

MASTER SCHOOL SERVICES AGREEMENT

THIS MASTER SCHOOL SERVICES AGREEMENT (“**Agreement**”) is made as of this _____ day of _____, 2021, by and between School Model Support, LLC dba Athlos Academies, an Idaho limited liability company (“**Provider**”), and Athlos Louisiana dba Athlos Academy of Jefferson Parish, a Louisiana non-profit corporation (hereinafter “**Organization**”) (together, the “**Parties**” and each a “**party**”).

RECITALS

WHEREAS, Organization desires to contract with Provider to operate an open-enrollment charter school (the “**School**”) authorized by the Louisiana Board of Elementary and Secondary Education (the “**Charter**”);

WHEREAS, Provider developed and owns an educational concept and program called “Athlos Academies” and provides, among other things, educational curriculum, performance character, health and fitness programs, and school management services to schools across the United States. As part of this educational concept, Provider has entered into agreements with various outside parties to provide content, services and value to the Organization (the “**Outside Vendors**”) to provide, among other things, educational services, physical education programs, and management services;

WHEREAS, Organization desires to obtain Provider’s services to develop educational excellence based on Athlos Academies’ school and curriculum design, and management principles, pursuant to the terms hereof, and Provider is able and willing to provide the services as hereinafter set forth;

WHEREAS, Provider and Organization have entered into a Trademark License Agreement which provides the schools the right to use Provider’s name and logo;

WHEREAS, the Organization and Provider acknowledge and agree that, in accordance with Applicable Law (as defined below), the Board of Directors of the Organization (the “**Board**”) has the primary responsibility and ultimate authority for the operations of the School, is the governing authority of the School, and may carry out any act and ensure the performance of any function that is in compliance with the Charter, any policy statements and guidance issued by the Louisiana Department of Education; the Louisiana Constitution; the Individuals with Disabilities in Education Act; the Family Educational Rights and Privacy Act; and other applicable federal, state or local statutes, ordinances, and regulations; implementing regulations of such laws; executive orders; common law; and other guidelines, policy statements, and rulings applicable to Louisiana public charter schools (collectively, “**Applicable Law**”); and;

WHEREAS, Organization’s Board desires to engage Provider to perform services related to Provider’s educational program, operations and support services, described herein as permitted by the Charter and Applicable Law.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and for other good and valuable consideration the sufficiency of which is hereby acknowledged, Organization and Provider (together, the “**Parties**” and each a “**Party**”), do hereby agree as follows:

- 1) **ENGAGEMENT**. Organization hereby engages Provider on the terms and conditions hereinafter set forth to provide the Services (as defined below) and Provider hereby agrees to provide the Services to Organization pursuant to the terms hereof.

2) **TERM.** Organization agrees to engage Provider for a five-year term, commencing on Commencement Date (defined below).

3) **DUTIES OF PROVIDER.** At Organization's request, Provider shall provide the following services (collectively, the "Services"):

a) Athlos Employees. Provider will employ the Executive Director(s) to provide continual education and administrative support from the Effective Date through June 29, 2022. Organization shall reimburse Provider for the costs of this employee. On or after June 30, 2022, Organization may elect to employ the Executive Director at its own expense. In the event Organization elects to employ the Executive Director(s), Provider shall continue to provide the duties set forth in this Section 3. As used herein, Executive Director shall refer to the senior-most on-campus school official, regardless of whether that persons or persons job title is Executive Director, Principal, School Leader or such other title as may be used.

(1) ***Executive Director Selection.*** The Parties shall follow the Executive Director Search Process, attached hereto as Exhibit 1, to identify and select the Executive Director.

(2) ***Executive Director Job Performance.***

a. **Annual Performance Evaluations.** The Executive Director will receive an annual performance evaluation based on a research-based rubric that contains specific feedback and includes progress collected at quarterly performance reviews in a written report.

i. The annual performance evaluation will include an evaluation submitted by Organization's Board of Directors, utilizing the rubric provided by Provider.

ii. The Executive Director evaluation report will be shared with Organization's Board once a year.

b. The Provider will provide monthly updates to the Organizations' Board on the Executive Director's performance. The updates shall include any material concerns regarding the performance of the Executive Director and shall take place at the monthly meetings of the Organization's Board.

c. If the Executive Director is placed on a performance plan, improvement plan or other remedial plan, the Organization's Board shall be provided with a copy of the plan and Provider shall provide updates on the Executive Director's compliance with the plan at the Board's monthly meetings.

(3) ***Executive Director Costs.*** On an annual basis, the Board shall approve all costs associated with the Executive Director, as set forth above, that will be reimbursed by Provider consistent with Section 3(a) above, as a budget line item.

(4) ***Provider's Services.*** In the event Organization's Board develops concerns regarding Provider's services, or if Provider develops concerns regarding the performance of the Executive Director, the Parties agree to follow the Notice of Concern Process, attached hereto as Exhibit 2.

(5) ***Feedback to Provider.*** Organization shall be provided a mechanism to offer feedback to Provider, as set forth in Exhibit 3, attached hereto.

(6) ***Termination of Executive Director while Employed by Provider.*** At all times while the Executive Director is an employee of Provider, Provider shall retain the right to place the Executive Director on administrative leave, at Provider's discretion. However, Provider shall not terminate Executive Director without first consulting with the Organization's Board and providing the Board with an opportunity to vote in favor of or against the proposed termination. The vote of the board shall only be advisory and shall not be binding upon Provider. This subsection shall not apply if Organization elects to employ the Director pursuant to Section 3(a).

b) Academics.

(1) Athlos Curriculum. Provide a Health Body, Prepared Mind, and Performance Character curriculum (collectively, "**Athlos Curriculum**");

- i. Provide onsite and remote Athlos Curriculum training and consulting;
- ii. Ensure alignment with State standards;

(2) Training. Ongoing training related to:

- i. Coordinate professional development training of the School for the Athlos Curriculum for use by school personnel;
- ii. Provide professional development tools and materials for the Athlos Curriculum;
- iii. Assist with professional learning community implementation;
- iv. Assist with teacher and school leader support and development; and
- v. Host leadership workshops for school leaders to attend.

(3) Educational Material. Assist with the textbooks, educational material and curriculum selection;

(4) Performance Assessment Plan. Assist Organization with a student performance assessment plan;

c) Athlos Analytics. Access to Athlos Analytics, which provides a platform for student assessment, data collection, and curricular resources.

d) Board of Director Support and Training. Ongoing training and support of the Board of Directors, including coordination of agendas, collection of board meeting materials, and posting public notice of meetings;

e) Board of Director Reporting. Create and provide on a monthly basis reports on implementation progress, key deliverable dates, timelines, and assess performance of both Parties.

f) Communications/Marketing.

(1) Ongoing Enrollment. Consultation and assistance with the creation and review of marketing materials, as well the recruitment plan and support, for the purpose of ongoing student enrollment and retention;

(2) External Communications. Assist with communications to ensure student, parents, and

the community are well-informed.

- (3) Website and Social Media. Annual website renewal, oversight and assistance with website and social media content management.
 - (4) Branding. Provide brand guide and logos.
 - (5) Events. Assist with community events and engagement.
- g) Financial Services and Reporting. Provider shall provide back-office and accounting services, including payroll, accounts receivable, accounts payable, and other necessary accounting functions; provided, however, Provider shall provide full disclosure and access to such records as Organization may reasonably require.
- h) Operational Support Services.
- (1) Transportation and traffic management. Support and assistance in identifying, contracting for, and managing transportation and traffic management solutions.
 - (2) Human resources. Ensure proper implementation of staff hiring procedures, employee onboarding aligned with the Athlos educational model, and proper human resource documentation procedures.
 - (3) Facility maintenance. Assist with matters related to facility maintenance.
 - (4) State reporting. Ensure that school data and state reports are submitted timely and accurately.
 - (5) Handbook development and revisions. Oversee the development, revision, and ongoing management of procedure handbooks, including the employee handbook and family handbook.
 - (6) Student record management. Maintain accurate student records in school's student information system.
- 4) **DUTIES OF THE ORGANIZATION**. Throughout the duration of this Agreement, Organization shall be responsible for the following:
- a) Conduct and attend monthly Board of Director's meeting;
 - b) Adopt, review, and comply with all school policies;
 - c) Allow Provider access to school assessment and data records that enable Provider to assess performance of the school and program performance. Organization agrees to cooperate with Provider's periodic requests for information and in Provider's annual accreditation review;
 - d) Refrain from disparaging Provider or Organization to third parties or interfering with Provider's existing or prospective contractual relationships.
- 5) **ACCREDITATION**. Provider has established an Accreditation Rubric (attached hereto as Exhibit 4 which sets forth the minimum standards required to be met in order for Organization to qualify for accreditation. Accreditation determinations shall be at Provider's sole discretion.
- a) Reduced Services Fee. Upon Organization's successful accreditation, Organization may elect to assume responsibility for the duties set forth in Sections 3(g), Financial Services and

Reporting, and/or 3(h), Operational Support Services, (together, the “Optional Organization Services”) in exchange for a reduced Services Fee as set forth in Section 8 below.

- b) Annual Accreditation Review. Provider shall be entitled to conduct a comprehensive accreditation review on an annual basis prior to the start of the following school year. Additionally, Provider reserves the right to monitor, inspect, audit Organization throughout the school year to ensure ongoing compliance with accreditation standards. Organization agrees to provide access to records and cooperate with Provider in conducting performance reviews.
- c) Failure to Maintain Accreditation Standards. If, at any time following Provider’s accreditation determination, including, but not limited to the annual accreditation review, Provider determines that Organization no longer meets the accreditation standards set forth in the Accreditation Rubric, Provider shall give Organization notice pursuant to the Notice of Concern Process set forth in Exhibit 2 hereto. If Provider determines that the deficiencies detailed in the Notice of Concern Process have not been adequately resolved (or are not reasonably likely to be resolved by the end of the current school year), Provider may elect to reassume responsibility for any Optional Organization Services for the following school year at the pre-accreditation Services Fee rate set forth herein.
- d) Immediate Reassumption of Optional Organization Services by Provider. Provider may immediately reassume responsibility for the Optional Organization Services in the event the Charter issues a notice of concern to Organization or if, in Provider’s judgment, cancellation or breach of the Organizations charter appears imminent.

6) MAINTENANCE OF FINANCIAL, EMPLOYMENT AND STUDENT RECORDS.

The School records shall be maintained as follows:

- a) Financial Records. Organization and Provider will maintain accurate financial records pertaining to the operation of the school and retain these records as required by the applicable laws and regulations. All the financial records retained by Provider pertaining to Organization will be available to Organization, and to all other appropriate regulatory authorities for inspection and copying at the Organization’s facilities upon request, it being understood that in most cases such copies will be made available within thirty (30) business days. Provider, and its respective officers, directors, employees and designated agents are hereby authorized to serve as agents of the Organization, and agree to maintain the proper confidentiality of such records as required by law and the Charter.
- b) Student Records. Organization and Provider will maintain accurate student records pertaining to students enrolled in the School as is required and in the manner provided by the Charter, applicable laws and regulations. Organization and Provider will have access to the student’s physical and electronic records. During the term of this Agreement, Organization may disclose confidential information and data to Provider, its employees, officers and designated agents to the extent provided by law and the Charter. Organization and Provider will maintain the proper confidentiality of such records and information as required by law and the Charter, including provisions of the Family Educational Rights and Privacy Act (“FERPA”). Provider, and its respective officers, directors, employees and designated agents are hereby authorized to serve as agents of the Organization, having a legitimate educational interest in the program and its students for purposes of the FERPA such that they are jointly and severally entitled to access the educational records of

the program for all purposes related to FERPA.

- c) Employment Records. Organization and Provider will maintain accurate employment records pertaining to the School as is required and in the manner provided by the Charter, and applicable laws and regulations. Organization and Provider will maintain proper confidentiality of such records as required by the Charter and applicable law. The employee records will be available at the Organization's physical facility. Provider, and its respective officers, directors, employees, and designated agents are hereby authorized to serve as agents of the Organization, and agree to maintain the proper confidentiality of such records as required by applicable laws and the Charter.
- d) Access to Records. The Board and Provider shall be entitled at any time with reasonable notice to inspect the financial, employee, student records and other business records pertaining to Organization.

7) **TERMINATION.**

- a) Termination by Organization. Organization may terminate this Agreement with cause in the event that Provider fails to remedy a material breach within ninety (90) days after notice from Organization, or such longer period as may be necessary to cure the breach or default. A material breach includes, but is not limited to, a breach or default by Provider to provide the Services in a manner sufficient for Organization to operate the School in compliance with the terms and conditions of this Agreement, failure to account for its expenditures or pay operating costs, or a violation of law. Organization agrees to follow the Notice of Concern Process requirements set forth in Exhibit 2 hereto.
- b) Termination by Provider. Provider may terminate this Agreement with cause in the event that Organization fails to remedy a material breach within ninety (90) days after notice from Provider, or such longer period as may be necessary to cure the breach or default. A material breach includes, but is not limited to, failure by Organization to pay amounts due under this Agreement, unreasonable failure to meet performance standards, or Organization has otherwise materially breached its obligations under this Agreement.
 - (1) In order to effectively implement the Athlos Curriculum, Provider will supply training and make periodic visits to assist the School with the implementation of the program. As a part of such training, Provider will make periodic written summaries relating to suggestions of improvement. Provider understands and acknowledges that the Board has final authority over the delivery of any curriculum utilized in a School. However, if Provider's assessments reveal (in Provider's discretion) that the Athlos Curriculum is being delivered in a way that is causing detriment to, and/or the dilution of, Provider's brand and reputation, Provider may terminate this Agreement with a ninety (90) day notice to Organization. The notice shall trigger provisions of Section (f) below for that particular School.
- c) Termination upon Loss of Charter. If the State (i) revokes, does not renew, or materially changes a Charter, or (ii) Organization has been informed in writing that a Charter will be revoked or will not be renewed; or (iii) Organization is no longer funded by the State of Louisiana or the funding from the State of Louisiana has been reduced to an amount whereby Organization is unable to meet its obligations under this Agreement, then either Party may, upon thirty (30) days written notice terminate this Agreement as to the affected terminated School(s) without penalty, further obligation or liability of any kind to either Party. The event shall trigger provisions of Section (f) below for

that particular School.

- d) Termination by Mutual Consent. This Agreement may be terminated by the mutual written consent of both Parties without penalty. Such termination shall be effective at such time, and upon such other terms as set forth in the written consent. Except as otherwise agreed by the Parties in writing, termination does not relieve Organization of any obligations for payments outstanding to Provider as of the date of termination. Other obligations of either Party may specifically continue and survive termination as provided in this Agreement.
 - e) Termination of Trademark and Intellectual Property. Any termination for Services at a School shall result in a termination of the Trademark License Agreement and related intellectual property for such School.
 - f) Removal of Program. Upon a termination as provided herein, or where the term is not subsequently extended by Organization, Organization shall:
 - (1) Remove Provider's trademark and usage of the name Athlos Academy (or approved variation) from the School, its trade dress and materials; remove any reference to the Outside Vendors; and eliminate all Outside Vendor program(s) (if implemented);
 - (2) Cease using the Athlos Curriculum and related professional development tools/materials, or any similar form thereof, and return all marketing-related materials to Provider;
 - (3) Return fixtures and equipment for the athletic curriculum (Schedule 1 to the School Master Services Agreement dated [INSERT DATE]) to Provider;
 - (4) Terminate the use of Athlos school uniforms and gym uniforms;
 - (5) Forfeit use of Athlos-related website; the use of Athlos-related domain name; forfeit use of all Athlos-related electronic functions and/or services; and forfeit access to business partnership discounts; this forfeiture shall not apply to any electronic records that Organization is required to maintain and preserve in order to comply with any applicable laws or regulations;
 - (6) Forfeit the use of proprietary policies, processes, guides and handbooks; this forfeiture shall not apply to documents that Organization is required to maintain and preserve in order to comply with any applicable laws or regulations. This forfeiture shall not apply to any non-proprietary policies, processes, guides or handbooks, including, but not limited to, any policies, processes, guides or handbooks developed, in whole or in part, by Organization.
 - (7) Organization shall comply with the terms of this Section no later than ninety (90) days after Provider's receipt of such notice of termination, and shall submit compliance verification audit ninety (90) days following termination.
- 8) **SERVICES FEE.** In consideration for the Services, Provider shall receive a "Services Fee" equal to twelve percent (12%) of local, state, and federal gross revenues per year, payable in monthly installments. Payment shall be determined in accordance with United States generally accepted accounting principles which are consistently applied.

- a) Services Fee Commencement. The Services Fee shall commence on [INSERT DATE] (“Commencement Date”), with the first payment due no later than [INSERT DATE].
 - b) Accreditation Fee Reduction. Upon successful accreditation, the base Services Fee shall be reduced to nine percent (9%) of local, state, and federal gross revenues per year.
 - c) Optional Organization Services Fee Reduction. If, upon successful accreditation, Organization elects to assume responsibility for the Optional Organization Services, Organization shall be entitled to an additional two percent (2%) Services Fee reduction for assumption of the services set forth in Section 3(g), Financial Services and Reporting, and another two percent (2%) reduction for assumption of the services set forth in Section 3(h), Operational Support Services. If accreditation is revoked, Provider will reassume responsibility for all Optional Organization Services and the Services Fee will revert back to twelve percent (12%). The aforementioned two percent reductions refer to two percent of annual local, state, and federal gross revenues. Accordingly, if Organization assumes responsibility for all Optional Organization Services, the Services Fee shall be reduced to five percent (5%) of local, state, and federal gross revenues per year.
 - d) Monthly Installments. The Services Fee shall be paid in 12 monthly installments. The Monthly Installments shall be payable monthly in arrears on the last day of the following calendar month. For example, payment for the month of October shall be due no later than November 30.
 - e) Late Payment Fee. Organization agrees that any payments received after the due date shall include a five percent (5%) late fee assessment.
 - f) Reasonableness. The Parties hereto acknowledge and agree that as of the date of this Agreement, the Services Fee payable to Provider is reasonable, necessary and fair market value compensation for services rendered; and upon payment of the fee to Provider, those revenues become the sole property of Provider and are no longer the State of Louisiana public funds.
 - g) Other. The Services Fee is the only compensation or other payments, independent of any Promissory Note as previously discussed, to which Provider will be entitled hereunder. Provider shall be responsible for all of its own costs and expenses necessary to fulfill its obligations under this Agreement, including, but not limited to, compensation, travel expenses, and other benefits payable to any Provider employees. Additionally, should Organization elect to assume responsibility for any Optional Organization Services following accreditation, Organization shall be responsible for its own costs and expenses necessary to fulfill its obligations in carrying out such duties.
- 9) **NOTICES.** All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by facsimile, by United States Mail or by United States Express Mail or other established express delivery service (such as Federal Express) or by certified mail, postage or delivery charge prepaid, return receipt requested, addressed to the appropriate Party at the address set forth below:
- a) If to Provider: School Model Support, LLC dba Athlos Academies
918 W. Idaho Street, Suite 240
Boise, Idaho 83702-7153
ATTN: Legal Department
Phone: (208) 509-4000

Fax: (208) 376-8523

- b) If to Organization: **[INSERT SCHOOL INFORMATION]**
 - c) 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. A copy of any Notice provided by Provider shall also be given to the person serving as Chairman of the Board of Organization at the time that such notice is given. All notices given shall be deemed given upon receipt; and
 - d) For the purpose of this Agreement, the term “receipt” shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified above as shown on the return receipt and/or facsimile confirmation, (ii) the date of actual receipt of the notice or other document by the person or entity specified above, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of non-delivery by the sending Party.
- 10) **NON-DISCLOSURE/NON-COMPETITION.** Organization agrees to treat this Agreement confidentially and shall not disclose the terms contained herein except as required law. In the event of a breach, Organization understands that such breach may result in immediate, great, irreparable and continuing harm and damage to Provider for which there is no adequate remedy at law. Organization further agrees that for a period of five years following the termination of a School from this Agreement, Organization shall not open a new program in that School, or open a new school facility within a radius of ten (10) miles of the School, which incorporates or attempts to incorporate any program which is similar or deceptively similar to the Athlos Academy, or its programs, including programs provided by Outside Vendors. In the event Organization breaches this Agreement, Provider shall be entitled to obtain, from any court of competent jurisdiction, a temporary restraining order and preliminary and permanent injunctive relief, without the necessity of posting bond, to enforce the terms of this paragraph, in addition to any and all monetary damages allowed by law.
- 11) **MISCELLANEOUS.**
- a) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Idaho.
 - b) Mediation. The Parties agree to negotiate in good faith in an effort to resolve any dispute related to this Agreement that may arise within forty-five (45) days of the other party’s receipt of such notice of dispute. If the dispute cannot be resolved by negotiation, then the Parties will submit the dispute to mediation before resorting to binding arbitration or litigation and will equally share the costs of a mutually acceptable third-party mediator. This paragraph survives termination of this Agreement. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction. In the event a dispute is submitted to litigation, that litigation shall be determined by a judge, and each party waives its right to a jury trial.
 - c) Counsel Sought. Each Party acknowledges that (i) the Party was advised or represented by counsel in connection with the negotiation, preparation, revision and execution of this Agreement; (ii) before executing this Agreement, the Party discussed the Agreement with the Party’s counsel and became fully informed of the terms, contents, conditions and effect of this Agreement; (iii) the Party is legally competent, as well as fully qualified and authorized to execute this Agreement; (iv)

in executing this Agreement, the Party is not relying on any warranty, statement, promise or representation of any kind that has been made to the Party by any other Party, or by legal counsel for any other Party or anyone acting for another Party in any capacity, except as expressly stated in this Agreement; (v) each Party expressly disclaims reliance upon any facts, promises, warranties, undertakings, or representations, whether express or implied, by any other Party, or its agents or legal counsel as consideration for this Agreement, except for the explicit provisions of this Agreement; (vi) the Party has relied solely on the Party's own judgment and/or the advice of the Party's counsel in executing this Agreement; (vii) the Party understands the terms, contents, conditions, and effect of this Agreement, and voluntarily accepts the Agreement in its entirety; and (viii) each Party has executed this Agreement of its own free will as a free and voluntary act, without any duress, coercion or undue influence exerted by or on behalf of any person or entity.

- d) Severability. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.
- e) Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.
- f) 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.
- g) Entire Agreement. This Agreement contains the entire agreement between the Parties, but only as concerns the specific matters addressed herein. Furthermore, this Agreement supersedes any and all prior or contemporaneous agreements and any and all prior or contemporaneous negotiations, warranties, discussions or representations, whether oral or written, and this Agreement is subject to modification, waiver, or addition only by means of a writing signed by the Party to be charged.
- h) Successors and Assigns. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors, beneficiaries, administrators, and permitted assigns.
- i) Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which together will constitute one and 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.
- j) Time is of the Essence. Time is of the essence for any and all conditions, obligations and other requirements of this Agreement.

IN WITNESS HEREOF, Organization and Provider have caused this Agreement to be executed as of the day and year first above written.

PROVIDER:	ORGANIZATION:
School Model Support, LLC dba Athlos Academies, an Idaho limited liability company By: _____ Name: Title: Date:	Athlos Louisiana dba Athlos Academy of Jefferson Parish, a Louisiana non-profit corporation By: _____ Name: Title: Date: