, and occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, invitees, licensees or visitors except to the extent such damage or liability is caused by Landlord's gross negligence or willful misconduct. To this end, Tenant shall at all times during the Term of this Lease carry with an insurance carrier approved by Landlord in its reasonable discretion, licensed to operate in the State where the Leased Premises are located, public liability insurance, naming Landlord as an additional insured, with a combined single limit of liability of not less than \$3,000,000.00 with respect to personal injury and \$1,000,000.00 with respect to property damage and umbrella liability of \$5,000,000.00 and containing provisions requiring thirty (30) days' prior notice to Landlord of any cancellation. In addition, Tenant shall maintain at all time workers' compensation insurance with respect to Tenant's employees working in the Leased Premises to the extent required by applicable law. Certificates of such insurance shall be furnished to Landlord for all coverages, including the casualty coverage discussed below, upon written request following the Commencement Date. All insurance required of Tenant hereunder, including the casualty coverage discussed below, shall (i) be placed with a carrier approved by Landlord and any lender with a lien on the Leased Premises whose name and address has been provided by Landlord to Tenant, (ii) name Landlord (and any lender designated by Landlord) as a loss payee or additional insured, as applicable, and (iii) provide that such insurance may not be cancelled unless at least thirty (30) days written notice shall be given to Landlord. Tenant shall notify Landlord immediately of any material accident or material loss in the Leased Premises or of any material defects therein or in the equipment and fixtures thereof which Tenant has actual knowledge. In the event of a casualty covered by the casualty insurance discussed below, Tenant shall be responsible for payment of any deductible required in connection therewith.

Tenant shall also obtain and maintain, throughout the Term of this Lease, fire and extended coverage insurance on the Leased Premises in an amount of the full replacement value thereof.

If Tenant shall fail to procure and maintain the insurance required herein, Landlord may, but shall not be required to, procure and maintain the same, but at the expense of Tenant, plus a ten percent (10%) administrative fee, which Tenant shall pay to Landlord upon demand. Upon demand, Tenant shall deliver to Landlord certified copies of policies of the Tenant's required insurance or certificates evidencing the existence and amounts of such insurance with loss payable and additional insured clauses satisfactory to Landlord. Tenant shall deliver to Landlord renewals of such policies or certificates evidencing renewal at least thirty (30) days prior to expiration.

14. WAIVER OF RECOVERY AND SUBROGATION RIGHTS. Anything in this Lease to the contrary notwithstanding, Landlord and Tenant each, on behalf of themselves and their respective heirs, successors, legal representatives, assigns and insurers, hereby (a) waives any and all rights of recovery, claims, actions or causes of action against the other and its respective officers, directors, partners, shareholders, agents, servants, contractors, subcontractors, employees, architects, attorneys, guests, licensees, customers or invitees for all loss or damage that may occur to the Leased Premises, and the contents of the Leased Premises, or any personal property of Tenant therein by reason of fire, the elements or any other cause which could be insured against under the terms of the fire and extended coverage insurance policies required to be obtained pursuant to this Lease regardless of cause or origin of such loss or damage, including, without limitation, sole, joint, or concurrent negligence of either or both of the parties hereto and their respective agents, servants, employees, officers, directors, shareholders, partners, architects, contractors, subcontractors, attorneys, customers, licensees, guests and invitees, and (b) covenants that no insurer shall hold any right of subrogation against such other party; provided, however, the waiver set forth in this Section 13 shall not apply to any deductibles on insurance policies carried by Landlord or Tenant or to any coinsurance penalty which Landlord or Tenant might sustain. If the respective insurer of Landlord and Tenant does not permit such a waiver without an appropriate endorsement to such party's insurance policy, then Landlord and Tenant each shall notify its insurer of the waiver set forth herein and to secure from such insurer an appropriate endorsement to its respective insurance policy with respect to such waiver.

15. DAMAGES TO LEASED PREMISES. If the Leased Premises should be damaged or destroyed by fire or other peril, Tenant shall immediately notify Landlord. If the Leased Premises shall be damaged by fire, the elements, unavoidable accident or other casualty, but are not thereby rendered untenable in whole or in part, Tenant shall promptly at its own expense cause such damage to be repaired, and the Rent shall be abated by the portion of the Leased Premises rendered untenable; if by reason of such occurrence the Leased Premises shall be rendered wholly untenable, or if such damage cannot be reasonably repaired within two hundred seventy (270) days after such casualty occurs, and the casualty occurs within the last 365 days of the then current term, Tenant may terminate the Lease upon thirty (30) days written notice to Landlord; provided, however, all insurance proceeds, except those attributable to Tenant's personal property, shall become the exclusive property of Landlord. In the event Tenant does not elect to terminate the Lease, Tenant shall promptly at its own expense cause such damage to be repaired, and the Rent meanwhile shall be abated in whole. Landlord shall not be required to repair or replace any property. No damages, compensation or claims shall be payable by Landlord for inconvenience, loss of business or annoyance arising from any repair or restoration of the

Leased Premises. All Rent paid in advance shall be apportioned in accordance with the foregoing provisions as of the date of such damage.

Notwithstanding anything herein to the contrary, in the event the holder of any indebtedness secured by a mortgage or deed of trust covering the Leased Premises requires that the insurance proceeds be applied to such indebtedness, then Landlord shall have the right to terminate this Lease by delivering written notice of termination to Tenant after such requirement is made known to Landlord by any such holder, whereupon all rights and obligations hereunder shall cease and terminate.

16. CONDEMNATION. If the whole of the Leased Premises or such portion thereof as shall make the Leased Premises untenable, or all means of access thereto shall be condemned or sold under threat of condemnation, this Lease shall terminate and Tenant shall have no claim against Landlord or to any portion of the award in condemnation for the value of any unexpired term of this Lease, but this shall not limit Tenant's right to compensation from the condemning authority for the value of any of Tenant's property taken (other than Tenant's leasehold interest in the Leased Premises) and Tenant's moving expenses, provided same does not reduce the award to Landlord. In the event of a temporary taking, this Lease shall not terminate, but the term hereof shall be extended by the period of the taking and the Rent shall abate in proportion to the area taken for the period of such taking. In the event of a partial taking which does not terminate this Lease, this Lease shall terminate as to the portion of the Leased Premises so taken and the Rent shall be equitably adjusted as determined by both Landlord and Tenant. The agreements set forth above with respect to the condemnation award shall also apply to any partial and/or temporary takings.

17. SUBORDINATION. This Lease shall be subject to and subordinate and inferior at all times to the lien of any mortgage, to the lien of any deed of trust or other method of financing or refinancing now or hereafter existing against all or a part of the Leased Premises, and to any existing or future lease by which Landlord leases the Leased Premises (in which latter instance this Lease is a sublease), and to all renewals, modifications, replacements, consolidations and extensions of any of the foregoing. Tenant shall execute and deliver all documents requested by any mortgagee, security holder or landlord to affect such subordination. If Tenant fails to execute and deliver any such document requested by a mortgagee, security holder or landlord to effect such subordination, Landlord is hereby authorized to execute such documents and take such other reasonable steps as are necessary to effect such subordination on behalf of Tenant as Tenant's duly authorized irrevocable agent and attorney-in-fact, it being agreed that such power is one coupled with an interest.

18. DEFAULT AND REMEDIES.

(a) It shall be a default hereunder upon the occurrence and continuance of any of the following conditions (each, a "Default"):

- 1) the Base Rent and/or Additional Rent is not paid when due and continues unpaid for thirty (30) days after receipt of written notice from Landlord;
- 2) Tenant's abandonment of the Leased Premises;
- 3) any petition or other action is filed by or against Tenant under any section or chapter of the Federal Bankruptcy Code or any similar federal or state bankruptcy or insolvency act, and in the case of such action that is filed against Tenant, such action is not dismissed within sixty (60) days of

such filing;

- 4) Tenant shall become insolvent or bankrupt or admits in writing its inability to pay its debts as they mature, or if Tenant transfers property in fraud of creditors;
- 5) Tenant shall make a general assignment for the benefit of creditors;
- 6) a receiver or trustee is appointed for any of Tenant's assets and such appointment is not vacated within thirty (30) days; or
- 7) Tenant fails to comply with any provision or covenant of this Lease (other than the payment of Rent) and fails to correct or cure the same within thirty (30) days after written notice thereof, or, in the event such defect cannot reasonably be cured within the said thirty (30) day period, then if Tenant shall fail to commence to cure said defect within the aforesaid thirty (30) day period and thereafter diligently pursue the same to completion; provided, however, that such extended cure period shall not exceed sixty (60) days.

(b) Upon the occurrence of a Default, Landlord shall have the option to do and perform any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted it by law or in equity or by this Lease:

- 1) Landlord, with or without terminating this Lease, may immediately or at any time thereafter re-enter the Leased Premises and correct or repair any condition, which shall constitute a failure on Tenant's part to keep, observe, perform, satisfy, or abide by any term, condition, covenant, agreement, or obligation of this Lease, and Tenant shall fully reimburse and compensate Landlord on demand for any costs reasonably incurred by Landlord, plus an administrative fee of ten percent (10%) of such costs.
- 2) Landlord, with or without terminating this Lease, may demand in writing that Tenant vacate the Leased Premises, and thereupon Tenant shall vacate the Leased Premises and remove therefrom all personal property thereon belonging to or placed on the Leased Premises by, at the direction of, or with consent of Tenant within sixty (60) days of receipt by Tenant of such notice from Landlord, whereupon Landlord shall have the right to re-enter and take possession of the Premises. Any personal property of Tenant remaining upon the Leased Premises shall be deemed abandoned and Landlord may exercise possession and control over said personal property. Tenant shall reimburse Landlord its costs of storing or disposing of such personal property, plus an administrative fee of ten percent (10%) of such costs.
- 3) DELETED
- 4) Upon expiration of the delays set forth herein, Landlord, with or without terminating this Lease, may immediately or at any time thereafter relet the Premises or any part thereof for such time or times, at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, and Landlord may make any alterations

or repairs to the Leased Premises which it may deem necessary or proper to facilitate such reletting; and Tenant shall pay all reasonable costs of such reletting including but not limited to the cost of any such alterations and repairs to the Leased Premises, attorneys' fees, leasing inducements, and brokerage commissions; and if this Lease shall not have been terminated, Tenant shall continue to pay all rent and all other charges due under this lease up to and including the date of beginning of payment of rent by any subsequent tenant of part or all of the Leased Premises, and thereafter Tenant shall pay monthly during the remainder of the term of this Lease the difference, if any, between the Rent and other charges collected from any such subsequent tenant or tenants and the Rent and other charges reserved in this Lease, but Tenant shall not be entitled to receive any excess of any such Rents collected over the rents reserved herein.

(c) The exercise by Landlord of any one or more of the rights and remedies provided in this Lease shall not prevent the subsequent or concurrent exercise by Landlord of any one or more of the other rights and remedies herein provided. All remedies provided for in this Lease are cumulative and non-exclusive, and may, at the election of Landlord, be exercised alternatively, successively, or in any other manner, and are in addition to any other rights provided for or allowed by law or in equity.

(d) No act by Landlord with respect to the Leased Premises pursuant to this Section 18 shall terminate this Lease, including, but not limited to, acceptance of the keys, or institution of an action for detainer, or other dispossessory proceedings, it being understood that this Lease may only be terminated by express written notice from Landlord to Tenant, and any reletting of the Leased Premises shall be presumed to be for and on behalf of Tenant, and not Landlord, unless Landlord expressly provides otherwise in writing to Tenant.

19. LANDLORD LIABILITY. The liability of Landlord to Tenant for any default by Landlord during the Term of this Lease shall be limited to the interest of Landlord in the Leased Premises and Landlord shall not be liable for any deficiency nor shall Landlord ever be liable under the terms of this Lease for consequential or special damages. In any event, Landlord shall not be liable or responsible to Tenant for any loss or damage to any property or person occasioned by theft, fire, acts of God, public enemy, riot, strike, insurrection, war, act or omission of any occupant of the Leased Premises, any nuisance or interference caused or created by any occupant of the Leased Premises, requisition or order of governmental body or authority, court order or injunction, or any cause beyond Landlord's control.

20. NOTICES. Any notices required to be served in accordance with the terms of this Lease shall be in writing and served by registered or certified mail, return receipt requested or by an overnight delivery service providing a delivery receipt, or delivered in person and duly acknowledged, as follows:

To Tenant: Academy of Collaborative Education
505 Glenmar Avenue
Monroe, LA 71201
Attention: Joellen Freeman,
Executive Director

To Landlord: Grace Episcopal Church
405 Glenmar Avenue
Monroe, LA 71201

Attention: Gene Galligan, Junior Warden

Copy to: _____

Attention: _____

Either party may at any time designate by written notice to the other a change in the above addresses or addressees. All notices, demands and requests which shall be served by registered or certified mail or by overnight delivery service or personal delivery service in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed by United States registered or certified mail or the date such items are sent via delivery service.

21. ESTOPPEL CERTIFICATES. Tenant shall, upon reasonable request from Landlord, within ten (10) days after such request, provide an estoppel certificate in a form reasonably acceptable to Landlord, which shall confirm the status of all payment and performance obligations under this Lease.

22. INDEMNITIES SURVIVE. The indemnification obligations of Landlord and Tenant shall survive termination of this Lease.

23. HOLDOVER. During any period following the termination of this Lease that Tenant continues to occupy the Leased Premises, the Base Rental shall be increased to one hundred fifty percent (150%) of the Base Rental in effect immediately prior to such termination, and any such holdover with Landlord's consent shall create a month-to-month tenancy.

24. INSPECTION. Upon reasonable notice, Landlord may inspect the Leased Premises and/or show the Leased Premises to prospective lenders or purchasers so long as Landlord does not unreasonably disrupt or interfere with the operation of Tenant's business. Notwithstanding the foregoing, no notice shall be required in the event of an emergency.

25. MISCELLANEOUS. All terms used herein shall be of such number and gender as the context may require. All headings used herein are for convenience only and do not constitute a part of this Lease or affect its meanings. This Lease contains the entire agreement of the parties with respect to the subject matter contained herein and all oral agreements are merged herein. This Lease shall be binding upon and inure to the benefit to the parties hereto and (except as otherwise provided herein) their respective heirs, legal representatives, successors and assigns.

26. TIME OF ESSENCE. Time is of the essence for every term and condition of this Lease.

27. ENTIRE AGREEMENT. This Lease represents the entire agreement and understanding between Landlord and Tenant, and may only be modified in a writing executed by both parties. Any prior agreements, representations, obligations or understandings between the parties are superseded by this Lease.

28. INVALIDITY. Any term or provision of this Lease which is determined by a court of competent jurisdiction to be invalid or unenforceable shall not affect the whole of this Lease, and the remainder of this Lease shall remain in full force and effect.

29. APPLICABLE LAW. This Lease shall be governed by the law of the state where

the Leased Premises are located.

30. COUNTERPARTS. This Lease may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

31. ATTORNEY FEES. In the event of any suit or action to enforce any provision or recover damages arising out of breach of this Lease, the prevailing party shall be entitled to recover the reasonable fees and costs of one firm of attorneys in addition to any other relief afforded.

32. MEMORANDUM OF LEASE. Upon either party's request, Landlord and Tenant shall execute a Memorandum of Lease in a customary form reasonably satisfactory to Landlord and same shall be recorded in the Real Property Records of Davidson, County, Tennessee. The cost of preparation and recording of any such Memorandum of Lease shall be borne by the requesting party.

33. NO WAIVER OF RIGHTS. No failure or delay of Landlord or Tenant to exercise any right or power given it herein or to insist upon strict compliance by the other party hereto of any obligation imposed on it herein and no custom or practice of either party hereto at variance with any term hereof shall constitute a waiver or a modification of the terms hereof by either party or any right it has herein to demand strict compliance with the terms hereof. No waiver of any right of either party or any default by either party on one occasion shall operate as a waiver of any of other rights of the other party or of any subsequent default by the defaulting party. No express waiver shall affect any condition, covenant, rule, or regulation other than the one specified in such waiver and then only for the time and in the manner specified in such waiver. No person has or shall have any authority to waive any provision of this Lease unless such waiver is expressly made in writing and signed by an authorized officer of Landlord.

34. ASSIGNMENT BY LANDLORD. Landlord shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder, or in the Leased Premises. In such event and upon such transfer, no further liability or obligation shall thereafter accrue against Landlord hereunder.

35. WAIVER OF JURY TRIAL. To the extent permitted by applicable law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of landlord and tenant, Tenant's use or occupancy of the Leased Premises and/or any claim of injury or damage, hi the event Landlord commences any proceedings for nonpayment of rent or any other amounts payable hereunder, Tenant shall not interpose any counterclaim of whatever nature or description in any such proceeding, unless the failure to raise the same would constitute a waiver thereof. This shall not, however, be construed as a waiver of Tenant's right to assert such claims in any separate action brought by Tenant.

36. NO BROKERS. Landlord and Tenant each represents and warrants to the other that it did not deal with any broker in connection with this Lease. Tenant and Landlord shall indemnify, defend and hold the other harmless of, from and against any and all losses, damages, liabilities, claims, liens, costs and expenses (including, without limitation, court costs, reasonable attorneys' fees and litigation expenses) arising from any claims or demands of any other broker or brokers or finders for any commission alleged to be due such other broker or brokers or finders claiming to have dealt with either party in connection with this

Lease.

37. SURRENDER. Upon the expiration of the Term or other termination of the Term, Tenant shall quit and surrender the Leased Premises to the Landlord in as good order and condition as when received, ordinary wear and tear excepted. If Tenant fails to remove any of the signs, furnishings, equipment, trade fixtures, merchandise and other personal property installed or placed in the Leased Premises by the expiration or termination of this Lease, then Landlord may, at its sole option, (a) treat Tenant as a holdover, in which event the Rent provisions of this Lease regarding holding over shall apply; (b) deem any or all of such items abandoned and the sole property of Landlord after thirty (30) days; or (c) remove any and all such items and dispose of same in any manner. Tenant shall pay Landlord on demand any and all expenses incurred by Landlord in the removal of such items, including, without limitation, the cost of repairing any damage to the Leased Premises caused by such removal and storage charges (if Landlord elects to store such property), together with an administrative fee equal to ten percent (10%) of such costs.

38. QUIET POSSESSION. So long as Tenant is not in Default hereunder, Tenant's quiet possession of the Leased Premises shall not be disturbed by Landlord or any party acting on Landlord's behalf.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

LANDLORD:

GRACE EPISCOPAL CHURCH

Priscilla Mott, Senior Warden

By: _____

Gene Galligan, Junior Warden

By: _____

TENANT:

Joellen Freeman, Executive Director
Name

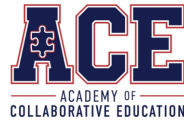
By: _____

Coversheet

Committee Reports

Section:	II. Reports
Item:	C. Committee Reports
Purpose:	FYI
Submitted by:	
Related Material:	2025_10_01_academic_excellence_committee_meeting_minutes.pdf 2025_11_11_governance_committee_meeting_minutes.pdf 2025_11_12_finance_committee_meeting_minutes.pdf 2025_11_13_facility_development_committee_meeting_minutes.pdf

DRAFT



Academy of Collaborative Education

Minutes

Academic Excellence Committee Meeting

Date and Time

Wednesday October 1, 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), Carmen Parks, Dawn Stanfield, Jessica Burkett, Joellen Freeman, Karen Roberson

Committee Members Absent

None

Committee Members who arrived after the meeting opened

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 Oct 1, 2025 at 3:02 PM.

C. Approve Minutes

Joellen Freeman made a motion to approve the minutes from Academic Excellence Committee Meeting on 09-03-25.

Dawn Stanfield seconded the motion.

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

Carmen Parks arrived.

II. Progress-Toward-Goals:

A. Progress-Toward-Goals:

Goal 1: Improve parent knowledge of and involvement in student assessment data through ACE's Pizza Box portfolio and digital portfolios.

- On Target
- Pizza boxes have been delivered to classrooms, and teachers have started adding items, i.e. data, artwork, and classwork)
- Pizza boxes will go home end of year.

Goal 2: Increase Reading and Literacy Scores by 35% school-wide compared to the previous year.

- On-Target
- Karen reports that ACE is on target and benchmarks are showing progress. She will reassess in October when benchmarks are done.

Goal 3: Integrate ABA principles more fully for improved behavior management.

- Jessica reported several new line techs and two RBTs have been added.
- Models have been shown in the classrooms, including first/then, pod transition, and reinforcements by Jessica.
- BCBAs have now been licensed in Louisiana and onboarding of RBTs and RLTs has started.
- Jessica will get licensed as RLT in case of absences.
- Once all techs have been placed under the BCBAs they will begin PEAK goals that were in place last year, as well as starting PEAK assessments for the new students, and adding students to their caseloads.

At least 80% of ACE personnel will be trained in fundamental ABA by 9/30/25, and will maintain expertise through ongoing training and professional development

initiatives, advancing our mission to foster a positive and effective learning environment.

- On-Target

Goal 4: Integrate Communication Boards school-wide.

- On-Target
- Communication boards have been placed throughout the school and more will be added.

Goal 5: Implement Parent Training and Enhance Participation and Effectiveness of said training.

- On-Target
- First parent meeting was held on Saturday, September 13, 2025 with a 13% attendance rate.
- Quarterly surveys will be sent out and due back at the end of the month through BOT
- The committee agreed that these trainings should not be limited to just ACE parents, bur to everybody.

Goal 6: Strengthen Communication Systems.

- On-Target
- Joellen explained the difficulty in getting a percentage. The school is putting out information electronically and on paper, but parents are stating they are not getting communications.
- N. Lard, a parent suggested communications should come from the school and teachers in a form of mass communication.

Goal 7: Increase Volunteer Engagement

- Off-Target, no longer at risk
- Dawn reported there has been more engagement from staff and parents at recent events.
- Joellen mentioned using Signup Genius to track hours, and she asked what would be the easiest way to sign up for events.

III. Academic Excellence Committee Progress on Dashboard Items:

A. SY25-26 Teacher surveys

Teacher surveys will be done through BOT. Surveys will be anonymous. Amy will teach Allison how to create and send surveys.

B. Committee Expansion

The plan for committee expansion is found in Board Documents

C. Written staff retention plan:

The AE Committee will discuss strategies

IV. Principal's Report

A. Benchmark Testing Date

Karen reported numeracy & DIBELS testing will be done by October 3, 2025. Benchmark testing will continue. State numeracy and DIBELS testing for grades K-3 closes October 3, 2025 and has to be compiled to create beginning of year data.

V. Pupil Progression Plan

A. Update on Pupil Progression Plan

Plan is due by end of October. There is a template provided by LDOE. The ACE plan will be revised to include what is used in CSP, the addition of 6th grade, and a section with 3rd grade submission entitled "Promotion for Good Cause".

VI. Executive Director's Report

A. Charter Renewal Process with LDOE

Joellen reported Shantel Reynard stopped by the school on 10/01/25, and the charter renewal process was discussed. Shantel stated a group is getting together as a department to come up with how the ACE renewal requirements and targets will be. Renewal framework has not been sent as of date.

B. Student Growth Data relative to the CSP Grant

No data available at this time due to testing. State testing, numeracy and DIBELS will not be complete until October 3, 2025.

VII. Other/Unfinished Business (goals/responsibilities/previous agenda)

A. Changing Monthly Meeting

The committee discussed changing meeting from monthly to quarterly to be able to have comparable data. Meeting schedule will be amended to December 3, 2025, March 2, 2026, and May 6, 2026. This decision will be presented to the board for a vote. If approved, notice of calendar amendments will be sent to LDOE

VIII. Committee Member Research and Preparation (Homework)

A. Review all documents regarding Interim Assessment Check-Ins in the AE committee docs

Documents for check ins are located in AE committee documents.

IX. 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 4:14 PM.

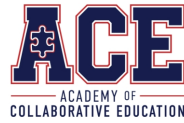
Respectfully Submitted,

Allison Dickens

Dawn Stanfield moved to adjourn meeting. Joellen Freeman second the motion. Meeting adjourned Wednesday, October 1, 2025 at 4:14 pm

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

DRAFT



Academy of Collaborative Education

Minutes

Governance Committee Meeting

Date and Time

Tuesday November 11, 2025 at 4:30 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 (remote), Anna Grimmert (remote), Holly Allen (remote), Joellen Freeman (remote), Kara Maggiore (remote)

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 Tuesday Nov 11, 2025 at 4:31 PM.

C. Approval of Committee Meeting Minutes

Kara Maggiore made a motion to approve the minutes from Governance Committee Meeting on 10-22-25.

Joellen Freeman seconded the motion.

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

D. Approval of agenda

Kara Maggiore made a motion to approve motion as presented.

Joellen Freeman seconded the motion.

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

II. Action Items

A. Vote: Approve ACE Governing Board Schedule

B. Vote: Approve New Governance Committee Schedule

C. Vote: Recommend Approval of VComm Contract

Joellen Freeman made a motion to recommend approval of the VCOM contract to the full board with the additional certificate of insurance naming Academy of Collaborative Education spelled out as additional insured.

Kara Maggiore seconded the motion.

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

Roll Call

Anna Grimmett	Aye
Allison Dickens	Abstain
Holly Allen	Aye
Joellen Freeman	Aye
Kara Maggiore	Aye

III. Closing Items

A. Adjourn Meeting

Kara Maggiore made a motion to adjourn meeting at 5:19 pm.

Joellen Freeman seconded the motion.

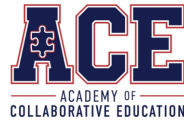
The committee **VOTED** to approve the motion.

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 5:19 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.org describing the assistance that is necessary.

DRAFT



Academy of Collaborative Education

Minutes

Finance Committee Meeting

Date and Time

Wednesday November 12, 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, Anna Grimmert (remote), Joellen Freeman, Katie Kahmann, Latner McDonald (remote), Seth Hall (remote), Sherah LeBoeuf (remote)

Committee Members Absent

None

Guests Present

Joe Martin (remote)

I. Opening Items

A. Record Attendance

B.

Call the Meeting to Order

Joellen Freeman called a meeting of the Finance Committee of Academy of Collaborative Education to order on Wednesday Nov 12, 2025 at 2:09 PM.

C. Approve Minutes

Anna Grimmatt made a motion to approve the minutes from Finance Committee Meeting on 10-08-25.

Joellen Freeman seconded the motion.

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

D. Approval of Agenda

Anna Grimmatt made a motion to approve the agenda as presented.

Katie Kahmann seconded the motion.

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

II. Unfinished Business (Previously visited from an earlier agenda)

A. Moving Finance Committee to every other month

Joellen discussed that finance committee would be moving to every other month once approved by the full board. Meetings will be scheduled for the second Wednesday in January, March and May 2026.

III. Closing Items

A. Adjourn Meeting

Anna Grimmatt made a motion to adjourn meeting.

Sherah LeBoeuf seconded the motion.

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

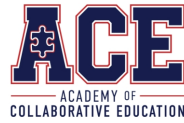
There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 3:26 PM.

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.org describing the assistance that is necessary.

DRAFT



Academy of Collaborative Education

Minutes

Facility/Development Committee Meeting

Date and Time

Thursday November 13, 2025 at 4:00 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 (remote), Davy Mize, Joellen Freeman

Committee Members Absent

Karen Roberson, Richard Cannon

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 Nov 13, 2025 at 4:01 PM.

C.

Approve Minutes

Joellen Freeman made a motion to approve the minutes from Facility/Development Committee Meeting on 10-09-25.

Allison Dickens seconded the motion.

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

D. Approval of Agenda

Davy Mize made a motion to Approve the agenda as written.

Joellen Freeman seconded the motion.

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

II. Facility/Development

A. Grace Lease Agreement

Ace will pay portion of property taxes and a portion on maintenance. Gene Hastings add Will language for smoke detectors. Iron work lease starts December 1st and move in at first of year.

B. HVAC in the Gym

Rob Turner coming 11/14/2025 -o View roof leakage and check HVAC. Byrnes has some overlapping of invoices

III. Other Business

A. Progress towards Smart Goals

B. Other building matters

Take smart board off wall in 2nd EAP class. Davy will take it down 11/14/2025. 3rd AP, Joellen's door, & gym doors are not closing.

IV. Closing Items

A. Adjourn Meeting

Joellen Freeman made a motion to Adjourn meeting.

Allison Dickens seconded the motion.

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

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 4:20 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.org describing the assistance that is necessary.

Coversheet

Review + Discuss Audit Engagement Letter

Section:	III. New Business
Item:	C. Review + Discuss Audit Engagement Letter
Purpose:	Discuss
Submitted by:	
Related Material:	2024 Engagement Letter (1).pdf



1904 Stubbs Avenue, Suite B
Monroe, LA 71201

T 318.387.2672 F 318.322.8866

Keeping you on course!

October 14, 2025

Board of Directors
Academy of Collaborative Education
505 Glenmar Avenue
Monroe, Louisiana 71201

We are pleased to confirm our acceptance and understanding of the terms of our review/attestation engagement for the year ended June 30, 2024, and the nature and limitations of the services we are to provide for the **Academy of Collaborative Education** (the School), (a nonprofit).

We will perform a review/attestation engagement with respect to the basic financial statements of the School as of and for the year ended June 30, 2024, as required by Louisiana Revised Statute 24:513.

Our review/attestation engagement will be performed in accordance with the *Louisiana Governmental Audit Guide*, authorized by Louisiana Revised Statute 24:513 A. (5) (a) (i), which is published jointly by the Louisiana Legislative Auditor and the Society of Louisiana Certified Public Accountants; and the applicable standards enumerated below.

Our Responsibilities - Review Engagement

The objective of our review engagement is to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

We will conduct our review engagement in accordance with *Statements on Standards for Accounting and Review Services* (SSARs) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA), and the standards applicable to review engagements contained in *Government Auditing Standards*, issued by the United States Comptroller General; and will comply with the AICPA's *Code of Professional Conduct*, including the ethical principles of integrity, objectivity, professional competence, and due care.

Board of Directors
Academy of Collaborative Education, Inc.
Engagement Letter
Page 2 of 11

A review engagement includes primarily applying analytical procedures to the School financial data and making inquiries of management. A review engagement is substantially less in scope than an audit engagement, the objective of which is the expression of an opinion regarding the financial statements as a whole. A review engagement does not contemplate obtaining an understanding of the School internal control; assessing fraud risk; testing accounting records by obtaining sufficient appropriate audit evidence through inspection, observation, confirmation, or other examination of source documents, or other procedures ordinarily performed in an audit engagement. Accordingly, we will not express our opinion regarding the financial statements.

The supplementary information accompanying the financial statements will be presented for the purposes of additional analysis. Such information is the responsibility of the School management and will be derived from, and related directly to, the underlying accounting and other records used to prepare the financial statements. The information will be subjected to the review procedures applied in our review of the financial statements. We will not audit the information and accordingly, we do not express an opinion.

Our review engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the School or noncompliance with laws and regulations. However, we will inform the appropriate level of management of any material errors and any evidence or information that comes to our attention during the performance of our review procedures that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our review procedures regarding noncompliance with laws and regulations that may have occurred, unless they are clearly inconsequential.

We have no responsibility to identify and communicate deficiencies or material weaknesses in your internal control as part of this engagement.

Should we become aware of fraud or misappropriation of funds during our review, we will immediately notify you and the Legislative Auditor in writing.

We will also notify you and the Legislative Auditor of any breach of the security of our firms computer system, defined in R.S. 51:3073 as the compromise of the security, confidentiality, or integrity of computerized data that results in, or there is a reasonable likelihood to result in, the unauthorized acquisition of and access to the School personal information, as defined in R.S. 51:3073. The notification to you and the Legislative Auditor will be in writing and will be within ten days of our firm's constructive knowledge of the occurrence of the security breach.

Our Responsibilities - Attestation (Agreed-Upon Procedures) Engagement

We will apply the agreed-upon procedures listed in the attached schedule on certain control and compliance matters contained in the Louisiana Attestation Questionnaire, for the fiscal year ending June 30, 2024, as required by Louisiana Revised Statute 24:513 and the *Louisiana Governmental*

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Audit Guide.

These procedures were agreed to by the Louisiana Legislative Auditor; and the Legislative Auditor acknowledges that the procedures are appropriate for the intended purpose of the engagement, as described in this letter.

Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the AICPA, and the standards applicable to attestation engagements contained in *Government Auditing Standards*, issued by the United States Comptroller General. Those standards require that we obtain your written agreement to the procedures to be applied and your acknowledgment that those procedures are appropriate for the intended purpose of the engagement, as described in this letter. The agreement and acknowledgment are contained in this letter. A refusal to provide such agreement and acknowledgment will result in our withdrawal from the engagement. We make no representation that the procedures we will perform are appropriate for the intended purpose of the engagement or for any other purpose.

Because the agreed-upon procedures do not constitute an examination or review, we will not express an opinion or conclusion on the control and compliance matters contained in the agreed-upon procedures. In addition, we have no obligation to perform any procedures beyond those to which you agree.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, we will communicate to you and the Legislative Auditor any known and suspected fraud and noncompliance with laws or regulations affecting the control and compliance matters contained in the agreed-upon procedures that come to our attention. In addition, if in connection with this engagement, matters come to our attention that contradict the School representations in the Louisiana Attestation Questionnaire, we will communicate such matters to you and will disclose those matters in our report. Such disclosures, if any, may not necessarily include all matters that might have come to our attention had we performed additional procedures or an examination or review.

Should we become aware of fraud or misappropriation of funds during the performance of the agreed-upon procedures, we will immediately notify you and the Legislative Auditor in writing.

Your Responsibilities - Review Engagement

The review engagement to be performed is conducted on the basis that you acknowledge and understand that our responsibility is to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements in order for the statements to be in accordance with accounting principles generally accepted in the United States of America. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARSS:

- a. The selection of accounting principles generally accepted in the United States of

Board of Directors
Academy of Collaborative Education, Inc.
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America as the financial reporting framework to be applied in the preparation of financial statements

- b. The preparation and fair presentation of financial statements in accordance with accounting principles generally accepted in the United States of America and the inclusion of all informative disclosures that are appropriate for accounting principles generally accepted in the United States of America
- c. The design, implementation, and maintenance of internal control relevant to the preparation

and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error

- d. The prevention and detection of fraud
- e. To ensure that the School complies with the laws and regulations applicable to its activities
- f. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to me for the engagement
- g. To provide me with (i) access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters; (ii) additional information that we may request from you for the purpose of the review engagement, and (iii) unrestricted access to persons within the School of whom we determine it necessary to make inquiries
- h. To provide me, at the conclusion of the engagement, with a letter that confirms certain representations made during the review
- i. You agree to assume all management responsibilities relating to the financial statements and related notes preparation and the depreciation schedule preparation and any other nonattest services we provide. The above services will be performed based on information and records provided by you. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonattest services by designating an individual, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them. The attached Understanding of Non-Attest Services further documents our understanding regarding the objective of the nonattest services, the services to be

Board of Directors
Academy of Collaborative Education, Inc.
Engagement Letter
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performed, our responsibilities, your acceptance of your responsibilities, and the limitations on the services.

Your Responsibilities - Attestation (Agreed-Upon Procedures) Engagement

You will agree to the procedures to be performed that are described in the attachment to this letter; and will acknowledge that the procedures to be performed are appropriate for the intended purpose of the engagement, which is to perform specified procedures on certain control and compliance matters contained in the Louisiana Attestation Questionnaire for the year ended June 30, 2024, as required by Louisiana Revised Statute 24:513 and the *Louisiana Governmental Audit Guide*.

As stated previously, these procedures were also agreed to by the Louisiana Legislative Auditor; and the Legislative Auditor also acknowledges that the procedures are appropriate for the intended purpose of the engagement

You have acknowledged to us your intent to complete and sign the Louisiana Attestation Questionnaire, indicating your responsibility for the assertions therein. Likewise, you are responsible for the School compliance with the laws and regulations specified in the questionnaire and the effectiveness of the School internal control over compliance with those laws and regulations.

In addition, you are responsible for providing me with (1) access to all information of which you are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the School from whom we determine it necessary to obtain evidence relating to performing those procedures.

At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from management that, among other things, will confirm managements responsibility for the School compliance with the laws and regulations specified in the questionnaire and the effectiveness of the School internal control over compliance with those laws and regulations.

Our Report

We will issue a written accountant's review report upon completion of our engagement. Our report will be addressed to the School governing board. We cannot provide assurance that an unmodified accountant review report will be issued. Circumstances may arise in which it is necessary for me to report known departures from accounting principles generally accepted in the United States of America, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

The School agrees to include our accountants' review report in any document containing financial statements that indicate such financial statements have been reviewed by me, and, prior to

Board of Directors
Academy of Collaborative Education, Inc.
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inclusion of the report, to ask our permission to do so.

Our report will have an other-matter paragraph that will describe the required supplementary information that is presented and/or omitted, as well as the supplementary information that is presented. The paragraph will state that the required supplementary information and supplementary information is the responsibility of the School management and will also inform the user that we reviewed all information presented, but do not express an opinion on the information presented.

We will also issue a written attestation report upon completion of our engagement that lists the procedures performed, our findings, and management's response to our findings. The attestation report will be addressed to the School and the Louisiana Legislative Auditor and will be included with our report on the reviewed financial statements.

If we encounter restrictions in performing the agreed-upon procedures, we will discuss that matter with you. If we determine the restrictions are appropriate, we will disclose the restrictions in our attestation report.

Our attestation report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

You understand that the attestation report is intended solely for the use of the School and the Legislative Auditor and should not be used by anyone other than these specified parties. Under Louisiana Revised Statute 24:513, the report will be distributed by the Legislative Auditor as a public document.

The reporting package will also include the following:

- a. A schedule of per diem paid to board members, as required by House Concurrent Resolution No. 54 of the 1979 Legislative Session, if applicable;
- b. The schedule of compensation, reimbursements, benefits, and other payments to agency head, political subdivision head, or chief executive office, as required by Louisiana Revised Statute 24:513 A. (3);
- c. Managements corrective action plan for any findings contained in the report, which the School management will complete;
- d. A summary schedule of prior findings, which the School management will complete; and
- e. The signed Louisiana Attestation Questionnaire

We will assist you in the preparation of management's corrective action plan, if applicable, and

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the summary schedule of prior year findings, if applicable.

If, for any reason, we are unable to complete the review of the School financial statements, we will not issue a report on such statements as a result of this engagement. If, for any reason, we are unable to complete any of the agreed-upon procedures, we will describe in our report any restrictions on the performance of the procedures or not issue a report and withdraw from the engagement. Should such a situation arise, we will notify you and the Legislative Auditor.

There may be existing circumstances that, in our professional judgment, will require that we not issue an attestation report and withdraw from the engagement. Such circumstances include the following:

- a. You refuse to provide written agreement to the procedures and acknowledge that they are appropriate for the intended purpose of the engagement;
- b. You fail to provide requested written representations, or we conclude that there is sufficient doubt about the competence, integrity, ethical values, or diligence of those providing the written representations, or we conclude that the written representations provided are otherwise not reliable;
- c. We determine that the description of the procedures performed, or the corresponding findings are misleading in the circumstances of the engagement;
- d. We determine that restrictions on the performance of the engagement are not appropriate.

Due Professional Care

A review/attestation may not meet the needs of all report users, who may require additional information and assurances on the financial statements, internal control, and compliance with laws and regulations. In accordance with *Government Auditing Standards*, you should consider whether additional testing of financial statement amounts and presentations, controls, and compliance are necessary to supplement the coverage of these areas and to meet the reasonable needs of report users. These additional needs are quite often met by:

- a. An audit of financial statements conducted in accordance with *Government Auditing Standards*,
- b. Supplemental (or agreed-upon) procedures, or
- c. An examination of compliance or internal control resulting in an opinion.

If during the performance of our engagement we become aware that a review/attestation will not satisfy the requirements of all report users, laws, and regulations, we will notify you as soon as

Board of Directors
Academy of Collaborative Education, Inc.
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this comes to our attention. We will then submit another engagement letter for your approval that complies with the applicable requirements, and will submit the engagement to the Legislative Auditor for approval. We will consider all standards that may apply, but in particular, we will be cognizant of:

- a. State of Louisianas audit law.
- b. Audit requirements of *Government Auditing Standards*.
- c. *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (2 CFR Chapter we and Chapter II, parts 200, 215, 225 and 230) requirements when federal award expenditures equal or exceed \$750,000 for the fiscal year.
- d. Bond requirements, either to issue bonds or as a bond indenture provision.
- e. Other contractual requirements

We are available to discuss the expanded needs of report users, the nature of the expanded examinations, and the degree to which these type examinations, or other examinations, will meet the needs of the School and its report users.

Timing of Engagement

We anticipate that the engagement will commence no later than June 1, 2026, and that the reports will be issued no later than June 30, 2026.

Recommendations

During the course of our engagement, it is possible that we may observe opportunities for observe variances with applicable laws and regulations or other matters that should be brought to your attention. our comments and recommendations concerning such matters, if any, will be conveyed to you in written form.

Prior Comments and Recommendations

Our engagement will include a review of any prior-year suggestions, recommendations, and/or comments included in the summary schedule of prior findings. As to any current-year recommendations, suggestions, and/or comments, we will afford you the opportunity to respond to such matters and include your response in management's corrective action plan.

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Academy of Collaborative Education, Inc.
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Engagement Completion

At the completion of our engagement, we will send five hardcopies of our report to the School. We will submit a .pdf file of our report, including the management letter, if applicable, and managements plan of corrective action, if applicable, to the Legislative Auditor. Either we or the School shall send a copy of the report, any management letter, and management's corrective action plan to each state grantor agency providing assistance to the School, if applicable.

If we find events subsequent to the issuance of our reports that would cause me to revise and reissue the reports, we will notify the Legislative Auditor immediately. we shall distribute the revised and reissued reports in the same fashion and to the same individuals and organizations as the original reports.

Changes

The Legislative Auditor will be notified immediately in writing of the accountant's decision to withdraw from the engagement or if the engagement is cancelled, to include all substantive reasons for the withdrawal or cancellation.

The Legislative Auditor will be notified immediately, in writing, if there are any significant disagreements. The Legislative Auditor will be notified immediately, in writing, if there are any changes in this agreement or if there are any restrictions placed on me during the engagement, to include failure to provide the appropriate books and records in a timely manner or denial of access to appropriate books and records, that would impact the scope of the engagement or the nature of the tests required under the previously discussed standards.

Compensation

Our fee for this engagement will be \$15,000, including out-of-pocket expenses. This fee estimate is based on the assumption that you will provide assistance, anticipated cooperation from your personnel, and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Any amendments to the not-to-exceed amount of the fees will be in writing and signed by both our firm and the School.

Engagement Documentation

It is understood that our engagement documentation is confidential information. However, we will make our engagement documentation available to the Legislative Auditor, any successor auditor/accountant, or any organization of the Louisiana Board of Certified Public Accountants authorized to perform quality assurance reviews as required by law. We will follow the Legislative

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Auditors policy regarding confidentiality of audit/engagement documentation found in the *Louisiana Governmental Audit Guide* when giving access to engagement documentation to any parties other than those previously named individuals and organizations.

Should we become aware of any illegal acts, we shall make our engagement documentation available to the local School attorney and/or any other state or federal enforcement or regulatory agency without liability. We will retain the engagement documentation for five years.

External Quality Review

We have previously provided you with our latest external quality review, dated November 14, 2023.

Other Services

You may request that we perform additional nonattest services not contemplated by this engagement letter.

If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We may also issue a separate engagement letter covering the additional services. In the absence of any other written communication from me documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Under the provisions of *Government Auditing Standards*, our ability to provide nonattest services may result in an impairment of our independence and therefore may be limited for the duration of this engagement and for the period covered by this engagement. We will consult those standards and the Louisiana Legislative Auditor to determine whether such an impairment exists, prior to the performance of any nonattest services.

Approval

We appreciate the opportunity to be of service to you, and believe this letter accurately summarizes the significant terms of our engagement. If these comments and arrangements meet with your approval, please sign below and return the agreement to me.

In accordance with the provisions of state law, this engagement agreement must be approved by the Legislative Auditor prior to commencement of our work. Upon your signature and approval, we will seek the approval of the Legislative Auditor of this engagement.

We look forward to a pleasant association and the opportunity to provide the services included in this engagement. If you have any questions, please let me know.

Board of Directors
Academy of Collaborative Education, Inc.
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Respectfully,

A handwritten signature in black ink that reads "Ron Woodard, CPA". The signature is fluid and cursive, with the first name "Ron" being more prominent.

Woodard & Associates (APAC)
Monroe, Louisiana

RESPONSE:

This letter correctly sets forth the understanding of **Academy of Collaborative Education**.

By

Title

Date

ATTACHMENT TO REVIEW/ATTESTATION ENGAGEMENT AGREEMENT - AGREED-UPON PROCEDURES FOR GOVERNMENTAL AGENCY

With respect to your representations included within the Louisiana Attestation Questionnaire, as of June 30, 2024, and for the year then ended, we will apply the following agreed-upon procedures:

Public Bid Law

1. Obtain documentation for all expenditures made during the year for material and supplies exceeding \$60,000, and public works exceeding \$250,000. Compare the documentation for these expenditures to Louisiana Revised Statute (R.S.) 39:1551-39:1775 (the state procurement code) or R.S. 38:2211-2296 (the public bid law), or the regulations of the Division of Administration and the State Purchasing Office, whichever is applicable; and report whether the expenditures were made in accordance with these laws.

Code of Ethics for Public Officials and Public Employees

2. Obtain a list of the immediate family members of each board member as defined by R.S. 42:1101-1124 (the ethics law).
3. Obtain a list of all employees paid during the fiscal year.
4. Report whether any employee's names appear on both lists obtained in Procedures 2 and 3.
5. Obtain a list of all disbursements made during the year, and a list of outside business interests of board members, employees, and board members and employees' immediate families. Report whether any vendors appear on both lists.

Budgeting

6. Obtain a copy of the legally adopted budget and all amendments.
7. Trace documentation for the adoption of the budget and approval of any amendments to the minute book, and report whether there are any exceptions.
8. Compare the revenues and expenditure of the final budget to actual revenues and expenditure. Report whether actual revenues failed to meet budgeted revenues by 5% or more, and whether actual expenditure exceeded budgeted amounts by 5% or more. (For agencies that must comply with the Licensing Agency Budget Act only, compare the expenditures of the final budget to actual expenditures, and report whether actual expenditures exceeded budgeted amounts by 10% or more per category or 5% or more in total).

Accounting and Reporting

9. Obtain the list of all disbursements made during the fiscal year. Randomly select six disbursements and obtain documentation from management for these disbursements. Compare the selected disbursements to the supporting documentation, and: (a) report whether the six disbursements agree to the amount and payee in the supporting documentation, (b) report whether the six disbursements are coded to the correct fund and general ledger account, and (c) report whether the six disbursements were approved in accordance with managements policies and procedures.

Meetings

10. Obtain evidence from management to support that agendas for meetings recorded in the minute book were posted or advertised as required by R.S. 42:11 through 42:28 (the open meetings law); and report whether there are any exceptions.

Debt

11. Obtain bank deposit slips for the fiscal year and scan the deposit slips in order to identify and report whether there are any deposits that appear to be proceeds of bank loans, bonds, or indebtedness. If any such proceeds are identified, obtain from management evidence of approval by the State Bond Commission, and report any exceptions.

Advances and Bonuses

12. Obtain the list of payroll disbursements and meeting minutes of the governing board, if applicable. Scan these documents to identify and report whether there are any payments or approval of payments to employees that may constitute bonuses, advances, or gifts.

State Audit Law

13. Report whether the agency provided a timely report in accordance with R.S. 24:513.
14. Inquire of management and report whether the agency entered into any contracts that utilized state funds as defined in R.S. 39:72.1.A.(2); and that were subject to the public bid law (R.S. 38:2211, et seq.), while the agency was not in compliance with R. S. 24:513 (the audit law).

Prior-Year Comments

15. Obtain and report managements representation as to whether any prior-year suggestions, recommendations, and/or comments have been resolved.

Coversheet

Review + Discuss VCOM MOU

Section:	III. New Business
Item:	D. Review + Discuss VCOM MOU
Purpose:	Discuss
Submitted by:	
Related Material:	V1.10.28.25.ACE_VCOM.MOU.docx.pdf

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
ACADEMY OF COLLABORATIVE EDUCATION
AND
Edward Via College of Osteopathic Medicine
IN ACCORDANCE WITH LRS 17:3914(L)**

This Memorandum of Understanding is entered into by and between **Academy of Collaborative Education (ACE)** (hereinafter referred to as “Charter School”), herein represented by its duly authorized representative, and the **Edward Via College of Osteopathic Medicine (VCOM)** (hereinafter referred to as the “Partner School”), herein represented by its duly authorized Representative of the Partner School. The Charter School and Partner School shall be referred to herein collectively as the “Parties”.

Purpose

The stated and limited purpose of this Memorandum of Understanding is to establish a collaborative relationship between the Charter School and the Partner School for the purpose of allowing VCOM student doctors to complete approved volunteer and clinical observation hours within the ACE educational setting. During these experiences, student doctors may have access to limited student information necessary for educational and training purposes. All access to student information shall be in strict compliance with the Family Educational Rights and Privacy Act (FERPA), La. R.S. 17:3914, and all other applicable privacy laws.

All Partner School student doctors and volunteers shall serve in a non-clinical, non-treatment capacity and shall at all times remain under the supervision of ACE staff when interacting with students. The purpose of this partnership is to:

1. provide the Partner School (VCOM) students with and to complete approved volunteer and clinical observation hours within the ACE educational setting; and
2. to allow the Partner School (VCOM) students access to student information necessary for observation and participation in educational and therapeutic activities, consistent with FERPA and all applicable privacy laws, solely for educational and training purposes.

Term

This Memorandum of Understanding shall become effective upon the execution by both Parties and shall remain in effect until and unless either notifies the other, in writing, of the termination thereof.

Confidentiality

The Parties hereby agree to handle all student information in accordance with the provisions of the Family Educational Rights and Privacy Act, 20 USC Section 1232(g), et seq and LRS 17:3914. The Parties agree that all such information is confidential and will not be disclosed to any person, except as provided to herein.

The Partner School acknowledges that all student doctors or volunteers with access to student information shall be considered “school officials” under FERPA for the limited purpose of this Memorandum and shall receive appropriate orientation on maintaining confidentiality.

Restrictions on Use

The Parties, inclusive of their employees, agents, contractors, or representatives thereof, may not use the student information for any purpose not expressly and explicitly set forth herein.

Indemnification

The Partner School hereby agrees to indemnify and hold harmless the Charter School against and from all costs, expenses, damages, injuries, losses or causes of action arising out of the actions of the Partner School or its employees, agents, contractors or representatives thereof that result in the failure to keep confidential and secure the student information obtained from the Charter School pursuant to this Memorandum.

The Charter School hereby agrees to indemnify and hold harmless the Partner School against and from all costs, expenses, damages, injuries, losses or causes of action arising out of the actions of the Charter School or its employees, agents, contractors or representatives thereof that result in the failure to keep confidential and secure the student information obtained from the Partner School pursuant to this Memorandum.

Insurance and Liability

The Partner School shall maintain professional and general liability insurance for all student doctors and faculty participating under this Memorandum and shall provide proof of such coverage upon request.

Background Check/Verification

The Partner School shall ensure, in writing, that all student doctors or volunteers assigned to participate in observation or volunteer activities on the campus of the Charter School have successfully completed both a Federal Bureau of Investigation (FBI) background check and a Louisiana State Police background check prior to beginning any on-site activities. Verification of these clearances shall be provided to the Charter School prior to the commencement of any observations or volunteer service.

Provision of School Information

The Charter School shall provide the Partner School with a copy of the annual school calendar and all applicable safety and operational policies relevant to volunteer and observation activities. These materials shall be provided prior to the start of each academic year and updated as necessary to ensure that all volunteers and student doctors are informed of current school schedules, safety protocols, and campus procedures.

Scheduling and Identification Requirements

The Partner School shall provide the Charter School with an annual calendar of planned observation and volunteer rotations, aligning with the Charter School's academic calendar to the extent possible. The Partner School shall also submit, in advance of each rotation, the names of all student doctors or volunteers who will participate. Each student doctor or volunteer shall present a valid driver's license or

government-issued photo identification upon their initial visit to the Charter School for entry into the school's visitor management system in accordance with campus safety procedures.

Security Breach

Security Breach shall mean any act or omission that compromises either the security or the confidentiality of the student information provided. In the event of a security breach the Party that suffered the security breach shall take all commercially reasonable steps to remedy the security breach and prevent any other similar breach. The Party that suffered the security breach shall notify the other Party immediately upon learning thereof by reasonable means, including but not limited to phone, email or other written correspondence delivered promptly. Upon the occurrence of a security breach the Parties will work cooperatively to determine the extent thereof and to identify actions or policies that will serve to remedy any loss and/or prevent any further occurrence. The Parties further agree to take all actions reasonably necessary to identify the employee, agent or contractor of the respective party who knowingly and/or willfully fail to maintain the confidentiality of such information and report such persons to the proper authorities for prosecution in accordance with La. R.S. 17:3914(G).

Destruction of Data

The Parties agree that any student information provided by the other under this Memorandum will, upon completion of the purposes set forth herein, be destroyed in such a manner that the student information will be unavailable to any other person or to the Party to which it had been provided. The Party responsible for such destruction shall certify to the party from whom the information was obtained that such destruction was performed.

Governing Law

Exclusive jurisdiction and venue for any dispute, claim or suit between the Parties hereto shall be in the State District Court within whose jurisdiction the District is located or the State District Court within which the Charter School is physically located.

The Charter School waives all right to remove any suits between the Parties arising out of this Memorandum to any other State or Federal Court other than as set forth herein.

The laws of the State of Louisiana, without regard to conflicts of law provisions, shall govern any interpretation of or disputes arising from this Memorandum.

Severability

Should any provision of this Memorandum be declared unenforceable by a Court of competent jurisdiction or become impossible to apply, that provision shall be deemed severed here from with the balance of this Memorandum remaining in full force and effect.

Amendment

Should the need arise to amend or change any of the provisions of this Memorandum to better satisfy the intent of La. R.S. 17:3914(L) or other applicable provisions of law, both Parties shall execute a written, mutually agreeable amendment to affect such change.

Notices

All notices, communications and information exchanged between the Parties pursuant to this Memorandum shall be delivered to the following representatives:

Partner School: Edward Via College of Osteopathic Medicine

Charter School: Academy of Collaborative Education

This is done and executed as indicated below.

Edward Via College of Osteopathic Medicine (Partner School)	Academy of Collaborative Education, (Charter School)
By its duly authorized Representative,	By its duly authorized representative, Joellen Freeman.
Date:_____	Date:_____

Coversheet

Woodard & Associates Engagement Letter

Section:	IV. Action Items
Item:	C. Woodard & Associates Engagement Letter
Purpose:	Vote
Submitted by:	
Related Material:	2024 Engagement Letter (1).pdf



1904 Stubbs Avenue, Suite B
Monroe, LA 71201

T 318.387.2672 F 318.322.8866

Keeping you on course!

October 14, 2025

Board of Directors
Academy of Collaborative Education
505 Glenmar Avenue
Monroe, Louisiana 71201

We are pleased to confirm our acceptance and understanding of the terms of our review/attestation engagement for the year ended June 30, 2024, and the nature and limitations of the services we are to provide for the **Academy of Collaborative Education** (the School), (a nonprofit).

We will perform a review/attestation engagement with respect to the basic financial statements of the School as of and for the year ended June 30, 2024, as required by Louisiana Revised Statute 24:513.

Our review/attestation engagement will be performed in accordance with the *Louisiana Governmental Audit Guide*, authorized by Louisiana Revised Statute 24:513 A. (5) (a) (i), which is published jointly by the Louisiana Legislative Auditor and the Society of Louisiana Certified Public Accountants; and the applicable standards enumerated below.

Our Responsibilities - Review Engagement

The objective of our review engagement is to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

We will conduct our review engagement in accordance with *Statements on Standards for Accounting and Review Services* (SSARs) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA), and the standards applicable to review engagements contained in *Government Auditing Standards*, issued by the United States Comptroller General; and will comply with the AICPA's *Code of Professional Conduct*, including the ethical principles of integrity, objectivity, professional competence, and due care.

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Academy of Collaborative Education, Inc.
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A review engagement includes primarily applying analytical procedures to the School financial data and making inquiries of management. A review engagement is substantially less in scope than an audit engagement, the objective of which is the expression of an opinion regarding the financial statements as a whole. A review engagement does not contemplate obtaining an understanding of the School internal control; assessing fraud risk; testing accounting records by obtaining sufficient appropriate audit evidence through inspection, observation, confirmation, or other examination of source documents, or other procedures ordinarily performed in an audit engagement. Accordingly, we will not express our opinion regarding the financial statements.

The supplementary information accompanying the financial statements will be presented for the purposes of additional analysis. Such information is the responsibility of the School management and will be derived from, and related directly to, the underlying accounting and other records used to prepare the financial statements. The information will be subjected to the review procedures applied in our review of the financial statements. We will not audit the information and accordingly, we do not express an opinion.

Our review engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the School or noncompliance with laws and regulations. However, we will inform the appropriate level of management of any material errors and any evidence or information that comes to our attention during the performance of our review procedures that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our review procedures regarding noncompliance with laws and regulations that may have occurred, unless they are clearly inconsequential.

We have no responsibility to identify and communicate deficiencies or material weaknesses in your internal control as part of this engagement.

Should we become aware of fraud or misappropriation of funds during our review, we will immediately notify you and the Legislative Auditor in writing.

We will also notify you and the Legislative Auditor of any breach of the security of our firms computer system, defined in R.S. 51:3073 as the compromise of the security, confidentiality, or integrity of computerized data that results in, or there is a reasonable likelihood to result in, the unauthorized acquisition of and access to the School personal information, as defined in R.S. 51:3073. The notification to you and the Legislative Auditor will be in writing and will be within ten days of our firm's constructive knowledge of the occurrence of the security breach.

Our Responsibilities - Attestation (Agreed-Upon Procedures) Engagement

We will apply the agreed-upon procedures listed in the attached schedule on certain control and compliance matters contained in the Louisiana Attestation Questionnaire, for the fiscal year ending June 30, 2024, as required by Louisiana Revised Statute 24:513 and the *Louisiana Governmental*

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Audit Guide.

These procedures were agreed to by the Louisiana Legislative Auditor; and the Legislative Auditor acknowledges that the procedures are appropriate for the intended purpose of the engagement, as described in this letter.

Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the AICPA, and the standards applicable to attestation engagements contained in *Government Auditing Standards*, issued by the United States Comptroller General. Those standards require that we obtain your written agreement to the procedures to be applied and your acknowledgment that those procedures are appropriate for the intended purpose of the engagement, as described in this letter. The agreement and acknowledgment are contained in this letter. A refusal to provide such agreement and acknowledgment will result in our withdrawal from the engagement. We make no representation that the procedures we will perform are appropriate for the intended purpose of the engagement or for any other purpose.

Because the agreed-upon procedures do not constitute an examination or review, we will not express an opinion or conclusion on the control and compliance matters contained in the agreed-upon procedures. In addition, we have no obligation to perform any procedures beyond those to which you agree.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, we will communicate to you and the Legislative Auditor any known and suspected fraud and noncompliance with laws or regulations affecting the control and compliance matters contained in the agreed-upon procedures that come to our attention. In addition, if in connection with this engagement, matters come to our attention that contradict the School representations in the Louisiana Attestation Questionnaire, we will communicate such matters to you and will disclose those matters in our report. Such disclosures, if any, may not necessarily include all matters that might have come to our attention had we performed additional procedures or an examination or review.

Should we become aware of fraud or misappropriation of funds during the performance of the agreed-upon procedures, we will immediately notify you and the Legislative Auditor in writing.

Your Responsibilities - Review Engagement

The review engagement to be performed is conducted on the basis that you acknowledge and understand that our responsibility is to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements in order for the statements to be in accordance with accounting principles generally accepted in the United States of America. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARSS:

- a. The selection of accounting principles generally accepted in the United States of

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America as the financial reporting framework to be applied in the preparation of financial statements

- b. The preparation and fair presentation of financial statements in accordance with accounting principles generally accepted in the United States of America and the inclusion of all informative disclosures that are appropriate for accounting principles generally accepted in the United States of America
- c. The design, implementation, and maintenance of internal control relevant to the preparation

and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error

- d. The prevention and detection of fraud
- e. To ensure that the School complies with the laws and regulations applicable to its activities
- f. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to me for the engagement
- g. To provide me with (i) access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters; (ii) additional information that we may request from you for the purpose of the review engagement, and (iii) unrestricted access to persons within the School of whom we determine it necessary to make inquiries
- h. To provide me, at the conclusion of the engagement, with a letter that confirms certain representations made during the review
- i. You agree to assume all management responsibilities relating to the financial statements and related notes preparation and the depreciation schedule preparation and any other nonattest services we provide. The above services will be performed based on information and records provided by you. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonattest services by designating an individual, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them. The attached Understanding of Non-Attest Services further documents our understanding regarding the objective of the nonattest services, the services to be

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performed, our responsibilities, your acceptance of your responsibilities, and the limitations on the services.

Your Responsibilities - Attestation (Agreed-Upon Procedures) Engagement

You will agree to the procedures to be performed that are described in the attachment to this letter; and will acknowledge that the procedures to be performed are appropriate for the intended purpose of the engagement, which is to perform specified procedures on certain control and compliance matters contained in the Louisiana Attestation Questionnaire for the year ended June 30, 2024, as required by Louisiana Revised Statute 24:513 and the *Louisiana Governmental Audit Guide*.

As stated previously, these procedures were also agreed to by the Louisiana Legislative Auditor; and the Legislative Auditor also acknowledges that the procedures are appropriate for the intended purpose of the engagement

You have acknowledged to us your intent to complete and sign the Louisiana Attestation Questionnaire, indicating your responsibility for the assertions therein. Likewise, you are responsible for the School compliance with the laws and regulations specified in the questionnaire and the effectiveness of the School internal control over compliance with those laws and regulations.

In addition, you are responsible for providing me with (1) access to all information of which you are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the School from whom we determine it necessary to obtain evidence relating to performing those procedures.

At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from management that, among other things, will confirm managements responsibility for the School compliance with the laws and regulations specified in the questionnaire and the effectiveness of the School internal control over compliance with those laws and regulations.

Our Report

We will issue a written accountant's review report upon completion of our engagement. Our report will be addressed to the School governing board. We cannot provide assurance that an unmodified accountant review report will be issued. Circumstances may arise in which it is necessary for me to report known departures from accounting principles generally accepted in the United States of America, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

The School agrees to include our accountants' review report in any document containing financial statements that indicate such financial statements have been reviewed by me, and, prior to

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inclusion of the report, to ask our permission to do so.

Our report will have an other-matter paragraph that will describe the required supplementary information that is presented and/or omitted, as well as the supplementary information that is presented. The paragraph will state that the required supplementary information and supplementary information is the responsibility of the School management and will also inform the user that we reviewed all information presented, but do not express an opinion on the information presented.

We will also issue a written attestation report upon completion of our engagement that lists the procedures performed, our findings, and management's response to our findings. The attestation report will be addressed to the School and the Louisiana Legislative Auditor and will be included with our report on the reviewed financial statements.

If we encounter restrictions in performing the agreed-upon procedures, we will discuss that matter with you. If we determine the restrictions are appropriate, we will disclose the restrictions in our attestation report.

Our attestation report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

You understand that the attestation report is intended solely for the use of the School and the Legislative Auditor and should not be used by anyone other than these specified parties. Under Louisiana Revised Statute 24:513, the report will be distributed by the Legislative Auditor as a public document.

The reporting package will also include the following:

- a. A schedule of per diem paid to board members, as required by House Concurrent Resolution No. 54 of the 1979 Legislative Session, if applicable;
- b. The schedule of compensation, reimbursements, benefits, and other payments to agency head, political subdivision head, or chief executive office, as required by Louisiana Revised Statute 24:513 A. (3);
- c. Managements corrective action plan for any findings contained in the report, which the School management will complete;
- d. A summary schedule of prior findings, which the School management will complete; and
- e. The signed Louisiana Attestation Questionnaire

We will assist you in the preparation of management's corrective action plan, if applicable, and

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the summary schedule of prior year findings, if applicable.

If, for any reason, we are unable to complete the review of the School financial statements, we will not issue a report on such statements as a result of this engagement. If, for any reason, we are unable to complete any of the agreed-upon procedures, we will describe in our report any restrictions on the performance of the procedures or not issue a report and withdraw from the engagement. Should such a situation arise, we will notify you and the Legislative Auditor.

There may be existing circumstances that, in our professional judgment, will require that we not issue an attestation report and withdraw from the engagement. Such circumstances include the following:

- a. You refuse to provide written agreement to the procedures and acknowledge that they are appropriate for the intended purpose of the engagement;
- b. You fail to provide requested written representations, or we conclude that there is sufficient doubt about the competence, integrity, ethical values, or diligence of those providing the written representations, or we conclude that the written representations provided are otherwise not reliable;
- c. We determine that the description of the procedures performed, or the corresponding findings are misleading in the circumstances of the engagement;
- d. We determine that restrictions on the performance of the engagement are not appropriate.

Due Professional Care

A review/attestation may not meet the needs of all report users, who may require additional information and assurances on the financial statements, internal control, and compliance with laws and regulations. In accordance with *Government Auditing Standards*, you should consider whether additional testing of financial statement amounts and presentations, controls, and compliance are necessary to supplement the coverage of these areas and to meet the reasonable needs of report users. These additional needs are quite often met by:

- a. An audit of financial statements conducted in accordance with *Government Auditing Standards*,
- b. Supplemental (or agreed-upon) procedures, or
- c. An examination of compliance or internal control resulting in an opinion.

If during the performance of our engagement we become aware that a review/attestation will not satisfy the requirements of all report users, laws, and regulations, we will notify you as soon as

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this comes to our attention. We will then submit another engagement letter for your approval that complies with the applicable requirements, and will submit the engagement to the Legislative Auditor for approval. We will consider all standards that may apply, but in particular, we will be cognizant of:

- a. State of Louisianas audit law.
- b. Audit requirements of *Government Auditing Standards*.
- c. *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (2 CFR Chapter we and Chapter II, parts 200, 215, 225 and 230) requirements when federal award expenditures equal or exceed \$750,000 for the fiscal year.
- d. Bond requirements, either to issue bonds or as a bond indenture provision.
- e. Other contractual requirements

We are available to discuss the expanded needs of report users, the nature of the expanded examinations, and the degree to which these type examinations, or other examinations, will meet the needs of the School and its report users.

Timing of Engagement

We anticipate that the engagement will commence no later than June 1, 2026, and that the reports will be issued no later than June 30, 2026.

Recommendations

During the course of our engagement, it is possible that we may observe opportunities for observe variances with applicable laws and regulations or other matters that should be brought to your attention. our comments and recommendations concerning such matters, if any, will be conveyed to you in written form.

Prior Comments and Recommendations

Our engagement will include a review of any prior-year suggestions, recommendations, and/or comments included in the summary schedule of prior findings. As to any current-year recommendations, suggestions, and/or comments, we will afford you the opportunity to respond to such matters and include your response in management's corrective action plan.

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Engagement Completion

At the completion of our engagement, we will send five hardcopies of our report to the School. We will submit a .pdf file of our report, including the management letter, if applicable, and managements plan of corrective action, if applicable, to the Legislative Auditor. Either we or the School shall send a copy of the report, any management letter, and management's corrective action plan to each state grantor agency providing assistance to the School, if applicable.

If we find events subsequent to the issuance of our reports that would cause me to revise and reissue the reports, we will notify the Legislative Auditor immediately. we shall distribute the revised and reissued reports in the same fashion and to the same individuals and organizations as the original reports.

Changes

The Legislative Auditor will be notified immediately in writing of the accountant's decision to withdraw from the engagement or if the engagement is cancelled, to include all substantive reasons for the withdrawal or cancellation.

The Legislative Auditor will be notified immediately, in writing, if there are any significant disagreements. The Legislative Auditor will be notified immediately, in writing, if there are any changes in this agreement or if there are any restrictions placed on me during the engagement, to include failure to provide the appropriate books and records in a timely manner or denial of access to appropriate books and records, that would impact the scope of the engagement or the nature of the tests required under the previously discussed standards.

Compensation

Our fee for this engagement will be \$15,000, including out-of-pocket expenses. This fee estimate is based on the assumption that you will provide assistance, anticipated cooperation from your personnel, and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Any amendments to the not-to-exceed amount of the fees will be in writing and signed by both our firm and the School.

Engagement Documentation

It is understood that our engagement documentation is confidential information. However, we will make our engagement documentation available to the Legislative Auditor, any successor auditor/accountant, or any organization of the Louisiana Board of Certified Public Accountants authorized to perform quality assurance reviews as required by law. We will follow the Legislative

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Auditors policy regarding confidentiality of audit/engagement documentation found in the *Louisiana Governmental Audit Guide* when giving access to engagement documentation to any parties other than those previously named individuals and organizations.

Should we become aware of any illegal acts, we shall make our engagement documentation available to the local School attorney and/or any other state or federal enforcement or regulatory agency without liability. We will retain the engagement documentation for five years.

External Quality Review

We have previously provided you with our latest external quality review, dated November 14, 2023.

Other Services

You may request that we perform additional nonattest services not contemplated by this engagement letter.

If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We may also issue a separate engagement letter covering the additional services. In the absence of any other written communication from me documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Under the provisions of *Government Auditing Standards*, our ability to provide nonattest services may result in an impairment of our independence and therefore may be limited for the duration of this engagement and for the period covered by this engagement. We will consult those standards and the Louisiana Legislative Auditor to determine whether such an impairment exists, prior to the performance of any nonattest services.

Approval

We appreciate the opportunity to be of service to you, and believe this letter accurately summarizes the significant terms of our engagement. If these comments and arrangements meet with your approval, please sign below and return the agreement to me.

In accordance with the provisions of state law, this engagement agreement must be approved by the Legislative Auditor prior to commencement of our work. Upon your signature and approval, we will seek the approval of the Legislative Auditor of this engagement.

We look forward to a pleasant association and the opportunity to provide the services included in this engagement. If you have any questions, please let me know.

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Respectfully,

A handwritten signature in black ink that reads "Ron Woodard, CPA". The signature is fluid and cursive, with the first name "Ron" being more prominent.

Woodard & Associates (APAC)
Monroe, Louisiana

RESPONSE:

This letter correctly sets forth the understanding of **Academy of Collaborative Education**.

By

Title

Date

ATTACHMENT TO REVIEW/ATTESTATION ENGAGEMENT AGREEMENT - AGREED-UPON PROCEDURES FOR GOVERNMENTAL AGENCY

With respect to your representations included within the Louisiana Attestation Questionnaire, as of June 30, 2024, and for the year then ended, we will apply the following agreed-upon procedures:

Public Bid Law

1. Obtain documentation for all expenditures made during the year for material and supplies exceeding \$60,000, and public works exceeding \$250,000. Compare the documentation for these expenditures to Louisiana Revised Statute (R.S.) 39:1551-39:1775 (the state procurement code) or R.S. 38:2211-2296 (the public bid law), or the regulations of the Division of Administration and the State Purchasing Office, whichever is applicable; and report whether the expenditures were made in accordance with these laws.

Code of Ethics for Public Officials and Public Employees

2. Obtain a list of the immediate family members of each board member as defined by R.S. 42:1101-1124 (the ethics law).
3. Obtain a list of all employees paid during the fiscal year.
4. Report whether any employee's names appear on both lists obtained in Procedures 2 and 3.
5. Obtain a list of all disbursements made during the year, and a list of outside business interests of board members, employees, and board members and employees' immediate families. Report whether any vendors appear on both lists.

Budgeting

6. Obtain a copy of the legally adopted budget and all amendments.
7. Trace documentation for the adoption of the budget and approval of any amendments to the minute book, and report whether there are any exceptions.
8. Compare the revenues and expenditure of the final budget to actual revenues and expenditure. Report whether actual revenues failed to meet budgeted revenues by 5% or more, and whether actual expenditure exceeded budgeted amounts by 5% or more. (For agencies that must comply with the Licensing Agency Budget Act only, compare the expenditures of the final budget to actual expenditures, and report whether actual expenditures exceeded budgeted amounts by 10% or more per category or 5% or more in total).

Accounting and Reporting

9. Obtain the list of all disbursements made during the fiscal year. Randomly select six disbursements and obtain documentation from management for these disbursements. Compare the selected disbursements to the supporting documentation, and: (a) report whether the six disbursements agree to the amount and payee in the supporting documentation, (b) report whether the six disbursements are coded to the correct fund and general ledger account, and (c) report whether the six disbursements were approved in accordance with managements policies and procedures.

Meetings

10. Obtain evidence from management to support that agendas for meetings recorded in the minute book were posted or advertised as required by R.S. 42:11 through 42:28 (the open meetings law); and report whether there are any exceptions.

Debt

11. Obtain bank deposit slips for the fiscal year and scan the deposit slips in order to identify and report whether there are any deposits that appear to be proceeds of bank loans, bonds, or indebtedness. If any such proceeds are identified, obtain from management evidence of approval by the State Bond Commission, and report any exceptions.

Advances and Bonuses

12. Obtain the list of payroll disbursements and meeting minutes of the governing board, if applicable. Scan these documents to identify and report whether there are any payments or approval of payments to employees that may constitute bonuses, advances, or gifts.

State Audit Law

13. Report whether the agency provided a timely report in accordance with R.S. 24:513.
14. Inquire of management and report whether the agency entered into any contracts that utilized state funds as defined in R.S. 39:72.1.A.(2); and that were subject to the public bid law (R.S. 38:2211, et seq.), while the agency was not in compliance with R. S. 24:513 (the audit law).

Prior-Year Comments

15. Obtain and report managements representation as to whether any prior-year suggestions, recommendations, and/or comments have been resolved.

Coversheet

VCOM MOU

Section:	IV. Action Items
Item:	D. VCOM MOU
Purpose:	Vote
Submitted by:	
Related Material:	V1.10.28.25.ACE_VCOM.MOU.docx.pdf

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
ACADEMY OF COLLABORATIVE EDUCATION
AND
Edward Via College of Osteopathic Medicine
IN ACCORDANCE WITH LRS 17:3914(L)**

This Memorandum of Understanding is entered into by and between **Academy of Collaborative Education (ACE)** (hereinafter referred to as “Charter School”), herein represented by its duly authorized representative, and the **Edward Via College of Osteopathic Medicine (VCOM)** (hereinafter referred to as the “Partner School”), herein represented by its duly authorized Representative of the Partner School. The Charter School and Partner School shall be referred to herein collectively as the “Parties”.

Purpose

The stated and limited purpose of this Memorandum of Understanding is to establish a collaborative relationship between the Charter School and the Partner School for the purpose of allowing VCOM student doctors to complete approved volunteer and clinical observation hours within the ACE educational setting. During these experiences, student doctors may have access to limited student information necessary for educational and training purposes. All access to student information shall be in strict compliance with the Family Educational Rights and Privacy Act (FERPA), La. R.S. 17:3914, and all other applicable privacy laws.

All Partner School student doctors and volunteers shall serve in a non-clinical, non-treatment capacity and shall at all times remain under the supervision of ACE staff when interacting with students. The purpose of this partnership is to:

1. provide the Partner School (VCOM) students with and to complete approved volunteer and clinical observation hours within the ACE educational setting; and
2. to allow the Partner School (VCOM) students access to student information necessary for observation and participation in educational and therapeutic activities, consistent with FERPA and all applicable privacy laws, solely for educational and training purposes.

Term

This Memorandum of Understanding shall become effective upon the execution by both Parties and shall remain in effect until and unless either notifies the other, in writing, of the termination thereof.

Confidentiality

The Parties hereby agree to handle all student information in accordance with the provisions of the Family Educational Rights and Privacy Act, 20 USC Section 1232(g), et seq and LRS 17:3914. The Parties agree that all such information is confidential and will not be disclosed to any person, except as provided to herein.

The Partner School acknowledges that all student doctors or volunteers with access to student information shall be considered “school officials” under FERPA for the limited purpose of this Memorandum and shall receive appropriate orientation on maintaining confidentiality.

Restrictions on Use

The Parties, inclusive of their employees, agents, contractors, or representatives thereof, may not use the student information for any purpose not expressly and explicitly set forth herein.

Indemnification

The Partner School hereby agrees to indemnify and hold harmless the Charter School against and from all costs, expenses, damages, injuries, losses or causes of action arising out of the actions of the Partner School or its employees, agents, contractors or representatives thereof that result in the failure to keep confidential and secure the student information obtained from the Charter School pursuant to this Memorandum.

The Charter School hereby agrees to indemnify and hold harmless the Partner School against and from all costs, expenses, damages, injuries, losses or causes of action arising out of the actions of the Charter School or its employees, agents, contractors or representatives thereof that result in the failure to keep confidential and secure the student information obtained from the Partner School pursuant to this Memorandum.

Insurance and Liability

The Partner School shall maintain professional and general liability insurance for all student doctors and faculty participating under this Memorandum and shall provide proof of such coverage upon request.

Background Check/Verification

The Partner School shall ensure, in writing, that all student doctors or volunteers assigned to participate in observation or volunteer activities on the campus of the Charter School have successfully completed both a Federal Bureau of Investigation (FBI) background check and a Louisiana State Police background check prior to beginning any on-site activities. Verification of these clearances shall be provided to the Charter School prior to the commencement of any observations or volunteer service.

Provision of School Information

The Charter School shall provide the Partner School with a copy of the annual school calendar and all applicable safety and operational policies relevant to volunteer and observation activities. These materials shall be provided prior to the start of each academic year and updated as necessary to ensure that all volunteers and student doctors are informed of current school schedules, safety protocols, and campus procedures.

Scheduling and Identification Requirements

The Partner School shall provide the Charter School with an annual calendar of planned observation and volunteer rotations, aligning with the Charter School's academic calendar to the extent possible. The Partner School shall also submit, in advance of each rotation, the names of all student doctors or volunteers who will participate. Each student doctor or volunteer shall present a valid driver's license or

government-issued photo identification upon their initial visit to the Charter School for entry into the school's visitor management system in accordance with campus safety procedures.

Security Breach

Security Breach shall mean any act or omission that compromises either the security or the confidentiality of the student information provided. In the event of a security breach the Party that suffered the security breach shall take all commercially reasonable steps to remedy the security breach and prevent any other similar breach. The Party that suffered the security breach shall notify the other Party immediately upon learning thereof by reasonable means, including but not limited to phone, email or other written correspondence delivered promptly. Upon the occurrence of a security breach the Parties will work cooperatively to determine the extent thereof and to identify actions or policies that will serve to remedy any loss and/or prevent any further occurrence. The Parties further agree to take all actions reasonably necessary to identify the employee, agent or contractor of the respective party who knowingly and/or willfully fail to maintain the confidentiality of such information and report such persons to the proper authorities for prosecution in accordance with La. R.S. 17:3914(G).

Destruction of Data

The Parties agree that any student information provided by the other under this Memorandum will, upon completion of the purposes set forth herein, be destroyed in such a manner that the student information will be unavailable to any other person or to the Party to which it had been provided. The Party responsible for such destruction shall certify to the party from whom the information was obtained that such destruction was performed.

Governing Law

Exclusive jurisdiction and venue for any dispute, claim or suit between the Parties hereto shall be in the State District Court within whose jurisdiction the District is located or the State District Court within which the Charter School is physically located.

The Charter School waives all right to remove any suits between the Parties arising out of this Memorandum to any other State or Federal Court other than as set forth herein.

The laws of the State of Louisiana, without regard to conflicts of law provisions, shall govern any interpretation of or disputes arising from this Memorandum.

Severability

Should any provision of this Memorandum be declared unenforceable by a Court of competent jurisdiction or become impossible to apply, that provision shall be deemed severed here from with the balance of this Memorandum remaining in full force and effect.

Amendment

Should the need arise to amend or change any of the provisions of this Memorandum to better satisfy the intent of La. R.S. 17:3914(L) or other applicable provisions of law, both Parties shall execute a written, mutually agreeable amendment to affect such change.

Notices

All notices, communications and information exchanged between the Parties pursuant to this Memorandum shall be delivered to the following representatives:

Partner School: Edward Via College of Osteopathic Medicine

Charter School: Academy of Collaborative Education

This is done and executed as indicated below.

Edward Via College of Osteopathic Medicine (Partner School)	Academy of Collaborative Education, (Charter School)
By its duly authorized Representative,	By its duly authorized representative, Joellen Freeman.
Date:_____	Date:_____

Coversheet

Grace Building Lease

Section:	IV. Action Items
Item:	E. Grace Building Lease
Purpose:	Vote
Submitted by:	
Related Material:	20251113173233302 (1).pdf

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "*Lease*") is made and entered into effective the 1st day of December, 2025, ("*Effective Date*"), by and between GRACE EPISCOPAL CHURCH OF MONROE, LOUISIANA, a Louisiana nonprofit corporation ("*Landlord*") and ACADEMY OF COLLABORATIVE EDUCATION, a Louisiana nonprofit corporation (the "*Tenant*").

In consideration of the mutual covenants and agreements herein contained, Landlord and Tenant agree as follows:

1. **DEMISE OF LEASED PREMISES.** Landlord hereby leases, demises and lets to Tenant, and Tenant hereby leases and takes from Landlord, [9500] square feet of the building ("*Building*") located on that certain tract of land described on Exhibit A attached hereto (the "*Land*") with an address of 405 Glenmar Avenue, Monroe, Louisiana. Such area consists of that portion of the second floor of the Building shown as the portion of Exhibit B attached hereto which is outlined in red and specifically excluding the Choir Room. In addition to such space, Tenant shall have exclusive use of the exterior entrance and stairway located [on the west side of Building]; along with periodic use of the library located on the first floor; the parking lot (adjacent to the church on North 4th Street, Monroe, LA), including such area as may be necessary for loading and unloading of vehicles; all sidewalks; and the use of all rights, easements, privileges and appurtenances thereto (said Land, Building, and appurtenances being hereinafter referred to as the "*Facility*", and the portion being leased to Tenant, the "*Leased Premises*").

2. **TERM.** The term of this Lease (together with any renewal hereto, the "*Term*") and Tenant's obligation to pay rent hereunder begins on December 1, 2025 (the "*Commencement Date*") and shall continue until June 30, 2028. Provided Tenant is not in default under this Lease, Tenant shall have the option to extend the Term for an additional three (3) years (the "*Renewal Term*") to be exercised by providing written notice to Landlord at least [one (1) year] prior to the expiration of the initial Term. All terms and conditions, except Base Rent, shall remain the same during the Renewal Term. The Base Rent for the Renewal Term shall be an amount to be agreed by and between the parties hereto prior the inception of the Renewal Term.

3. **BASE RENT.** Tenant covenants and agrees to pay to Landlord during the Term be three thousand one hundred twenty-five and No/100 Dollars (\$3,125.00) per month as monthly rental from December 1, 2025 until June 30, 2026, and Three Thousand Nine Hundred Fifty Eight and No/100 (\$3958.00) per month as monthly rental from July 1, 2026 until June 30, 2028 (the "*Base Rent*"), without previous demand therefor or any setoffs or deductions whatsoever except as otherwise set forth herein, which Base Rent shall be payable in advance on the first day of each and every month beginning on the Commencement Date. If any Base Rent or other charge is not paid by Tenant to Landlord within ten (10) days after such payment is due, Tenant shall pay, in addition, a late charge of ten percent (10%) of such overdue payment.

All sums other than Base Rent due under this Lease shall be defined as "*Additional Rent*". Base Rent and Additional Rent are sometimes collectively referred to herein as "*Rent*".

4. **ADDITIONAL RENT.** The parties agree that during the Term of this Lease,

except as otherwise expressly set forth herein, Tenant shall pay Landlord Tenant's pro rata share of the Facility's maintenance costs (detailed below), based on the ratio of the Leased Premises to the total gross area of the Facility, with the percentage allocated to Tenant being agreed upon as 43% (9500 square feet as the numerator and 22,000 square feet as the denominator. As to the electricity costs the Tenant's share of maintenance costs shall be based upon a calculation with 9500 square feet as the numerator and the total square footage covered by the electricity bill as the denominator. Tenant's share of the maintenance costs shall be payable in monthly installments, in advance of each month, based on 1/12th of the estimated annual costs for the calendar year in which payment is made. On December 1, 2025 and on July 1 of each succeeding year, the estimated Tenant's share of the Facility's maintenance costs for the next fiscal year shall be established by agreement of the parties after a review of all costs subject to this provision.

The Facility's maintenance costs shall include (i) all real estate taxes and other assessments on the Facility that cannot be allocated solely to Tenant or Landlord; (ii) costs associated with the parking lot, including striping, debris removal, maintenance and signage; (iii) the costs of utilities necessary or appropriate for the operation of the Facility; (iv) providing and maintaining planting and landscaping; (v) the costs of providing security services; (vi) exterminating and pest control in and about the Facility; (x) disposal and trash removal; (xi) air conditioner filter replacement and elevator operation; (xii) plus all other operational costs and expenses incurred by Landlord relative to operating, managing and equipping the Facility. Tenant shall not be responsible for capital costs, replacements, and repairs.

For the purposes of this Paragraph, the "*Facility*" shall include the parking area, service drives and service roads, traffic islands, landscaped areas, loading and service areas, sidewalks, roofs, gutters and downspouts, sprinkler risers serving the entirety of the Facility, as well as drainage facilities and lighting facilities servicing any one or more of the aforesaid areas. Nothing in this paragraph or elsewhere in this Lease shall be construed as making these areas, or any part thereof, part of the Leased Premises.

5. TENANT'S COSTS. Subject to the provisions of Paragraph 4 hereinabove, All expenses arising from or in connection with the Leased Premises and Tenant's use and operation thereof, shall be borne exclusively by Tenant; it being the intent of the parties that Landlord shall not be required to do any act or thing with respect to the Leased Premises except as expressly provided herein. In accordance with, but without limiting, the foregoing, Tenant shall pay, as and when such costs are due, the following items with respect to the Leased Premises: (i) all real estate, personal property taxes and other taxes and assessments for calendar year 2025 and for the remaining Term to the extent such assessments are allocated solely to the Leased Premises; (ii) all charges for water, sewer, electricity, gas and other utilities associated with the Tenant's occupancy of the Leased Premises; (iii) all premiums payable to maintain any insurance coverage relating to the Leased Premises, including, but not limited to, fire and extended coverage insurance in the full replacement value of the Leased Premises, public liability insurance and any other insurance that Landlord may require; (iv) all upkeep, maintenance, repair, refurbishing, restoration, replacement and other operating charges, including, without limitation, sewer line cleanouts, snow and ice removal, garbage collection, janitorial services, HVAC maintenance, plumbing, window washing, light bulb replacement, and the maintenance of building identification signs associated with the Leased Premises; and (v) any fine, penalty, interest or costs which may be added for non-payment or late payment of any of the foregoing, unless such penalty is caused by the gross negligence of Landlord.

6. TENANT'S MAINTENANCE AND REPAIRS. Landlord makes no representations or warranties regarding the Leased Premises. During the Term, Tenant shall at its sole cost and expense, provide a dumpster for its trash (which can be located on the nearby Tenant owned property) and permit no waste, damage or injury in the Leased Premises and shall maintain in good order and repair, including the replacement thereof, any glass windows, doors (exterior and interior positions thereof), plate glass, all plumbing and sewerage facilities within the Leased Premises, including free flow up to the main sewer line, fixtures, heating and air conditioning and electric systems (whether or not located in the Leased Premises), sprinkler system, walls, floors, ceilings, and all other non-structural repairs, replacements, renewals and restorations, internal and external, ordinary and extraordinary, foreseen and unforeseen, all at the sole cost and expense of Tenant. Tenant shall make all repairs, perform all maintenance and provide all renewals and replacements at the Leased Premises, including but not limited to the floor covering, heating and air conditioning equipment (whether any such equipment is roof-mounted or otherwise affixed outside the Leased Premises), electrical systems, components and fixtures, plumbing systems, components and fixtures and equipment, elevators, wiring (including that within walls or ceilings or under flooring or floor covering), and plumbing lines (including water lines and gas lines within walls or ceilings and under flooring or floor covering). Except in the case of emergency Tenant shall notify Landlord and give Landlord a reasonable opportunity to arrange for maintenance or repair services at the cost of Tenant. In the event Tenant shall fail to fulfill its obligations to repair and maintain the Leased Premises in accordance with this Section 5, Landlord, notwithstanding anything herein to the contrary, shall have the right, but not the obligation, upon not less than fifteen (15) days' prior written notice to Tenant (except in cases of emergency), to make such repairs and maintain the Leased Premises at the expense of Tenant, and Tenant shall pay to Landlord the cost thereof, plus an administrative fee of ten percent (10%) of such costs, within three (3) days of demand therefor.

7. LANDLORD'S REPAIRS. Landlord shall be responsible for all structural repairs, maintenance and alterations of the Facility, and for the maintenance of sewer (unless clogged from Tenant's use), water and electric lines outside the Leased Premises and such repairs as may be necessary to the roof and exterior walls of the Facility, except for finishes installed to accommodate Tenants. Tenant shall comply with any of the directions, rules, regulations and law (now existing or in the future) which may require repairs or maintenance or alterations of the Leased Premises, and Tenant shall likewise maintain the areas outside of but adjacent to the Leased Premises free from trash or other obstruction.

8. LEASE ASSIGNMENT AND SUBLETTING. Except as provided herein, Tenant may not assign this Lease or sublet the Leased Premises without the prior written consent of the Landlord, such consent to be in Landlord's sole discretion. Tenant shall give Landlord at least sixty (60) days advance written notice of a proposed assignment or subletting to an affiliate, or a nonaffiliated charter school operator who has obtained a charter to operate a school facility materially similar to the Academy of Collaborative Education, in which case, unless Landlord provides written notice within sixty (6) days of its rejection of such assignment, such assignment shall be deemed approved.

9. LAWS AND REGULATIONS: HAZARDOUS SUBSTANCES.

(a) Tenant shall comply, and ensure that the Leased Premises complies, with all laws, ordinances, orders, rules, regulations and other requirements of governmental authority pertaining to or governing Tenant's particular use and occupancy of the Leased Premises, whether now in force or hereafter enacted, including, without limitation, the Americans with

Disabilities Act (the “ADA”) and all applicable federal, state or local laws, regulations, orders,

judgments and decrees regarding health or safety and Environmental Laws, including without limitation the application for and maintenance of all required permits, the submittal of all notices and reports, proper labeling, training and record keeping, and timely and appropriate response to any release or other discharge by Tenant of a Hazardous Substance under Environmental Laws. Tenant shall not use Hazardous Substances on the Leased Premises except as a part of its business in the ordinary course and in accordance with applicable law.

(b) Tenant shall indemnify, protect and hold harmless Landlord and each of its officers, directors, employees, members, shareholders and respective subsidiaries from and against all loss, cost, damage, expense and liability incurred by Landlord in connection with the presence, emanation, migration, disposal, release or threatened release of any oil or other petroleum products or any Hazardous Substances on, within, or to or from the Leased Premises as a result of (i) the operations of Tenant on the Leased Premises and (ii) the activities of third parties affiliated with Tenant (excluding Landlord) or invited on the Leased Premises by Tenant. Tenant will promptly give written notice to the other party of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Leased Premises and any Hazardous Substance or Environmental Law of which such party has actual notice.

(c) As used herein, “Environmental Law” means, any Federal, state, local or foreign law, statute, ordinance, rule, regulation, code, license, permit, authorization, approval, consent, order, judgment, decree, injunction or agreement with any governmental entity to which the Leased Premises is subject relating to (x) the protection, preservation or restoration of the environment (including, without limitation, air, water vapor, surface water, groundwater, drinking water supply, surface land, subsurface land, plant and animal life or any other natural resource) or to human health or safety or (y) the exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production, release or disposal of Hazardous Substances, in each case as amended from time to time. The term Environmental Law includes, without limitation, (i) the Federal Comprehensive Environmental Response Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1985, Small Business Liability Relief and Brownfields Revitalization Act of 2002, the Federal Water Pollution Control Act of 1972, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976 (including the Hazardous and Solid Waste Amendments thereto), the Federal Solid Waste Disposal and the Federal Toxic Substances Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Federal Occupational Safety and Health Act of 1970, each as amended from time to time, and (ii) any common law or equitable doctrine (including, without limitation, injunctive relief and tort doctrines such as negligence, nuisance, trespass and strict liability) that may impose liability or obligations for injuries or damages due to, or threatened as a result of, the presence of, effects of or exposure to any Hazardous Substance.

(d) As used herein, “Hazardous Substance” means any substance presently listed, defined, designated or classified as hazardous, toxic, radioactive, or dangerous, or otherwise regulated, under any Environmental Law. Hazardous Substance includes, without limitation, any substance to which exposure is regulated by any government authority or any Environmental Law such as any toxic waste, pollutant, contaminant, hazardous substance,

toxic substance, hazardous waste, special waste, industrial substance or petroleum or any derivative or by-product thereof, radon, radioactive material, asbestos or asbestos-containing material, urea formaldehyde loam insulation, lead or polychlorinated biphenyls.

(e) Tenant shall be responsible for the proper disposal of all waste (including waste from or with respect to any Hazardous Substances) associated with the operation of its business or otherwise generated on or placed onto the Leased Premises during the Term.

(f) Tenant shall not take any action, including without limitation making adverse comment on any proposed environmental response action by Landlord ("Landlord Remediation Activities"), related to Hazardous Substances in, on or about the Leased Premises, whether caused by Tenant, Landlord or any other party, or the compliance or lack of compliance of the Leased Premises with Environmental Laws (collectively, "Environmental Matters") without first obtaining Landlord's consent to such action. Tenant shall keep all non-public written, verbal and other information provided to or obtained by Tenant concerning the Environmental Matters confidential and shall not disclose such information to any third party without Landlord's prior written consent, unless such disclosure is required by applicable law and upon reasonable written advance notice to Landlord. Unless required by applicable law to do so and upon reasonable written advance notice to Landlord, Tenant shall not communicate with any governmental authorities or any other third party in any manner that unreasonably interferes with any matter that concerns or relates to the Landlord Remediation Activities. Tenant shall notify Landlord as soon as practical of any contact, whether written or verbal, by or with any governmental authorities or other third party concerning any Environmental Matters.

10. USE AND CONDITION. Tenant shall use the Leased Premises only for the operation of a charter school serving students in kindergarten through eighth grade in accordance with the Tenant's charter and related activities, and for no other purpose without the prior consent of the Landlord. Tenant shall not use or allow any portion of the Leased Premises to be used for any improper, disreputable or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance or waste in, on or about the Leased Premises. Tenant shall not use or permit the use of any portion of the Building as sleeping quarters, lodging rooms, or for any unlawful purposes whatsoever. Tenant shall have the right to install such security measures as it deems necessary or appropriate, including replacing interior and exterior doors and windows, installing cameras, time delayed door locks, and any other such devices or improvements related to security, life or safety. Notwithstanding the foregoing, at all times, Landlord shall have full and complete access to the property and no security measures shall be installed which will in any manner prevent such access.

11. ALTERATIONS. Tenant may not, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, (i) make any structural alterations, additions or Facility to the Leased Premises or (ii) allow any mechanics' or materialmen's liens or any other lien securing obligations of Tenant to exist against the property, except for such liens being diligently contested by Tenant for which at Landlord's election, Tenant shall either (a) establish adequate reserves or (b) post a proper bond acceptable to Landlord. If Landlord consents to any such alterations, additions or Facility, Tenant must restore the Leased Premises at the termination or expiration of this Lease to the condition of the Leased Premises at the commencement of this Lease if so directed by Landlord. All alterations, additions, Facility and partitions erected by Tenant shall be and remain the property of Tenant during the Term of this

Lease, but at the end of such Term remain at the Leased Premises and become the property of Landlord. Tenant's office furniture, equipment and supplies and all other non-structural alterations, additions or Facility made by Tenant to the Leased Premises shall remain the property of Tenant, and so long as Tenant is not in Default hereunder, such office furniture, equipment and supplies and such other property may be removed by Tenant (or shall be removed by Tenant if so directed by Landlord) at the expiration of this Lease, and Tenant shall repair any damage to the Leased Premises resulting from such removal and/or the removal of trade fixtures or any other item.

12. COMPLIANCE. Tenant shall comply with all federal, state and municipal statutes and regulations relating to the occupation and use of the Leased Premises and shall not permit anything to be done upon the Leased Premises which would invalidate, conflict with, or increase the premiums for fire, casualty and liability insurance policies covering the Leased Premises. Tenant shall also comply with all matters of record (and any other agreements of which it has knowledge) with respect to the Leased Premises. Tenant is responsible for confirming that the Leased Premises are properly zoned for Tenant's use.

13. LIABILITY AND INSURANCE. Landlord shall not be responsible for any lost or stolen property, equipment, money or other property from the Leased Premises, regardless of whether such loss occurs when the Leased Premises are locked against entry, nor shall the Landlord be liable to Tenant or Tenant's employees, customers or invitees for any damages or losses to persons or property caused by theft, burglary, assault, vandalism or other crimes, unless such loss or other event described above is a direct or indirect result of Landlord's gross negligence or willful misconduct. Tenant shall indemnify and save Landlord harmless from all suits, actions, damages, liability and expenses (including reasonable attorneys' fees and costs of suit) arising from or out of any occurrence in, upon, at or from the Leased Premises or the occupancy or use by Tenant of the Leased Premises, and occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, invitees, licensees or visitors except to the extent such damage or liability is caused by Landlord's gross negligence or willful misconduct. To this end, Tenant shall at all times during the Term of this Lease carry with an insurance carrier approved by Landlord in its reasonable discretion, licensed to operate in the State where the Leased Premises are located, public liability insurance, naming Landlord as an additional insured, with a combined single limit of liability of not less than \$3,000,000.00 with respect to personal injury and \$1,000,000.00 with respect to property damage and umbrella liability of \$5,000,000.00 and containing provisions requiring thirty (30) days' prior notice to Landlord of any cancellation. In addition, Tenant shall maintain at all time workers' compensation insurance with respect to Tenant's employees working in the Leased Premises to the extent required by applicable law. Certificates of such insurance shall be furnished to Landlord for all coverages, including the casualty coverage discussed below, upon written request following the Commencement Date. All insurance required of Tenant hereunder, including the casualty coverage discussed below, shall (i) be placed with a carrier approved by Landlord and any lender with a lien on the Leased Premises whose name and address has been provided by Landlord to Tenant, (ii) name Landlord (and any lender designated by Landlord) as a loss payee or additional insured, as applicable, and (iii) provide that such insurance may not be cancelled unless at least thirty (30) days written notice shall be given to Landlord. Tenant shall notify Landlord immediately of any material accident or material loss in the Leased Premises or of any material defects therein or in the equipment and fixtures thereof which Tenant has actual knowledge. In the event of a casualty covered by the casualty insurance discussed below, Tenant shall be responsible for payment of any deductible required in connection therewith.

Tenant shall also obtain and maintain, throughout the Term of this Lease, fire and extended coverage insurance on the Leased Premises in an amount of the full replacement value thereof.

If Tenant shall fail to procure and maintain the insurance required herein, Landlord may, but shall not be required to, procure and maintain the same, but at the expense of Tenant, plus a ten percent (10%) administrative fee, which Tenant shall pay to Landlord upon demand. Upon demand, Tenant shall deliver to Landlord certified copies of policies of the Tenant's required insurance or certificates evidencing the existence and amounts of such insurance with loss payable and additional insured clauses satisfactory to Landlord. Tenant shall deliver to Landlord renewals of such policies or certificates evidencing renewal at least thirty (30) days prior to expiration.

14. WAIVER OF RECOVERY AND SUBROGATION RIGHTS. Anything in this Lease to the contrary notwithstanding, Landlord and Tenant each, on behalf of themselves and their respective heirs, successors, legal representatives, assigns and insurers, hereby (a) waives any and all rights of recovery, claims, actions or causes of action against the other and its respective officers, directors, partners, shareholders, agents, servants, contractors, subcontractors, employees, architects, attorneys, guests, licensees, customers or invitees for all loss or damage that may occur to the Leased Premises, and the contents of the Leased Premises, or any personal property of Tenant therein by reason of fire, the elements or any other cause which could be insured against under the terms of the fire and extended coverage insurance policies required to be obtained pursuant to this Lease regardless of cause or origin of such loss or damage, including, without limitation, sole, joint, or concurrent negligence of either or both of the parties hereto and their respective agents, servants, employees, officers, directors, shareholders, partners, architects, contractors, subcontractors, attorneys, customers, licensees, guests and invitees, and (b) covenants that no insurer shall hold any right of subrogation against such other party; provided, however, the waiver set forth in this Section 13 shall not apply to any deductibles on insurance policies carried by Landlord or Tenant or to any coinsurance penalty which Landlord or Tenant might sustain. If the respective insurer of Landlord and Tenant does not permit such a waiver without an appropriate endorsement to such party's insurance policy, then Landlord and Tenant each shall notify its insurer of the waiver set forth herein and to secure from such insurer an appropriate endorsement to its respective insurance policy with respect to such waiver.

15. DAMAGES TO LEASED PREMISES. If the Leased Premises should be damaged or destroyed by fire or other peril, Tenant shall immediately notify Landlord. If the Leased Premises shall be damaged by fire, the elements, unavoidable accident or other casualty, but are not thereby rendered untenable in whole or in part, Tenant shall promptly at its own expense cause such damage to be repaired, and the Rent shall be abated by the portion of the Leased Premises rendered untenable; if by reason of such occurrence the Leased Premises shall be rendered wholly untenable, or if such damage cannot be reasonably repaired within two hundred seventy (270) days after such casualty occurs, and the casualty occurs within the last 365 days of the then current term, Tenant may terminate the Lease upon thirty (30) days written notice to Landlord; provided, however, all insurance proceeds, except those attributable to Tenant's personal property, shall become the exclusive property of Landlord. In the event Tenant does not elect to terminate the Lease, Tenant shall promptly at its own expense cause such damage to be repaired, and the Rent meanwhile shall be abated in whole. Landlord shall not be required to repair or replace any property. No damages, compensation or claims shall be payable by Landlord for inconvenience, loss of business or annoyance arising from any repair or restoration of the

Leased Premises. All Rent paid in advance shall be apportioned in accordance with the foregoing provisions as of the date of such damage.

Notwithstanding anything herein to the contrary, in the event the holder of any indebtedness secured by a mortgage or deed of trust covering the Leased Premises requires that the insurance proceeds be applied to such indebtedness, then Landlord shall have the right to terminate this Lease by delivering written notice of termination to Tenant after such requirement is made known to Landlord by any such holder, whereupon all rights and obligations hereunder shall cease and terminate.

16. CONDEMNATION. If the whole of the Leased Premises or such portion thereof as shall make the Leased Premises untenable, or all means of access thereto shall be condemned or sold under threat of condemnation, this Lease shall terminate and Tenant shall have no claim against Landlord or to any portion of the award in condemnation for the value of any unexpired term of this Lease, but this shall not limit Tenant's right to compensation from the condemning authority for the value of any of Tenant's property taken (other than Tenant's leasehold interest in the Leased Premises) and Tenant's moving expenses, provided same does not reduce the award to Landlord. In the event of a temporary taking, this Lease shall not terminate, but the term hereof shall be extended by the period of the taking and the Rent shall abate in proportion to the area taken for the period of such taking. In the event of a partial taking which does not terminate this Lease, this Lease shall terminate as to the portion of the Leased Premises so taken and the Rent shall be equitably adjusted as determined by both Landlord and Tenant. The agreements set forth above with respect to the condemnation award shall also apply to any partial and/or temporary takings.

17. SUBORDINATION. This Lease shall be subject to and subordinate and inferior at all times to the lien of any mortgage, to the lien of any deed of trust or other method of financing or refinancing now or hereafter existing against all or a part of the Leased Premises, and to any existing or future lease by which Landlord leases the Leased Premises (in which latter instance this Lease is a sublease), and to all renewals, modifications, replacements, consolidations and extensions of any of the foregoing. Tenant shall execute and deliver all documents requested by any mortgagee, security holder or landlord to affect such subordination. If Tenant fails to execute and deliver any such document requested by a mortgagee, security holder or landlord to effect such subordination, Landlord is hereby authorized to execute such documents and take such other reasonable steps as are necessary to effect such subordination on behalf of Tenant as Tenant's duly authorized irrevocable agent and attorney-in-fact, it being agreed that such power is one coupled with an interest.

18. DEFAULT AND REMEDIES.

(a) It shall be a default hereunder upon the occurrence and continuance of any of the following conditions (each, a "Default"):

- 1) the Base Rent and/or Additional Rent is not paid when due and continues unpaid for thirty (30) days after receipt of written notice from Landlord;
- 2) Tenant's abandonment of the Leased Premises;
- 3) any petition or other action is filed by or against Tenant under any section or chapter of the Federal Bankruptcy Code or any similar federal or state bankruptcy or insolvency act, and in the case of such action that is filed against Tenant, such action is not dismissed within sixty (60) days of

such filing;

- 4) Tenant shall become insolvent or bankrupt or admits in writing its inability to pay its debts as they mature, or if Tenant transfers property in fraud of creditors;
- 5) Tenant shall make a general assignment for the benefit of creditors;
- 6) a receiver or trustee is appointed for any of Tenant's assets and such appointment is not vacated within thirty (30) days; or
- 7) Tenant fails to comply with any provision or covenant of this Lease (other than the payment of Rent) and fails to correct or cure the same within thirty (30) days after written notice thereof, or, in the event such defect cannot reasonably be cured within the said thirty (30) day period, then if Tenant shall fail to commence to cure said defect within the aforesaid thirty (30) day period and thereafter diligently pursue the same to completion; provided, however, that such extended cure period shall not exceed sixty (60) days.

(b) Upon the occurrence of a Default, Landlord shall have the option to do and perform any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted it by law or in equity or by this Lease:

- 1) Landlord, with or without terminating this Lease, may immediately or at any time thereafter re-enter the Leased Premises and correct or repair any condition, which shall constitute a failure on Tenant's part to keep, observe, perform, satisfy, or abide by any term, condition, covenant, agreement, or obligation of this Lease, and Tenant shall fully reimburse and compensate Landlord on demand for any costs reasonably incurred by Landlord, plus an administrative fee of ten percent (10%) of such costs.
- 2) Landlord, with or without terminating this Lease, may demand in writing that Tenant vacate the Leased Premises, and thereupon Tenant shall vacate the Leased Premises and remove therefrom all personal property thereon belonging to or placed on the Leased Premises by, at the direction of, or with consent of Tenant within sixty (60) days of receipt by Tenant of such notice from Landlord, whereupon Landlord shall have the right to re-enter and take possession of the Premises. Any personal property of Tenant remaining upon the Leased Premises shall be deemed abandoned and Landlord may exercise possession and control over said personal property. Tenant shall reimburse Landlord its costs of storing or disposing of such personal property, plus an administrative fee of ten percent (10%) of such costs.
- 3) DELETED
- 4) Upon expiration of the delays set forth herein, Landlord, with or without terminating this Lease, may immediately or at any time thereafter relet the Premises or any part thereof for such time or times, at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, and Landlord may make any alterations

or repairs to the Leased Premises which it may deem necessary or proper to facilitate such reletting; and Tenant shall pay all reasonable costs of such reletting including but not limited to the cost of any such alterations and repairs to the Leased Premises, attorneys' fees, leasing inducements, and brokerage commissions; and if this Lease shall not have been terminated, Tenant shall continue to pay all rent and all other charges due under this lease up to and including the date of beginning of payment of rent by any subsequent tenant of part or all of the Leased Premises, and thereafter Tenant shall pay monthly during the remainder of the term of this Lease the difference, if any, between the Rent and other charges collected from any such subsequent tenant or tenants and the Rent and other charges reserved in this Lease, but Tenant shall not be entitled to receive any excess of any such Rents collected over the rents reserved herein.

(c) The exercise by Landlord of any one or more of the rights and remedies provided in this Lease shall not prevent the subsequent or concurrent exercise by Landlord of any one or more of the other rights and remedies herein provided. All remedies provided for in this Lease are cumulative and non-exclusive, and may, at the election of Landlord, be exercised alternatively, successively, or in any other manner, and are in addition to any other rights provided for or allowed by law or in equity.

(d) No act by Landlord with respect to the Leased Premises pursuant to this Section 18 shall terminate this Lease, including, but not limited to, acceptance of the keys, or institution of an action for detainer, or other dispossessory proceedings, it being understood that this Lease may only be terminated by express written notice from Landlord to Tenant, and any reletting of the Leased Premises shall be presumed to be for and on behalf of Tenant, and not Landlord, unless Landlord expressly provides otherwise in writing to Tenant.

19. LANDLORD LIABILITY. The liability of Landlord to Tenant for any default by Landlord during the Term of this Lease shall be limited to the interest of Landlord in the Leased Premises and Landlord shall not be liable for any deficiency nor shall Landlord ever be liable under the terms of this Lease for consequential or special damages. In any event, Landlord shall not be liable or responsible to Tenant for any loss or damage to any property or person occasioned by theft, fire, acts of God, public enemy, riot, strike, insurrection, war, act or omission of any occupant of the Leased Premises, any nuisance or interference caused or created by any occupant of the Leased Premises, requisition or order of governmental body or authority, court order or injunction, or any cause beyond Landlord's control.

20. NOTICES. Any notices required to be served in accordance with the terms of this Lease shall be in writing and served by registered or certified mail, return receipt requested or by an overnight delivery service providing a delivery receipt, or delivered in person and duly acknowledged, as follows:

To Tenant: Academy of Collaborative Education
505 Glenmar Avenue
Monroe, LA 71201
Attention: Joellen Freeman,
Executive Director

To Landlord: Grace Episcopal Church
405 Glenmar Avenue
Monroe, LA 71201

Attention: Gene Galligan, Junior Warden

Copy to: _____

Attention: _____

Either party may at any time designate by written notice to the other a change in the above addresses or addressees. All notices, demands and requests which shall be served by registered or certified mail or by overnight delivery service or personal delivery service in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed by United States registered or certified mail or the date such items are sent via delivery service.

21. ESTOPPEL CERTIFICATES. Tenant shall, upon reasonable request from Landlord, within ten (10) days after such request, provide an estoppel certificate in a form reasonably acceptable to Landlord, which shall confirm the status of all payment and performance obligations under this Lease.

22. INDEMNITIES SURVIVE. The indemnification obligations of Landlord and Tenant shall survive termination of this Lease.

23. HOLDOVER. During any period following the termination of this Lease that Tenant continues to occupy the Leased Premises, the Base Rental shall be increased to one hundred fifty percent (150%) of the Base Rental in effect immediately prior to such termination, and any such holdover with Landlord's consent shall create a month-to-month tenancy.

24. INSPECTION. Upon reasonable notice, Landlord may inspect the Leased Premises and/or show the Leased Premises to prospective lenders or purchasers so long as Landlord does not unreasonably disrupt or interfere with the operation of Tenant's business. Notwithstanding the foregoing, no notice shall be required in the event of an emergency.

25. MISCELLANEOUS. All terms used herein shall be of such number and gender as the context may require. All headings used herein are for convenience only and do not constitute a part of this Lease or affect its meanings. This Lease contains the entire agreement of the parties with respect to the subject matter contained herein and all oral agreements are merged herein. This Lease shall be binding upon and inure to the benefit to the parties hereto and (except as otherwise provided herein) their respective heirs, legal representatives, successors and assigns.

26. TIME OF ESSENCE. Time is of the essence for every term and condition of this Lease.

27. ENTIRE AGREEMENT. This Lease represents the entire agreement and understanding between Landlord and Tenant, and may only be modified in a writing executed by both parties. Any prior agreements, representations, obligations or understandings between the parties are superseded by this Lease.

28. INVALIDITY. Any term or provision of this Lease which is determined by a court of competent jurisdiction to be invalid or unenforceable shall not affect the whole of this Lease, and the remainder of this Lease shall remain in full force and effect.

29. APPLICABLE LAW. This Lease shall be governed by the law of the state where

the Leased Premises are located.

30. COUNTERPARTS. This Lease may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

31. ATTORNEY FEES. In the event of any suit or action to enforce any provision or recover damages arising out of breach of this Lease, the prevailing party shall be entitled to recover the reasonable fees and costs of one firm of attorneys in addition to any other relief afforded.

32. MEMORANDUM OF LEASE. Upon either party's request, Landlord and Tenant shall execute a Memorandum of Lease in a customary form reasonably satisfactory to Landlord and same shall be recorded in the Real Property Records of Davidson, County, Tennessee. The cost of preparation and recording of any such Memorandum of Lease shall be borne by the requesting party.

33. NO WAIVER OF RIGHTS. No failure or delay of Landlord or Tenant to exercise any right or power given it herein or to insist upon strict compliance by the other party hereto of any obligation imposed on it herein and no custom or practice of either party hereto at variance with any term hereof shall constitute a waiver or a modification of the terms hereof by either party or any right it has herein to demand strict compliance with the terms hereof. No waiver of any right of either party or any default by either party on one occasion shall operate as a waiver of any of other rights of the other party or of any subsequent default by the defaulting party. No express waiver shall affect any condition, covenant, rule, or regulation other than the one specified in such waiver and then only for the time and in the manner specified in such waiver. No person has or shall have any authority to waive any provision of this Lease unless such waiver is expressly made in writing and signed by an authorized officer of Landlord.

34. ASSIGNMENT BY LANDLORD. Landlord shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder, or in the Leased Premises. In such event and upon such transfer, no further liability or obligation shall thereafter accrue against Landlord hereunder.

35. WAIVER OF JURY TRIAL. To the extent permitted by applicable law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of landlord and tenant, Tenant's use or occupancy of the Leased Premises and/or any claim of injury or damage, hi the event Landlord commences any proceedings for nonpayment of rent or any other amounts payable hereunder, Tenant shall not interpose any counterclaim of whatever nature or description in any such proceeding, unless the failure to raise the same would constitute a waiver thereof. This shall not, however, be construed as a waiver of Tenant's right to assert such claims in any separate action brought by Tenant.

36. NO BROKERS. Landlord and Tenant each represents and warrants to the other that it did not deal with any broker in connection with this Lease. Tenant and Landlord shall indemnify, defend and hold the other harmless of, from and against any and all losses, damages, liabilities, claims, liens, costs and expenses (including, without limitation, court costs, reasonable attorneys' fees and litigation expenses) arising from any claims or demands of any other broker or brokers or finders for any commission alleged to be due such other broker or brokers or finders claiming to have dealt with either party in connection with this

Lease.

37. SURRENDER. Upon the expiration of the Term or other termination of the Term, Tenant shall quit and surrender the Leased Premises to the Landlord in as good order and condition as when received, ordinary wear and tear excepted. If Tenant fails to remove any of the signs, furnishings, equipment, trade fixtures, merchandise and other personal property installed or placed in the Leased Premises by the expiration or termination of this Lease, then Landlord may, at its sole option, (a) treat Tenant as a holdover, in which event the Rent provisions of this Lease regarding holding over shall apply; (b) deem any or all of such items abandoned and the sole property of Landlord after thirty (30) days; or (c) remove any and all such items and dispose of same in any manner. Tenant shall pay Landlord on demand any and all expenses incurred by Landlord in the removal of such items, including, without limitation, the cost of repairing any damage to the Leased Premises caused by such removal and storage charges (if Landlord elects to store such property), together with an administrative fee equal to ten percent (10%) of such costs.

38. QUIET POSSESSION. So long as Tenant is not in Default hereunder, Tenant's quiet possession of the Leased Premises shall not be disturbed by Landlord or any party acting on Landlord's behalf.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

LANDLORD:

GRACE EPISCOPAL CHURCH

Priscilla Mott, Senior Warden

By: _____

Gene Galligan, Junior Warden

By: _____

TENANT:

Joellen Freeman, Executive Director
Name

By: _____