

**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, Inc., a Louisiana Nonprofit Corporation (“**TFS-LA**”), whose address is 450 Laurel Street, 21st 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**”) (all 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.**

1.1 **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, 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/single member limited liability companies.

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 Trademark

License Agreement dated as of [redacted] (“**TM 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.

Commented [DH1]: I’ll draft a Trademark License Agreement to share for review by Melissa.

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 shall, 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.

Commented [MG2]: Do we need this separate agreement?
Language says "shall".

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,**" 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” as defined in Exhibit “B”, to the extent permitted by the Charter Contract, the Act or applicable law, if the expenses are within the “Category Cap” defined in Exhibit “B” 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.

Commented [TF3]: These terms are not found in Exhibit B. Exhibit B outlines the School Management Services.

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**", as those terms are defined in Exhibit "B," and 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.

Commented [TF4]: These terms are not found in Exhibit B. Exhibit B outlines the School Management Services.

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 written management report for presentation at each Board meeting where requested by TFS-LA with sufficient notice. 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.

Commented [MG5]: Can we clarify that TFS-CO will orally report on key areas at each TFS-LA board meeting without the necessity of TFS-LA having to so request?

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 of 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 of the 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 Staff's 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.

Commented [TF6]: 7.2 outlines the parties' financial obligations. Section 8.7.3 is not found in this agreement draft.

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 right, 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 Trademark Licensing Agreement.

Commented [TF7]: D. Henry is providing a draft of this 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 Trademark 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 Trademark 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). 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 "personally identifiable information" 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 personally identifiable information or other event 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.

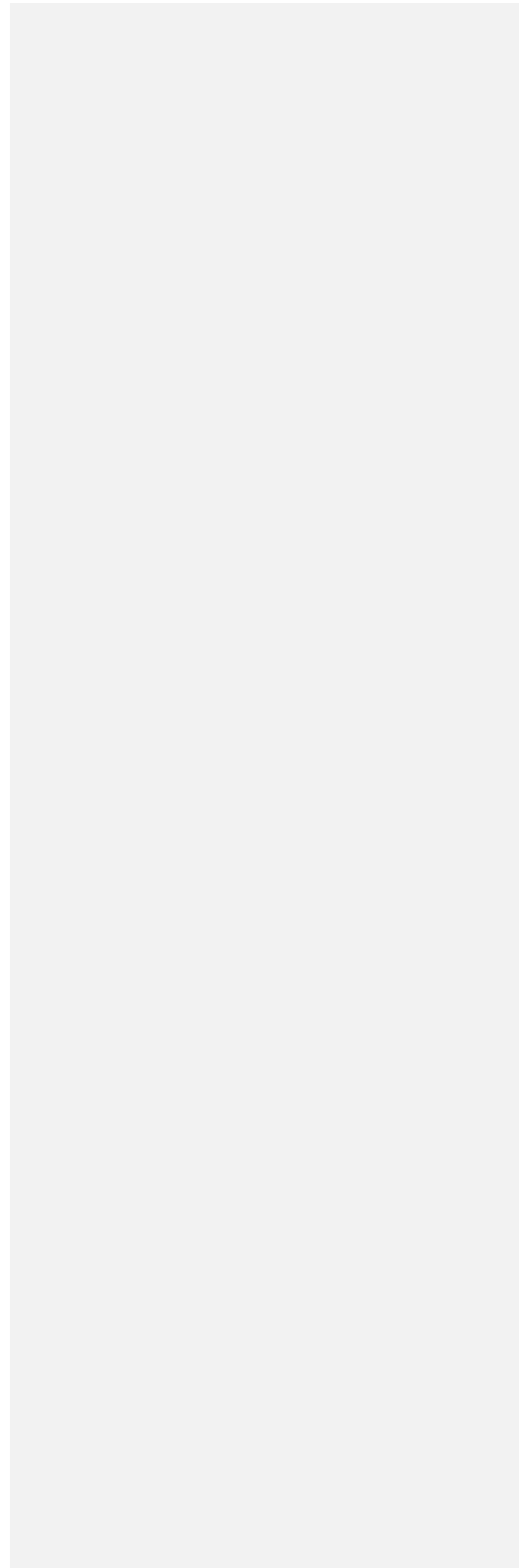
16.23 Representative Signatures. Any individual signing in a representative capacity hereby represents and warrants that he or she is duly authorized to execute and deliver this Agreement and has full authority and power to bind his principal to this Agreement. Each Party shall, upon the execution of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

DRAFT



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

THIRD FUTURE SCHOOLS, a Colorado corporation

By: _____
Zach Craddock, its Superintendent

THIRD FUTURE SCHOOLS-LOUISIANA, INC., a Louisiana non-profit corporation

By: _____
_____, its Board President

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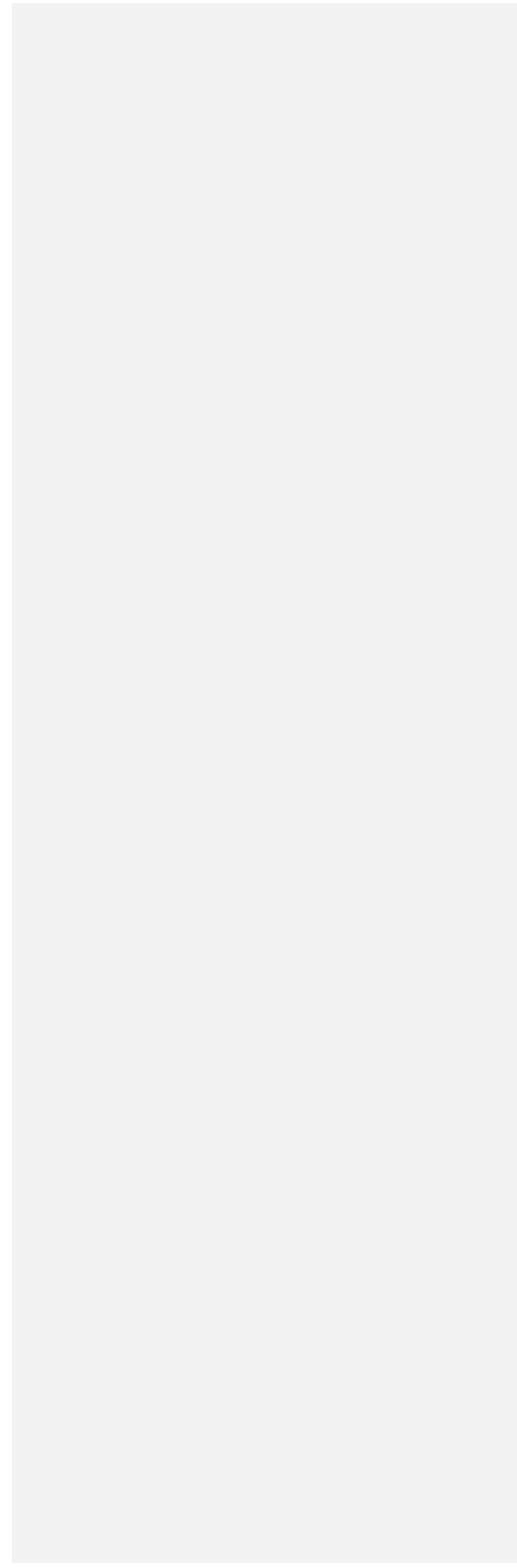


EXHIBIT A
AUTOMATIC RENEWAL PROVISION

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 A to
Management Support Services Agreement (TFS-CO/TFS-LA)

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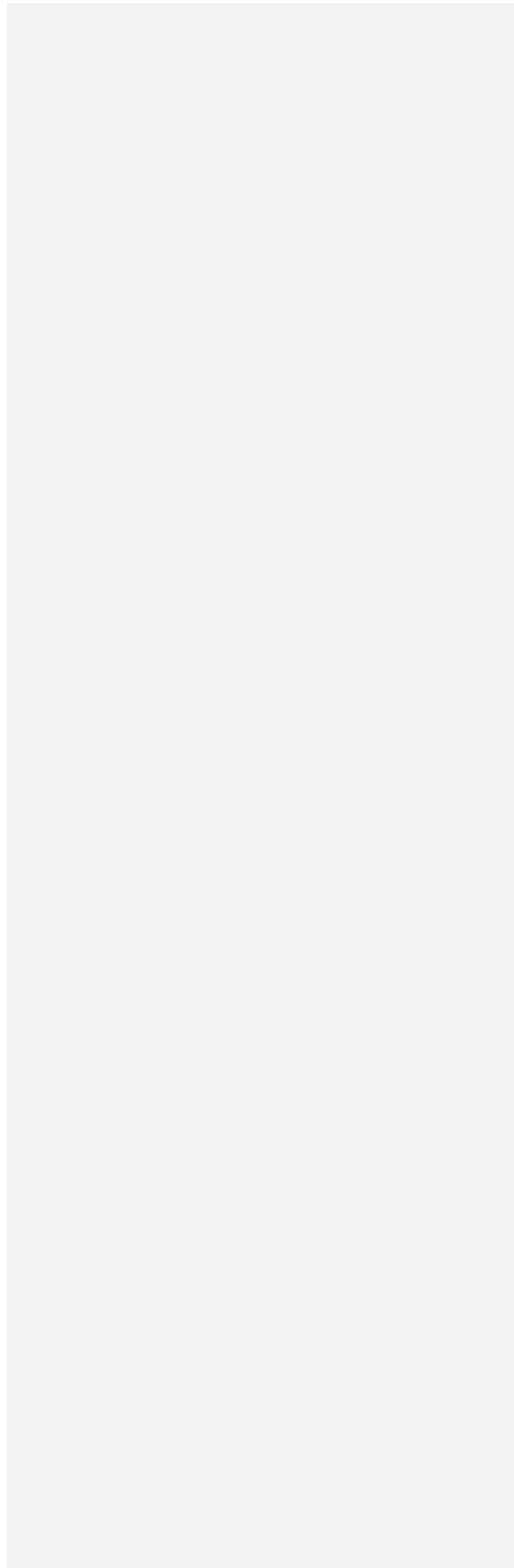


EXHIBIT B

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 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 (e.g., 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.