

**Third Future Schools\_Bridge Academy\_  
Type 2\_Application\_LDOE\_09.08.2025**

# Assurances Form


Please provide your assurances to the following items. Your responses serve as an attestation to fulfilling the following provisions if the application is approved.

	ASSURANCES	YES	NO
1	The school and/or charter board is organized as a nonprofit corporation under Chapter 2 of Title 12 of the Louisiana Revised Statutes, Nonprofit Corporation Law.	X	
2	The school and/or governing organization is currently registered as a nonprofit corporation and is listed as in good standing with the Louisiana Secretary of State.	X	
3	The school is not affiliated with any religious organization and does not support nor engage in any religious activities.	X	
4	The school and/or governing organization does not have any liens, litigation history, and/or sanctions from any local, state, and/or federal regulatory agency against the nonprofit corporation.	X	
5	The school and/or governing organization does not have the same or substantially the same board of directors and/or officers as an existing private school.	X	
6	The school does not draw a substantial portion of the employees from an existing private school.	X	
7	The school does not receive a substantial portion of assets or property from an existing private school.	X	
8	The school is not located at the same site as an existing private school.	X	
9	The school will not create barriers of access to enrollment in accordance with <i>Brumfield v. Dodd</i> , 405 F. Supp. 528 (E.D. La. 1977).	X	
10	The school will provide free transportation to students as stipulated in the Charter Operating Agreement.	X	
11	The school charter includes provisions regarding the safety and security of the school.	X	
12	The school charter includes provisions regarding the inspection and operation of all fire prevention and safety equipment at the school.	X	
13	The school charter includes a plan for collecting data in accordance with <b>R.S. 17:3911</b> .	X	
14	The school charter includes personnel policies and employment practices applicable to the school's officers and employees.	X	
15	The school charter includes provisions regarding liability issues.	X	
16	The school charter includes employee grievance processes and policies.	X	

17	(Beginning August 1, 2024) Each president of a BESE authorized charter board shall participate in at least one hour of board governance, special education, and financial management training within one year of assuming the role.	X	
18	(Beginning June 1, 2025) Each new member of the board of directors of a BESE authorized charter operators shall participate in at least one hour of board governance, special education, and financial management training within one year of <u>appointment to the board</u> .	X	
19	The charter school will ensure fiscal responsibilities per R.S. 17:3981.		
20	Charter schools will follow applicable state laws regarding the completion of approved numeracy skills per <b>LAC28: CXV.511, R.S. 17:24.13.</b>		
21	Charter schools will follow applicable state laws regarding the display of the national motto per <b>R.S. 17:262.</b>		

## Certification

I certify that I have the authority to submit this application and that all information contained herein is complete and accurate, realizing that any misrepresentation could result in disqualification from the application process or revocations after award.

Name of Board Chair, Charter Governing Board: Dwight Jones, TFS National Board President	
Signature of Board Chair: <b>X</b> 	Date: 7/16/2025

## EXECUTIVE SUMMARY

In August, 2025, Third Future Schools (TFS) assumed operations of what was formerly IDEA Bridge Academy. We are operating this school under an agreement with the East Baton Rouge School Board for one year, but we seek a Type II charter that would allow us to operate the school as a Type 2 charter school through 2031.

### 1. Mission and Vision.

Our Third Future Schools **mission** is focused on building a high-performance and caring culture that has high expectations and where the main instructional delivery model is personalized learning.

*“A team of dedicated teachers and leaders, working in a high-performance and caring culture, maintains an intense focus on academic achievement and performance outcomes. Students find success and are engaged through personalized learning, allowing them to work at their own pace and learn in a way more suited to their strengths. Third Future Schools holds high expectations for students and staff and believes everyone can create their future.”*

The **vision** of Third Future Schools is founded on recognizing that the Year 2035 workplace will require proficiency in the areas of critical thinking, information literacy, computer programming, communication skills, statistics, and learning how to learn – subjects focused on how to think rather than what to think.

*“Third Future Schools prepares students for college and the modern workplace. Through personalized learning and a focus on critical thinking skills, our school closes achievement gaps and allows every student to reach his/her/their potential.”*

Our vision for the Third Future Type 2 charter partnership plan aligns with our Network’s vision for all schools: closing the achievement gap and preparing students for a Year 2035 workplace and world. Our goal is to partner with LDOE to move the lowest, chronically performing schools out of “F” status within one year and exceed the home district’s average by the fourth year.

### 2. Anticipated Student Population and Educational Need.

We seek to serve a similar population to the one that attended Bridge under its prior operator: high academic need at school launch (8% Mastery in 3-8 ELA in '24, <5% Mastery LEAP math in '24-'25); high rates of economic disadvantage (>97% ED); high percentages of minority students (>97% minority, 24.5% black, 71.8% Hispanic); high rates of LEP (19.8%), and high rates of special education (>15%). We expect to draw primarily from East Baton Rouge Parish (though technically our jurisdiction will be all of Louisiana), where low-income and minority students have been historically underserved.

The biggest challenges we face are those faced by any operator assuming operations of a perpetually failing, low-income school with large numbers of English Language Learners. 1) We expect that the population we serve will mirror the population that attended Bridge Academy through last school year. Specifically: we see academic challenges at a school where the SPS score was below 50 (F) for three consecutive years through 2024, and is likely to be an “F” once again when SPS scores are released this fall. 2) The population we serve will be high-poverty: 97% of IDEA Bridge students were designated economically disadvantaged in the February 1, 2025 student count. For families facing poverty, other competing needs (work, child care, housing, food) can create barriers to supporting a child’s education. And 3) with 19.8% of students designated LEP, nearly one fifth of our students will need English Language support.

### 3. Education Plan.

Our instructional model (LSAE) was designed to narrow achievement gaps. It combines direct instruction with highly differentiated lessons and assignments. All students receive grade-level instruction for the

first 40–45 minutes of a 90-minute class. This matters because many students in struggling schools rarely access grade-level work. After instruction, students complete a “demonstration of learning” (DOL) and are placed into four groups. “Learners (L),” who need more time on that day’s objective, stay with the teacher for guided instruction and practice. Students “securing (S1)” their learning work on higher-level practice in the classroom. Students who have “secured (S2)” their learning complete a still more challenging assignment, while “accelerated (A)” students tackle rigorous work. The “secured” and “accelerated” groups work in a “team center” outside the classroom, assisted by learning coaches. Lessons remain highly differentiated, and struggling students receive small-group time.

We also believe students must master Year 2035 competencies to prepare for a fundamentally different workplace and world. We call this the Dyad Concept—the acquisition of knowledge, perspective, and experiences. All students take an Art of Thinking course, and we partner with the community to provide instruction in piano, photography, filmmaking, cycling, health and fitness, yoga, karate, and more. Students also meet requirements that include joining a team sport, participating in performance arts, engaging in community service, and traveling out of state or abroad.

	Year 1	Year 2	Year 3	Year 4	Year 5
Kinder	35	55	80	100	115
1st Grade	49	55	80	100	110
2nd Grade	47	55	80	100	110
3rd Grade	56	65	85	100	110
4th Grade	62	70	85	100	110
5th Grade	62	75	95	100	110
6th Grade	63	75	90	100	115
7th Grade	66	75	90	100	110
8th Grade	60	75	90	100	110
<b>TOTAL</b>	<b>500</b>	<b>600</b>	<b>775</b>	<b>900</b>	<b>1000</b>

Our model has proven effective at lifting underperforming students and students in poverty to proficiency over a short period. With 41% of students in East Baton Rouge attending D or F schools, we feel this is an imperative.

#### 4. Impact.

Third Future Schools has weathered the sector’s confusion because our system rests on fundamentally different principles and an intense focus on closing the achievement gap while preparing students for a Year 2035 world and workplace. We will continue emphasizing high-quality instruction in the LSAE model, strengthening implementation of the Dyad concept, and pursuing a strategic focus on literacy development and growth.

We must also address workforce changes, including challenges that disrupted schools during the “covid years.” Our Action Plan includes measures to support teachers and maintain strong instruction. The core of our staffing plan is to differentiate teacher tasks and reassign tangential functions to learning coaches, apprentice teachers, and consulting personnel. This ensures 185 high-quality student-teacher contact days without reliance on untrained substitutes.

We are among the few networks closing the achievement gap while preparing students for a Year 2035 workplace and world. We will continue with conviction and the urgency our students deserve.

**5. Other charter applications to the LDOE, list the dates of previous submissions.**

Third Future Schools filed a Type 5 charter application in October 2024. Subsequently, the organization acquired Linwood Charter School in Shreveport, Louisiana, pursuant to the approval of that application.

**EDUCATIONAL PROGRAM AND CAPACITY**

**School Establishment**

**6. Community to Serve**

Third Future Schools (TFS) selected East Baton Rouge Parish for its charter application because of the planned closure of IDEA Bridge Academy in June, 2025. TFS has contracted with the East Baton Rouge School Board to operate Bridge for one year while it seeks a Type 2 charter from BESE to begin a five-year charter term starting in the 2026-27 school year.

The East Baton Rouge (EBR) Parish School System has over 41,000 students. It is the second largest school system in Louisiana. The district encompasses 83 schools. 90% of the students are minorities, and 58.7% are considered economically disadvantaged, according to U.S. News & World Report. 16% are identified as students with disabilities, and 7% are English Language Learners. 5% are homeless. In the East Baton Rouge Parish School System, a significant portion of students, specifically 41%, are enrolled in schools that have received a D or F letter grade.

As noted above, 41% of EBR students attend D or F schools. By contrast, in 2023-2024 TFS took over operations of Prescott Academy, a failing school in East Baton Rouge Parish. In its first year of operation, 58% of Prescott students achieved Top Growth in ELA (82nd percentile statewide), and 72% achieved Top Growth in Math (98th percentile). With a progress score of 107 (A), Prescott was in the 90th percentile in growth statewide among all schools serving elementary and middle grades after just 1 year. Growth again outpaced EBR as a whole in 2024-25, with math, ELA and science growing by 3 points (69th percentile statewide). In total, TFS is on track to take one of the lowest performing schools in LA from "F" to "C" in 2 years. We seek to replicate and expand on this success at Bridge.

When the local school board governing Bridge Academy made the decision to cease operations effective June 30, 2025, TFS, in partnership with EBR Schools, entered into a contract to provide services for the 25-26 school year. Third Future Schools has a corporate partnership with New Schools for Baton Rouge for a contract to provide enrollment support services as well as a grant to assist in building payments for the first 4 years of operation as TFS grows enrollment at Bridge (see Appendix 11). Bridge Academy also holds contracts with First Student for transportation services, SLA Management for food service programming, and School Food and Wellness for meal reimbursement under the National School Lunch Program.

**7. Student Population**

The East Baton Rouge Parish School System has over 39,000 students. It is the second largest school system in Louisiana. The district encompasses 83 schools. 90% of the students are minorities, and 58.7% are considered economically disadvantaged, according to U.S. News & World Report. Specifically, the total number of students identified in special education falls around 16% of the total population, 7% English Learners, and Less than 5% of the total population are Homeless.

We anticipate that the student population at Bridge Academy will more closely mirror the population that has attended Bridge through June, 2025, a population that has higher rates of economic disadvantage, higher numbers of students requiring language services, and larger percentages of minority students than



the district as a whole. 97% of IDEA Bridge students were designated economically disadvantaged in the February 1, 2025 student count; 19.8% of students were designated LEP; and 97% identified as minorities. While we don't have the final percentages for students with disabilities, we expect it to be at or above the city-wide average of 16%.

## **8. Stakeholder Engagement**

Third Future has engaged in numerous community networking events, neighborhood walks and school tours with families, community leaders, legislators, school board members, and the LDOE to raise awareness of our successful turnaround model, get feedback, and answer questions. More specifically, TFS held evening community town halls at Bridge Academy on April 30th, May 28th, and June 18th, 2025. The parent engagement bar-b-ques and open houses on July 11th and July 25, 2025. Our final open house occurred on August 1, 2025, four days before the beginning of school. During these events we collaborated with the attendees on matters that were specific to the upcoming school year. We agreed to keep the mascot, school colors and uniform policy, and we agreed to provide before- and after-care for all students.

Additional feedback and awareness will be gathered through various methods including surveys through Ourco, our internal survey platform for families and staff and through a student and staff survey conducted by New Schools Baton Rouge. We are also disseminating information and gathering feedback through Facebook and Instagram platforms, table talks at local grocery stores and community gatherings. We are holding a Fall Fair to inform families about community wrap around services. We are holding monthly Open House events and holding town hall meetings both in person and virtually via Zoom.

*See Appendix 1: Letters of Support*

## **Academic Plan**

### **9. School Model Design Elements**

The main instructional design model combines direct instruction, at grade level, and differentiated instruction. It essentially allows students who need more time with an objective to receive additional support from the teacher, who is the expert, instead of from an aide or paraprofessional. At the same time, it allows students who demonstrate proficiency on an objective to be challenged and learn to master the standard.

The LSAE model addresses the fundamental challenge teachers in struggling schools face: how to raise the proficiency of students who have gaps in their comprehension, are below grade level and when students are at different levels of proficiency (even if most of them are below grade level). The average teacher chooses to teach at a partially proficient level to help as many students as access the material. This methodology, while sensible, penalizes the students who are in the bottom quartile and in the top quartile. It also lowers expectations for the other students since students are taught at a partially proficient level, they end the year at a partially proficient level.

In most struggling schools, assignments are “watered down,” and expectations are lowered. The Opportunity Myth published by The New Teacher Project (TNT) in September 2018 revealed that “4 out of 10 classrooms with a majority of students of color never received a single grade-level assignment.” That is why we start with 40 to 45 minutes of grade-level instruction for all students for every class, every day. Teachers use appropriate scaffolding, but the main content is at grade level. Our model recognizes the challenges of classes that are academically behind by starting with grade-level instruction and then differentiating for four levels of proficiency (five if you count the “Enriched” level). The students who are still learning the objective get even more direct instruction and guided practice. But the design model – LSAE - would not work as well if we also did not follow the principle of “first, good instruction.”

First, good instruction is the philosophy that teachers need to teach students well first, before relying on interventions or remediation. All students, including special education students and English language learners, receive grade-level and first, good instruction. We train our teachers to scaffold their content, provide visuals, use manipulatives and graphic organizers, use paragraph prompts and response templates, and many other strategies, but to do so with grade-level content. These techniques combined with high expectations and encouragement have allowed us to accelerate growth and raise achievement for all students. The unique LSAE design is also supported by other, tried and true practices such as:

- teacher effectiveness being monitored and coached daily,
- more relevant time on task – 184 student-teacher contact days; 90-minute classes in math and reading; a longer school day, and
- requirements for a minimum of 500 words of text in each LSAE assignment or word problems in math; students annotating while they read; and the use of multiple response strategies.

The other half of our design model centers on the Dyad Concept. The Dyad Concept is the acquisition of knowledge, perspective, and experiences. It is premised on the notion that a well-rounded education includes knowledge and skills gained from disciplines other than the traditional core subjects and that a person's experiences provide context for perspective and critical thinking. The Dyad Concept further presages that the Year 2035 workplace and world will require different and additional knowledge and skills such as information literacy, problem-solving, critical thinking, communications, computer application literacy, and learning how to learn. Thus, we invest heavily in our Art of Thinking course and require students to complete a set of experiences and activities over the course of two years (hence the word Dyad for every two years).

While our LSAE model is innovative, the research base for it is longstanding. First, direct instruction is an instructional approach that is structured and guided by the teacher. There is rich research based on direct instruction, and for a good summary, see *A Brief Summary of Research on Direct Instruction* (Jean Stockard, Ph.D., January 18, 2015). With direct instruction, teachers use different and engaging strategies to guide students through the learning of specific objectives. The proper and effective use of direct instruction can help students who might “get stuck” or frustrated when trying to learn content without a significant amount of assistance or guidance. Students who are behind academically sometimes need considerable guidance when learning difficult concepts or highly complicated skills such as reading or writing. Students will not be left on their own to flounder.

The other core strategy in our education program is differentiation. The research base for this strategy is also well-developed. Research on differentiation shows that this method benefits students with varying degrees of academic abilities from those with learning disabilities to those who are advanced. Carol Ann Tomlinson is known for her work in differentiation and provides strong evidence of its effectiveness in *How to Differentiate Instruction in Academically Diverse Classrooms* (Tomlinson, ASCD, 2017). Tomlinson and David Sousa also showed how neuroscience supports this educational program in *Differentiation and the Brain* (Sousa and Tomlinson, Solution Tree Progress, 2011). Our program will support students at Bridge Academy who are in classrooms where the range of academic abilities varies.

Beyond academic research, we have eight years of proven experience that demonstrate conclusively that the model works for all students. We do not have “remedial” courses or “honors” courses, and we do not “track” students. Instead, we provide effective direct instruction at grade level every day and then provide highly differentiated instruction and activities for all students. This has had the effect of “catching up” the lower-performing students while simultaneously enabling the more advanced students to grow even more.

## **10. Curriculum and Instructional Materials**

Third Future Schools utilizes Core Knowledge Language Arts as the curriculum for our K-4 students in both ELA and Science of Reading classes. Our core curriculum is developed by in house experts and



follows the Louisiana State standards and its progression. The process we used included but was not limited to: 1) a comprehensive overview of the state standards, 2) identifying priority standards based on the number of times questions on a particular standard appeared on LEAP for the last ten years, and 3) realigning priority standards based on test data. We have a similar crosswalk for each grade from 3 - 8, but because of page limits we are only sharing grade 3 ELA as an example. (Appendix 15 - sample curriculum map - 3rd grade ELA).

## **11. Hybrid Learning**

Third Future Schools currently operates a hybrid learning model in all core content classes. With the onset of COVID-19 in 2020, TFS switched to remote learning within three business days. To date, we have not stopped this model, and students may access our core instruction virtually, for when they are sick, suspended, or in the worst cases, qualify for hospital homebound services. Our platform for instruction is Google Classroom. All rooms are set up with webcams and wireless microphones. We use this virtual model for training across state lines, coaching teachers, and allowing funders to visit our classrooms virtually.

- a) *Circumstances under which this plan would be implemented.* TFS will go to a hybrid model if required by the President, Governor or Local Health Agency due to extenuating circumstances. Students may access this model if they are sick, but in-person attendance is required unless ordered by the entities above and/or and IEP/504 requires this instructional model.
- b) *A plan to acquire and disseminate technology to students.* TFS has a one-to-one computer to student ratio. Students would be provided with a Chromebook to access a hybrid model. Dissemination would be through multiple avenues such as check out, pick up at school and delivery to the home. TFS was able to deploy 1300 chromebooks within 72 hours at the onset of Covid-19 in March 2020.
- c) *A plan to track and monitor attendance in a virtual setting.* Student attendance would be tracked by virtual attendance. Our instruction is live virtually and students would be expected to attend on time. This would be recorded in J Campus each period/daily.
- d) *Identification of the Learning Management System (LMS) to be employed.* The LMS would be Google Meets and TFS has a full-time tech coordinator to support the students/families in Baton Rouge with technology issues.
- e) *A plan to provide training and technical support on the LMS to staff, families, and students.* If moving to a hybrid model, multiple virtual town halls would be held to go over the protocols and procedures for form of instruction. This would include social media, recordings, videos and live chats.
- f) *A plan to communicate with staff, families, and students virtually.* If moving to a hybrid model, multiple virtual town halls would be held to go over the protocols and procedures for form of instruction. This would include social media, recordings, videos and live chats.

## **Academic Goals**

### **12. Measurable Academic Goals (e.g., LEAP 2025)**

TFS establishes the following student achievement goals and reviews those goals every year. LEAP 2025 aligns with NWEA in that it gives a proficiency projection by content for the school year currently being tested. This aligns with the TFS model in that we focus on growth in order to attain proficiency.

As of the 2024-25 school year, 8% of IDEA Bridge students achieved Mastery or higher in ELA, and fewer than 5% of students achieved Mastery or higher in both math and Science. During the same year,

“Mastery+” rates in EBR (including RSD) were 36% for ELA, 27% for Math, and 22% for Science. We endeavor to move Bridge students to the EBR average by year 4 of our charter on each assessment. Year by year goals are summarized in the table below, and will be reviewed on an annual basis.

	2026-27	2027-28	2028-29	2029-30	2030-31
<i>Goal 1, Reading Proficiency: % of 3rd - 8th grade students achieving Mastery+ on LEAP ELA assessment</i>	19%	25%	30%	36%	42%
<i>Goal 2, Math Proficiency: % of 3rd - 8th grade students achieving Mastery+ on LEAP math assessment</i>	12%	17%	22%	27%	32%
<i>Goal 3, Science Proficiency: % of 3rd - 8th grade students achieving Mastery+ on LEAP Science assessment</i>	10%	15%	20%	25%	30%

We have a number of additional goals that support the performance goals above. 1) We expect to see 1.7 years of growth on the NWEA MAP assessment (mean RIT score) for each grade level, 2-8, in reading, math, and science, for each year of this charter. 2) We expect 55% of 4th and 8th grade students to be above the 50th percentile in NWEA MAP reading and math assessments in each year of this charter. 3) We expect 75% of K-3 students to be “Typical” or “Above Typical” for growth on end of year DIBELS reading assessments for each year of this charter. 4) We expect median growth percentiles on the LEAP exam for English Language Arts for English Language Learners to exceed 55 for each year of the charter, and we expect median growth percentile on the WIDA assessment for English Language Learners to exceed 55 for each year of the charter. And 5) 65% of the students in grades 3 through 8 will be proficient in critical thinking as measured by the Third Future Schools end-of-year Art of Thinking exams.

We conduct reading, math, and science assessments during the first three weeks of school and require student learning plans for all of our students. We will take the NWEA MAP assessments in reading, math, and science at the beginning of the year (BOY), middle of the year (MOY), and end of the year (EOY). These assessments help us determine the learning gaps as our students start the year. Students who need additional interventions will receive instruction and support from our reading interventionist and ELD interventionists. If a student with learning gaps is also a special education student, we will ensure the IEP and/or student learning plan includes narrowing learning gaps. Each of our SPED teachers will have a support teacher who will help with the administrative requirements so that the SPED teacher may focus on providing services including strong instructional support.

The differentiated learning approach to instruction is particularly important for special education students and English Language Learners. Our SPED-certified teachers will also be trained in differentiated learning and the LSAE model. Using this approach, they will be able to help students overcome academic challenges or language barriers and reach their full potential. Knowledge and competencies in child development, early childhood pedagogy, and individualizing instruction will be the hallmarks of our high-quality and inclusive learning environment fostering the development of all children.

Aside from the annual state assessment (LEAP), NWEA assessment taken three times a year, and student culture survey, student classroom data are collected every day through the DOLs (demonstrations of learning).

A high-performance culture requires continuous support and professional development, and data analysis and integration is core to how we evaluate student progress and educator success. Thus, our approach to professional development is based on a “coaching” model whereby staff members receive data-driven, real-time and on-the-job feedback daily. We focus on “Third Future Ready Characteristics” which are specific instructional practices and strategies that define high-quality teaching, including data analysis. They are also tied to the teachers’ evaluation. Administrators provide differentiated support for teachers to help each one improve. Professional development is made more effective because most of the topics are tied to quality instruction and the teacher evaluation system - 40 percent of which is connected to the quality of instruction. All of the training is relevant, and teachers are held accountable for purposeful implementation--including data analysis. Administrators are similarly coached. A member of the Network leadership team - Regional Directors of Schools, Chief of Schools and/or the Superintendent (all of whom are experts at instruction and the TFS model)– will be at Bridge Academy on a regular basis. They will provide on-the-job coaching to the Principal and Assistant Principals. The Superintendent, Chief of Schools, and Directors will provide scheduled, four-hour professional development to administrators every month. Similarly to the teachers, administrators have a rigorous evaluation system that is also tied to compensation.

### **Louisiana Accountability System**

#### **13. Prior performance data**

Below is a chart summarizing the schools TFS operates across three states: Colorado, Texas, and Louisiana.

<b>School</b>	<b>Location</b>	<b>Launch Year</b>	<b>Grades</b>	<b>Performance</b>
Advanced Academy of Learning	Aurora, CO	2017	K-8	“Green” in CO accountability system, equivalent to “B”
Coperni 3	Colorado Springs, CO	2019	K-8	“Green” in CO accountability system, equivalent to “B”
Sam Houston	Midland, TX	2020	PreK-6	Grown from F to A
Ector College Prep	Odessa, TX	2021	6-8	Grown from F to B
Mendez Middle School	Austin, TX	2022	7-8	Grown from F to B
Lamar Elementary	Midland, TX	2023	PreK-6	Grown from F to B
Fehl-Price Elementary	Beaumont, TX	2023	PreK-5	Grown from F to D
Jones-Clark Elementary	Beaumont, TX	2023	PreK-5	Grown from F to C
Smith Middle School	Beaumont, TX	2023	6-8	Grown from F to C
Parnell Intermediate	Jasper, TX	2024	3-5	Grown from F to B
Manor Middle School	Manor, TX	2025	6-8	First year of operation

School	Location	Launch Year	Grades	Performance
Hirschi Middle School	Wichita Falls, TX	2025	6-8	First year of operation
Prescott Academy	Baton Rouge, LA	2023	PreK-8	Grown from F to C (expected 2025)
Fair Park Middle	Shreveport, LA	2024	6-8	Grown from F to C (expected 2025)
Bridge Academy	Baton Rouge, LA	2025	K-8	First year of operation
Linwood Public Charter	Shreveport, LA	2025	PreK-8	First year of operation

TFS has a track record of performance improvement for all of the schools it runs. We specialize in turning around the lowest performing schools in a state serving a high-poverty population, and achieving dramatic improvement over a very short period of time. Within four years, we anticipate each of the schools in our portfolio will meet or exceed district averages. We have seen this at each of the schools we operate that were opened in 2021 or earlier, and we have either already met that benchmark or are on track to meet it at each of the schools opened since 2022.

Two schools operated by TFS in Louisiana opened this year (Bridge and Linwood). Only one, Prescott Academy, has data available. Under Democracy Prep, Prescott was rated an F. In its first year of operation, 58% of Prescott students achieved Top Growth in ELA (82nd percentile statewide, all schools), and 72% achieved Top Growth in Math (98th percentile, all schools). With a progress score of 107 (A), Prescott was in the 90th percentile in growth statewide among all schools serving elementary and middle grades after just 1 year. Growth again outpaced EBR as a whole in 2024-25, with math, ELA and science growing by 3 points (69th percentile statewide). After its first year, Prescott grew from an “F” to a high “D” (1.5 SPS points from a “C”), and given growth in 2025, the school is on track to take one of the lowest performing schools in Louisiana from “F” to “C” in 2 years.

Subgroup mastery rates for the school’s first two years are summarized below, and compared with state averages.

Subgroup	State 2025 %Mastery+	Prescott 2025 %Mastery+	State Δ 2023-25	Prescott Δ 2023-25
Total Population	35	12	3	6
Black or African-American	21	11	2	5
Hispanic/Latino*	28	33	3	>28, <33
Economically Disadvantaged	26	11	2	5
Students with Disabilities*	14	9	3	>4, <9

\*Mastery+ rates provided by the state in 2023 were “<5%” for Hispanic/Latino students and students with disabilities. Louisiana does this when numbers are so small as to potentially identify individual students; as a result, making precise changes for these subgroups are difficult to specify, so we have provided a range..

Growth at Prescott outpaces growth for each subgroup by 2x in nearly all (possibly all) cases. Clearly, gaps still persist. However, TFS schools continue to make gains in growth and proficiency among subgroups as evidenced by NWEA growth and Dibels data. *(Note: Prescott's ELL population is very small so LEP data is not included here; we know Bridge will have a much larger LEP population, and have extensive experience achieving results with this population in Texas and Colorado.)*

At this time TFS does not have any schools with deficiencies as identified by LDE or BESE, and have met expectations as part of annual review cycles. Prescott Academy received a contract extension from BESE this past spring and is not up for renewal until the year 2030.

As noted above, at this time, TFS does not have any schools with identified deficiencies. However, we recognize that our students (overall and by most subgroups) are not yet meeting our expectations. We have explicit procedures for identifying and addressing operational, financial, and academic issues. On the academic side, every school in the TFS network evaluates their data at beginning, middle and end of year, and creates an action plan based on their student data. Plans are explicitly tied to the Network action plan. The plan is refined at the beginning of second semester to make any necessary changes for the remainder of the school year based on mid-year NWEA data by student subgroups.

### **Assessments**

#### **14. Diagnostic, Formative and Summative Assessments**

Performance assessments and school-wide data and performance monitoring are tied to Louisiana state standards. We analyze student achievement data on a regular and continuous basis. Teachers are required to administer a demonstration of learning (DOL) every class period, every day. The DOLs assess a student's proficiency level on a given lesson objective (which is tied to the standards), providing the student and teacher with real-time information about the student's academic progress. Curricular adjustments are made daily through the classroom DOLs for the daily reteach time (LSAE time). Teachers then assemble in professional learning communities (PLCs) every Thursday after school to review the DOL data and assess each student's proficiency and progress for the week.

Performance assessments and school-wide data and performance monitoring are tied to Louisiana state standards. We analyze student achievement data on a regular and continuous basis. Teachers are required to administer a demonstration of learning (DOL) every class period, every day. The DOLs assess a student's proficiency level on a given lesson objective (which is tied to the standards), providing the student and teacher with real-time information about the student's academic progress. Teachers then assemble in professional learning communities (PLCs) every Thursday after school to review the DOL data and assess each student's proficiency and progress for that week. Students are then placed in differentiated proficiency groups (LSAE groups) every Friday for remediation or enrichment. In this way, we can assess student progress continually. Since teachers are observed and coached continuously, school leaders are also able to analyze the connection between instructional practice and the progress of the students. Students who are not making sufficient progress after good first instruction are provided more support such as time with a reading interventionist or small group math tutoring.

Bridge Academy students will take the beginning-of-year, mid-year, and end-of-year NWEA MAP assessments in reading, math, and science. We take the beginning-of-year test in August; the middle of year test in December; and the end of year test in May. These are nationally normed tests and will help us monitor our progress during the year and help compare our academic growth to students across the nation. We analyze academic growth relative to the average growth a student in the United States demonstrates by mid-year and end-of-year. We also analyze percentile increase, which is a measure of a student's relative increase in proficiency. The MOY and EOY growth metrics are part of our teacher evaluation system. To ensure all students meet and exceed the needs of the standards, we will also review the LEAP

released assessment items in October and February. These tests are directly aligned with the actual LEAP exams and will help us monitor our progress throughout the school year.

### **Diverse Learners and Student Supports**

#### **15. Identifying and Serving Diverse Learners.**

Third Future utilizes a Multi-Tiered System of Supports (MTSS) as a prevention-based framework that focuses on a data-driven problem-solving approach to support all learners. Using the Beginning, Middle, and End of year Map data taken from the Northwest Evaluation Association (NWEA), students who score below grade level are identified as students in need of intervention. In addition to academics, behavior is monitored, and students are identified in need of support based on the positive behavior system in place.

#### *Overview for all diverse learners, and interventions for students with disabilities*

For identified students in the areas of academic and/or behavior, formal communication is provided to parents and the MTSS process is initiated. Students that are identified in need of intervention are monitored for at least three weeks by the classroom teacher. After the initial three weeks, the student support team (SST) is assembled to review progress and determine the next steps. If warranted, further interventions are put in place for at least three additional weeks. After this cycle of intervention, the SST meets to discuss regression, stagnation or progress of the student. At that time, utilizing the data from the MTSS process, the team determines if further interventions and time are appropriate or if a referral to consider Special Education identification is in the best interest of the student.

Services to include 'specific times' are guided by student need in the Least Restrictive Environment (LRE). This is established through the evaluation process and subsequent IEP. Identification of each student is a unique and individualized process that occurs in conjunction with the MTSS process. As students are identified, we strive to ensure that all identified students receive their Free and Appropriate Public Education (FAPE) in their LRE along a continuum of services. This is unique and individualized to each student and cannot or should not be generalized or pre-determined. Rather, we utilize various modalities to meet the needs of our students within our school. Specifically, our LSAE model supports a combination of inclusion and pull-out services. Some students will benefit from push-in support (inclusion) within the general education setting or may receive pull-out (resource) services for more targeted intervention and instruction that will occur after the demonstration of learning. There are some students that require both service deliveries. The modality of services and the amount of time is a team decision that is made through the IEP process and is in the best interest of the student.

Students are progress monitored on a weekly basis according to their IEP needs. This data is continually used to inform providers of the effectiveness of services. This progress monitoring data is also used to inform progress reports and is reviewed at least once during the annual IEP. Additional data, by way of demonstrations of learning that occur daily, classroom performance, Dibels, NWEA and state assessments are also used as checkpoints and key indicators for success. These data points are all used to update the present levels of performance that drive supports and services within the IEP. Special education evaluations are conducted by the multidisciplinary/pupil appraisal team. Through the IEP process, the special education teacher and other members of the IEP team develop the IEP's to include student goals. The special education teacher and if applicable related service providers are responsible for progress monitoring. Progress reports are shared with families as outlined on the IEP, on a quarterly basis.

Through the implementation of the MTSS process and focus on data driven instruction by way of our LSAE model, we have seen a decrease in the number of referrals and identification of students with disabilities. On the other hand, recent data on NWEA and LEAP have demonstrated growth for disabled and non-disabled peers alike.



Should corrective action be required for our diverse learners, ELLs, and academically behind students, the following systems and process will have already been implemented and will be utilized to demonstrate accountability.

- Review and revise referral and evaluation protocols for (SPED/ELL/Gifted).
- Provide professional development on culturally responsive evaluation and MTSS.
- Implement a data review process prior to the referral process.
- Disaggregate data on subpopulations quarterly.
- Conduct internal audits.

#### *English Language Learners*

Students will receive language-based instruction through our LSAE model. The four areas of language acquisition: reading, writing, listening, and speaking. These are taught thoroughly through our LSAE model, direct instruction, MRS, and TFS-ready characteristics.

Within our model, English Learners will be provided sheltered instruction and mainstreamed. Depending on language proficiency levels, some students will receive sheltered support for up to three days a week, for thirty minutes each session while other students may be mainstreamed in our instructional model and supported through inclusion.

Our English Learners will be continuously tracked, and progress monitored throughout the course of the school year. Data will be used to monitor and determine appropriate programming needs. Our designated ELL staff in collaboration with school administrators and teachers will be involved in this process.

English Language learners are identified through the home language survey. If a language other than English is indicated, students are assessed using state-approved EL proficiency screener. Based on those results, an individual learning plan is developed for those students identified. Through our LSAE model, which provides targeted instruction in reading, writing, speaking and listening, EL students are ensured access to grade level content while being supported in their language acquisition.

Should disproportionality or overidentification of English learners occur, the team would conduct a root cause analysis. In this, the identification procedures for EL learners would be reviewed and steps would be taken to ensure the validity of that process that may include retraining and revision of current practices. Routine monitoring and program audits would be conducted with the emphasis on EL enrollment vs. school demographics, EL identification trends across grade levels, EL representation in special education and discipline, and EL performance compared to non EL peers.

#### *Academically Behind*

Universal screenings are conducted with all students. Along with universal screenings, formal assessments, classroom performance and parent/teacher requests support in the referral process for considerations of gifted and talented. The overall body of evidence is then used to determine if a student meets the requirements of the gifted and talented. This review is conducted by the student support team (SST) and parents. At the conclusion of the meeting, a formal determination in writing is provided to parents. Once students have been identified, a plan is put in place for the student. This plan outlines the needs and services a student will receive that will support them in achieving their level of rigor. This plan is developed by the SST and is reviewed annually.

Utilizing the LSAE model, students will be provided with accelerated assignments and enrichment opportunities that will be supported by staff within the classroom and team centers. Progress will be continuously monitored and adjusted by the SST team as needed based on student need.

Through the LSAE model, students who are 'academically behind' will receive direct instruction that is scaffolded, differentiated and is provided in a small group setting. Curriculum based measures, progress monitoring tools, and computer based systems such as i-Ready are utilized to support students.

#### *Academically Ahead*

Through our LSAE model, enrichment opportunities occur within our team centers and are individualized according to the students' needs. Staff (Teachers, Learning Coaches, Teacher Apprentices) in alignment with student plans, work to ensure that students who are Gifted are receiving enriched based work and support during those targeted times.

### **Behavior Management**

#### **16. Discipline, Behavior Intervention, Classroom Management**

Upon enrollment, students and families are provided with the student handbook which includes all policies and procedures related to discipline. In addition each time a parent is contacted for discipline action the code of conduct is referenced with the parent. The appeals process is described within the student handbook.

#### *Code of Conduct*

The faculty and staff at Bridge Academy is dedicated to providing students with skills necessary to reason, communicate, and live with dignity in a civil society. Central to this mission is the creation of a school community characterized by caring, discipline, order, and respect.

The school's Code of Conduct has been designed to guide the efforts of teachers and staff in creating a safe, orderly environment and to reinforce the primary mission of the school: rigorous academic learning. The Code, which clearly states all school-wide rules governing student behavior as well as the consequences for breaking the rules, will serve as a contract among parents, students, and staff. Our school-wide rules and approach to behavior are based on 3 non- negotiable expectations and the Seven Habits of Success previously mentioned.

#### Non-negotiable:

- Respect all teachers and staff members at all times
- Students will not take away from the education of other students
- No bullying

Disciplinary action is considered a last resort, and only after proactive, documented interventions have been exhausted. These interventions may include but are not limited to restorative practices, teacher-led conferences, check-ins, and positive behavior reinforcement strategies (Habits of Success).

In cases where student behavior continues to escalate or when offenses are more severe, additional supports may be implemented, such as behavior contracts, safety contracts, and behavior intervention plans (BIPs). These tools are used not as punitive measures, but as proactive supports designed to help students understand expectations, build self-regulation skills, and maintain safety for all. This model reflects our commitment to equitable discipline practices that support both student growth and a safe, inclusive school climate. Establishing systems of positive behavior support, structures that promote character education and discipline is an ongoing process.

Alone, this Code will not ensure school discipline, nor will it develop an individual's character. However, as part of a comprehensive effort supported by all members of the school community, it will guide the process. Faculty and staff will work continuously to achieve as much consistency as possible with regard

to disciplinary matters, and they will be prepared to revise and adapt disciplinary procedures, as necessary.

Embracing the principles outlined herein is a first and vital step toward creating the type of environment in which all children can thrive. It will not only minimize physical harm and disruption among students, but it will also help establish among all members of the school community the habits that characterize a civil society. This is our Code, a blueprint for living and learning,

A progressive approach to discipline is implemented as a standard practice. Grounded in our instructional model, this approach emphasizes the importance of creating a positive, supportive learning environment where most students are given multiple opportunities to reshape and redirect their behavior through structured guidance and intervention.

TFS is committed to ensuring that all students are treated equitably and with dignity, particularly students from historically marginalized subgroups. We have developed a comprehensive plan for the ongoing review of student discipline data to proactively identify and address any patterns of disproportionate suspension or expulsion.

- Monthly data reviews: discipline data will be disaggregated by race/ethnicity, gender, disability status, English learner status and other relevant subgroups on a monthly basis.
- Quarterly Equity Audits: school leadership will conduct quarterly equity audits to assess trends in suspensions, expulsions, and other exclusionary practices.

If disproportionality is identified through data analysis, the following corrective actions will be implemented:

1. Root Cause Analysis
2. Policy and Practice Review
3. Individualized Support Plans

This proactive and data-informed process is aligned with federal and state requirements, including the Louisiana Department of Education's equity and discipline guidance.

Bridge Academy will follow the hybrid model for students that have been placed in an alternate setting.

*See Appendix 2 for School Model Master Plan*

## **Parent and Community Engagement**

### **17. Engaging Parents/Guardians and Community**

TFS continues to use formal and informal methods to engage and inform our families and communities, and to guide our decisions at the micro/macro level. Through informal methods (town halls, BBQs, Back to School nights, parent-teacher conferences, Newsletters, etc.), we gather anecdotal information about our schools. The smaller school settings enable community members to gain confidence, trust, and comfort over time, allowing for more frequent and honest contributions. Our school administrative teams respond to the suggestions/recommendations shared by parents at the micro (school) level. Through our formal Ourco survey for parents, the diversity of opinions has been invaluable as we garner honest feedback and use their input to improve the Network. The Superintendent shares the results of the surveys (student, parents, and staff) with each State's board, the National board, and posts results of the surveys on the website. Our school and network level administrators use the suggestions from the surveys to improve, refine and/or revise their action plans which they create at the beginning of the school year and revise semi-annually.

Parents, families, and community members have the opportunity to participate and provide regular feedback in quarterly School Advisory Committee (SAC) meetings. Additionally, parents, families and community members are invited to quarterly Special Education Advisory Committee (SEAC) meetings.

Community involvement occurs in our schools every day through our dyad consultants. The dyad consultants come directly from our communities. Their contributions enhance our students' lives through classes such as martial arts, music, art, cosmetology, piano, to name a few. These community members are not only our advocates but participate in our staff survey as well. Ultimately, the data from surveys and the recommendations provided can be used broadly and will be used sustainably to improve the Network.

Constructive criticism motivated by a sincere desire to improve the quality of the educational program or to equip the schools to do their tasks more effectively is welcomed by the Board of Directors (Board). The Board believes that complaints and grievances are best handled and resolved as close to their origin as possible. Therefore, the proper channeling of complaints involving instruction, discipline or learning materials will be as follows: teacher, principal, Superintendent or designee, Board of Education.

Any complaint about school personnel shall always be referred to through proper administrative channels before it is presented to the Board for consideration and action. When a complaint is made directly to an individual Board member, the procedure outlined below shall be followed, and the grievance process will be started by filing the grievance.

The Board member shall refer the person making the complaint to the principal or the Superintendent. [If the person has already made a complaint to the principal or Superintendent and is not satisfied, then the Board member shall ask that the complaint be written and signed. The Board may then choose to hear the complaint or appoint a hearing officer to hear the complaint. The hearing officer will determine how to resolve or conclude the complaint.] The principal/Superintendent or designee shall contact the grievant within 3 business days to hear the outstanding issues and address concerns.

If the person will not personally present the complaint to the principal or Superintendent, the Board member shall then ask that the complaint be written and signed. The Board member may then refer the complaint to the principal or Superintendent for resolution. The principal/Superintendent or designee shall contact the grievant within 3 business days or submit a response to the grievance in writing.

If at any time the person making a complaint feels that a satisfactory reply has not been received from a principal, that person should be advised to consult with the Superintendent or designee and, if still not satisfied, to request that the complaint be heard by the Board of Directors or by a hearing officer appointed by the Board. This request must be in writing and provide specific detail of the grievance and why the resolution provided by the principal/Superintendent or designee is not appropriate in their viewpoint. Within 10 days of receipt the Board of Directors will respond in writing their decision. If declining review, the Board's written response to the grievant will explain the reasons for the determination. Issues of employee or student privacy may be addressed in Executive Session, as is legally proper.

If the grievant is not satisfied with the School Board's determination not to review the written grievance or the written resolution reached by the School Board after reviewing the grievance, the grievant may submit its concerns in written format to the Executive Director of the Charter School Institute within five business days from receiving the written decision of the School.

For families without internet access, formal grievances can be hand-written and submitted as a hard copy. These grievances can be completed at the school campus.

## GROWTH PLAN

### 18. Similarities and Differences with Existing Models

- a) *Promotion and graduations policy*: No change - Third Future Schools have their own policy and does not allow for social promotion. All students are required to meet attendance requirements of no more than 80% or better, and 1.5 years of academic growth. If not met, students are required to attend 5th Quarter summer school.
- b) *Instructional leadership roles*: No change - Third Future Schools has its own instructional leadership roles in the Network which comprises the Superintendent, Chief of Schools, and two Directors of Schools for Texas, and two Directors of Schools for Louisiana. In each of our schools, the instructional leadership includes the Principal and all of the Assistant Principals.
- c) *Teacher and school leader evaluation policies*: No change - Third Future Schools has its own teacher and school leader evaluation system and policies as existing schools in the Network.
- d) *Hiring processes (including qualifications and responsibilities for instructional and administrative staff)*: No change – Third Future Schools will follow its own established hiring processes as existing schools in the Network.
- e) *Food services*: Third Future currently partners with SLA for food services and will continue to do so.
- f) *Transportation*: Third Future currently partners with First Student for transportation and will continue to do so.

### 19. Improving Ability to Serve Students in LA

Bridge Academy will follow the Third Future School model. TFS will provide a comprehensive personalized learning model that has proven to decrease the student achievement gap and teach year 20235 competencies in three states and over 11 campuses. Our model is proven by an increase in NWEA MAP growth scores as well as State assessment scores and state/school report card rankings.

Bridge will be Third Future's second school in Baton Rouge, in addition to Prescott. Having multiple schools also presents opportunities for shared professional development, and peer engagement between principals. Both of these will lead to more effective schools, more robust offerings, and better student outcomes.

### 20. Nonprofit History

- a) *Litigation / Arbitration*. TFS currently has two complaints regarding termination of two employees. Per legal counsel, we cannot provide details for any ongoing litigation. No safeguards have been put in place at this time due to on-going fact finding proceedings. We would be happy to provide additional information in consultation as permitted by our attorneys.
- b) *Outcomes/demands of litigation; Terminated contracts*. As stated above, litigation is ongoing, and we have had no demands from arbitration or litigation. TFS has not had any contracts terminated or non-renewed by our authorizers.
- c) *Non-openings*. TFS has opened every school on time with all authorizers.

## ORGANIZATIONAL PLAN CAPACITY

### Staffing

#### Context for 21 - 26, Staffing Structure Model

One overarching theme for TFS is to differentiate the “teacher” responsibilities, isolating the core and most valuable classroom teacher skills and shifting fewer complex tasks to other employees. Thus, the teacher will deliver instruction that maximizes student engagement, time on task, and student learning. Other staff members will copy assignments and classroom materials, grade papers, keep the classroom

supplied, and handle disciplinary issues. Soon, Third Future teacher “duties” will also be a thing of the past. [Currently, our teachers have either before-school or after-school duty just four days a month because our schools open at 6:30 AM - 5:00 PM for our working families].

To take into account the changing nature of the teaching workforce and ensure adequate staffing to continue performing at high levels after COVID, other key differentiators were successfully implemented, in addition to the unique instructional model, Dyad program, and budgeting.

*1. Differentiate compensation.* Staffing is inextricably linked to compensation. If we are going to staff schools and get achievement and performance outcomes adequately, then we must raise salaries significantly. But just raising salaries indiscriminately, without considering workforce changes or the need to raise student achievement, is unwise and ineffective.

Additionally, no organization can maximize its effectiveness if what it values is disconnected from how it compensates its employees. Consider, then, differentiating salaries and incentives based on the employee’s skills, ability to achieve outcomes, and the quality of their instruction. At Third Future Schools, we use a combination of the “hospital model” for base salaries and incentives for annual outcomes. That means our base salaries are differentiated by position.

For example, our third- and sixth grade reading positions have the highest salary range, beginning at \$7,000 higher than social studies. Fourth-grade Art of Thinking teachers make at least \$4,000 more than our fourth-grade math teachers. Teachers also receive different incentives based on achievement outcomes and a rigorous assessment of their quality of instruction.

Our average teacher salary is at least \$10,000 above the average teacher salary in the surrounding districts, allowing us to attract and retain teachers. These teachers may not be “veterans,” but they are getting achievement outcomes. The average teacher salary at Prescott Academy in East Baton Rouge is \$83,000.

*2. Hire specialists in lesson planning.* While this is not a new idea in the profession, it is time to be purposeful about finding ways to help teachers with work-life balance, narrow the set of skills that are required for a teacher to achieve, and capitalize on teachers who are great at planning, but not as much on implementation.

Here is how we are doing this. Third Future Schools, a network of 12 schools in Colorado, Texas, Louisiana, employs approximately 500 teachers. Our teachers work hard, and our instructional model (called LSAE) requires even more time to develop daily lessons. This generation’s penchant for finding a better work-life balance will make it harder for Third Future Schools to retain high-quality teachers if we do not relieve teachers of some of the work that occurs after school hours. Thus, the Network has hired five curriculum developers (LCDs) to create LSAE lesson plans and assignments in ELA and Math that teachers can use throughout the Network.

LCDs will be paid approximately \$80,000 annually and can work from home. In some cases, if they develop the lessons for two grade levels, they may receive \$90,000. LCDs must be experienced in the TFS LSAE model and have demonstrated substantial achievement results. They are required to spend at least eight hours a week in a TFS school. This is a two-year position and can be done from home. Each school shares in the expense on a per-pupil basis. In some cases, LCDs may teach a class for two periods (90 minutes each) and still develop the LSAE lessons for a grade-level course. In these cases, the LCD will earn approximately \$75,000 annually.



*3. Replace elective teachers with community consultants.* At Third Future Schools, students attend a one-hour elective class every day and twice a week for 90 minutes each time they also attend classes to broaden their experiences, such as karate, piano, photography, filmmaking, graphic design, dance, cycling, fitness, and others. We call these courses “Dyad classes.”

To afford this, we hire consultants from the community to teach the Dyad classes. We pay them \$30 an hour as a Dyad consultant (on a 1099). We have had great results using these members of the community – students have fun and are taught by experts in the specific field or course, and we forge closer relationships with the community. These Dyad classes have been so successful we are slowly replacing the traditional elective teachers with Dyad consultants as the elective teachers retire or are not invited back.

Equally important, we achieve the same (or better) outcomes and experiences for students at a much-reduced cost (most districts spend twelve percent of their operating budgets on electives). Then we put the savings into higher teacher salaries.

*4. Hire additional Apprentice Teachers.* Post-pandemic, we anticipate a few mid-year resignations as a “normal” phenomenon. Third Future has, and all schools should consider hiring more “Apprentice Teachers” who can support teachers or simply work with another core content teacher to grow as an effective teacher.

At TFS, apprentice teachers are hired to become teachers in Math, ELA, Science, or Art of Thinking. Their salary starts at approximately \$63,000. They should not have more than three years of experience. They are guaranteed at least one-quarter of apprenticeship. After that, they are expected to assume the prominent teacher role once a relevant full-time position opens and they have passed the competency requirements to move into a teaching position.

According to the TFS compensation plan, their salary will be adjusted at that time to that of a regular teacher. However, TFS may determine that the Apprentice Teacher is not ready and keep them in their apprenticeship.

*5. Create the Learning Coach position.* At TFS, we ensure students experience 184 days of high-quality instruction. Recognizing the continued difficulty in finding substitutes who can deliver effective instruction, we have a proven alternative. Indeed, TFS stopped trying to find high-quality substitutes years ago.

We also stopped hiring “paraeducators,” who are generally low-skilled and cannot help raise student achievement. Instead, we hire “learning coaches” who have Bachelor’s degrees and must be proficient at working with small groups of students and monitoring study centers (in line with our instructional model) and can actively substitute for an absent teacher. As a result, we have never had to take a teacher’s planning period away or combine classes because of a vacancy or teacher absence. Learning coaches earn an average of \$53,000.

## **21. Roles and Responsibilities: Board, Leadership, Management Team, other Entities**

Third Future Schools will create a TFS-LA South Board of Directors to govern Bridge Academy under a Type 2 Charter. The Board will approve all policies, budgets and evaluate the CEO. The CEO will be the sole employee of the board. The CEO will provide leadership and oversight of the school administrative staff to ensure instructional goals and all operations are met. TFS will provide all back-office support at Network level, to include-finance, payroll, HR, benefits, etc. The back office staff will support the school administration in these areas to ensure an efficient process. The school leadership team will include a principal and four assistant principals that will be directly supervised by the LA South Director of Schools

and the Chief of Schools. The school administration is directly responsible for the instructional and day to day operations of the campus. They are responsible for the safety, instruction, and coordination of all events regarding the campus. TFS National and TFS LA South will have a clearly defined management agreement that will outline the services and terms of agreement. This agreement will mirror the one we use for your Type 3 charter in Caddo Parish. *See item 22 for more information about how TFS manages and supports its schools.*

## **22. Lines of Reporting and Accountability**

The school principal is in charge of the campus and reports directly to the LA South Director of Instruction and the Chief of Schools. The Director of Instruction and Chief of Schools report directly to the CEO. The CEO reports to the board of directors for TFS-LA South, as their sole employee. Back office support report to the Chief of Staff and the CFO; both report directly to the CEO. This clear line of accountability ensures that we do not cross the lines of the chain of command and we are efficient with our execution of our instructional model, finances, operations, and do not waste time.

### *Explanation of reporting structure: managing the school and region*

Our network (central office) staff has always been very lean. With securing multiple opportunities to begin operations in five additional schools for the 2023-2024 school year, we realized the need to expand quickly. The organizational chart details the positions we put in place on June 1, 2023, that are working effectively and efficiently.

TFS will use “the Unit” concept to provide most of the back-office support for every 10 schools. We will also employ a “stand-up team” for every two or three schools (depending on the schools’ proximity to one another) to ensure the respective schools are outfitted and logistically prepared to start school. Additionally, a Teacher and Principal Corps will help us build a pipeline of effective teachers and strong leaders to help with future expansion.

For expansion purposes, TFS also has an established “Unit” assigned to Louisiana and Southeast Texas. Each “Unit” serves ten turnaround partnership schools in the areas of buildings set up to be deemed “Third Future Ready,” classrooms set up with technology, obtaining health and safety permits for operations, being 100% fully staffed with teachers at all times, and compliance reporting once the school opens.

Examples of Prescott Academy’s sister schools in the Louisiana/Southeast Texas region include TFS turnaround partnership schools in Beaumont ISD and Austin ISD. In partnership with Beaumont ISD, TFS serves three turnaround campuses comprising 1500 students in a five-mile radius: Smith MS, Fehl-Price ES, and Jones-Clark ES.

We also have a turnaround partnership with Austin ISD serving Mendez Middle School. Our West Texas partnership schools in Midland ISD expanded this year, adding Lamar ES for two in-district turnaround partnership campuses, including Sam Houston Elementary School. At the same time, Ector County ISD needed turnaround support for Ector College Prep MS for their 1431 students. Third Future moved Ector College Prep from being rated F/58 and ranked last place of seven middle schools to second place and a B/86 state accountability ranking in 2022.

Many large CMOs have wrestled with the problem of scale with varying degrees of success. Almost all have seen a degradation of outcomes due to trying to grow too quickly or becoming too large an organization. Third Future solved this problem by implementing the Unit concept.

The Unit concept keeps the bureaucracy small and the accountability for real-time support high. The Unit is led by a **Deputy Chief of Instruction and Operations**, who is directly responsible for meeting the

annual goals and outcomes for the schools supported by the Unit. The Deputy Chief is also fully committed to the Unit and the schools in the Unit. They have no other commitments or responsibilities.

Each Unit also has a **Senior Director** who coordinates the work of the Unit staff and can draw on the resources and guidance from the Network's central office. The Senior Director works directly for the Deputy Chief. The Senior Director and the other eight people in the Unit have no other commitments except for the success of the ten schools assigned to that Unit. Each Unit has three **Directors of Instruction**, one director for every three schools because the focus is instructional.

The Deputy Chief of Instruction and Operations oversees the two or three stand-up teams and Unit 1 for the 2025-2026 school year. In future years, a Deputy Chief will oversee three stand-up teams and two units.

The Unit will need one stand-up team for every three schools. Each team comprises three people. These teams ensure the schools are outfitted and logistically prepared to start school. They then support implementing processes and procedures during the first eight months of school. Stand-up teams start working on the next set of schools after spring break. Thus, a team supports a new school for eight months, and then that school must carry on with only the support of the Unit. Thus, the cost of the stand-up team ends during the first year of operation for any one school.

### **23. Teacher/Student and Adult/Student Ratio**

TFS student:teacher ratios are 22 to 1 in grades K, 1, and 2 and 25 to 1 in grades 3, 4, 5, 6, 7, and 8. The adult to student ratio will be 18 to 1.

### **24. Hiring and Dismissing Personnel**

Given that TFS is currently operating Bridge Academy and that this charter will cover continued operations at the school starting in fall 2026, we do not anticipate the need to hire larger numbers of teachers, since most teachers will already be on staff. But as in any new school year we anticipate some transition. Below is our hiring process for all of our schools.

We will recruit teachers by advertising on the school's website, billboards, and local radio. We believe we will substantially increase the number of applicants by advertising our compensation plan, which provides very competitive salaries (see the compensation plan in Item 25). Once we have candidates, we will first review applicants' résumés to determine qualifications and conduct initial interviews to assess suitability. This includes education, teaching experience, and time in service with previous employers. If the candidate passes the first round, they are then put through a phone interview with the hiring coordinators (principal and APs). The third and final stage is a performance interview where all candidates must conduct a performance item associated with the position that they are interviewing for. Example of this is a model teaching lesson for 15 minutes for all teaching candidates. This process is non-negotiable. If the teaching lesson is solid (content knowledge, presence, and classroom management) we complete the interview with leadership scenarios and standard interview questions. Candidates are then "graded out" and the best one(s) are selected and offered a position by the campus principal. All candidates undergo criminal background checks through Trudilgence, and those offered positions must also complete state-mandated fingerprinting. Upon clearance, candidates are issued a work agreement and complete onboarding with our HR department. We use a variety of avenues to recruit qualified staff to include: Indeed, Ed Week, local newspapers, social media, and teacher referrals. All TFS employees go through this process. Third party candidates, to include Dyad consultants, have a background check and fingerprinting as part of their hiring process.

We also spend a lot of time and energy developing a high-performance culture and teacher leadership. During the interview process, we assess a teacher's understanding of and willingness to be part of a

high-performance culture. Teachers understand that they will receive a lot of support from administrators. In accordance with non-discriminatory practices we utilize a progressive discipline process designed to address employee concerns in a fair, transparent, and legally sound manner. Typically, this includes steps that involve a verbal warning, written warning, performance improvement plan, a final warning and ultimately dismissal. Dismissals are carried out in accordance with school policy, based on documented performance, conduct, or policy violations, and in compliance with applicable laws. All steps are documented and retained as part of the employee's personnel file.

**25. Explain how the school intends to handle teacher changes /turnover.**

While we believe our retention rate will be over 85%, we also recruit strong “learning coaches” and “teacher apprentices” who make up a quality pipeline for future teachers. Teachers in our schools want to stay because we make good teachers into great ones.

TFS will employ Teacher Apprentices and will utilize our Learning Coach positions to ensure that we have 184 effective instructional school days. TFS employs one teacher apprentice for every 150 students. We do allow for sabbatical leave in our network. We also do not employ substitute teachers. Teacher apprentices and learning coaches will cover teacher absences and vacancies due to termination, resignations, and/or FMLA leave. In the case that instructional staff members are absent, as normally happens, our TAs and Learning Coaches step in and take over the instruction for that employee. The staff members have been trained, know our model/culture, and already have relationships with our students. This ensures that it is an effective day. In the event that a teacher is out long term, and/or FMLA, a teacher apprentice will be assigned for that longer duration to ensure the stability of instruction and student relationships. Again, this staff member has been trained on our model and already has a presence in the school/campus. Very rarely are teachers reassigned at TFS during the middle of the year. However, if this were to happen we would move a teacher apprentice into the position until we felt they were ready to take the position full time, or replace that position with a new hire. Bridge Academy has three teacher apprentices and four learning coaches. This means that we have seven full time employees to cover for absences at any given time to ensure our instructional model is sound every day.

Our unique staffing model is a key differentiator. As the nation continues to experience a teacher shortage, the problem we are trying to solve is not just convincing more people to join the teacher workforce or increasing the retention rate. The real question is how to change the employee value proposition to employ teachers willing and able to get the achievement and performance outcomes *students need*.

**26. New Employees / operational staff.**

Staffing roles remain consistent should enrollment increase or decrease; however, staffing cuts should be made to accommodate the budget. Third Future Schools does not use the antiquated salary schedule based on years of service. We use a “hospital model” for our compensation plan. Third Future Schools holds interviews year round to address vacancies. We conducted a staff intent to return survey on February 1 to assess staffing needs proactively. This survey allows us to post anticipated vacancies for the next school year no later than February 10. Principals then begin the interview process and we have a data base for this process, Carina, that is monitored weekly at the Network level. Our staff nonrenewals are completed no later than April 15th, and those positions are posted no later than April 17 of each year. School staffing levels for the upcoming year are monitored weekly on Monday, beginning March 1 by the CEO and Directors of Instruction. Additional support to the campus will be provided if they fall behind schedule. The network goal is that all campuses are 95% filled for next school year by June 1. This process has been in place since 2020 and has allowed us to have a much higher fill rate than the geographic district where our schools are located.

*See Item 24 for additional information about the value proposition for teachers and the structure of our model.*

*See Appendix 4 for school leadership team resumes for Principal - Robert M Spears, Assistant Principal - Fabiola Baca, Assistant Principal - Joshua Hamilton.*

## **Charter Board Governance**

### **27. Board Member Roster**

Our current Board representation includes a chief financial officer and an educational administrator. TFS is submitting this application with three board members and continued recruitment is ongoing.

<b>Name</b>	<b>Board Role</b>	<b>Profession / Role</b>	<b>Area of Focus on Board</b>
Travis Markey	Member	Chief Financial Officer	Finance, accounting, legal issues, policy, strategy
Sara Mungall	Member	Educational Administrator	Academics, charter policy and strategy
Tonnisha Ellis	Member	Senior manager of Education BR Chamber of Commerce	Operations, community relations, policy

### **28. Conflicts of Interest.**

No conflict of interests exists, and the board will fill out annual forms for assurance. The CEO will update the board regularly on operations, purchases and hiring to ensure that conflicts of interest are avoided. Annual certifications will be provided to BESSE. This will be provided if needed, but none is foreseen.

The board recognizes that strong governance requires both the avoidance of actual conflicts of interest and the proactive management of situations that could create the appearance of a conflict. To that end, the board did adopt a Conflict of Interest Policy consistent with Louisiana law, nonprofit best practices, and BESE Bulletin 126 requirements. The CEO will update the board regularly on operations, purchases and hiring to ensure that conflicts of interest are avoided. Annual certifications will be provided to BESSE. This will be provided if needed, but none is foreseen. The board will annually sign the required conflict of interest forms as required by BESE. The board will also receive board training, to include ethics training, from the LAPCS as we have with our TFS-LA North board of directors. Any potential conflicts of interest that arise will be reviewed by our legal counsel and the appropriate legal steps will be taken.

*Identification of Conflicts.* Each board member completes an annual disclosure form identifying any financial, professional, or familial relationships with potential service providers, the proposed Education Service Provider (ESP), or any affiliated business entities. In addition, board members are required to update their disclosure forms promptly if circumstances change during the year. All disclosures are reviewed by the Governance Committee and recorded in the board's official records.

*Management and Mitigation.* When a potential conflict of interest is identified:

- The board member must recuse themselves from all discussion, deliberation, and voting related to the transaction or decision.
- The nature of the conflict and the recusal are documented in the meeting minutes.

- The board considers whether an alternative vendor or provider can be selected to eliminate the conflict altogether. If engagement with the affiliated party is deemed in the best interest of the school, the board ensures that the terms of the engagement are demonstrably fair, reasonable, and at or below market rate.
- All contracts are subject to legal review to ensure compliance with state law and charter accountability requirements.

*Transparency and Oversight.* Conflicts and recusals are disclosed publicly in board minutes, which are accessible to the community. The Governance Committee also reviews the Conflict of Interest Policy annually to ensure it remains robust and aligned with state and federal requirements.

*Current Disclosures.* At present, the applicant board has no actual or perceived conflicts of interest with the proposed ESP or any affiliated business entities. If such conflicts were to arise in the future, the process described above will govern how they are identified, disclosed, and managed.

*See Appendix 5 For Board Member resumes*

### 29. Board role in governing vs operating

The board will be provided with governance training to ensure they understand their roles and responsibilities and that they are a governing board only. We will employ the Louisiana Association of Public Charter Schools to provide governance training to ensure that the board understands very clearly its roles and responsibilities (fiduciary oversight, academic accountability, compliance with applicable law, annual evaluations of the CEO, and to review regular updates on academic, operational, and financial progress towards pre-determined school goals.) This training will also help reinforce that the role of the day-to-day operations rests with the CEO and campus leadership. This training will be conducted in July 2026.

The board's only employee is the CEO, and they will evaluate his/her performance annually in June. The CEO will also provide updates around student achievement, operations and finance at all board meetings. The board will communicate directly to the CEO for additional information and questions that they might have.

TFS will create structures and purpose for each entity that the board may wish to create. As of the time of this application, none has been requested, but we anticipate establishing a Finance Committee and Student Recruitment committee if approved.

### 30. Goals

Primary annual organizational goals are included below.

Goal	2026-27	2027-28	2028-29	2029-30	2030-31
SPS Score (Letter Grade)	D	C	B	B	B
10/1 Enrollment total by year	600	775	900	1000	1000
2/1 Enrollment total by year	600	775	900	1000	1000
Ending Fund balance	\$1,752,978	\$4,553,730	\$4,817,291	\$5,298,319	\$6,353,764



Clean Audit	Yes	Yes	Yes	Yes	Yes
Charter Renewal Term	n/a	n/a	n/a	n/a	7 years

Multiple sub-goals feed into these primary targets. Academic sub-goals can be found in the response to item 12 above LEAP, NWEA MAP and DIBELS goals enumerated in item 12 are critical to achieving our SPS letter grade targets)

In addition, we expect to meet each of the benchmarks below in each year of operations, with the understanding that if we do and we achieve a “B” letter grade, we would be eligible for the maximum renewal, a 7 year term (5 years for a “B”, additional 2 years for “meets all expectations all years)

Category	Goal or Benchmark
<i>Organizational: Enrollment</i>	<ul style="list-style-type: none"> <li>• &gt;12% Students with disabilities, &gt;85% Economically Disadvantaged</li> <li>• &gt;80% eligible students return each year</li> <li>• Suspensions at or below the national average</li> <li>• School is non-discriminatory and 100% compliant with laws and policies related to student admissions, discipline, attendance, and truancy (no Notice of Concern or Breach)</li> <li>• School admissions process is nondiscriminatory and compliant with laws and policies related to students with disabilities (no Notice of Concern or Breach)</li> </ul>
<i>Organizational: Special Populations</i>	<ul style="list-style-type: none"> <li>• &lt;5% Students with Disabilities evaluations out of compliance with timelines as measured by review of SER</li> <li>• &lt;5% IEPs out of compliance as measured by review of SER</li> <li>• &gt;63.5% of students with IEPs ages 6 and older served in a regular classroom setting at least 80% of the day</li> <li>• School has not been identified as “Urgent Intervention Required” for any subgroup of students by subgroup performance score</li> <li>• School complies with all state and federal requirements regarding services for students with IEPs, IAPs, and LEP plans (no Notice of Concern or Breach)</li> </ul>
<i>Organizational: Law and Policy</i>	<ul style="list-style-type: none"> <li>• Board adheres to state policies regarding governance and compliance (no Notice of Concern or Breach)</li> <li>• School and board have no evidence of violations of Louisiana ethics laws (no Notice of concern or Breach)</li> <li>• School and board have no evidence of violations of legal and contractual obligations (no Notice of concern or Breach)</li> <li>• School has no evidence of intentional violations of required test procedures (no Notice of concern or Breach)</li> </ul>

Category	Goal or Benchmark
<i>Financial Compliance</i>	<ul style="list-style-type: none"> <li>• No consecutive or material findings in audit</li> <li>• School uses federal and state funds in a fiscally responsible and legal manner (no Notice of Concern or Breach)</li> </ul>

### 31. Board Monitoring of Goals.

The Board will monitor **academic, organizational, and financial performance goals** in the following ways:

- 1) The Superintendent, Chief of Schools, Director of Schools and Principal will create a “School Action Plan” with specific goals and performance metrics as well as specific actions that the school will take to accomplish the goals. The Board will receive a briefing at mid-year and end-of-year on the School’s progress and success in accomplishing the goals. The metrics tied to the School Action Plan are part of the Principal’s evaluation and CEO’s evaluation. These metrics include: the quality of instruction, implementation of our LSAE model, leadership density/capacity, early literacy goals, staffing goals, and the quality of our Dyad program.
- 2) The Superintendent will provide an update at each Board meeting on student academic achievement and the improvement of the quality of instruction. At any time the board may request additional metrics for any areas of interest.
- 3) The Board will evaluate the Superintendent annually using agreed-upon performance goals.
- 4) By practice, the TFS-LA is briefed on student achievement, the quality of instruction, or other performance goals for every school at every meeting. This keeps the focus on the main thing. Comprehensive reviews will be provided in January and June at the completion of NWEA MAP Growth assessment and Dibels testing.
- 5) The Board will monitor **Financial Goals** as the CFO will complete annual financial and compliance reports and submit them to the LDOE RSD. The CFO is also responsible for any ad hoc reporting requirements. The TFS-LA Board of Directors will continue to employ a Certified Public Accounting firm to conduct an independent financial audit of the financial records and the annual financial and compliance report. The Board may accept the recommendation of the CFO or select another accounting firm to conduct the annual audit. The annual audit will be published on the School’s website.

The CFO will also work with the Principals, the Superintendent, and the Board to monitor and ensure all leaders in the organization who have access to funds follow best practices of internal financial controls. The TFS-LA Board has adopted strong financial policies and procedures and will post them on the TFS-assigned schools’ website to comply with financial transparency requirements.

The CFO will produce monthly financial statements that the Board will review. The TFS-LA South Board of Directors is ultimately responsible and accountable for the financial oversight and success of the school. The TFS-LA South Board will ensure financial policies and procedures are up to date. The TFS-LA South Board will review financial statements no less than quarterly. The TFS-LA South Board will work with the CEO and school leadership teams to approve the budget annually and approve budget revisions, as necessary. The TFS-LA South Board will conduct all its meetings in public and abide by all open meeting regulations.

- 6) The Board will also adopt appropriate policies and procedures to ensure the resources are allocated and expensed to enable the school to achieve expected outcomes. The CEO and Principal will stay on top of expenditures to ensure the School does not go over budget.

The board will review the seven key actions, to include progress monitoring in quarterly installments. If at any time an indicator falls below the indicator of success, the expectation is that the CEO will come prepared with possible remedies. If at any time the board feels that these remedies are not targeted, substantial or correct, the board may direct the CEO in a different direction to achieve the indicators of success.

### **32. Board evaluation of CEO**

The school action plan will contain the goals enumerated above in item 30 which align directly with the charter performance compact, as well as goals, training for staff and meeting the TFS vision. These metrics are reported at each board meeting to inform the board of progress. Summative data will be provided in June for all areas of reporting. The CEO will provide the board with a comprehensive performance assessment and evaluation in June for review and approval. Formative evaluations of key metrics will be provided at each board meeting. The four main areas of the CEO evaluation are: NWEA/Dibels achievement scores, the school action plan, the Executive Leadership Rubric, and fulfilling the TFS vision. In the event that the CEO does not meet the performance expectations, the board will require a corrective action plan from the CEO and will approve/decline the plan as required and needed. In the event the board declines the corrective action plan, the board may create their own plan for the CEO to execute.

### **33. Policies and Procedures for Financial Planning, Accounting, Purchasing, Payroll**

Network leadership creates the annual budget based on input from campuses, identified needs, student enrollment, statutory requirements and available funding sources. The TFS-LA Board of Directors reviews and approves.

Third Future Schools - LA follows all statutory requirements for conducting annual financial and administrative audits. TFS currently contracts with LaPorte to provide these services. All audits are available on the Third Future Schools website. No critical findings have been reported to date.

TFS is likely to sustain long term financial health beyond the completion of audits by ensuring the school is financially viable without the need of external philanthropic dollars by the end of the third year of operation. Third Future Schools requires that the CFO hold a CPA license or equivalent degrees. TFS has board approved financial policies surrounding purchasing and internal controls to prevent fraud and to safeguard school resources. All prior audits include review of all policies and procedures to include all internal controls and have been found to meet or exceed best practice as reviewed by multiple auditors. The TFS finance team consists of an on staff Business Director with a business degree, an Accounts Payable Technician that holds a business degree, as well as a Grants Manager that oversees all state and federal grants. This team is led by a CFO who is a certified CPA. TFS also employs DSS to provide back office support and other financial assistance as needed and required.

### **34. Board Member Training and Development**

The board will conduct a self-assessment provided by LAPCS in the summer of 2026. Their COO will provide training that is specific to those results and meets LA compliance regulations. The board will be selected from recommendations by NSBR, Baton Rouge Chamber of Commerce and other civic organizations. The board should be comprised of individuals with experience in education, finance, HR, governmental relations and legal issues. To date, we are on track to meet these guidelines. A board retreat would be conducted in June 2026 to outline requirements, roles, and areas of improvement prior to

implementation in July 2026. Training is provided multiple times throughout the year to ensure new board members are trained to familiarize them with board bylaws and governance requirements. New board members would be trained within 30 days of joining the board to ensure compliance.

### **35. Frequency of Meetings**

The TFS-LA South board will meet monthly beginning June 2026. TFS-LA North complies with all open meeting requirements as recommended by our legal counsel. TFS-LA South will do the same with guidance from our legal counsel in Baton Rouge. All board meetings will take place at Bridge Academy with a zoom option provided. However, board members that zoom in will not be allowed to vote on action items per Louisiana law. All board meetings will have TFS Senior Leadership representation.

## **FINANCIAL PLAN AND CAPACITY**

### **Operational Management and Leadership**

#### **36. Leadership Team Qualifications**

The administrative staff at TFS Bridge Academy possess the expertise in: a) staffing/hiring/firing with assistance from Network leadership, b) professional development - building admin creates and delivers training every Thursday, c) performance management - all staff, including support, clerical, and operations, are observed and evaluated by building leadership, d) and e) general operations and facilities management teams are evaluated by the principal and the operations manager. All of the administrative staff at Bridge have more than two years of experience within the Third Future model. Superintendent Zach Craddock and Chief of Instruction Dr. Shirley Miles will directly support the school leadership teams across the Network.

***Superintendent Zach Craddock*** has more than two decades of experience and built his successful career beginning in special education. Mr. Craddock has extensive experience serving as the Director of Special Education and principal. He has led TFS, overseeing all aspects of instruction, including hiring, coaching, professional development, and leadership training since 2016. As Superintendent, Mr. Craddock provides visionary leadership and execution of the TFS model with teams in all three states.

***Chief of Staff Jessica Lopez*** has served more than 15 years in education in multiple leadership positions in the areas of operations and administration. Jessica currently serves Third Future Schools as the Chief of Staff, overseeing twelve schools in three states and with eight separate authorizing representatives serving over 6000 students. Jessica has in depth experience in the educational ecosystems of Colorado and Texas leading in both district and charter systems. Through Jessica's leadership, Third Future Schools has successfully opened a school each year since its inception in 2016. Third Future Schools is a high performing charter school network serving students in PreK-8 in both "turnaround" and "new start" schools in which students attain on average almost two years of academic growth on an annual basis.

***Chief of Schools Shirley Miles, Ph.D.***, has more than three decades of experience and is a former superintendent of multiple districts. Dr. Miles provides direct support of instruction, including hiring, coaching, professional development, and leadership training.

Our team has successfully started sixteen schools in the last eight years. Eight of those schools have been Texas 1882 Partnerships: we partnered with Midland ISD to begin operations at Sam Houston ES in the 2020-2021 school year, and we partnered with Ector County ISD to replace a charter operator at Ector College Prep Middle School. Ector College Prep, our largest school, has 1,431 students, and we were able to hire staff, run an in-person summer school program, train the leaders and teachers in our model, and

open two weeks before the District, even though we did not have a signed contract until April. Third Future does not require a planning year to prepare for opening a turnaround school; we complete the setup, including staffing, training staff, and preparing the building in four to six weeks. Our team has been successful in working well with each of our authorizers. We have eight different authorizers in four different states. We have built a strong, nimble, and efficient team.

### **37. Non-Academic Services**

Third Future has a dedicated Operations Manager for Louisiana schools who works in conjunction with the Director of Operations to ensure student non-instructional needs are met through facility maintenance and school safety, which is a priority.

Third Future has a Director of Schools assigned to each campus and a Unit senior director, including all new schools in Louisiana. The Director of Schools and senior director, in collaboration with the principal and Superintendent, working with the Chief of Operations oversee purchases, student records, and school safety.

TFS has a transportation contract that includes door-to-door pickup for students with disabilities and bussing for all student populations at grouped bus stops. TFS also has a contract with a food service provider that participates in the NSLP to ensure meals for all students regardless of status. All student records are maintained onsite and audited regularly for completion and confidentiality. Dedicated Network staff handle the purchasing and procurement process to ensure all policy guidelines are met.

### **Student Enrollment and Recruitment**

#### **38. Enrollment and Access**

All TFS schools are open enrollment schools. Enrollment is available to all students without regard to race, creed, color, sex, national origin, religion, sexual orientation, ancestry, disability, socioeconomic status or other protected category. TFS also does not screen on academic ability. Siblings will be automatically enrolled if there is space available in their grade level.

Siblings are defined as children whose primary guardian(s) is also the primary guardian(s) of other children already enrolled in TFS. Guardian in this instance is defined as one who has custody of the children at least 50% of the time. Children may include half-siblings, stepsiblings, adopted siblings, cousins, nieces or nephews who are being cared for as primary dependents. If a child is drawn for an enrollment spot at TFS, their siblings will be automatically granted enrollment if there is space available in their grade level. The school will ensure families are aware that sibling slots are not guaranteed and dependent on space available. In future years, siblings of currently enrolled students will not have to participate in the lottery and will be automatically granted a seat if there is space at their grade level.

*Disadvantaged students.* No other student will be given priority admission for enrollment. Since the percentage of disadvantaged students in this area is higher than the rest of the district, we believe that it is not necessary to provide weights for disadvantaged students at, as the overwhelming majority of our students will be disadvantaged. Should the percentage of applicants by grade who are eligible for free or reduced lunch fall below 70%, the school will weigh each FRL student by a factor of 2 in future drawings.

If the number of applications received by March 15 exceeds the number of spots available at random, a public lottery will be used to determine who will be able to attend TFS. We will advertise the public lottery via email of all applicants, our website, and social media. The lottery will be publicly advertised and take place at the school site on March 30. Student names for the lottery will be associated with a specific number on a lottery ball. The balls will be placed in a lottery ball cage. One of our board members or members of the school leadership team will draw the balls from the cage. A family is not required to attend the lottery to earn a seat.

Families are notified immediately via phone call as well as email within 24 hours of initial registration online of the state required documents they must provide to finalize the process. These communications continue biweekly until after the conclusion of the lottery to ensure they are aware of their status and lottery results. This communication also includes updates on movement on the waitlist. Families can enroll via computer, cell phone, or in person at the school location where they can be assisted one on one in their native language.

### **Financial Plan**

#### **39. Revenue outside of public funding**

The school will provide \$750,000 in philanthropic matching funds and has identified the CSP grant as a strategic funding opportunity to enhance program sustainability.

Although the financial projections are conservative, the staffing model for all positions is based on a student to instructional adult ratio of 20:1. The salary expenses are also based on a salary of a year 3 teacher even in initial years so there is an over estimate of expenses to ensure viability. TFS as a whole averages 59% economically disadvantaged where the school itself operates in an area that is above 85%. TFS provides all the pre opening funding for TFS-LA to ensure those expenses are covered year one budgeting is not affected by these expenses. There is a grant from the corporate partner in place to cover the building costs referenced.

#### **40. Contingency Plan**

If actual revenues fall short of projections or expenses exceed anticipated levels, the school has developed a comprehensive contingency framework to ensure program sustainability and fiscal responsibility. Should philanthropic commitments or grant funding be delayed or reduced, the institution will implement a phased approach to maintain core operations. Priority will be given to essential program components while non-critical initiatives may be deferred to subsequent fiscal periods. The school will actively pursue alternative funding sources, including additional foundation grants, corporate partnerships, and individual donor cultivation to bridge any funding gaps. The non-essential expenses include travel and Dyad costs that can be covered by the funds being raised by the TFS Foundation specifically to assist in covering these costs.

#### **41. Back-Office Service Provider**

DSS is Dynamic Support Solutions and is staffed by over 30 CPAs certified in multiple states. There are multiple staff members assigned to the TFS account as well as the TFS internal finance team that are TFS employees.

#### **42. Meeting Authorizer Financial Requirements**

Due to an enrollment lower than projected at Prescott in 23-24, the school was subsidized by TFS to ensure financial success in that year. The corrective action was to raise enrollment to cover the shortfall as well maintain the required budgetary needs. The school did raise enrollment by over 100 students and is on track to have a clean audit with no deficit thus fulfilling the agreement of the corrective action.

#### **43. Annual Budgeting**

Network leadership, CFO and Chief of Staff, creates the annual budget based on input from campuses, identified needs, student enrollment, statutory requirements and available funding sources. The TFS-LA South Board of Directors reviews and approves the budget in June and in January, if needed for a revised budget.

Third Future Schools -LA South follows all statutory requirements for conducting annual financial and



administrative audits. TFS currently contracts with LaPorte Associates to provide these services. All audits are available on the Third Future Schools website. No critical findings have been reported to date.

The budget is created based on the projected student count and is always conservative. Once this budget is approved by the board, it is monitored monthly through balance sheet, budget to actuals, and forecasting that is provided to the board. The budget is adjusted in January based on these factors and the board approves the amended budget as well. Since this is a monthly process it allows for the ability to make immediate changes in the event any specific line item is trending towards exceeding the allocation. These financials are monitored on a weekly basis including an AP/ AR review internally to ensure the board is receiving accurate and up to date information to allow for data driven decisions based on real time numbers.

# Appendix 1 - Letters of Support



December 21, 2022

United States Department of Education  
Attention: Ms. Stephanie S. Jones  
400 Maryland Avenue, SW Washington,  
DC 20202-5970

Subject: USDE CSP Replication Grant- Letter of Recommendation for Third Future Schools

Dear Ms. Jones:

The mission of the Permian Strategic Partnership is to strengthen and improve the quality of life for Permian Basin residents by partnering with federal, state, and local leaders to develop and implement strategic plans that foster superior schools, safer roads, quality healthcare, affordable housing, and a trained workforce. The companies involved with the PSP bring people, expertise, resources, and leadership to develop solutions in partnership with local leaders and communities.

We consider Third Future Schools a strong partner, serving as an in-district charter school partner. Third Future has been successful in substantially raising student achievement in the Permian Basin since the 2020-21 school year. Sam Houston Elementary School raised accountability scores from F/53 to B/89 in two years (even during a COVID year). Student enrollment at Sam Houston ES increased from 350 to 461. Ector College Prep MS from 58/F to 86/B in the first year. This was a campus that historically has been the poorest performing school in the District and is now the highest performing school - in one year.

We are in discussions with district leaders in the region to expand the current partnerships with Midland ISD and Ector County ISD to serve more of the region. The Permian Strategic Partnership strongly recommends Third Future to serve as recipient of the USDE CSP CMO Replication Grant 2022-23. The CSP replication grant would help to support additional expansion opportunities in both Midland ISD and Ector County ISD. Should you have any questions or need additional information, please feel free to contact me.  
Sincerely,

A handwritten signature in black ink that reads 'Tracee Bentley'. The signature is fluid and cursive, with the first name 'Tracee' and last name 'Bentley' clearly distinguishable.

Tracee Bentley  
Tracee@permianpartnership.org



December 19, 2022

United States Department of Education  
Attn.: Ms. Stephanie S. Jones  
400 Maryland Avenue, SW  
Washington, DC 20202-5970

Subject: Third Future Schools Letter of Recommendation for CSP CMO 2022 Grant Award

Dear Ms. Jones:

I am writing to express my strong recommendation for Third Future Schools to be awarded the USDE CSP CMO 2022 grant so that they may continue to serve more students with their proven model of instruction and Dyad to close the achievement gap and prepare students for the Year 2035 workplace and world.

Midland ISO and Third Future Schools entered into a SB 1882 in-district charter partnership agreement in March 2020 for Sam Houston Elementary School. At that time, Sam Houston was chronically failing for multiple years and enrollment had reached an all time low of 350 students. Fast forward to 2022, and Sam Houston has experienced remarkable growth in student achievement moving the campus from 53/F to 89/8 in two years (including a COVID year).

Student enrollment at Sam Houston has increased from 350 to 461 with families voting with their feet and enrolling their children in a high performing school under Third Future Schools instructional model of coupling our most struggling students with our most highly effective teachers.

Third Future has the most cost effective model of staffing, instructional delivery, and operations providing educators with the highest salaries in the state coupled with daily, on the job, embedded professional development and coaching.

Midland ISO would like to recommend Third Future Schools to be awarded the USDS CSP 2022 grant to allow replication of the proven model to serve more students in Texas and throughout the country.

Sincerely,

Luz M. Martinez, PhD.  
Midland ISO, Associate Superintendent

## MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** ("MOU") is made and entered into as of July 2, 2025 by and between Third Future Schools--Louisiana, a Louisiana nonprofit corporation ("Third Future"), and New Schools For Baton Rouge, a Louisiana nonprofit corporation ("NSBR", and collectively with Third Future, the "Parties").

### RECITALS

**WHEREAS**, Third Future is a Louisiana nonprofit corporation formed for the purpose of operating charter schools in the State of Louisiana;

**WHEREAS**, Third Future is applying for a Type 2 Charter School Operating Agreement (the "Charter Agreement") to operate a charter school in East Baton Rouge Parish, Louisiana (the "Charter School");

**WHEREAS**, NSBR desires to apply Five Million Six Hundred Eighteen Thousand Seven Hundred Fifty and 00/100 Dollars (\$5,618,750.00) in grant funds (the "Grant Funds") toward financing so that BR Bridge School Properties ("Bridge") may purchase and lease real property located at 1500 N. Airway Drive, Baton Rouge, LA 70815 (the "Property");

**WHEREAS**, Bridge desires to enter into a lease agreement (the "Lease") with Third Future for the Property at which Third Future will operate the Charter School; and

**WHEREAS**, Third Future and NSBR desire to enter into this MOU in order to establish a corporate partnership based on the foregoing Recitals and the other terms and conditions provided for herein, to evidence their intent to execute the Lease, and to enter into future agreements of benefit to the Parties.

### AGREEMENT

**NOW, THEREFORE** Third Future and NSBR enter into this MOU to evidence their intent to execute a Lease and other mutually beneficial future agreements:

#### **Section 1. Covenants of NSBR.** NSBR covenants and agrees:

(a) to apply the Grant Funds for financing so that Bridge may purchase and lease the Property;

(b) to provide enrollment, talent and leadership support to Third Future in connection with the operation of the Charter School throughout the term of the corporate partnership; and

(c) to execute any and all documents necessary to consummate the transactions contemplated herein.

**Section 2. Covenants of Third Future.** Third Future covenants and agrees:

- (a) to operate the Charter School in accordance with its Charter Agreement;
- (b) to execute the Lease with Bridge for the Property and to use the Property in the operation of the Charter School; and
- (c) to execute any and all documents necessary to consummate the transactions contemplated herein.

**Section 3. The Charter School.** The Parties agree that, subject to the terms and conditions of the Charter Agreement, Third Future will have exclusive control over all operational aspects of the Charter School, including, but not limited to, academics, human resources, and contracts with service providers.

**Section 4. Enforcement.**

Section 4.1. MOU is a Preliminary Understanding. The preliminary understandings expressed in this MOU are subject to and conditioned upon (a) NSBR securing the Grant funds for the purchase and lease of the Property, (b) the successful purchase of the Property by Bridge, (c) the negotiation and execution by the Parties of a mutually-acceptable Lease, and (d) Third Future obtaining and maintaining the Charter Agreement.

Section 4.2. Remedies for Breach. The term of this MOU shall coincide with the term of the Charter Agreement, unless terminated sooner in accordance with this Section. In the event that any party breaches this MOU, the sole and exclusive remedy will be termination of this MOU; provided that the party breaching this MOU shall be given written notice and a reasonable opportunity to cure its breach (such opportunity to cure not to exceed 90 days from receipt of written notice of breach).

**Section 5. Miscellaneous.**

Section 5.1 Assignment. This MOU is personal to each of the Parties hereto, and neither party may assign or delegate any rights or obligations hereunder without first obtaining the written consent of the other party.

Section 5.2 Amendments, Supplements, and Modifications. No amendment of or modification to this MOU shall be valid unless and until executed in writing by the duly authorized representatives of each party to this MOU.

Section 5.3 Third Party Beneficiaries. This MOU is entered into for the exclusive benefit of the Parties, and the Parties expressly disclaim any intent to benefit anyone not a party hereto.

Section 5.4 Negation of Partnership, Joint Venture and Equity Interest. Nothing contained in this MOU shall constitute or be construed to be or to create a partnership, joint venture or other venture among Third Future, NSBR and/or Bridge.

Section 5.5 Headings. The headings of this MOU are for convenience of reference only and shall not form part of, or affect the interpretation of, this MOU.

Section 5.6 Severability. In the event that any provision of this MOU is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any provision hereof which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision hereof.

Section 5.7 Execution in Counterparts. This MOU may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Section 5.8 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Louisiana.

Section 5.9 Recitals. The foregoing recitals are hereby incorporated into and made a part of this MOU, including all defined terms referenced therein.

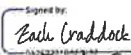
[Signatures to Follow]




[Signature Page to MOU]

IN WITNESS WHEREOF, the undersigned have executed this MOU as of the 2nd day of July, 2025.

THIRD FUTURE SCHOOLS–LOUISIANA

By: \_\_\_\_\_  
Name: Zach Craddock\_\_\_\_\_  
As Its: 7/3/2025\_\_\_\_\_

NEW SCHOOLS FOR BATON ROUGE

By: \_\_\_\_\_  
Name: Noemi Donoso\_\_\_\_\_  
As Its: 7/3/2025\_\_\_\_\_

# Appendix 2 – TFS "Draft" School Model Master Plan for Behavior

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## School Master Plan for Discipline

### Positive Behavior Support

In order to assure classroom management using positive behavioral supports and effective disciplinary tools, \_\_\_\_\_ School will identify data-driven academic, career and technical, discipline/behavioral performance results in the School Improvement Plan (SIP).

\_\_\_\_\_ School will establish and use a school-based leadership team to meet on a regularly scheduled basis to review data and guide the positive behavior process. This leadership team shall, to the extent possible, include representatives of the school administration, both regular and special education teachers, parents, guidance counselors, and school bus operators (It may also include other groups, e.g., food services workers).

The leadership team will use a decision-making process utilizing a data-management system that allows graphical representation of discipline issues. Said data system will permit regular and efficient monitoring and evaluation of the effectiveness of the implementation of a school-wide system of discipline. School data collection shall include, but not be limited to, average referrals per day per month, referrals by problem behavior, referrals by location, referrals by time, referrals by student, referrals by staff, individual student report by month and by year, and referrals by grade level. Environmental changes may be made as indicated by data. For instance, increased monitoring, schedule changes, or changes in recess structure may help to alleviate congestion or over-crowding at certain times during the day.

The team will uniformly use the two BESE-approved forms, i.e., "School Behavior Report Form" and "School Bus Behavior Report Form," to report incidents of alleged discipline violations. The referral system will be utilized consistently and appropriately.

The leadership team will review and revise any Zero Tolerance Policy of \_\_\_\_\_ School to ensure that the policy is in compliance with R. S. 17:416.15; the policy does not violate R. S. 17:416 (H) which prohibits disciplinary action against any pupil reasonably acting in self defense; and that inappropriate referrals are not made to agencies serving children.

The leadership team will review and revise its policies and procedures for handling suspensions and expulsions at \_\_\_\_\_ School to ensure that suspension/expulsion policies are consistent with R. S. 17.416; suspension/expulsion policies are consistently and fairly executed; and alternative interventions, consistent with best theory and practice, to suspensions/expulsions are used including, but not be limited to, counseling, conflict resolution, social and family responsibility, peer mediation, and stress and/or anger management.

The leadership team will make referrals, as appropriate, to Alternative Education Programs that are designed to *offer* variations of traditional instructional programs, as well as strategies for the purpose of increasing the likelihood that students who are unmotivated or unsuccessful in traditional programs, or are disruptive in the traditional school environment, remain in and be successful in school.

The leadership team will review the current Code of Student Conduct of \_\_\_\_\_ School to assure that it is in compliance with R.S.17:416.12, R.S. 17:416.13 and Section 4114 of the No Child Left Behind Act of 2001 (NCLB). They will refine consequences to create a reward/incentives program for positive student and teacher behavior and ensure the delivery of consistent reinforcement. The team will define consequences for rule violations that are clear, reasonable, and consistently enforced and which support maximum time in instruction.

The leadership team will monitor, evaluate and modify the school master plan, as needed, throughout the school year.

## School Master Plan for Discipline

\_\_\_\_\_ School adopts the following clearly defined behavioral expectations in these five (can be less) basic rules. (Keep them simple and positive, e.g., "Keep your hands to yourself." "Respect others." "Be kind.")

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

These rules shall be posted in prominent places around the school site, e.g., hallways, cafeterias, gymnasiums, and classrooms. These rules shall be provided to parents and shall be known by all students and school staff.

Each teacher at \_\_\_\_\_ School shall develop lesson plans and teach expectations across each school setting by providing direct instruction on expected behaviors at the beginning of the school year and reinforced throughout the year for all students.

\_\_\_\_\_ School shall design programs for students with special needs so that the students are challenged and engaged in school curriculum, and are appropriately placed so they remain in school rather than being suspended/expelled or becoming drop-outs.

The principal of \_\_\_\_\_ School shall submit annual reports to the district's Discipline Policy Review Committee.

### Safe School Planning

\_\_\_\_\_ School has established and shall maintain grade-appropriate programs of alcohol, drug and substance prevention, education, information and counseling as provided in R.S. 17:404.

\_\_\_\_\_ School has established a plan, in accordance with Sec. 4114, of the No Child Left Behind Act of 2001, for keeping the school safe and drug-free that includes appropriate and effective school discipline policies that prohibit disorderly conduct, the illegal possession of weapons, and the illegal use, possession, distribution, and sale of tobacco, alcohol, and/or other drugs; has established security procedures at school and while students are on the way to and from school; has established prevention activities that are designed to create and maintain safe, disciplined, and drug-free environments; has established a crisis management plan for responding to violent or traumatic incidents on school grounds; and has established a Code of Student Conduct (and as also required by R.S. 17:416.12 and R.S. 17:416.13) for all students that clearly states the responsibilities of students, teachers, and administrators in maintaining a classroom environment that allows a teacher to communicate effectively with all students in the class; allows all students in the class to learn; allows all students and school employees to be treated respectfully; has consequences that are fair and developmentally appropriate; considers the student and the circumstances of the situation; and, is enforced accordingly.

### Parental and Community Involvement

\_\_\_\_\_ School is committed to parental involvement and family strengthening. As set forth in R. S. 17:406 1, effective approaches to involving families more fully as partners in the

## **School Master Plan for Discipline**

The process of their children's learning requires the participation and coordination of numerous state and local, public and private agencies shall be encouraged. \_\_\_\_\_ School shall seek to make connections through a variety of local and culturally sensitive methods to facilitate parents/family members/access to local/regional family strengthening programs available in the community. (Programs can be specifically identified, as applicable, e.g., Families Helping Families, Regional Family Resource centers, Parent Information Resource Center, Families In Need of Services [FINs] programs and other family strengthening programs exhibiting peer to peer support systems and positive mental health initiatives).

\_\_\_\_\_ School shall seek training to facilitate mutual understanding of research based practices promoting positive relationships between parents, LEA personnel and community service providers.

\_\_\_\_\_ School shall seek to identify the mental health needs of its students and match those needs with available local resources including public, nonpublic and/or volunteer organizations (These can be specified to the extent possible). Pending inclusion of mental health services in the Medicaid Health Services Program (School-Based), the availability of mental health services will be expanded in \_\_\_\_\_ School.

### **Inter-Agency Cooperation**

\_\_\_\_\_ School shall seek to improve communication, coordination and collaboration between schools and agencies serving children; shall foster cooperation regarding the sharing of data about children, youth and families involved agencies serving children; and shall work in cooperation with other schools/districts/communities/regional planning boards to facilitate the successful re-entry and transition of youth formerly in state custody into their diverse school/community settings in order to encourage the continuation of education and their access to other needed services in order to prevent recidivism.

[For correctional facilities only: \_\_\_\_\_ School/Program shall implement this Master Plan in to the extent possible and with the understanding that such facilities will adhere to all policies and procedures of the Department of Corrections/Office of Youth Development.]

### **Student Records**

\_\_\_\_\_ School shall provide for the transfer of student education records upon written request of any authorized person on behalf of an education facility operated within any correctional or health facility or, for children in the custody of the state, an education facility operated within any other state approved facility, whether within or outside the state of Louisiana, where such student has become enrolled or is seeking enrollment. The transfer of such records, whether by mail or otherwise, shall occur not later than 10 business days from the date of receipt of the written request. If the student has been expelled, the transferred records shall include the dates of the expulsion and the reason(s) for which the student was expelled.

No education record of any student may be withheld as the result of lack of payment of any fine, debt, or other outstanding obligation.

A student or his or her parent(s) may inspect the education record of that in accordance with the federal Family Education Rights and Privacy Act.

Any student seeking admission to \_\_\_\_\_ School who has been suspended or expelled from any public or nonpublic school within or outside the state of Louisiana shall provide information on the dates of any suspensions or expulsions and the reason or reasons for which the student was suspended or expelled.

## **School Master Plan for Discipline**

### **Visiting Teacher/ Child Welfare and Attendance Supervisor/Families in Need of Services (FINS) Officer**

It is the duty of all staff at \_\_\_\_\_ School to cooperate fully with the visiting teachers, or supervisors of child welfare and attendance. \_\_\_\_\_ School shall make available to visiting teachers, or supervisors of child welfare and attendance, FINS officers, and Truancy Assessment and Service Centers such information as will assist them in promoting the regular attendance and school adjustment of these children.

[For schools/programs housing children in state custody: It is the duty of the principals, superintendents, or heads of the training and correctional schools to notify the visiting teachers, or supervisors of child welfare and attendance, and FINS officer (if applicable) when a child is to be released and/or returned to a parish.]

Visiting teachers, or supervisors of child welfare and attendance (pursuant to R. S. 17:235), and FINS officers, shall cooperate fully with the state departments of social services, labor, and health and hospitals, and with other state and local agencies, including interchange of confidential and privileged information; cooperate fully with juvenile and family court authorities, training and correctional schools, law enforcement officers; and make such referrals and conduct such investigations as seem necessary for the enforcement of school attendance laws, including interchange of confidential and privileged information.

### **Statements of compliance**

Each homeroom teacher of students in grades 4-12 shall, on the first day of school each school year, provide information to and answer any questions from students relative to the statement of compliance as provided by \_\_\_\_\_ School Board.

Each parent/guardian of each student in grades 4-12 shall sign a statement of compliance committing to do all of the following: ensure that his child attends school daily, except for school absences; ensure that his child arrives at school on time each day; ensure that his child completes all required homework assignments; and attend all required parent and teacher or parent and principal conferences.

### **Signatures:**

**Principal**

**Leadership Team Member**

**Leadership Team Member**

**Leadership Team Member**

**Leadership Team Member**

**Leadership Team Member**

**Leadership Team Member**

**Leadership Team Member**

# Appendix 3 - Grievance Policy



## Grievance Policy

### Grievance Policy:

TFS Board Policy KE-Public Concerns and Complaints- Revised 21 November, 2021 Constructive criticism motivated by a sincere desire to improve the quality of the educational program or to equip the schools to do their tasks more effectively is welcomed by the Board of Directors (Board). The Board believes that complaints and grievances are best handled and resolved *as* close to their origin as possible. Therefore, the proper channeling of complaints involving instruction, discipline or learning materials will be as follows: 1. Teacher 2. Principal 3. CEO 4. Board of Education Any complaint about school personnel shall always be referred back through proper administrative channels before it is presented to the Board for consideration and action. When a complaint is made directly to an individual Board member, the procedure outlined below shall be followed, and the grievance process will be started by filing the grievance to this link [tinyurl.com/TFS-iuievance](http://tinyurl.com/TFS-iuievance): The Board member shall refer the person making the complaint to the principal or CEO. [If the person has already made a complaint to the principal or CEO and is not satisfied, then the Board member shall ask that the complaint be written and signed. The Board may then choose to hear the complaint or appoint a hearing officer to hear the complaint. The hearing officer will determine how to resolve or conclude the complaint.] The principal/CEO shall contact the grievant within 3 business days to hear the outstanding issues and address concerns. If the person will not personally present the complaint to the principal or CEO, the Board member shall then ask that the complaint be written and signed. The Board member may then refer the complaint to the principal or CEO for resolution. The principal/CEO shall contact the grievant within 3 business days, or submit in writing a response to the grievance. If at any time the person making a complaint feels that a satisfactory reply has not been received from a principal, that person should be advised to consult with the CEO and, if still not satisfied, to request that the complaint be heard by the Board of Directors or by a hearing officer appointed by the Board. This request must be in writing and provide specific detail of the grievance and why the resolution provided by the principal/CEO is not appropriate in their viewpoint. Within 10 days of receipt the Board of Directors will respond in writing their decision. If declining review, the Board's written response to the grievant will explain the reasons for the determination. Issues of employee or student privacy may be addressed in Executive Session, as is legally proper. If the grievant is not satisfied with the School Board's determination not to review the written grievance or the written resolution reached by the School Board after reviewing the grievance, the grievant may submit its concerns in written format to the Executive Director of the Charter School Institute within five business days from receiving the written decision of the School. After review, the Institute's Executive Director will publish his/her conclusions in writing within 15 calendar days from receipt of the written concern. The decision of the School's Board will not be overturned unless there are compelling grounds that the School violated an applicable law, regulation, policy, or contract provision.

# Appendix 4 - Leadership Resumes

# Robert M. Spears

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971 Ogden St. Jasper, TX 75951 | (352)512-1825 | spears\_robert@ymail.com

## Career Summary

**Elementary & Secondary Campus Administrator || Staff Training and Development || Education Administration & Leadership || School Personnel & Teacher Management || Curriculum Writing & Planning || Security Procedures & Policies**

- ✓ **School Administrator (Principal/Vice Principal/Dean) with Over 8 Years of Educational Leadership**
- ✓ **Student Focused educator with Over 15 Years of teaching K-12**
- ✓ **Experienced administrator in staff and student development**
- ✓ **Knowledgeable Trainer/coach with Demonstrated Success.**

## Professional Experience

**Third Future Schools | Odessa, TX | Jasper, TX [07/2022-07/23; 07/24 - Current]**

Principal / Assistant Principal / Special Populations Coordinator

- **Instructional Leadership:** Developing and implementing curriculum; observe classrooms & provide feedback; promote professional development.
- **School Operations:** budget & resources; staffing; scheduling; facilities management; crisis management.
- **Student Achievement:** establish high academic standards; monitor progress & intervene when needed; address disciplinary issues.
- **Staff Support & Collaboration:** mentorship; conflict resolution.
- **Compliance & Accountability:** ensure school complies with district, state, and federal policies; maintain accurate records for attendance; implement & oversee safety measures.
- **Vision & Goal Setting:** Develop and implement long-term plans to improve school performance and culture.
- **Special populations:** Provided training to educational staff in the development and implementation of IEP and the IEP process; Communicated and conveyed information with clarity regarding the district's programs; Reviewed student records to ensure the ARD recommendations are being followed.

## **Houston Independent School District | Houston, TX [07/2023-07 / 2024]**

Director of Strategic Initiatives

- Assist in training and coaching directors across the district on leading people at scale.
- Monitor the effectiveness of educational programs through regular assessments and feedback mechanisms.
- Implement changes and improvements based on data-driven insights and educational research.
- Oversee technology integration into educational programs, including digital learning tools and platforms.
- Oversee the development and maintenance of educational standards and ensure compliance with regulatory requirements.

## **Solid Rock Christian School | Tampa, FL [07/2020-06/2022]**

Dean of Students / History Teacher / Varsity Basketball Coach

- Oversee non-academic and academic misconduct processes.
- Maintain effective behavioral management within the classroom by incorporating motivational activities and positive reinforcement.

## **Web International School | Tianjin, China [07/2018-06/2020]**

Head of School / Dean of Students / ESL Department Head

- Communicate the school's mission, vision, and values.
- Manage school's operations & ESL curriculum for students 15 and under.
- Provide students with advising, discipline, and counseling.

## **Pine Grove School | Houston, Texas [07/2005-6/2018]**

Principal / Vice Principal / High School Dean / English Teacher / Social Studies Teacher / High School Varsity Basketball Coach

- Establish clear academic and cultural objectives for the school.
- Develop and implement school policies and procedures.
- Implement preventive disciplinary measures and counseling

- Utilize data to inform school decisions and improve educational outcomes.
- Conduct teacher evaluations and provide feedback for professional development.

### **U.S. Navy | [2001-2005]**

Logistics / Security Forces / Flight Deck Firefighter

- Support logistical and security efforts for Operation Enduring Freedom and Operation Iraqi Freedom

### **Education**

**Associates in Theology-**

**Bachelor in Christian Education-**

**Masters in Ministry-**

**Masters in Educational Leadership-**

**Ph.D. in Leadership (ABD)**

**Piedmont International University**

**Piedmont International University**

**Piedmont International University**

**Carolina University**

**Carolina University**

# Fabiola Baca

Baton Rouge, LA

## Skills

Curriculum Development and Alignment - Leadership & Team Building - Project management -  
Data-Driven Decision Making - Spanish-English Translation - Python Programming

## Experience

### **Turnaround Assistant Principal**, *Third Future Schools, Beaumont, TX-Baton Rouge, LA*

July 2024 - Present

- ▮ Evaluate staff performance and create targeted professional development plans aligned with organizational goals.
- ▮ Design and lead implementation of differentiated instructional programs across grade levels and subjects.
- ▮ Lead cross-functional collaboration to drive school improvement and ensure successful training implementation.
- ▮ Oversee project timelines, ensuring training deliverables aligned with operational benchmarks.

### **Freelance Translator**, *Remote*

December 2024 - Present

- ▮ Translate educational content from English to Spanish and vice versa for diverse audiences.
- ▮ Manage multiple translation projects under tight deadlines, ensuring clarity and consistency across deliverables.

### **Summer School Principal (Prek-5)**, *Third Future Schools, Beaumont, TX*

June 2024 - July 2024

- ▮ Organized, coordinated and supervised instructional programs and activities.
- ▮ Directed the development of short-term training programs addressing critical knowledge and performance gaps.

### **Instructional Leader**, *Third Future Schools, Midland-Beaumont TX*

July 2020-May 2024

- ▮ Designed, customized, and assessed K-5 educational content across multiple disciplines.
- ▮ Collaborated with academic design teams and leadership to scale best practices across campuses.
- ▮ Led ongoing training sessions and coached educators in effective instruction, classroom management, and curriculum adaptation.

## Education

Monterrey Institute of Technology and Higher Education

B.S. Biotechnology Engineering

## Languages

Spanish (Fluent) • English (Fluent)

# Joshua Hamilton

11358 Copperwood Dr

Denham Springs, LA 70726

225-573-6466 • HAMILTONJOSHUA60@GMAIL.COM

## Professional Summary

Dedicated educator and emerging school leader with a strong background in teaching and instructional leadership. Experienced in classroom management, curriculum delivery, and supporting student success. Recently promoted to Assistant Principal, demonstrating proven leadership, communication, and problem-solving skills in school administration.

## Education

Bachelor's Degree

## Professional Experience

### Third Future Schools – [Baton Rouge, LA]

#### *Assistant Principal / 2025 – Present*

- Provide instructional leadership and operational support for teachers and staff.
- Support development of curriculum, assessments, and data-driven instructional practices.
- Partner with faculty, students, and families to foster a safe and engaging learning environment.
- Oversee student discipline and contribute to a positive school culture.

#### *Teacher / 2023 – 2025*

- Delivered engaging instruction aligned to curriculum standards.
- Assessed student performance and tailored lessons to diverse learning needs.
- Built strong relationships with students and families to promote academic growth.
- Collaborated with colleagues on instructional planning and professional development.

#### *Summer School Teacher / Summer 2025*

- Provided intensive instruction to support student learning and readiness for the next grade level.
- Developed targeted lesson plans to address academic gaps.
- Created a supportive classroom culture for accelerated learning.

## Skills

- Instructional Leadership
- Curriculum Design & Implementation
- Classroom Management
- Student & Family Engagement
- Staff Collaboration & Training
- School Operations & Administration



# Appendix 5 - Board Resumes

**Travis Markey, CPA, FPAC**

Cell: 225-431-7710

Email: [TravisMarkey1 O@gmail.com](mailto:TravisMarkey1O@gmail.com)

LinkedIn: [Linkedin.com/in/travis-markey](https://www.linkedin.com/in/travis-markey)

## **Executive Summary**

Strategic, results-oriented Chief Financial Officer with 10+ years of progressive leadership across nonprofit, education, and private sectors. Expertise in financial strategy, operational excellence, grant management, and multi-entity reporting. Known for driving organizational growth, financial sustainability, and cross-functional alignment. CPA and FPAC certified, with a passion for mission-driven impact and operational precision.

## **Professional Experience**

### **Chief Financial and Administrative Officer (CFAO)**

New Schools for Baton Rouge

May 2022 - Present

- Lead all financial operations, budgeting, forecasting, and reporting for a high-impact education nonprofit with \$25M+ in assets.
- Developed and implemented multi-year financial strategy, cash flow models, and fiscal dashboards to inform executive and board decision-making.
- Oversaw HR, legal, communications, IT, and grants administration-integrating systems for operational efficiency and compliance.
- Played a key role in securing and managing philanthropic funding, public grants, and charter school facility deals.
- Cultivated a strong organizational culture and aligned internal operations with mission and values.

### **Managing Director of Finance/ Controller**

IPS Enterprises Inc.

Feb 2021 - May  
2022

- Directed finance and accounting across multiple entities, ensuring GAAP compliance and accurate, on-time reporting.
- Led audit readiness, financial controls, and internal reporting across 5+ states and diverse regulatory environments.
- Co-developed financial planning models with the FP&A team to support scaling operations and long-term sustainability.
- Partnered with development and advancement teams to ensure compliance with restricted grant funding and donor intent.
- Elevated finance team performance and service through training, systems improvement, and stakeholder education.

**Sr. Director of Finance**

IDEA Public Schools Louisiana

Aug 2017 - Feb 2021

- Oversaw Louisiana financial operations during rapid charter network expansion, including state/federal compliance, budget development, and financial systems build-out.
- Collaborated with school leaders and regional executives to ensure budget alignment, enrollment growth forecasting, and timely reporting.
- Built cross-functional dashboards to track performance, revenue, and expenditure metrics.

**Senior Auditor, Staff Auditor**

Eisner Amper (formerly Postlethwaite & Netterville)

Jan 2013 -Aug 2017

- Led external audits for nonprofit, education, and commercial clients; ensured adherence to GAAP and internal controls.
- Delivered actionable risk assessments and client-facing reports on financial performance and regulatory compliance.
- Mentored junior auditors and managed multi-engagement timelines and client communications.

**Education**

Bachelor of Science in Accounting

Southeastern Louisiana University, Hammond, LA

May2013

**Certification**

Certified Public Accountant (CPA)

Aug2018

Certified Corporate Financial Planning & Analysis Professional (FPAC)

Apr2023

**References**

Available upon request.

# Sara Mungall

Digital Transformation & EdTech Integration | K-12 Education Systems & Policy | Program Design & Implementation | Cross-Functional Team Leadership | Data-Informed Decision-Making

## EXPERIENCE

### **Digital Promise, Remote - Project Director, IT Experience**

| OCTOBER 2022 - PRESENT Led education IT-relevant projects

specializing in community development. Conducted market research, developed MVPs for toolkits and training resources, and led engagement strategies.

Collaborated with cross-functional teams and national partners to implement 1:1 device programs and deliver strategic tech consulting to K-12 school leaders.

### **University View Academy, Hybrid(LA) - Executive Director, Curriculum &**

**Technology** | JULY 2015 - OCTOBER 2022

Led district-wide Canvas LMS and JCampus SIS implementation, including technical setup, communication, and onboarding.

Collaborated with vendors, secured contracts, and supported adoption through professional development and resources. Designed and delivered virtual and in-person trainings on instructional design, accessibility, and technology use. Managed project teams, generated data reports, and provided Tier III support using Microsoft, Google, Adobe, and virtual meeting platforms.

### **Northlake, Covington(LA) - Secondary Teacher & Math Department Lead**

AUGUST 2013 - MAY 2015

Taught and oversaw curriculum design, teacher support, and student achievement for high school mathematics courses. Focused on data-driven instruction, real-world application, and effective communication to strengthen math outcomes school-wide.

## EDUCATION

**M. Ed. Curriculum & Instruction, May 2017 - Louisiana State**

**B.S., Secondary Education, May 2013 - University of New Orleans**

## PROJECTS

### **Student Tech Team Toolkit - Released March 2025**

Led the development of a national resource to help schools and districts launch and sustain student tech teams. Managed project planning, content creation, and design-developing key materials such as proposal templates, recruitment tools, and training plans.

relevance and usability. The toolkit promotes student leadership in technology and supports equitable, tech-driven learning.

### **State Digital Equity and Opportunity Research**

**Study - May 2025** Collaborated to conduct a nation-wide research study to inform the development of a companion toolkit for Digital Promise's Digital Equity and Opportunity Toolkit.

References available upon request.

14037 Spalding Way

Baton Rouge, LA

(504) 615-1138

sara.allynU@gmail.com

lnkecHn.-com/smungalla.dp/



## SKILLS

PMP (May 2025)

Citi Researchers. HSR (Dec 2024) Google Project Management

(Nov 2024) A+ 1101 (Jan 2024)

Michigan Teaching Certificate-PIC 1065766 (Jan 2021 - June 2026)

Louisiana Teaching Certificate-Level 2 530552 (June 2019 - June 2025)

## SELECTED PUBLICATIONS AND SPEAKING

Hands-On. Future-Ready: Developing student Tech Talent - 6th, 2025

Speaker, NCCE 2025 - "Empowering the Future: The Role of CS Education in an AI-Driven World"

Speaker, FETC 2025 - "AI in Education: Transforming Learning and Teaching"

Consistent Access for AU: Key Enablers for sustainable Digital Infrastructure - DP, 2025

How One District is Scaling Student Tech Teams to Support Sustainable Technology Systems - DP, 2024

## AWARDS

Marquis Who's Who Designation (2025)

**Tonnisha Ellis** is a dynamic policy leader. With a strong background in education and workforce strategy, she brings a collaborative, data-driven approach to shaping policies that advance student success and strengthen the talent pipeline across Louisiana.

Previously, Tonnisha was the Senior Manager of Education and Workforce Policy Research at the Baton Rouge Area Chamber (BRAC), where she led transformative initiatives spanning cradle to career. Her accomplishments include launching a \$1 million truancy pilot program across multiple school districts and spearheading the Talent Action Collaborative-an influential task force that brought together C-suite executives and education leaders to bridge the gap between classrooms and careers. She has also contributed to successful legislative strategies and advised regional leaders on aligning education systems with workforce demands.

A proud native of Colfax, Louisiana, Tonnisha holds both a Bachelor's and Master of Science degree from Southern University and A&M College. She has been recognized nationally by the Association of Chamber of Commerce Executives (ACCE) as one of the industry's top emerging leaders.

Outside of her professional life, Tonnisha is a proud wife to her kindergarten sweetheart and the devoted mom of three amazing daughters. She also dedicates her time to community service through Delta Sigma Theta, Girl Scouts, Junior Achievement, the Junior League of Baton Rouge, National Charity League, and as a Parent Advisory Member for West Baton Rouge Public Schools.

# Appendix 6 - Board By Laws



**BYLAWS**  
**of**  
**THIRD FUTURE SCHOOLS-LOUISIANA**

Adopted

◆2023

**I. PRINCIPAL AND REGISTERED OFFICES**

1.1 **Principal Office.** The principal office of **THIRD FUTURE SCHOOLS--LOUISIANA** (hereinafter referred to as the "Corporation"), shall be located at 450 Laurel Street, 21st Floor, Chase Tower, Baton Rouge Louisiana 70801, Louisiana or at such other place as the Board of Directors shall from time to time designate.

1.2 **Registered Office.** The registered office of the Corporation shall be located at 450 Laurel Street, 21st Floor, Chase Tower, Baton Rouge, Louisiana 70801 or at such other place in East Baton Rouge Parish, Louisiana, as the Board of Directors may from time to time designate. The Corporation shall have and shall continuously maintain in East Baton Rouge Parish, Louisiana, a registered office at such place as may be designated by the Board of Directors.

**II. COMPOSITION OF THE BOARD OF DIRECTORS**

2.1 The Board of Directors should consist of members with a diverse set of professional skills and practical work experience in the area of education public/nonprofit and/or for profit administration or operations, community development, finance, and law.

2.2 The Board of Directors should be representative of the community(ies) in which the school(s) serves.

2.3 The Board of Directors shall consist of no more than one person from the same immediate family, as defined by the Louisiana Code of Governmental Ethics.

**III. BOARD OF DIRECTORS**

3.1 **Powers of Board.** The affairs of the Corporation shall be managed by the Board of Directors.

3.2 **Number of Directors.** The number of directors of the Corporation shall be a minimum of three (3) and a maximum of fifteen (15). The number of directors shall be the number elected from time to time by the Board of Directors; provided, however, such number shall never be less than three (3). No decrease in the number of directors shall have the effect of shortening the term of any incumbent director.

3.3 **Election and Term of Directors.** The first Board of Directors of the Corporation shall consist of those three (3) persons named as initial directors in the Articles of Incorporation. •Such persons shall hold office until the expiration of their respective terms provided in the Articles of Incorporation, or until their successors are elected and have qualified. Thereafter, at the initial

annual meeting of the Corporation, the Board of Directors shall elect successor directors, such that there are directors elected to serve a term of two (2) years and one (1) year, beginning at the adjournment of that annual meeting and continuing through the expiration of their respective terms, or until their successors have been elected and qualified. At each subsequent annual meeting of the Corporation, the Board of Directors shall elect directors to serve a term of two years beginning at the adjournment of that annual meeting and continuing through the expiration of their respective terms or until their successions have been elected and qualified.

3.4 Board Vacancies. Any and all vacancies occurring on the Board of Directors (including any vacancy resulting from an increase in the authorized number of directors or from the failure to elect the full number of authorized directors) shall be filled by the affirmative vote of a majority of the remaining directors, though not constituting a quorum. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office, or until his successor is elected and qualified.

3.5 Resignations of Directors. Except as otherwise required by law, any director of the Corporation may resign at any time by giving written notice to the Board or to the President or to the Secretary of the Corporation. Such resignation shall take effect at the time not more than thirty (30) days after such receipt as specified in such notice, or on receipt of the notice if no time is specified. Unless otherwise specified in the notice of resignation, no acceptance of such resignation shall be necessary to make it effective.

3.6 Quorum of Directors and Manner of Acting. Unless a greater proportion is required by law or these Bylaws, a majority of the Board of Directors shall be necessary to constitute a quorum for the transaction of business, and the acts of a majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If a quorum is present when a meeting of the Board of Directors is convened, the directors present may continue to do business, taking action by a vote of a majority of a quorum as fixed above, until adjournment, notwithstanding the withdrawal of enough directors who leave less than a quorum as fixed above, or the refusal of any director present to vote. Except as otherwise provided by law or by the Articles of Incorporation or these Bylaws, the acts of a majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board.

3.7 Annual Meetings of Directors. The annual meeting of the Board of Directors shall be held, in each year immediately after and at the same place as the annual meeting of the Corporation. Such annual meeting may be held on another date or at another place, pursuant to a resolution of the Board, provided that, at least two (2) days' notice of the new date or place for the annual meeting is given to each director.

Meetings of the Board of Directors shall be scheduled at the annual meeting of the Board of Directors.

Once a charter is granted to the Corporation and is executed by the Board of Directors, as required by the Louisiana Constitution and Open Meetings Law, R.S. 42:4.1 *et seq.* notice of any meeting shall be posted in the central office of the school or schools at least one day prior to the meeting. All such notices shall include an agenda.

3.8 Special Meetings of Directors. Special meetings of the directors may be called at any time by any member of the Board of Directors by written notice signed by the President or by a majority of the directors. Special meetings may be held at such place or places within or outside the State of Louisiana as may be designated by the Board of Directors. In the absence of such designation, any such meeting shall be held at such place as may be designated in the notice thereof.

3.9 Notice of Directors' Meetings. Whenever notice is required to be given under any provision of these Bylaws, it shall be in writing and it may be delivered personally or sent by U.S. mail, electronic mail, by telegram, by express delivery service or by electronic facsimile transmission to each director at his address as shown by the records of the Corporation. If notice is given by U.S. mail, such notice shall be deemed to be delivered three (3) days after being deposited in the United States Mail in a sealed envelope so addressed, with postage thereon prepaid. If notice is given by telegram or other commercial message delivery service, such notice shall be deemed to be given on the date delivered. If notice is given electronically, such notice shall be deemed delivered when transmitted by electronic mail or facsimile equipment to the intended recipient's electronic mail address or electronic facsimile number as shown in the records of the Corporation.

3.10 Directors' Waiver of Notice. Any director may waive notice of any meeting in writing at any time, either before or after the time notice would have been required and the waiver need not specify the purpose of the business to be transacted at the meeting. Directors present at a meeting shall be deemed to have received due, or to have waived, notice thereof, except where a director participates in the meeting for the express purpose of objecting to the transaction of any business at the meeting on the ground that the meeting is not lawfully called or convened. Except as specifically required by the Articles of Incorporation or these Bylaws, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice, or waiver of notice, of such meeting.

3.11 Compensation and Expenses of Directors. The Corporation shall not pay any compensation to directors for their services rendered to the Corporation. The Corporation may reimburse directors for reasonable expenses actually incurred in the performance of their duties to the Corporation.

3.12 Honorary Boards and Advisory Committees. The Board may elect or appoint any person to act in an advisory capacity to the Corporation or in an honorary capacity with respect to the Corporation and may create such honorary Boards or advisory committees and appoint to them such persons as the Board deems appropriate in its sole discretion. Persons serving in such advisory and honorary capacities shall not exercise any of the powers granted to the Board of Directors by law or in these Bylaws or in the Articles of Incorporation of the Corporation.

3.13 Fiduciary Relationship of Directors. Directors and officers of the Corporation shall be deemed to stand in a fiduciary relationship to the Corporation and its Board of Directors and shall discharge the duties of their respective positions in good faith, and with that diligence, care, judgment and skill which ordinarily prudent men would exercise under similar circumstances in like positions and meetings shall be held as required by law in person.

3.14 General Requirements and Prohibitions.

a. Meetings of the Board of Directors may be virtually, by telephone or in person until a charter is granted to the Corporation and is executed by the Board of Directors. Once a charter is granted to the Corporation and a charter agreement is executed the Board of Directors shall comply with all laws applicable to public charter schools including, but not limited to, the Louisiana Open Meetings Law, the Louisiana Public Records Law, and the Code of Governmental Ethics.

**IV. COMMITTEES OF THE BOARD OF DIRECTORS**

4.1 Executive Committee. The Board of Directors may, by resolution adopted by a majority of the directors in office, designate and appoint an Executive Committee to consist of not less than two (2) directors. The Executive Committee shall, to the extent provided in the Board resolution, have and may exercise all of the powers of the Board of Directors in the management of the business and affairs of the Corporation during the intervals between the meetings of the Board, and shall fix its own rules of procedure. Such Executive Committee shall keep a record of its proceedings, which shall from time to time be reported to the full Board of Directors. The designation and appointment of any such Executive Committee and the delegation of authority to the Committee shall not relieve the Board of Directors, or any individual member of the Board of Directors, of any responsibility imposed upon it or him by law. Any vacancy occurring on the Executive Committee shall be filled by the Board of Directors, but the President of the Corporation may designate another director to serve on the Executive Committee pending action by the Board of Directors. The Executive Committee shall hold office during the term of the Board of Directors constituting it, unless otherwise ordered by the Board of Directors.

4.2 Committees Other Than the Executive Committee. The Board of Directors may, by resolution adopted by a majority of the directors in office, designate and appoint one or more committees, in addition to the Executive Committee, each of which shall include at least two (2) directors. Such committees shall have the duties assigned to them by the Board of Directors in a resolution. Such committee or committees shall have such name or names as may be set in the Articles of Incorporation or these Bylaws, or as may be determined, from time to time, by the Board of Directors. The designation and appointment of any such committee and the delegation of authority to the committees shall not relieve the Board of Directors, or any individual member of the Board of Directors, of any responsibility imposed upon it or him by law. Any vacancy occurring in any such committee shall be filled by the Board of Directors, but the President of the Corporation may designate another director to serve on the committee pending action by the Board.

4.3 Minutes of Meetings of Committees. Any committee designated by the Board of Directors shall keep regular minutes of their proceedings and shall report the same to the Board of Directors, when required; but no approval by the Board, of any action properly taken by a committee shall be required.

4.4 Procedure. If the Board of Directors fails to designate the chairman of a committee, the President, if a member of such committee, shall be the chairman. Each committee shall meet at such times as it shall determine and at any time on call of the chairman. A majority of a

committee shall constitute a quorum, and the committee may take action either by vote of a majority of the members present at any meeting at which there is a quorum or by written concurrence of a majority of the members. In case of absence or disqualification of a member of a committee at any meeting thereof, the qualified members present, whether or not they constitute a quorum, may unanimously appoint a director to act in place of the absent or disqualified member. The Board of Directors shall have the power to change the members of any committee at any time, to fill vacancies, and to discharge any committees at any time.

## **V. OFFICERS, AGENTS AND EMPLOYEES**

5.1 **Officers.** The Officers of the Corporation shall be a President, a Secretary, and a Treasurer. The Officers shall be elected by the Board of Directors at its first meeting and at each annual meeting thereafter unless otherwise provided. The Board of Directors of the Corporation may from time to time elect or appoint other Officers, and such Officers shall have such authority, and shall perform such duties as from time to time may be prescribed by the Board of Directors. In addition to the powers and duties of the Officers of the Corporation as set forth in these Bylaws, the Officers shall have such authority and shall perform such duties as from time to time may be determined by the Board of Directors.

5.2 **Election and Term of Office.** The first officers of the Corporation shall consist of those persons named as initial officers, and such persons shall hold office until the first annual election of officers. Thereafter, a nominating committee which may be composed of directors and non directors shall present a slate of officers for Board approval. The Board shall elect officers at each annual meeting of the Board. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be held.

5.3 **Resignation of Officers.** Any officer or agent may resign at any time by giving written notice to the Board of Directors or to the President or to the Secretary of the Corporation. Any such resignation shall take effect at the time of receipt or at such later time as therein specified, not to exceed thirty (30) days. Unless otherwise specified in the notice of resignation, no acceptance of such resignation shall be necessary to make it effective.

5.4 **Removal of Officers.** Any officer or agent may be removed by the Board of Directors with or without cause at any time, without prejudice, however, to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create any contract rights.

5.5 **Vacancies in Offices.** A vacancy in any office may be filled for the unexpired portion of the term by the Board of Directors at any meeting of the Board.

5.6 **Powers and Duties of Officers.** Subject to the authority and control of the Board of Directors, all officers as between themselves and the Corporation shall have such authority and shall perform such duties in the management of the property and affairs of the Corporation as may be provided in these Bylaws or by resolution of the Board of Directors, not inconsistent with these Bylaws, and, to the extent not so provided, as generally pertain to their respective offices.

5.7 Chairman meetings. The President shall preside at all meetings of the Board of Directors at which he or she is present and shall perform all duties as may from time to time be assigned to him or her by the Board of Directors. He or she shall be an ex officio member of all committees. He or she shall be, ex officio, a member of all standing committees. The President shall, unless otherwise provided by resolution of the Board of Directors, possess the power and authority to sign all certificates, contracts, instruments, papers and documents of every conceivable kind and character whatsoever in the name of and on behalf of the Corporation, subject to co-signature by the Secretary.

5.8 Vice-Chairman. The Board of Directors may elect a Vice-Chairman to serve in the absence of the President.

5.9 Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors in books provided for that purpose and sign, with the President in the name of the Corporation, all contracts when required by law, the Articles of Incorporation, these Bylaws or by contract to do so. The Secretary shall be in charge of all such books and papers as the Board of Directors shall direct, all of which shall at all reasonable times be open to the examination of any Director, and in general perform all the duties incident to the office of Secretary, subject to the control of the Board of Directors.

5.10 Treasurer. The Treasurer shall have custody of all the funds and securities of the Corporation, endorse checks, notes and other obligations for collection on behalf of the Corporation and shall deposit the same to the credit of the Corporation in such bank or banks or depository or depositories as the Board of Directors may designate; sign all checks of the Corporation subject to any required co-signature; sign all receipts and vouchers for payments made to the Corporation; enter or cause to be entered regularly in the books of the Corporation kept for that purpose, full and accurate accounts of all monies received and paid on account of the Corporation, and whenever required by the Board of Directors shall render statements of such accounts; shall, at all reasonable times, exhibit the books and accounts to any Director of the Corporation, and shall perform all acts incident to the position of Treasurer, subject to the control of the Board of Directors.

5.11 Fiduciary Relationship of Officers. Officers of the Corporation shall be deemed to stand in a fiduciary relationship to the Corporation and its Board of Directors and shall discharge the duties of their respective positions in good faith, and with that diligence, care, judgment, and skill which ordinarily prudent men would exercise under similar circumstances in like positions.

## **VI. ADMINISTRATIVE**

6.1 Fiscal Year. The fiscal year of the Corporation shall be from July 1 through June 30 of the following year, unless otherwise determined by the Board of Directors.

6.2 Contracts and Other Documents. The Board may, except as otherwise required by law, the Articles of Incorporation or Bylaws, authorize the President of the Corporation to enter into any contract or to execute and deliver any instrument or document on behalf of the Corporation. Such authority may be general or may be confined to specific instances.

6.3 Checks, Drafts, Loans, etc. All checks, drafts, loans or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Corporation shall be signed by such officer or agent of the Corporation and in such manner as shall be from time to time determined by the Board of Directors. The Board may delegate its power under this Section 6.3 only to the President and only on such terms as the Board shall prescribe by resolution.

6.4 Books and Records. The Corporation shall keep at its registered office at 450 Laurel Street, 21st Floor, Chase Tower North, Baton Rouge, Louisiana 70801: (1) correct and complete books and records of account; and (2) minutes of the proceedings of the Board of Directors and any committee having any of the authority of the Board.

6.5 Loans to Directors, Officers, Employees and Agents. No loans shall be made by the Corporation to any of its directors, officers, employees or agents.

## **VII. INDEMNIFICATION AND INSURANCE**

7.1 The Corporation may, to the extent permitted by law, indemnify any person who was or is a party or is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative (including any action by or in the right of the Corporation) by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another nonprofit, business or foreign corporation, partnership, joint venture or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful; provided that in case of actions by or in right of the Corporation, the indemnity shall be limited to expenses (including attorneys' fees and amounts paid in settlement not exceeding, in the judgment of the Board of Directors, the estimated expense of litigating the action to conclusion) actually and reasonably incurred in connection with the defense or settlement of such action and no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that the court shall determine upon application that, despite the adjudication of liability but in the view of all the circumstances of the case, he is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.

7.2 To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any such action, suit or proceeding, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

7.3 Any indemnification under Section 7.1 (unless ordered by the court) shall be made by the Corporation only as authorized in a specific case upon a determination that the applicable standard of conduct has been met. Such determination shall be made: (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such quorum is not obtainable or a quorum of disinterested directors so directors, by an independent legal counsel, or (iii) by the Board of Directors.

7.4 Expenses incurred in defending such an action, suit or proceeding may be paid by the Corporation in advance of the final disposition thereof if authorized by the Board of Directors in the manner provided in Section 7.3 above, upon receipt of an undertaking by or on behalf of the director, officer, employee, or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation as authorized in this Article VII.

7.5 The indemnification provided by this Article VII shall not be deemed exclusive of any other rights to which the person indemnified may be entitled under any bylaw, agreement, authorization of Board of Directors or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his heirs and legal representative.

7.6 The Corporation may procure insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another nonprofit, business or foreign corporation, partnership, joint venture or other enterprise against any liability asserted against or incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the law.

7.7 The Corporation shall not, under any circumstances, indemnify any employee, officer, director, or any other person for any expenses, including attorney's fees, incurred in connection with any suit or proceeding brought against the Corporation by such persons.

7.8 No director or officer of the Corporation shall be personally liable either to the Corporation or its Board of Directors, if any, for monetary damages for breach of fiduciary duty as a director or officer, provided that such breach does not consist of any of the following:

(a) breach of the director's or officer's duty of loyalty to the corporation or its Board of Directors;

(b) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; or

benefit.

any transaction from which the director or officer derived an improper person;

This provision shall be effective to eliminate the personal liability of a director or officer for any act or omission occurring prior to the effective date of this provision.



7.8 If any part of this Article VII shall be found in any action, suit, or proceeding to be invalid or ineffective, the validity and the effectiveness of the remaining parts shall not be affected.

## **8. AMENDMENT OF BYLAWS**

8.1 The Bylaws of the Corporation may be adopted, amended, or repealed by a majority vote of the Board of Directors, present or represented at any regular or special meeting. The notice of any regular or special meeting to consider such an amendment shall be distributed to each of the Board of Directors at least ten (10) days prior to such meeting and shall set forth the proposed amendment or a summary of the changes to be made. By a vote of two-thirds (2/3) of the members of the Board of Directors, this ten (10) day notice requirement may be waived.

## **9. CONFLICT OF INTEREST POLICY**

9.1 Purpose. The purpose of the conflict of interest policy is to protect this tax-exempt Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Corporation or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

The Corporation's directors, officers, agents, committee members, and other representatives of the Corporation shall comply with the Louisiana Code of Governmental Ethics in their entirety where applicable.

9.2 Definitions. Definitions for the purpose of this Article IX are set forth as follows:

a. "Interested Person" shall mean any director, principal officer, or member of a committee with governing Board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

b. "Financial Interest" shall mean a person who has, directly or indirectly, through business, investment, or family:

i. An ownership or investment interest in any entity with which the Corporation has a transaction or arrangement,

ii. A compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or

iii. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. Under Section 9.3, a

A person who has a financial interest may have a conflict of interest only if the appropriate governing Board or committee decides that a conflict of interest exists.

### 9.3 Procedures.

a. Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing Board delegated powers considering the proposed transaction or arrangement.

b. Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing Board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or committee members shall decide if a conflict of interest exists.

c. Procedures for Addressing the Conflict of Interest.

i. An interested person may make a presentation at the governing Board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

ii. The chairperson of the governing Board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

iii. After exercising due diligence, the governing Board or committee shall determine whether the Corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

iv. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing Board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

### 9.4 Violations of the Conflicts of Interest Policy.

a. If the governing Board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing Board or committee determines the member has

failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

9.5 Records of Proceedings. The minutes of the governing Board and all committees with Board delegated powers shall contain:

a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing Board's or committee's decision as to whether a conflict of interest in fact existed.

b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

9.6 Annual Statements. Each director, principal officer and member of a committee with governing Board delegated powers shall annually sign a statement which affirms such person:

a. has received a copy of the conflicts of interest policy;

b. has read and understands the policy;

c. has agreed to comply with the policy; and

d. understands the Corporation is educational and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

9.7 Periodic Reviews. To ensure the Corporation operates in a manner consistent with its educational and charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

a. whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining; and

b. whether partnerships, joint ventures, and arrangements with management organizations conform to the Corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in injury, impermissible private benefit or in an excess benefit transaction.

9.8 Use of Outside Experts. When conducting the periodic reviews as provided for in Section 9.7, the Corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing Board of its responsibility for ensuring periodic reviews are conducted.

\* \* \* \* \*

**CERTIFICATE OF BOARD OF DIRECTORS  
MEMBER**

I certify that I am the duly elected and acting Board of Directors Member of the Corporation and that the foregoing Bylaws constitute the Bylaws of the Corporation. These Bylaws were duly adopted as of \_\_\_\_\_, 2023 by meeting of the Board of Directors or unanimous consent in lieu thereof.

DATED: \_\_\_\_\_, 2023

Board of Directors Member

# Appendix 7 - High School Addendum (not applicable)

# Appendix 8 - List of Insurance Coverages

## Insurance

Insurance	Description	Level of Coverage
D&O	Covers businesses if they're held liable for injury to third parties or damage to their property	Meet or exceed minimum legal requirements
Cyber	Cyber-attacks, data breaches, and other digital security incidents	Meet or exceed minimum legal requirements
Liability	Injuries that occur on their property	Meet or exceed minimum legal requirements
Property	Covers business buildings, equipment, inventory, furniture, and other business property	Meet or exceed minimum legal requirements
Workman's comp	Reasonable and necessary medical treatment related to the work injury	Meet or exceed minimum legal requirements
Medical	Provided by employers to their employees, typically offering better rates due to the larger risk pool.	Meet or exceed minimum legal requirements
Dental	Offers flexibility to see any dentist but provides better benefits for in-network providers.	Meet or exceed minimum legal requirements
Vision	Coverage that helps pay for eye care services, eyewear, and vision correction procedures	Meet or exceed minimum legal requirements
Life	Financial protection that pays a death benefit to your beneficiaries	Meet or exceed minimum legal requirements

# Appendix 9 – Course Offerings – N/A



# Appendix 15 - Curriculum Map for 3<sup>rd</sup> grade ELA (sample map for August

# 2024-2025 Curriculum Map

*A curriculum alignment tool developed for Third Future Schools*

**3<sup>rd</sup> Grade Reading, Writing, and Communicating**

# AUGUST

Standard	Standard Statement	Learning Objectives
<b>CO: 2.1.a.i</b> <b>LA: RL.3.1</b> <b>TN: 3.RL.KID.1</b>	Ask and answer questions to demonstrate understanding of a text, referring explicitly to the text as the basis for the answer.	<p>The student will:</p> <ul style="list-style-type: none"> <li>Preview literary texts to activate prior knowledge and generate questions.</li> <li>Ask and answer questions while reading literary texts.             <ul style="list-style-type: none"> <li>Have students annotate while reading a passage.</li> </ul> </li> <li>Have students answer questions from the text and select the details from the text that support their answers.</li> <li>Give the students a quote from a text and have them describe what the quote means and then select details that support their description.</li> </ul> <p><b>This standard is linked to a possible constructed response on the state assessment.I</b></p>
<b>CO: 2.1.a.iii</b> <b>LA: RL.3.2</b> <b>TN: 3.RL.KID.2</b>	Recount stories, including fables, folktales, and myths from diverse cultures; determine the central message, lesson, or moral and explain how it is conveyed through key details in the text.	<ul style="list-style-type: none"> <li>Retell stories, including their characters, setting, and important events from beginning, middle, and end.             <ul style="list-style-type: none"> <li>Include fables, folktales, and myths from diverse cultures</li> </ul> </li> <li>Determine a story's central message or lesson and explain how it is conveyed through key details in the text.             <ul style="list-style-type: none"> <li>Have the students choose from a list of statements the one that best describes the central message or lesson in a short story, and then have them choose from a list of details the one that best supports the chosen statement.</li> </ul> </li> </ul> <p><b>This standard is linked to a possible constructed response on the state assessment.I</b></p>
<b>CO: 2.1.c.i</b> <b>LA: RL.3.7</b> <b>TN: 3.RL.IK1.7</b>	Explain how illustrations in a text contribute to what is conveyed by the words.	<ul style="list-style-type: none"> <li>Explain how a specific aspect of a text's illustrations contributes to what is conveyed by the words in a story.             <ul style="list-style-type: none"> <li>Illustrations can create a mood or emphasize an aspect of a character or setting.</li> <li>Have the students describe how a picture in a text supports a key idea in the text, and then have them select a sentence from the passage that supports their description.</li> </ul> </li> </ul> <p><b>[This standard is linked to a possible constructed response on the state assessment.]</b></p>

<b>CO: 3.4.a</b> <b>LA: L.3.1a</b> <b>TN: 3.FL.SC.6a</b>	Explain the function of nouns, pronouns, verbs, adjectives, and adverbs as used in general and in particular sentences	<ul style="list-style-type: none"> <li>• Explain the function of nouns and locate them within a sentence.</li> <li>• Explain the function of pronouns and locate them within a sentence.</li> <li>• Explain the function of verbs and locate them within a sentence.</li> <li>• Explain the function of adjectives and locate them within a sentence.</li> <li>• Explain the function of adverbs and locate them within a sentence.</li> </ul>
<b>CO: 2.3.a.iii</b> <b>LA: RF.3.3c</b> <b>TN: 3.FL.PWR.3c</b>	Decode multi-syllable words.	<ul style="list-style-type: none"> <li>• Decode multi-syllable words.</li> </ul>
<b>CO: 2.3.a.i</b> <b>LA: RF.3.3a</b> <b>TN: 3.FL.PWR.3a</b>	Identify and define the meaning of the most common prefixes and derivational suffixes.	<ul style="list-style-type: none"> <li>• Learn and identify common prefixes.</li> <li>• Learn and identify common suffixes.</li> <li>• Define the meaning of a suffix and prefix when it is used with a word in a passage.</li> </ul>
<b>CO: 2.3.a.ii</b> <b>LA: RF.3.3b</b> <b>TN: 3.FL.PWR.3b</b>	Decode words with common Latin suffixes, such as -ly, -less, and -ful.	<ul style="list-style-type: none"> <li>• Decode words with common Latin suffixes. such as -ly, -less, and -ful</li> </ul>
<b>Incorporate and support the following standards in lessons and LSAE assignments throughout the school year:</b>		
<b>CO: 3.4.b.vi</b> <b>LA: L.3.2f</b> <b>TN: 3.FL.WC.4.a</b>	Use spelling patterns and generalizations in writing one-, two-, and three-syllable words.	<ul style="list-style-type: none"> <li>• Use spelling patterns and generalizations in writing one-, two-, and three-syllable words. <ul style="list-style-type: none"> <li>▶ Have the students identify a change needing to be made to a given word in a sentence. Make no change an option.</li> </ul> </li> </ul>
<b>CO: 3.4.b.vii</b> <b>LA: L.3.2g</b> <b>TN: 3.FL.WC.4c</b>	Consult reference materials, including beginning dictionaries, as needed to check and correct spellings.	<ul style="list-style-type: none"> <li>• Consult reference materials, including beginning dictionaries, to check and correct spelling.</li> </ul>
<b>CO: 2.3.c.v</b> <b>LA: L.3.4d</b> <b>TN: 3.FL.VA.7a.iv</b>	Use glossaries or beginning dictionaries, both print and digital, to determine or clarify the precise meaning of keywords and phrases.	<ul style="list-style-type: none"> <li>• Use print and digital glossaries to determine or clarify the meaning of words and phrases. <ul style="list-style-type: none"> <li>▶ Use beginning dictionaries, both print and digital, to determine or clarify the meaning of words and phrases.</li> <li>▶ Choose which definition from a dictionary entry best matches the way a word is used in a specified paragraph.</li> </ul> </li> </ul>

<p><b>CO: 2.3.e</b>  <b>LA: L.3.6</b>  <b>TN: 3.FL.VA.7c</b></p>	<p>Acquire and use accurately grade-appropriate conversational, general academic, and domain-specific words and phrases, including those that signal spatial and time relationships</p> <p>Use conventional spelling for high-frequency words, including irregular words.</p>	<ul style="list-style-type: none"> <li>Expand vocabulary knowledge by learning selected vocabulary words.</li> <li>Use conventional spelling for high-frequency words, including irregular words.</li> </ul>
<p><b>CO: 3.4.b.v</b>  <b>LA: L.3.2e</b>  <b>TN: 3.FL.WC.4b</b></p>	<p>Read grade-appropriate irregularly spelled words.</p>	<ul style="list-style-type: none"> <li>Read grade-appropriate irregularly spelled words.</li> </ul>
<p><b>CO: 2.3.a.iv</b>  <b>LA: RF.3.3d</b>  <b>TN: 3.FL.PWR.3d</b></p>	<p>With guidance and support, produce clear and coherent writing in which the development, organization, and style are appropriate to the task, purpose, and audience.</p>	<ul style="list-style-type: none"> <li>With guidance and support from adults, produce writing in which the development and organization are appropriate to the task, purpose, and audience.</li> </ul>
<p><b>CO: 3.4.d</b>  <b>LA: W.3.4</b>  <b>TN: 3.W.PDW.4</b></p>	<p>Write routinely over extended time frames and shorter time frames for a range of discipline-specific tasks, purposes, and audiences; promote writing fluency.</p>	<ul style="list-style-type: none"> <li>Write routinely over extended and shorter time frames for a range of discipline-specific tasks, purposes, and audiences; promote writing fluency.</li> <li>Learn the Short-Constructed Response requirement and write to the SCR rubric</li> </ul>
<p><b>CO: 3.4.f</b>  <b>LA: W.3.6</b>  <b>TN: 3.W.PDW.6</b></p>	<p>With guidance and support from adults, use technology to produce and publish writing, as well as to interact and collaborate with others; demonstrate sufficient command of technological skills to type a complete product in a single sitting as defined in W.1-3.</p>	<ul style="list-style-type: none"> <li>Use technology to produce and publish writing.</li> <li>Demonstrate sufficient command of technological skills to type a complete product in a single sitting as defined in W.1-3</li> </ul>
<p><b>CO: 2.1.d.i</b>  <b>2.2.d.1</b></p>	<p>Read and comprehend stories, poems, and informational texts throughout the</p>	<ul style="list-style-type: none"> <li>Read and comprehend stories and informational texts at the high end of the grades 2-3 text complexity band proficiently.</li> </ul>

**LA: RL.3.10**

grades 2-3 text complexity band  
proficiently, with scaffolding at the high  
end as needed.

**RI.3.10**

**TN: 3.RL.RRTC.10**

**3.RI.RRTC.10**

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<b>CO: 2.1.e</b>	<i>Read grade level text accurately and fluently, attending to phrasing, intonation, and punctuation.</i>	<ul style="list-style-type: none"> <li>• Read with fluency and expression. <ul style="list-style-type: none"> <li>▶ Read and reread a text silently.</li> <li>▶ Listen critically to pronunciation, pace, and expression during guided oral reading.</li> <li>▶ Chunk words into phrases while reading.</li> <li>▶ Recognize when characters speak within text and identify emotions that can be applied to story events.</li> <li>▶ Use expressions while reading.</li> <li>▶ Identify end punctuation and pauses appropriately.</li> <li>▶ Identify end punctuation and use appropriate intonation.</li> </ul> </li> </ul>
<b>CO: 2.1.a.ii</b>	<i>Use a variety of comprehension strategies to interpret text (attending, searching, predicting, checking, and self-correcting).</i>	<ul style="list-style-type: none"> <li>• Learn and use comprehension strategies while reading literary and informational texts. <ul style="list-style-type: none"> <li>▶ Explain the purpose of the text</li> <li>▶ Preview the text: take notice of titles, illustrations, headings, bold text, captions, italicized graphics, etc.</li> <li>▶ Identify text structure (e.g., sequence, cause-effect, problem-solution)</li> <li>▶ Make connections to prior knowledge</li> <li>▶ Self-monitor understanding</li> <li>▶ Visualize while reading</li> </ul> </li> <li>Identify mistakes and re-read correctly</li> </ul>
<b>CO: 2.3.b.i</b> <b>LA: RF.3.4a</b> <b>TN: 3.FL.F.5.a</b>	Read grade-level text with purpose and understanding.	<ul style="list-style-type: none"> <li>• Explain the purpose of reading a text Express what is understood from a text read</li> </ul>

# Appendix 12 - Letter of Intent from the Intended Partner Organization (MOU)



## MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** ("MOU") is made and entered into as of July 2, 2025 by and between Third Future Schools--Louisiana, a Louisiana nonprofit corporation ("Third Future"), and New Schools For Baton Rouge, a Louisiana nonprofit corporation ("NSBR", and collectively with Third Future, the "Parties").

### RECITALS

**WHEREAS**, Third Future is a Louisiana nonprofit corporation formed for the purpose of operating charter schools in the State of Louisiana;

**WHEREAS**, Third Future is applying for a Type 2 Charter School Operating Agreement (the "Charter Agreement") to operate a charter school in East Baton Rouge Parish, Louisiana (the "Charter School");

**WHEREAS**, NSBR desires to apply Five Million Six Hundred Eighteen Thousand Seven Hundred Fifty and 00/100 Dollars (\$5,618,750.00) in grant funds (the "Grant Funds") toward financing so that BR Bridge School Properties ("Bridge") may purchase and lease real property located at 1500 N. Airway Drive, Baton Rouge, LA 70815 (the "Property");

**WHEREAS**, Bridge desires to enter into a lease agreement (the "Lease") with Third Future for the Property at which Third Future will operate the Charter School; and

**WHEREAS**, Third Future and NSBR desire to enter into this MOU in order to establish a corporate partnership based on the foregoing Recitals and the other terms and conditions provided for herein, to evidence their intent to execute the Lease, and to enter into future agreements of benefit to the Parties.

### AGREEMENT

**NOW, THEREFORE** Third Future and NSBR enter into this MOU to evidence their intent to execute a Lease and other mutually beneficial future agreements:

**Section 1.     Covenants of NSBR.** NSBR covenants and agrees:

- (a) to apply the Grant Funds for financing so that Bridge may purchase and lease the Property;
- (b) to provide enrollment, talent and leadership support to Third Future in connection with the operation of the Charter School throughout the term of the corporate partnership; and
- (c) to execute any and all documents necessary to consummate the transactions contemplated herein.

**Section 2. Covenants of Third Future.** Third Future covenants and agrees:

- (a) to operate the Charter School in accordance with its Charter Agreement;
- (b) to execute the Lease with Bridge for the Property and to use the Property in the operation of the Charter School; and
- (c) to execute any and all documents necessary to consummate the transactions contemplated herein.

**Section 3. The Charter School.** The Parties agree that, subject to the terms and conditions of the Charter Agreement, Third Future will have exclusive control over all operational aspects of the Charter School, including, but not limited to, academics, human resources, and contracts with service providers.

**Section 4. Enforcement.**

Section 4.1. MOU is a Preliminary Understanding. The preliminary understandings expressed in this MOU are subject to and conditioned upon (a) NSBR securing the Grant funds for the purchase and lease of the Property, (b) the successful purchase of the Property by Bridge, (c) the negotiation and execution by the Parties of a mutually-acceptable Lease, and (d) Third Future obtaining and maintaining the Charter Agreement.

Section 4.2. Remedies for Breach. The term of this MOU shall coincide with the term of the Charter Agreement, unless terminated sooner in accordance with this Section. In the event that any party breaches this MOU, the sole and exclusive remedy will be termination of this MOU; provided that the party breaching this MOU shall be given written notice and a reasonable opportunity to cure its breach (such opportunity to cure not to exceed 90 days from receipt of written notice of breach).

**Section 5. Miscellaneous.**

Section 5.1 Assignment. This MOU is personal to each of the Parties hereto, and neither party may assign or delegate any rights or obligations hereunder without first obtaining the written consent of the other party.

Section 5.2 Amendments, Supplements, and Modifications. No amendment or modification to this MOU shall be valid unless and until executed in writing by the duly authorized representatives of each party to this MOU.

Section 5.3 Third Party Beneficiaries. This MOU is entered into for the exclusive benefit of the Parties, and the Parties expressly disclaim any intent to benefit anyone not a party hereto.

Section 5.4 Negation of Partnership, Joint Venture and Equity Interest. Nothing contained in this MOU shall constitute or be construed to be or to create a partnership, joint venture or other venture among Third Future, NSBR and/or Bridge.

Section 5.5 Headings. The headings of this MOU are for convenience of reference only and shall not form part of, or affect the interpretation of, this MOU.

Section 5.6 Severability. In the event that any provision of this MOU is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any provision hereof which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision hereof.

Section 5.7 Execution in Counterparts. This MOU may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Section 5.8 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Louisiana.

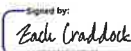
Section 5.9 Recitals. The foregoing recitals are hereby incorporated into and made a part of this MOU, including all defined terms referenced therein.

[Signatures to Follow]


[Signature Page to MOU]

**IN WITNESS WHEREOF**, the undersigned have executed this MOU as of the 2nd day of July, 2025.

**THIRD FUTURE SCHOOLS—LOUISIANA**

By: \_\_\_\_\_  
Name: Zach Craddock  
As Its: 7/3/2025

**NEW SCHOOLS FOR BATON ROUGE**

By: \_\_\_\_\_  
Name: Noemi Donoso  
As Its: 7/3/2025

# Appendix 13 - TFS Audit 2023-2024 (removed per LDOE)

# Appendix 14 - Management Contract with TFS Louisiana

**MANAGEMENT SERVICES AGREEMENT BETWEEN  
THIRD FUTURE SCHOOLS & THIRD FUTURE SCHOOLS--LOUISIANA**

THIS SERVICES AGREEMENT (this "**Agreement**") is made and effective as of the \_\_\_\_\_ ("**Effective Date**"), by and between Third Future Schools ("**TFS-CO**"), a Colorado Corporation, whose address is 431 N. Sable Blvd., and Third Future Schools--Louisiana, a Louisiana Nonprofit Corporation ("**TFS-LA**"), whose address is 450 Laurel Street, 21<sup>st</sup> Floor, Baton Rouge, Louisiana 70801. TFS-CO and TFS-LA are sometimes referred to herein individually as a "**Party**" and together as the "**Parties**."

**RECITALS:**

- A. TFS-LA has been approved to operate one (1) Type 3 charter school at Fair Park Middle School (the "**Charter School**") by the Caddo Parish School Board (also referred to as "**Caddo**," or "**Charter Authorizer**") pursuant to the Type 3 Charter Contract entered into by Caddo and TFS-LA on July 23, 2024 (the "**Charter Contract**").
- B. TFS-LA further represents that it may in the future submit applications to one or more charter authorizers, including, but not limited to, Caddo, seeking approval to operate additional charter schools in the State of Louisiana.
- C. TFS-CO represents that it has expertise in the management and operation of charter schools and provides comprehensive educational and operational support services to charter schools. •
- D. TFS-LA desires that TFS-CO provide to TFS-LA "**School Management Services**" (the "**Services**") (as described in Section 4) in connection with the development and operation of charter schools (individually the "**Charter School**" or collectively, the "**Charter Schools**"), and TFS-CO is willing to accept such engagement and provide Services to TFS-LA, pursuant to the terms and conditions of this Agreement.

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

**AGREEMENTS:**

1. **Engagement; Board Authority; Relationship.**

I. **Engagement.** TFS-LA hereby (i) engages TFS-CO for the purpose of providing the Services; and (ii) grants TFS-CO the right, power and authority necessary to perform the Services upon the terms and conditions set forth herein, to the full extent permitted by applicable law and the Charter Contract(s) under which TFS-LA operates. TFS-CO hereby accepts such engagement, for the term set forth herein, to act on behalf of TFS-LA for the

purposes set forth herein, with such authority as delegated to TFS-CO herein or by subsequent resolutions by TFS-LA's Board of Directors, subject to the terms and conditions of this Agreement and in compliance with Louisiana Revised Statutes Title 17, Section 3971, *et. seq.*, ("**the Act**"), other applicable law, and each Charter Contract that TFS-LA (or any affiliate or subsidiary of TFS-LA) may enter into with any charter authorizer in Louisiana (any or all such contracts, regardless of their designation by the applicable governing charter authorizer, collectively the "**Charter Contract(s)**"). TFS-LA agrees to engage TFS-CO to provide School Management Services, pursuant to this Agreement, with respect to every charter school TFS-LA is authorized to operate. TFS-LA further acknowledges that TFS-CO may unilaterally assign and transfer, by written notice to TFS-LA, in whole or in part, its obligations under this Agreement to its designated affiliate.

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

1.3 **Relationship of the Parties.**

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

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

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

1.3.4 The relationship between TFS-LA and TFS-CO is based upon the terms of this Agreement and any other written agreements between TFS-CO and TFS-LA. This Agreement shall create only an independent contractor relationship and shall not be construed or interpreted to create an employer-employee, partnership, joint-venture or other legal relationship or entity between TFS-CO and TFS-LA. While performing under this Agreement, neither Party shall represent the other Party in any dealings or transactions except as expressly authorized herein and neither Party shall represent any relationship except for the relationship specified herein. Except in the performance of the Services by TFS-CO or any of its employees or



contractors in accordance with this Agreement, neither Party may enter into, bind or attempt to bind the other Party to any contractual obligation or duty and each Party shall be solely responsible for its acts and omissions and for the acts and omissions of its directors, officers, employees, agents and contractors. Except in the performance of the Services by TFS-CO or any of its employees or contractors in accordance with this Agreement, or as TFS-LA may authorize in writing, TFS-CO is not authorized to act on behalf of TFS-LA and any attempt to do so shall be null and void.

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

## 2. Term.

2.1 Agreement. Subject to Section 13 and unless earlier terminated as provided herein, the Term of this Agreement shall commence retroactively on July 1, 2024, and shall run through June 30, 2027, unless terminated by either Party to the extent termination rights are provided in this Agreement. TFS-CO's Services shall cease upon the termination of this Agreement unless the term of this Agreement is renewed or extended as provided herein. Upon expiration or termination of this Agreement, regardless of the reason, TFS-CO shall be entitled to, and shall promptly receive, all fees and reimbursement of all expenses pursuant to Sections 6 and 7 due and payable through the effective date of expiration or termination.

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

2.3 Additional Charter Contracts and Charter Schools. The initial term of this Agreement relating to any subsequent or additional charter contracts shall be no less than three (3) years from the first Funding Date (as defined herein) for each such charter contract(s) respective new school(s).

## 3. Responsibilities of TFS-LA.

3.1 Operations of TFS-LA. TFS-LA is responsible for overseeing all Charter Schools and all corporate activities and operations of TFS-LA. In determining TFS-LA's operations and activities, TFS-LA shall, in good faith, consider the recommendations of TFS-CO on issues including, but not limited to, policies, rules, regulations, procedures, curriculum and budgets, subject to the constraints of the Act and applicable law and the requirements of the relevant Charter Contract. If TFS-LA chooses to adopt one or more policies; rules, regulations, procedures, curricula and/or budgets other than that recommended by TFS-CO and TFS-CO believes such adoption to be contrary to the best interest of the Charter Schools or contrary to the

maintenance of the high quality standards for the Charter Schools set forth in the IP License Agreement dated as of \_\_\_\_\_ ("**IP License Agreement**"), and material to TFS-CO's management or operations of the Charter Schools, then TFS-CO may so notify TFS-LA in writing of the basis for such position, and request TFS-LA to reconsider the particular policy, rule, regulation, procedure, curriculum and/or budget item. If after such a request TFS-LA determines to affirm its prior decision, and TFS-CO determines TFS-LA's alternative is not a viable alternative for the Charter Schools' ongoing programs and operational objectives, then TFS-CO may, in its sole discretion, terminate this Agreement upon sixty (60) days prior written notice to TFS-LA.

3.2 **Facilities.** TFS-LA is responsible for the lease or acquisition of facilities for the Charter School and will cooperate and work with TFS-CO in good faith to provide such facilities and all materials as well as all equipment and supplies that are necessary and appropriate to provide an adequate learning environment for its students and that comply with all of the requirements of the Charter Contract and applicable law.

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

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

3.5 **Charter Contract.** The Parties shall not act, or fail to act, in any manner that may result in a breach of any Charter Contract or applicable law.

3.6 **Evaluation of TFS-CO.** At its sole option and expense, TFS-LA may conduct an annual review of the performance of TFS-CO in terms of TFS-CO's compliance with the terms of this Agreement and applicable requirements of the Charter Authorizer(s). If such an annual review is conducted, TFS-CO will be evaluated against a set of metrics to be mutually agreed upon by TFS-LA and TFS-CO, subject to change annually as desired and agreed to by both parties. Should TFS-CO fail to meet the agreed to and required metrics for two (2) consecutive years, TFS-CO shall prepare and present a corrective action plan to TFS-LA and if it fails to meet the agreed to metrics and corrective action plan after the third consecutive year, TFS-LA shall have the option to terminate this agreement immediately and find a new educational services provider, or place TFS-CO on a probationary term for one additional year. If TFS-CO fails to meet the required metrics for a fourth consecutive year, this Agreement may be terminated at the sole discretion of TFS-LA.

3.7 **Place of Performance.** The Parties may, by separate agreement, work together in good faith to provide for reasonable and necessary office and administrative space to

perform the Services. Except as prohibited by the Charter Contract, the Act or other applicable law, TFS-CO reserves the right to perform a portion of the Services off-site at other locations and outside the State of Louisiana.

3.8 Charter School Budget. TFS-LA is responsible for adopting an annual Charter School budget or budgets for each fiscal year for each Charter School in a timely manner and as required by applicable law (each, or collectively, the "**Annual Budget**") that has adequate resources to fulfill its obligations under the Charter Contract and this Agreement and in order to sustain the high quality standards set forth in the TM Agreement including, but not limited to, its oversight of TFS-CO, operations and activities of the Charter Schools, payment for the Services, equipment, insurance, annual financial audits and other expenses, and, with respect to revenues, including equalization payments and Minimum Foundation Program funding, federal funding (if any), local funding, grants, donations, contributions, operational and activities revenues and all other revenues (collectively, the "**Revenues**").

To that end, and subject to any requirements of a particular Charter Contract, or the applicable requirements of a governmental authority, each fiscal year, the Board will adopt a provisional budget for each Charter School pending adoption and approval of an Annual Budget by the governing body of each such Charter School as and when required by applicable law. The Board shall then review and modify, if necessary, and then ratify and approve such budget or budgets within sixty (60) days after the governing body of each Charter School has adopted such Annual Budget. In addition, TFS-LA is responsible for approving revisions and amendments to such Annual Budget to reflect necessary deviations from the adopted Annual Budget.

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

#### 4. Responsibilities of TFS-CO.

##### 4.1 Services.

4.1.1 TFS-CO shall, subject to TFS-LA's authority, manage, administer, oversee and supervise all the operations and activities of the Charter Schools and shall provide TFS-LA with the "**School Management Services**," (the "**Services**") as expressly delineated and defined on Exhibit "B" hereto and incorporated herein by this reference.

4.1.2 TFS-CO acknowledges that in entering into this Agreement, TFS LA is relying on TFS-CO's expertise, skill and professional competence in the areas of both educational and management support services of charter schools. TFS-CO shall provide the Services to TFS-LA in a competent and efficient manner in accordance with the standard of high performance within the public education system in Louisiana. TFS-CO agrees that any contractors, faculty, or staff provided by TFS-CO will be skilled and trained in the relevant

professional discipline for the Services and compliant with all State of Louisiana and federal requirements.

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

4.3 Contracting. Except as expressly prohibited by the Charter Contract, the Act or other applicable law, TFS-CO may contract or subcontract all or any part of the Services required by this Agreement, delegating the performance of, but not the responsibility for, any duties and obligations of TFS-CO hereunder to a qualified independent contractor, expert or professional advisor. The costs or expenses of such contracts or subcontracts may be treated as a "Pass-Through Expense" or a "Direct Payment" to the extent permitted by the Charter Contract, the Act or applicable law, if the expenses are within the "Category Cap" or otherwise approved by TFS-LA through a budget amendment. TFS-CO will be responsible for any breach of this Agreement by its subcontractors or failure of its subcontractors to comply with the Act, Charter Contract or any applicable law.

4.4 Furnish Information. TFS-CO is responsible for timely providing TFS-LA with all of the information that may be necessary: (i) to fulfill TFS-LA's reporting requirements under the Charter Contract; (ii) for the applicable Charter Authorizer, Caddo Parish School Board, or State or Federal agency's oversight of Charter School operations or TFS-LA; and (iii) to comply with the Charter Contract and/or applicable law, including the Internal Revenue Code.

Additionally, TFS-LA may require, upon reasonable notice, TFS-CO to attend meetings of the Board of Directors to provide reports on operations at the Charter School, updates on materials or other matters related to the Services. Upon termination of this Agreement, TFS-CO shall cooperate in good faith with TFS-LA in transitioning all records and materials for continued operation of the Charter School to TFS-LA's designated provider, excluding any intellectual property of TFS-CO or matters subject to the TM Agreement.

4.5 Acquisitions. If TFS-CO makes or directs any personal property acquisitions using TFS-LA funds, which shall not include any fee or reimbursement paid to TFS CO by TFS-LA, for movable property, including, without limitation, instructional materials, equipment, supplies, furniture, computers or other assets, the property shall be owned by and

remain the property of TFS-LA. TFS-CO shall not add any administrative charges or fees to the cost of such acquisitions in excess of the fees and charges specified herein. All property or assets acquired by TFS-CO with its own funds shall be owned by and remain the property of TFS-CO. TFS-CO shall maintain records sufficient to establish the ownership of such assets acquired by TFS-CO with its own funds and those, if any, acquired by TFS-LA with its funds.

4.6 Communication and Notice. TFS-CO agrees to communicate with the Board and timely notify the Board of any anticipated or known: (i) material health or safety issues; (ii) labor, employee or funding problems; and (iii) problems of any other type that could adversely affect the Board or TFS-LA or the Charter Contract(s).

4.7 TFS-CO Offices. Although TFS-CO may maintain other offices at other locations, subject to Section 3.7, TFS-CO may maintain an office at the Charter School for management and administrative services at such Charter School, as TFS-CO determines necessary or appropriate.

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

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

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

- a. Not allow more than an insubstantial part of its activities to be:
  - (i) The carrying on of propaganda or otherwise attempting to influence legislation by contacting, or urging any person to contact, any member or members of a legislative body for the purpose of proposing, supporting, or opposing legislation, or some combination thereof; or
  - (ii) Advocating or campaigning for the adoption or rejection of legislation;
- b. Not participate or intervene, directly or indirectly (including the publication or distribution of written or printed statements or the making of oral statements), in any political campaign on behalf of or in opposition to any individual who offered himself or herself, or was

proposed by others as a contestant for an elective public office (whether such office was national, state, or local);

- c. Not allow any part of TFS-CO's net income to inure to the benefit of any private shareholder or individual; and
- d. Timely file or cause to be filed all materials, returns, reports and other documents which are required to be filed with the IRS.

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

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

4.9.3 Notification to the School. TFS-CO will notify TFS-LA within three (3) business days if TFS-CO receives a notice or communication from the IRS indicating that TFS-CO's 501(c)(3) status is under review or that the IRS has revoked, or proposed revocation of, TFS-CO's 501(c)(3) status. In addition, TFS-CO will timely notify the School (i) if TFS-CO determines that any activities that TFS-CO is required to perform under this Agreement are activities that constitute an "unrelated trade or business" as defined in Section 513 of the Code and (ii) of any changes in its organizational documents or method of operations to the extent that TFS-LA does not already have knowledge of such changes.

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

## 5. Representations and Warranties.

5.1 TFS-LA's Representations and Warranties. TFS-LA hereby represents and warrants to TFS-CO that:

5.1.1 it is duly organized and existing as a Louisiana nonprofit corporation and an educational institution or organization established under the Act and is in good standing under the laws of Louisiana; it will maintain, extend and renew its corporate existence under the laws of Louisiana, and it will not do, suffer or permit any act or thing to be done whereby its right to transact its functions might or could be terminated, its activities restricted or its nonprofit 501(c)(3) status rescinded;

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

5.1.3 the execution, delivery, and performance of this Agreement will not conflict with or constitute a breach of or default by TFS-LA under any other instrument or agreement to which TFS-LA is a party or by which its property is bound and will not constitute a violation of any order, rule, or regulation of any court or governmental agency having jurisdiction over TFS-LA;

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

5.1.5 prior to the Board's approval and TFS-LA's execution and delivery of this Agreement, each member of the Board of Directors and TFS-LA's legal counsel were given ample opportunity to review and discuss this Agreement.

5.2 TFS-CO's Representations and Warranties. TFS-CO hereby represents and warrants to TFS-LA that:

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

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

5.2.3 the execution, delivery, and performance of this Agreement will not conflict with or constitute a breach of or default by TFS-CO under any other instrument or agreement to which TFS-CO is a party or by which its property is bound and will not constitute a violation of any order, rule, or regulation of any court or governmental agency having jurisdiction over TFS-CO;

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

5.2.5 Prior to TFS-CO's execution and delivery of this Agreement, TFS CO and its legal counsel were given ample opportunity to review and discuss this Agreement.

5.3 Disclaimer of Warranty. TFS-CO makes no expressed or implied warranties as to any matter whatsoever with regard to any equipment, materials or supplies

purchased on behalf of or for use at TFS-LA including, without limitation, the condition of any such item, its merchantability or fitness for any particular purpose. No defect or unfitness of any equipment, materials or supplies shall relieve TFS-LA of its obligations to pay for use of the item or of any other obligation under this Agreement.

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

6. Compensation: Fee.

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

"**Funding Date**" means, with respect to a New School, the date from which the charter authorizer for such School authorizes governmental funding for educational services.

"**New School**" or "**School**" means any charter school for which TFS-LA desires to engage TFS-CO to provide, and TFS-CO is willing to provide, School Management Support Services.

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

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

6.4 Fee Percentage. For each School, the applicable Fee Percentage shall not exceed 10 percent (10%) of total annual revenues received by the School as a Base Allocation, exclusive of federal funds and philanthropy.

6.5 Payment of Fee. For each Charter School, TFS-LA shall pay TFS-CO's Fee for the Services upon completion of the total student counts once certified in October and February of each academic year.

6.6 Invoices: Late Fees. TFS-CO shall submit invoices by the 12th day of each billing month or by such earlier or later date as the independent certified public accountant engaged by TFS-LA pursuant to Section 7.2 determines to be appropriate. All invoiced amounts (other than the Fee) shall be due and payable within five (5) business days or otherwise as specified in the applicable TFS-CO invoice. If TFS-LA fails to pay an undisputed invoice in full within ten (10) days after the invoice due date, interest shall accrue on the outstanding balance at



a rate of 1.5 percent per month. Without affecting its right to terminate this Agreement under Section 15.1.1, TFS-CO reserves the right to cease providing the Services if TFS-LA's account remains past due for more than thirty (30) days until such time as TFS-LA's account is brought current.

6.7 Reasonable Compensation. The Parties agree that based on a comparison of support services to be performed and other management organizations available and reported fees, that the Fee described above is fair, reasonable and not excessive. If and to the extent required by law, TFS-CO shall select and engage a qualified specialist to determine whether the Fee under this Agreement is reasonable compensation for the Services. If the qualified specialist determines that the Fee is not reasonable compensation for the Services, the Parties shall negotiate in good faith an adjustment to the Fee that constitutes reasonable compensation for the Services, as confirmed by such qualified specialist. Any Fee paid under this Agreement determined not to be reasonable compensation by the qualified specialist shall be reimbursed by TFS-CO within thirty (30) days of such determination, and any amount not reimbursed, together with 1.5 percent per month from the date of disbursement until reimbursement, in that time period may be withheld by TFS-LA from TFS-CO's future Fee or other payments until the amount owed to TFS-LA has been recovered. The costs of the qualified specialist's work shall be paid for by TFS-CO and reimbursed by TFS-LA if the Fee is found to be reasonable compensation.

## 7. Financial Obligations.

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

7.2 Expenses. TFS-LA shall also be responsible for all expenses of TFS-LA (other than expenses that are included in the Fee, as set forth in Exhibit "B") and TFS-CO shall have no obligation to pay such expenses from its own funds. TFS-CO may incur and pay "**Pass-Through Expenses**" and "**Direct Payments**", in accordance with this Section 7.2.

7.2.1 Without limiting the foregoing, in addition to TFS-CO's Fee, TFS LA shall make Direct Payments or permit Pass-Through Expenses, for all costs and expenses incurred for, without limitation: (i) salaries, wages, benefits and workers' compensation insurance premiums for faculty and staff; (ii) required payroll taxes, withholdings and other amounts due with regard to payroll; (iii) all debt service, including, without limitation, any bond finance debt; (iv) educational services and materials and any other expense that is not included in TFS-CO's Fee that is necessary for the operation of the Schools in accordance with the high quality standards set forth in the TM Agreement and is within the approved budget levels.

7.2.2 For those expenses that are payable directly by TFS-LA, TFS-LA may, consistent with authority granted by the Board, authorize and establish a TFS-LA account for which appropriate TFS-CO representatives are permitted signers on the account and shall fund such an account on a quarterly basis with sufficient funds to permit TFS-CO to make Direct Payments for TFS-LA's legitimate and ordinary operating expenses, such as utility bills and office supplies.

7.3 Deposits: Banking. TFS-CO and TFS-LA shall mutually agree on and select depository institutions and accounts for all Revenues received by TFS-LA; and all Revenues received by TFS-LA shall be deposited in such accounts. All interest and investment earnings on TFS-LA's deposits shall accrue to TFS-LA. The signatories on such accounts shall be designated by the Board but may include representatives of TFS-CO with limits of authority to be set by TFS-LA and as required by applicable law. The depository institutions selected, shall be, to the extent possible, institutions with branches convenient to both TFS-CO and TFS LA to facilitate its Services under this Agreement

7.4 Account Management and Expenditures. TFS-CO shall supervise, manage, disburse and account for all Revenues consistent with the Annual Budget, the Act, this Agreement, the Charter Contract, Louisiana Department of Education and the Louisiana Board of Elementary and Secondary Education policy, local Authorizer policy, Board resolutions and applicable law. Revenues shall be used to pay for the fees or expenses associated with TFS LA's operation. TFS-CO shall provide the Board regular, accurate and complete documentation for dispersed fees and expenses reviewed by the Board. The Board retains the authority to disapprove expenditures not within the Approved Budget nor otherwise approved or ratified by the Board.

TFS-CO shall not make any disbursements of TFS-LA Revenues in excess of authorized limits, the Annual Budget or approved expenditures without the prior authorization of the Board. To the extent such expenditures are made by TFS-CO and disapproved by the Board, TFS-CO shall promptly and fully reimburse the unauthorized expenditures from its own funds and pay to TFS-LA interest on such unauthorized expenditure or portion thereof at the rate of 1.5 percent per month from the date of disbursement until repayment.

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

7.6 Quarterly Management Report. TFS-CO is responsible for implementing reasonable information and reporting systems for TFS-LA that will enable TFS-LA to monitor key areas of business, legal and regulatory compliance and risk in its Charter School. TFS-CO will prepare a verbal management report for presentation at each Board meeting. The report will address academic performance, student enrollment, teaching resources, legal and regulatory compliance, organizational structure and risk management, providing an overview of what has

occurred in each of these areas since the last management report, including any items of concern, improvement or changes in noted items of concern from prior reports, areas needing additional attention or resources from TFS-LA, steps TFS-CO has taken to control or mitigate any areas of concern, and other detail material or relevant to the Services and TFS-LA's operations of the Charter School. The Board will be given the opportunity to review and discuss the report with knowledgeable TFS-CO personnel at a Board meeting and to request additional information and follow up, as deemed necessary.

7.7 Marketing Costs and other Expenses. Marketing and development costs, and other expenses, including office expenses and personnel expenses, paid by or charged to TFS-LA shall be limited to those costs or expenses specific to TFS-LA and the Services, and shall not include any costs or expenses for TFS-CO.

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

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

## 8. Staffing.

8.1 Charter School Staff. TFS-CO is responsible for hiring, managing, retaining and discharging (as deemed appropriate) all the faculty, personnel, contractors, professionals, staff and administrators, whether independent contractors to or employees of TFS CO, of the Charter School in conformance with applicable law and the Charter Contract ("**Charter School Staff**"). However, all Charter School Staff shall be employees or contractors of TFS-LA.

8.2 New Schools Development Staff. [Intentionally deleted and reserved for future potential amendment].

8.3. Other Personnel. TFS-CO may from time to time recommend assignment to TFS-LA of a person(s) TFS-CO deems advisable to perform some Services for TFS-LA in relation to TFS-LA 's corporate and Charter School operations. Any such person who is not a Charter School Staff, whether independent contractors to or employees of TFS-CO, assigned to TFS-LA by TFS-CO, or for whom TFS-CO wishes to be reimbursed by TFS-LA ("**Other Personnel**"), must be pre-approved by TFS-LA, including the total compensation to be paid to such person, prior to assignment by TFS-CO, or no reimbursement will be provided. All of the Other Personnel shall be employees or contractors of TFS-LA.

8.4 Compliance: Background Checks: Policies. TFS-CO will conduct initial and updated criminal background checks through the Louisiana Bureau of Criminal

Identification and Information prior to employment of all Charter School Staff or Other Personnel who within the scope of their work will have direct, supervisory or disciplinary authority over students at any Charter School within the scope of their work and/or will handle money, including any such checks that are required by applicable law, including, but not limited to, La R.S. 15:587.1. TFS-CO is responsible for developing, implementing and administering (i) payroll policies and procedures; (ii) personnel policies and procedures; and (iii) welfare and benefit plans, for all employees or others entitled to be covered by such policies and plans, and those who are assigned to TFS-LA by TFS-CO.

#### 8.5 Compensation of Charter School Staff and Other Personnel

8.5.1 All Payroll Costs (as defined below) of the Charter School Staff and Other Personnel, whether full-time or part-time, shall be paid by TFS-LA.

8.5.2 **"Payroll Costs"** means, subject to the terms of 7.2 total expense of all such Charter School Staffs or Other Personnel's payments, wages, salaries, benefits, workers' compensation insurance premiums, payroll taxes, unemployment insurance, or other payroll costs (not deducted from gross pay), as applicable to the individual in issue.

8.5.3 TFS-CO acknowledges that TFS-LA, as an organization recognized as tax-exempt under Internal Revenue Code Section 501(c)(3), is prohibited from engaging in private benefit or private inurement (as those terms have been interpreted and defined by the Internal Revenue Code, Treasury Regulations, the IRS and/or courts), which includes a requirement for payment of only reasonable compensation for services rendered, and TFS-CO agrees that TFS-LA shall only be responsible for reimbursement of Payroll Costs that are reasonable compensation for the services rendered.

Upon request, but no more frequently than annually, TFS-CO shall provide TFS-LA with a confidential list of employees and the Payroll Costs paid by TFS-CO for which TFS-CO has been, or is requesting to be, reimbursed by TFS-LA for the Services rendered by the Charter School Staff or Other Personnel. TFS-CO shall provide to TFS-LA upon request the basis for compensation for persons identified in the list. TFS-LA reserves the right, at its sole cost and expense, to audit the Payroll Costs, including engaging a qualified specialist to determine the reasonableness of the Payroll Costs.

8.5.4 TFS-LA shall promptly notify TFS-CO if TFS-LA receives a notice of assessment of, or if TFS-LA is determined by any governmental authority to owe, any federal or State excise, unemployment, withholding, income or social security taxes (any or all of the foregoing, **"Taxes"**) with respect to Payroll Costs for which TFS-LA previously reimbursed TFS-CO. TFS-CO will cooperate with TFS-LA in its efforts to obtain information to defend such assessment or determination. TFS-CO shall promptly take all appropriate action to seek a refund from the appropriate governmental authority(ies) of any such previously reimbursed Taxes it had paid for a similar time or period for the same employees or contractors (**"Refund"**). TFS-LA will cooperate with TFS-CO in TFS-CO's efforts to seek a Refund. TFS-CO will promptly remit any Refund to TFS-LA. Additionally, if TFS-LA can demonstrate that such Taxes were the result of TFS-CO's actions or failure to act, TFS-CO will also reimburse TFS LA for any penalties, interest or similar charges due on such Taxes and paid by TFS-LA.

9. **Insurance.**

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

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

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

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

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

11. **Intellectual Property Rights.**

11.1 TFS-CO's Materials. In connection with the Services, TFS-CO may furnish TFS-LA with curriculum, testing, analysis, reports, programs, procedures or other information or materials (collectively, "**Materials**") that have been or will be authored, originated, discovered and invented by or for TFS-CO and of which TFS-CO is deemed to be the author and originator.

The Parties agree that TFS-CO shall have and retain all rights, title and interest in and to TFS-CO's Materials that (i) are created on or after October 1, 2024, or (ii) were created prior to October 1, 2024 if and to the extent such Materials were authored, originated, discovered

or invented outside the scope of TFS-LA's operations; and TFS-CO shall have all rights to sell, assign or otherwise transfer any right, title or interest in such TFS-CO's Materials and all rights to apply for, register, obtain and own any and all copyrights, trademarks, service marks, trade names, patents and/or other exclusive or proprietary registrations or forms of ownership. TFS CO retains the right to sell any of TFS-CO's Materials, even if TFS-CO's Materials are derivatives, or incorporate any, of TFS-LA's Materials.

In the event TFS-LA is held, for any reason, to have any right, title or interest in and to any of TFS-CO's Materials, regardless of the media and whether or not copyrighted or copyrightable, trademarked or registerable, patented or patentable, TFS-LA hereby unconditionally and irrevocably transfers and assigns such right, title and interest in and to TFS CO as an essential part of the consideration for this Agreement. TFS-LA further agrees that it shall, within five (5) days after receipt of a written request from TFS-CO, execute a written instrument for the purpose of waiving its rights, if any, to attribution for any of TFS-CO's Materials under Section 106A(a) of The Copyright Act of 1976 (17 U.S.C. Sec. 101, 1976) or any succeeding law.

12. **Trademarks.** The Parties' respective rights to use Third Future Schools' marks are set forth in, and governed by, the attached IP Licensing Agreement.

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

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

13.1.1 If, at any time, TFS-LA determines that this Agreement would serve as grounds for revocation of a Charter Contract, would jeopardize its tax-exempt status as a Section 501(c)(3) tax-exempt organization, would jeopardize the tax-exempt status of any debt issued for the benefit of TFS-LA, would create adverse tax consequences for TFS-LA, or would cause TFS-LA to be in violation of applicable law, TFS-LA may terminate this Agreement in accordance with this Section 13. TFS-LA shall give TFS-CO at least ninety (90) days' notice of its intent to terminate the Agreement pursuant to this Section 13. In addition, TFS-LA shall provide TFS-CO with an analysis as to why such action is necessary. If requested by TFS-CO, TFS-LA shall meet and confer with TFS-CO to determine whether some other course of action could be taken which might satisfy TFS-LA's concerns and the parties shall work together in good faith to resolve or satisfy any such concerns before a termination is pursued; or

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

13.2 **Non-Appropriation Clause.** Without further notice and without further liability to either Party, this Agreement, with respect to any individual and specific charter contract, shall terminate if:

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

13.2.2 TFS-LA's Charter Contract is revoked or not renewed, or is voluntarily surrendered or surrendered after receiving a Notice of Intent to Revoke Charter or Notice of Intent to Non-Renew, by or from the charter authorizing jurisdiction. In such an event, the obligations of the Parties with respect to the affected School shall terminate on the date the Charter Contract expires or on the date of revocation, non-renewal, or surrender, as applicable; or

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

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

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

13.5 If, at any time, TFS-LA breaches the IP License Agreement and/or the Copyright License Agreement between TFS-CO and TFS-LA and fails to remedy such breach(es) in accordance with the terms of the IP License Agreement and/or the Copyright License Agreement, TFS-CO may immediately terminate this Management Services Agreement.

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

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

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

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

14.2.2 Notice of the demand for arbitration shall be given in writing to the other Party in the manner provided for notice by Section 16.9. The demand for arbitration shall be made within a reasonable time after the Dispute has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations. Unless otherwise agreed in writing by the Parties, either the Parties or their legal counsel shall, within thirty (30) days following notification of the arbitration, mutually agree upon, qualify and select an arbitrator.

In the event the Parties cannot mutually agree on one arbitrator, an arbitration panel, composed of three (3) arbitrators, shall be selected in the following manner: each of the Parties, or their respective legal counsel, as the case may be, shall, within forty (40) days after one Party notifies the other of his, her or its intent to arbitrate a Dispute, each select an arbitrator and the two (2) arbitrators shall, within fifteen (15) days following notification of their selection, select a third arbitrator.

In the event either Party fails to timely select an arbitrator, the arbitrator selected by the other Party shall be the sole arbitrator and shall hear the Dispute. In the event each Party selects an arbitrator, and the selected arbitrators cannot decide upon a third arbitrator for the panel, the Parties shall each select a new arbitrator and the two (2) new arbitrators shall, within fifteen (15) days following notification of their selection select a third arbitrator. This process shall be repeated until a panel of three (3) arbitrators is constituted. To qualify to arbitrate any Dispute under this Section 14, the arbitrator must be a licensed attorney in the jurisdiction wherein the proceedings occur, must have practiced law in such jurisdiction for a minimum of ten (10) years and must have a minimum of five (5) years' experience in the area of the law primarily implicated by the Dispute.

If the Parties cannot agree on the "primary" area of law implicated, they shall select arbitrators with a minimum of five (5) years' experience in business and contract law. Once qualified and notified of his or her selection, the arbitrator (or arbitration panel, as applicable) shall hear the Dispute within sixty (60) days and render a written legal opinion and decision, specifying the factual and legal basis for the decision, within twenty (20) days thereafter (or as soon thereafter as is practicable and justified under the circumstances). In the



In the case of an arbitration panel, the opinion of the majority of the arbitrators shall be adopted as the panel's opinion.

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

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

14.3 Litigation. If the parties do not mutually agree, in writing, to submit the Dispute to binding arbitration, either party may bring suit following the arbitration process described above as allowed and contemplated under Section 16.11 .

## 15. Default; Remedies.

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

15.1.1 The failure by TFS-LA to make any payment of the Fee or to reimburse any cost or expenses as and when due, where such failure continues for a period of 5 calendar days following notice thereof to TFS-LA by or on behalf of TFS-CO;

15.1.2 Failure of TFS-CO to perform any of its obligations under Section 4.9 of this Agreement;

15.1.3 The failure by either Party to observe, comply with or perform any obligation under this Agreement, other than those described in Section 15.1.1, where such

Default continues for a period of 60 days after written notice thereof by or on behalf of the non defaulting Party to the defaulting Party; provided, however, that if the nature of the Default is such that more than sixty (60) days are reasonably required for its cure, then it shall not be deemed to be a Default of this Agreement if the defaulting Party commences such cure within said sixty (60)-day period and thereafter diligently prosecutes such cure to completion;

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

15.1.5 Any action by TFS-LA to remove or otherwise limit the authority or role of TFS-CO under TFS-LA's articles of incorporation or bylaws; or

15.1.6 The failure of TFS-LA to timely pay any of its obligations associated with the construction, acquisition, equipment or renovation of any facilities whether directly financed or leased,

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

## 16. General Provisions.

16.1 Incorporation of Recitals. Recitals "A" through "D" on page 1 above are acknowledged by the Parties to be true and correct and are incorporated herein as a material part of this Agreement.

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

16.2.1 Student Data Privacy: Personally Identifiable Information

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

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

- (i) TFS-CO agrees to protect and maintain the security of data with protecting

security measures that include maintaining secure environments that are pathed and up to date with all appropriate security updates as designated by a relevant authority.

(ii) TFS-CO agrees that any PII will be stored, processed, and maintained solely on designated servers and that no such data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the TFS-CO designated backup and recovery processes. All servers, storage, backups and network paths utilized in the delivery of the Services shall be the states, districts, and territories of the United States.

(iii) TFS-CO agrees to implement various forms of authentication to establish the identity of the requester of the information with a level of certainty that is commensurate with the sensitivity of the data.

(iv) TFS-CO agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in this Agreement.

(v) TFS-CO agrees that, as required by applicable state and federal law, auditors from state, federal or other agencies so designated by TFS-LA, shall have the option to audit the outsourced service. Records pertaining to the service shall be made available to auditors and TFS-LA during normal working hours for this purpose.

(vi) TFS-CO agrees to comply with the Database Breach Notification Law (Act 499) and all applicable laws that require the notification of individuals in the event of unauthorized release of PII or other events requiring notification. Further, TFS-CO agrees to notify TFS-LA immediately and assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend TFS-LA from and against any claims or damages related to a Notification Event.

(vii) TFS-CO agrees that upon termination of this Agreement, it shall return all data to TFS-LA in a useable electronic form, and erase, destroy, and render unreadable all data TFS-CO may have, and certify in writing that these actions have been completed within thirty (30) days of the termination of this Agreement or within seven (7) days of the request of TFS-LA, whichever shall come first.

(viii) TFS-CO agrees that unauthorized disclosure of such information may irreparably damage TFS-LA, such that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure of use of any protected information shall give TFS-LA the right to seek injunctive relief to restrain the disclosure, in addition to any other remedy. TFS-CO hereby waives the posting of a bond with respect to any action for injunctive relief. TFS-CO also grants TFS-LA the right, but not the obligation, to enforce these provisions in TFS-CO's name.

(ix) TFS-CO must establish and implement a clear data breach response plan outlining organizational policies and procedures for addressing a potential breach.

- (x) TFS-CO agrees that the confidentiality obligations contained herein shall survive termination of this Agreement for a period of fifteen (15) years or for so long as the information remains confidential, whichever is longer.

16.4 No Delegation of Authority. Nothing in this Agreement shall be construed as: (i) delegating to TFS-CO any of the powers or authority of TFS-LA which are not subject to delegation under the Act or other applicable law; or (ii) interfering with TFS-LA's duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of TFS LA's charter school. Furthermore, notwithstanding any contrary provision contained herein, no provision of this Agreement shall be construed to prohibit TFS-LA from acting as an independent, corporate governing body.

16.5 Statutory Requirements. TFS-CO acknowledges that TFS-LA must comply with all the financial requirements for its charter schools under applicable State law. In addition to the financial obligations set forth in Section 7, TFS-CO agrees to provide such details and documentation related to TFS-CO's Initial-Year Fee, TFS-CO's Annual Fee and the Services as are reasonably necessary for TFS-LA to meet its accounting and reporting obligations. In addition to the rights set forth in Section 7, upon reasonable, written notice, TFS LA and its designees shall have the right to review and audit TFS-CO's books and records as they relate to this Agreement, including the right to make copies.

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

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

16.8 TFS-CO's Business Costs. All expenses or obligations incurred by TFS CO in the operation of its business and its performance of duties hereunder including, without limitation, TFS-CO's business overhead expenses, shall be borne by TFS-CO and TFS-LA shall have no obligation or liability for any fees, expenses or losses incurred by TFS-CO except as required by Section 6.5 of this Agreement.

16.9 Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed received upon personal delivery (by hand delivery or courier), five (5) days after being sent by registered or certified United States mail, return receipt

requested, postage fully prepaid, or one day after being sent by a reputable, overnight express mail service, addressed to the respective Party at its address as set forth above, or to such other address as each Party shall, from time to time, specify in the manner provided herein.

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

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

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

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

16.14 Survival. The provisions of Sections 1.3.4. 4.4, 5. 10. 11. 12 14 16.2, 16.17, 16.18, 16.22 and 16.24 shall survive the expiration or termination of this Agreement.

16.15 Waivers. No waiver of any term covenant or condition hereof shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent violation of the same or any other term, covenant or condition hereof. A Party's consent to or approval of any act of the other Party shall not be deemed to render unnecessary the obtaining of the applicable Party's consent to, or approval of, any subsequent or similar act by the other Party, or be construed as the basis of an estoppel to enforce the provision or provisions of this Agreement requiring such consent.

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

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

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

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

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

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

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

16.23 Representative Signatures. Any individual signing in a representative capacity hereby represents and warrants that he or she is duly authorized to execute and deliver this Agreement and has full authority and power to bind his principal to this Agreement. Each Party shall, upon the execution of this Agreement, deliver to the other Party documents evidencing such authority.

16.24 No Disparagement. During the term of this Agreement and for a period of two (2) years thereafter, each Party agrees that neither it, nor its directors, officers, employees or

agents, shall defame or disparage the other Party, nor any of the other Party's directors, officers, employees or agents, to any third Party.

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

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first written above.

Third Future Schools, a Colorado Corporation

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Zach Craddock, Superintendent

Third Future Schools-Louisiana, a Louisiana nonprofit Corporation

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William Bradford, Board President



**EXHIBIT A AUTOMATIC  
RENEWAL PROVISION**

Unless the Management Support Services Contract is terminated by either party pursuant to any of the clauses contained therein, it shall automatically renew in the event that any Louisiana charter school authorizer, including but not limited to Caddo Parish School Board, renews any charter school contract with Third Future Schools-Louisiana, Inc. The renewal term of the Management Support Services Contract shall run concurrently with the term of each respective renewed charter school contract.

## EXHIBIT B

### SCHOOL MANAGEMENT SERVICES

TFS-CO shall provide the following 3 categories of support services for the Charter School. Except as expressly noted in the list of representative services below, expenses related to these services (including payroll expenses of site management employed by TFS-CO) shall be paid by TFS-CO from TFS-CO's Fee. This Exhibit B may be amended unilaterally (for clarification purposes only) by TFS-CO in writing from time to time as reasonably determined necessary in order to facilitate or more accurately describe its services under the Agreement.

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

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

**"Accounts Payable Services"** means TFS-CO's management and supervision of all accounts payable and the New School's bank accounts, including the direct payment of the School's bills and expenses by TFS-CO on behalf of the School from the School's bank accounts, and management and supervision of the School's bond reserve accounts.

#### **Management Services**

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

1. a Principal and an Assistant Principal;

Site Management also includes:

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

#### Technology and IT Services:

1. Designing overall technology and IT system and strategy;
2. Assuring alignment of technology purchases with technology strategy;
3. Providing staff training on the technology and IT systems;

4. Designing overall data collection system; selecting and/or creating database systems; assuring compatibility and security of systems;
5. Managing IT staff at all school sites; and
6. Conducting research on future growth of technology and IT services and equipment and implementing changes and improvements.

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

Public Relations:

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

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

Development:

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

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

Other:

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

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

### **Operational Services**

#### **Enrollment and Enrollment Maintenance:**

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

### SIS - Student Information System

1. Contracting with database-system providers, updating and solving database problems.

Costs and expenses relating to contracting for database systems are not included in TFS-CO's Fee.

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

### Curriculum:

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

Costs and expenses related to external tests for students including, but not limited to, PSAT, SAT, AP Exams, and the costs of external training related to these exams, are not included in TFS-CO's Fee.

### Teachers:

1. Conducting teacher recruiting.

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

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

#### Students:

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

Identifying and providing services to "**Atypical Learners**" (i.e., students that demonstrate atypical learning behavior: a faster or slower pace of learning than the average moderate learning student);

Identifying and providing educational services to students with special needs and exceptionalities, in compliance with federal and State laws and regulations, including State-required reporting.

2. Finding, contracting and supervising licensed SPED staff at all school sites.
3. Supervising data collection and providing relevant data for State monitoring and SPED audits.

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

#### Accounts Payable Services

##### Accounting

1. Preparing proposed, adopted and adjusted versions of school budgets.
2. Preparing AFRs for the Charter School.

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

**Unenumerated Services:**

TFS-CO is authorized to provide reimbursable services and incur expenses not specifically enumerated above that TFS-CO believes are required to execute TFS-CO's responsibly to manage, oversee and supervise all the operations and activities of the Charter School so long as the costs incurred for such services do not exceed ten percent (10%) of the authorized budget level for the appropriate category of expense ("**Category Cap**") or any higher cap set by the Parties. Within thirty (30) days of incurring expenses under this provision in the aggregate amount of the Category Cap or any higher cap set by TFS-LA, TFS-CO will notify the Chairperson of the TFS-LA Board of Directors concerning the details of such expenses.

## INTELLECTUAL PROPERTY LICENSE AGREEMENT

This INTELLECTUAL PROPERTY ("IP") LICENSE AGREEMENT (the "**Agreement**") is entered into as of this 1<sup>st</sup> day of July, 2024 ("**Effective Date**"), by and between Third Future Schools, a Colorado non-profit corporation ("**Licensor**") authorized to conduct business in Louisiana, and Third Future Schools-Louisiana North, Inc., a Louisiana non-profit corporation ("**Licensee**") authorized to operate a public charter school ("Fair Park") in Caddo Parish, Louisiana. Each of Licensor and Licensee are sometimes referred to hereinafter as a "Party" and collectively, as the "Parties."

### RECITALS

Whereas Licensor owns copyrighted educational, curriculum and related materials identified on Schedule A ("**Copyrighted Curriculum Materials**");

Whereas Licensor (or its affiliate or subsidiary) and Licensee have entered into that certain Management Services Agreement ("**Service Agreement**") of even date; and

Whereas Licensee desires the right to use the Copyrighted Curriculum Materials, and all other trademarks, trade dress, and other IP in connection with and for the benefit of certain educational activities performed by the Licensee's Fair Park school (as defined below).

NOW, THEREFORE, in consideration of the above and the mutual promises herein made, and in consideration of the representations, warranties, covenants, conditions, and agreements herein contained, the Parties hereto agree as follows:

### ARTICLE 1 DEFINITIONS

As used in this Agreement, the following capitalized terms shall have the meanings set forth below:

"Copyrighted Curriculum Materials" means the materials identified on Schedule A.

"Fair Park" means the school identified in the Service Agreement.

"Other IP" means trademarks, trade dress, or service marks currently used by Licensor identified on Schedule B.

### ARTICLE 2 LICENSE GRANT AND RESTRICTIONS

**2.1** Copyright License. As of the Effective Date, and subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a royalty-free, revocable, non-exclusive, non-transferable limited license (the "**License**") to use the Copyrighted Curriculum Materials, and other IP, in and for the benefit of the Fair Park in connection with its educational and administrative activities. Licensee may use the Copyrighted Curriculum Materials, and other IP, for its educational and administrative activities, and such use shall include the distribution, duplication, and display of the foregoing in or for the benefit of the Fair Park, with such distribution, duplication, and display limited to the campus of Fair Park, and to password-protected areas of Fair Park websites.

**2.2** Licensor Ownership. Licensee acknowledges and agrees that:



a. the Copyrighted Curriculum Materials, and other IP, including all right, title, and interest thereto and all goodwill associated therewith, and all applications and registrations thereof, are owned solely by Licensors, and Licensee shall never directly or indirectly contest such ownership or validity thereof;

b. all use of the Copyrighted Curriculum Materials, and other IP, shall inure solely to the benefit of and be on behalf of Licensors;

c. the License granted herein is not intended to be and shall not be construed as an assignment; and, further, that nothing herein confers on Licensee any right, title or interest in the Copyrighted Curriculum Materials, and other IP, other than the limited right to use same in accordance with this Agreement; and

d. Licensors retain the right to use or to license the use of the Copyrighted Curriculum Materials, and other IP, for any reason or to any person.

**2.3 License Restrictions.** Licensors grants no rights other than those expressly granted herein. Without limitation of the foregoing, Licensee agrees that the License shall be subject to the following:

a. Licensee shall not use any Copyrighted Curriculum Materials, and other IP, in whole or in part, in the creation of any new materials, including but not limited to any new or adapted course or curriculum, without written permission by Licensors.

b. Licensee shall not assign, transfer, sublicense or permit any third party the right to use any of the Copyrighted Curriculum Materials, and other IP, in whole or in part, without Licensors' prior written consent;

c. Licensee shall not apply for a copyright in its own name for any of the Copyrighted Curriculum Materials or any other materials which are similar to or that would dilute or tend to dilute the distinctiveness of the Copyrighted Curriculum Materials and other IP;

d. Licensee shall not use any of the Copyrighted Curriculum Materials and other IP in any manner or commit any other act that would jeopardize or impair Licensors' rights in any of the Copyrighted Curriculum Materials and other IP under Louisiana law, or under federal or state copyright law, including but not limited to using the Copyrighted Curriculum Materials and other IP in a manner that may have the effect of invalidating or compromising the validity of any of Licensors' state or federal registrations, or applications for such registration for, any of the Copyrighted Curriculum Materials or other IP;

e. Licensee shall not use the Copyrighted Curriculum Materials and other IP in a manner that may disparage, or harm the goodwill associated with the Copyrighted Curriculum Materials and other IP, or in any manner which implies or indicates a partnership or other relationship between the Parties other than the Parties' relationship as contemplated under this Agreement or any other written agreement between the Parties;

f. Licensee will use reasonable efforts to use the Copyrighted Curriculum Materials and other IP, in material compliance with Licensors' reasonable copyright guidelines that are made applicable to all licensees, which may be developed by Licensors and furnished to Licensee from time to time;

g. Licensee shall not contest the fact that its rights under this Agreement are solely those of a non-exclusive licensee;

h. All presentation, delivery, instruction and/or use of the Copyrighted Curriculum Materials and other IP, shall conform to the highest standards of quality, expectation, policy, and performance as defined by Licensor. Licensee agrees and acknowledges it shall be the sole right of Licensor to employ any and all necessary means to protect, preserve and maintain the highest levels of integrity and professionalism in providing the Copyrighted Curriculum Materials and other IP, to the licensee and its audience;

i. Licensee agrees and acknowledges that no waiver of the right to amend, change, alter, delete, add, remove, or replace any and all of the Copyrighted Curriculum Materials and other IP, is made by Licensor to any one person or entity as the result of this Agreement; and

j. Licensee's foregoing acknowledgements, covenants and admissions shall survive the termination or expiration of this Agreement, including but not limited to termination of this Agreement for Licensee's material breach.

#### 2.4 Future Claims.

a. In the event that (i) there is a claim or demand made against Licensor or Licensee with respect to any Copyrighted Curriculum Materials and other IP, or (ii) there is a determination by a court of competent jurisdiction or by another governing authority that the right to use any of the Copyrighted Curriculum Materials and other IP, is unenforceable, or (iii) Licensor reasonably believes that it may be unable to obtain or maintain right to any or all of the Copyrighted Curriculum Materials and other IP, or (iv) Licensor reasonably believes that the use of any or all of the Copyrighted Curriculum Materials and other IP, could subject Licensor or Licensee to a claim for infringement or any other liability, Licensor must notify Licensee in writing that it is terminating or modifying the right to use the relevant Copyrighted Curriculum Materials and other IP. In the event of such notice of termination or modification, Licensee shall be permitted a reasonable period of time from the notice to stop or modify the use of the Copyrighted Curriculum Materials and other IP, in accordance with the notice, but in no event shall such reasonable time be deemed to exceed thirty (30) days from the date of the notice. Licensee shall be solely responsible and liable for any claim, demand, penalty, or damages arising from its continued use of the Copyrighted Curriculum Materials and other IP, after this period of time, and indemnify Licensor, to the extent permitted by or as otherwise limited by applicable law, for any claim, demand, penalty, or damages arising from its continued use of the Copyrighted Curriculum Materials and other IP, as stated in Article 5.

b. Notwithstanding subsection (a) above, if a court or another governing authority enjoins Licensor from using or licensing the Copyrighted Curriculum Materials and other IP, then upon notice from Licensor, Licensee shall immediately cease (no later than thirty [30] days after receiving written notice of such action) using the Copyrighted Curriculum Materials and other IP. Licensee shall be solely responsible and liable for any claim, demand, penalty, or damages arising from its continued use of the Copyrighted Curriculum Materials and other IP, after such notice, and indemnify Licensor for any claim, demand, penalty, or damages arising from its continued use of the Copyrighted Curriculum Materials and other IP, as stated in Article 5.

#### ARTICLE J QUALITY CONTROL

**3.1 Quality Control.** In addition to any and all provisions of Article 2, and in order to maintain the quality of the educational activities and goodwill associated with the Copyrighted Curriculum Materials and other IP, Licensee agrees to the following provisions.

a. Licensee shall comply in all material respects with all applicable laws relating to the implementation, performance, production, promotion, or distribution of any products or services related to its educational activities;

b. If Licenser determines that Licensee has failed to comply with any of the above provisions, Licenser may notify and require Licensee to undertake the appropriate corrective action that is reasonably necessary to comply with the above provisions. Should Licensee fail or be unable to take such corrective action with respect to a failure to comply with Sections 3.1(a) or 3.1(b) within the thirty (30) day period specified in Article 6, subject to the other provisions thereof, then Licenser may terminate this Agreement as stated in Article 6. Licensee shall use reasonable efforts to take corrective action in a prompt matter.

**3.2 Copyright Enforcement and Prosecution.**

a. If Licensee learns of any third party copyrighted materials which are likely to cause confusion with or to dilute any of the Copyrighted Curriculum Materials and other IP, Licensee shall immediately notify Licenser in writing with all relevant information and details. Licensee's failure to comply with this section, provided the failure is not intentional, shall not constitute grounds for termination of this Agreement.

b. Licenser shall have the right in its sole discretion to decide what, if any, action to take and whether to institute and prosecute any actions or proceedings with respect to the Copyrighted Curriculum Materials and other IP, or any third-party usage of the materials and other IP, described in this Section 3.2(a) above.

c. If Licenser elects to institute an action or proceeding described above, it may do so in its own name alone or may elect to join Licensee as a party of interest. In the event that Licenser elects to join Licensee as a party, Licensee shall not object to such joinder and shall cooperate with Licenser's reasonable demands necessary to protect Licenser's intellectual property. Furthermore, Licenser shall pay any and all costs incurred by Licensee (including, without limitation, Licensee's attorney's fees, and court costs) in connection with such action or proceeding.

d. Any litigation shall be prosecuted solely at the cost and expense of the party initiating same, and all sums recovered, whether by settlement, judgment or otherwise in excess of the amount of reasonable attorney fees and other out-of-pocket expenses, shall be awarded to the party initiating the action in accordance with the above, unless a joint action is pursued in which case the parties shall divide any award based upon the respective costs incurred by the parties.

e. Upon request of the party initiating the litigation, and at its expense, the other party shall furnish all documents and information, execute all papers, testify on all matters, and otherwise cooperate in prosecuting the litigation.

**ARTICLE 4  
DISCLAIMER; LIMITATION ON LIABILITY**

4.1 Disclaimer. THE COPYRIGHTED CURRICULUM MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND LICENSOR EXPRESSLY DISCLAIMS ANY WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE COPYRIGHTED CURRICULUM MATERIALS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

4.2 Limitations On Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY DIRECT OR INDIRECT LOST PROFITS OR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

#### ARTICLES INDEMNIFICATION

5.1 Indemnification by Licensor. Licensor shall, to the extent permitted by law, indemnify, defend, and hold Licensee harmless from any losses, damages, liabilities, settlements, attorney's fees, or costs that may or does arise as a result of any actions, causes of action, demands, claims or proceedings arising from a breach of Licensor's representations in this Agreement, including without limitation its representation that it is the sole owner of Copyrighted Curriculum Materials and other IP, all goodwill associated therewith, and all applications and registrations thereof.

5.2 Indemnification by Licensee. Licensee shall, to the extent permitted by law, indemnify (to the extent permitted by or as otherwise limited by applicable law), defend, and hold Licensor harmless from any losses, damages, liabilities, settlements, attorney's fees, or costs that may or does arise as a result of any actions, causes of action, demands, claims or proceedings arising from or related to its continued use of the Copyrighted Curriculum Materials and other IP, provided that Licensor gives Licensee: (a) prompt written notice of any such actions, claims or proceedings; (b) sole control, subject to Section 5.3 below, of any such actions, claims or proceedings, provided that Licensee agrees and acknowledges that the action, claim or proceeding is fully covered by Licensee's indemnification obligations herein; and (c) information in the possession of Licensor that is reasonably required for the defense of such actions, claims or proceedings.

5.3 Other Licensee Obligations. Licensee shall promptly (within 48 hours) notify Licensor of any actions, claims, or proceedings of which it becomes aware that relate to the Copyrighted Curriculum Materials and other IP. Licensee shall not propose an offer of settlement, propose any settlement terms, settle any action, claim or proceeding relating to the Copyrighted Curriculum Materials and other IP, including those for which Licensee must indemnify Licensor pursuant to Section 5.1, without obtaining Licensor's prior written consent.

5.4 Licensor Participation. Licensor shall have the right to directly participate in any actions, claims or proceedings arising under this Article 5. If Licensor directly participates in an action, claim or proceeding it shall bear its own attorney's fees and costs.

#### ARTICLE 6 TERM

6.1 Term. This Agreement shall become effective upon the Effective Date and shall be in effect as long as the Service Agreement is in effect, as may be extended (as provided therein), and, subject to the termination provisions set forth in this Agreement.

**6.2**     Termination for Breach. Licensors may terminate this Agreement, including any license granted by Licensors herein, or any rights granted by Licensors herein with respect to any Copyrighted Curriculum Materials and other IP, (i) at any time in the event of a material breach by Licensee of such license or (ii) upon a violation of a term or restriction applicable to such license or the Copyrighted Curriculum Materials and other IP, which remains uncured after thirty (30) calendar days written notice from Licensors or such longer period as is provided in Section 3.1(c).

**ARTICLE 7  
GENERAL  
PROVISIONS**

**7.1**     Governing Law. This Agreement and any dispute arising from the performance or breach hereof or thereof shall be governed by, and construed and enforced in accordance with, the laws of the State of Louisiana, without reference to conflicts of laws.

**7.2**     Notices. All notices, requests and other communications under this Agreement shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, by facsimile, by email communication (provided that such email communication is followed up by notice given by United States Mail sent within one (1) business day thereafter) or by commercial overnight courier service with tracking capabilities, costs prepaid, in each case to the address specified in the spaces below the Parties' respective signatures on this Agreement or such other address as the receiving Party may request. Any notice required or permitted hereunder will be deemed to have been effectively given: (i) immediately upon personal delivery to the Parties to be notified as shown on the return receipt and/or facsimile or email confirmation (subject to the stipulation discussed in this Section 7.2), (ii) one (1) day after deposit with a commercial overnight courier service with tracking capabilities, or (iii) three (3) days after deposit with the United States Postal Service, by registered or certified mail, postage prepaid.

**Licensors:**

Third Future Schools Dana  
Henry, Esq.  
Schulman, Lopez, Hoffer & Adelstein, LLP  
Galleria Blvd., Suite 1900  
Metairie, LA 70001

**Licensee:**

Third Future Schools-Louisiana North,  
Inc. Melissa Grand, Esq.  
Baker, Donelson, Bearman, Caldwell &  
Berkowitz, PC 450 Laurel Street, 21st Floor  
Baton Rouge, LA 70801

The person and address to which notices are to be given may be changed at any time by any Party upon written notice to the other Party. All notices given shall be deemed given upon receipt.

**7.3**     Dispute Resolution and Jurisdiction. In the event of a controversy or claim arising out of or relating to this Agreement, or the breach, validity, or termination of this Agreement, the parties shall first negotiate in good faith for a period of thirty days to try to resolve the controversy or claim. If the controversy or claim is unresolved after these negotiations, the parties shall then make good faith efforts for thirty days to mediate the controversy or claim in mutually agreed-upon location, before a neutral licensed attorney/mediator selected by Licensors. If the controversy or claim is unresolved after mediation, any controversy arising out of or relating to this Agreement or to breach, termination, or validity of this Agreement, may be adjudicated only in a Louisiana court, state or federal, having jurisdiction over the subject matter. Both parties consent to the jurisdiction and venue of such a court.

**7.4**     Severability. In the event any provision of this Agreement is found to be invalid, illegal or unenforceable in any jurisdiction, then in lieu of each such invalid, illegal or enforceable provision there shall be added automatically as a part of this Agreement a valid, legal and enforceable substitute provision that most nearly reflects the original intent of the parties and all other provisions

hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to carry out the intentions of the parties hereto as nearly as may be possible. Such invalidity, illegality or unenforceability shall not affect the validity, legality, or enforceability of such provision in any other jurisdiction.

7.5 Modification: Waivers. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless made in writing signed by all Parties hereto. No provision of this Agreement shall be varied, contradicted, or explained by any oral agreement, course of dealing or performance or any other matter not set forth in an agreement in writing and signed by all Parties.

7.6 Counterparts: Third Party Beneficiaries. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement may be transmitted to the Parties by facsimile or other electronic means, the Parties may sign and return their respective signatures by facsimile or other electronic means, and such signatures transmitted by facsimile or electronically will be presumed valid, binding, and of the same force and effect as an original signature to this Agreement. No provision of this Agreement is intended to confer upon any person or entity other than the Parties hereto any rights or remedies hereunder.

7.7 Assignment. This Agreement shall not be assigned or transferred by Licensee to any third party, whether by operation of law or otherwise, without the prior written consent of Licensor. This Agreement shall be binding upon and inure to the benefit of the parties, and, to the extent permitted herein, their successors and assigns. Nothing herein shall be construed to limit the right of Licensor to transfer or assign the Copyrighted Curriculum Materials and other IP, or this Agreement, provided that the transferee or assignee agrees in writing to be bound by the terms and conditions of this Agreement.

7.8 No Implied Waivers: Rights Cumulative. No failure on the part of any Party to exercise and no delay in exercising any right under this Agreement or provided by statute or at law or in equity or otherwise, shall impair, prejudice, or constitute a waiver of any such right, nor shall any partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

7.9 Independent Parties. Nothing contained in this Agreement is intended implicitly, or is to be construed, to constitute the Parties as partners or create a joint venture in the legal sense. No Party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of any other Party or to bind any other Party to any contract, agreement or undertaking with any third party.

7.10 Entire Agreement. This Agreement embodies the entire understanding between the Parties with respect to the Copyrighted Curriculum Materials and other IP, and supersedes all previous communications, representations, or understandings with respect thereto, either oral or written.

7.11 Authority. To the extent that this Agreement is executed by a Party or Parties on behalf of an individual, corporation, governmental entity, trust, estate or other legal entity, such party or parties executing this Agreement represent that they have authority to act on behalf of the entities or individuals for which they purport to act and to bind those entities or individuals to the terms and conditions of this Agreement. Furthermore, as each Party is a legal entity, each Party acknowledges, represents, warrants, and confirms that it has full and complete authorization and power to execute this Agreement in the capacity herein stated, and this Agreement is a valid, binding, and enforceable obligation and does not violate any law, rule, regulation, contract, or agreement enforceable against it.

**7.12 Governmental Immunity.** Except where otherwise expressly provided, the Parties hereto mutually represent and agree that the obligations, duties, and benefits expressed herein and intended solely for the benefit of the Parties hereto and that no third-party beneficiaries or *stipulation pour autri* is intended or established.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

**LICENSOR**

Third Future Schools, a  
Colorado non-profit corporation

**LICENSEE:**

Third Future Schools-Louisiana North, Inc.,

Zach Craddock, Superintendent