

**City of Baker School Board  
Board Meeting Agenda  
Tuesday, April 01, 2025, 6:00 P.M.  
School Board Office**

**Monique Butler, President – Presiding**

"Education is our passport to the future, for tomorrow belongs to the people who prepare for it today." — Malcolm X

**A. Meeting Commencement**

1. Call to Order
2. Roll Call
3. Silent Meditation
4. Pledge of Allegiance

**B. Welcome of Visitors**

**C. Recognitions**

**D. Approval of Agenda (Action)**

**E. Action Items-The public may comment on Action Items. Public Comment is limited to 2 minutes per individual.**

1. Consideration and Approval of Minutes from the School Board Meeting of 3-06-2025 and 3-18-2025.
2. Consideration and Acceptance of Monthly Financial Report including Budget to Actual Comparisons for the Periods Ending February 28, 2025.
3. Discussion and consideration of approval of an administrative operating agreement with Helix Community Schools
4. Discussion and consideration of approval to establish a process for the approval of a type 3 charter school for Baker H.S. and Parkridge Academy for fall 2025, and further authorizing superintendent and legal to implement the process consistent the operating agreement with Helix Community School and charter demonstration law.

**F. Information Items**

1. Superintendent's Report on Personnel

**G. Announcements**

1. Date of Next Meeting – May 6, 2025

**H. Adjournment (Action)**



In accordance with the Americans with Disabilities Act, if you need special assistance, please contact Debbie Dedeaux at 225.774.5795 to describe the assistance that is necessary.



## City of Baker School Board Meeting March 6, 2025

### MINUTES

The City of Baker School Board held a public meeting beginning at 6:00 p.m. on Thursday, March 6, 2025.

President Butler called the board meeting to order and explained to visitors the process for speaking on action agenda items is to request a comment card from Mrs. Debbie Dedeaux. Write your name on the card as well as the number of the agenda item you wish to speak on and return the card to Mrs. Dedeaux. She will bring the card up to the Board President at the appropriate time. Visitors will be allowed two (2) minutes to speak.

President Butler welcomed all visitors to the meeting and took roll call:

Perkins: Present  
Profit: Present  
Joseph: Present  
Burgess: Present  
Butler: Present

President Butler announced there was a quorum, and the meeting would proceed.

President Butler requested that everyone stand for a moment of silent meditation/prayer led by Mrs. Burgess, and the Pledge of Allegiance, to be led by Mrs. Joseph.

### **Recognitions:**

The Board recognized Miss Emma Peavoy from Baker Middle School for winning 1st Place in the Mission and Pledge Event at the Future Business Leaders of America (FBLA) Conference February 6, 2025, in Lafayette, Louisiana.

### **Approval of Agenda:**

On motion of Mrs. Profit seconded by Mrs. Burgess, the Board voted to approve the meeting agenda. Voting yes: Perkins, Profit, Joseph, Burgess, and Butler. Voting no: None.

### **Action Items:**

1. Consideration and Approval of Minutes from the School Board Meetings of February 6, and February 12, 2025

On motion of Mrs. Burgess with a second by Mrs. Profit, the Board voted to approve the minutes from the school board meetings of February 6, and February 12, 2025. Voting yes: Perkins, Profit, Burgess, Joseph, and Butler. Voting no: None.

2. Consideration and Acceptance of Monthly Financial Report including Budget to Actual Comparisons for the Period Ending January 31, 2025  
On motion of Mrs. Burges with a second by Mrs. Profit, the Board voted to accept the monthly financial report including budget to actual comparisons for the period ending January 31, 2025. Voting yes: Profit, Burges, and Butler. Voting no: Perkins, and Joseph.
3. Consideration and Approval of Energy Savings Project in conjunction with Entergy and Corporate Solutions  
On motion of Mrs. Burges seconded by Mrs. Perkins, the Board voted to defer action on the items until the April board meeting. Voting yes: Perkins, Profit, Burges, Joseph, and Butler.
4. Consideration and Approval of a Contract with Auspice ABA Services to Conduct FBA's and Create Compliant BIP for Students Receiving Behavioral Support  
On motion of Mrs. Profit seconded by Mrs. Burges, the Board voted to approve a contract with Auspice ABA Services to conduct Functional Behavior Assessments (FBA's) and create compliant Behavior Intervention Plans (BIP's) for students receiving behavioral support. Voting yes: Perkins, Profit, Burges, Joseph, and Butler. Voting no: None.
5. Consideration and Approval of 2025-2026 Academic Calendar  
On motion of Mrs. Profit seconded by Mrs. Joseph, the Board voted to approve the 2025-2026 Academic Calendar. Voting yes: Perkins, Profit, Burges, Joseph, and Butler. Voting no: None.
6. Consideration and Approval of Contract with Everett Parker to Provide Student Data and Ed Link Reporting  
On motion of Mrs. Profit seconded by Mrs. Burges, the Board voted to approve a contract with Everett Parker to provide student data and Ed Link reporting. Voting yes: Perkins, Profit, Burges, Joseph, and Butler. Voting no: None.
7. Consideration and Approval of a Closure Date of Baker Heights and Baker Middle School and Related Action for Notification to the Board of Elementary and Secondary Education (BESE)  
On motion of Mrs. Burges seconded by Mrs. Profit, the Board voted to approve a closure date of May 23, 2025 for Baker Heights and Baker Middle School. Voting yes: Profit, Burges, and Butler. Voting no: Perkins and Joseph.

**Information Items:**

1. Superintendent's Report on Personnel  
This information was provided to Board Members prior to the meeting

**Announcements:**

1. Date of Next Meeting – April 1, 2025

**Adjournment:**

On motion of Mrs. Burges seconded by Mrs. Profit, the Board voted to adjourn at 7:18 p.m.

Submitted by J.T. Stroder, Secretary.



## City of Baker School Board Special Meeting March 18, 2025

### MINUTES

The City of Baker School Board held a special meeting beginning at 6:00 p.m. on Tuesday, March 18, 2025.

President Butler called the board meeting to order and explained to visitors the process for speaking on action agenda items is to request a comment card from Mrs. Debbie Dedeaux. Write your name on the card as well as the number of the agenda item you wish to speak on and return the card to Mrs. Dedeaux. She will bring the card up to the Board President at the appropriate time. Visitors will be allowed two (2) minutes to speak.

Vice President Burges welcomed all visitors to the meeting and took roll call:

Perkins: Present  
Profit: Present  
Joseph: Present  
Burges: Present  
Butler: Absent

Mrs. Burges announced there was a quorum, and the meeting would proceed.

Mrs. Burges requested that everyone stand for a moment of silent meditation/prayer led by Mrs. Profit, and the Pledge of Allegiance, to be led by Mrs. Joseph.

#### **Approval of Agenda:**

On motion of Mrs. Profit seconded by Mrs. Joseph, the Board voted to approve the meeting agenda. Voting yes: Perkins, Profit, Joseph, and Burges. Voting no: None. Absent: Butler.

President Butler joined the meeting.

#### **Action Items:**

1. Discussion and Consideration of Legal Action on Behalf of the City of Baker School System Regarding Proposed Takeover of Closed Schools

On motion of Mrs. Burges seconded by Mrs. Perkins, the Board voted to go into Executive Session to discuss taking legal action on behalf of the City of Baker School System regarding the proposed takeover of closed schools. Voting yes: Perkins, Profit, Burges, Joseph, and Butler. Voting no: None.

On motion of Mrs. Joseph seconded by Mrs. Burges, the Board voted to return to Regular Session. Voting yes: Perkins, Profit, Burges, Joseph, and Butler. Voting no: None.

2. Discussion and Consideration of Approval of Special Counsel for Litigation on Behalf of the City of Baker School System

On motion of Mrs. Burges seconded by Mrs. Profit, the Board voted to approve a Letter of Engagement with Dannie P. Garrett, III to serve as General Counsel in litigation on behalf of the City of Baker School System. Voting yes: Profit, Burges, and Butler. Voting no: Perkins and Joseph.

3. Other Business and Related Matters to Items 1 and 2

There was no other business to discuss related to Items 1 and 2.

4. Discussion and Consideration of an Administrative Type 1 Charter School

It was decided that a Board Work Session would be held Wednesday, March 26, 2025, at 5:30 p.m. to discuss this item.

**Announcements:**

1. Date of Next School Board Meeting -- April 1, 2025

**Adjournment:**

On motion of Mrs. Burges seconded by Mrs. Joseph, the Board voted to adjourn the meeting at 7:25 p.m. Voting yes: Perkins, Profit, Burges, Joseph, and Butler. Voting no: None.

Submitted by J.T. Stroder, Secretary.

City of Baker School Board



FINANCIAL REPORT SUMMARIES INCLUDING BUDGET TO ACTUAL COMPARISONS  
FOR PERIOD ENDING FEBRUARY 28, 2025

## CITY OF BAKER SCHOOL BOARD

## Financial Report Summaries Including Budget to Actual Comparisons for Period Ending February 28, 2025

GENERAL FUND			
Description	2024-2025 APPROVED Revenues/ Expenditures	2024-2025 YTD Revenues/ Expenditures	Percentage % Change
<b>REVENUES</b>			
<b>Local Sources</b>			
<b>Taxes</b>			
Ad Valorem	2,637,454	2,599,756.11	-1.4%
Sales and Use	4,975,800	2,890,364.69	-41.9%
1% Collections by Sherriff and Pension Fund	56,492	0.00	-100.0%
Interest Earnings	30,000	38,716.21	29.1%
Donations	1,000	3,425.00	242.5%
Other Local	150,500	6,469.17	-95.7%
<b>State Sources</b>			
Minimum Foundation Program	7,207,849	3,029,333.00	-58.0%
Professional Improvement Program	7,860	7,766.00	-1.2%
Revenue Sharing	44,500	0.00	-100.0%
Supplemental Choice Allocation Funds (SCA)	31,990	0.00	-100.0%
Career Development Funds (CDF)	25,000	25,000.00	0.0%
Other Restricted Revenues	0	50,000.00	0.0%
<b>Federal</b>			
ERATE	12,000	0.00	-100.0%
Indirect Costs	125,000	90,923.00	0.0%
<b>TOTAL REVENUES</b>	<b>15,305,445</b>	<b>8,741,753.18</b>	<b>-42.9%</b>
<b>EXPENDITURES</b>			
<b>Instruction:</b>			
Regular Programs	4,111,671	1,959,240.60	-52.3%
Special Education Programs	992,648	491,275.36	-50.5%
Vocational Programs	255,145	107,822.36	-57.7%
Other Instructional Programs	344,431	215,386.21	-37.5%
Special Programs	123,805	14,358.90	-88.4%
<b>Total Instruction</b>	<b>5,827,700</b>	<b>2,788,083.43</b>	<b>-52.2%</b>
<b>Support Services:</b>			
Pupil Support Services	824,442	432,019.17	-47.6%
Instructional Staff Support	120,501	88,247.67	-26.8%
General Administration	950,204	469,984.26	-50.5%
School Administration	655,381	391,607.89	-40.2%
Business Services	249,986	218,625.55	-12.5%
Plant Services	1,912,851	1,445,161.54	-24.4%
Student Transportation Services	825,346	699,537.10	-15.2%
Central Services	121,774	54,508.30	-55.2%
Building Improvements (Plant Services)	115,000	49,313.49	-57.1%
Debt Services	727,889	171,128.55	-76.5%
<b>Total Support Services</b>	<b>6,503,374</b>	<b>4,020,133.52</b>	<b>-38.2%</b>
<b>Total Expenditures</b>	<b>12,331,074</b>	<b>6,808,216.95</b>	<b>-44.8%</b>
<b>EXCESS of REVENUES OVER EXPENDITURES</b>	<b>2,974,371</b>	<b>1,933,536.23</b>	
<b>TRANSFERS OUT</b>			
USDA SFS MATCH	8,961	0.00	
LOCAL REVENUE CHARTER SCHOOL TRANSFERS	2,965,410	0.00	
<b>TOTAL TRANSFERS OUT</b>	<b>2,974,371</b>	<b>0.00</b>	
<b>CHANGE IN FUND BALANCE</b>	<b>0</b>	<b>1,933,536.23</b>	



**CITY OF BAKER SCHOOL BOARD**

**SPECIAL REVENUE FUNDS FINANCIAL REPORT SUMMARIES INCLUDING BUDGET TO ACTUAL COMPARISONS FOR PERIOD ENDING FEBRUARY 28, 2025**

<b>SPECIAL REVENUE FUNDS</b>						
<b>FEDERAL AND STATE GRANTS APPROVED</b>	<b>2024-2025 APPROVED</b>	<b>2024-2025 YTD</b>	<b>2024-2025 YTD</b>	<b>2024-2025 Excess/ Deficiency</b>	<b>RECEIVABLES as of</b>	<b>ADJ EXCESS/ DEFICIENCY</b>
<b>Account Title</b>	<b>BUDGET</b>	<b>Revenues</b>	<b>Expenditures</b>	<b>Deficiency</b>	<b>03/28/2025</b>	<b>DEFICIENCY</b>
CARL PERKINS	15,751.00	0.00	7,671.84	(7,671.84)	7,056.00	(615.84)
FOOD SERVICE	864,970.00	501,533.62	499,094.13	2,439.49	115,016.30	117,455.79
SUMMER SCHOOL FOOD SERVICE	0.00	58,477.10	12,645.00	45,832.10	0.00	45,832.10
LOCAL FOOD FOR SCHOOLS	6,618.00	6,618.00	6,618.00	0.00	0.00	0.00
IDEA PART B	221,681.00	58,389.00	187,954.94	(129,565.94)	0.00	(129,565.94)
HIGH COST SERVICES	0.00	0.00	20,259.70	(20,259.70)	0.00	(20,259.70)
SPECIAL ED - PRE-SCHOOL	7,663.00	0.00	137.59	(137.59)	0.00	(137.59)
8g STUDENT ENHANCEMENT/PRE K	53,095.00	0.00	30,441.71	(30,441.71)	30,441.71	0.00
HIGH DOSAGE TUTORING	55,085.00	55,085.00	27,540.00	27,545.00	0.00	27,545.00
COMPREHENSIVE LITERACY STATE DEVELOPMENT CLSD K-5	72,000.00	0.00	0.00	0.00	0.00	0.00
COMPREHENSIVE LITERACY STATE DEVELOPMENT CLSD 9-12	235,000.00	0.00	116,686.16	(116,686.16)	0.00	(116,686.16)
TITLE I	1,032,368.00	677,048.00	765,812.17	(88,764.17)	0.00	(88,764.17)
TITLE II	65,166.00	23,230.00	45,390.55	(22,160.55)	10,692.00	(11,468.55)
TITLE IV	64,939.00	112,481.00	137,837.08	(25,356.08)	8,407.00	(16,949.08)
STRONGER CONNECTIONS	0.00	0.00	30,419.55	(30,419.55)	0.00	(30,419.55)
SCHOOL REDESIGN	294,939.00	320,910.00	365,838.07	(44,928.07)	0.00	(44,928.07)
ESSER III INCENTIVE	0.00	41,325.00	64,995.98	(23,670.98)	0.00	(23,670.98)
ESSER III - FORMULA ACHIEVE	0.00	476,720.00	476,720.30	(0.30)	0.00	(0.30)
ESSER III (EB) - ACHIEVE - INTERVENTIONS	0.00	0.00	0.00	0.00	0.00	0.00
HOMELESS ARP	0.00	1,764.00	25,271.39	(23,507.39)	0.00	(23,507.39)
IDEA 611 ARP ACHV	0.00	0.00	0.00	0.00	0.00	0.00
IDEA 619 ARP	6,000.00	0.00	0.00	0.00	0.00	0.00
IDEA 611 Set Aside	21,061.00	0.00	845.00	(845.00)	0.00	(845.00)
IDEA 619 Set Aside	6,000.00	0.00	0.00	0.00	0.00	0.00
ED EXCELLENCE ENHANCEMENT	18,597.00	0.00	6,601.98	(6,601.98)	0.00	(6,601.98)
LA - 4 Cecil Picard	0.00	21,762.00	76,650.66	(54,888.66)	54,888.66	0.00
Baker High School Restoration	5,741,761.00	3,836,167.63	3,836,167.63	0.00	0.00	0.00
<b>TOTAL - SPECIAL REVENUE FUNDS</b>	<b>8,782,694.00</b>	<b>6,191,510.35</b>	<b>6,741,599.43</b>	<b>(550,089.08)</b>	<b>226,501.67</b>	<b>(323,587.41)</b>

**OPERATING AGREEMENT BETWEEN  
THE CITY OF BAKER SCHOOL SYSTEM AND  
HELIX COMMUNITY SCHOOLS**

THIS OPERATING AGREEMENT ("Agreement") is made and effective as of the \_\_ day of April 2025 ("Effective Date"), by and between Helix Community Schools, a Louisiana non-profit corporation ("HCS"), whose address is 339 Florida Street, Baton Rouge, LA 70801, and the City of Baker School System, a political subdivision of the State of Louisiana, ("COBSS"), located at 14750 Plank Road, Baker, Louisiana 70714. HCS and COBSS are sometimes referred to herein individually as a "Party" and together as the "Parties."

**RECITALS:**

- A. COBSS will operate two public district schools – Baker High School and Park Ridge Academic Magnet School beginning May 27, 2025, (sometimes referred to herein individually as the “School” and together as “the Schools”).
- B. HCS represents that it has expertise in the management and operation of public schools and provides comprehensive educational and operational support services to public schools.
- C. COBSS desires that HCS provide to COBSS "School Management Services" (the "Services") (all as described in Section 4) in connection with the operation of the Schools, and HCS is willing to accept such engagement and provide Services to COBSS, pursuant to the terms and conditions of this Agreement.
- D. HCS further represents that it will submit applications to COBSS seeking approval to convert and operate the Schools to Type 3 charter schools in the State of Louisiana.

NOW, THEREFORE, in consideration of the terms, conditions and premises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**AGREEMENTS:**

1. Engagement; Board Authority; Relationship.

1.1. Engagement. COBSS hereby: (i) engages HCS for the purpose of providing the Services; and (ii) grants HCS the right, power and authority necessary to perform the Services upon the terms and conditions set forth herein, to the full extent permitted by applicable law. HCS hereby accepts such engagement, for the term set forth herein, to act on behalf of COBSS for the purposes set forth herein, with such authority as delegated to HCS herein or by subsequent

resolutions by COBSS, subject to the terms and conditions of this Agreement and in compliance with Louisiana Revised Statutes Title 17, *et. seq.*, ("the Act"). COBSS agrees to engage HCS to provide School Management Services, pursuant to this Agreement, with respect to the Schools as described herein.

1.2. Board Authority. Notwithstanding any provision contained herein, HCS acknowledges and agrees that COBSS is and shall be governed by its Board of Directors (the "Board"). HCS shall provide the Services to COBSS subject to COBSS's direction, oversight and policies, the requirements of this Agreement, the Act, and other applicable law. Nothing in this Agreement shall be construed to interfere with COBSS's authority and ability to perform its obligations under Louisiana law, or its statutory and fiduciary responsibilities governing the Schools and COBSS operations.

1.3. Relationship of the Parties.

1.3.1. The Parties agree that, subject to the Act and applicable laws, regulations, duties and obligations of the Parties, COBSS and HCS shall carry out their respective rights, duties and obligations under this Agreement working together in good faith, in a cooperative manner and to minimize disruption in the orderly functioning and administration of COBSS.

1.3.2. COBSS designates HCS and HCS's teachers, administrators, counselors and staff, as agents of the Schools having a legitimate educational interest for the purpose of entitling such persons, access to education records under The Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA"), and under applicable Louisiana state law, including, but not limited to, La. R.S. 17:3913 and La. R.S. 17:3914. HCS shall comply with all applicable FERPA and state law requirements.

1.3.3. There shall be no modification of, addition to, or deletion from the Services, unless set forth in a writing and signed by the Parties.

1.3.4. The relationship between COBSS and HCS is based upon the terms of this Agreement and any other written agreements between HCS and COBSS. This Agreement shall create only an independent contractor relationship and shall not be construed or interpreted to create an employer-employee, partnership, joint-venture or other legal relationship or entity between HCS and COBSS. While performing under this Agreement, neither Party shall represent the other Party in any dealings or transactions except as expressly authorized herein and neither Party shall represent any relationship except for the relationship specified herein. Except in the performance of the Services by HCS or any of its employees or contractors in accordance with this Agreement, neither Party may enter into, bind or attempt to bind the other Party to any contractual obligation or duty and each Party shall be solely responsible for its acts and omissions and for the acts and omissions of its directors, officers, employees, agents and contractors. Except in the

performance of the Services by HCS or any of its employees or contractors in accordance with this Agreement, or as COBSS may authorize in writing, HCS is not authorized to act on behalf of COBSS and any attempt to do so shall be null and void.

1.4. Cooperation. The Parties shall cooperate with each other in promptly furnishing all information and documents and submitting all forms and reports that may be necessary or convenient for each Party to properly perform its responsibilities under this Agreement, subject, in all cases, to any confidentiality obligations a Party may have. Further, the Parties shall cooperate in scheduling and related matters, including COBSS providing timely written notice to HCS of Board meetings of COBSS where HCS representatives shall be invited to attend. An HCS representative shall be entitled to attend any general COBSS Board discussions, but not executive sessions except where permitted by applicable law.

## 2. Term.

2.1. Agreement. Subject to Section 13 and unless earlier terminated as provided herein, the Term of this Agreement shall commence on April 1, 2025, and shall run through June 30, 2030 (“the Initial Term”). HCS's Services shall cease upon the termination of this Agreement unless the term of this Agreement is renewed or extended as provided herein. Upon expiration or termination of this Agreement, regardless of the reason, HCS shall be entitled to, and shall promptly receive, all fees and reimbursement of all expenses pursuant to Sections 6 and 7 due and payable through the effective date of expiration or termination.

2.2. Automatic Renewal. This Agreement shall renew automatically pursuant to the terms established in Exhibit "A."

2.3. Charter Approval Contingency. The Parties acknowledge and agree that HCS intends to submit a charter application to convert the two Schools managed under this Agreement to Type 3 charter schools and that COBSS intends to approve such application. If such application is approved on or before July 1, 2025, the Parties shall replace this Agreement with a Type 3 charter agreement and the terms of that agreement shall thereafter apply. If such application is not approved by July 1, 2025, this Agreement shall continue in full force and effect through the end of the Initial Term (June 30, 2030) and may be extended upon mutual agreement of the parties. However, in light of the time and expense associated with preparing for the new school year, if the charter application is not approved by July 1, 2025, HCS shall have the right to terminate this agreement upon providing written notice pursuant to Section 15.9 herein.

## 3. Responsibilities of COBSS.

3.1. Operations of COBSS. COBSS shall support HCS's operations and management of the schools and use its best efforts to do so. COBSS shall remain responsible for all district operations

that do not involve the day-to-day management and operation of the Schools, including state and federal reporting requirements.

3.2. Facilities. COBSS shall continue to be the owner of all school facilities. COBSS will make available all school facilities to the Schools for its operation at no charge to HCS. If this agreement continues beyond July 1, 2025, COBSS shall continue to cooperate and work with HCS in good faith to provide such facilities and all materials as well as all equipment and supplies that are necessary and appropriate to provide an adequate learning environment for its students and that comply with all the requirements of applicable law.

3.3. Cooperation. COBSS shall cooperate with HCS in promptly furnishing all information and documents and submitting all forms and reports that may be necessary or convenient for HCS to perform its responsibilities under this Agreement properly.

3.4. Legal Counsel. COBSS is responsible for selecting, retaining and payment of fees for its local legal counsel to advise it regarding its rights and responsibilities under the Act, this Agreement and applicable law. HCS is responsible for selecting, retaining and payment of fees for its legal counsel to advise it regarding its rights and responsibilities under the Act, this Agreement, applicable law and with respect to ongoing School operations.

3.5. Compliance. COBSS shall not act, or fail to act, in any manner that may result in a breach of any applicable law.

3.6. Evaluation of HCS. At its sole option and expense, COBSS may conduct an annual review of the performance of HCS in terms of HCS' s compliance with the terms of this Agreement. If such annual review is conducted, HCS will be evaluated against a set of metrics to be mutually agreed upon by COBSS and HCS, subject to change annually as desired and agreed to by both parties. Should HCS fail to meet the agreed to and required metrics for two consecutive years, HCS shall prepare and present a corrective action plan to COBSS and if it fails to meet the agreed to metrics and corrective action plan after the third consecutive year, COBSS shall have the option to terminate this agreement immediately and find a new educational services provider, or place HCS on a probationary term for one additional year. If HCS fails to meet the required metrics for a fourth consecutive year, this Agreement may be terminated at the sole discretion of COBSS.

3.7. Place of Performance. The Parties shall, by separate agreement, work together in good faith to provide for reasonable and necessary office and administrative space to perform the Services. Except as prohibited by the Act or other applicable law, HCS reserves the right to perform a portion of the Services off-site at other locations.

3.8. School Budget. HCS shall be responsible for developing and presenting an annual school budget which shall be presented to COBSS prior to the start of the fiscal year. COBSS shall be responsible for reviewing the budgets.

3.9. Communication and Notice. COBSS agrees to communicate with HCS and timely notify HCS of any anticipated or known: (i) material health or safety issues; (ii) labor, employee or funding problems; and (iii) problems of any other type that could adversely affect HCS in complying with or performing its obligations and responsibilities hereunder.

#### 4. Responsibilities of HCS.

##### 4.1. Services.

4.1.1. HCS shall, subject to COBSS' s authority, manage, administer, oversee and supervise all the operations and activities of the Schools and shall provide COBSS with the "School Management Services," as expressly delineated and defined on Exhibit "B" hereto and incorporated herein by this reference.

4.1.2. HCS acknowledges that in entering into this Agreement, COBSS is relying on HCS's expertise, skill, and professional competence in the areas of both educational and management services of the Schools. HCS shall provide the Services in a competent and efficient manner in accordance with the standard of performance within the industry in Louisiana. HCS agrees that any contractors, faculty or staff provided by HCS will be skilled and trained in the relevant professional discipline for the Services and compliant with all State and federal requirements.

4.2. Compliance. HCS acknowledges that this Agreement is subject to the terms of the Act and other Federal and State laws applicable to the Schools. In providing Services to COBSS, HCS is responsible for selecting and retaining legal counsel to advise it regarding its responsibilities and obligations under the Act, this Agreement, and applicable law. HCS agrees that, to the extent applicable to the Services, HCS will comply with the terms and provisions of the Act and other federal and State laws applicable to the Schools and the performance of the Services. If COBSS is, at any time, determined to be out of compliance, HCS shall promptly cooperate to correct such deficiency and shall participate in any corrective action plan approved by COBSS, the Internal Revenue Service ("IRS") or any other federal or State agency, to remedy such noncompliance to the extent that the noncompliance and corrective action are related to the Services. HCS shall not act, or fail to act, in any manner that may result in breach of the Act or other laws applicable to the Services or operation of the Schools.

4.3. Contracting. Except as expressly prohibited by the Act or other applicable law, HCS may contract or subcontract all or any part of the Services required by this Agreement, delegating the

performance of, but not the responsibility for, any duties and obligations of HCS hereunder to a qualified independent contractor, expert or professional advisor. The costs or expenses of such contracts or subcontracts may be treated as a "Pass-Through Expense" or a "Direct Payment" as defined in Exhibit "B", to the extent permitted by the Act or applicable law, if the expenses are within the "Category Cap" defined in Exhibit "B" or otherwise approved by COBSS through a budget amendment. HCS will be responsible for any breach of this Agreement by its subcontractors or failure of its subcontractors to comply with the Act or any applicable law.

4.4. Furnish Information. HCS is responsible for timely providing COBSS with all the information that may be necessary (i) to fulfill COBSS's reporting requirements under Louisiana law; (ii) for the applicable State or Federal agency's oversight of School operations or COBSS; and (iii) to comply with all applicable law. Additionally, COBSS may require, upon reasonable notice, HCS to attend meetings of COBSS to provide reports on operations at the Schools, updates or materials on other matters related to the Services. Upon termination of this Agreement, HCS shall cooperate in good faith with COBSS in transitioning all records and materials for continued operation of the Schools to COBSS's designated provider, excluding any intellectual property of HCS.

4.5. Acquisitions. If HCS makes or directs any personal property acquisitions using COBSS funds, which shall not include any Fee or reimbursement paid to HCS by COBSS, for personal property including, without limitation, instructional materials, equipment, supplies, furniture, computers or other assets, shall be owned by and remain the property of COBSS. HCS shall not add any administrative charges or fees to the cost of such acquisitions in excess of the fees and charges specified herein. All property or assets acquired by HCS with its own funds shall be owned by and remain the property of HCS. HCS shall maintain records sufficient to establish the ownership of such assets acquired by HCS with its own funds and those, if any, acquired by COBSS with its funds.

4.6. Communication and Notice. HCS agrees to communicate with COBSS and timely notify COBSS of any anticipated or known: (i) material health or safety issues; (ii) labor, employee or funding problems; and (iii) problems of any other type that could adversely affect COBSS.

4.7. HCS Offices. Although HCS may maintain other offices at other locations, subject to Section 3.7, HCS shall maintain offices at each School and/or the COBSS Central Office for management and administrative services at such School, as HCS determines necessary or appropriate.

4.8. Other Services. The Services to be provided by HCS to COBSS under this Agreement comprise only those duties, responsibilities and obligations of HCS expressly stated herein. HCS shall not be obligated to provide any additional or other services to COBSS except as may be mutually agreed in writing between HCS and COBSS in compliance with Section 16.19.

4.9. Maintenance of 501(c)(3) Status.

4.9.1. Operations. The principal activity of HCS is serving Kindergarten through 12th grade students by engaging in a full array of educational activities related to operating schools. HCS operates, and during the entire term of this Agreement shall operate, in a manner that is not materially different from the purposes, character, activities, and methods of operation that formed the basis for the determination by the IRS that HCS is exempt from federal income taxation as an organization described in section 501(c)(3) of Code and that HCS is not a private foundation under section 509(a)(1) of the Code. Furthermore, during the entire term of this Agreement, HCS will:

- a. Not allow more than an insubstantial part of its activities to be:
  - i. The carrying on of propaganda or otherwise attempting to influence legislation by contacting, or urging any person to contact, any member or members of a legislative body for the purpose of proposing, supporting, or opposing legislation, or some combination thereof; or
  - ii. Advocating or campaigning for the adoption or rejection of legislation;
- b. Not participate or intervene, directly or indirectly (including the publication or distribution of written or printed statements or the making of oral statements), in any political campaign on behalf of or in opposition to any individual who offered himself or herself, or was proposed by others as a contestant for an elective public office (whether such office was national, state, or local);
- c. Not allow any part of HCS's net income to inure to the benefit of any private shareholder or individual; and
- d. Timely file or cause to be filed all materials, returns, reports and other documents which are required to be filed with the IRS.

For purposes of this Section 4.9, the term "legislation" includes action by the Congress of the United States, by any state legislature, by any local council or similar governing body, or by the general public in a referendum, initiative, constitutional amendment, or similar procedure.

4.9.2. Unrelated Trade or Business Activities. Notwithstanding any other provision of this Agreement, HCS will not perform activities under this Agreement that constitute for HCS an "unrelated trade or business" as defined in Section 513 of the Code.

4.9.3. Notification to the School. HCS will notify COBSS within three (3) business days if HCS receives a notice or communication from the IRS indicating that HCS's 501(c)(3) status is under review or that the IRS has revoked, or proposed revocation of, HCS's 501(c)(3) status. In addition, HCS will timely notify the School (i) if HCS determines that any activities that



HCS is required to perform under this Agreement are activities that constitute an "unrelated trade or business" as defined in Section 513 of the Code and (ii) of any changes in its organizational documents or method of operations to the extent that COBSS does not already have knowledge of such changes.

4.9.4. Modification of Covenants. To the extent that published rulings of the IRS, or amendments to the Code or the Regulations require modification of the covenants of HCS that are set forth in this Agreement to preserve the excludability from federal gross income of interest on obligations issued for the benefit of COBSS, HCS and COBSS will comply with such modifications.

## 5. Representations and Warranties.

5.1. COBSS's Representations and Warranties. COBSS hereby represents and warrants to HCS that:

5.1.1. it has full authority and power to enter into this Agreement and it has been duly authorized to execute and perform this Agreement;

5.1.2. the execution, delivery, and performance of this Agreement will not conflict with or constitute a breach of any federal, state, or local laws, regulations, and policies applicable to COBSS and will not constitute a violation of any order, rule, or regulation of any court or governmental agency having jurisdiction over COBSS;; and

5.1.3. prior to COBSS's approval and COBSS's execution and delivery of this Agreement, each member of COBSS and COBSS's legal counsel were given ample opportunity to review and discuss this Agreement.

5.2. HCS's Representations and Warranties. HCS hereby represents and warrants to COBSS that:

5.2.1. it is duly organized and existing as a Louisiana non-profit corporation and is in good standing under the laws of the State and under IRS regulations and registered to transact business in Louisiana; it will maintain, extend and renew its corporate existence under applicable laws, and it will not do, suffer or permit any act or thing to be done whereby its right to transact its functions might or could be terminated or its activities restricted;

5.2.2. it has full authority and power to enter into this Agreement and it has been duly authorized to execute and perform this Agreement;

5.2.3. the execution, delivery, and performance of this Agreement will not conflict with or constitute a breach of or default by HCS under any other instrument or agreement to which

HCS is a party or by which its property is bound and will not constitute a violation of any order, rule, or regulation of any court or governmental agency having jurisdiction over HCS;

5.2.4. there are no pending actions, claims, suits or proceedings filed or, to its knowledge, threatened or reasonably anticipated against or affecting it, which, if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement; and

5.2.5. prior to HCS's execution and delivery of this Agreement, HCS and its legal counsel were given ample opportunity to review and discuss this Agreement.

5.3. Disclaimer of Warranty. HCS makes no expressed or implied warranties as to any matter whatsoever regarding any equipment, materials or supplies purchased on behalf of or for use at COBSS including, without limitation, the condition of any such item, its merchantability or fitness for any particular purpose. No defect or unfitness of any equipment, materials or supplies shall relieve COBSS of its obligations to pay for use of the item or of any other obligation under this Agreement.

5.4. Warranties. HCS shall have the right to enforce any existing manufacturer warranties on all equipment, materials or supplies purchased on behalf of or for use at COBSS.

## 6. Compensation Fee.

6.1. Definitions. For purposes of this Agreement, the following terms shall have the meanings indicated below:

"**Funding Date**" means, with respect to the Schools, the date from which COBSS authorizes governmental funding for educational services.

"**School**" or "**Schools**" means the district school for which COBSS desires to engage HCS to provide, and HCS is willing to provide, School Management Services.

6.2. New School Development Services. [Intentionally deleted and reserved for future potential amendment]

6.3. HCS's Fees for Schools. From and after the Funding Date for each School campus, COBSS shall pay HCS a Fee for School Management Services for such School, as set forth below. The Fee shall be equal to the applicable Fee Percentage set forth in Section 6.4 multiplied by the School's total revenues (both governmental and non-governmental) as received during each fiscal year. The Parties may mutually agree to adjust the revenues that fees are based on where required by applicable law.

6.4. Fee Percentage. For each School, the applicable Fee Percentage shall be a fifteen percent (15%) of total revenues received by the School. The fee shall not exceed \$350,000 through the initial period of this agreement ending July 1, 2025. However, in the event one of the COBSS Schools has a deficit in any year during the term of this Agreement, the Parties may, upon mutual written consent, agree to a reduced Fee Percentage for that fiscal year.

6.5. Payment of Fee. For each School, COBSS shall pay HCS's Fee for School Management Services in twelve (12) monthly installments.

6.6. Invoices; Late Fees. HCS shall submit invoices by the 12th day of each billing month. All invoiced amounts (other than the Fee) shall be due and payable within five (5) business days or otherwise as specified in the applicable HCS invoice. If COBSS fails to pay an undisputed invoice in full within ten (10) days after the invoice due date, interest shall accrue on the outstanding balance at a rate of 1.5 percent per month. Without affecting its right to earlier terminate this Agreement under Section 15.1.1, HCS reserves the right to cease providing the Services if COBSS's account remains past due for more than thirty (30) days until such time as COBSS's account is brought current.

6.7. Reasonable Compensation. The Parties agree that based on a comparison of services to be performed and other management organizations available and reported fees, that the Fee described above is fair, reasonable and not excessive.

## 7. Financial Obligations

7.1. Annual Audit. COBSS shall be responsible for the cost of the annual audit required by the Act and applicable law. HCS shall cooperate in the preparation of the annual audit and any other accounting or financial reviews that are undertaken by independent auditors approved or selected by COBSS and paid from COBSS funds. HCS shall make all COBSS's financial and other records related to COBSS available to the auditor as required by applicable law. HCS shall produce such records at COBSS's offices.

7.2. Expenses. COBSS shall also be responsible for all expenses of COBSS (other than expenses that are included in the Fee, as set forth in Exhibit "B") and HCS shall have no obligation to pay such expenses from its own funds. HCS may incur and/or pay "Pass-Through" Expenses" and Direct Payments," as those terms are defined in Exhibit "B," and in accordance with this Section 7.2. Without limiting the foregoing, in addition to HCS's Fee, COBSS shall make direct payments for all costs and expenses incurred for, without limitation: (i) salaries, wages, benefits and workers' compensation insurance premiums for faculty and staff; (ii) required payroll taxes, withholdings and other amounts due with regard to payroll; (iii) all debt service, including, without limitation, any bond finance debt; (iv) educational services and materials and any other expense that is not included in HCS's Fee that is necessary for the operation of the Schools and is within the approved budget levels.

7.3. Account Management and Expenditures. HCS shall supervise, manage, disburse and account for all Revenues consistent with the Annual Budget, the Act, this Agreement, the Charter Contract(s), Louisiana Department of Education and Louisiana Board of Elementary and Secondary Education policy, local Authorizer policy, Board resolutions and applicable law. Revenues shall be used to pay for the fees or expenses associated with COBSS's operation. HCS shall provide COBSS regular, accurate and complete documentation for dispersed fees and expenses review by COBSS. COBSS retains the authority to disapprove expenditures not within the Approved Budget nor otherwise approved or ratified by COBSS. HCS shall not make any disbursements of COBSS Revenues in excess of authorized limits, the Annual Budget or approved expenditures without the prior authorization of COBSS. To the extent such expenditures are made by HCS and disapproved by COBSS, HCS shall promptly and fully reimburse the unauthorized expenditures from its own funds and pay to COBSS interest on such unauthorized expenditure or portion thereof at the rate of 1.5 percent per month from the date of disbursement until repayment.

7.4. Accurate and Complete Recordkeeping and Reporting. To assure the highest degree of accuracy in recordkeeping, the Acceptable Use Policy ("AUP") will be designed to use a larger sample of transactions than is customary practice and, upon reasonable request of COBSS, but no more frequently than quarterly, HCS shall provide COBSS with records supporting expenditures of COBSS funds made by HCS during the previous quarter. COBSS may request, at its discretion, monthly financial statements, to be delivered not later than the 15th day of the month after the end of the month covered by the financial statements.

7.5. Quarterly Management Report. HCS is responsible for implementing reasonable information and reporting systems for COBSS that will enable COBSS to monitor key areas of business, legal and regulatory compliance and risk in its Schools. HCS will prepare a written management report for presentation at each Board meeting where requested by COBSS with sufficient notice. The report will address academic performance, student enrollment, teaching resources, School activity, legal and regulatory compliance, organizational structure and risk management, providing an overview of what has occurred in each of these areas since the last management report, including any items of concern, improvement or changes in noted items of concern from prior reports, areas needing additional attention or resources from COBSS, steps HCS has taken to control or mitigate any areas of concern, and other detail material or relevant to the Services and COBSS's operations of the School(s). COBSS will be given the opportunity to review and discuss the report with knowledgeable HCS personnel at a Board meeting and to request additional information and follow up, as deemed necessary.

7.6. Marketing Costs and other Expenses. Marketing and development costs, and other expenses, including office expenses and personnel expenses, paid by or charged to COBSS shall be limited to those costs or expenses specific to COBSS and the Services, and shall not include any costs or expenses for HCS or HCS's other clients.

7.7. Availability of Funds. HCS shall only be required to perform its duties and obligations hereunder to the extent that there are sufficient and timely Revenues available to make payments in accordance with the terms of the Annual Budget, unless such budget shortfalls are caused by or arise from HCS's own grossly negligent or intentional acts or omissions.

7.8. HCS's Other Clients. COBSS acknowledges that HCS may have other school and non-school clients. HCS shall maintain separate accounts for each client and shall only charge COBSS for expenses incurred by or on behalf of COBSS.

## 8. Staffing.

8.1. District School Staff. HCS is responsible for hiring, managing, retaining and discharging (as deemed appropriate) all faculty, personnel, contractors, professionals, staff and administrators, whether independent contractors to or employees of HCS or the Schools in conformance with all applicable federal, state, and local laws, regulations, and policies, and this Agreement ("School Staff"). All School Staff shall remain employees or contractors of COBSS for the duration of this Agreement.

8.2. Other Personnel. HCS may from time to time assign a person(s) HCS deems advisable to perform some Services for COBSS in relation to COBSS's School operations. Any such person not School Staff, whether independent contractors to or employees of HCS, assigned to COBSS by HCS, or for whom HCS wishes to be reimbursed by COBSS ("Other Personnel"), must be pre-approved by COBSS, including the total compensation to be paid to such person, prior to assignment by HCS, or no reimbursement will be provided. All of the Other Personnel shall be employees or contractors of HCS.

8.3. Removal or Replacement. Notwithstanding the foregoing, but subject to and in compliance with HCS's contractual obligations and labor and employment agreements, COBSS shall retain the right to request the removal or replacement of any School Staff or Other Personnel assigned to a COBSS School by HCS.

8.4. Compliance; Background Checks; Policies. HCS will conduct initial and updated criminal background checks through the Louisiana Bureau of Criminal Identification and Information prior to employment of any new School Staff or Other Personnel who within the scope of their work will have direct, supervisory or disciplinary authority over students at any School within the scope of their work and/or will handle money, including any such checks that are required by applicable law, including, but not limited to, La. R.S. 15:587.1. HCS is responsible for implementing and administering (i) payroll policies and procedures; (ii) personnel policies and procedures; and (iii) welfare and benefit plans, for all employees or others entitled to be covered by such policies and plans, and those who are assigned to COBSS by HCS.

8.5. HCS Management and Staff. Subject to HCS's unfettered rights with respect to management and structure of its own management and staff, HCS managers shall be employed and paid by HCS, without reimbursement by COBSS for any wages, salaries, bonuses, benefits, workers' compensation insurance premiums, unemployment insurance, payroll taxes, withholdings or other payroll costs.

8.6. Compensation of School Staff and Other Personnel

8.6.1. All Payroll Costs (as defined below) of the School Leadership, Staff, and Other Personnel, whether full-time or part-time, shall be paid by COBSS.

8.6.2. "Payroll Costs" means the total expense of all such School Staffs or Other Personnel's payments, wages, salaries, benefits, workers' compensation insurance premiums, payroll taxes, unemployment insurance, or other payroll costs (not deducted from gross pay), as applicable to the individual in issue.

9. Insurance.

9.1. General Liability Insurance. Each Party shall, at its own expense, maintain general liability insurance, including, without limitation, bodily injury and property damage insuring itself with a minimum of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate limit of liability coverage. Each Party shall provide the other Party with a certificate evidencing such insurance and showing the other Party as an additional insured.

9.1.1. Workers' Compensation Insurance. Each Party shall maintain workers' compensation insurance where required by law to cover their respective employees (if any) and shall provide the other Party with a certificate or certificates of such insurance. The cost of such insurance shall be paid as specified herein.

9.1.2. Automobile Insurance. Each Party shall, at its own expense, maintain comprehensive automobile insurance, insuring itself with a minimum of \$1,000,000.00 combined single certificate evidencing such insurance and showing the other Party as an additional insured.

9.1.3. Cancellation; Subrogation. Each insurance policy required herein shall provide for not less than 10 days written notice to the other Party in the event of cancellation or material change of coverage. To the maximum extent permitted by its insurance policies, each Party, for the benefit of the other Party, waives any and all rights of subrogation which might otherwise exist (and the certificate required herein shall indicate such waiver of subrogation).

10. Indemnification.

Each Party agrees that to the fullest extent permitted by law, it will indemnify, defend, save and hold the other Party, and its directors, officers, employees, agents and other representatives harmless for, from and against any and all manner of loss, cost, expense (including attorneys' fees and other costs and expenses of litigation, defense and appeal), damage, injury, liability, claims, actions and causes of action whatsoever arising from or in any way related to the indemnifying Party's: (i) negligent or willful acts or omissions; (ii) breach of this Agreement; or (iii) operation of its own business.

## 11. Intellectual Property Rights.

11.1. HCS's Materials. In connection with the Services, HCS may furnish COBSS with curriculum, testing, analysis, reports, programs, procedures or other information or materials (collectively, "Materials") that have been or will be authored, originated, discovered and invented by or for HCS and of which HCS is deemed to be the author and originator. The Parties agree that HCS shall have and retain all right, title and interest in and to HCS's Materials that (i) are created on or after April 1, 2025, or (ii) were created prior to April 1, 2025 if and to the extent such Materials were authored, originated, discovered or invented outside the scope of COBSS's operations; and HCS shall have all rights to sell, assign or otherwise transfer any right, title or interest in such HCS' s Materials and all rights to apply for, register, obtain and own any and all copyrights, trademarks, service marks, trade names, patents and/or other exclusive or proprietary registrations or forms of ownership. HCS retains the right to sell any of HCS's Materials, even if HCS's Materials are derivatives, or incorporate any, of COBSS's Materials. In the event COBSS is held, for any reason, to have any right, title or interest in and to any of HCS's Materials, regardless of the media and whether or not copyrighted or copyrightable, trademarked or registerable, patented or patentable, COBSS hereby unconditionally and irrevocably transfers and assigns such right, title and interest in and to HCS as an essential part of the consideration for this Agreement. COBSS further agrees that it shall, within 5 days after receipt of a written request from HCS, execute a written instrument for the purpose of waiving its rights, if any, to attribution for any of HCS's Materials under Section 106A(a) of The Copyright Act of 1976 (17 U.S.C. Sec. 101, 1976) or any succeeding law.

## 12. Termination. In addition to termination provisions that may be set forth in School Appendices, this Agreement may be terminated as follows:

12.1. Agreement. Without further liability to either Party, either Party has the right to terminate the Agreement:

12.1.1. If, at any time, COBSS determines that this Agreement cause COBSS to be in violation of applicable law, COBSS may terminate this Agreement in accordance with this Section 13. COBSS shall give HCS at least ninety (90) days-notice of its intent to terminate the Agreement pursuant to this Section 13. In addition, COBSS shall provide HCS with an analysis as to why such action is necessary. If requested by HCS, COBSS shall meet and confer with HCS not less than

forty-five days prior to termination, to determine whether some other course of action could be taken which might satisfy COBSS's concerns and the parties shall work together in good faith to resolve or satisfy any such concerns before a termination is pursued; or

12.1.2. If a Party is in breach of a material provision of this Agreement and has failed (a) to cure the breach within sixty (60) days of notice ("Cure Period") from the non-breaching Party specifying the breach or (b) to take substantial steps toward a cure within the Cure Period if the breach is incapable of cure within the Cure Period.

12.2. Non-Appropriation Clause. Without further notice and without further liability to either Party, this Agreement, with respect to any individual and School, shall terminate if:

12.2.1. The legislature of the applicable jurisdiction fails to appropriate funds for the operation of that School. In such an event, the obligations of the Parties with respect to the effected School(s) by the non-appropriation shall terminate on the last date that such government funds are appropriated for the operation of that School(s);

12.2.2. The Board of Elementary and Secondary Education and/or Louisiana Department of Education withhold MFP allocation pending Recovery School District takeover; or

12.2.3. The other Party is in breach of a material provision of the Agreement, or a provision of the Agreement that affects only that particular School, and has failed (a) to cure the breach within the Cure Period from the non-breaching Party specifying the breach, or (b) to take substantial steps toward a cure within the Cure Period if the breach is incapable of cure within the Cure Period.

12.3. Automatic Revocation Upon Loss of 501(c)(3) Status of HCS. This Agreement shall automatically terminate thirty (30) days after the revocation of the 501(c)(3) status of HCS by the IRS.

12.4. Breach or termination of this Agreement and services to any particular School shall have no effect on any other Schools serviced hereunder, all of which shall remain in force in accordance with their respective terms.

### 13. Dispute Resolution.

In the event of any disagreement, claim, dispute, controversy or other matter (collectively "**Dispute**") in question between the Parties (including the question of what issues can be mediated and the validity of this Section 14) arising out of, or relating to this Agreement, or any breach of this Agreement, the Parties agree to submit the Dispute first to non-binding mediation and then to arbitration pursuant to Section 14.2.



13.1. Mediation. Any Dispute may be submitted to mediation upon mutual agreement of the Parties prior to arbitration or litigation. If the Parties agree to submit the Dispute to mediation, the Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Baton Rouge, Louisiana, unless the Parties mutually agree to another location. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13.2. Arbitration. In the event **the Parties do not agree to engage in mediation** or if the Dispute is not resolved through mediation, the Parties may agree to submit the Dispute to binding arbitration. If the Parties mutually agree, in writing, to arbitrate such Dispute, the following terms and conditions shall apply to the arbitration:

13.2.1. The Dispute shall be arbitrated in accordance with the Commercial Arbitration Rules of the AAA as then existing, to the extent such rules are not inconsistent with the provisions of this Section 14, but shall not be arbitrated by an AAA tribunal, or administered by the AAA, unless specifically agreed to, in writing, by the Parties. Each of the Parties shall keep all Disputes and arbitration proceedings strictly confidential, except for disclosures of information required by applicable law or regulation.

13.2.2. Notice of the demand for arbitration shall be given in writing to the other Party in the manner provided for notice by Section 16.8. The demand for arbitration shall be made within a reasonable time after the Dispute has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations. Unless otherwise agreed in writing by the Parties, either the Parties or their legal counsel shall, within thirty (30) days following notification of the arbitration, mutually agree upon, qualify and select an arbitrator. In the event the Parties cannot mutually agree on one arbitrator, an arbitration panel, composed of three (3) arbitrators, shall be selected in the following manner: each of the Parties, or their respective legal counsel, as the case may be, shall, within forty (40) days after one Party notifies the other of his, her or its intent to arbitrate a Dispute, each select an arbitrator and the two (2) arbitrators shall, within fifteen (15) days following notification of their selection, select a third arbitrator. In the event either Party fails to timely select an arbitrator, the arbitrator selected by the other Party shall be the sole arbitrator and shall hear the Dispute. In the event each Party selects an arbitrator, and the selected arbitrators cannot decide upon a third arbitrator for the panel, the Parties shall each select a new arbitrator and the two (2) new arbitrators shall, within fifteen (15) days following notification of their selection select a third arbitrator. This process shall be repeated until a panel of three (3) arbitrators is constituted. To qualify to arbitrate any Dispute under this Section 14, the arbitrator must be a licensed attorney in the jurisdiction wherein the proceedings occur, must have practiced law in such jurisdiction for a minimum of ten (10) years and must have a minimum of five (5) years' experience in the area of the law primarily implicated by the Dispute. If the Parties cannot agree on the "primary" area of law implicated, they shall select arbitrators with a minimum of five (5) years' experience in

business and contract law. Once qualified and notified of his or her selection, the arbitrator (or arbitration panel, as applicable) shall hear the Dispute within sixty (60) days and render a written legal opinion and decision, specifying the factual and legal basis for the decision, within twenty (20) days thereafter (or as soon thereafter as is practicable and justified under the circumstances). In the case of an arbitration panel, the opinion of the majority of the arbitrators shall be adopted as the panel's opinion.

13.2.3. Discovery may be conducted either upon mutual consent of the Parties, or by order of the arbitrator upon good cause being shown. In ruling on motions pertaining to discovery, the arbitrator shall consider that the purpose of arbitration is to provide for the efficient and inexpensive resolution of Disputes, and the arbitrator shall limit, expedite or order discovery whenever appropriate to insure that this purpose is preserved. For the purposes of this section, the term "Discovery" shall not limit the absolute right of COBSS to obtain all documents and records held by or in the possession of HCS that are rightfully and properly the property and records of COBSS. The arbitrator shall not have the authority to limit COBSS's access to or use of any property and records of COBSS that may be held by or in the possession of HCS, but the arbitrator does have the authority to order HCS to produce to COBSS all of COBSS's original property and records.

13.2.4. The decision and award rendered by the arbitrator shall be based upon applicable law and judicial precedent and shall be final, conclusive and binding upon each of the Parties. Judgment may be entered upon the arbitrator's decision in accordance with applicable law in a court having jurisdiction thereof. Any such award by the arbitrator shall include recovery by the prevailing Party of the costs and expenses of the proceeding, including reasonable attorneys' fees; provided that, if neither Party prevails, the expenses of arbitration (other than attorneys' fees) shall be borne equally between the Parties. Any such award by the arbitrator shall not include the award of punitive damages in excess of an amount equal to the compensatory damages awarded in the proceeding.

13.3. Litigation. If the parties do not mutually agree, in writing, to submit the Dispute to binding arbitration, either party may bring suit following the arbitration process described above as allowed and contemplated under Section 16.10.

#### 14. Default: Remedies.

14.1. Default. A "Default" is defined as the failure by a Party to observe, comply with or perform any of the terms, covenants or conditions applicable to such Party under this Agreement, where such Party fails to cure such Default within the applicable grace period specified herein, and shall entitle the non-defaulting Party to pursue the remedies set forth in Section 14.2. Specific Defaults and cure periods are set forth below:

14.1.1. The failure by COBSS to make any payment of the Fee or to reimburse any cost or expenses as and when due, where such failure continues for a period of 5 calendar days following notice thereof to COBSS by or on behalf of HCS;

14.1.2. Failure of HCS to perform any of its obligations under Section 4.9 of this Agreement;

14.1.3. The failure by either Party to observe, comply with or perform any obligation under this Agreement, other than those described in Section 15.1.1, where such Default continues for a period of 60 days after written notice thereof by or on behalf of the non-defaulting Party to the defaulting Party; provided, however, that if the nature of the Default is such that more than sixty (60) days are reasonably required for its cure, then it shall not be deemed to be a Default of this Agreement if the defaulting Party commences such cure within said sixty (60)-day period and thereafter diligently prosecutes such cure to completion;

14.1.4. The occurrence of any of the following events: (i) the making by a Party of any general arrangement or assignment for the benefit of creditors; (ii) a Party becomes a "debtor" as defined in 11 U.S. Code Section 101 or any successor statute thereto (unless, in the case of a petition filed against such Party, the same is dismissed within ninety (90) days); (iii) the appointment of a trustee or the judicial appointment of a receiver to take possession of substantially all of a Party's assets, where possession is not restored to such Party within ninety (90) days; or (iv) the attachment, execution or other judicial seizure of substantially all of a Party's assets, where such seizure is not discharged within ninety (90) days; or

14.1.5. Any action by COBSS to remove or otherwise limit the authority or role of Helix Community Schools under COBSS's articles of incorporation or bylaws; or

14.1.6. The failure of COBSS to timely pay any of its obligations associated with the construction, acquisition, equipment or renovation of any facilities whether directly financed or leased,

14.2. Remedies. If either Party defaults hereunder, the non-defaulting Party may, at its option (but without obligation to do so), perform such duty or obligation on the defaulting Party's behalf. The costs and expenses of any such performance shall be due and payable by the defaulting Party to the other Party immediately upon invoice therefor. In the event of a Default of this Agreement by either Party (which is not timely cured), with or without further notice or demand, the non-defaulting Party may pursue any remedy now or hereafter available to such Party under the laws or judicial decisions of the State.

## 15. General Provisions.

15.1. Incorporation of Recitals. Recitals "A" through "D" above are acknowledged by the Parties to be true and correct and are incorporated herein as a material part of this Agreement.

15.2. COBSS Records. Financial, educational and other records pertaining to the Schools, whether or not generated or maintained by HCS, are COBSS property, and such records may be subject to inspection and copying under applicable law. COBSS records will be kept and maintained at each School and/or on COBSS property. The physical location and access to all records of the Schools shall fully comply with the Act and other applicable laws. Upon expiration or earlier termination of this Agreement, HCS shall, within 30 days, turn over to COBSS all COBSS' s records in whatever form (on paper, electronic or otherwise), which shall be retained by COBSS and thereafter maintained by COBSS. HCS may make and keep one copy of all books and records that HCS is permitted to retain under applicable law.

15.2.1. Student Data Privacy: Personally Identifiable Information

- a. HCS shall not allow access to, release, or allow the release of student information to any person or entity except as specified in the agreement, or as required by law.
- b. HCS agrees not to sell, transfer, or process any student information for use in commercial advertising, marketing, or any other commercial purpose, unless otherwise permitted by this agreement, or by federal, state, or local law.
- c. HCS agrees to create and maintain access and access authentication policies for its computer system(s) that ensure only authorized individuals have access to student information. Authorized individuals include those authorized by COBSS and employees or agents of HCS who require access to fulfill the intent of this agreement.
- d. HCS agrees to comply with all federal, state, and local laws and regulations related to privacy compliance standards.
- e. HCS agrees to provide the results of privacy and security audits on its computer systems that may be required by COBSS.
- f. HCS agrees to put in place safeguards on its computer systems against the breach of student information privacy. In the event of a breach of the privacy of student information, HCS agrees to immediately alert COBSS and to work with COBSS to remediate said breach.
- g. HCS agrees to retain and store student information as required by this agreement with COBSS and to delete all student information from its computer

systems upon termination of this agreement. All information removed from Provider's servers upon termination of this agreement will be returned to School.

15.3. Personally Identifiable Information. Under the terms of this Agreement, HCS may be provided with students' "personally identifiable information" as defined in La. R.S. 17:3913(B)(1). Accordingly, HCS shall not allow access to, release, or allow the release of student information to any person or entity except as specified below and must take all steps required by applicable law, including the following:

- i. HCS agrees to protect and maintain the security of data with protecting security measures that include maintain secure environments that are pathed and up to date with all appropriate security updates as designated by a relevant authority.
- ii. HCS agrees that any "personally identifiable information" will be stored, processed, and maintained solely on designated servers and that no such data at any time will be process on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the HCS's designated backup and recovery processes. All servers, storage, backups and network paths utilized in the delivery of the Services shall be the states, districts, and territories of the United States.
- iii. HCS agrees to implement various forms of authentication to establish the identity of the requester of the information with a level of certainty that is commensurate with the sensitivity of the data.
- iv. HCS agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in this Agreement.
- v. HCS agrees that, as required by applicable state and federal law, auditors from state, federal or other agencies so designated by COBSS, shall have the option to audit the outsourced service. Records pertaining to the service shall be made available to auditors and COBSS during normal working hours for this purpose.
- vi. HCS agrees to comply with the Louisiana Database Breach Notification Law (Act 499) and all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. Further, HCS agrees to notify COBSS immediately and assume responsibility for informing all such individuals in

accordance with applicable law and to indemnify, hold harmless and defend COBSS from and against any claims or damages related to a Notification Event.

- vii. HCS agrees that upon termination of this Agreement, it shall return all data to COBSS in a useable electronic form, and erase, destroy, and render unreadable all data HCS may have, and certify in writing that these actions have been completed within thirty (30) days of the termination of this Agreement or within seven (7) days of the request of COBSS, whichever shall come first.
- viii. HCS agrees that unauthorized disclosure of such information may irreparably damage COBSS, 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 protected information shall give COBSS the right to seek injunctive relief to restrain the disclosure, in addition to any other remedy. HCS hereby waives the posting of a bond with respect to any action for injunctive relief. HCS also grants COBSS the right, but not the obligation, to enforce these provisions in HCS's name
- ix. HCS must establish and implement a clear data breach response plan outlining organizational policies and procedures for addressing a potential breach.
- x. HCS agrees that the confidentiality obligations contained herein shall survive termination of this Agreement for a period of fifteen (15) years or for so long as the information remains confidential, whichever is longer.

15.4. No Delegation of Authority. Nothing in this Agreement shall be construed as: (i) delegating to HCS any of the powers or authority of COBSS which are not subject to delegation under all applicable federal, state, and local laws, regulations, and policies; or (ii) interfering with COBSS's duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of COBSS's Schools. Furthermore, notwithstanding any contrary provision contained herein, no provision of this Agreement shall be construed to prohibit COBSS from acting as an independent governing body.

15.5. Statutory Requirements. HCS acknowledges that COBSS must comply with all the financial requirements for its Schools under applicable State law. In addition to the obligations set forth in Section 7, HCS agrees to provide such details and documentation related to HCS's Annual Fee and the Services as are reasonably necessary for COBSS to meet its accounting and reporting obligations. In addition to the rights set forth in Section 7, upon reasonable, written notice, COBSS

and its designees shall have the right to review and audit HCS's books and records as they relate to this Agreement, including the right to make copies.

15.6. Force Majeure. If performance by HCS or COBSS of any of their respective obligations other than the payment of money, under the terms of this Agreement is interrupted or delayed by an act of God, by acts of war, riot, terrorism or civil commotion, by an act of the State, by fire or flood, or by the occurrence of any other event beyond the control of the Parties, the Parties shall be excused from such performance for the same amount of time as such occurrence lasts or such period of time as is reasonably necessary after such occurrence abates for the effect of the occurrence to have dissipated. The Parties agree to act diligently to remedy the cause of any delay subject to this Section 16.6. Each Party shall notify the other Party promptly after any occurrence subject to this Section 16.6 that may affect the Party's performance of its obligations under this Agreement.

15.7. Assignment. Neither Party may assign any of its rights, duties or obligations under this Agreement without the other Party's prior written consent, provided that, HCS may assign all of its rights, duties and obligations to a subsidiary or related organization after providing written notice to COBSS as provided herein.

15.8. HCS's Business Costs. All expenses or obligations incurred by HCS in the operation of its business and its performance of duties hereunder including, without limitation, HCS's business overhead expenses, shall be borne by HCS and COBSS shall have no obligation or liability for any fees, expenses or losses incurred by HCS except as expressly provided herein.

15.9. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed received upon personal delivery (by hand delivery or courier), five (5) days after being sent by registered or certified United States mail, return receipt requested, postage fully prepaid, one day after being sent by a reputable overnight express-mail service, or immediately upon sending if delivered via email. Notices shall be addressed to the respective Party at its address or email address as set forth below, or to such other address or email as each Party shall, from time to time, specify in the manner provided herein.

**Helix Community Schools**

339 Florida Street

Baton Rouge, LA 70801

Attn: Preston J. Castille, Jr.

preston.castille@hleixcommunityschools.org

**City of Baker School System**

14750 Plank Road

Baker, Louisiana 70714

Attn: Monique Butler

Email: [mbutler@bakerschools.org](mailto:mbutler@bakerschools.org)

Attn: James T. Stroder

Email: [jstroder@bakerschools.org](mailto:jstroder@bakerschools.org)

15.10. Severability. To the fullest extent possible, each provision of this Agreement shall be interpreted in such fashion as to be effective and valid under applicable law. If any provision of this Agreement is declared void or unenforceable with respect to particular circumstances, such provision shall remain in full force and effect in all other circumstances. If any provision of this Agreement is declared entirely void or unenforceable, such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect.

15.11. Governing Law. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by, the internal, substantive laws of Louisiana, without reference to any choice-of-law principles or provisions. Suit to enforce any provision of this Agreement or to obtain any remedy with respect hereto shall be brought in a federal or state court of competent jurisdiction in the State of Louisiana; and each Party hereto expressly and irrevocably consents to the jurisdiction of said court

15.12. Successors In Interest. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective successors and assigns of the Parties.

15.13. Time of Essence; Time Periods. Time is of the essence of this Agreement and each and every provision of this Agreement. Any extension of time granted for the performance of any duty under this Agreement shall not be considered an extension of time for the performance of any other duty under this Agreement. Unless expressly stated otherwise, any computation of time periods permitted or required herein stated in "days" shall mean calendar days. "Business day," when so identified, shall mean normal working days, excluding Saturdays, Sundays and federal or State legal holidays. If the time for performance of any obligation due hereunder or the making of any election permitted hereunder is stated in "days" and expires on a Saturday, Sunday or federal or State legal holiday, then the time for performance of such obligation or for the making of any such election shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

15.14. Survival. The provisions of Sections 1.14, 4.4, 5, 8.7.3, 8.7.4, 10, 11, 12, 14, 16.2, 16.17, 16.18, 16.22 and 16.24 shall survive the expiration or termination of this Agreement.

15.15. Waivers. No waiver of any term, covenant or condition hereof shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent violation of the same or any other term, covenant or condition hereof. A Party's consent to or approval of, any act of the other Party shall not be deemed to render unnecessary the obtaining of the applicable Party's consent to, or



approval of, any subsequent or similar act by the other Party, or be construed as the basis of an estoppel to enforce the provision or provisions of this Agreement requiring such consent.

15.16. Consents and Approvals. Except as otherwise expressly provided herein, wherever in this Agreement the consent or approval of a Party is required to an act by or for the other Party, such consent or approval shall not be unreasonably withheld or delayed.

15.17. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

15.18. Attorney's Fees. If attorneys are engaged, or any action is brought, by either Party in respect of its rights under this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, court costs and costs of appeal as determined by the court.

15.19. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of the executed counterparts shall be deemed an original of this Agreement; provided, however, that this Agreement shall not be effective or enforceable unless and until it is executed by each Party.

15.20. Amendments. This Agreement may be amended or modified only in writing, signed by the Parties in interest at the time of the modification.

15.21. No Third Party Rights. No person or entity who is not a Party to this Agreement shall have any right to performance under this Agreement nor shall any person or entity who is not a Party to this Agreement have any right to enforce this Agreement.

15.22. Captions; Interpretation. Captions and headings are for convenience only and shall not alter the interpretation of any provision or be used in construing this Agreement. If the context requires, the use of the singular or plural (including the use of defined terms) shall also refer to the other. The word "including" is not exclusive; if exclusion is intended, the word "comprising" is used instead. The word "or" shall be construed to mean "and/or" unless the context clearly prohibits that construction. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against any Party. Each Party warrants and represents that it has read this Agreement in its entirety, that it understands each and every term and condition hereof, and that it has had ample time to seek the advice of its own legal counsel and other professional advisors before signing this Agreement. Accordingly, any rule of construction to the effect that ambiguities are to be construed against the drafting Party shall not apply to the interpretation of this Agreement or any amendment or exhibit hereof.

15.23. Representative Signatures. Any individual signing in a representative capacity hereby represents and warrants that he or she is duly authorized to execute and deliver this Agreement and

has full authority and power to bind his principal to this Agreement. Each Party shall, upon the execution of this Agreement, deliver to the other Party documents evidencing such authority.

15.24. No Disparagement. During the term of this Agreement and for a period of 2 years thereafter, each Party agrees that neither it, nor its directors, officers, employees or agents, shall defame or disparage the other Party, nor any of the other Party's directors, officers, employees or agents, to any third Party.

15.25. 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, 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.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the dates shown below.

**HELIX COMMUNITY SCHOOLS**

By: \_\_\_\_\_  
Preston J. Castille, Jr., President

\_\_\_\_\_  
Date

**CITY OF BAKER SCHOOL SYSTEM**

By: \_\_\_\_\_  
Monique Butler, President

\_\_\_\_\_  
Date

## **EXHIBIT A**

### **AUTOMATIC RENEWAL PROVISION**

Unless the Operating Agreement is terminated by either party pursuant to any of the clauses contained therein or upon successful approval by July 1, 2025 of HCS's charter application to convert the managed Schools to Type 3 charter schools, this Agreement shall continue through June 30, 2030 subject to HCS's right to terminate such Agreement should the Type 3 charter application not be approved by July 1, 2025. Following the five-year term of this Agreement, the Agreement shall automatically renew annually, unless notice of termination is provided 120 days prior to June 30th of the current year.

## **EXHIBIT B**

### **SCHOOL MANAGEMENT SERVICES**

HCS shall provide the following 3 categories of services for each School. Except as expressly noted in the list of representative services below, expenses related to these Services shall be paid by HCS from HCS's Fee. This Exhibit B may be amended by HCS in writing, with approval by COBSS, from time to time as reasonably determined necessary to facilitate or more accurately describe its services under the Agreement.

**"Management Services"** means and comprises general management services, site management services and supervision of operations.

**"Operational Services"** means and comprises all teaching and academic services and site administrative services (including enrollment, attendance, etc.).

**Types of Payment.** Reasonable costs and expenses associated with goods and services not covered by HCS' s Fee may be paid by the School by either of two methods, as determined by HCS: (1) Such expenses may initially be paid by HCS and then invoiced by HCS to the School for reimbursement to HCS ("**Pass-Through Expense**"). All Pass-Through Expenses are in addition to HCS's Fee; or (2) HCS may direct or submit invoices to COBSS to pay such expenses from the Schools' bank accounts ("**Direct Payment**"). Direct Payments shall be authorized and permitted for any of the Schools' legitimate and ordinary expenses, including, without limitation, utility bills, supplies, building maintenance and repair, equipment maintenance and repair, and all other ordinary or recurring business expenses. All Direct Payments are in addition to and not included in the Services fees and Pass-Through Expenses established in this Agreement.

#### **Management Services**

Site Management. Subject to HCS's right to restructure its management and staff, in its sole and absolute discretion, the typical site management at a school will be comprised of:

1. a Head of School or Principal;
2. an Upper-School Director or Assistant Principal; and
3. a Middle-School Director or Assistant Principal.

Site Management also includes:

1. Overall Management of the School's academic program by the Head of School or Principal;

2. Overall Management of the School by the School Director or Assistant Principal;
3. Overall Management of the School's physical plant and day-to-day operations by the Head of Operations.

The salaries, benefits, and payroll costs of Site Management, Staff, and other Personnel, whether full-time or part-time, at each School are not included in HCS's Fee.

Technology and IT Services:

1. Designing overall technology and IT system and strategy;
2. Assuring alignment of technology purchases with technology strategy;
3. Providing staff training on the technology and IT systems;
4. Designing overall data collection system; selecting and/or creating database systems; assuring compatibility and security of systems;
5. Managing IT staff at all school sites; and
6. Conducting research on future growth of technology and IT services and equipment and implementing changes and improvements.

Costs and expenses of the IT services provided at each School site either by contract or by HCS employees and other direct costs related to technology and IT systems (e.g., computer and other technology repairs, software installation, internet connection maintenance, etc.) are not included in HCS's Fee.

Public Relations:

1. Developing the public-relations strategy for the School;
2. Preparing and distributing press releases for the School;
3. Conducting regular outreach efforts for the School; and
4. Engaging firms for PR services as required.

Costs and expenses for services provided by PR firms are not included in HCS's Fee.

Development:

1. Identifying relevant grant opportunities;
2. Writing and administering of all grants for the School;
3. Managing fundraising for special projects and needs; and
4. Contracting with outside fundraisers and/or providing fundraising staff at each school as required.

Costs and expenses for (i) services provided by outside fundraisers; (ii) expenses for fundraising staff at the Schools; and (iii) fundraising costs including, but not limited to the costs of printing brochures, hosting events and travel, are not included in HCS's Fee.

Other:

1. Negotiating capital equipment purchases and leases for existing sites;
2. Maintaining the School's corporate files and providing support for Board meetings;
3. Preparing State required annual reports for the School;
4. Providing school calendars that meets State requirements;
5. Providing time schedules for each School;
6. Coordinating and supervising building and asset maintenance and repair;
7. Planning staffing levels at each School; and
8. Providing administrative support for COBSS under the direction of the President.

Costs and expenses related to building and asset maintenance and repair are not included in HCS's Fee.

### **Operational Services**

Enrollment and Enrollment Maintenance:

1. Supervising operations related to:
  - Enrollment - registration, waiting-list management and withdrawals
  - Attendance
  - Student Records
2. Creating manuals and timelines for policies and procedures and staff training related to:
  - Enrollment - registration, waiting-list management and withdrawals
  - Attendance
  - Student Records
3. Conducting market analysis (demand for the School's services)
4. Conducting student-retention analysis
5. Preparing periodic enrollment reports for COBSS

SAIS — Student Automatic Information System:

1. Contracting with database-system providers, updating and solving database problems. Costs and expenses relating to contracting for database systems are not included in HCS's Fee.

2. Conducting data-entry training for site staff.
3. Supervising data entry.
4. Supervising data uploads.
5. Reconciling SAIS and School database data.
6. Supervising SAIS legal compliance.

Curriculum:

1. Designing and publishing policies and procedures related to Board-approved Middle School grade promotion and High School graduation requirements.
2. Designing and administering the School's internal syllabi audit system (the audit system includes the curriculum alignment with state standards), managing the system and supervising the process of AP course audits.
3. Designing the School's students' and schools' progress assessment system, managing the system and training the teachers and administrators to use the system.
4. Supervising the administration of required State assessments, including LEAP, etc.

Costs and expenses related to external tests for students including, but not limited to, PSAT, SAT, AP Exams, Cambridge Exams, Latin National Exam, and the costs of external training related to these exams, are not included in HCS's Fee.

Teachers:

1. Conducting teacher recruiting.
2. Conducting in-house, teacher-training programs in subject content, classroom management, assessment design, developmental psychology and federal and State compliance, including special-education compliance.
3. Arranging training by outside experts and coordinating off site individual teacher training and professional development activities.
4. Planning instructional staffing levels.

Costs and expenses related to teacher recruitment paid to third parties and the costs of food, lodging and space rental for teacher training as well as the costs and expenses of training or professional development courses for teachers provided and/or organized by other organizations including, but not limited to, AP course training, AIMS training and Cambridge Exams, are not included in HCS's Fee.

Students:

1. Creating policies and procedures and supervising operations related to:

- Identifying and providing services to "Atypical Learners" (i.e., students that demonstrate atypical learning behavior: a faster or slower pace of learning than the average student);
  - Identifying and providing educational services to students with special needs, in compliance with federal and State laws and regulations, including State-required reporting.
2. Finding, contracting and supervising licensed SPED staff at all school sites.
  3. Supervising data collection and providing relevant data for State monitoring and SPED audits.

Costs and expenses related to services provided to Atypical Learners and SPED services are not included in HCS's Fee.

### **Accounts Payable Services**

#### Accounting

1. Preparing proposed, adopted and adjusted versions of school budgets.
2. Preparing AFRs for all Schools operated by HCS.
3. Submitting budgets and AFRs to ADE as required by applicable law.
4. Coordinating, preparing and providing audit data for annual audits.
5. Recording the School's accounting data.
6. Preparing quarterly financial reports for COBSS.
7. Preparing the School's tax returns.
8. Managing accounts payable and accounts receivable.
9. Maintaining all vendor files.
10. Assuring compliance with GAAP accounting standards.
11. Assuring compliance with existing Bondholder reporting requirements.

#### Unenumerated Services:

HCS is authorized to provide reimbursable services and incur expenses not specifically enumerated above that HCS believes are required to execute HCS's responsibility to manage, oversee and supervise all the operations and activities of the Schools so long as the costs incurred for such services do not exceed two percent (2%) of the authorized budget level for the appropriate category of expense ("Category Cap") or any higher cap set by the Parties. Within 30 days of incurring expenses under this provision in the aggregate amount of the Category Cap or any higher cap set by COBSS, HCS will notify the President of COBSS concerning the details of such expenses.



**Administrative, Instructional and Support Staff Positions**  
**April 1, 2025**

**I. Report of Resignations of Employment**

**II. Report of Retirements**

**III. Report of Appointments**

Brittney Jackson

**IV. Report of Reassignments/Transfers**

Rooney Scott

Jeremy Moses

**V. Report of Sick Leave Request**

**VI. Report of Reduction in workforce**