

COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

**NAVAL AIR STATION, JOINT RESERVE BASE, NEW ORLEANS,
BELLE CHASSE**

AND

BELLE CHASSE ACADEMY, INC.

Naval Air Station, Joint Reserve Base, New Orleans, Belle Chasse, Louisiana ("NAS JRB NOLA"), herein represented by Walter J. Adelman, Jr., Captain, USN, its Commanding Officer, and Belle Chasse Academy, Inc. ("BCA"), herein represented by Robert Farnsworth, its Chairperson and President, (collectively the "Parties") do hereby make this Cooperative Endeavor Agreement (the "Agreement") to serve the purposes hereinafter declared.

I. Background Recitals.

A. BCA operates a State-chartered Type 2 Elementary Charter School on property leased from the United States of America and located onboard the Naval Air Station/Joint Reserve Base, New Orleans.

B. BCA's educational mission is the establishment of a quality community-oriented charter school, which fosters an educational environment that meets the unique needs of the military-dependent child.

C. NAS JRB NOLA provides housing on its Base for active-duty military personnel, some of whom have school-age children.

D. The Parties' respective missions will be served better by their undertaking the following cooperative endeavors.

II. Endeavor Recitals.

A. *Liaison Position.* In order to enhance communications, understandings and cooperation, the Commanding Officer will appoint a representative who will serve on BCA's Board of Directors in a Liaison position for the following purposes:

1. To serve as the representative of the Commanding Officer on all matters affecting NAS JRB New Orleans who will have direct access to the Board of Directors to address any Base concerns about BCA or Board policies.
2. To serve as a means of routine communications between NAS JRB New Orleans and the Principal of Belle Chasse Academy.

The appointed NAS JRB representative will not have voting privileges on the Board of Directors, nor shall the representative attend executive sessions of the Board. All other rights and privileges of a BCA Director shall be granted to the appointed representative, including serving on committees whose actions may affect NAS JRB New Orleans and placing items of Base concern on the agendas of the Board's monthly meetings.

B. *School Pedestrian Crossing Guards.* In order to provide for the safety of children when entering and leaving BCA's School Campus:

1. BCA will employ qualified school crossing guards who will remain as BCA employees while so serving. BCA will be responsible for compensating these crossing guards, for supervising their services and for disciplining them; provided, however, such crossing guards shall respond to, and obey instructions from, security personnel assigned to the Commanding Officer, as circumstances may require.
2. At such time or times as the Parties may agree, NAS JRB NOLA will provide training to these crossing guards on applicable Department of the Navy and Base traffic safety requirements and procedures and will equip them to perform properly the duties of their employment.

C. *Emergency Response.* In order to provide for the safety and security of BCA employees, students and others at the School and for the protection of property on the School Campus during any emergency:

1. BCA Administration will follow the procedures attached to this Agreement (as Appendix "A") for notifying the appropriate authorities to request responses to medical emergencies for serious illness or injury; fire or hazardous material contamination; criminal activity, disturbance or breach of security at the School Campus.
2. Upon proper BCA request, NAS JRB NOLA will promptly dispatch:
 - a) Emergency medical personnel to provide only such emergency assistance as is necessary to stabilize any seriously injured or ill person until that person may be transported to a health facility or other health care provider. Military personnel and military dependents who are on Campus shall be treated in accordance with current regulations. Other persons on Campus will be released to civilian health care providers as soon as it is medically appropriate to do so.
 - b) Fire emergency personnel or other designated personnel to combat any fire emergency or to contain any hazardous material emergency at the School Campus. In such event, the Commanding Officer will coordinate all response and containment efforts and will have full authority over all school personnel for such purposes.
 - c) Law enforcement and security personnel for responding to serious offenses on the School Campus and to take such enforcement actions as are appropriate.
3. NAS JRB NOLA will provide to BCA Administration copies of all reports of emergency responses, including law enforcement reports, upon BCA's request for same.

D. Preventative Measures. In order to prevent, or to reduce the risk of, harm, the Parties will pursue the following courses of action:

1. BCA will maintain and implement a school evacuation plan in the event of a fire or hazardous material emergency or NAS JRB NOLA declared emergency and will execute that plan immediately upon such an occurrence and/or at the request of NAS JRB NOLA. BCA will provide NAS JRB NOLA with a copy of that plan and of any supplements or amendments to it.
2. NAS JRB NOLA will conduct at the School and in accordance with current regulations monthly fire drills when school is in session and an annual fire inspection during the month of August.
3. NAS JRB NOLA will invite BCA on reasonable notice and BCA Administration will participate, without active student involvement, in Base-wide emergency exercises. BCA will designate on Base request an Administrator to respond to Base inquiries on matters related to emergency exercises.
4. BCA Administration will notify the Commanding Officer, via his Executive Officer, concerning issues involving persons whose conduct threatens the School's educational environment, military operations, security, good order and discipline. The Commanding Officer will take such responsive action with respect to these reports as deemed appropriate, reserving to BCA its authority to bar disruptive persons from its School Campus.
5. BCA Administration will notify Fleet Family Services of repeated student truancies, suspected incidents of child abandonment or of child abuse. BCA's so notifying Fleet Family Services will not relieve BCA of any of its responsibilities for reporting such matters to appropriate state and local governmental authorities.

E. Joint Property Uses.

1. In consideration of BCA's maintaining the softball field at the corner of Russell and Chambers Avenues and the track and recreation area on Fifth Street, NAS JRB NOLA grants to BCA exclusive use of said field and

said area during the school day of the regular school year. NAS JRB NOLA further grants to BCA use of the field on weekday evenings for the period of March to May, from 1530 to 1730, per a schedule published during the month of February, of the same year, to be delivered to the NAS JRB Command Master Chief, during the month of February. Maintenance will consist of mowing all grassy areas in the field weekly during April through September and bi-weekly during October through March and of pest control, as needed.

2. Participants in the Youth Center may use the School's gymnasium and cafeteria areas on an as-needed basis when such use does not interfere with the School's activities and when the Youth Center has obtained prior permission to do so from BCA's Principal or Business Manager. In exchange, BCA may use during regular school hours the Youth Center, subject to NAS JRB NOLA's applicable rules and regulations.

E. Designated Smoking Areas.

NAS JRB NOLA may designate smoking areas on the School Campus, in conformity with any law or regulation providing for such designation. The School Campus otherwise will remain a smoke-free zone.

F. Right of Access.

In order to provide in accordance with Navy regulations and directives for the control of movement on the Base by persons associated with BCA and their vehicles, the following standards and procedures are established:

1. Personnel and Movement Control.

a) Personnel Identification Card. BCA shall provide and make available for issue personnel identification cards to NON DoD persons (including but not limited to students, teachers, administrators, support staff, parents and, board members, maintenance etc.) having justified, recurring need to access the school. A personnel identification card will be issued annually and will clearly indicate the school year (July 1-June 30) for which it has been issued. This 3½ X 2 inch card will be worn at all times when the cardholder is on school property and will be made readily

available for inspection by base security personnel at all times when the bearer is on school property. In addition, the category of the person to whom the card has been issued will be color coded; as follows: The "student" designator will be indicated in red letters; the "staff" and "board" designators will be indicated with white letters on a green background; and, NON DoD custodial parents/guardians will receive a personnel identification card with "parent" designator indicated by white lettering on a black background.

b) Permanent Vehicle Access Passes. BCA will provide to the Pass and Decal Office blue and white, numerically serialized decals measuring 4 X 1½ inches for issuance to identified BCA NON DoD persons. The valid dates of these decals will not exceed one year, from July 1 to June 30.

c) Issuance of Pass. The Pass and Decal Office will issue this permanent vehicle pass to BCA staff members upon display of a valid Personnel Identification Card and subsequent employment confirmation by the BCA Human Resources Department.

d) Expiration. All personnel Identification and Vehicle Access Passes shall expire not less than annually.

f) Base Access Letter and Permission Form. Upon BCA's issuance of a parental Personnel Identification Card, NON DoD custodial parents/guardians will request Permission for Limited Base Access, using the attached Form Letter, Appendix "B". BCA's Business Manager will forward each completed Permission Request in duplicate to the Base Commander for executing the Permission portion in duplicate. Once fully executed, one Permission Form will be returned to BCA's Business Manager and the other sent to the Entry Control Point located on Russell Avenue (Main Gate) for parental Base access. This right to limited Base access will expire annually on June 30. If a child of NON DoD parents/guardians attends activities at BCA during July and August, said parents/guardians will be subject to the same requirements for Temporary Passes declared below.

2. Temporary Vehicle Pass.

a) Type of Pass. NAS JRB NOLA will provide Temporary Vehicle Access Passes to persons (including but not limited to vendors, service providers, parents of students, and members of the public with scheduled dealings with the school) having justified, non-recurring need to access the school. Each of these paper passes will have the expiration date boldly printed in black across the face of the pass.

b) Issuance of Pass. NAS JRB NOLA will issue a Temporary Vehicle Access Pass to each person who appears at the Main Gate, who provides a justified need to access the school and who identifies a point of contact for guest sponsorship at BCA. Each Temporary Vehicle Access pass must be returned to the Pass and Decal Office for destruction on or before its expiration.

3. Requirements.

Reference - NASJRB NOLA INST 5530.1C, Chapter 5.

4. Revocation of Pass.

NAS JRB NOLA may revoke any personnel identification or vehicle access pass for good cause, including safety of personnel, misconduct, trespassing and failure to obey Base regulations, policy and procedure.

5. Access Procedures.

a) Access Pass Required. NAS JRB NOLA will grant access only at the Main Gate and only to those persons in possession of valid identifications and vehicle passes. Persons granted access must be in possession of the identification at all times, and NAS JRB NOLA may require any person on the Base at any time to present an identification card. Any person not in possession of an identification card will be required to vacate NAS JRB NOLA immediately.

b) Limited Right of Access. NAS JRB NOLA will limit the access of persons holding valid identification only to the school, its related facilities, and routes of entrance thereto and egress therefrom; provided, however, BCA employees possessing valid BCA identifications also will be granted access to the Base gymnasium, to the Base Exchange and to the Base dining facility as eligible paying patrons.

c) Denial of Access. Notwithstanding any provision contained herein to the contrary, NAS JRB NOLA reserves the right to deny access to any person deemed a threat to the security of the school, NAS JRB NOLA, or to the United States of America.

d) Access During States of Heightened Security. Notwithstanding any provision contained herein to the contrary, NAS JRB NOLA reserves the right to impose special procedures denying or restricting access during any state of heightened security.

e) Equal Access. All persons granted or denied access under the provisions established by this Agreement will not be discriminated against on the basis of race, color, religion, sex, age, or national origin.

III. Points of Contact. Except as may be provided otherwise in this Agreement, all notices, requests and other communications between the Parties shall be directed to:

1. Commanding Officer
Naval Air Station/Joint Reserve Base,
New Orleans, LA
400 Russell Avenue
Belle Chasse, LA 70143
Tel. 504.678.9885
Fax 504.678.9526

2. Principal

Belle Chasse Academy, Inc
100 Fifth Street
NAS-JRB New Orleans
Belle Chasse, LA 70037
Tel. 504.433.5850
Fax 504.433.5590

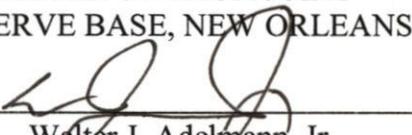
IV. Term of Agreement. This Agreement becomes effective upon signing by both Parties and will remain in force until terminated in whole or in part by written agreement of the Parties or by either Party's providing ninety (90) days' prior written notice to the other Party of its intent to terminate this Agreement in whole or in part.

V. Amendments. Any amendment to this Agreement shall require the written consent of both Parties.

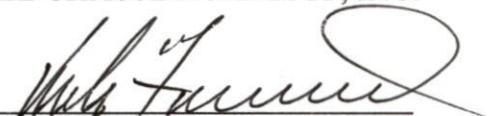
VI. Controlling Agreements. This Agreement in no way modifies, amends, or revokes those certain lease agreements by and between Louisiana Navy Family Housing, LLC, Belle Chasse Education Foundation and BCA. If any provision in this Agreement conflicts with the rights, obligations, or benefits under said lease agreements, the lease agreements take precedence.

THIS DONE AND SIGNED in Belle Chasse, LA, this 29th day of October, 2007, by:

NAVAL AIR STATION JOINT
RESERVE BASE, NEW ORLEANS

By: 
Walter J. Adelman, Jr.
Captain, USN
Commanding Officer

BELLE CHASSE ACADEMY, INC.

By: 
Robert Farnsworth
Chairperson/President

APPENDIX "A"

PROCEDURES FOR BCA'S REPORTING EMERGENCIES

1. Authorized BCA personnel are to telephone the following in case of a covered emergency:

Fire, Hazardous Materials,
and Medical Emergencies - 678-3333

Security - 678-3788.

2. When responding to a medical emergency involving non-military personnel and their dependents, reporting BCA personnel are to notify civilian health care providers being summoned for assistance to coordinate their efforts with Base emergency medical personnel through the above telephone number.