

Third Future Schools\_Bridge Academy\_  
Type 2\_Application\_LD OE\_07.21.2025

# 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 <b>Brumfield v. Dodd, 405 F. Supp. 528 (E.D. La. 1977)</b> .	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 R.S. 17:3911.	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	X	

	charter operator shall participate in at least one hour of board governance, special education, and financial management training within one year of appointment to the board.	X	
19	The charter school will ensure fiscal responsibilities per R.S. 17:3981.	X	
20	Charter schools will follow applicable state laws regarding the completion of approved numeracy skills per LAC28: CXV.511, R.S. 17:24.13.	X	
21	Charter schools will follow applicable state laws regarding the display of the national motto per R.S. 17:262.	X	

## 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: X 	Date: 7/16/2025

## Executive Summary

The executive summary shall not be longer than two pages and will not be included in the total page count.

1. **Mission and Vision.** State the mission and vision of the proposed school. The mission is a statement of the fundamental purpose of the school, describing why it exists. The vision statement outlines how the school will operate and what it will achieve in the long term. The mission and vision statement provides the foundation for the entire proposal. The mission and vision statement, taken together, should:

**Vision, Mission & Core Values.** 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 Third Future Schools **mission** and culture are 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.”*

Our vision for our Third Future Type 2 charter partnership plan is similar to that of our Network’s vision for all of our schools. We plan to close the achievement gap *and* prepare students for a Year 2035 workplace and world. Specifically, our goal is to work in partnership with LDOE to get the lowest, chronically performing schools out of “F” status in one year and to exceed the assigned home district’s overall average by the end of the fourth year. By the end of our fourth year, 70% of TFS partnerships’ students will also meet or exceed expectations on the Art of Thinking assessment, which includes information literacy, critical thinking, problem-solving, and communications.

The LEAP assessments will provide summative data, but we also have goals for the NWEA MAP assessments, which are nationally normed. At TFS partnership schools, as with our other schools, the average students will demonstrate at least 1.6 times the growth of the average U.S. student in reading, math, and science. The students will also gain at least seven percentile points a year, meaning that they will improve their overall proficiency by that amount compared with all the other students in the nation. These are challenging, but doable goals for us. For example, in March 2023, we entered a partnership with LDOE/BESE to serve Prescott Academy, a campus that had been chronically failing for decades. Through the Third Future partnership, the students and educators attending Prescott are thriving as evidenced by NWEA MAP MoY and EoY comparison data reflecting 1.87 years of academic growth from students in FY25. Similarly, DIBELS growth for students in Kindergarten reflected 16% of students at baseline with achievement growth from August to May improving to 59%.

## 2. Anticipated Student Population and Educational Need.

TFS has a proven track record of increasing student achievement and closing achievement gaps. We are well-equipped and prepared to achieve our goals. When TFS started operating its seven elementary schools and four middle schools in three states (Louisiana, Colorado, Texas), all the schools were rated an “F” according to states’ data. Our students’ anticipated needs include, but are not limited to, closing achievement gaps and substantially increasing student proficiency in all core subjects. Both of which TFS has proven success. Bridge Academy’s student population demographics mirror our TFS schools in Louisiana. We serve a population primarily comprised of students who qualify for FRL with unique challenges with which we are familiar and successful in supporting. TFS supports working families with extended school hours (6:30 a.m. to 5:00 p.m.) and a “no school closure policy” for inclement weather.

Lastly, year-round school through our “Fifth Quarter” and “one classroom, three locations” synchronous instruction model for remote learning, ensure continuity of learning for our students. Beyond the traditional academic challenges, all students face other challenges that our profession is only just beginning to address: a changing workplace that requires new competencies, the ability to learn how to think and learn how to learn. The numerous reform efforts across the country over the last two decades have not been able to change the trajectory for significant numbers of students living in poverty. This is not an indictment of teachers or administrators, but a recognition that the challenges presented by poverty and language barriers may require a different education system and a fundamentally different way of operating schools. We fear that any gaps or inequities that currently exist in any District, will be exacerbated by the continual advance of technology and a workplace that requires stronger skills and places a premium on creativity and critical thinking. Our “Dyad Concept”, explained below, will help students learn how to think and learn how to learn, preparing them for a Year 2035 workplace and world. Our mission is to serve the traditionally underserved populations and to turn around struggling schools. We have a track record of significantly narrowing achievement gaps and providing proof points of how schools can “beat the odds.”

## 3. Education Plan.

Our instructional model (entitled LSAE) was designed to specifically narrow achievement gaps. It combines direct instruction with highly differentiated lessons and assignments. All students receive grade-level, direct instruction for the first 40 to 45 minutes of a 90-minute class. This is important because many students in struggling schools rarely receive grade-level activities or assignments. After direct instruction, students take a “demonstration of learning” (DOL) and are then divided into four groups. The “learners (L),” who need more time with the specific objective for that class that day, stay with the teacher and receive more guided instruction and practice. The students who are “securing (S1)” their learning and who need more practice at a slightly higher-level, work on a different activity in the classroom. Students who have “secured (S2)” their learning, work on an activity or assignment that is yet more challenging for them. The “accelerated (A)” student receives an even more rigorous assignment. The “secured” and “accelerated” students work in a “team center” outside of the classroom, where learning coaches assist them during the remainder of that class period.

This model has proven to significantly narrow achievement gaps for all students who are behind academically, including students challenged by language barriers. This occurs because the lessons are highly differentiated, and students who are struggling with an objective get more small group time with the teacher. The model that we will bring to Bridge Academy goes far beyond closing the achievement gap. We believe students need to be proficient in Year 2035 competencies to better prepare them for a fundamentally different workplace and world. We call the acquisition of knowledge, perspective, and experiences the Dyad Concept. As a result of this systemic change, all students take an Art of Thinking course, and we collaborate with the community to provide students with key, relevant experiences that add to their understanding of their interests, varying perspectives, and the world. Community members provide instruction in piano, photography, filmmaking, cycling, health and fitness, yoga, Karate, and many others. In addition, students complete a list of requirements that include participation in a team sport, engaging in the performance arts, community service, and travel out of state or out of the country.

#### 4. Impact.

Third Future Schools has been able to weather the general confusion in the rest of the field because our system is based on some fundamentally different principles of operating and because we have an intense focus on closing the achievement gap and preparing students for a Year 2035 world and workplace. That means we will continue to focus on high-quality instruction in the LSAE model, improve implementation of the Dyad concept and implement a strategic focus on literacy development and growth.

Still, we will have to consider the changing workforce and the manifestation of those changes that challenged schools and districts during the “covid years.” Thus, our Action Plan will include steps to support our teachers and other initiatives to ensure the continuity of strong instruction for our students. The fundamental concept of our staffing plan going forward is to differentiate the teacher tasks and responsibilities and redistribute many of the tangential functions to learning coaches, apprentice teachers, and consulting support personnel. More importantly, this staffing plan will ensure that we have 185 student-teacher contact days that are of high quality and will not utilize untrained and subpar substitute teachers.

We are one of the few networks or districts that is both closing the achievement gap and preparing students well for a Year 2035 workplace and world. Thus, we will continue to approach the work with the courage of our convictions and the sense of urgency our students need us to have.

#### 5. Applicant groups that have submitted charter applications to the LDOE previously, 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 this charter approval.

#### Educational Program and Capacity

##### School Establishment

#### 6. Provide a clear and concise overview of the community you seek to serve, highlighting elements critical to success in serving the intended population.

The East Baton Rouge 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. 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.

Initially, the IDEA Charter served students in this area. The IDEA Board of Directors, however, made the decision to cease operations effective June 30, 2025, at Bridge Academy. Therefore, the student population in this area would not have a local school to attend after this date. TFS, in partnership with EBRCO Schools, entered into a contract to provide services for the 25-26 school year.

#### 7. Provide an overview of the student population you anticipate serving based on the local demographics in the proposed school, which includes:

The East Baton Rouge 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. 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.

**8. Provide a narrative description of the way in which stakeholders in the intended community were engaged regarding the proposed charter school, the depth of support from community stakeholders, as well as any opposition to the school.**

Third Future has engaged in numerous community networking events, neighborhood walks, bar-b-q cookouts, held school tours with community leaders, legislators, school board members, and the LDOE to raise awareness of the successful turnaround model. Additional feedback and awareness has been raised through various methods including surveys through Ourco, our internal survey platform for families and staff, New Schools Baton Rouge student and staff survey, Facebook and Instagram platforms, table talks at local grocery stores and community gatherings, conducted a Fall Fair of community wrap around services, monthly Open House events, and holding town hall meetings both in person and virtually via Zoom.

**Appendix 1:** Submit documents that provide evidence of community support (e.g., letters of support from community stakeholders, emails with evidence of support, engagement sign-in sheets, and/or survey results. Please refrain from submitting signed petitions. Include a cover sheet with a table that identifies each document included with the evidence for this request, its page number, and a brief description of the document.

Academic Plan

**9. Provide a clear and concise overview of the proposed school model, highlighting the key design elements of the school model critical to its success in serving the intended student population, including descriptions of the key design elements that align with the academic plan and the proposed school’s mission and vision.**

The main instructional design model combines direct instruction 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 mastery.

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. In Louisiana, charter schools can select their own curriculum and purchase instructional materials that are best for their students.**

**Appendix 15 - sample curriculum map - 3<sup>rd</sup> grade ELA**



## **11. Provide a detailed hybrid learning plan that includes the following:**

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 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 require 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.

### **c. A plan to track and monitor attendance in a virtual setting.**

Student attendance would be tracked by the 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; and**

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. List and provide a detailed description of the charter school's measurable academic goals aligned to LEAP 2025, ACT, and graduation rate (as applicable) reflecting where the school envisions itself academically for each of the first five years of operation taking into consideration the proposed student population, including a plan to establish student performance goals.**

TFS establishes the following student achievement goals and reviews those goals every year:

## **Goal 1 – Reading proficiency**

**Goal 1a:** In the 2025-2026 school year, Third Future Schools students will grow 1.7 times the average U.S. growth in reading as measured by the NWEA MAP assessment and using the mean RIT score for each grade, 2-8.

**Goal 1b:** In the 2025-2026 school year, 75% of the students in grades K-3 will demonstrate typical or above typical growth in DIBELS at the end of the year.

**Goal 1c:** 55% of the 4<sup>th</sup> grade and 8<sup>th</sup> grade students will be above the 50<sup>th</sup> percentile in Reading as measured by the NWEA MAP assessments.

## Goal 2 – Math proficiency

**Goal 2a:** In the 2025-2026 school year, Third Future Schools students will grow 1.7 times the average U.S. growth in math as measured by the NWEA MAP assessment and using the mean RIT score for each grade, 2-8.

**Goal 2c:** 55% of the 4<sup>th</sup> grade and 8<sup>th</sup> grade students will be above the 50<sup>th</sup> percentile in math as measured by the NWEA MAP assessments.

## Goal 3 – Science proficiency

**Goal 3a:** In the 2025-2025 school year, Third Future Schools students will grow 1.7 times the average U.S. growth in science as measured by the NWEA MAP assessment and using the mean RIT score for each grade, 2-8.

**Goal 3c:** 55% of the 4<sup>th</sup> grade and 8<sup>th</sup> grade students will be above the 50<sup>th</sup> percentile in science as measured by the NWEA MAP assessments.

## Goal 4 – English Language Proficiency

**Goal 4a:** In the 2025-2026 school year, Third Future Schools' median growth percentile on the CMAS/STAAR/LEAP exam for English Language Arts for **English Language Learners** will exceed 55.

**Goal 4b:** In the 2025-2026 school year, Third Future Schools' median growth percentile on the CMAS/STAAR/LEAP exam for Math for **English Language Learners** will exceed 55.

**Goal 4c:** In the 2025-2026 school year, Third Future Schools' median growth percentile on the ACCESS assessment for **English Language Learners** will exceed 55.

## Goal 5 – Critical Thinking Skills

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 supports 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).

**The applicant group explains the plan for providing professional development to faculty and staff on analyzing and responding to data.**

A high-performance culture requires continuous support and professional development. Thus, our approach to professional development is based on a “coaching” model whereby staff members receive 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. They are also tied to the teachers’ evaluation. Administrators provide differentiated support for teachers to help each one improve. Apart from on-the-job coaching, all teachers and learning coaches attend seventeen (17) professional development days. Nine of those days take place before the start of school during orientation and the remaining eight days take place during the school year (students do not attend on those days). The Superintendent, Chief of Schools, and Directors conduct the training during the nine PD days prior to the start of school. 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. 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: Academic Performance

**13. In your overview template, you provided performance data on the schools your organization currently operates or has previously operated. Provide a narrative explaining the performance data, including:**

- a. Describe how data supports creation/replication of proposed new school, as well as how the operator will improve performance in areas where needed.  
Every school in the TFS network evaluates their data at BOY, MOY, and EOY. Each school creates an action plan based on their student data and their plan is 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.

All schools in the TFS Network must adhere to the TFS model. All aspects of the model will be replicated at Bridge Academy.



## Turnaround Schools

School Name	Location	Grades Served	Year Contract Began	Rating in First Year of Contract	Current Rating Under Third Future
Sam Houston	Midland, TX	PreK-6	2020	F / 53	B / 89
Ector College Prep	Odessa, TX	6-8	2021	F / 58	B / 86
Mendez Middle	Austin, TX	7-8	2022	F / 59	B

**New Schools:** These turnaround schools are in their first year of partnership with Third Future Schools. Their current accountability ratings are under their previous operator or district. Ratings that reflect the schools' time under Third Future will be available in Fall 2024.



**Prescott K-8**  
Baton Rouge, LA



**Smith Middle**  
Beaumont, TX



**Fehl-Price Elementary**  
Beaumont, TX



**Jones-Clark Elementary**  
Beaumont, TX



**Lamar Elementary**  
Midland, TX

## Schools of Innovation

Both our schools in Colorado are Third Future's Schools of Innovation, meaning we started them from the ground up and did not inherit them from another district. These schools have both received the "Performance" rating for the 2022-2023 school year, the highest rating in Colorado.



### Performance Plan

**Academy of Advanced Learning**  
Aurora, CO



**Coperni 3**  
Colorado Springs, CO



## Assessments

### 14. Describe the primary diagnostic, formative, and summative assessments the school will use to evaluate student knowledge and skills.

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.

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 BOY, MOY, and EOY 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. Discuss the school's plans for identifying and successfully serving students with disabilities (SWDs), English language learners (ELs), students who are academically behind, and students who are academically advanced in order to comply with applicable laws and regulations.**

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. 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.

**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.



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.

## Behavior Management

**16. Describe approach to student discipline, behavior intervention, and classroom management. Highlight key policies, systems, and structure related to these areas, including:**

### 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.

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.

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 interventions 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.

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. Staff Training:
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.

## **Parent and Community Engagement**

### **17. How will the school engage parents/guardians and the community once it is open, including:**

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 actions plans which they create at the beginning of the school year and revise semi-annually.

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 is 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.

## **Growth Plan**

**18. Indicate whether the proposed new school(s) will adopt the same policies and practices as existing schools in the network concerning the topics below. If the proposed new school model will differ from existing schools, highlight the key distinctions from the areas listed below. If specific policies or practices still need to be developed for the new school(s), include a timeline with the tasks, owners, and deliverables for that topic. Responses should be no more than 1-3 paragraphs per topic. If the new school follows the same practice or policy, simply state there will be no change.**

**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 is comprised of 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 would like to consider a partnership with the assigned school system on food services if applicable.

**f. Transportation**

Third Future would like to partner with the assigned school system on transportation; however, we are prepared to contract services if necessary.

**19. How will the proposed school(s) in this application improve the organization's overall ability to serve students in Louisiana?**

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.

**20. Describe the non-profit organization history, including:**

**a. List any current or past litigation, including arbitration proceedings, which has involved the organization.**

TFS currently has two EEOC complaints and 2 court cases regarding termination of two employees. These cases are caused by two former employees and are in litigation.

**b. Discuss the outcomes and/or any demands identified as part of the arbitration or litigation. Cite any instances in which the organization's schools have had their contract terminated, voluntarily closed, or have not been renewed by their authorizer; N/A**

**c. Discuss any non-openings that the organization has experienced (i.e., a school received approval but did not successfully open). Describe the circumstances surrounding these incidents.**

TFS has opened every school on time with all authorizers.

**Organizational Plan and Capacity**

**Staffing**

**21. Provide a clear description of the roles and responsibilities for the governing board, school's leadership, management team, and any other entities. If the charter board intends to contract or partner with an entity for management or educational service provider (ESP), complete the ESP addendum.**

Third Future Schools will create a TFS-LA South Board of Directors to govern Bridge Academy under a Type 2 Charter. The CEO will be the sole employee of the board. TFS will provide all back-office support at Network level, to include-finance, payroll, HR, benefits, etc. 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. 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.

**22. Provide a narrative explaining the organization’s lines of reporting and accountability, the rationale of how this structure supports the proposed school model, and the roles of any contracted management or partner organizations.**

Network and School administrators will report student achievement, operations information, and financial data at all board meetings and as requested by BESSE

**23. Provide the teacher-student ratio, as well as the ratio of total adults to students for the school.**

TFS will comply with all state requirements for class sizes for grades K-8.

**24. Outline the school's procedures for hiring and dismissing school personnel, including conducting criminal background checks.**

Third Future School has clear procedures around all of the above. Our hiring practice includes a rigorous interview process and background checks and fingerprinting are completed. This includes third party staff that serve our Dyad program and some special education related services. A Dyad Coordinator and Executive Director of Special Programs oversees these areas. Our staff grievance policy provides staff options for mediation and our staff handbooks are updated annually and shared with staff during Teacher PD in July.

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

TFS will employ Teacher Apprentices and will utilize substitute teachers to ensure that we have 184 effective instructional school days.

**26. How many new employees (teachers, operational and financial staff, and other key school support staff) will the organization hire each year of growth if approved to open the proposed school(s)? Discuss the organization’s current capacity to meet these demands. Consider previous hiring patterns, current retention rates, and human resources capacity at the non-profit organization level.**

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.

**Central Office and School Staffing Structure** 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 in **Appendix 7** 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.

Third Future Schools has a rigorous recruitment process for school leaders and teachers. The key part of the strategy is a performance interview. In the interview, school leaders must observe instruction in several classrooms and let the interviewer know what feedback and coaching they would have provided to the teacher to improve the quality of instruction. Teacher interviews include a 20-minute section where they teach actual students and are observed by Third Future Schools instructional leaders.

Once a contract is approved, the Principal (ideally the Principal currently running the school), the Superintendent, and the Directors will begin recruiting the 2025-2026 staff. First, they will

conduct interviews with any current staff members who would like to be part of the new school. After that, we will conduct interviews with applicants whose resumes have been screened and who have passed an initial phone interview. We will conduct interviews during the months of April and May. We will consider the fact that staff has already been in place, and we will work on keeping proficient staff members who are already in place. We will advertise 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 on the next page).

Once hired, teachers receive considerable professional development. We start with nine teacher orientation days before the start of school. This time is needed to train staff in our unique instructional model and high-performance culture. We have an additional eight professional days during the school year. Most importantly, teachers receive daily on-the-job coaching and feedback. Every teacher's instruction is observed by an administrator every day. In this way, administrators can provide immediate feedback and, more importantly, target support to help teachers grow and succeed. Additionally, teachers attend a professional learning community (PLC) every Thursday after school.

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 and high expectations.

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.

Utilizing our "Unit" concept that serves ten schools versus a bloated network-level central office, Third Future has ample Human Resources (HR) capacity. As we continue to serve more regions, we add Units that serve as a Central Office providing HR to 5-10 schools, Operations, and Instructional support.

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*.

One overarching theme for us 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 11 schools in Colorado, Texas, Louisiana, and Tennessee, employs approximately 600 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 twelve 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 \$50,000 annually and can work from home. In some cases, if they develop the lessons for two grade levels, they may receive \$75,000. 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 \$60,000. 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.

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 185 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.

#### **School Leadership Team Capacity**

All responses in this section must speak specifically to the proposed school leadership team that includes instructional, operational, and financial leadership. Specifically, this should be the senior most individuals of the team in each of these areas. For new operators, a school leader must be identified. If other senior leadership roles have not yet been filled, provide a copy of the job description outlining the role and required experience.

#### **Charter Board Governance**

**27. Provide the board member roster including each person’s role, a brief description of major responsibilities, and their expertise area (academics, finances, legal issues, management and operations, and/or community relations).**

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.

Name	Board Role	Profession	Area of Focus
Travis Markey	Member	Chief Financial Officer	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 and community relations, policy

**28. Identify any existing relationships that could pose actual or perceived conflicts if the application is approved. Discuss specific steps that the board will take to avoid any actual conflicts and to mitigate perceived conflicts, in accordance with the Louisiana Board of Ethics' Ethics Code. If partnering with an ESP, specify how the board will identify any perceived conflicts of interest between the board and the proposed ESP or affiliated business entity and the steps that the board will take to mitigate the perceived conflict. Disclose and explain any existing or perceived conflicts of interest between the board and the proposed ESP or affiliated business entity.**

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.

**29. Describe the process to effectively demonstrate that board members understand that a charter board is a governing board. Name the safeguards that will be in place to prevent the charter board from being too involved in the day-to-day management operations. Describe the governance structure and duties of the charter board. Describe any committees, advisory bodies, or councils and their roles and responsibilities. Explain how the proposed structure will ensure accessibility to staff, community, and families.**

The board's only employee will be the CEO. The board will be provided with governance training to ensure they understand their roles and responsibilities and that they are a governing board only.

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.

**30. List and provide a detailed description of the charter school's measurable organizational and financial goals for each of the first five years of operation.**

A five-year budget is included in this application as well as enrollment projections. Five-year budget and enrollment projections are attached in this application. All targets are reasonable and achievable with slow, but sustained growth.

**31. Explain how the board will monitor the academic, organizational and financial goals stat within the application, including actions that will be employed if the school is trending toward not meeting goals.**

The Board will monitor **academic and organizational 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.
- 2) The Superintendent will provide an update at each Board meeting on student academic achievement and the improvement of the quality of instruction.
- 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 every meeting. This keeps the focus on the main thing.
- 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 Board of Directors is ultimately responsible and accountable for the financial oversight and success of the school. The TFS-LA Board will ensure financial policies and procedures are up to date. The TFS-LA Board will review financial statements no less than quarterly. The TFS-LA Board will work with the Superintendent and school leadership teams to approve the budget annually and approve budget revisions, as necessary. The TFS-LA Board will conduct all its meetings in public and abide by 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 Superintendent and Principal will stay on top of expenditures to ensure the School does not go over budget.

**32. Provide an explanation of how the board will evaluate the school leader/CEO, monitor progress toward renewal standards, and actions that will be employed if the school is trending towards not meeting renewal**

**standards, including:**

a. The information the board will collect;  
The school action plan will contain these goals around student achievement, 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.

b. The specific measures and metrics to be used;

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.

c. The timeline and frequency of evaluation.

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.

**33. Describe the management and accounting practices to be employed for financial planning, accounting, purchasing, and payroll that the school and board will utilize. Explain how these plans will sustain the financial health of the organization and ensure legal compliance with any requirements (including audits) and restrictions on the use of public funds, including:**

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 Weaver to provide these services. All audits are available on the Third Future Schools website. No critical findings have been reported to date.

**34. Describe the plan for the training and development of new members and continuing members.**

The Board will conduct an annual self- assessment. Areas of concern will be remedied with the appropriate training and professional development.

**35. Specify how frequently the board plans to meet. Describe the procedures that will be in place to ensure compliance with the Open Meetings Laws and Open Records Act.**

The TFS-LA South board will meet monthly beginning June 2026.

**Financial plan and capacity**

**Operational management and leadership**

**36. Describe the applicant team's individual and collective qualifications for implementing the Operations Plan successfully, including capacity in the areas of: staffing, professional development, performance management, general operations, and facilities management.**

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 four 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 7000 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 two 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 eleven 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. Describe how the school will manage its non-academic services once it opens and who will be responsible for overseeing which operational aspects of the school, including transportation, food services, facilities, purchasing processes, student records and school safety. State specifically how transportation will be designed to meet the needs of the special population subgroup (economically disadvantaged students and students with disabilities). You may use a table if applicable.**

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. Explain the plan for student recruitment and marketing that will provide equal access to interested students and families. Specifically, outreach for families in poverty; academically low-achieving students; students with disabilities; and other youth at risk of academic failure.**

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 of currently enrolled students or of students who receive a spot through the lottery. 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 this time, 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.

#### Financial Plan

**39. Provide a detailed explanation for all revenue sources outside of state and federal funds such as philanthropy, student fees, grants, etc., and specify what is committed or anticipated revenue.**

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.

**40. Provide a narrative describing a contingency plan in the event that the actual revenues are lower or expenses are higher than anticipated in the financial model.**



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.

**41. Do you plan to use a financial manager or back office service provider? If the entity that will provide your financial services has been chosen, provide the name and a description of services.**

TFS has partnered with DSS to provide financial oversight and back-office support.

**42. Specify whether any of the organization's schools are not currently meeting the financial requirements and expectations established by the authorizer and/or local or federal policies. Describe the circumstances.**

All TFS schools are currently meeting financial requirements established by all authorizers.

**43. Explain the process the school will use to develop its annual budget including:**

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 Weaver to provide these services. All audits are available on the Third Future Schools website. No critical findings have been reported to date.

**Corporate Partnerships Addendum (If Applicable)**

For all applicants proposing a corporate partnership, the following must be completed. The page limit for the Corporate Partnerships Addendum is 3 pages (excluding appendices).

**Appendix 11: Describe any proposed corporate partnerships, as specified in La. Bulletin 126, Ch. 39. Provide a Letter of Intent of the intended partner organization.**

**Educational Services Provider Addendum (If Applicable)**

For all applicants intending to contract with an Educational Service Provider (ESP), the following must be completed. The page limit for the Educational Services Provider (ESP) Addendum is 5 pages (excluding appendices).

1. Provide rationale for consideration of an ESP not already partnered with the non-profit organization, including:
  - a. List of all companies/organizations considered;
  - b. Evaluation of all companies/organizations considered.
  - c. Rationale for selected provider; and
  - d. Provide evidence of the service provider's success in serving the intended student population, including demonstrated academic achievement, fiscal responsibility, and organizational effectiveness.
2. Clearly specify the decisions and services the organization or provider will be responsible for. Disclose any existing or potential conflicts of interest between the charter board, the proposed service providers, or any affiliated business entities.
3. Provide a detailed plan outlining the mechanisms by which the charter board will oversee and hold the ESP



accountable to the agreed upon terms. Explain the conditions under which the contractual relationship may be terminated.

4. Describe the ESP (if applicable) history, including:
  - a. List any current or past litigation, including arbitration proceedings, which has involved the organization.
  - b. Discuss the outcomes and/or any demands identified as part of the arbitration or litigation.
  - c. Cite any instances in which the organization's schools have had their contract terminated, voluntarily closed, or have not been renewed by their authorizer.
  - d. Describe all instances in which the ESP has exited a contract or partnership with a school, including instances where a school has terminated its agreement with the ESP;
  - e. Please explain the circumstances surrounding these incidents. Discuss any non-openings that the organization has experienced (i.e., a school received approval but did not successfully open); and
  - f. Describe the circumstances surrounding these incidents.

**Note:** Based on the severity of issues, deficiencies or litigation, additional information may be requested and reviewed as part of this application and included in the school's final evaluation. Failure to disclose requested information shall result in immediate disqualification from the application process.

**Appendix 12: Provide an independent audit of the ESP.** An acceptable submission includes the full ESP independent audit, or an independent audit focused only on the charter operations of the ESP. To ensure page limits are adhered to, submit material findings within the application; send the full ESP independent audit separately to [charters@la.gov](mailto:charters@la.gov) by admission deadline.

**Appendix 13: Provide the draft ESP MOU or Contract**

# Appendix 1 - Letters of Support



Permian Strategic Partnership

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'.

Tracee Bentley  
Tracee@permianpartnership.org



**OFFICE OF LEARNING, LEADING & INNOVATION**

"We are MISD"

Office: (432) 240-1010 [www.midlandisd.net](http://www.midlandisd.net)

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

## 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**

process of their children's learning require 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:

_____ <b>Principal</b>	_____ <b>Leadership Team Member</b>
_____ <b>Leadership Team Member</b>	_____ <b>Leadership Team Member</b>
_____ <b>Leadership Team Member</b>	_____ <b>Leadership Team Member</b>
_____ <b>Leadership Team Member</b>	_____ <b>Leadership Team Member</b>

## 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-grievance](https://tinyurl.com/TFS-grievance): 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

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**

**Zachary W. Craddock, Principal,**  
**Sierra High School**  
12114 Pine Valley Circle, Peyton, Co 80831 Cell:  
719 963 6620

Email: craddockzach@gmail.com

### **EDUCATION AND CERTIFICATION**

- M.Ed. Administration/Leadership, Albany State University, Albany, Georgia, December 2005
- B.S.-Physical Education, *cum Laude*, University of South Carolina, Aiken, South Carolina, 1993-1997
  - Current Colorado Principal License

### **WORK EXPERIENCE**

- Executive Director of Schools, Third Future Schools
  - Principal, Sierra High School **July 2018-October 2019**
- Principal, Pikes Peak Prep/ Academy of Advanced Learning **June 2016-June 2018**  
**June 2014-June 2016**
- Executive Director of Individualized Education, District 49 **July 2012-June 2014**  
**June 2010-June 2012**
- Principal, Sierra High School, Harrison School District 2 **July 2008-June 2010**  
**July 2006-June 2008**  
**July 2001-June 2006**
- Special Programs Director, Harrison School District 2
- Special Services Director, Coffee County Schools **July 1997- June 2001**
- Assistant Special Education Director, Coffee County Schools
  - Teacher, Coffee County School System  
Subject: County-wide Adapted Physical Education  
Teacher
- Teacher, Bradwell Institute, Hinesville, Ga.  
31313 Subjects: Physical Science, Physical Education, Health, and Adaptive Physical Education

### **CURRENT EMPLOYER**

Third Future Schools  
Colorado Springs,  
Colorado

Supervisor: Mr. Mike Miles, CEO of Third Future Schools

### **CURRENT DUTIES AND RESPONSIBILITIES**

Provide Leadership, Compliance and Supervision for all school campuses in the Third Future Schools Charter Network. This includes curriculum, instructional delivery, physical plant, financial, staff evaluation, personnel, legal areas and student recruitment. •



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## JESSICA HERNANDEZ LOPEZ

[ADVANCEDCLEANING7@YAHOO.COM](mailto:ADVANCEDCLEANING7@YAHOO.COM)

(719) 313-7007

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### EXPERIENCE

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**DIRECTOR OF OPERATIONS • THIRD FUTURE SCHOOLS •  
JANUARY 2019 TO PRESENT**

Direct the day to day operation of the facilities

Design and oversee the building and set up of the facilities

Provide an efficient work order system for repairs of facilities and equipment that ensures that all maintenance and repairs are completed in a timely fashion

**OFFICE MANGER • THIRD FUTURE SCHOOLS •  
JUNE 2017 TO DECEMBER 2018**

**OFFICE MANGER • PIKES PEAK PREP •  
JUNE 2016 TO JUNE 2017**

**ADMINISTRATIVE ASSISTANT TO PRINCIPAL • HSD2 •  
JULY 2010 TO JUNE 2017**

### EDUCATION

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**BACHELOR OF SCIENCE IN PSYCHOLOGY • JUNE 2016 • ARIZONA  
STATE UNIVERSITY**

**MEDICAL ASSISTING CERTIFICATION • JUNE 2007 • DONA ANA  
COMMUNITY COLLEGE**

# Appendix 5 - Board Resumes

**Travis Markey, CPA, FPAC**  
Cell: 225-431-7710  
Email: [TravisMarkey10@gmail.com](mailto:TravisMarkey10@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. Incorporated feedback from educators and advisory councils to ensure 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* - *EN*, 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 charter 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

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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 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

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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 comprised 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 have charge of all such books and papers as the Board of Directors shall direct, all of which shall at all reasonable time 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

- (c) any transaction from which the director or officer derived an improper personal benefit.

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 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

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 anangement.

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 anangement 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 anangement.

### 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 inurement, 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

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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

THIS CERTIFICATE IS ISSUED **AS A MATTER OF INFORMATION ONLY** AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on **this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Edgewood Partners Ins. Center 14881 Quorum Drive Suite 850 Dallas TX 75254	cr Andrea Reyes r!}gN on Yil- fAX fA/C Nol:	
	:tD s, Andrea.Reyes@ePicbrokers.com	
<b>INSURED</b> Third Future Schools - Louisiana 4055 Prescott Rd Baton Rouge LA 70805	<b>INSURERISIAFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Bridgefield Casualty Insurance Companv	
	<b>INSURER s:</b> Westchester Surolus Lines Insurance Co	
	<b>INSURER C:</b> Liberty Mutual Fire Ins Co	
	<b>INSURER D:</b> Libertv Insurance Corooration	
	<b>INSURER E:</b> Indian Harbor Insurance Company	
<b>INSURERF:</b>		

## COVERAGES

CERTIFICATE NUMBER: 209058563

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	t. & l. v	g. fi 1 Wvi	LIMITS	
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>GENERAL AGGREGATE LIMIT APPLIES PER PROJECT</b> <input type="checkbox"/> LOC OTHER:		TB2251295126025	7/1/2025	7/11/2026	EACH OCCURRENCE	\$ \$1,000,000
						DAMAGE TO RENTED PREMISES (Ea. rtPnc.,)	\$ \$100,000
						MED EXP (Any one person)	\$ \$15,000
						PERSONAL & ADV INJURY	\$ \$1,000,000
						GENERAL AGGREGATE	\$ \$2,000,000
						PRODUCTS - COMP/OP AGG	\$ \$1,000,000
						Abuse/ Molestation	\$ \$1M Ea/ \$2M Agg
D	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		AS6251295126015	7/11/2025	7/1/2026	COMBINED SINGLE LIMIT	\$ \$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB EXCESS</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$		TH7251295126035	7/1/2025	7/11/2026	EACH OCCURRENCE	\$ \$1,000,000
						AGGREGATE	\$ \$1,000,000
							\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N OPERATIONS below	N/A	084000076	7/1/2025	7/11/2026	E.L. EACH ACCIDENT	\$ \$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ \$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ \$1,000,000
E B	ELL Cyber		ELL0958161 F16978711003	7/1/2025 7/1/2025	7/1/2026 7/1/2026	\$2,000,000 \$2,000,000	

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

First-Citizens Bank & Trust Company  
 ISAOA/ATIMA  
 75 N. Fair Oaks Ave. (CLASS-PAS-04-02)  
 Pasadena CA 91103

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

IL - "

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# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

7/11/2025

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED **AS A** MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

<b>AGENCY</b> Edgewood Partners Ins. Center 14881 Quorum Drive Suite 850 Dallas, TX 75254	<b>COMPANY</b> MS Transverse Specialty Insurance Company P.O. Box 2200725 Pittsburgh, PA 15251-0725
<b>ADDRESS:</b>	<b>POLICY NUMBER</b> TSAMPR001770000
<b>CODE:</b>	<b>EFFECTIVE DATE</b> 07/01/2025
<b>SUB CODE:</b>	<b>EXPIRATION DATE</b> 07/01/2026
<b>INSURED</b> Third Future Schools - Louisiana 4055 Prescott Rd Baton Rouge LA 70805	<b>LOAN NUMBER</b>
	<b>CONTINUED UNTIL</b> TERMINATED IF CHECKED
	<b>THIS REPLACES PRIOR EVIDENCE DATED:</b>

## PROPERTY INFORMATION

LOCATION/DESCRIPTION
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION	PERILS INSURED COVERAGE/ PERILS/ FORMS	BASIC	BROAD	SPECIAL	AMOUNT OF INSURANCE	DEDUCTIBLE
Building Business Personal Property Business Income wind/Hail					\$19,323,090 \$2,100,000 \$3,000,000 3%; \$100K Minimum	

## REMARKS (Including Special Conditions)

--

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

<b>ADDITIONAL INTEREST</b> First-Citizens Bank & Trust Company ISAOA/ATIMA P.O. Box 5853 Troy, MI 48007	<b>ADDITIONAL INSURED</b> MORTGAGEE LOAN# AUTHORIZED REPRESENTATIVE	<b>LENDER'S LOSS PAYABLE</b> LOSS PAYEE
---------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------	--------------------------------------------

## 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><b>The student will:</b></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> <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> </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.IKI.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>

<b>CO: 2.3.e</b> <b>LA: L.3.6</b> <b>TN: 3.FL.VA.7c</b>	<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>	<ul style="list-style-type: none"> <li>• Expand vocabulary knowledge by learning selected vocabulary words.</li> </ul>
<b>CO: 3.4.b.v</b> <b>LA: L.3.2e</b> <b>TN: 3.FL.WC.4b</b>	<p>Use conventional spelling for high-frequency words, including irregular words.</p>	<ul style="list-style-type: none"> <li>• Use conventional spelling for high-frequency words, including irregular words.</li> </ul>
<b>CO: 2.3.a.iv</b> <b>LA: RF.3.3d</b> <b>TN: 3.FL.PWR.3d</b>	<p>Read grade-appropriate irregularly spelled words.</p>	<ul style="list-style-type: none"> <li>• Read grade-appropriate irregularly spelled words.</li> </ul>
<b>CO: 3.4.d</b> <b>LA: W.3.4</b> <b>TN: 3.W.PDW.4</b>	<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>
<b>CO: 3.4.g</b> <b>LA: W.3.10</b> <b>TN: 3.W.RW.10</b>	<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>
<b>CO: 3.4.f</b> <b>LA: W.3.6</b> <b>TN: 3.W.PDW.6</b>	<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>
<b>CO: 2.1.d.i</b> <b>2.2.d.1</b> <b>LA: RL.3.10</b> <b>RI.3.10</b> <b>TN: 3.RL.RRTC.10</b> <b>3.RI.RRTC.10</b>	<p>Read and comprehend stories, poems, and informational texts throughout the grades 2-3 text complexity band proficiently, with scaffolding at the high end as needed.</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>

<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 expression 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, italicizes 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</li> <li>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 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: IM.(yo.UM1

Name: -----

As Its: 7/3/2025

**NEW SCHOOLS FOR BATON ROUGE**

By: Donoso  
Name: Noem.

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. 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 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 earlier 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 review 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 effected 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 agreed upon, qualify and select an arbitrator.

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

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

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

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

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 therefor. In the event of a Default of this Agreement by either Party (which is not timely cured), with or without further notice or demand, the non-defaulting Party may pursue any remedy now or hereafter available to such Party under the laws or judicial decisions of the State.

## 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 maintain 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 process on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the 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

B

**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 Licensor, 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 Licensor;

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. Licensor retains 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.** Licensor 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 Licensor.

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 Licensor's 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 Licensor's 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 Licensor's 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 Licensor's reasonable copyright guidelines that are made applicable to all licensees, which may be developed by Licensor 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 Licensors determine that Licensee has failed to comply with any of the above provisions, Licensors 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 Licensors 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 Licensors 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.       Licensors 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 Licensors elect 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 Licensors elect to join Licensee as a party, Licensee shall not object to such joinder and shall cooperate with Licensors' reasonable demands necessary to protect Licensors' intellectual property. Furthermore, Licensors 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. Licensor may terminate this Agreement, including any license granted by Licensor herein, or any rights granted by Licensor 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 Licensor 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.

**Licensor:**

Third Future Schools  
Dana Henry, Esq.  
Schulman, Lopez, Hoffer & Adelstein, LLP  
1 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 Licensor. 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.,

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Zach Craddock, Superintendent

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