

Expense Sharing Agreement
The Episcopal Church of the Good Shepherd and Bishop Noland Episcopal Day School

Memorandum of Intent

This Memorandum of Intent ("Memorandum"), revised the 29th day of July, 2025, is between The Episcopal Church of the Good Shepherd of Lake Charles, a Louisiana non-profit corporation, (the "Church") and Bishop Noland Episcopal Day School, a Louisiana non-profit corporation, (the "School").

The Church and School are independent legal entities, each dedicated to serve the mission of the Episcopal Church in the Lake Charles area community in a spirit of mutual respect, harmony and cooperation.

The Church and School recognize that the basic relationship between them relating to Bishop Noland Episcopal Day School is governed by: The Constitution and Canons of the Episcopal Diocese of Western Louisiana (the "Diocese"), and any future amendments thereof, the fact that, pursuant to the Constitution and Canons of the Diocese, title to the property occupied by the Church and School is vested in The Episcopal Church of the Good Shepherd of Lake Charles, which is subject to the jurisdiction of the Diocese of Western Louisiana and the Protestant Episcopal Church in the United States of America, the Articles of Incorporation and Bylaws of the Church and School, and the Louisiana Non-Profit Corporation Act.

Subject to the foregoing, the Church and School in consultation with and subject to the agreement of the Diocese and the Church Corporation, wish to endeavor to enter into a more definite understanding relating to the financial responsibilities between the Church and School as set forth in the Agreement for Expense Sharing (the "Agreement"), which is attached hereto and incorporated herein for all purposes.

With regards to all matters in the Agreement, in the event of any dispute concerning its content or implementation, it is the intent of all parties concerned that the Parish and the School community attempt to find resolution through and in our faith in the shared mission of the Church and School.

This memorandum is a non-binding expression of intent and is subject to execution of the Agreement by the duly authorized officers of the parties hereto.

This memorandum may be amended by the Church-School Liaison Committee (see Policy 2.1) subject to ratification by their respective Boards.

By: DocuSigned by:

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Emily Williams, Chairman of the Board of Trustees

Date: 8/12/2025

By: Signed by:

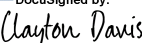
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Nicole Justice, Head of School

Date: 8/12/2025

By: Signed by:

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The Rev. Dr. Mitzi George, Rector of The Church of the Good Shepherd

Date: 8/12/2025

By: DocuSigned by:

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Clayton Davis, Senior Warden of the Church

Date: 8/12/2025

Expense Sharing Agreement: The Episcopal Church of the Good Shepherd and Bishop Noland Episcopal Day School

1.0 Principles

- 1.1** The Church owns the buildings of the Facility and shares responsibility for capital costs and maintenance with Bishop Noland Episcopal Day School.
- 1.2** The Church has a positive interest in and commitment to the support and provision for the School.
- 1.3** The Church has a responsibility to ensure the facility is properly maintained and to obtain reasonable compensation for the maintenance and operating costs from the School.
- 1.4** Both Church and School will work cooperatively to secure high quality services at the lowest possible cost.
- 1.5** It is the best business practice and in the best interest of both the Church and School for all operating costs for each institution to be fully identified and accounted for in the clearest and most open manner.
- 1.6** The basis for sharing expenses is generally based on the Primary User of the space.

2.0 Policy

- 2.1** There will be an annual (or more often if necessary) meeting of the Church-School Liaison Committee (The Liaison Committee), which shall be made up of the following members:
- | | |
|--------------------------|--|
| From the Church: | The Treasurer
The Rector or Senior Warden if there is no rector
The Vestry Liaison to the School Board |
| From the School: | The Head of School
The Chair of the Board of Trustees
The Treasurer of the Board of Trustees |
| Support Staff to Attend: | Church and School staff to be determined by the Rector and Head of School |
- 2.2** The Liaison Committee will review all points of common concern between the Church and School, with special consideration of common planning for plant facilities and programs.
- 2.3** Decisions of the Liaison Committee obligating funds beyond amounts in the adopted budgets of the Church or School will be subject to ratification by their respective Board.

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3.0 General Procedures

3.1 The Liaison Committee will review the Expense Sharing Agreement annually.

3.2 The Church and School will communicate in a timely manner any major unbudgeted expenses which require cost to be shared.

3.3 Shared expenses will be billed between the Church and School at the end of the month in which they were incurred.

Primary User Defined

	Good Shepherd	EDS
All Property north of N. Division Street including: Commons (Crandall Hall) and all Classrooms, Music Room/Adjoining Classroom (Kreamer Hall), Middle School (Violet H. Howell Middle School), PK4/Kdg Wing, Kitchen, and all Athletic fields, Playgrounds and Parking Lots.		X
All property south of N. Division Street, including: Nave, Sacristy, Choir Room, Parlor, Hardtner Hall, Administrative Building (including Church Nursery), and Parking Lot.	X	
Wayne Remy Youth House	X	
Stone-Crowe Hall (Pk3 wing) and adjoining Playground		X
Gym, including Stage, Storage Rooms, Locker Rooms and Restrooms		X

(Notes)

The School has both an Asbestos Management Plan and a Pesticide Management Plan as required by the State Department of Education.

This agreement does not address the provision for a Master Maintenance plan and Facilities Manager which is needed for both Church and School.

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	Payment Defined	Good Shepherd	EDS
4.0	Insurance: The Church and School will each carry their own insurance policies for: contents, liability, umbrella, worker's comp, directors and officers, employment practices and any other policies pertaining to their specific needs.		
	4.1 Property Insurance premium and deductible buildings only (Must be renegotiated)	50%	50%
5.0	Utilities:		
	5.1 All Buildings south of N. Division Street, except Crowe Hall (PK3) and Gym	100%	
	5.2 All Buildings north of N. Division Street		100%
	5.3 Stone-Crowe Hall (PK3)		100%
	5.4 Gym	10%	90%
	5.5 Athletic Field		100%
6.0	Routine Maintenance: Normal maintenance and repair expenses (interior and exterior) will be paid based on Primary User (as defined). General damage or malicious damage and break-ins will be paid based on responsible party and Primary User.		
	6.1 Church Administrative Building, Church, and Outreach House	100%	
	6.2 All Buildings and playgrounds north of N. Division Street		100%
	6.3 Stone-Crowe Hall (PK3 Wing)- including breezeway and playground area		100%
	6.4 Gym (including restrooms, concessions area and locker rooms)		100%
	6.5 Athletic Field		100%
7.0	Maintenance Contracts:		
	7.1 Pest Control and Termites:		
	(a) Church Administrative Building, Church, and Outreach House	100%	
	(b) All Buildings north of N. Division Street		100%
	(c) Crowe Hall (PK3 Wing) and playground- Pest Control and Termites		100%
	(d) Gym (Termites)	100%	
	(e) Gym (Pest Control)		100%
	(f) Athletic Field		100%
	7.2 Landscaping and Landscape Maintenance Contract:		
	(a) All Property south of N. Division Street	100%	
	(b) All Property north of N. Division Street		100%
	(c) Athletic Field and Parking Lots on Kirkman and Mill Street property		100%
	(d) All Playgrounds		100%
		Good Shepherd	EDS
8.0	Heating, Ventilation and Air Conditioning: HVAC Equipment		
	8.1 Church Administrative Building, Church, and Outreach House	100%	
	8.2 All Buildings north of N. Division Street		100%
	8.3 Stone-Crowe Hall (PK3 Wing)		100%
	8.4 Gym	40%	60%
9.0	Security:		
	9.1 Equipment:		
	a) All Property south of Division (excluding the PK3 wing and Gym)	100%	

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	b) All Property north of N. Division Street, PK3 wing and Gym		100%
	9.2 Service:		
	a) Church Administrative Building, Church, and Outreach House	100%	
	b) All Property north of N. Division Street, Stone-Crowe Hall (PK3), Gym		100%
10.0	Paint- Interior and Exterior		
	10.1 All Property north of N. Division Street, Stone-Crowe Hall (PK3)		100%
	10.2 Gym	10%	90%
	10.3 Church Administrative Building, Church, and Outreach House	100%	