

TYPE 2 CHARTER SCHOOL TEN YEAR RENEWAL CONTRACT

THIS AGREEMENT is a Charter School Contract, authorized pursuant to Louisiana Revised Statutes, Title 17, Chapter 42, made this 10TH day of SEPTEMBER, 2007, by and between the Louisiana Board of Elementary and Secondary Education ("BESE") and the Belle Chasse Academy, Inc ("Charter Operator")

WHEREAS, the "Charter School Demonstration Programs Law," La R S 17 3971 *et seq*, authorizes experimentation in the creation of innovative kinds of independent public schools for pupils,

WHEREAS, the Louisiana Legislature has expressed its intention to provide a framework for such experimentation by the creation of such schools. a means for persons with valid ideas and motivation to participate in the experiment, and a mechanism by which experiment results can be analyzed, the positive results repeated or replicated, if appropriate, and the negative results identified and eliminated,

WHEREAS, the Louisiana legislature has further stated its intention that the best interests of at-risk pupils shall be the overriding consideration in implementing the provisions of the Charter School Demonstration Programs Law,

WHEREAS, the purposes of the Charter School Demonstration Programs Law are to provide opportunities for educators and others interested in educating pupils to form, operate, or be employed within a charter school designed to accomplish the following objectives, namely: (1) to improve pupil learning and, in general, the public school system, (2) to increase learning opportunities and access to quality education for pupils, (3) to encourage the use of different and innovative teaching methods and a variety of governance, management, and administrative structures, (4) to require appropriate assessment and measurement of academic learning results, (5) to account better and more thoroughly for educational results, and (6) to create new professional opportunities for teachers and other school employees, including the opportunity to be responsible for learning programs at the school site,

WHEREAS, BESE finds that the Charter School's application is valid, complete, financially well-structured, educationally sound, and offers potential for fulfilling the purposes of the Charter School Demonstration Programs Law,

WHEREAS, BESE is authorized, pursuant to La R S. 17 3971 *et seq*, to execute Charter contracts authorizing the operation of charter schools,

WHEREAS, BESE granted a charter to the Belle Chasse Academy, Inc on June 28, 2001, with its fifth year in operation concluding on June 30, 2006,

WHEREAS, the Belle Chasse Academy, Inc is currently operating a Type 2 Charter School, as defined in La R S. 17 3973(2)(b).

WHEREAS, BESE has granted a ten (10) year renewal of the Charter to the Belle Chasse Academy, Inc on June 21, 2007, subject to certain conditions

The parties hereto, intending to be legally bound by the terms and conditions set forth herein, enter into the following Agreement

AGREEMENT

SECTION 1: ESTABLISHMENT OF SCHOOL

1.1 Parties

- 1.1.1 This Charter Contract is entered into between the Belle Chasse Academy, Inc and its Board of Directors ("Charter Operator") and BESE for the purpose of operating Belle Chasse Academy (the "Charter School")
- 1.1.2 The person authorized to sign on behalf of BESE is the President of BESE.
- 1.1.3 The person authorized to sign on behalf of the Charter Operator is Robert W Farnsworth ("Charter Representative") who is the Chair/President of the Board of Directors of the Belle Chasse Academy, Inc
- 1.1.4 Incorporated as **Exhibit A** herein and by reference is a true and correct copy of the initial Application/Proposal and the Request for Ten-Year Renewal ("Application") of the Charter Operator that was relied upon by BESE in developing this Agreement. The Application includes a list of assurances which is an integral part of this contract
- 1.1.5 The Charter Representative affirms as a condition of this Charter Contract, that he/she is the above-described representative of the Charter Operator and has authority to sign this Charter Contract on behalf of the Charter Operator. Attached hereto as **Exhibit A 1** and incorporated herein by reference, is a copy of a resolution of the Board of Directors of the Belle Chasse Academy, Inc authorizing the individual listed above to sign documents, including this Charter Contract, on behalf of the Charter Operator
- 1.1.6 Charter Operator affirms, as a condition of this Charter Contract, that the nonprofit corporation is duly authorized according to the laws of the State of Louisiana. The Charter Operator certifies that all contracts obligating the charter school have been and will be undertaken by the Charter Operator as a nonprofit corporation and failure to act strictly as a nonprofit corporation shall be grounds for rescission of its charter
- 1.1.7 Charter Operator affirms, as a condition of this Charter Contract, that the nonprofit corporation has a Board of Directors, whose members receive no compensation other than reimbursement of actual expenses incurred while fulfilling duties as a member of such a Board.
- 1.1.8 Charter Operator affirms, as a condition of this Charter Contract, that no more than twenty (20) percent of the members of the Charter Operator's Board of Directors shall be members of the same immediate family, as defined in La. R S 42:1102(13)

1 2 Location The Charter Operator shall provide educational services, including the delivery of instruction at the following location(s)

100 5th Street/NAS JRB
Belle Chasse, LA 70037

1 3 Facility The Charter Operator shall maintain either ownership of, a lease for, or other suitable agreement covering the use of all facilities, and shall ensure that the facilities comply with all state and local health and safety standards and other applicable laws, regulations, and rules

1 3 1 The Charter Operator shall provide a copy of the lease, purchase agreement and or facility agreement upon request by BESE and/or the Department of Education

1 3 2 In the event that an adequate Facility Agreement and/or necessary certificates and permissions are not in place at any time, the Charter Operator may not provide instruction at the facility. In such event, BESE reserves the right to enforce its revocation rights set forth herein

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SECTION 2: OPERATION OF SCHOOL

- 2 1 Mission Statement The Charter School's Mission Statement, as contained in the Application, is approved by BESE to the extent that it is consistent with the principles of the Charter School Demonstration Programs Law, La R S 17 3971 *et seq*
- 2 2 Purpose The Charter Operator shall provide educational services according to the educational standards established by law, the Charter Contract and the Charter Application/Proposal, measure pupil progress toward stated goals, and participate in pupil assessments required by law, regulation, and BESE policy The Charter Operator shall manage the charter school in a financially prudent manner and provide BESE with timely and accurate reporting
- 2 3 Governance
- 2 3 1 The Charter Operator and its members individually are responsible for complying with and carrying out the provisions of this Agreement, including compliance with applicable laws and regulations and all reporting requirements
- 2 3 2 The Charter Operator will adopt by-laws for the charter and operate in accordance with such by-laws The Board of Directors of the Charter Operator shall consist of no less than five (5) members
- 2 3 3 Each member of the Charter Operator shall complete and submit to BESE a Disclosure of Financial Interest and Conflict of Interest Form ("Financial Disclosure"), incorporated in this Agreement as **Exhibit B** and an Affirmation of Eligibility to Serve ("Board Affirmation"), incorporated in this Agreement as **Exhibit C** These documents shall be submitted by each new Charter Operator board member within thirty (30) days of appointment The Financial Disclosure shall be submitted by each board member on or before August 1 of each year after initial submission following appointment
- 2 3 4 The Charter Operator shall establish as a part of its by-laws for the charter and abide by a formal conflict of interest policy that is consistent with applicable law including, but not limited, to the Louisiana Code of Governmental Ethics.
- 2 3 5 Meetings of the Charter Operator and any committee or subcommittee thereof shall be conducted in accordance with the Louisiana Open Meetings Law, La R.S 42 4 1, *et seq*
- 2 3 6 The Charter Operator and its members individually are responsible for the sound fiscal management of the Charter School This provision shall not be construed to give rise to personal liability of individual board members in instances where the law would not impose such personal liability
- 2 3 7 The Charter Operator shall be the final authority in matters affecting the Charter School, including, but not limited to, staffing, financial accountability, and curriculum

- 2.3.8 Should the Charter Operator propose to enter into a contract with another entity to manage the Charter School, the Charter Operator shall submit a copy of the proposed contract to BESE for its approval. The Charter Operator also agrees to submit any other information requested by BESE regarding the management arrangement, including but not limited to, a description of the managing company, with identification of its principals and their backgrounds. The Charter Operator shall not enter into a management contract without BESE approval. The Charter Operator must meet the requirements set forth in the Education Service Provider Contract Requirements, incorporated into this Agreement as **Exhibit D**. A copy of the management contract approved by BESE shall be incorporated into this Agreement as **Exhibit D.1**.
- 2.3.9 Non-assignability. No right or interest in this Charter Contract shall be assigned by anyone on behalf of the Charter Operator without prior written approval of BESE and delegation of any contractual duty of the Charter Operator shall not be made without prior written approval of BESE. A violation of this provision shall be grounds for immediate termination of this Charter Contract and revocation of Charter.
- 2.4 Age, Grade Range; Number of Students. The Charter Operator shall provide instruction to pupils in such grades and numbers in each year of operation under the Agreement as described in the Charter Operator's Application and any amendments thereto and as is reflected in the Enrollment Projection Table incorporated into this Agreement as **Exhibit E**.
- 2.4.1 The Charter Operator may make reasonable modifications within the grade levels approved in the Charter Application as to the number of students in any particular grade, and number of students within a class to accommodate staffing exigencies and attrition patterns, but may not without written permission eliminate a grade that the Charter School was scheduled to serve.
- 2.5 Student Recruitment and Enrollment. The School Enrollment Policies and Procedures attached as **Exhibit E.1** must be used as guidance in the creation and modification of the School Recruitment and Enrollment Plan. Enrollment in the school shall be conducted pursuant to the School Recruitment and Enrollment Plan, which was developed by the Charter Operator and which must be in compliance with the School Enrollment Policies and Procedures and applicable state law. In all cases, student recruitment and enrollment decisions shall be made in a nondiscriminatory manner and without regard to race, color, creed, national origin, sex, marital status, religion, ancestry, disability, or need for special education services.
- 2.6 School Calendar, Hours of Operation. The days and hours of operation of the Charter School shall not be less than the minimum required by La. R.S. 17:3996(B)(4).
- 2.7 Attendance. Attendance of students at the Charter School shall be in compliance with Louisiana's compulsory attendance law.
- 2.8 Student Handbook. The Charter Operator shall implement a Student Handbook which was developed by the Charter Operator and incorporated into this Agreement as **Exhibit F** and which must be in compliance with applicable federal and state laws. The Charter Operator's Student Handbook shall include the Student Code of Conduct and Discipline Management Plan.

- 2 9 Pupil Progression Plan The Charter Operator shall implement a Pupil Progression Plan that is adopted in compliance with applicable law and state regulation. The Charter Operator may adopt the Pupil Progression Plan of the Parish School Board in the District in which it is located or it may adopt a School-Specific Pupil Progression Plan, which must be in compliance with applicable law and state regulation. The Charter Operator's Pupil Progression Plan shall be incorporated into this Agreement as **Exhibit G**
- 2 10 Student Welfare and Safety The Charter School shall comply with all applicable federal and state laws, concerning student welfare, safety and health, including but not limited to, state laws regarding the reporting of child abuse, accident prevention and disaster response, and any state regulations governing the operation of school facilities
- 2 11 Nonsectarian Status The Charter School shall be nonsectarian in its programs, admission policies, employment practices, and all other operations
- 2 12 Evaluation The Charter Operator's performance shall be evaluated annually in conformance with the Framework for Evaluation of Louisiana Charter Schools ("Evaluation Framework") incorporated herein as **Exhibit H** For purposes of contract extension, renewal, revocation decisions, and other evaluations of the Charter School's performance, BESE will rely primarily on the performance standards set forth in the Evaluation Framework and BESE policy and regulation
- 2 13 Curriculum The Charter Operator shall have the authority and responsibility for refining the design and implementation of its educational program, subject to the conditions of this Agreement, in a manner that is consistent with state law, including but not limited to requirements regarding content standards
- 2 14 Student Records
- 2 14 1 The Charter Operator shall comply with any and all record-keeping requirements of BESE and state law and regulation and shall provide to BESE any reports necessary for BESE to meet its reporting obligations Student records include, but are not limited to, immunization records, class schedules, records of academic performance, disciplinary actions, attendance, standardized test results, and documentation required under federal and state law regarding the education of students with disabilities
- 2 14 2 The Charter Operator shall comply with the Family Educational and Privacy Rights Act (FERPA), 20 U.S.C.A. §1232g
- 2 14 3 If this Charter Contract is terminated, the Charter is revoked or surrendered, or the school otherwise ceases to operate, all student records shall be immediately transferred to BESE or BESE's designee. The Charter Operator shall supply in a timely manner all reports, test results, and other information that are required under this Agreement, state law, and BESE policy and regulations
- 2.15 Reporting
- 2 15 1 The Charter Operator shall timely supply all reports, test results and other

information that are required under this Agreement, state law and BESE policy and regulations

2 15 2 The Charter Operator agrees to submit all reports and other information in the manner prescribed by BESE. which may include the use of a document storage and management system and an oversight and compliance management system

2 15 3 The Charter Operator shall provide a report at the end of each semester to parents of pupils enrolled in the school, the community and BESE indicating progress towards meeting the performance objectives as stated in the Evaluation Framework

2 16 Assessment of Pupil Performance and Procedures for Corrective Action The Charter Operator shall perform all student testing required by state and federal law and BESE policy and regulations, including but not limited to, those of the federal No Child Left Behind Act The Charter Operator will implement the plan for assessment of pupil performance. administration of state-wide assessments, and procedures for corrective action contained in the Application and/or required by state law and BESE policy. Any material changes to these provisions may be made only with the approval of BESE The Charter Operator agrees to implement any testing requirements necessary to meet the Charter School's and BESE's respective policies under applicable provisions of federal and state law

2 17 Education of Students with Disabilities The Charter Operator will comply with the applicable requirements of federal and state law and BESE policy concerning the education of children with disabilities, including the requirements of the Individuals with Disabilities Act, 20 U S C §1401 *et seq* , and related provisions of the School Enrollment Policies and Procedures (Exhibit E.1) Pursuant to La R S 17 3996(C) the Charter School serves as the local educational agency ("LEA") for the purposes of any special education funding or statutory definitions

2 18 Volunteer Requirements Any requirement that parents commit a number of volunteer hours shall be subject to a waiver process that considers individual family circumstances The Charter Operator shall not condition the enrollment of any student on the commitment of the student's parents to provide any number of volunteer hours or on otherwise donating volunteer hours to the Charter School.

2 19 Oversight Authority BESE shall have broad oversight over the Charter School pursuant to La. R S 17 3981 All records established and maintained in accordance with the provisions of this Agreement, BESE policies and/or regulations, and federal and state law shall be opened to inspection by BESE or its designees

2 20 Site Visits The Charter Operator shall allow representatives from BESE, the Louisiana Department of Education, the Louisiana Legislative Auditor, law enforcement officials, contracted evaluators, or any other federal, state or local regulatory agency to visit the school site at any time to inspect operations and performance and to ensure compliance with all applicable laws and regulations, the terms of this Agreement, and the terms of state and federal grants. During such site visits, the Charter Operator shall allow the visiting officials full and immediate access to its financial and educational records, reports, files, and documents of any kind

- 2 21 Production of Documents Representatives of the Charter Operator or the administrator of the Charter School shall produce all documentation requested by BESE, the Louisiana Department of Education, the Louisiana Legislative Auditor, law enforcement officials, contracted evaluators, or any other federal, state, or local regulatory agency within three business days of a request. The production of documents requested pursuant to this provision shall be distinguished from requests for documents made during site visits.
- 2 22 Attendance Required of Charter Operator and/or its Employees
- 2 22 1 Members and employees of the Charter Operator shall attend all training sessions required by BESE or the Department of Education.
- 2 22 2 The Charter Operator shall attend all meetings in which BESE requests its presence. These meetings shall include, but are not limited to, meetings with BESE staff, BESE committee meetings, and Board meetings.
- 2 23 Health and Safety The Charter Operator shall provide appropriate health services and protections consistent with applicable law.
- 2 24 Non-Discrimination
- 2 24 1 The Charter Operator agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the Americans with Disabilities Act of 1990.
- 2 24 2 The Charter Operator agrees not to discriminate in its employment practices and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.
- 2 24 3 Any act of discrimination committed by the Charter Operator or its agents, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this contract.
- 2 25 Notification Requirements
- 2 25 1 The Charter Operator shall immediately notify BESE of any conditions that may cause the school to vary from the terms of its approved charter or from state law or BESE requirements.
- 2 25 2 The Charter Operator shall immediately notify BESE of any circumstances requiring the closure of the Charter School including, but not limited to, a natural disaster, such as a hurricane, tornado, storm, flood or other weather related event, other extraordinary emergency, or destruction of or damage to the school facility.
- 2 25 3 The Charter Operator shall immediately notify BESE of the arrest of any members of the Charter's Board of Directors, employees, contractors, subcontractors, or any person directly or indirectly employed by the Charter Operator for a crime listed in La. R.S. 15:587 I(C) or any crime related to the misappropriation of funds or theft.

- 2 25 4 The Charter Operator shall immediately notify BESE of a default on any obligation related to the Charter School, which shall include debts for which payments are past due by sixty (60) days or more
- 2 25 5 The Charter Operator shall immediately notify BESE of any change in its standing with the Louisiana Secretary of State's office
- 2 25 6 The Charter Operator shall immediately notify BESE if its enrollment decreases by ten percent or more compared to the most recent pupil count submitted to the Department of Education and/or BESE.
- 2 26 Compliance with Applicable Law The Charter Operator shall comply with all federal and state laws and regulations applicable to charter schools and all requirements imposed by BESE policy and regulation. The Charter Operator shall conform, in all respects, with the educational standards contained in its Application/Proposal and Charter Contract

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SECTION 3: SCHOOL FINANCIAL MATTERS

3.1 Funding

- 3.1.1 Prior to the beginning of each new fiscal year, the Charter Operator shall report enrollment projections for the upcoming school year in the manner prescribed by BESE and/or the Department of Education
- 3.1.2 The Louisiana Department of Education will calculate state funding pursuant to La R S 17 3995 and federal funding pursuant to formulas developed by the Division of Education Finance. All such calculations shall be consistent with the Charter School Fiscal Oversight Policy ("Fiscal Oversight Policy") effective at the time of execution of this Charter Contract, attached as **Exhibit I**. The Charter Operator shall remain subject to any amendments to the Fiscal Oversight Policy subsequent to the execution of this Charter Contract
- 3.1.3 Monthly state per pupil funding will be transferred to the Charter Operator not later than the 25th of each month. The Charter School will report student, staff and financial information in the manner prescribed by BESE and allocations may be adjusted during the year as necessary to reflect the actual student count, staff count and prior year local revenues
- 3.1.4 The Charter Operator acknowledges that each year initial funding will be based on the projected student enrollment and projected dollar per pupil. The amount of funding will be adjusted throughout the school year to reflect actual pupil counts, the results of any audits, and the final dollar per pupil
- 3.1.5 The continuation of this Charter Contract is contingent upon a legislative appropriation or allocation of funds necessary to fulfill the requirements of the Charter Contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Charter Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Charter Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
- 3.1.6 No liability shall accrue to BESE, the Louisiana Department of Education, the State of Louisiana or any political subdivision of the state, should the events described in 3.1.4 occur. Neither the State of Louisiana, nor BESE, nor the Louisiana Department of Education, shall be obligated or liable for any future payments or for any damages as a result of termination under 3.1.4
- 3.1.7 Notwithstanding the foregoing, the Charter Operator acknowledges that BESE may, at its discretion, withhold funds to charter schools that do not submit requested data by designated deadlines to Board staff, the Louisiana Department of Education, and the evaluators contracted by BESE until such time as the required information is provided pursuant to La R S 17 3981. BESE Policy

adopted December 9, 1999, and any other applicable policy

3 2 Financial Accounting and Reporting

3 2 1 The Charter Operator shall be responsible for the Charter School's operation, including the preparation of a budget. The Charter Operator shall comply with the provisions of La R S 39 1301 through 1315 (Local Government Budget Act) and shall submit a budget directly to the State Superintendent of Education ("Superintendent") in a manner and at the times prescribed in the Fiscal Oversight Policy. The Division of Education Finance shall determine the date for annual budget submission required by this Paragraph.

3 2 2 The Charter Operator shall comply with all rules, guidelines, and regulations adopted by BESE prescribing forms and practices for budgeting, accounting, and financial reporting including, but not limited to, those prescribed in the Fiscal Oversight Policy.

3 2 3 The Charter Operator agrees to submit any amended budgets or other requested financial documents according to the guidelines developed by the Division of Education Finance and BESE regulation.

3 2 4 The Charter Operator shall conduct an annual independent audit and submit it to the Louisiana Legislative Auditor, with copy to BESE and the Louisiana Department of Education, Division of Education Finance, said audit to be conducted by a certified public accountant in accordance with La. R S 24-513 *et seq.*, and La R S 17 3996(F), the cost of which shall be borne by the Charter Operator.

3 2 5 The Charter Operator shall maintain records in a manner that reflects compliance with this Charter Contract and generally accepted accounting principles. The Charter Operator is subject to appropriate financial audits in accordance with La R S 24 513 *et seq.* and La R S 17 3996(F).

3 3 Tuition and Fees The Charter Operator shall not charge any pupil tuition or an attendance fee of any kind.

3 4 Financial and Operational Records All records of the Charter School are subject to inspection and production as set forth in this Agreement and as required by the Louisiana Public Records Act. If this Agreement is terminated, the Charter is revoked or surrendered, or the school otherwise ceases to operate, the possession of all records of the school shall be immediately transferred to BESE.

3 5 Assets

3 5 1 Any assets acquired by the Charter Operator are the property of the Charter School for the duration of this Agreement and any renewal of the Agreement. If this Agreement is terminated, the charter is revoked or surrendered or the school otherwise ceases to operate, all assets purchased with any public funds shall automatically revert to full ownership by BESE.

- 3 5 2 If the Charter School fails to open and serve pupils or closes for any reason, the Charter Operator shall return to the state all equipment and refund all cash on hand attributable to state funding to the state. If the Charter School fails to open and serve pupils or closes for any reason, the Charter Operator shall return all equipment and refund all cash on hand attributable to federal funding to the appropriate division within the Department of Education or other federal funding source.
- 3 5 3 The Charter Operator shall maintain records of any assets acquired with any private funds that remain the property of the Charter Operator. If the Charter Operator's accounting records fail to clearly establish whether a particular asset was purchased with public funds or private funds, ownership of the asset will revert to BESE.
- 3 5 4 The Charter Operator shall maintain a complete and current inventory of all school property. The Charter Operator shall update the school property inventory quarterly.
- 3 5 5 The Charter Operator shall be responsible for adequately safeguarding all assets purchased with any public funds and shall produce evidence of such upon request by BESE or its designee.
- 3 6 Insurance. The Charter Operator shall provide and maintain such insurance as will protect the Charter Operator from claims under Worker's Compensation Acts, including but not limited to the Louisiana Workers' Compensation Act, and any other claims for damages or personal injuries including death that may arise from operations under this Agreement, whether such operation be by the Charter Operator directly or by any subcontractor, or by anyone directly or indirectly employed by either of them. Material revisions to the terms of the Insurance plan may be made only with the approval of BESE and the Board of Directors of the Charter School. Without limiting any obligations or liabilities of the Charter Operator under this Agreement, the Charter Operator shall provide and maintain during the course of this Agreement, at its sole cost and own expense, without reimbursement, minimum insurance coverage as follows:
- 3 6 1 Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Charter Operator's employees, and employers' liability insurance with a minimum limit of \$100,000. Comprehensive General Liability insurance with a minimum combined single limit of \$1,000,000 each occurrence.
- 3.6 2 Comprehensive Automobile Liability insurance with a combined single limit for bodily injury and property damage or not less than \$1,000,000 each occurrence with respect to the school's owned, hired or non-owned vehicles. assigned to or used in performance of the services offered by the school.
- 3 6 3 Property Insurance for buildings being used by the Charter Operator to fulfill the purposes of this contract and any contents purchased by the Charter Operator with state or federal funds. The property insurance obtained by the Charter Operator

shall provide BESE or the State of Louisiana with the ability to file a claim for any loss of property purchased with state or federal funds

3 6 4 Errors and Omissions Liability Insurance conforming to the following requirements

- i Errors and Omissions Liability Insurance shall cover the Charter Operator for those sources of liability arising out of the rendering or failure to render professional services in the performance of this agreement, including all provisions regarding financial management and indemnification
- ii The insurance shall be subject to a maximum deductible not to exceed \$10,000 per claim.
- iii The minimum limits to be maintained by the Charter Operator shall be no less than \$1,000,000 per claim/annual aggregate

3 6 5 As evidence of compliance with the insurance required by this Charter Contract, the Charter Operator shall annually provide BESE with current certificates of insurance signed by an authorized representative of the insurer(s) The certificates shall evidence that policies providing the required coverage, conditions and limits are in full force and effect

3 7 Qualified and Competent Business Professional

3 7 1 The Charter Operator shall ensure that a Qualified and Competent Business Professional produces all financial and accounting information and reporting required by this Charter Contract, state law and BESE policy and regulation, except the required annual audit, which must be performed by an independent auditor

3 7 2 The Qualified and Competent Business Professional shall be responsible for validating all inventory reports submitted to BESE by the Charter Operator

3 7 3 The Qualified and Competent Business Professional shall affix his or her signature to every document he or she prepares, thereby validating its authenticity as his or her work product All documents and reports submitted pursuant to this Paragraph shall contain the signature of the Qualified and Competent Business Professional, thereby affirming that the information contained therein is true and accurate

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SECTION 4: PERSONNEL

- 4 1 Employment Matters The Charter Operator shall employ and contract with necessary personnel. It shall implement a personnel policy that addresses such issues as hiring of personnel, terms of employment, and compensation consistent with that contained in the Application. The parties agree that teachers and other staff employed by the Charter Operator are not employees of BESE. The Charter Operator shall complete and submit to BESE the Collective Bargaining Option Form, incorporated herein as **Exhibit J**. The Charter Operator shall also complete and submit to BESE the Teachers' Retirement System of Louisiana Option Form incorporated herein as **Exhibit K**.
- 4 2 Instructional Providers The Charter Operator shall employ or otherwise utilize in instructional positions only those individuals who are credentialed in accordance with applicable federal and state law, rules and regulations, including the federal No Child Left Behind Act.
- 4 3 Paraprofessionals Paraprofessionals employed by the Charter School shall meet all credentialing requirements imposed by applicable federal and state law, rules, and regulations, including the federal No Child Left Behind Act.
- 4 4 Criminal History Review
- 4 4 1 No person who has been convicted of or has pleaded *nolo contendere* to a crime listed in La. R.S. 15:587 I(C) shall be hired by a public charter school or public school system for a position of supervisory or disciplinary authority over school children unless approved in writing by a district judge and the district attorney of the parish. For the purposes of this paragraph, any person employed to provide cafeteria, transportation, janitorial, or maintenance services by any person or entity that contracts with a school or school system to provide such services shall be considered to be hired by the Charter School.
- 4 4 2 No person employed or otherwise associated with the Charter School, including any contact person listed on the Charter School application or any member of the management board, who has been convicted of or has pleaded *nolo contendere* to a crime related to misappropriation of funds or theft shall be engaged in direct processing of Charter School funds.
- 4 4 3 The Charter Operator shall adhere to all policies/procedures adopted by BESE concerning criminal history review for public school employees, as well as other persons associated with the Charter School who are engaged in direct processing of Charter School funds.
- 4 4 4 A criminal history review through the Louisiana Department of Public Safety and Corrections, Office of State Police, Bureau of Criminal Identification, shall be conducted. The criminal history review shall include a fingerprint check and simultaneous FBI check. All costs associated with the criminal history review shall be the responsibility of the entity granted the charter, although the Charter Operator may assign the responsibility to those persons undergoing the criminal history review.

SECTION 5: CONTRACT TERM, RENEWAL & REVOCATION

5 1 Ten-Year Term BESE has granted the Charter Operator a ten (10) year renewal of its charter pursuant to La. R S 17:3992(A)(1) This Charter Contract shall be effective from the expiration of the Charter Operator's fifth year of operation as of June 30, 2006, for a period of ten (10) fiscal years through June 30, 2016, unless this Charter is revoked, rescinded, surrendered, or otherwise deemed invalid prior to that date

5 2 Renewal Upon completion of the Charter School's tenth year of operation pursuant to this Charter Contract and fifteenth year of total operation, this Charter Contract may be renewed at the discretion of BESE, pursuant to the Charter School Evaluation Framework, incorporated as **Exhibit H** and applicable provisions of Title 17, Chapter 42, of the Louisiana Revised Statutes and BESE policy and regulation

5 3. Revocation As provided by law, this Charter Contract may at any time be terminated and the Charter revoked upon a determination and affirmative vote by a majority of BESE members that the Charter Operator, its board members, officers, or employees did any of the following

- Committed a material violation of any of the conditions, standards, or procedures provided for in the approved Charter,
- Failed to meet or pursue within the agreed timelines any of the academic or other educational results specified in the approved Charter,
- Failed to meet generally accepted accounting standards of fiscal management, or
- Violated any provision of law applicable to a charter school, its officers, or employees

5 3 1 This Charter Contract may be terminated immediately and the Charter revoked if BESE determines that the health, safety, or welfare of the students is threatened BESE must provide written notice of termination, which shall include its findings and basis for termination The termination and revocation shall be effective upon receipt of the Notice of Termination by the Charter Operator

5 3 2 This Charter Contract may be terminated by BESE and the Charter revoked for any of the following reasons

- Mismanagement of public funds;
- Failure to retain facilities.
- Insufficient enrollment to meet financial obligations,
- Failure to provide records on demand, or
- Failure to comply with requests made by auditors, law enforcement officials or any other regulatory agencies

BESE must provide written Notice of Termination The termination and revocation shall be effective upon receipt of the Notice of Termination by the Charter Operator

5 4 Dissolution The Charter Operator shall within one year of the effective date of this Agreement have adopted an approved dissolution plan ("Dissolution Plan")

5 4 1 In the event that the Charter School should cease operations for any reason, including termination of this Agreement, surrender, revocation or non-renewal of the Charter, or dissolution of the non-profit corporation, the Board of Directors of the Charter School shall have direct responsibility for carrying out the dissolution of the school and disposition of assets in accordance with the Dissolution Plan and applicable law BESE shall, at its discretion, have authority to supervise, oversee or direct the dissolution of the business and affairs of the charter school

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SECTION 6: MISCELLANEOUS

6 1. Entire Agreement The Charter Operator and BESE intend this Agreement, including all of the attachments, to represent a final and complete expression of their contract, which shall be considered the School's Charter, except that the parties recognize that amendments to this Agreement may be approved occasionally hereafter. All prior representation, understandings, and discussions are merged herein, and no course of prior negotiations between the parties shall supplement or explain any terms used in this document

6 2. Notice Any notice required or permitted under this Agreement shall be in writing and shall be effective immediately upon personal delivery (subject to verification of service or acknowledgment of receipt) or three (3) days after mailing when sent by certified mail, return receipt requested, and postage prepaid, to the following:

In case of the Charter Operator

President or Chair of Board of Directors

Mr Robert W Farnsworth
451 Iona Street
Metairie, Louisiana 70005

In case of BESE

Executive Director
Board of Elementary and Secondary Education
P O Box 94064
Baton Rouge, LA 70804

6 3. Indemnification and Disclaimer of Liability

6 3 1 The parties acknowledge that the Charter Operator is not acting as the agent of, or under the direction and control of BESE, except as required by law or this Agreement and that BESE does not assume liability for any loss or injury resulting from the acts or omissions of the Charter School, its directors, trustees, agents or employees, or

6 3 2 The Charter Operator acknowledges that it is without authority to extend the faith and credit of BESE to any third party. The Charter Operator shall clearly indicate to vendors and other entities and individuals outside BESE that the obligations of the Charter Operator under agreement or contract are solely the responsibility of the Charter Operator and are not the responsibility of BESE

6 3 3 The Charter Operator shall defend, indemnify, and hold harmless the State of Louisiana, BESE, the Louisiana Department of Education, its officers, directors, agents and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including, but

not limited to, attorneys' fees and/or litigation expenses which may be brought or made against or incurred by the State, BESE, or the Louisiana Department of Education on account of any action of the Charter Operator, its employees, agents, or assigns. The provisions or limits of insurance required under this contract shall not limit the liability of the Charter Operator.

- 6.3.4 This Agreement is not an employment contract. No officer, employee, agent, or subcontractor of the Charter Operator or the School is an officer, employee, or agent of BESE, the Louisiana Department of Education, or the State of Louisiana.
- 6.3.5 The parties acknowledge that neither BESE, nor the Department of Education, nor the State of Louisiana are liable for the debts or financial obligations of the Charter Operator or the Charter School.
- 6.3.6 The parties acknowledge that, pursuant to La. R.S. 17:3993, BESE and its members individually are immune from civil liability for any damages arising with respect to all activities related to the operation of any type of charter school they may authorize as a chartering authority.
- 6.4 Waiver The parties agree that either party's failure to insist on strict performance of any term or condition of this Agreement shall not constitute a waiver of that term or condition, even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 6.5 Assignment No right or interest in this Agreement shall be assigned by anyone on behalf of the Charter Operator without prior written approval of BESE and delegation of any contractual duty of the Charter Operator shall not be made without prior written approval of BESE, which approval may be given or withheld at the sole discretion of BESE. A violation of this provision shall be grounds for immediate termination of this Agreement and revocation of the Charter.
- 6.6 Applicable Law This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana and all applicable federal laws of the United States.
- 6.6.1 The parties intend that where this Agreement references federal or state laws, that they be bound by any amendments to such laws upon the effective date of such amendments.
- 6.6.2 The Charter Operator shall comply with all federal and state laws and regulations applicable to Type 2 charter schools, all requirements imposed by BESE policy and regulation. The Charter Operator shall conform, in all respects, with the educational standards contained in its Application and this Agreement.
- 6.7 Severability The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition, and the remainder of the Agreement shall remain in effect unless otherwise terminated by one or both of the parties.

6 8 No Third Party Beneficiary The enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved by BESE and the Charter Operator. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other person. It is the express intent of the parties to this Agreement that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

6 9 Counterparts, Signature by Facsimile This Agreement may be signed in counterparts, which shall together constitute the original Contract. Signatures received by facsimile by either of the parties shall have the same effect as original signatures.

6 10 Material Amendment Any Material Amendment to this Agreement shall be effective only with approval of both BESE, or its designee, and the Charter School's Board of Directors. Any amendment to this Charter Contract shall be effective only if approved by the Charter Operator's Board of Directors at a public meeting. The proposed amendment must be submitted to BESE in writing and accompanied by a resolution of the Board of Directors within five (5) days of adoption. A Material Amendment shall not become effective and the Charter Operator shall not take action or implement the changes requested in the amendment until the amendment is approved by BESE.

6 10 1 The Charter Operator shall submit any proposed Material Amendment to BESE in accordance with guidance to be promulgated by BESE.

6 10 2 Changes to the Agreement that constitute Material Amendments include, but are not limited to, the following:

- Changes in management, including assignment or changes in Education Service Provider,
- Changes in the school's mission,
- Changes in grade levels served,
- Changes in school location (change of site and/or adding or deleting sites),
- Changes in the school calendar affecting the number of days of instruction,
- Changes in admission criteria,
- Changes in Special Education procedures,
- Changes in curriculum or methodology, and
- Changes in Student Enrollment (Enrollment in excess of 120% of the total number of students set forth in the Charter Operator's Charter Application.)

6 11 Non-Material Amendment A Non-Material Amendment of this Agreement may be made effective by the Charter Operator through written notification to BESE.

6.11 1 The Charter Operator will notify BESE of any proposed Non-Material Amendment in accordance with guidance to be promulgated by BESE.

6 11 2 A Non-Material Amendment will be effective ten (10) days following notification unless BESE notifies the Charter Operator that it objects to the proposed Amendment.

6 11 3 Non-Material Amendments to the Agreement include, but are not limited to, the following

- Changes to the mailing address, telephone, and/or fax number of the Charter School,
- Changes to the contact person located at the Charter School site,
- Changes to the Charter School Recruitment and Enrollment Plan, and
- Amendments to the Charter Operator's by-laws
- Change in membership of the Charter Operator's Board of Directors that exceeds 60% or more of its members within any six (6) month period

6 12 Other Amendments The Charter Operator shall report to BESE any Amendment to this Charter Contract not specifically listed in Paragraphs 6 10 2 or 6 11 3 and a determination will be made as to whether the amendment constitutes a material amendment requiring BESE approval as set forth in Paragraph 6 10

6 13 Order of Precedence In the event that any part of Exhibit A (the Charter Operator's Application/Proposal and Request for Ten-Year Renewal) conflicts with any provision in Sections 1 through 6 of this Charter School Contract and/or with Exhibits B through K, the provisions of this Charter School Contract and Exhibits B through K shall take precedence over Exhibit A

REMAINDER OF PAGE INTENTIONALLY BLANK

Considering the foregoing and that the Charter Operator's ten-year renewal has been approved by the Louisiana State Board of Elementary and Secondary Education, a charter, as set forth in the Charter Operator's Application/Proposal and Request for Ten-Year Renewal, as conditioned by state law, BESE regulations, and this Charter Contract. is hereby extended

LOUISIANA STATE BOARD OF ELEMENTARY AND SECONDARY EDUCATION:

By: Linda M. Johnson 10/22/11
LINDA JOHNSON DATE

CHARTER OPERATOR:

By: Walter F. ... 9/10/07
CHAIR/PRESIDENT DATE

TABLE OF EXHIBITS

Exhibit A	Application of the Charter Operator
Exhibit A 1	Resolution of the Board of Directors
Exhibit B	Financial Disclosure
Exhibit C	Board Affirmation
Exhibit D	Education Service Provider Contract Requirements
Exhibit D 1	Education Service Provider Contract
Exhibit E	Enrollment Projection Table
Exhibit E 1	Student Enrollment Policies and Procedures
Exhibit F	Student Handbook
Exhibit G	Pupil Progression Plan
Exhibit H	Evaluation Framework
Exhibit I	Charter School Fiscal Oversight Policy
Exhibit J	Collective Bargaining Option Form
Exhibit K	Teachers' Retirement System of Louisiana Option Form

CHARTER SCHOOL CONTRACT: EXHIBIT B

FILING FOR CALENDAR YEAR _____ DATE RECEIVED _____

**Disclosure of Financial Interest and Conflict of Interest
By A Charter School Governing Board Member**

Each member of a charter school governing board shall file a "Disclosure of Financial Interest and Conflict of Interest" form covering the period for the preceding calendar year within 30 days after becoming a member of such a board and on or before August 1 of each year thereafter

1 Name (print) _____

2 Position on board (i.e., chair, treasurer, committee chair, etc.) _____

Term Begins _____ Term Expires _____

3 Home address _____

4 Business address _____

5 Daytime phone _____ 5 Email _____

6 Name of charter school _____

7 Are you an employee of the school? _____

8 Are you a member of a city, parish or other local school board? _____

If yes, state position held and jurisdiction served _____

9 Are you an elected public official? _____

If yes, state position held, jurisdiction served and appointment date _____

10 Do any members of your immediate family currently serve on the same charter school governing board? _____

If yes, state family member name(s) and relationship _____

11 Identify each charter school located in the state of Louisiana in which, during the previous calendar year, you and/or an immediate family member had a financial interest. If there were no such schools, write "none"

School Name	School Address	Financial Interest (describe)	Member and/or Immediate Family (name)

12 Identify each charter school located in any other state in the United States in which, during the previous calendar year, you and/or an immediate family member had a financial interest. If there were no such schools, write "none"

School Name	School Address	Financial Interest (describe)	Member and/or Immediate Family (name)

13 Identify each individual, business, corporation, union, association, firm, partnership, committee, proprietorship, franchise, holding company, joint stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with any charter school and in which, during the previous calendar year, you and/or your immediate family member had a financial interest. If there were no such organizations, write "none"

Organization Name	Organization Address	Financial Interest (describe)	Member and/or Immediate Family (name)

Signed under the penalties of perjury.

Signature

Date

File original with

Louisiana Board of Elementary and Secondary Education (BESE)
Suite 5-190
1201 North 3rd Street
Baton Rouge, Louisiana 70802

ATTN: Executive Director

CHARTER SCHOOL CONTRACT: EXHIBIT C

**Affirmation of Eligibility to Serve
by a Charter School Governing
Board Member**

FILING FOR CALENDAR YEAR _____ DATE RECEIVED _____

I, _____, am a charter school governing board member

I understand that, by law, the restrictions below apply to any and all members of a charter school governing or management board in Louisiana

Members of a Louisiana charter school board are prohibited from receiving compensation other than reimbursement of actual expenses while fulfilling duties as a board member

Members of a Louisiana charter school board are prohibited from employment, in any manner, by the charter school whether directly through the school or indirectly as an employee of an educational management or service organization with which a charter school contracts for services

Not more than twenty percent of the members of any governing board of a charter school may be members of the same immediate family, as defined by R S 42 1102(13)

Members of a Louisiana charter school board are subject to the Code of Governmental Ethics, R S 42 1101 et seq

I understand the above restrictions on my service as a charter school board member and aver that I am currently eligible to serve as a board member consistent with these restrictions

In addition, in the event that a conflict arises between my service and these restrictions, I pledge to notify the charter school board immediately and to resign my position on the board unless, within thirty (30) days, such conflict can be resolved to the satisfaction of the charter school board and the Louisiana Board of Elementary and Secondary Education

Signed under penalty of perjury

Name	Date
------	------

File original with
 Louisiana Board of Elementary and Secondary Education (BESE)
 Suite 5-190
 1201 North 3rd Street
 Baton Rouge, Louisiana 70802

 ATTN Executive Director

CHARTER SCHOOL CONTRACT: EXHIBIT D

EDUCATION SERVICE PROVIDER CONTRACT REQUIREMENTS

In the event the Charter Operator intends to contract with a third party for comprehensive school management or operations services ("Service Agreement"), the following requirements must be met by the Charter Operator prior to opening

- I. Required Provisions of Bylaws The bylaws of the Charter School shall provide that the Charter School may not enter into any contract for comprehensive school management or operations services ("Service Agreement") without first submitting such Service Agreement to the State Board of Elementary and Secondary Education for review and approval
- II Submission of Service Agreement The Service Agreement shall be submitted to BESE no later than 30 days prior to its effective date. If BESE determines that the Service Agreement does not comply with the provisions set forth in Section III ("Required Terms of Service Agreement") of this Exhibit, or that the Charter Operator's entering into the Service Agreement would otherwise be in violation of the conditions set forth in this Exhibit, any other part of the Charter School Law or the school's Charter School Contract, then BESE shall notify the Charter Operator within twenty (20) days, stating with particularity the grounds for its objections. In such event, the Charter School shall not enter into the Service Agreement unless and until the deficiencies noted by BESE have been remedied to BESE's reasonable satisfaction
- III Required Terms of Service Agreement The Service Agreement shall include, without limitation, the following Required Terms
 - a The Service Agreement shall be subject to, and shall incorporate by reference, the terms and conditions of the Charter School Contract
 - b The Service Agreement shall describe the specific services for which the Service Provider is responsible and shall clearly delineate the respective roles and responsibilities of the Service Provider and the Charter Operator in the management and operation of the Charter School, including development, approval and oversight of the Charter School's budget, development, approval and oversight of the Charter School's curriculum, and oversight of the Service Provider's services
 - c The Service Agreement shall expressly provide that the Charter Operator retains, at all times, ultimate responsibility for the Charter School's budget and curriculum
 - d The Service Agreement shall include procedures by which the Service Provider will be accountable to the Charter Operator including expressly addressing how the Charter Operator will evaluate and hold the Service Provider accountable in relation to the performance requirements set out in the School Evaluation Framework

CHARTER SCHOOL CONTRACT: EXHIBIT D

- e The Service Agreement shall be terminable by the Charter Operator, in accordance with its established termination procedures (a) upon default by the Service Provider, including without limitation any act or omission of the Service Provider that causes a default under the Charter School Contract or that causes the Charter Operator or Charter School to be in violation of the Charter Schools Law, or (b) for other good cause as agreed by the Charter Operator and the Service Provider
- f The Service Agreement shall require that the Service Provider furnish the Charter Operator with all information deemed necessary by the Charter Operator or the RSD for the proper completion of the budget, quarterly reports, or Financial Audits, required under Section 3 ("School Financial Matters") of the Charter School Contract
- g The Service Agreement shall provide that all financial reports provided or prepared by the Service Provider shall be presented in the format prescribed by BESE or, if BESE has not prescribed a format, in GAAP/FASB approved nonprofit format
- h The Service Agreement shall provide that all employees or contractors of the Service Provider who have direct, daily contact with students of the Charter School shall be subject to criminal background check requirements pursuant to LA-R S 17 3991(E)(5), to the same extent as employees of the Charter School
- i The Service Agreement shall contain provisions requiring compliance with all requirements, terms and conditions established by any Federal or State funding source
- j The Service Agreement shall provide that the Charter Operator retains responsibility for selecting and hiring the auditor for the independent annual audit required by Section 3 ("School Financial Matters") of the Charter School Contract
- k The Service Agreement shall provide that Louisiana law governs any legal proceeding arising out of a dispute between the Charter Operator and the Service Provider
- l The Term of the Service Agreement shall not exceed the term of the school's charter or Charter School Contract

IV Financial Reporting

- a **Budget** The budget prepared by the Charter Operator pursuant to Section 3 of the Charter School Contract shall include, without limitation, the following itemized information
 - 1 All expenses and anticipated expenses associated with the operation and management of the Charter School

CHARTER SCHOOL CONTRACT: EXHIBIT D

- ii All contract payments, lease payments, management fees, administrative fees, licensing fees, expenses and other amounts paid to the Service Provider or otherwise paid pursuant to the Service Agreement by the Charter School. Such reporting should make clear the sources of revenue on which fees are based.
 - iii All loan repayments for any loans made to the Charter Operator by the Service Provider, including separate line items for interest, principal and premium, if any, on such loan repayments.
 - iv All investments in the Charter School or Charter Operator by the Service Provider, including the expected returns on equity for such investments.
- b **Quarterly Financial Statements** Quarterly financial statements filed by the Charter Operator pursuant to the Charter School Fiscal Oversight Policy, Exhibit I of the Charter Contract, shall reflect the school's entire financial operations, including an itemized accounting of all amounts paid to the Service Provider or otherwise paid for the Contract Services, which amounts shall be itemized in a manner that clearly corresponds with those categories provided in the Charter School's annual budget or the Service Agreement.
- c **Annual Audit** The Financial Audits required under Section 3 ("School Financial Matters") of the Charter School Contract shall include review of all fees and payments made by the Charter Operator to the Service Provider.
- d **Reporting of Loans and Investments** All loans to, or investments in, the Charter Operator or the Charter School by the Service Provider must be evidenced by appropriate documentation, either in the contract between the Charter School and the Service Provider, or through separate agreements. In the case of investments, such documentation shall explain how the investment shall be treated on the books of the Charter Operator and shall clearly state the Service Provider's expected return on equity.

V Construction

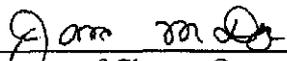
Nothing in this Exhibit shall be construed to waive or otherwise limit the obligation of the Charter Operator to provide information otherwise required to be reported by the Charter School under the Charter Schools Law or the Charter School Contract.

CHARTER SCHOOL CONTRACT: EXHIBIT E

ENROLLMENT PROJECTION TABLE
CHARTER SCHOOL CONTRACT

Name of Charter School: Belle Chasse Academy

Grade Level	Year 6 July 2007 - June 2008	Year 7 July 2008 - June 2009	Year 8 July 2009 - June 2010	Year 9 July 2010 - June 2011	Year 10 July 2011 - June 2012	Year 11 July 2012 - June 2013	Year 12 July 2013 - June 2014	Year 13 July 2014 - June 2015	Year 14 July 2015 - June 2016	Year 15 July 2016 - June 2017
K	100	100	100	100	100	100	100	100	100	100
1	100	100	100	100	100	100	100	100	100	100
2	100	100	100	100	100	100	100	100	100	100
3	100	100	100	100	100	100	100	100	100	100
4	100	100	100	100	100	100	100	100	100	100
5	100	100	100	100	100	100	100	100	100	100
6	100	100	100	100	100	100	100	100	100	100
7	100	100	100	100	100	100	100	100	100	100
8	75	75	75	75	75	75	75	75	75	75
TOTALS	1350	1350	1350	1350	1350	1350	1350	1350	1350	1350


Signature of Charter Operator's
Authorized Representative

1 Oct 2007
Date

CHARTER SCHOOL CONTRACT: EXHIBIT E.1

CHARTER SCHOOL STUDENT ENROLLMENT POLICIES AND PROCEDURES

(for Type 2 Charter Schools with admission criteria consistent with a role, scope and mission)

The State Board of Elementary and Secondary Education (BESE) is committed to ensuring that the student enrollment process in the charter schools it authorizes is **fair, transparent and accessible** to all students and families interested in attending a charter school

The following describes the student enrollment process, both in terms of policies and procedures, for BESE charter schools

ENROLLMENT POLICY

The Board of Directors must adopt a written student enrollment policy. The policy should include

- Admission requirements, if any, that are consistent with the school's role, scope, and mission,
- A non-discrimination assurance,
- Eligibility and application requirements (including ages/grades at which the school enrolls, or does not enroll, new students),
- Marketing/outreach/recruitment activities,
- Description of lottery process,
- Instructions for accepting admission if chosen in the lottery, and
- Waitlist procedures

Non-Discrimination Requirement

Charter schools authorized by BESE are public schools and are open to all students eligible for enrollment in a public school. Charter schools may **not** discriminate on the basis of race, color, national origin, creed, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, athletic performance, special need, proficiency in the English language or in a foreign language, or academic achievement in admitting students, nor may charter schools set admissions criteria that are intended to discriminate or that have the effect of discriminating on any of these bases.

Enrollment of Students with Disabilities

It is expected that charter schools will enroll students with disabilities in compliance with all applicable law. BESE will monitor all schools for compliance with the law to ensure equal access for ALL students. In admitting students in compliance with applicable law, it is anticipated that a charter school will enroll a percentage of students that is reflective of the number of students with disabilities being served in public schools in the parish in which the school is located.

ENROLLMENT PERIOD

To initiate the enrollment period, the charter school should

- Determine the spaces available in each grade based on the school's capacity,
- Set a deadline for accepting student applications. Pursuant to the Louisiana Charter School Law, an application period shall not be less than one month nor more than three months.

CHARTER SCHOOL CONTRACT: EXHIBIT E.1

- Publicize the application deadline in multiple venues with reasonable notice of at least **one month** before the deadline,
- Set a date for the lottery with reasonable public notice given at least one week prior to the lottery, and
- Set a final date for students to accept enrollment and the actual date of enrollment

Recommended Practice in Recruiting Students

To meet the requirement of “reasonable notice,” a charter school might

- Send notification to local non-profits advertising the school and its enrollment process.
- Post notices in various locations across the parish(es),
- Hold well-publicized informational meetings for students and families to learn about the school and its enrollment process, and
- Run advertisements in the city’s major commercial and community newspapers

Application Requirements

As stated above, charter schools may not discriminate in their enrollment practices. At the same time, charter schools have an interest in making sure that prospective students and families understand the mission and focus of the school and that they are interested in being part of that school community. To that end, charter schools may have application requirements, provided those requirements are not designed, intended, or used to discriminate unlawfully. Meetings with parents/guardians, for example, must be designed to inform them about the school rather than to discourage certain types of students from attending the school.

Acceptable Application Requirements

- Charter school **may** require a written enrollment form that includes basic and general information about the prospective student (i.e. name, address, birth date, last grade completed, prior school attended)
- Charter schools **may** require proof of residency in the parish or parishes served by the charter school (such requirement may **not** be made of homeless students)
- Charter schools **may** require students to successfully complete the grade preceding the grade the student plans to enter
- Charter schools **may** encourage (not require) parents/guardians to attend informational sessions

Unacceptable Application Requirements

- Charter schools **may not** require a written application that is intended to assess the student’s aptitude (i.e. essay responses, prior test scores, special education and English language learner identification)
- Charter schools **may not** make statements in meetings that are intended to or have the effect of discouraging parents/guardians of students with disabilities, or English language learners, or any other protected group of students from submitting an application to the school

Proof of Residency

In order to be eligible to enroll, a student must live in the parish or parishes that are described as the jurisdiction within which a student shall reside to be eligible to attend the charter school in the school’s charter application.

CHARTER SCHOOL CONTRACT: EXHIBIT E.1

Recommended Application Materials

Charter schools should make it as easy as possible for students and families to complete the enrollment application. Toward that end, charter schools should

- Translate the application in languages spoken by the prospective population to the extent possible
- Make the application available in multiple locations (i.e. school building, neighboring non-profit organizations, internet/website)

Charter schools are expected to make proactive efforts to reach out to students and families throughout the community in recruiting new students, and to administer their enrollment process in a way that is open, inclusive and fair. Failure to do so may indicate that the school is using its enrollment process to discriminate and may result in sanctions by BESE.

CONDUCTING THE LOTTERY

For existing charter schools with admissions criteria that is consistent with the school's role, scope and mission, at the conclusion of the school's application period, it must separate applications into two groups: 1) applications received from students meeting admission criteria that are consistent with the school's role, scope, and mission (Group 1), and 2) applications received from all other students (Group 2). Applicants in Group 1 are exempt from a lottery, unless the number of applicants in Group 1 exceeds the slots available. If the total number of eligible applicants in Group 1 exceeds the capacity of a program, class, grade level, or school, admission to the program, class, grade level, or school shall be based on an admissions lottery conducted from among the total number of eligible applicants in Group 1. If the number of applicants in Group 1 do not exceed the slots available, all applicants in Group 1 are exempt from a lottery and are automatically admitted. For applicants in Group 2, at the conclusion of the application period, if slots are available following the admission of applicants in Group 1, if the applications for students in Group 2 do not exceed the slots available, students applying during the application period shall be admitted. If the total number of eligible applicants in Group 2 exceeds the capacity of a program, class, grade level, or school, admission to the program, class, grade level, or school shall be based on an admissions lottery conducted from among the total number of eligible applicants in Group 2.

In the second year of operation and thereafter, all charter schools must modify their enrollment procedures in order to give preference to students previously enrolled in the school and their siblings.

Charter schools must conduct their lotteries in public, with a disinterested party drawing the names. A "disinterested" person is someone who is not affiliated with the school. Every time that an admissions lottery takes place, the process must be fair and all rules applied consistently.

Even after all spaces in the school are filled through a lottery, schools must continue to draw the names of all students who apply and place the names of students not selected for an available space on a waiting list in the order the names were drawn. Charter schools must keep and make public the waiting list and explicitly specify rules for their waiting lists clearly and in writing as part of their enrollment policies.

If the principal enrollment process fails to fill all the available slots, and all names on the waiting list have been given an opportunity to enroll, a charter school may repeat the process of accepting applications for enrollment. This process should be well documented by specified dates and clear to all prospective families and students. As spaces become available during the school year, a school may repeat the application process to fill these openings, provided that all students on a current waiting list have first been selected.

CHARTER SCHOOL CONTRACT: EXHIBIT E.1

Recommended Practice in Conducting Lottery During the First Year of Operation

- Separate applications by grade level
- For each grade level, draw names until all slots have been filled
- If there are more names for a given grade than slots available, continue to pull names and add such names to the school's waitlist in order as pulled

It is important to note that in subsequent years (Year 2 and thereafter), all charter schools **must**

- Provide all previously enrolled students (e.g. students that attended the school during its first year of operation) the right to continue to attend the school, provided that the school serves the grade level in which the student should be enrolled
- Give lottery preference to siblings of students already enrolled in the charter school

ENROLLING STUDENTS

Once the lottery is complete, the school should send notification to each student that submitted an application the status of their application. Students that were chosen in the lottery should be given explicit instructions on how they accept admission to the school and pertinent information regarding the start of the school year.

Acceptance Requirements

Just like the application requirement, the admission acceptance requirement may not in any way discriminate against students and families.

Recommended Acceptance Requirements

The charter school should require a parent or guardian to accept admission to the charter school by notifying the school (providing multiple ways and ample time to do so) of his or her intent to attend.

The charter school must notify BESE of the school's anticipated student enrollment by established deadlines. For each student that has accepted enrollment, provide:

- Name
- Address
- Social security number
- Birth date
- Grade
- Previous school attended

A school is only required to hold a slot for a child whose parent has not accepted admission for two weeks. Thus, if an admitted student does not attend school for two consecutive weeks, that slot may be released to given to a student on the waitlist.

In such cases, a charter school is required to

- Notify the parent/guardian after five days of missing school to discuss their intent to send their child to the school
- State that in order for the slot to be held, the student must attend school within the next five days

CHARTER SCHOOL CONTRACT: EXHIBIT E.1

- If the student does not attend within those five days, the school may release that particular slot and fill it with a child from the waitlist (if no waitlist exists, the school may receive applications for that slot)

The State Board of Elementary and Secondary Education (BESE) is committed to ensuring that the student enrollment process in the charter schools it authorizes is **fair, transparent and accessible** to all students and families interested in attending a charter school

The following describes the student enrollment process, both in terms of policies and procedures, for BESE charter schools

ENROLLMENT POLICY

The Board of Directors must adopt a written student enrollment policy The policy should include

- Five-year enrollment plan (including expansion plan for additional grades and number of students served).
- A non-discrimination assurance,
- Eligibility and application requirements (including ages/grades at which the school enrolls, or does not enroll, new students),
- Marketing/outreach/recruitment timeline and activities,
- Due dates for application materials.
- Lottery date and process.
- Instructions for accepting admission if chosen in the lottery, and
- Waitlist procedures

The BESE staff will review the school's approved enrollment policy and any application materials (i.e. written application, recruitment flyer) to ensure consistency with the Louisiana charter school law

Non-Discrimination Requirement

Charter schools authorized by BESE are public schools and are open to all students eligible for enrollment in a public school Charter schools may **not** discriminate on the basis of race, color, national origin, creed, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, athletic performance, special need, proficiency in the English language or in a foreign language, or academic achievement in admitting students, nor may charter schools set admissions criteria that are intended to discriminate or that have the effect of discriminating on any of these bases

Enrollment of Students with Disabilities

It is expected that charter schools will enroll students with disabilities in compliance with all applicable law BESE will monitor all schools for compliance with the law to ensure equal access for ALL students In admitting students in compliance with applicable law, it is anticipated that a charter school will enroll a percentage of students that is reflective of the number of students with disabilities being served in public schools in the parish in which the school is located

ENROLLMENT PERIOD

To initiate the enrollment period, the charter school should

- Determine the spaces available in each grade based on the school's capacity,

CHARTER SCHOOL CONTRACT: EXHIBIT E.1

- Set a deadline for accepting student applications Pursuant to the Louisiana Charter School Law, an application period shall not be less than one month nor more than three months,
- Publicize the application deadline in multiple venues with reasonable notice of at least one month before the deadline,
- Set a date for the lottery with reasonable public notice given at least one week prior to the lottery, and
- Set a final date for students to accept enrollment and the actual date of enrollment

Recommended Practice in Recruiting Students

To meet the requirement of “reasonable notice,” a charter school might

- Send notification to local non-profits advertising the school and its enrollment process,
- Post notices in various locations across the parish(es),
- Hold well-publicized informational meetings for students and families to learn about the school and its enrollment process, and
- Run advertisements in the city’s major commercial and community newspapers

Application Requirements

As stated above, charter schools may not discriminate in their enrollment practices. At the same time, charter schools have an interest in making sure that prospective students and families understand the mission and focus of the school and that they are interested in being part of that school community. To that end, charter schools may have application requirements, provided those requirements are not designed, intended, or used to discriminate unlawfully. Meetings with parents/guardians, for example, must be designed to inform them about the school rather than to discourage certain types of students from attending the school.

Acceptable Application Requirements

- Charter school **may** require a written enrollment form that includes basic and general information about the prospective student (i.e. name, address, birth date, last grade completed, prior school attended)
- Charter schools **may** require proof of residency in the parish or parishes served by the charter school (such requirement **may not** be made of homeless students)
- Charter schools **may** require students to successfully complete the grade preceding the grade the student plans to enter
- Charter schools **may** encourage (not require) parents/guardians to attend informational sessions

Unacceptable Application Requirements

- Charter schools **may not** require a written application that is intended to assess the student’s aptitude (i.e. essay responses, prior test scores, special education and English language learner identification)
- Charter schools **may not** make statements in meetings that are intended to or have the effect of discouraging parents/guardians of students with disabilities, or English language learners, or any other protected group of students from submitting an application to the school

Proof of Residency

In order to be eligible for the lottery, a student must live in the parish or parishes that are described as the jurisdiction within which a student shall reside to be eligible to attend the charter school in the school’s charter application.

CHARTER SCHOOL CONTRACT: EXHIBIT E.1

Recommended Application Materials

Charter schools should make it as easy as possible for students and families to complete the enrollment application. Toward that end, charter schools should

- Translate the application in languages spoken by the prospective population to the extent possible
- Make the application available in multiple locations (i.e. school building, neighboring non-profit organizations, internet/website)

Charter schools are expected to make proactive efforts to reach out to students and families throughout the community in recruiting new students, and to administer their enrollment process in a way that is open, inclusive and fair. Failure to do so may indicate that the school is using its enrollment process to discriminate and may result in sanctions by BESE.

CONDUCTING THE LOTTERY

In a new charter school's first year of operation, at the conclusion of the application period, if the applications for students do not exceed the slots available, students applying during the application period shall be admitted. If the total number of eligible applicants exceeds the capacity of a program, class, grade level, or school, admission to the program, class, grade level, or school shall be based on an admissions lottery conducted from among the total number of eligible applicants.

In the second year of operation and thereafter, all charter schools must modify their enrollment procedures in order to give preference to students previously enrolled in the school and their siblings.

Charter schools must conduct their lotteries in public, with a disinterested party drawing the names. A "disinterested" person is someone who is not affiliated with the school. Every time that an admissions lottery takes place, the process must be fair and all rules applied consistently.

Even after all spaces in the school are filled through a lottery, schools must continue to draw the names of all students who apply and place the names of students not selected for an available space on a waiting list in the order the names were drawn. Charter schools must keep and make public the waiting list and explicitly specify rules for their waiting lists clearly and in writing as part of their enrollment policies.

If the principal enrollment process fails to fill all the available slots, and all names on the waiting list have been given an opportunity to enroll, a charter school may repeat the process of accepting applications for enrollment. This process should be well documented by specified dates and clear to all prospective families and students. As spaces become available during the school year, a school may repeat the application process to fill these openings, provided that all students on a current waiting list have first been selected.

Recommended Practice in Conducting Lottery During the First Year of Operation

- Separate applications by grade level
- For each grade level, draw names until all slots have been filled
- If there are more names for a given grade than slots available, continue to pull names and add such names to the school's waitlist in order as pulled

CHARTER SCHOOL CONTRACT: EXHIBIT E.1

It is important to note that in subsequent years (Year 2 and thereafter), all charter schools **must**

- Provide all previously enrolled students (e.g. students that attended the school during its first year of operation) the right to continue to attend the school, provided that the school serves the grade level in which the student should be enrolled
- Give lottery preference to siblings of students already enrolled in the charter school

ENROLLING STUDENTS

Once the lottery is complete, the school should send notification to each student that submitted an application the status of their application. Students that were chosen in the lottery should be given explicit instructions on how they accept admission to the school and pertinent information regarding the start of the school year.

Acceptance Requirements

Just like the application requirement, the admission acceptance requirement may not in any way discriminate against students and families.

Recommended Acceptance Requirements

The charter school should require a parent or guardian to accept admission to the charter school by notifying the school (providing multiple ways and ample time to do so) of his or her intent to attend.

The charter school must notify BESE of the school's anticipated student enrollment by established deadlines. For each student that has accepted enrollment, provide

- Name
- Address
- Social security number
- Birth date
- Grade
- Previous school attended

A school is only required to hold a slot for a child whose parent has not accepted admission for two weeks. Thus, if an admitted student does not attend school for two consecutive weeks, that slot may be released to given to a student on the waitlist.

In such cases, a charter school is required to

- Notify the parent/guardian after five days of missing school to discuss their intent to send their child to the school
- State that in order for the slot to be held, the student must attend school within the next five days
- If the student does not attend within those five days, the school may release that particular slot and fill it with a child from the waitlist (if no waitlist exists, the school may receive applications for that slot.)

CHARTER SCHOOL CONTRACT: EXHIBIT H

FRAMEWORK FOR THE EVALUATION OF LOUISIANA CHARTER SCHOOLS

Approved by BESE May 2006

This document contains the description of the methods and timelines that will be used by the Louisiana Board of Elementary and Secondary Education (BESE) and the Louisiana Department of Education (LDE) to conduct annual performance reviews of every Type 2, Type 4, and Type 5 charter school in order to determine the level of success each individual school is attaining toward meeting the financial, legal, contractual, and student achievement performance standards that are required in their charter agreements. (Types 2, 4, and 5 charter schools are authorized by BESE.)

Additionally, for each Type 1 and Type 3 charter school, BESE will annually evaluate and report their student achievement performance as compared to the student achievement performance standards described herein. (Types 1 and 3 charter schools are authorized by local school systems.)

- I Legislative Intent
- II Statutory References
- III. Guiding Principles for BESE Charter School Authorization
- IV Charter School Evaluation System
- V Evaluation Standards
 - Student Performance
 - Financial Performance
 - Legal and Contract Performance
- VI Evaluation Actions and Timelines
 - Contract Approval
 - Annual Evaluation
 - Contract Extension
 - Contract Renewal

FRAMEWORK FOR THE EVALUATION OF LOUISIANA CHARTER SCHOOLS

I. Legislative Intent

The intent of the Charter School Law is to authorize experimentation in the creation of innovative kinds of independent public schools for pupils and provide a framework for such experimentation by the creation of such schools, a means for persons with valid ideas and motivation to participate in the

CHARTER SCHOOL CONTRACT: EXHIBIT H

experiment, and a mechanism by which experiment results can be analyzed, the positive results repeated or replicated, if appropriate, and the negative results identified and eliminated, and, that the best interests of at-risk pupils shall be the overriding consideration in fulfilling the provisions of law

Furthermore, the Recovery School District Law has created the Recovery School District for the purpose of improving failing schools and provides for a failed school to be reorganized, as necessary, to most likely bring the school to an acceptable level of performance as determined pursuant to a uniform statewide program of school accountability

II. Statutory References

R S 17 3983 - Chartering process by type. eligibility, limitations, faculty approval, parental approval

A (3)(c) Each proposal received by the state board shall be carefully reviewed and shall be approved only after there has been a specific determination by the board that the proposed school will be operated in compliance with all applicable state and federal laws, rules, and regulations, that the accounting and financial practices to be used are sound and in accordance with generally accepted standards for similar entities, and that the educational program to be offered will comply with all requirements of this Chapter and be based on generally accepted education research findings applicable to the pupils to be served

R S 17 3991 – Charter schools, requirements; limitations, renewal; amendment, revocation

- (5) A financial and accounting plan sufficient to permit a governmental audit
- (8) The specific academic and other educational results to be achieved, the timelines for such achievement, and how results will be measured and assessed
- (10) The organization, governance and operational structure of the school.
- (14) School rules and regulations application to pupils including disciplinary policies and procedures
- (21) A requirement that charter schools regularly assess the academic progress of their pupils, including the participation of such pupils in the state testing program

R S 17 3992 - Charter revision and renewal

A.(1) An approved charter school shall be valid for an initial period of five years, contingent upon the results of the reporting requirements at the end of the third year, and may be renewed for additional ten-year periods after thorough review of the charter school's operations and compliance with charter requirements. The process for renewing a charter school shall be the same as the initial charter approval, with a written report being provided annually regarding the school's academic progress that year Pursuant to Subsection C of this Section and using such annual review process, a charter may be revoked for failure to meet agreed upon academic results as specified in the charter

(2) No charter shall be renewed unless the charter renewal applicant can demonstrate, using standardized test scores, improvement in the academic performance of pupils over the term of the charter school's existence.

C A school charter may be revoked by the authority that approved its charter upon a determination that the charter school or its officers or employees did any of the following:

- (1) Committed a material violation of any of the conditions, standards, or procedures provided for in the approved charter
- (2) Failed to meet or pursue within the agreed timelines any of the academic and other educational results specified in the approved charter
- (3) Failed to meet generally accepted accounting standards for fiscal management
- (4) Violated any provision of law applicable to a charter school, its officers, or employees

CHARTER SCHOOL CONTRACT: EXHIBIT H

R S 17 3998 – Reports

A (2) Each charter school shall provide a comprehensive report to its chartering authority at the end of the third year. If the charter school is achieving its stated goals and objectives pursuant to its approved charter, then the chartering authority shall extend the duration of the charter for the additional two-year period as provided in R S 17-3992(A)(1)

III. Guiding Principles for BESE Charter School Authorization

The purpose of a charter school is to improve student achievement. The Board of Elementary and Secondary Education (Board) grants charters to provide schools with increased educational and operational autonomy in exchange for accountability for performance.

Thus, it is the responsibility of the Board to ensure charter schools have the autonomy to which they are entitled and the accountability for which they are responsible.

IV. Charter School Evaluation System

According to the "*Principles and Standards for Quality Charter School Authorizing*" published by the National Association of Charter School Authorizers (NACSA), a quality charter school is characterized by "high student achievement, financial stewardship, and responsible governance."

Student performance is the primary measure of school quality. The Board shall use the state's assessment and accountability programs as objective and verifiable measures of student achievement and school performance. Additional measures of charter school quality include financial and legal performance.

In order to make fair and transparent decisions regarding contract revocations, extensions and renewals, the Board has determined that it is in the best interests of the Board, charter schools, students, parents and the public to articulate clear performance standards for charter schools and to evaluate each charter school's level of achievement with respect to those standards.

V. Evaluation Standards

The performance of charter schools authorized by the Board (Types 2, 4, and 5) will be evaluated in the following categories:

- Student Performance
- Financial Performance
- Legal and Contract Performance

Within these three categories, the Board has defined a common set of performance standards.

Student Performance

The Louisiana Charter School Law requires charter schools to make demonstrable improvements in student performance over the term of its charter.

CHARTER SCHOOL CONTRACT: EXHIBIT H

The Board will annually evaluate charter schools against the following student performance indicators and standards

INDICATOR	STANDARD
SPS Assessment Index Baseline	80.0 or above
SPS Assessment Index Growth	Meet growth target
AYP Subgroup	Meet for all subgroups
% Basic or Above	10% or greater increase
Attendance	State Average or above
Dropout	State Average or below

Charter schools shall participate fully in the Louisiana standardized testing and accountability programs, including LEAP, iLEAP and GEE

As student performance is the primary indicator of school quality, the Board will heavily factor all annual evaluations and contract extension and renewal decisions on a school's achievement of the student performance standards. Table 1 provides further definition for how student performance data will be compiled, evaluated, and used.

Financial Performance

The Louisiana Charter School Law requires charter schools to meet generally accepted accounting standards for fiscal management. This requirement has two underlying purposes:

- To ensure the proper use of public funds, and
- To ensure the successful operation of the school in the future.

The Board will annually evaluate charter schools against the following financial performance indicators and standards:

INDICATOR	STANDARD
Prior and Current Year Budgets	Both budgets balanced using realistic and responsible assumptions
Financial Audit	Unqualified opinion, No major findings
Financial Obligations	All in good standing
Financial Reporting	Timely and sufficient filing of all LDE-required financial reports

CHARTER SCHOOL CONTRACT: EXHIBIT H

The Board shall use budget and cash flow statements and financial audit reports submitted pursuant to the contract between a charter school and the Board to determine if the school has met the financial standards set herein

An audit finding shall be considered "Major" if it indicates a deliberate act of wrongdoing, reckless conduct or causes the loss of confidence in the abilities or integrity of the school or seriously jeopardizes the continued operation of the school

"Financial Obligations" shall include, but not be limited to, pension payments, payroll taxes, insurance coverage and loan payments and terms

Legal and Contract Performance

Louisiana Charter School Law requires charter schools to be in compliance with the material terms of its contract with the Board and all applicable laws

The Board shall assess a school's performance in relation to the legal and contract standards listed below. However, the Board's evaluation is not limited to these indicators and the Board may consider other indicators, as warranted

INDICATOR	STANDARD
Special Education and ELL Program	Pursuant to applicable law and contract provisions
Student Enrollment	Pursuant to applicable law and contract provisions
Student Discipline	Pursuant to applicable law and contract provisions
Health and Safety	Pursuant to applicable law and contract provisions
Governance	Pursuant to applicable law and contract provisions
Facilities	Pursuant to applicable law and contract provisions

In assessing legal and contract indicators, the Board may consider information from various sources, including, but not limited to, audits, site visits, and information provided by parents and employees

In general, the Board will consider the standard not met if a violation indicates a deliberate act of wrongdoing, reckless conduct or causes a loss of confidence in the abilities or integrity of the school or seriously jeopardizes the rights of students, safety of students or continued operation of the school

Upholding the Standards

It is the responsibility of the Board to hold the charter school accountable for achieving the student, financial and legal and contract performance standards by annually evaluating performance against these standards and by making decisions about contract extensions and renewals based on such evaluations

Additionally, the Board will evaluate and report student performance of charter schools authorized by local school systems (e.g. Type 1 and 3 charter schools) against the student performance standards described herein.

CHARTER SCHOOL CONTRACT: EXHIBIT H

VI. Evaluation Actions and Timelines

The Board shall evaluate the performance of a charter school through an on-going series of reports and board actions. Possible board actions include Approval, Extension, Non-Extension, Probation, Renewal, Non-Renewal and Revocation.

Contract Approval (Year 1)

The Board may approve an application for a new charter school in conformance with its process, timelines and criteria. The charter shall be effective upon the execution of an agreement between the applicant and the Board. An approved school charter shall be valid for an initial period of five years, contingent upon the results of the reporting requirements at the end of the third year as provided in R.S. 17-3998(A)(2), and may be renewed for additional periods of up to ten years.

Annual Evaluation (Each Year Thereafter)

No later than its January meeting of each year, the Board will receive a Performance Report detailing each charter school's performance against the evaluation standards defined in this Framework. The Report may be used by the school, its students and families and the public to ascertain the effectiveness of the school and shall be used by the Board as the basis for any actions involving the school.

Contract Extension (Year 3)

During a school's third year of operation, the Board may act to extend a school's contract for two years, to place a school on probation for one year, or to not extend a school's contract. By January of a school's third year of operation, the Board shall either (a) extend the school's contract for a period of two years, or (b) notify the school of its intent to not extend its contract. For schools that have been notified of the Board's intent to not extend their contract, the Board shall act at no later than its June meeting to either (a) not extend the school's contract, or (b) place the school on probation for one year. A school shall be deemed to be placed on probation for one year if the Board fails to act to extend or to not extend the school's contract.

The Board shall extend the contract if the Performance Report contains no determinations of standards not being met.

Contract Probation (Year 3)

The Board may place a charter school on Contract Probation as a consequence for not meeting the performance standards defined herein. Schools may be placed on probation unless underperformance on the given indicator(s) endangers the interests of students or the public or fails to merit the continued investment of public funds, in which case the Board may revoke the contract.

As a condition of probationary status, the Board will define specific, outcome based expectations that relate to the performance shortcomings that resulted in the probation determination. The Board will assess, no later than one year after placing the charter school on probation, the school's performance in meeting such conditions. Failure to meet such conditions may result in the Board taking action to revoke the charter school's contract.

For schools that have been placed on probation, during a school's fourth year of operation, the Board may act to extend a school's contract for one year or to not extend the school's contract. By January of the school's fourth year of operation, the Board shall either (a) extend the school's contract for one year, or (b) notify the school of its intent to not extend its contract. For schools that have been notified of the Board's intent to not extend their contract, the Board shall act no later than at its June meeting to either (a) extend the school's contract for one year or (b) not extend the school's contract.

CHARTER SCHOOL CONTRACT: EXHIBIT H

Contract Renewal (Year 5)

By the end of the Charter School's fifth year of operation, the Board must, in accordance with the Law, determine whether to award the charter school contract renewal, for up to ten years, based on a comprehensive evaluation of the charter school's program

The Board shall renew the contract if the Performance Report contains no determinations of standards not being met. By January of the school's fifth year of operation, the Board shall either (a) renew the school's contract for a period up to 10 years, or (b) notify the school of its intent to not renew its contract. For schools that have been notified of the Board's intent to not renew their contract, the Board shall act no later than at its June meeting to either (a) renew the school's contract for one year or (b) not renew the school's contract

Contract Revocation (At Any Time)

The Board has the authority to revoke a school's contract at any time during the charter term if it is determined that the charter school, one of its officers, or employees has

- Committed a material violation of any of the conditions, standards, or procedures of the charter
- Failed to meet within agreed timelines any of the academic or other educational results specified in charter
- Failed to meet generally accepted accounting standard of fiscal management
- Violated of any law applicable to a charter school, its officers or employees

In all circumstances, the Board shall follow the requirements of the Louisiana Charter School Law and its charter school contract, including all due process requirements, regarding the processes required for revocation, extension, non-extension, renewal and non-renewal

TABLE 1: STUDENT PERFORMANCE

5- YEAR EVALUATION CYCLE	EVALUATION TYPE	INDICATOR	STANDARD	ACTION/CONSEQUENCE
Year 1	Establish Baseline	Create Assessment Diagnostic Index		
Year 2	Annual Evaluation (January)	Final Year 1 Results Assessment Index (AI) Baseline Attendance Dropout	80.0 or above State Average or above State Average or below	
Year 3	Contract Extension (January/June)	Final Year 2 Results Assessment Index (AI) Baseline Assessment Index Growth (Growth) AYP Subgroup % Basic or Above Attendance Dropout	80.0 or above Meet growth target Meet for all subgroups 10% or greater increase State Average or above State Average or below	<p>Contract Extension (January):</p> <ul style="list-style-type: none"> - AI 80.0 or above - AI 60.0 – 79.9 & Growth of 2 points or greater - AI below 60.0 & met Growth standard <p>Contract Probation (January):</p> <ul style="list-style-type: none"> - AI 60.0 – 79.9 & measurable growth <p>Contract Notice (January):</p> <ul style="list-style-type: none"> - Any school not meeting extension/probation standards is put on notice that it could have its contract revoked, depending on year 3 results <p>For those on Notice, Contract NOT revoked if (using Year 3 Spring assessment data in June) school or cohort of students attending school for two consecutive years:</p> <ul style="list-style-type: none"> - Meet % Basic or Above standard, or - Meet initial Growth Target over two years, or - Growth of 8 points or greater over two years
Year 4	Annual Performance (January/June)	Final Year 3 Results SPS Baseline SPS Growth AYP Subgroup % Basic or Above Attendance Dropout	80.0 or above Meet growth target Meet for all subgroups 10% or greater increase State Average or above State Average or below	<p>Schools on Contract Probation:</p> <ul style="list-style-type: none"> - Meet any of the Year 3 Actions/Consequences to not have contract revoked

TABLE 1: STUDENT PERFORMANCE

5- YEAR EVALUATION CYCLE	EVALUATION TYPE	INDICATOR	STANDARD	ACTION/CONSEQUENCE
Year 5	Contract Renewal (January)	Final Year 4 Results SPS Baseline SPS Growth AYP Subgroup % Basic or Above Attendance Dropout	80.0 or above Make target Meet for all subgroups 10% or greater increase State Average or above State Average or below	<p>10-Year Renewal:</p> <ul style="list-style-type: none"> - SPS above State Average or above 100 <p>Minimum Renewal Standard for Less Than 10-Year Renewal:</p> <ul style="list-style-type: none"> - 20 points of growth over term of contract <p>5-Year Renewal:</p> <ul style="list-style-type: none"> - SPS 80.0 or above <p>3-Year Renewal:</p> <ul style="list-style-type: none"> - SPS below 60.0 <p>Schools with performance falling between the 5-year and 3-year thresholds may be renewed for a term of up to five years, based on performance against the other standards</p> <p>Non-Renewal/Revocation:</p> <ul style="list-style-type: none"> - Failure to meet renewal status
Year 6+	Annual Performance (January)	Same as previous Annual Performance Indicators	Same as previous Annual Performance Standards	

Note: The above presents standards for student performance only. In addition, the BESE holds charter schools accountable to financial and legal performance standards. In addition to the actions defined above, the BESE may also take actions, including probation, non-renewal, or revocation, if a charter school does not meet financial or legal standards.

STUDENT PERFORMANCE - NARRATIVE

STUDENT PERFORMANCE DETERMINATIONS

Charter schools shall participate fully in the standardized assessment programs administered by the Louisiana Department of Education (LDE). Data from these assessments will be compiled and evaluated, as defined below, including the Louisiana School Accountability System and the Federal Accountability requirements of the No Child Left Behind Act (NCLB).

A charter school's performance against State and Federal School Accountability Standards (i.e. School Performance Score (SPS) Assessment Index Baseline, SPS Assessment Index Growth, and Adequate Yearly Progress (AYP) Subgroup) is determined on the same basis for charter schools as any other public school participating in such programs. Unless otherwise stated, assessment data evaluated are from the immediate prior school year. The following provides definition of student performance indicators and standards unique to the Board's Charter School Evaluation Framework.

Assessment Diagnostic Index: In a school's first year of the operation, LDE will calculate, to the extent possible, a SPS based on the prior year results of students attending a new charter school. This SPS is for diagnostic purposes *only* and is intended to provide schools with an understanding of the past achievement of their students and provide a baseline for which to measure progress during the school's first year of operation.

% Basic or Above: The Board will evaluate the increase over the prior school year in the percentage of students scoring Basic or Above on State assessments.

Attendance: The Board will evaluate average daily attendance, as calculated by the Louisiana Department of Education, of a charter school in comparison to the State Average for schools serving similar grades.

Dropout: The Board will evaluate the dropout rate, as calculated by the Louisiana Department of Education, of a charter school in comparison to the State Average for schools serving similar grades.

ACTIONS/CONSEQUENCES

The Board takes certain actions in regards to the status of a charter school's contract based on its performance in meeting the performance standards defined herein.

Contract Extension. As required by law, the Board must act to extend a charter school's contract by the end of the school's third year of operation. In making such decisions, the Board will consider a charter school's performance relative to the Student Performance standards as defined on Table 1.

Contract Probation: The Board may place a charter school on Contract Probation as a consequence for not meeting performance standards. The Board will assess, no later than one year after placing the charter school on probation, the school's performance in meeting the Contract Extension standards. Failure to meet such standards may result in the Board taking action to revoke the charter school's contract.

Review of Contract Non-Extension: If the Board determines that a school does not meet the standards, the Board may act to not extend the contract. A school that has not met the student performance standards will be provided notice, no later than January of the third year of operation, of the Board's intent to not extend the contract subject to an evaluation of assessment data for the current school year. In such cases, the Board will consider whether the school

STUDENT PERFORMANCE - NARRATIVE

- Has met the standard for "% Basic or Above", or
- Can demonstrate cohort growth,
- Has met initial Growth Target over two years, or
- Has achieved Growth of 8 points or greater over two years

When evaluating "cohort growth", the Board will analyze the State assessment data for students to determine whether the Year 3 AI is greater than or equal to the Year 2 AI for students tested at the school both years. The Board will only consider cohort growth if the number of students in such cohort is considered sufficient and the number of voids is not significant by state accountability standards.

Such data shall only be considered if it is available for analysis by the Board's regularly scheduled June meeting of the current school year. If the data is not available, the Board will place the school on Contract Probation under the same circumstances as described above.

Schools that do meet one or more of the "Eligibility for Review" standards, will be placed on a one-year Contract Probation.

Contract Renewal: As required by law, the Board must act to renew a charter school's contract by the end of the school's fifth year of operation. In making such decisions, the Board will consider a charter school's performance relative to the Student Performance standards as defined above and may award school's 10-year, 5-year, or 3-year renewals or act not to renew a school's charter.

CHARTER SCHOOL CONTRACT: EXHIBIT I

CHARTER SCHOOL FISCAL OVERSIGHT POLICY
FOR
CHARTER SCHOOLS IN LOUISIANA

1. PROPOSED INITIAL BUDGET

Detailed budget data must be submitted in all Type 2 and Type 5 charter school proposals. The proposal review committee, BESE staff and LDOE review the data. The budget data must include the following:

- a. Detailed budget for start-up/planning period
- b. Detailed budget for the first year of operation
- c. Detailed budget plan for the next four years of operation
- d. Supporting evidence that the start-up budget plan, first year budget plan, and five year budget plan are sound
- e. Procedures the school will institute to comply with the required performance of fiscal audits
- f. Projections of student enrollments for the first five years of operation

2. FINANCIAL REPORTING

- a. Each charter school will submit quarterly reports to LDOE listing year-to-date revenues and expenditures through that quarter and budgeted revenues and expenditures for the fiscal year using forms provided by LDOE and on dates specified by LDOE.

Due Date:	Financial Report
July 31	Annual Operating Budget Includes actual data for the prior fiscal year ending June 30 along with budgeted data for the current fiscal year starting July 1
October 31	First Quarter Financial Report Includes budgeted data for the fiscal year along with the YTD actual data through September 30
January 31	Second Quarter Financial Report Includes budgeted data for the fiscal year along with the YTD actual data through December 31
April 30	Third Quarter Financial Report Includes budgeted data for the fiscal year along with the YTD actual data through March 31
July 31	Fourth Quarter Financial Report Includes budgeted data for the fiscal year along with the YTD actual data through June 30

- b. Each charter school will submit an Annual Financial Report (AFR) to the Department of Education no later than September 30 each year as required by R S 17 25(A)(2) and 17 92. The AFR follows the same general format as the quarterly report, but contains additional line items and fund classifications.

CHARTER SCHOOL CONTRACT: EXHIBIT I

5. AUDITS OF STATE AND FEDERAL FUNDS

- a. The charter school must agree to follow state audit and reporting requirements established by the Legislative Auditor and R S 24 513-556 In addition, the charter school is subject to audit by BESE, LDOE, Legislative Auditor, and any other appropriate state official

6. GENERAL FISCAL PROCEDURES

- a. Charter operator shall allow the state officials full access to its financial and educational records, reports, files and documents of any kind.
- b. Charter operator further agrees to timely supply all reports, test results and other information, which are required under its charter, state law and regulations
- c. Any charter school that receives state and federal money directly from BESE or LDOE, the president or chairman of the non-profit corporation (charter operator) that operates the charter school will be the official contact and duly authorized representative for all notices or inquiries issued by BESE, LDOE, or other state or federal agencies The board of directors of the non-profit corporation may identify and officially designate by board motion, a member of that board of directors other than the president or chairman who will serve as their duly authorized representative Copies of all notices or inquiries will also be provided to the school principal
- d. All transactions or requests submitted by the charter operator to BESE/LDOE must be signed by the duly authorized representative of the charter operator

7. TECHNICAL ASSISTANCE

- a. BESE and LDOE may conduct annual fiscal in-service meetings or workshops It is the responsibility of the charter operator to send appropriate staff or representatives of the charter school to these in-service meetings
- b. Charter operator should reference the following publications and implement appropriate procedures based on this guidance:
 - i. *Louisiana Accounting and Uniform Governmental Handbook*, Bulletin 1929 Available at www.louisianaschools.net/ldew/ploads/2586.pdf
 - ii. *Best Financial Practices for Louisiana Local Government* Available at www.lla.state.la.us/techasst/oppaga.pdf
 - iii. *School Activity Accounts Guide* Available at www.lla.state.la.us/lla/bestpractices_resources.htm (scroll down to the School Activity Accounts Guide)

CHARTER SCHOOL CONTRACT: EXHIBIT J

COLLECTIVE BARGAINING OPTION

Select one of the options below

Option 1

The Charter Operator intends that the provisions of the collective bargaining agreement entered into by the local school district in whose jurisdiction this charter school is located shall apply to the Charter School.

Option 2

The Charter Operator does not intend that the provisions of the collective bargaining agreement entered into by the local school district in whose jurisdiction this charter school is located shall apply to the Charter School

Jan M. Dy
Signature of Charter Operator's
Authorized Representative

1 Oct 2007
Date

CHARTER SCHOOL CONTRACT: EXHIBIT K

TEACHERS' RETIREMENT SYSTEM OF LOUISIANA OPTION

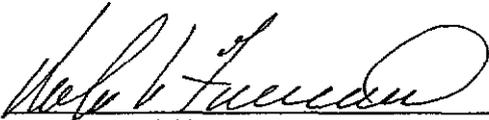
Select one of the options below

Option 1

The Charter Operator will permit employees who are not on a leave of absence from a local school board to participate in the Teachers' Retirement System of Louisiana.

Option 2

The Charter Operator will not permit employees who are not on a leave of absence from a local school board to participate in the Teachers' Retirement System of Louisiana.



Signature of Charter Operator's
Authorized Representative

9/10/07
Date