

AGREEMENT

This Agreement is entered into by and between the Advocates for Arts-Based Education Corporation ("AABE"), a Louisiana non-profit corporation that acts as the charter operator for the Lusher Charter School ("Lusher") and The Administrators of the Tulane Educational Fund, a Louisiana non-profit corporation and institution of higher education ("Tulane").

WHEREAS, pursuant to Louisiana state law, AABE chartered a K-12 school through the Orleans Parish School District ("OPSD") in October 2005 with the assistance of Tulane;

WHEREAS, Lusher accepted all of the children of Tulane affiliates in the spring semester 2006, thus assisting in Tulane's recovery from Hurricane Katrina;

WHEREAS, AABE and Tulane have operated in partnership since January 2006 and which was memorialized in a written agreement that expired on June 30, 2011;

WHEREAS, AABE desires to obtain the continued cooperation and assistance of Tulane in the development and ongoing operation of Lusher;

WHEREAS, in furtherance of its mission of education and research, Tulane desires to continue to assist AABE with the development and operation Lusher;

WHEREAS, AABE and Tulane would like to renew their existing relationship in writing;

NOW, THEREFORE, in consideration of the foregoing premises, AABE and Tulane agree as follows:

1. Space in Lusher K-12 Program for Children of Full-Time Tulane Employees and Graduate and Professional Students.

Lusher will reserve spaces for qualified children of full-time Tulane employees, graduate students and professional students ("Tulane Affiliates") on the following basis:

(a) Definitions.

(i) "children" shall mean biological or adopted dependents of Tulane Affiliates or for whom a Tulane Affiliate is the child's legal guardian.

(ii) "qualified" shall mean meeting the requirements (including, for example, district residency, minimum CWAS test scores, and meeting application deadlines) applicable to a similarly situated student who is not the child of a Tulane Affiliate. Lusher will give reasonable consideration in terms of meeting application deadlines for otherwise qualified children of Tulane Affiliates recruited to Tulane after the normal application deadlines.

(b) Space for New Students. Each academic year, the Lusher K-12 Program will make available for qualified children of Tulane Affiliates one-half of the spaces in each grade

available for community applicants (attendance district and siblings have first claim to spaces in kindergarten)

(c) Right to Remain. Children of Tulane Affiliates, who are admitted to Lusher through this agreement shall be entitled to remain at Lusher even if their parents or legal guardians are no longer Tulane Affiliates with the following exceptions:

(i) The parent or legal guardian, who was a Tulane employee as the basis for being a Tulane Affiliate, leaves the employment of Tulane in less than twelve (12) months, unless termination of employment is due to medical disability or death.

(ii) The parent or legal guardian, who was a Tulane full time graduate student or full time professional student, leaves his or her graduate or professional program without earning the degree for which he or she was enrolled.

(c) Procedure. In February of each year, Lusher shall provide Tulane a written list of children seeking admission as new students to Lusher for K through 12 and who, on their application, have identified themselves as children of Tulane full-time employees and full-time graduate and professional students. Tulane shall, in a timely fashion, confirm to Lusher whether or not this information is accurate. If more qualified children of Tulane Affiliates apply than can be accommodated pursuant to provisions 7(b), Lusher will determine which qualified children to admit, through its normal admissions criteria.

2. Professional Development School. The parties agree to continue the current relationship between Lusher and Tulane's Teacher Preparation and Certification Program in which Lusher serves as a Professional Development School ("PDS"). The goal of the continuing PDS relationship between Tulane and Lusher is two-fold: (a) providing access for Tulane students to an award-winning, working public school and (b) allowing the Lusher faculty and staff to stay abreast of and implement current university research and trends in education.

Several programs are already in place between Tulane and Lusher to help achieve these goals. Tulane students in the Teacher Certification Program spend time in classrooms and with the faculty of Lusher for field experiences, practicum opportunities, student contact hours, staff development, and volunteer opportunities. Lusher faculty members often spend time outside of their normal school day to meet with Tulane students to help realize the potential of these experiences. Tulane students and Lusher faculty members help implement educational theories and observe how these affect day-to-day classroom practice. Lusher faculty members work with Tulane students as adjunct professors, teaching Tulane courses. Tulane faculty members work with Lusher faculty members through professional development to educate the Lusher faculty members on current research and trends in pedagogy and curriculum in education.

3. Opportunity for Lusher Juniors in Their Second Semester and Seniors To Take Tulane Courses.

(a) Minimum Number. Each year, during the term of this Agreement, Tulane shall make available to qualified Lusher students not less than (i) fifty (50) Summer School spaces, (ii) thirty (30) spaces in the Fall semester and (iii) thirty (30) spaces in the Spring semester in certain Tulane courses ("Tulane Courses").

(b) Cost. Lusher students will pay no tuition or fees to enroll in Tulane Courses. Lusher students will be responsible for purchasing required course materials and paying course-specific fees.

(c) Qualifications. In order to enroll in Tulane Courses, Lusher students must:

- i. Be classified as a second semester junior or a senior under Lusher rules at the time of enrollment; and
- ii. Have a cumulative grade point average of not less than 3.2 as of the end of the last semester for which grades are available; and
- iii. Have received a score of not less than:
 - (1) 1200 on the SAT, or
 - (2) 25 on the ACT, or,
 - (3) if the student has not yet taken the SAT or ACT, 120 (2 parts) or 180 (3 parts) on the PS AT.

Tulane, at its option, shall be entitled to require Lusher to present evidence that a student wishing to take Tulane Courses meets these qualifications.

(d) Procedure. Prior to March 31 for Summer School, July 31 for the Fall semester, and October 31 for the Spring semester, Lusher shall select and provide to Tulane in writing, a list of Lusher students who meet the qualifications set forth in (b) above for enrollment in the available spaces and the course interests of these students, based on Tulane Courses scheduled to be taught. Tulane will use reasonable efforts to make spaces available to meet identified course interests, but will not be obligated to displace any regularly-enrolled Tulane student. Any Lusher student wishing to take an advanced course will have to meet Tulane's normal requirements for entrance into such course. If Tulane is unable to make spaces available for all of the Lusher students' identified course interests, Tulane will notify Lusher of the Tulane Courses in which the remaining available spaces exist (to meet the minimums set forth in (a) above) and Lusher shall be responsible for matching the unaccommodated students with the available spaces. Lusher shall designate an individual at Lusher who shall act as the liaison for this process and will be responsible for all academic advising of the Lusher students.

(d) Credit: Nature of Admission. Any Lusher student earning a grade of C- minus or better in a Tulane Course will receive Tulane credit for the course. Tulane gives no assurance that any other institution of higher education at which a Lusher student matriculates will

accept these credits toward the degree progress of such student. The parties recognize that the above represents a "special admission" to Tulane and does not constitute admission for a full course of study or any degree program, and does not assure admission for same. The admission to Tulane courses shall be through the Tulane School of Continuing Studies.

4. Admission of High School Students to Tulane. Tulane will guarantee admission to Lusher students who have:

- (a) Received a standardized test score at the 90th percentile or higher nationwide;
- (b) Achieved a rank in the top 10% of the Lusher high school graduating class or have a cumulative grade point average of not less than 3.75 based on an unweighted four point scale;
- (c) Completed, or will complete prior to graduation, the recommended secondary school program for students seeking admission to Tulane;
- (d) Never been suspended, dismissed or expelled from school;
- (e) No prior college or university attendance after high school graduation; and
- (f) Submitted their completed application for admission to Tulane by January

All other Lusher applicants will be considered for admission on a case-by-case basis pursuant to Tulane's standard admissions criteria.

5. Financial Aid for Lusher Students Admitted to Tulane. Tulane recognizes that financial aid will be a necessary prerequisite of attendance at Tulane for many Lusher students. As a result, Tulane will give preferential consideration to Lusher graduates and provide a financial aid package consisting of all the funds from all the sources for which the student qualifies. The amount of aid offered will depend upon the student's demonstrated need (using whatever needs analysis methodology is then approved by the federal government) and the funds available to Tulane.

6. Use of Tulane Facilities; Admission to Tulane Events. Subject to availability, Tulane will provide:

(a) Space for Parents Meetings. During the Fall semester of each academic year, meeting space adequate to allow Lusher to hold up to three (3) meetings of prospective Lusher parents and students.

(b) Library Services. Through the Howard-Tilton Memorial Library ("HTML") Tulane will provide:

(i) Technical advice regarding the configuration of space and services of the Lusher high school library. Development of a library collection shall be the responsibility of secondary school librarians who are most knowledgeable about age- and grade-appropriate library materials;

(ii) Technical advice regarding systems connectivity between the Lusher high school library and HTML. This connectivity will ensure access by Lusher faculty and high school students (grades 9-12) to HTML's catalogs and collections.

(iii) Technical advice regarding the creation of an electronic classroom at Lusher where information literacy programs would be held.

(iv) HTML instructional librarians to serve as resources for Lusher librarian(s) and faculty regarding information literacy for Lusher high school students. Instruction for Lusher librarians will be held in HTML's Center for Library User Education or on-site at the Lusher high school library. Within the confines of HTML's resources, consideration will be given to having HTML instructional librarians provide information literacy instruction directly to Lusher high school students in conjunction with Lusher faculty and librarian(s).

(v) Access to HTML staff development and curriculum development materials for Lusher faculty.

(vi) Access and borrowing privileges for Lusher faculty and high school students. Lusher faculty and high school students will be issued HTML borrowing cards. Within the confines of HTML's resources, consideration will be given to the development of a delivery system between HTML and the Lusher high school library for library materials. (Physical access to HTML by Lusher high school students may be restricted during the periods immediately preceding and during Tulane final exams or in accordance with university policy.)

(c) Admission to Athletic Events. Tulane will provide a reasonable number of tickets to Tulane athletic events to Lusher for distribution Lusher high school students. Tulane will provide Lusher with a schedule of home athletic contests. Lusher will develop a mechanism for determining the student demand for tickets. Subject to venue and cost constraints, Tulane will attempt to meet this demand.

(d) Access to Other Facilities. Tulane will discuss with Lusher any other facility needs that Lusher may have to enhance its educational program on either a short term or long term basis (e.g. pools and auditoriums). Subject to the sole discretion of Tulane and compliance with Tulane's requirements for insurance coverage, Tulane may provide those facilities at a reduced cost.

7. Administrative Assistance with Facilities Renovation Process. On AABE's written request, Tulane will provide administrative assistance to AABE in the renovation or refurbishment of the Lusher facilities. This assistance may include preliminary assessment of facilities, development of a Request for Proposals based on AABE's desired renovation or refurbishment objectives, and advice regarding the management of contractors and other service providers and is subject to the independent review and assessment by AABE. The parties agree, that should Tulane give the assistance and advice set forth in this paragraph, and subject to the limitations in Civil Code Article 2004, AABE shall assume the risk for the administrative assistance and advice and Tulane will have no liability to AABE for any problem arising from any renovation or refurbishment of the Lusher facilities that is based on that assistance or advice. Further, should any contractor performing such renovation or refurbishment file suit against Tulane based on that assistance or advice, AABE will defend Tulane in such suit and indemnify and hold Tulane harmless for any loss caused by that assistance or advice.

8. Fundraising. AABE and Tulane will cooperate on mutually-agreed fundraising efforts in support Lusher.

9. Exclusivity. Other than noted below, for a period not to exceed five (5) years following the effective date of this agreement, neither the AABE nor Tulane shall enter into any agreement, arrangement or relationship substantially similar to, competitive with, and that would reasonably be expected to have a material adverse effect on, such party's performance with respect to the activities covered by this agreement.

(a). As to Paragraph 2, there is no exclusivity.

(b). As to Paragraph 3, Tulane, at its discretion, may extend the right of juniors in their second semester and seniors from 1) Edna Karr High School; 2) New Orleans Charter Science & Math Academy; 3) New Orleans Charter Science & Math High School; and 4) O. Perry Walker Senior High School to take courses for free at Tulane if they meet the same qualifications set out Paragraph 3.

10. Term of the Agreement. The term of this agreement shall be for five (5) years beginning July 1, 2011. At the end of this term, this agreement shall terminate unless the parties agree in writing that it should be renewed for an additional period.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates set forth below.

Advocates for Arts-Based Education

The Administrators of the Tulane Educational Fund

Blaine LeCesne, President

Scott S. Cowen, President

Dated: _____

Dated: _____