

**City of Baker School Board
Board Meeting Agenda
Tuesday, May 5, 2026, 6:00 P.M.
School Board Office**

Monique Butler, President – Presiding

“The beautiful thing about learning is that no one can take it away from you.” - B.B. King

A. Meeting Commencement

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

B. Welcome of Visitors

C. Recognitions

1. Best Yard in Baker Winners

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 04-14-2026.
2. Consideration and Approval of Monthly Financials for periods ending 3-31-2026.
3. Consideration and approval of MOU with Helix Community Schools for the administration of Food Services.
4. Consideration and approval of the Cooperative Endeavor Agreement with Future Seed to develop the **Education, Pathways, and Innovation Center (EPIC)** Initiative.
5. Consideration and approval of the lease agreement with Impact for the 2026-2027 school year.

F. Information Items

1. Report from Helix

G. Announcements

1. Date of Next Meeting – June 1, 2026

H. Adjournment (Action)





City of Baker School Board Meeting
April 14, 2026
6:00 pm
MINUTES

The City of Baker School Board held a public meeting beginning at 6:00 p.m. on Tuesday, April 14, 2026.

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. Catrina Blackmore. 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. Blackmore. She will bring the card up to the Board President at the appropriate time. Visitors will be allowed two (2) minutes to speak.

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

Perkins: Present
Profit: Present
Joseph: Present
Butler: Present
Burgess: 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 led by Mrs. Burgess, and the Pledge of Allegiance, led by Mrs. Butler.

Recognitions:

President Butler, announced that Miss SA’Niyah Williams, who was not present will be presented with a plaque for her success at Baker High School for: All District Team.

Approval of Agenda

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

Action Items:

1. Consideration and Approval of Minutes from the School Board Meeting of 03/03/2026.
On motion of Mrs. Burgess seconded by Mrs. Profit, the Board voted to approval the minutes from the School Board Meeting of 03/03/2026. Voting yes: Profit, Butler, Joseph, Perkins, and Burgess. Abstain: None. Voting no: None
2. Consideration and approval of Proposal with Ericksen Krentel for accounting services for the business manager position, and to authorize the Superintendent to sign a letter of engagement.

On motion of Mrs. Burges, seconded by Mrs. Profit, the Board voted to approve the Proposal with Ericksen Krentel for accounting services for the business manager position, and to authorize the Superintendent to sign a letter of engagement. Voting yes: Profit, Butler, and Burges. Voting no: Joseph, Perkins.

3. Consideration and Approval of the Lease Agreement with Impact for the 2026-2027 School Year. (Impact is requesting that the monthly lease term be for 10K/month, reduced from 20K/month)

Dr. Germany, CEO shared that a large sum of money was spent to repair the old building. She stated that approximately \$227,849.14 was spent from July 1st, through Feb 2026, and the total amount that was paid to maintain the building as of today (04/14/2026) is \$349,339.08. Dr. Germany pleaded that the rent be lowered.

On motion of Mrs. Perkins, seconded by Mrs. Joseph, the Board voted to approve the Lease Agreement with Impact for the 2026-2027 School Year. Voting yes: Joseph and Perkins. Voting no: Profit, Burges, and Butler. The motion did not carry.

On motion of Alteen Profit, requesting that the monthly lease term be changed to \$15K/month. The motion was not second by anyone. The motion failed.

Joyce Burges requested that the minutes reflect her reason for voting no on the approval of reducing the rent at Impact Charter. Joyce Burges stated that she respects the good work that is done at Impact, but she stands in protection of the district finances to ensure that the district wins. She stated that the decision she made was very hard and her message comes from her heart, but she stands as an elected member of the board, and she pray that Dr. Germany can continue to do what she is doing at Impact, and she thanked her for listening.

F. Information Items

1. Report from Helix

- Charita Sellers shared updates from Helix Community Schools. She mentioned that LEAP testing will start on April 21st and she shared the 2026-2027 draft of the school's calendar.

G. Announcements:

- Joyce Burges talked about the law of the Ten Commandments and shared that it is mandatory that posters are posted in classrooms. She also mentioned that the Governor of Louisiana supplied the posters that were sent to Park Ridge Achievement Academy and Baker High School, for every classroom.

Date of next meeting: May 5, 2026

H. Adjournment (Action)

On motion of Mrs. Profit seconded by Mrs. Burges, the Board voted to adjourn the meeting at 6:55 pm.

Voting yes: Profit, Butler, Joseph, Perkins, and Burges. Voting no: None.

CITY OF BAKER SCHOOL BOARD

Financial Report Summaries Including Budget to Actual Comparisons for Period Ending March 31, 2026

| GENERAL FUND | | | |
|---|--|---|------------------------------------|
| Description | 2025-2026 Approved Revenues/ Expenditures | 2025-2026 YTD Revenues/ Expenditures | Percentage % Change |
| Revenues | | | |
| Ad Valorem Taxes | \$ 2,785,667 | \$ 2,865,131 | 2.85% |
| Sales and Use Taxes | 4,975,800 | 2,746,104 | -44.81% |
| Minimum Foundation Program Funding | 7,851,471 | 3,364,668 | -57.15% |
| State Shared Revenue | 44,500 | 14,540 | -67.33% |
| Local | 1,000 | 992 | -0.80% |
| State Grants | 25,000 | 275,751 | 1003.00% |
| Facility Lease - Harding Street | 240,000 | 120,000 | -50.00% |
| Facility Lease - 3200 Groom Road | 569,420 | - | -100.00% |
| Interest Income | 30,000 | 20,629 | -31.24% |
| Reimbursement from Charter Operator for Retiree Health Insurance Costs | 350,000 | - | -100.00% |
| Reimbursement from Charter Operator for Salaries and Benefits for LSERS | 706,946 | - | -100.00% |
| Indirect Costs | 33,000 | - | -100.00% |
| Other Income | 119,000 | - | -100.00% |
| Total Revenues | 17,731,804 | 9,407,815 | -46.94% |
| Expenditures | | | |
| Instruction: | | | |
| Regular Program | 495,000 | 137,602 | -72.20% |
| Special Education Program | - | 3,536 | 0.00% |
| Vocational Education Programs | - | - | 0.00% |
| Other Instructional Programs | - | - | 0.00% |
| Total Instruction | 495,000 | 141,138 | -71.49% |
| Support Services: | | | |
| Pupil Support Services | - | 7,319 | 0.00% |
| Instructional Staff Services | - | 2,612 | 0.00% |
| General Administration | 790,184 | 557,837 | -29.40% |
| School Administration | - | 17,210 | 0.00% |
| Business Services | 101,630 | 132,034 | 29.92% |
| Operations and Maintenance of Plant Services | 276,835 | 555,430 | 100.64% |
| Student Transportation Services | 520,110 | 302,221 | -41.89% |
| Central Services | - | - | 0.00% |
| Facilities Acquisition and Construction Services | 195,000 | 110,434 | -43.37% |
| Debt Service | 669,716 | 146,523 | -78.12% |
| Total Support Services | 2,553,475 | 1,831,620 | -28.27% |
| Total Expenditures | 3,048,475 | 1,972,758 | -35.29% |
| Transfers Out | | | |
| Transfer to Charter Schools | 12,398,939 | 8,884,718 | -28.34% |
| USDA SFS Match | 10,234 | - | -100.00% |
| Local Revenue Charter School Transfers Tpye 2, 5 | 2,965,410 | - | -100.00% |
| Total Transfers Out | 15,374,583 | 8,884,718 | -42.21% |
| Total Change in Fund Balance | \$ (691,254) | \$ (1,449,661) | |

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BAKER SCHOOL SYSTEM
AND HCS BATON ROUGE**

This Memorandum of Understanding (“MOU”) is entered into this ____ day of _____, 2026, by and between the City of Baker School System (“District”) and HCS Baton Rouge (“Helix”)(each a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, effective July 1, 2025, the District authorized the conversion and operation of Baker High School and Park Ridge Achievement Academy (collectively, the “Schools”) as Type 3 charter schools pursuant to La. R.S. § 17:3991 *et seq.* and executed separate charter contracts with Helix for each School (each, as amended, a “Charter Contract”);

WHEREAS, Section 2 of each Charter Contract provides that Helix, as the Charter Operator, shall administer food services for its respective School;

WHEREAS, Helix has been established as the School Food Authority (“SFA”) for the Schools under the National School Lunch Program (“NSLP”) and related child nutrition programs administered by the Louisiana Department of Education (“LDOE”) and the United States Department of Agriculture (“USDA”); and

WHEREAS, the Parties desire to memorialize the roles and responsibilities of the District and Helix with respect to the administration of food services at the Schools.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. Purpose and Scope

1.1. This MOU provides clarity regarding the allocation of responsibilities between the District and Helix with respect to the administration of food services at the Schools for purposes of federal and state oversight.

2. Helix as School Food Authority

2.1. Helix is the School Food Authority for the Schools under the NSLP and all related child nutrition programs.

2.2. In that capacity, Helix is responsible for the following, consistent with applicable federal and state law and the Charter Contracts:

- Planning, procurement, preparation, and service of meals at the Schools;
- Obtaining and maintaining all health permits, inspections, and operational approvals required by the Louisiana Department of Health and applicable local health authorities for each food service site;
- Maintaining compliance with USDA and LDOE child nutrition program requirements, including meal pattern, eligibility, point-of-service counting and claiming, and recordkeeping requirements;

- Preparing, submitting, and certifying meal reimbursement claims to LDOE and receiving the associated reimbursements directly;
- Retaining financial accountability for any claim that is disallowed, reduced, or required to be repaid as a result of Helix’s administration of food services; and
- Maintaining required books, records, and supporting documentation for food service operations in accordance with applicable federal and state retention schedules.

3. District as Chartering Authority

- 3.1. The District’s role with respect to food services at the Schools is limited to its role as the chartering authority under the Charter Contracts and applicable law. The District is not the SFA for the Schools and does not submit NSLP reimbursement claims or receive reimbursements for meals served at the Schools, during the pendency of the current Charter Agreements with HCS.
- 3.2. Consistent with its authorizer role, the District may request documentation from Helix confirming the status of health permits, inspections, and food service compliance at the Schools, and Helix will provide requested information. The District may further coordinate with Helix in responding to inquiries from LDOE, USDA, or other regulatory authorities regarding the Schools’ food service operations.

4. Cooperation and Information Sharing

- 4.1. Helix shall provide the District with copies of current health permits and most recent inspection reports for each food service site upon request and shall promptly notify the District of any written notice of material noncompliance received from LDOE, USDA, or a health authority concerning food services at the Schools.
- 4.2. The District shall promptly forward to Helix any communication it receives from LDOE, USDA, or any other authority concerning food services at the Schools.
- 4.3. The Parties shall cooperate in good faith to respond to regulatory inquiries concerning the Schools’ food service programs.

5. Term; Amendment; Termination

- 5.1. This MOU shall become effective upon execution by both Parties and shall remain in effect concurrently with the Charter Contracts.
- 5.2. This MOU may be amended only by a written instrument signed by authorized representatives of both Parties.

6. Miscellaneous

- 6.1. **Governing Law.** This MOU shall be governed by and construed in accordance with the laws of the State of Louisiana.
- 6.2. **Notices.** All notices under this MOU shall be in writing and delivered to the authorized representative of each Party identified below, or such other representative as a Party may designate in writing.
- 6.3. **Entire Agreement.** Together with the Charter Contracts, this MOU constitutes the entire understanding of the Parties regarding the subject matter hereof and supersedes any prior understandings, whether written or oral, on the matters set forth herein.
- 6.4. **Counterparts; Electronic Signatures.** This MOU may be executed in counterparts and by electronic signature, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the date first written above.

CITY OF BAKER SCHOOL SYSTEM

By: _____
Board President

Date

HCS BATON ROUGE

By: _____
Authorized Representative

Date



☎ 225-681-3969
✉ futureseedla@gmail.com
📍 futureseedla.org
📱📷 futureseedla

City of Baker School System
14750 Plank Road
Baker, LA 70714

Date: May 5, 2026

Re: Request for Approval – Cooperative Endeavor Agreement (CEA) for EPIC Initiative

Dear Superintendent and Board Members,

I respectfully submit for your consideration and approval the Cooperative Endeavor Agreement (CEA) between the City of Baker School System (CoBSS) and Future Seed, Inc. for the advancement of the **EPIC – Education, Pathways, and Innovation Center** Initiative, a Future Seed-led community development initiative.

EPIC is a community-centered initiative designed to expand access to safe, structured, and purpose-driven environments that support youth development, workforce readiness, and community engagement. The initiative will provide afterschool programming, mentorship opportunities, and industry-aligned certification pathways in areas such as healthcare, technology, hospitality, and entrepreneurship.

The proposed CEA establishes a non-exclusive framework for collaboration and planning between CoBSS and Future Seed. This agreement is intended solely to support exploration, facility assessment, and program development activities and does not establish facility control, tenancy rights, or exclusivity over any specific site, including Bakerfield Elementary School.

Specifically, this agreement:

- Defines roles and responsibilities between CoBSS (facility owner and access partner) and Future Seed (program developer and operator)
- Authorizes limited, coordinated access to identified facilities for walkthroughs, assessment, and planning purposes
- Supports the joint identification and pursuit of funding opportunities for both potential facility improvements and programming initiatives
- Establishes a phased approach beginning with planning, due diligence, and feasibility review

It is further understood that this agreement does not constitute a lease, occupancy agreement, financial obligation, or long-term commitment by the City of Baker School System. Any future lease, occupancy, or site-specific agreement would be presented separately for Board consideration following facility assessment, mutual agreement, and demonstrated program alignment.

Approval of this CEA will allow both parties to proceed with responsible planning, stakeholder engagement, and funding alignment while maintaining appropriate governance, transparency, and flexibility in determining future site use.

EPIC is designed to serve youth and families across Baker, Zachary, Scotlandville, and surrounding communities by expanding access to workforce development pathways and community-based learning opportunities through strategic partnerships.

Thank you for your time, leadership, and consideration. I welcome any questions and look forward to continued collaboration.

Respectfully submitted,

Dr. Toni L. Jackson
Executive Director, Future Seed

COOPERATIVE ENDEAVOR AGREEMENT (CEA)

Education, Pathways, and Innovation Center (EPIC) Initiative

Parties

City of Baker School System (CoBSS)

Public school system and owner of the initially proposed EPIC facility
("CoBSS" or "Lessor")

Future Seed, Inc.

Nonprofit organization and proposed program operator
("Future Seed" or "Partner")

Effective Date

May 5, 2026

Initial Term

This Cooperative Endeavor Agreement shall have an initial term of **two (2) years**, subject to extension or transition into subsequent agreements upon mutual written consent of the Parties.

1. Purpose

The purpose of this Cooperative Endeavor Agreement is to establish a collaborative framework between CoBSS and Future Seed to explore, plan, and develop the **Education, Pathways, and Innovation Center (EPIC)** Initiative, with Bakerfield Elementary School identified as the initially proposed site, subject to facility inspection, environmental review, structural assessment, financial feasibility, and mutual written approval by both Parties..

This agreement is intended to:

- Support the adaptive reuse of an underutilized public facility for community benefit
- Promote youth development, workforce readiness, entrepreneurship, and civic engagement
- Establish a structured partnership for planning, programming, and phased activation
- Identify and pursue appropriate funding opportunities aligned with project goals

This agreement reflects a shared intent to collaborate and does not constitute a lease or transfer of property rights.

Confidentiality Notice:

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2. Facility Access and Evaluation (Exploratory Phase)

CoBSS agrees to grant Future Seed limited and scheduled access to Bakerfield Elementary School for the purpose of:

- Facility walkthroughs and assessments
- Program planning and space utilization analysis
- Community engagement and feasibility review activities

Access shall be coordinated in advance with CoBSS administration.

Future Seed shall not undertake structural modifications or permanent alterations without prior written approval from CoBSS. Access for exploratory purposes shall not be construed as confirmation of long-term occupancy, lease commitment, or final site approval.

3. Phased Development Framework

The Parties agree to collaborate on a three-phase conceptual framework:

Phase 1 - Assessment & Activation Planning

- Facility walkthrough and condition assessment
- Identification of priority spaces for programming
- Launch planning for youth and community programming
- Development of operational and funding roadmap

Phase 2 - Program Implementation Planning

- Expansion of programming design (youth, workforce, entrepreneurship)
- Development of partnerships with community and regional stakeholders
- Identification of funding sources for program and facility support

Phase 3 - Long-Term Partnership Development

- Evaluation of facility readiness for expanded programming use
 - Consideration of long-term occupancy or lease agreement (if mutually agreed)
 - Expansion of regional programming and economic development initiatives
-

4. Roles and Responsibilities

City of Baker School System (CoBSS)

CoBSS shall:

- Retain full ownership and control of the facility
- Provide reasonable access for assessment and planning activities
- Support coordination related to facility review and safety compliance
- Participate in identifying applicable funding opportunities for facility improvement when appropriate

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Future Seed, Inc.

Future Seed shall:

- Lead program design and community engagement planning
 - Conduct assessment of programming needs and facility utilization
 - Coordinate grant writing and fundraising efforts for programming and operations
 - Provide updates and reports related to planning progress and community engagement activities
 - Ensure all activities comply with CoBSS policies and applicable regulations
-

5. Funding Collaboration Framework

The Parties acknowledge that funding sources may vary based on purpose and eligibility.

Potential funding streams may include:

Facility Improvements (CoBSS-led eligibility)

- State Capital Outlay programs (as applicable)
- Local or municipal capital funding
- Federal or state infrastructure-related grants (when eligible)
- Private or philanthropic capital improvement funding

Programming & Operations (Future Seed-led eligibility)

- Local, state, and federal programmatic grants
- Private foundation funding
- Corporate sponsorships and partnerships
- Earned revenue from approved programming activities
- Community-based fundraising initiatives

Nothing in this agreement guarantees funding approval or allocation.

6. Reporting and Communication

Future Seed shall provide periodic updates to CoBSS, including:

- Quarterly progress updates on planning and engagement activities
- Summary reports of programming development efforts
- Updates on funding applications and partnership development

An annual joint review meeting may be held to assess progress and determine next steps.

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7. Due Diligence Requirement

Prior to consideration of any long-term occupancy agreement or lease arrangement, the Parties agree that:

- A full interior walkthrough shall be conducted
- A facility condition assessment may be completed (if approved by CoBSS)
- Programmatic space planning shall be reviewed jointly
- Cost and feasibility analysis shall inform any future agreement discussions

Should Bakerfield Elementary be deemed unsuitable following inspection, environmental review, structural assessment, or financial feasibility analysis, the Parties may mutually identify and designate an alternative location without requiring full renegotiation of this Agreement.

8. Non-Binding Future Occupancy Considerations

The Parties acknowledge that any future lease agreement, occupancy agreement, or cost-sharing arrangement shall be:

- Negotiated separately
 - Subject to mutual written agreement
 - Based on findings from the due diligence phase
 - Not guaranteed by this Cooperative Endeavor Agreement
-

9. Reporting and Collaboration Review

An annual review meeting shall be conducted between the Parties to evaluate:

- Program development progress
 - Community engagement outcomes
 - Funding alignment and opportunities
 - Readiness for potential Phase 3 advancement
-

10. Termination

Either Party may terminate this Agreement with 90 days written notice.

Upon termination:

- Access to the facility shall cease
 - Any materials or improvements shall be addressed in accordance with CoBSS policy
 - Ongoing obligations under grant-funded activities shall be honored where applicable
-

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11. Dispute Resolution

Any disputes arising under this Agreement shall first be addressed through good-faith negotiation. If unresolved, the Parties may proceed to mediation prior to any legal action.

12. Intellectual Property and Initiative Ownership

The Education, Pathways, and Innovation Center (EPIC) Initiative, including its name, concept development, program framework, branding, strategic design, and associated intellectual property, is the original creation and proprietary initiative of Future Seed, Inc.

Nothing in this Agreement shall be construed as a transfer of ownership, assignment of intellectual property rights, or authorization for independent use of the EPIC name, branding, or program model by CoBSS or any third party without the prior written consent of Future Seed, Inc.

Future Seed retains sole ownership of all materials, program models, strategic plans, branding assets, and proprietary documents developed in connection with the EPIC Initiative unless otherwise agreed to in writing by both Parties.

13. Miscellaneous

- This Agreement represents a framework for collaboration and planning
- It does not transfer ownership or leasehold interest
- It may be amended only by written agreement of both Parties

Signatures

| Party | Name & Title | Date | Signature |
|-------------------|--|-------|-----------|
| CoBSS | James T. Stroder Superintendent | _____ | _____ |
| Future Seed, Inc. | Dr. Toni Jackson Executive Director | _____ | _____ |

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EPIC - Education, Pathways, and Innovation Center

Funding Pathways Overview

Purpose

This document provides a high-level overview of potential funding pathways to support the development and sustainability of the **EPIC - Education, Pathways, and Innovation Center Initiative**.

EPIC is a Future Seed-led initiative designed to operate through a phased, non-site-exclusive model that allows programming and funding development to occur while facility assessment and long-term site decisions remain ongoing.

EPIC utilizes a blended funding model that separates:

- Facility / capital improvements (CoBSS-led eligibility)
 - Programming and operations (Future Seed-led eligibility)
-

1. Facility & Capital Improvement Funding Pathways (CoBSS Lead)

These funding sources may support physical upgrades, renovation, and infrastructure improvements at potentially identified facilities, including Bakerfield Elementary School, subject to final assessment, approval, and any future site-specific agreements.

Primary State Pathway

- State Capital Outlay Program (Louisiana Division of Administration)
 - Major renovations and facility modernization
 - Public infrastructure improvements tied to education and community use

Additional Potential Sources

- Local or municipal capital improvement funds
 - Legislative appropriations (district-level capital requests)
 - Federal infrastructure-related education grants (when applicable)
 - Public-private partnership contributions for facility enhancements
 - Foundation or philanthropic capital grants
-

2. Programming & Operations Funding Pathways (Future Seed Lead)

These funding sources support staffing, programming, services, and community engagement activities delivered through EPIC.

Importantly, programming is not dependent on any single facility location and may be activated in approved or partner-provided spaces following execution of the Cooperative Endeavor Agreement and applicable site access approvals.

Early programming may begin within 30-60 days of CEA approval, depending on facility access and readiness.

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Workforce & Education Development

- Louisiana Workforce Commission programs
 - Youth employment and training initiatives
 - Career pathway and certification programs
-

Community & Economic Development

- Louisiana Office of Community Development (CDBG-related programs)
 - U.S. Economic Development Administration (regional development support)
 - Local economic development initiatives and partnerships
-

Education & Innovation

- Louisiana Board of Regents workforce pipeline initiatives
 - Federal education and enrichment grants (U.S. Department of Education)
 - STEM, innovation, and after-school programming grants
-

Private & Earned Revenue

- Corporate sponsorships and partnerships
 - Private foundation grants
 - Program fees and service-based revenue
 - Community events and approved facility usage opportunities
 - Community fundraising initiatives
-

3. Federal-Aligned Flow-Through Opportunities

Some federal funding streams are accessed through state or local partners and may support both facility and program components depending on eligibility:

- U.S. Department of Housing and Urban Development (HUD) community development programs
 - U.S. Economic Development Administration (EDA) regional innovation funding
 - U.S. Department of Education enrichment and workforce-aligned grants
-

4. Key Funding Principle

Funding eligibility is determined by:

- Project classification (capital vs. programmatic)
- Grant or appropriation structure
- Applicant eligibility (CoBSS, Future Seed, or joint partnership)
- Alignment with workforce, education, youth development, and community revitalization priorities
- Approved site access and program implementation conditions

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EPIC is intentionally structured as a non-site-exclusive initiative, allowing programming and funding development to proceed independently of any single facility selection or long-term occupancy agreement.

5. Strategic Funding Approach for EPIC

EPIC is positioned as a multi-purpose regional asset designed to serve **Baker, Zachary, Scotlandville, and surrounding communities** by aligning with:

- Workforce development and career readiness
- Youth engagement and violence prevention strategies
- Community revitalization and public asset activation
- Entrepreneurship and small business development
- Economic mobility and skills-based training pathways

This positioning enables EPIC to pursue multiple funding streams simultaneously, increasing sustainability while maintaining flexibility in site selection and phased implementation.

6. Implementation & Activation Alignment

EPIC's funding strategy aligns with a phased, flexible implementation model:

- **0-60 Days Post-CEA Approval:** Initial programming activation and partner engagement (non-site-exclusive where applicable)
 - **60-90 Days:** Expansion of workforce and certification-aligned programming
 - **Post-Facility Assessment:** Identification of optimal facility alignment for expanded programming
 - **Long-Term Phase:** Scaling of EPIC ecosystem based on approved site(s), partnerships, and infrastructure readiness
-

7. Next Step Alignment

- Identify priority funding pathways aligned to early activation phase
 - Coordinate joint pursuit of capital and programmatic funding opportunities
 - Maintain flexibility in site selection while conducting facility assessments
 - Begin early-stage grant writing and legislative engagement strategy
 - Support phased programming rollout independent of any single facility commitment
-

Closing Statement

EPIC is designed as a layered, flexible funding model that leverages public capital investment and diversified program funding to activate a long-term, scalable ecosystem of workforce development, youth engagement, and community innovation—without requiring commitment to any single facility during the planning and activation phase.

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Sowing Today. Shaping Tomorrow.

BOARD HANDOUT SUMMARY
REQUEST: COOPERATIVE ENDEAVOR
AGREEMENT (CEA)
Future Seed – EPIC Initiative

ORGANIZATION OVERVIEW

FUTURE SEED

Future Seed is a nonprofit organization grounded in **four core pillars** that guide all programming and community impact.



EDUCATION



MENTORSHIP



HEALTH & WELLNESS



ECONOMIC EMPOWERMENT



PURPOSE OF REQUEST

Future Seed respectfully requests authorization for the administration and legal counsel to enter into a **Cooperative Endeavor Agreement (CEA)** with the City of Baker School System for the development of **EPIC – Education, Pathways, & Innovation Center**.

This request is solely for a **CEA**, which enables structured planning, feasibility assessment, and partnership development.



It is **NOT** a request for **lease approval**, long-term **occupancy terms**, or financial **commitments** at this stage.

EPIC | EDUCATION, PATHWAYS, & INNOVATION CENTER

The place-based extension of Future Seed's mission. EPIC operationalizes our four pillars by delivering programs and services in a structured, community-driven environment that empowers youth and adults through partnerships with schools, colleges, and industry.

EDUCATION

BUILDING KNOWLEDGE. BUILDING CONFIDENCE.

- Workshops & Seminars
- Financial Literacy
- Health Education
- Life Skills
- Community-Based Instruction

PATHWAYS

CREATING ROUTES TO OPPORTUNITY.

- Certifications (HVAC, Healthcare, Culinary Arts, and more)
- Apprenticeships
- Industry Training Programs
- Hands-On Workforce Development
- Workforce Readiness Pipelines

INNOVATION

IGNITING IDEAS. DRIVING IMPACT.

- Entrepreneurship
- Business Incubation
- Applied Learning
- Industry Partnerships
- Real-World Problem Solving

TOGETHER, THESE THREE PILLARS CREATE A COMPREHENSIVE ECOSYSTEM THAT **EXPANDS OPPORTUNITY, STRENGTHENS WORKFORCE READINESS, AND SUPPORTS LONG-TERM COMMUNITY AND ECONOMIC DEVELOPMENT.**

WHY A COOPERATIVE ENDEAVOR AGREEMENT?

The CEA is requested to:



Establish a **structured legal framework** for collaboration



Evaluate **facility feasibility** and readiness



Define **roles, responsibilities, and expectations**



Ensure **alignment with public purpose** requirements



Guide **decision-making** before any operational commitments

PHASED DEVELOPMENT APPROACH

1

PLANNING & ASSESSMENT



- Facility Evaluation
- Infrastructure Review
- Feasibility Study
- Program Planning

2

DEVELOPMENT & PARTNERSHIPS



- Renovation Coordination
- Program Structure Development
- Partnership Engagement (Colleges, Employers, Providers)

3

IMPLEMENTATION



- Program Launch
- Workforce & Education Delivery
- Grant-Supported & Partner-Supported Operations

GOVERNANCE & ACCOUNTABILITY



This initiative will include:

- Structured Oversight
- Measurable Outcomes
- Legal Compliance Review
- Transparent Reporting Expectations
- Alignment with Public Purpose Standards



APPROVE THE INITIATION OF A COOPERATIVE ENDEAVOR AGREEMENT TO ALLOW STRUCTURED PLANNING AND FEASIBILITY WORK TO PROCEED FOR THE EPIC INITIATIVE.



OUTCOME GOAL: To determine the viability of transforming an underutilized public asset into a workforce, education, and innovation hub that expands opportunity for youth and adults across the community.

COMMERCIAL LEASE AGREEMENT

THIS LEASE, dated the 4TH day of June, 2025, by and between City of Baker School System (hereinafter "LESSOR") and Board of Directors of Education Explosion, Inc. d/b/a Impact Charter School (hereinafter "LESSEE").

WITNESSETH:

LEASED PREMISES: In consideration of the rental stated herein and their mutual covenants, LESSOR leases to LESSEE and LESSEE leases from LESSOR, on the terms and conditions herein, the following described premises: 3750 Harding Street Baker, LA 70714 (See Exhibit A.)

1. **TERM:** The term of this lease is 11 months commencing July 31, 2025, and expiring June 30, 2026.
2. **RESERVED.**
3. **RENTAL:** LESSEE agrees to pay to LESSOR, without deduction, set off, prior notice, or demand, rental during said term, payable on the first day of each month in advance monthly installments. The rental amount of \$20,000.00 Dollars per month.

Monthly installment shall be due and payable on or before the first day of each calendar month succeeding the Commencement Date during the demised term. LESSEE will also pay monthly its pro rata share of property taxes, insurance, and CAM outlined herein.

All rentals due under this lease are payable to the order of City of Baker School System and delivered to LESSOR at 14750 Plank Road, Baker, LA 70714 or as LESSOR or its successor representative may hereafter from time to time designate in writing.

4. **RESERVED.**
5. **PURPOSE & USE:** LESSEE shall occupy the Leased Premises throughout the full term of the lease, and the principal business to be conducted is described as a school but for no other purpose that is illegal nor in any manner creating a nuisance or trespass. Neither sidewalks nor loading docks nor any other outside area shall be used for sale, storage or display in any manner whatsoever. LESSEE agrees to comply with (and to indemnify LESSOR from any violation of) all laws or ordinances relative to LESSEE's use of the Leased Premises.
6. **COMPLIANCE WITH LAWS & REGULATIONS:** LESSEE shall at its own cost and expense obtain any and all licenses and permits necessary of any such use. LESSEE shall comply with all governmental laws, ordinances and regulations applicable to the use of the Leased Premises, and shall promptly comply with *all* governmental orders and directives for the corrections, preventions and abatement of nuisances in, upon, or connected with Leased Premises, all at LESSEE'S sole expense. Without LESSOR'S prior written consent LESSEE shall not receive, store or otherwise handle any product, material or merchandise

which is explosive or highly flammable, or considered to be a Hazardous Material (see "Hazardous Materials" below). LESSEE will not permit the Leased Premises to be used for any purpose or in any manner which would render the insurance thereon void or the insurance risk more hazardous.

7. **HAZARDOUS MATERIALS:** As used in this Lease, the term, "Hazardous Material" means any flammable item, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances", "hazardous waste", "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation petroleum-based products, paints, solvents lead cyanide, DOT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. LESSEE shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Leased Premises by LESSEE, its agents, employees, contractors, sublessees or invitees without the prior written consent of LESSOR.

LESSOR shall be entitled to take into account such other factors or facts as LESSOR may reasonably determine to be relevant in determining whether to grant or withhold consent to LESSEE'S proposed activity with respect to Hazardous Material. In no event, however, shall LESSOR be required to consent to the installation or use of any storage tanks on the Property.

8. **ACCEPTANCE OF PREMISES CONDITION & SUITABILITY.** LESSEE hereby accepts the Leased Premises in its existing condition (except as provided in Section 10 and 11) and assumes responsibility for the condition of the Leased Premises. Any improvements or alterations desired by LESSEE shall be at LESSEE'S cost, with LESSOR'S prior written approval, except as hereinafter provided.

9. **RESERVED.**

10. **ALTERATIONS:** All alterations, replacements and improvements made upon the Leased Premises during the lease including lighting, electrical wiring, office partitions, all heating and air conditioning, shall be done only with the prior express written consent of LESSOR and shall become the property of LESSOR upon the expiration of the lease. However, those certain trade fixtures, machinery and equipment installed by LESSEE solely for use in his business shall remain the property of LESSEE; such trade fixtures, machinery and equipment installed by LESSEE shall be removed at the expiration date of the lease, provided the lease not then be in default, and provided the premises are returned to the same condition as when let, ordinary wear and tear excepted; in the event LESSEE fails to remove any such fixtures, machinery or equipment installed by it, LESSOR may at their option and at LESSEE'S expense demolish, remove and dispose of all such items or may retain as property of LESSOR without reimbursement to LESSEE. LESSEE undertakes

that no lien privilege or claim of any kind shall rest against the Leased Premises from any repairs, alterations additions, or improvements, or from the construction of any building or buildings; and agree to furnish, at its own cost, to LESSOR, upon LESSOR'S request therefor, the bond of a responsible surety company, qualified to do business in the State of Louisiana, and reasonably acceptable to LESSOR, conditioned to hold LESSOR and the Leased Premises harmless against any such lien, privilege, or claim, said bond to be for an amount equal to the estimated cost of such construction, restoration, alterations, additions or improvements. No consent of LESSOR for LESSEE to make improvements or repairs to the premises shall be deemed to permit LESSOR'S interest to become subject to labor or material liens and privileges. All of LESSEE'S work will be performed by a licensed professional and will adhere to all applicable codes.

11. **LESSEE'S SIGNS & SIGN REMOVAL:** Unless otherwise agreed in this lease, LESSEE shall not be permitted to place any signs on the Leased Premises without LESSOR'S prior written approval, such approval shall not be unreasonably withheld. Upon termination of this lease, LESSEE shall remove any sign, advertisement or notice painted on or affixed to the leased premises and restore the place it occupied to the condition in which it existed as of the date of this lease. Upon LESSEE'S failure to do so, LESSOR may do so at LESSEE'S expense.
12. **UTILITIES:** All utility charges on the Leased Premises, beginning from the effective date of this Agreement, shall be paid by LESSEE, including cost of electricity, water, gas (if applicable), garbage pickup, pest control, sewer and any special fees. In the event the Leased Premises constitute a portion of a multiple occupancy building and a utility is not separately metered, LESSEE will pay a proportionate share of the cost for that utility, such share calculated on the basis of the space occupied by LESSEE as compared to the entire rentable space contained in the building.
13. **MAINTENANCE AND REPAIR BY LESSEE:** LESSEE will at LESSEE'S sole expense keep and maintain in good repair the entire Leased Premises including without limitation interior walls, floors, ceilings, ducts, utilities, air conditioning, heating and lighting and plumbing and also including any loading dock(s) and any parking area exclusively used by LESSEE.

It is specifically acknowledged that safety and replacement of the plate glass is LESSEE'S responsibility, as well as keeping pipes from freezing in the winter.

LESSEE shall immediately repair any damages caused by LESSEE. LESSEE shall also maintain a high degree of neatness and cleanliness. If LESSEE does not correct the damages and/or clean the Leased Premises within five (5) days of written notification by LESSOR, LESSOR may proceed with repairs and/or clean-up at LESSEE's expense.

LESSEE agrees not to store merchandise or leave trash outside the Leased Premises. All trash shall be kept in containers. Should LESSEE be in default in the requirements of this provision, LESSOR may, after notice to LESSEE, remedy such default at LESSEE'S

expense, and such expense shall be treated as additional rental due under this lease by LESSEE.

LESSEE shall at all times during the full term of this lease and during the full term of any extensions, holdovers or other rental agreements, carry and maintain at its own cost and expense a maintenance contract with a reputable heating and air conditioning company. Said contract shall provide for the quarterly maintenance of the heating and air conditioning system and such contract may remain in the possession of the LESSEE, provided that LESSEE furnish satisfactory evidence of such contract to LESSOR, or its agent if so designated.

14. **MAINTENANCE AND REPAIR BY LESSOR:** LESSOR shall be responsible only to maintain and perform repairs to the roof, foundations, and outside walls (not including doors and floors) of the Leased Premises, and all other parts of and equipment serving the Leased Premises shall be LESSEE's responsibility. However, LESSOR shall not be obligated to make any repair to such roof, foundations, and outside walls unless it shall be notified in writing by LESSEE of the need of such repair and shall have had a reasonable period of time to make such repair, and shall not be liable to make any repair to the roof, foundations, or outside walls occasioned by LESSEE's acts or negligence. LESSOR shall not be liable for any damage or loss in consequence of defects in the Leased Premises causing leaks, stoppage of water, sewer, drains or any other defects about the building and Leased Premises, unless such damage or loss is caused by defects in the roof, foundations, or outside walls (not including doors and floors) that LESSOR shall have failed to repair within a reasonable time following written demand of LESSEE to do so. Where contractors' or manufacturers' warranties are applicable to parts of the Leased Premises other than the roof, foundations, or outside walls, and the LESSEE has advised the LESSOR in writing of the need for enforcement of such warranties, the LESSOR, at its option, will either enforce such warranties for LESSEES benefit at LESSEE'S expense, or assign such warranties to LESSEE for LESSEE to enforce at LESSEE'S expense.
15. **AMERICANS WITH DISABILITIES ACT OF 1990:** LESSEE shall be responsible for, and shall bear all costs and expenses associated with, any and all alterations to the Leased Premises which may be required by any change to the Americans with Disabilities Act of 1990 (the "ADA"), after the Commencement Date for the accommodation of disabled individuals who may be employed from time to time by LESSEE, or any disabled customers, clients, guests, or invitees or sublessees. LESSEE shall indemnify and hold LESSOR harmless from and against any and all liability incurred arising LESSEE'S obligations under this Section to conform the Premises to the ADA, including the cost of making any alterations, renovations or accommodations required by the ADA, or any government enforcement agency, or any courts, any and all fines, civil penalties, and damages awarded against LESSOR (or those awarded against LESSEE which could become a lien upon the property upon which the Premises are located) resulting from a violation or violations of the ADA, and all reasonable legal expenses and court costs incurred in defending claims made under the ADA, including without limitation reasonable consultants', reasonable attorneys' and paralegals' fees, expenses and court costs. In no way is LESSEE liable for the failure of the Premises to be in compliance with the ADA as of

the Commencement Date

16. INSURANCE AND INDEMNITY:

- A. Liability and Property Damage: LESSEE shall at all times during the full term of this lease and during the full term of any holdovers or other rental agreements, carry and maintain at its own cost and expense, General Public Liability Insurance against claims for personal injury or death and property damage occurring on the Leased Premises, such insurance to afford protection to both LESSOR and LESSEE, as their interests may appear, including coverage for the contractual liability of LESSEE to LESSOR assumed hereunder, and is to be maintained in reasonable amounts, having regard to the circumstances, and the usual practice at the time of prudent owners and lessees of comparable facilities in the Baton Rouge Metropolitan Area, but in no event in amounts less than \$1,000,000 with respect to bodily injury or death to any one person, \$1,000,000 with respect to any one accident, and for property damage not less than \$1,000,000. LESSEE shall deliver to LESSOR evidence of liability and property damage insurance in the limits heretofore proscribed; and shall name LESSOR as additional insured; said evidence to be delivered promptly upon the execution of this lease and when applicable, all renewals thereof.
- B. Property Insurance: LESSEE shall also obtain and keep in force during the Lease Term, at LESSEE'S expense, "All Risk" insurance coverage, which shall include fire and extended coverage and coverage for sprinkler leakage. This policy shall insure all personal property of every description and kind owned by the LESSEE and located in the Building, and all fittings, installations, fixtures, carpeting, flooring, and other leasehold improvements made by LESSOR or LESSEE as the case may be, in an amount deemed commercially for their full replacement value. Such insurance shall name LESSOR as an additional insured. LESSEE agrees to look solely to such insurance as compensation for any losses to LESSEE'S personal property sustained in the Leased Premises for any reason except LESSOR'S gross negligence or willful misconduct, and agrees to hold LESSOR harmless for same.
- C. Other Forms Of Insurance: LESSEE shall also obtain and keep in force during the Lease Term, at LESSEE'S expense (i) worker's compensation and employer's liability insurance, in statutory amounts and limits, covering all persons employed in connection with any work done on or about the Leased Premises for which claims for death or bodily injury could be asserted against LESSOR, LESSEE or the Premises, (ii) business interruption, loss of income and extra expense insurance covering all perils, failures or interruptions, and (iii) any other forms of insurance as LESSEE or LESSOR or the mortgagees of LESSOR may reasonably require from time to time, in form, amounts and for insurance risks against which a prudent LESSEE would protect itself, but only to the extent such risks and amounts are available in the insurance market at commercially reasonable costs.
- D. Fire and Extended Coverage: LESSOR shall, at all times during the full term of this lease, keep all improvements (other than those removable installations which by

the terms of this lease LESSEE would be permitted to remove at expiration of this lease) in and on the Leased Premises insured to one hundred percent (100%) of the full replacement value thereof against loss by fire and extended coverage (including loss of rent insurance) and maintain such insurance at all times as specified herein. LESSEE shall pay each month as additional rent one-twelfth of LESSEE'S pro rata share of LESSOR'S insurance premium attributable to the full insurable value of the improvements covered by this lease.

- E. Placement of Insurance: Insurance required by LESSEE hereunder shall be in companies rated A- or better as rated by A.M. Best Company or which is otherwise acceptable to LESSOR and licensed to do business in the State of Louisiana and shall name LESSOR as an additional insured under such policy. LESSEE shall deliver to LESSOR prior to taking possession of the Leased Premises copies of policies of such insurance or certificates evidencing the existence and amounts of such insurance with loss payable and additional insured clauses reasonably satisfactory to LESSOR. Failure to deliver such policies, or LESSOR'S failure to request such policies, shall not negate LESSEE's insurance obligations under this Section. All insurance required by LESSEE hereunder shall be primary as to all claims thereunder and provide that any insurance carried by LESSOR is excess and is non-contributing with any insurance requirement of LESSEE. No such policy shall be cancelable or subject to reduction of coverage or other modification except after ten (10) days' prior written notice to LESSOR. LESSEE shall, prior to the commencement date and at least thirty (30) days prior to the expiration of such policies, furnish LESSOR with copies of all policies or certificates thereof. If LESSEE shall fail to procure and maintain the insurance required hereunder, or to deliver such policies or certificates, LESSOR, at its sole election may:
- (i) procure such insurance and charge the cost thereof to LESSEE, which amount, together with interest thereon at the interest rate set forth in Section 34 below, shall be Additional Rent and shall be payable within five (5) days after delivery to LESSEE of bills therefore, or
 - (ii) deny LESSEE the right to occupy the Leased Premises until such time as LESSEE deliver such policies or certificates (which denial shall have no effect upon the commencement date or expiration date). LESSEE shall not do or permit to be done anything, which shall invalidate the insurance policies referred to in this Section. LESSEE shall forthwith, upon LESSOR'S demand, reimburse LESSOR for any additional premiums attributable to any act or omission or operation of LESSEE causing an increase in the cost of insurance.
- F. Voiding Insurance: LESSEE will not permit the herein Leased Premises to be used for any purpose which would render the insurance thereon void.
- G. Indemnity: LESSEE shall and will forever indemnify and save harmless LESSOR from and against any and all liability, penalties, expense, cause of action, suits, claims or judgements for death, injury, or damages to persons or property during the term of this lease while on or arising out of the use, occupation, management or

control of the Leased Premises, adjacent property, streets and sidewalks, or any act of operation on any thereof, or growing out of the demolition, construction alteration or repair of any building thereon in any case without regard to whether such death, damage or injury resulted from the negligence of LESSEE or its subleases or their respective agents or employees or otherwise. LESSEE shall and will, at its own expense, defend any and all suits that may be brought against LESSOR, or any of them, or in which LESSOR, or any of them, may be impleaded with others, upon any such above mentioned claim or claims, and shall and will satisfy, pay and discharge any and all judgments that may be recovered against LESSOR, or any of them, in any such action or actions in which LESSOR, or any of them, may be a party defendant.

17. **ACTS OF LESSEE AFFECTING INSURANCE:** LESSEE shall not do or cause or suffer anything to be or remain on or about the Leased Premises or carry on or permit upon the Leased Premises any trade or occupation or suffer to be done anything whereby the policy or policies of fire or other casualty insurance covering the Leased Premises shall become void or suspended or that may render an increased or extra premium payable for the insurance of the Leased Premise against fire and the hazards insured under extended coverage, unless such thing or activity is consented to in writing by the LESSOR, and even if LESSOR consents to such thing or activity, LESSEE shall pay such increased or extra premium from time to time, on each occasion within ten (10) days after LESSEE shall have been advised of the amount thereof. Should LESSEE'S occupancy cause LESSOR to be unable to obtain fire or other casualty insurance covering the Leased Premises, LESSOR shall have the right to terminate this Lease upon giving LESSEE not less than ten (10) days prior notice, and LESSEE shall be and remain liable to LESSOR for all damages payable upon a default termination under Section 30 hereof. LESSEE shall notify LESSOR at any time the Leased Premises will become unoccupied so that LESSOR may obtain necessary vacancy permits from LESSOR's insurer.

18. **TAXES:** In addition to the rental provided for hereinabove, LESSEE shall pay each month 1/12 of the pro rata share of real estate taxes and assessments, general and special, levied or imposed, with respect to said building, which for the purposes hereof shall be deemed to include related parking facilities and all the improvements to the Leased Premises, including, without limitation, all land, buildings, and improvements forming a part thereof, which tax and assessment amount will be as estimated by LESSOR. In January of each year, LESSOR shall furnish LESSEE with a statement setting forth the amount of tax levied against the leased Premises, the LESSEE's share of said tax, and the amount paid by the LESSEE on account of said tax during the prior year. Said statement shall include a copy of the tax bills for the year. If the statement discloses an overpayment by the LESSEE, the statement will include a check for the overpayment. If the statement discloses an underpayment by LESSEE, then LESSEE will pay the deficiency within ten (10) days after its receipt of the statement.

In addition to all other payments required to be paid by LESSEE to LESSOR, LESSEE shall pay in the same manner as set forth in the preceding paragraph all rents, sales and use taxes, if any, levied or imposed with respect to the Leased Premises or this lease and all

other taxes, charges, assessments and governmental impositions, extraordinary or otherwise, of every nature and kind, which may, during the lease term, be assessed, levied, or imposed, upon the Leased Premises, or any part thereof, or any improvements thereon, or the leasing thereof, provided only that nothing herein contained shall be construed to require LESSEE to pay any inheritance, estate, or income tax imposed upon LESSOR.

19. **DAMAGE AND DESTRUCTION:** In case the said Leased Premises shall be so damaged by fire or other cause as to be rendered untenable and necessary repairs cannot be made within 180 days, this lease shall terminate as of the time the Leased Premises were rendered untenable. However, if the damage is such that repairs can be completed within 180 days, LESSOR agrees to make such repairs promptly, and to allow LESSEE an abatement in rent for such time as the Leased Premises remains untenable. In the event of partial loss, the rent shall be abated by the proportion of the Leased Premises rendered unfit for use.
20. **WAIVER OF SUBROGATION:** Neither the LESSOR nor the LESSEE shall be liable to the other for the loss arising out of damage to or destruction of the Leased Premises, or the building or improvements of which the Leased Premises are a part thereof, when such loss is caused by any of the perils which are or could be included within or are insured against by a standard form of fire insurance with extended coverage, including sprinkler leakage insurance, if any. All such claims for any and all loss, however caused hereby are waived. Said absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either LESSOR or LESSEE or by any of their respective agents, servants or employees. It is the intention and agreement of the LESSOR and the LESSEE that the rentals reserved by this lease have been fixed in contemplation that each party shall fully provide his own insurance protection at his own expense, and that each party shall look to his respective insurance carriers for reimbursement of any such loss, and further, that the insurance carriers involved shall not be entitled to subrogation under any circumstances against any party to this lease, either the LESSOR nor the LESSEE shall have any interest or claim in the other's insurance policy or policies, or the proceeds thereof unless specifically covered therein as a joint assured.
21. **LESSOR RIGHT OF ENTRY:** LESSOR may enter the premises at reasonable times with advance notice to LESSEE to inspect the same, to make repairs and alterations, or to run pipe or electric wire, as LESSOR may deem necessary and appropriate provided that LESSOR will not unduly inconvenience LESSEE'S business.
22. **QUIET POSSESSION:** LESSOR agrees to warrant and defend LESSEE in its quiet and peaceful possession of the Leased Premises so long as the lease is not in default.
23. **CONDEMNATION:** If all of the Leased Premises are taken by condemnation or eminent domain proceedings, or if so much of the Leased Premises are so taken that the remainder is wholly inadequate for LESSEE'S business purposes (a "Total Taking"), this Lease shall terminate. If the taking is not sufficiently extensive to constitute a Total Taking, and if the taking includes a part of the building, then LESSEE's rent shall be reduced in the proportion that the space in the building taken bears to the building space that was originally leased. If the taking does not include a part of the building, then rent will not be reduced by the

taking so long as all parking spaces located on the Leased Premises that are lost by the taking are replaced by new parking spaces that serve the building, and if such parking spaces are not replaced, then rent shall be reduced in an amount that is appropriate to compensate LESSEE for the lost parking facilities. In such condemnation proceedings, LESSEE may claim compensation for moving expenses and for the taking of any removable installations which by the terms of this Lease, LESSEE would be permitted to remove at the expiration of this Lease, if such award is separately allowed by the condemning authority, but LESSEE shall be entitled to no additional award, and LESSEE hereby waives all right to proceed for, the loss of its leasehold interest, it being agreed that all damages recoverable by reason of the value of the Leased Premises will belong and be payable to the LESSOR.

24. **SUBORDINATION; ESTOPPEL CERTIFICATES:** This Lease is subject and subordinate to any mortgage that now or hereafter encumbers or affects the Leased Premises or any part thereof. This clause shall be self-operative and no further instrument of subordination need be required by the mortgagee. In confirmation of such subordination, however, LESSEE shall, at LESSOR'S request, promptly execute any appropriate certificate or instrument that LESSOR may request, provided that such certificate or instrument contains an agreement by the mortgagee that so long as LESSEE is not in default under this Lease, such mortgagee will not disturb LESSEE'S possession of the Leased Premises. In the event of the enforcement by any mortgagee of the remedies provided for by law or by such mortgage or ground lease, LESSEE will, upon request of any person or party succeeding to the interest of LESSOR as a result of such enforcement, automatically become the LESSEE of such successor in interest without change in the terms or other provisions of this Lease. Upon request by such successor in interest, LESSEE shall execute and deliver an instrument or instruments confining the attornment provided for herein. At either party's request, the other party will execute an estoppel certificate or a three-party agreement certifying that this Lease is in effect, if, in fact, it is in effect. and further certifying that, to the best knowledge of the party giving the certificate, there are no defaults hereunder other than those set out in such certificate.
25. **ASSIGNMENT OR SUBLETTING:** This lease may not be assigned, and the Leased Premises may not be sublet, partially or fully, without prior written consent of LESSOR; such consent shall not be unreasonably withheld. Even in the event of permitted assignment or sub-letting, LESSEE acknowledges that it shall remain fully responsible for compliance with all terms of the lease. Any sub-lessee occupying any part of this space, shall by the act of subletting formally or informally, assume all obligations of LESSEE, whether or not LESSOR knew of or approved or disapproved of such sub-letting.
26. **DELIVERY AT EXPIRATION OF LEASE:** At expiration of this lease, LESSEE shall redeliver to LESSOR the Leased Premises in good order and condition clear of all goods and broom cleaned and shall make good all damages to the premises, usual wear and tear damage by the elements excepted, and shall remain liable for holdover rent until the premises with keys shall be returned in such order to LESSOR, provided, however, that the assessment of such holdover rent will not deprive LESSOR of the right to require that LESSEE vacate the Leased Premises immediately upon lease termination, and LESSOR

will have and retain the right to commence immediate eviction proceedings or take such other steps as are necessary to secure the removal of LESSEE from the Leased Premises. No demand or notice of such delivery shall be necessary, LESSEE expressly waiving all notices and legal delays. In addition, LESSOR may require LESSEE to remove all and any alterations, additions or improvements (whether or not made with LESSOR'S consent) prior to the expiration of the Lease and to restore the Property to its prior condition, all at LESSEE'S expense. All alterations, additions and improvements which LESSOR has not required LESSEE to remove shall become LESSOR'S property and shall be surrendered to LESSOR upon *the* expiration or earlier termination of the Lease. To the extent applicable, all obligations of LESSEE contained in this Article shall survive the expiration or other termination of the terms of this lease.

27. **LATE CHARGES:** LESSEE'S failure to pay rent promptly may cause LESSOR to incur unanticipated costs. The exact amount of such costs are impractical or extremely difficult to ascertain. Such costs may include, but are not limited to processing and accounting charges and late charges which may be imposed on LESSOR by any ground lease, mortgage or trust deed encumbering the Leased Premises. Therefore, if LESSOR does not receive any rent payment within ten (10) days after it becomes due, LESSEE shall pay LESSOR a late charge equal to ten percent (10%) of the overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs LESSOR will incur by reason of such payment.
28. **LEASE HOLDOVER:** Should LESSEE remain on the Leased Premises after expiration of this lease agreement, LESSOR has the option to interpret such actions as creating a month-to-month lease at a rental of fifty percent (50%) higher than that payable for the last month of the lease term, or to consider the holding over a trespass. Only a new signed lease or extension agreement shall deprive LESSOR of the choice of action.
29. **DEFAULT BY LESSEE:** Should LESSEE fail to pay any of the rentals provided for herein promptly on the day when the same shall become due and payable hereunder, and shall continue in default for a period of five (5) days after written notice thereof by LESSOR, or should LESSEE fail to comply with any of the other obligation of this lease, within ten (10) days from the mailing by LESSOR of notice demanding same, or in the event of LESSEE'S bankruptcy, receivership, insolvency, or assignment for the benefit of creditors, or the attachment of the contents of the Leased Premises by law, or LESSEE'S failure to maintain a going business in the Leased Premises, then LESSOR shall have the right, at LESSOR'S option (a) to cancel this lease, in which event there shall be due to LESSOR as liquidated damages, a sum equal to the amount of the guaranteed rent for one year , or alternatively at LESSOR'S option to be reimbursed all actual cost incurred in reentering, renovation and re-letting said premises; (b) to accelerate all rentals due for the unexpired remaining term of this lease and declare same immediately due and payable; and/or (c) to sue for the rents in intervals or as the same accrues.

The foregoing provisions are without prejudice to any remedy which might otherwise be used under the laws of Louisiana for arrears of rent or breaches of contract, or to any lien to which LESSOR may be entitled.

If LESSEE has taken steps to cure any default not curable in ten (10) days, such additional reasonable time as is necessary to cure such default shall be granted LESSEE.

Should LESSOR terminate this lease as provided in this article, LESSOR may re-enter said Leased Premises and remove all persons, or personal property, without legal process, and all claims for damages by reason of such reentry are expressly waived.

IN THE EVENT LESSOR PROCEEDS WITH AN EVICTION OF LESSEE, LESSEE SPECIFICALLY WAIVES ITS RIGHT TO NOTICE, AND LESSOR MAY PROCEED WITH EVICTION OF LESSEE WITHOUT ISSUANCE OF A NOTICE TO VACATE PURSUANT TO LOUISIANA CODE OF CIVIL PROCEDURE ARTICLE 4701. UNDER LOUISIANA CODE OF CIVIL PROCEDURE ARTICLE 4731, LESSEE AUTHORIZES LESSOR TO PROCEED WITHOUT SUCH NOTICE, AND CONSENTS TO BEING CITED SUMMARILY TO SHOW CAUSE WHY LESSEE SHOULD NOT BE ORDERED TO DELIVER POSSESSION OF THE PREMISES TO LESSOR. LESSEE'S WAIVER OF NOTICE AND CONSENT TO A SUMMARY PROCEEDING SHALL SURVIVE TERMINATION OF THIS LEASE.

LESSOR'S failure to strictly and promptly enforce these conditions shall not operate as a waiver of LESSOR'S rights LESSOR hereby expressly reserving the right to always enforce prompt payment of rent, or to cancel this lease regardless of any indulgences or extensions previously granted.

30. **RENEWAL / TERMINATION:** This lease shall automatically terminate upon the expiration of the term. Should LESSEE and LESSOR desire to renew the lease or to extend the term of the lease, written notice shall be provided to the other party of at least thirty (30) days prior to the expiration of the lease.

LESSEE shall have the option to terminate this lease prior on January 1, 2026 by providing at least thirty (30) days written notice, which shall be provided on or before November 30, 2025 to LESSOR. If LESSOR allows LESSEE to terminate the lease effective January 1, 2026, LESSEE shall pay a termination charge equal to two (2) months' rent, or the maximum allowable by law, whichever is greater. Extenuating circumstances may be considered for a termination charge of less than one (1) month.

31. **NO WAIVER:** Failure of LESSOR to declare immediately upon occurrence thereof or delay in taking any action in connection therewith shall not waive such default, but LESSOR shall have the right to declare default at any time; no waiver of any default shall alter LESSEE'S obligations under the lease with respect to any other existing or subsequent default.
32. **ATTORNEY'S FEES AND EXPENSES:** In the event it becomes necessary for either party to employ an attorney to enforce collection of the rents agreed to be paid, or to enforce compliance with any of the covenants and agreements herein contained, the unsuccessful litigant will be liable for reasonable attorney's fees, costs and expenses incurred by the

other party.

33. **INTEREST ON PAST DUE OBLIGATIONS:** Any amount owed by LESSEE to LESSOR which is not paid when due shall bear interest at the rate of fifteen percent (15%) per annum from the due date of such amount. However, interest shall not be payable on late charges to be paid by Lessee under this Lease. The payment of interest on such amounts shall not excuse or cure any default by Lessee under this Lease. If the interest rate specified in this lease is higher than the rate permitted by law, the interest rate is hereby decreased to the maximum legal interest rate permitted by applicable law.
34. **ADVANCED PAYMENTS BY LESSOR:** Except as may expressly be provided in this Lease to the contrary, any amount paid by LESSOR on behalf of LESSEE in which LESSEE is to reimburse LESSOR shall include in addition to the amounts advanced by LESSOR an administrative fee of ten percent (10%).
35. **LEASE COMMISSION:** The parties hereto acknowledge that there are no real estate brokers that represented LESSOR and/or LESSEE herein.
36. **DEFINITION OF TERM:** For all purposes of this lease, references to "Term" shall include not only the primary term as set forth on Page I hereof: but also any and all extensions or renewal periods, separately and cumulatively. References to dates or time periods in relation to expiration or termination shall relate not only to the expiration or termination of said primary term, but to the expiration or termination of any and all extensions or renewal periods which, at the time in question, shall then have been exercised to otherwise institute.
37. **ENTIRETY OF UNDERSTANDING IN WRITTEN LEASE:** It is agreed that the entire understanding between the parties is set out in the lease and any riders which are hereto annexed, and that this lease supersedes and voids all prior proposals, letters and agreements, oral or written.
38. **CONFLICTS:** If there is any conflict between the printed portions and the typewritten or handwritten portions, the typewritten portion shall prevail.
39. **BENEFITS OF PARTIES:** All of the provisions hereof shall be binding upon and shall inure to the benefit of LESSOR and LESSEE, their heirs, executors, administrators, successors, and assigns (as the case may be).
40. **GOVERNING LAW:** This Lease shall be governed by and construed in accordance with the laws of the State of Louisiana then in effect. LESSEE consents to personal jurisdiction and venue in the State of Louisiana and judicial district in which the Leased Premises is located.
41. **LEASE RECORDATION:** The parties to this lease may not record this lease; however, either Lessor or Lessee shall, upon request of the other, execute, acknowledge and deliver to the other a "short form" or memorandum of this lease for purposes of recordation. The

memorandum shall describe the parties, the Leased Premises, and the term of this lease, and shall incorporate this lease by reference.

42. **NOTICES:** Any notice or demand which, by provision of this Agreement, is required or permitted to be given or served by one party on the other shall be deemed to have been sufficiently given and served for all purposes (if mailed) five calendar days after being deposited, postage prepaid, in the United States Mail, registered or certified mail, or (if delivery by messenger, express courier or overnight courier) one business day after being delivered to such courier, or (if delivered in person) the same day as delivery, in each case addressed (until another address or addresses is given in writing by such party) as follows:

LESSOR: 14750 Plank Road
Baker, LA 70714

LESSEE: 4815 Lavey Lane
Baker, LA 70714

Such address may be changed by giving written notice to the other party in like manner.

43. **FOR SALE AND RENT SIGNS; INSPECTION BY PROSPECTS:** LESSOR shall have the right to place the usual "For Sale" signs on the leased premises at any time during the term of this lease and the usual "For Lease" signs on the leased premises during the last six (6) months of the term of this lease. LESSEE agrees to allow persons authorized by LESSOR to inspect the premises during the term of the lease. LESSEE agrees to allow persons authorized by LESSOR to inspect the leased premises during the term of this lease with the view of purchasing the same and during the last year of the term of this lease with the view of renting the same, such inspections to be at reasonable hours.
44. **REVIEW OF DOCUMENT:** Notwithstanding any provision to the contrary in this Agreement, the parties hereto acknowledge that (1) they have reviewed this Agreement in detail prior to execution of same, (2) they have had the opportunity to review this Agreement with their respective counsel.
45. **Reserved.**
46. **Reserved.**
47. **CORPORATE AUTHORITY; PARTNERSHIP AUTHORITY:** If LESSEE is a corporation, each person signing this Lease on behalf of LESSEE represents and warrants that he has full authority to do so and that this Lease binds the corporation. Within thirty (30) days after this Lease is signed, LESSEE shall deliver to LESSOR a certified copy of a resolution of LESSEE'S Board of Directors authorizing the execution of this Lease or other evidence of such authority reasonably acceptable to LESSOR. If LESSEE is a partnership, each person or entity signing this Lease or LESSEE represents and warrants that he or it is a general partner of the partnership, that he or it has full authority to sign for the partnership and that this Lease bind the partnership and all general partners of the

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partnership. LESSEE shall give written notice to LESSOR of any general partner's withdrawal or addition. Within thirty (30) days after this Lease is signed, LESSEE shall deliver to LESSOR a copy of LESSEE'S recorded statement of partnership or certificate of limited partnership.

Signature Page to Follow:

IN WITNESS WHEREOF, the parties hereto have hereunto made this lease and set their hands to multiple originals in the Parish of East Baton Rouge, State of Louisiana, as to the day and year first above written.

LESSOR:

City of Baker School System

By: *Monique S. Butler*
Name: Monique Butler
Title: Registered Agent

LESSEE:

Board of Education Explosion, Inc. d/b/a Impact Charter School

By: *Dr. Torrence Williams*
Name: Torrence Williams
Title: Impact Charter School President

EXHIBIT A

A certain tract or parcel of land in the Town of Baker, Parish of East Baton Rouge, State of Louisiana, containing Fourteen and 25/100 (14.025) Acres, and being a part of Lots Numbers 125, 126, 127, 128, 129, and 130 of BAKER LOTS AND ACRES, and lying in Section 41, Township 5 South, Range 1 West, and Section 48, Township 5 South, Range 1 East, Greenburg Land District of Louisiana, as shown on survey made by R. Swart, C. E. for East Baton Rouge Parish School Board, dated August 5, 1937, a blue line copy paraphed "Ne Varietur" of even date herewith is attached to this act of Sale for greater certainty of description, this property being more particularly described as follows:

Beginning at a point on the North line of Coolidge Street, marked by a concrete monument, which point is One Hundred forty-five (145') feet East of the Northeast corner of the Intersection of Coolidge and Myrtle Streets: thence Easterly along the North line of Coolidge street a distance of Eighty Hundred Eighty and 9/100 (880.09') feet to an iron pipe and corner and thence at right angles in a Northerly direction a distance of Six Hundred Seventy-five (675') feet, to an iron pipe on the South line of Harding Street and corner, thence in a Westerly direction along the South side of Harding Street, a distance of Eighty Hundred Eighty and 9/100 (880.09') feet to a concrete monument and corner and thence at right angles in a Southerly direction a distance of Six Hundred Seventy-five (675') feet to the POINT OF BEGINNING.