



# Academy of Collaborative Education

## Finance Committee Meeting

Published on September 8, 2025 at 7:42 PM CDT

Amended on September 9, 2025 at 9:55 AM CDT

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### Date and Time

Wednesday September 10, 2025 at 2:00 PM CDT

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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.

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### Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>2:00 PM</b>
<b>A.</b> Record Attendance		Latner McDonald	1 m
<b>B.</b> Call the Meeting to Order	Discuss	Latner McDonald	1 m
<b>C.</b> Approve Minutes	Approve Minutes	Latner McDonald	1 m
<b>II. Finance</b>			<b>2:03 PM</b>

	Purpose	Presenter	Time
<b>A.</b> Lease for Middle School with Grace	Discuss	Joellen Freeman	10 m
Draft for the lease contract with Grace to lease the second floor for middle school expansion.			
<b>B.</b> SPED Strategies contract	Discuss	Joellen Freeman	10 m
draft of SPED Strategies contract for the current school year (to be paid with CSP funds)			
<b>C.</b> Insurance cost increase for ACE	FYI	Joellen Freeman	5 m
Insurance premiums increase for middle school additional classes and contents.			
<b>D.</b> Security and Safety Quote for expansion into Grace building.	Discuss	Joellen Freeman	10 m
Review quote for adding security and safety features to leased space at Grace (CSP funds to cover cost)			
<b>E.</b> Professional Services Agreement - Riley Physical Therapy	Discuss	Joellen Freeman	10 m
Service Agreement / contract for PT services for School year with Jason Riley / Riley Physical Therapy			
<b>III. Other Business</b>			<b>2:48 PM</b>
<b>A.</b> Stipend Updates		Joellen Freeman	5 m
LDOE Stipends for school years 2024/24 & 2025/26, additional funds from LDOE			

#### **IV. Progress-Toward-Goals: 2:53 PM**

The committee will discuss each goal regarding its status:

On-Target — progressing well and on schedule

Off-Target — falling behind the expected timeline

At-Risk — requiring monitoring and/or intervention

#### **A. Finance SMART Goals**

##### **ACE FY26 Finance Committee SMART Goals**

	Purpose	Presenter	Time
<b>Goal #1:</b>			
By September 2025, the Finance Committee, in collaboration with Accounting Services, will initiate a <b>monthly review of the Budget vs. Actual Report</b> to enhance financial oversight and inform strategic decision-making. This analysis will ensure that budgetary allocations align with actual expenditures, providing a clear picture of financial health and supporting informed financial planning.			
<b>Goal #2:</b>			
The Finance Committee will ensure that <b>financial statements are and continue to be balanced, current, and accurate</b> by September 2025, and <b>will review them at each subsequent Finance Committee meeting</b> . This initiative will involve a thorough review and reconciliation process, ensuring that all financial data is up-to-date and in line with standard accounting practices, thereby strengthening fiscal responsibility and transparency.			
<b>Goal #3:</b>			
By June 2026, Katie, in collaboration with Accounting Services and the Finance Committee, will <b>develop and implement procedures to efficiently expend the CSP budget. This will include meticulous billing processes, ensuring that funds are utilized effectively and in compliance with program guidelines.</b>			
<b>Goal #4:</b>			
By August 2025, <b>HEAL will begin providing monthly Medicaid billing reports to the ED, Finance Committee, and Accounting Services to manage productivity effectively, with reports completed by the 15th of the following month.</b> This goal aims to streamline billing processes, ensuring timely and accurate financial reporting, which will contribute to enhanced financial management and more effective resource allocation.			
<b>Goal #5:</b>			
By August 2025, Accounting, Joellen, Katie, and the Finance Committee will <b>establish, document, and implement comprehensive procedures for the month-end close.</b> This effort aims to standardize the closing process, ensuring accuracy and consistency in financial reporting and supporting a smoother and more efficient monthly financial cycle.			
<b>Goal #6:</b>			
By August 2025, Katie, Joellen, Accounting, and the Finance Committee will <b>develop a cost analysis for each classroom, determining the cost per pupil and per classroom.</b> This analysis will establish "rules" for decision-making, providing a data-driven foundation for resource allocation and financial planning within the educational environment.			
<b>Goal #7:</b>			

	Purpose	Presenter	Time
	By June 2026, procedures will be established by Katie, Joellen, Accounting, and the Finance Committee to <b><i>increase access to cash through timely billing to CSP and Medicaid, as well as by developing a line of credit (LOC)</i></b> . Additionally, by the same date, Anna will <b><i>create and implement processes for cash transfers with Friends of ACE</i></b> , ensuring that liquidity is maintained to support operational needs and maintain financial stability.		
V.	Old Business (Previously visited in committee)		
VI.	New Business		
VII.	Closing Items		2:53 PM
A.	Adjourn Meeting	Vote	Latner McDonald 1 m

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

# Coversheet

## Lease for Middle School with Grace

**Section:** II. Finance  
**Item:** A. Lease for Middle School with Grace  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:**  
STJ-4915-0527-0875 v.1 ACE\_Grace Episcopal Lease for 6th Grade Space (1).docx.pdf

## LEASE AGREEMENT

THIS LEASE AGREEMENT (this "*Lease*") is made and entered into effective the **1st day of October**, 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, [7,500] 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 the entire second floor of the Building 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 **October 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 five (5) 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.

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 (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 [70% (7500 square feet as the numerator and 10,681 square feet 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.

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; (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. 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 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, refurbishing, restoration, replacement and other operating charges, including, without limitation, all costs of interior sprinkler maintenance and service, 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.

As part of Tenant's costs hereunder, Tenant shall install an automatic fire suppression system throughout the Leased Premises ("*Sprinkler System*"). The Sprinkler System shall consist of sprinkler heads throughout the Leased Premises, including in each classroom and the hallways and stairways, each connected through piping and valves to the public water supply system. As may be required, a water pump may be installed to ensure adequate pressure to operate and maintain the Sprinkler System. It is the intent of the parties that the Sprinkler System be integrated with the Facilities fire alarm system. Tenant shall deliver to Landlord a complete set of plans and designs for the Sprinkler System for Landlord's approval. Once approved, Tenant shall contract for the installation of the Sprinkler System and shall be solely responsible for all costs and expenses of such installation, maintenance and repair during the Term. The costs of the installation of the Sprinkler System shall be born by Tenant, but such costs shall be allocated to Base Rent until Tenant has received a full credit for the amounts so expended.

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 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). 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 foam 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.

8. SIGNAGE. The installation and addition of any signage by Tenant shall be subject to the reasonable approval of Landlord and shall be done in compliance with all applicable laws.

9. 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.

10. 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.

11. 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.

12. 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 foil 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.

13. 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 ten (10) 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 twenty (20) days after written notice thereof, or, in the event such defect cannot reasonably be cured within the said twenty (20) day period, then if Tenant shall fail to commence to cure said defect within the aforesaid twenty (20) 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 thirty (30) 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. 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) Landlord, with or without terminating this Lease, may immediately or at any time thereafter, re-enter the Leased Premises and remove therefrom Tenant and all property belonging to or placed on the Leased Premises by, at the direction of, or with consent of Tenant. Any such re-entry and removal by Landlord shall not of itself constitute an acceptance by Landlord of a surrender of this Lease or of the Leased Premises by Tenant and shall not of itself constitute a termination of this Lease by Landlord.
- 4) 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:**

Gene Galligan, Junior Warden  
Name

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

**TENANT:**

Joellen Freeman, Executive Director  
Name

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

# Coversheet

## SPED Strategies contract

<b>Section:</b>	II. Finance
<b>Item:</b>	B. SPED Strategies contract
<b>Purpose:</b>	Discuss
<b>Submitted by:</b>	
<b>Related Material:</b>	2024-25 _ ACE_Draft Contract .pdf



# Consultant Services Agreement

## Academy of Collaborative Education

Prepared for Academy of Collaborative Education

Created by SPED Strategies, LLC

This Consulting Services Agreement (the “Agreement”) states the terms and conditions that govern the contractual agreement between SPED Strategies, LLC having its principal place of business at 2932 Calanne Ave. Baton Rouge, LA 70820 (the “Consultant”) and the Academy of Collaborative Education (ACE) 505 Glenmar Ave, Monroe, LA 71201 (the “Client”), who agree to be bound by this Agreement.

WHEREAS, the Consultant offers consulting services in the field of special education; and

WHEREAS, the Client desires to retain the services of the Consultant to render consulting services with regard to professional learning focused on meeting the needs of students with disabilities according to the scope of work outlined in Exhibit A terms and conditions outlined herein.

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties hereto, the Consultant and the Client (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

## 1. Term

This Agreement shall begin on July 1, 2024 and end by June 30, 2025 unless mutually agreed upon by Client and Consultant.

## 2. Scope of Services

The Consultant agrees that it shall provide its expertise to the Client for all things pertaining to the scope of consulting services outlined in Exhibit A.

## 3. Billings, Compensation and Status

In consideration for the Consulting Services, the Client shall pay the Consultant for successful completion of services outlined according to Exhibit A. The Consultant shall invoice the Client based on the schedule outlined in Exhibit B and such invoices shall be due and payable within 15 business days of the Client receipt of the invoice.

## 4. Final Agreement and Severability

This agreement terminates and supersedes all prior understanding or agreements on the subject matter hereof. This agreement may be modified only by a further writing that is duly executed by both parties. If any provision herein or the application of thereof any part or circumstance is held invalid or unenforceable, the remainder of the contract and application of such provision or provisions to the other parties and circumstances will not be affected thereby, the provisions of this contract being severable in any such instance.



## 5. Notice of Intellectual Property Rights

Consultant grants to Client a royalty-free nonexclusive license to use anything created or developed by Consultant for Client under this Contract (hereinafter “Contract Property.”) The license shall have a perpetual term and Client may not transfer it. Consultant shall retain all copyrights, patent rights, and other intellectual property rights to the Contract Property.

## 6. Consultant’s Reusable Materials

Consultant owns or holds a license to use and sublicense various materials in existence before the start date of this Contract (hereinafter “Consultant’s Materials”). Consultant may, at its option, include Consultant’s Materials in the work provided under this Contract. Consultant retains all right, title, and interest, including all copyrights, patent rights, and trade secret rights, in Consultant’s Materials. Consultant grants Client a royalty-free nonexclusive license to use any of Consultant’s Materials incorporated into the work provided by Consultant under this Contract. The license shall have a perpetual term and may not be transferred by Client.

## 7. Termination

In the event of termination of this agreement, the Client is still responsible to pay for the remaining unpaid contract amount at the time of the termination.

## 8. Indemnification

The Client shall indemnify and hold the Consultant, their agents, employees and representatives free and harmless from any and all claims of whatsoever kind or nature, including but not limited to, damages to persons or property and any and all costs and expenses relating to the defense of any such claims, including reasonable attorney’s fees incident thereto, that may arise out of, or by reason of, the performance of professional services under this contract.

## 9. Administration

The duly-authorized designee shall have the authority to administer this Agreement on behalf of the Consultant and to act as its duly-authorized signatory.

## 10. Venue and Jurisdiction

Client and Consultant agree and stipulate that the exclusive venue and jurisdiction for any action arising from this contract shall be in the 19th Judicial Court, parish of East Baton Rouge, State of Louisiana.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be subscribed on the day, month, and year first above written.

**SPED Strategies, LLC**

	Jamie Wong	President/Founder
_____	_____	_____
Signature	Name	Title

Academy for Collaborative Education

_____	_____	_____
Signature	Name	Title

## EXHIBIT A- SCOPE OF SERVICES

Below, you will find an outline of the scope of services and tentative timeline.

School Leader Goal Setting			
Activity	Timeline	Description	Cost
<b>SPED Coordinator Goal-Setting Session</b>	June 2024	SPED Strategies will provide 1 in-person day to support leadership team in planning the following: <ul style="list-style-type: none"> <li>Finalize a vision for the role of the special education coordinator</li> <li>Identify and set quarterly compliance goals for the year</li> <li>Prioritize focus areas for the school year</li> <li>Finalize a year long compliance plan</li> <li>Set measurement benchmarks and aligned measures of success</li> </ul>	<b>\$6,000</b>

Teacher Professional Learning			
Activity	Timeline	Description	Cost
<b>Summer Professional Learning Session</b>	July 2024	SPED Strategies will provide 1 in-person half-day professional learning session on topics selected by the leadership and SPED Strategies team.	<b>\$3,500</b>
<b>Quarterly Professional Learning Sessions</b>	October 2024 January 2025 March 2025	SPED Strategies will provide 3 in-person half day professional learning sessions on topics selected by the leadership and SPED Strategies team.	<b>\$10,500</b>

Virtual Leadership Coaching			
Activity	Timeline	Description	Cost
<b>Virtual Coaching for School Leaders</b>	August 2024- May 2024	SPED Strategies will provide virtual coaching to the leadership team to support ongoing implementation of inclusive practices and real-time support on current challenges.	<b>\$10,000</b>

School Walkthroughs			
Activity	Timeline	Description	Cost
<b>Quarterly School Walkthroughs</b>	August 2024 November 2024 February 2024 April 2024	SPED Strategies will spend 2 days onsite to observe execution of schoolwide systems, routines, classroom instruction, and compliance in alignment with the school goals. The team will provide feedback and recommendations to the leadership team following the visits.	<b>\$48,000</b>

School Consultation			
Activity	Timeline	Description	Cost
School Consultation	Ongoing	SPED Strategies will engage with school leaders to reflect on implementation data and make aligned decisions for school year one execution.	\$2,500

## EXHIBIT B- PAYMENT TERMS

Below, you will find an outline of the deliverables, associated costs, and payment terms in service of the Scope of Work.

July 2024-June 2025	
Deliverable/Activity	Total Cost
<b>School Leader Goal Setting</b> <ul style="list-style-type: none"> <li>1 in-person day to support leadership team planning</li> </ul>	\$6,000
<b>Teacher Professional Learning</b> <ul style="list-style-type: none"> <li>4 in-person half day professional learning sessions</li> </ul>	\$14,000
<b>School Leader Goal Setting</b> <ul style="list-style-type: none"> <li>One-hour virtual coaching sessions</li> </ul>	\$10,000
<b>Quarterly Walkthroughs</b> <ul style="list-style-type: none"> <li>8 days onsite to observe execution of schoolwide systems, routines, classroom instruction, and compliance in alignment with the school goals</li> </ul>	\$48,000
<b>School Consultation</b> <ul style="list-style-type: none"> <li>Ongoing consultation with school leaders to reflect on implementation data and make aligned decisions for school year one execution.</li> </ul>	\$2,500
<b>Total Cost</b>	<b>\$80,500</b>

\*Pricing is inclusive of all travel and materials for all onsite engagements.

Payment for services outlined above will be invoiced and paid in two payments based on the schedule below:

Invoice Schedule	
Invoice Date	Cost
August 2, 2024	\$20,125
November 1, 2024	\$20,125
February 7, 2025	\$20,125
May 2, 2025	\$20,125

### Cancellation Notice

ACE must provide written notice 7 days prior to a scheduled engagement should they need to reschedule. In the event that ACE needs to cancel or reschedule and a written notice is sent less than 7 days prior to the engagement with SPED Strategies unable to accommodate an alternative date, ACE will be billed for 50% of the cost associated with the missed engagement.

### Inclement Weather Notices

In the event of inclement weather, ACE and/or SPED Strategies must provide written notice of cancellation and/or request to reschedule at least 24 hours prior to a scheduled engagement. If a reschedule request is made, ACE agrees to identify a new date within the timeline of the current contract terms. If ACE and SPED Strategies are unable to agree upon a reschedule date(s), ACE will be billed for 50% of the cost associated with the missed engagement.

# Coversheet

## Professional Services Agreement - Riley Physical Therapy

<b>Section:</b>	II. Finance
<b>Item:</b>	E. Professional Services Agreement - Riley Physical Therapy
<b>Purpose:</b>	Discuss
<b>Submitted by:</b>	
<b>Related Material:</b>	25-26.RileyPhysicalTherapy.PTA Contract.9.3.25.docx.pdf

## PROFESSIONAL SERVICES AGREEMENT

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

The Parties agree to the following terms and conditions:

**1. Term.** The term of this Agreement will start on the date of Contractor’s execution and will cover services rendered to ACE from 09/18/2025, until 06/30/2026.

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

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

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

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

The Total Maximum Agreement Amount is **\$55.00/per hour for Licensed Physical Therapist Assistant.**

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Remainder of Page Left Blank Intentionally]

**Riley Physical Therapy**

Signature: \_\_\_\_\_

Printed Name: Jason Riley

Title: President/CEO

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

**Academy of Collaborative Education**

Signature: \_\_\_\_\_

Printed Name: Joellen Freeman

Title: Executive Director

Date: 9.3.25

## **Exhibit A**

### **Riley Physical Therapy**

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

Provider agree to deliver the following services:

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

1. The Physical Therapy Assistant will provide Services at a rate of fifty-five dollars (\$55.00) an hour and will work twelve (12) to fifteen (15) hours per week while ACE is in session. The hours worked per week by PTA will be scheduled and performed based on Riley Physical Therapy, Inc.'s assessment of the needs of the clients being served at ACE.

## **Exhibit A**

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