

Type 1 Charter Contract entered into by BBR Schools, Inc. and the East Baton Rouge Parish School Board

Effective January 1, 2025

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CHARTER SCHOOL CONTRACT FOR TYPE 1 CHARTER SCHOOLS

THIS AGREEMENT is a Charter School Contract, authorized pursuant to Louisiana Revised Statutes, Title 17, Chapter 42, and executed by and between the East Baton Rouge Parish School Board (“BOARD”) and BBR Schools, Inc. (“Charter Operator”) effective this, the 1st day of January, 2025 for the operation of BASIS Baton Rouge – Materra Campus (“Charter School”). The BOARD and Charter Operator are sometimes referred to herein individually as a “Party” and together as the “Parties.”

RECITALS

WHEREAS, the “Louisiana Public Charter School Law,” La. R.S. 17:3971, *et seq.*, authorizes the creation of innovative kinds of independent public charter schools for students; and

WHEREAS, the purposes of the “Louisiana Public Charter School Law” are to provide opportunities for educators and others interested in educating students to form, operate, or be employed within a charter school designed to accomplish the following objectives, namely: (1) to improve student learning and, in general, the public school system; (2) to increase learning opportunities and access to quality education for students; (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 Charter School site; and

WHEREAS, the BOARD is authorized, pursuant to La. R.S. 17:3971, *et seq.*, to execute Charter Contracts authorizing the operation of charter schools; and

WHEREAS, the BOARD approved the Charter School Contract of BBR Schools, Inc. to be a Type 1 charter school beginning July 1, 2018; and

WHEREAS, on January 25, 2023, the BOARD approved the renewal of the Charter Operator’s operation of the Charter School for a term of four years; and

WHEREAS, the Parties recognize and agree that the Legislature may amend the Act or any other governing or applicable statute and the Louisiana Board of Elementary and Secondary Education (BESE) may promulgate rules which shall be binding on the Parties as to matters agreed to hereto and such amendments to statutes, or rules shall automatically become part of this Agreement and amend or supersede anything that has otherwise been agreed to herein;

NOW, THEREFORE, 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 BBR Schools, Inc. ("Charter Operator") and the East Baton Rouge Parish School Board ("BOARD") for the purpose of operating BASIS Baton Rouge – Materra Campus (the "Charter School"). This contract will be referred to herein as an "Agreement" or a "Charter Contract," and such terms may be used interchangeably.
- 1.1.2 Charter Contract. This Charter Contract is a legally binding document and consists of this signed Agreement, including all attachments and all applicable State and Federal statutes, regulations, and rules, as each may be amended from time to time. In addition, incorporated by reference are all requirements expressly delineated as pertaining to charter schools in the state of Louisiana in La. R.S. 17:3996 and BESE Bulletin 126. The Charter School is not responsible for regulatory or statutory requirements pertaining to school districts not included in La. R.S. 17:3996 or other applicable State or Federal statutes, regulations, or rules that apply to charter schools operated in the state of Louisiana. Furthermore, the Charter Operator is not subject to any resolatory or suspensive conditions without the written consent of the Charter Operator.
- 1.1.3 The person authorized to sign on behalf of the BOARD is the President of the BOARD.
- 1.1.4 The BOARD shall have jurisdiction over the Charter School pursuant to La. R.S. section 17:3983(A)(4)(a) and other applicable provisions of La. R.S. 17:3971, et seq.
- 1.1.5 The person authorized to sign this Agreement on behalf of the Charter Operator must be an Officer of the Charter Operator's Board of Directors. The Charter Operator affirms as a condition of this Agreement that the Charter Operator's Board of Directors has authorized the Officer of the Charter Operator's Board of Directors to execute agreements, including this Charter Contract, on behalf of the Charter Operator.
- 1.1.6 The Charter Operator affirms, as a condition of this Charter Contract, that it is a nonprofit corporation duly authorized according to the laws of the State of Louisiana ("State"), and certifies that all contracts obligating the Charter School have been made and undertaken by the Charter Operator as a nonprofit corporation. Charter Operator shall continue to operate as a Louisiana non-profit corporation and shall assure that its operation is in accordance with its Articles of Incorporation and Bylaws. Failure to act strictly as a nonprofit corporation shall be grounds for rescission of its charter.
- 1.1.7 The Charter Operator affirms, as a condition of this Charter Contract, that the non-profit corporation has a Board of Directors, whose directors receive no compensation or fringe benefits other than reimbursement of actual expenses incurred while fulfilling duties as a member of such a board.
- 1.1.8 The Charter Operator affirms, as a condition of this Charter Contract, that it will refrain

from employing, in any manner, any member of the Charter Operator's Board of Directors.

1.2 Location

1.2.1 The Charter Operator shall provide educational services, including the delivery of instruction, at location(s) to be mutually agreed upon by the parties hereto and located within the geographical boundaries of the BOARD. Said Charter School and its locations shall be identified in Exhibit A.

1.2.2 Home Study/Home Schooling. The Charter School will not be used as a method of providing education, calculating student attendance, or generating revenue for students who are being home-schooled (also termed home study) pursuant to Louisiana Department of Education ("LDOE") home study provisions. This provision will not interfere with the Charter School's ability to provide for home-based instruction, as appropriate, and as allowed by State or Federal statutes, regulations, rules, or agency policies, to serve students facing significant or chronic illnesses or whose individualized education program teams determine their educational placement is in a home or hospital.

1.3 Facility

1.3.1 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.

1.3.2 The Charter Operator shall provide a copy of the lease, purchase agreement and/or facility agreement upon request by the BOARD. The Charter Operator shall continue to obtain and maintain all applicable use permits or certificates of occupancy necessary for the facilities owned or leased by it to be used and occupied as a school. The Board shall have access at all reasonable times to any such facilities for purposes of inspecting the same.

1.3.3 In the event that an adequate facility agreement and/or necessary certificates and permissions are not maintained by the Charter Operator and the Charter Operator cannot cure such deficiencies within sixty (60) days or if the nature of such deficiency is such that it cannot be reasonably cured within sixty (60) days or in the event that such facility agreement and/or certificates and permissions are terminated, revoked, suspended, or expire at any subsequent point thereafter, the Charter Operator may not provide instruction at the facility. In such event, the BOARD reserves the right to enforce its revocation rights set forth herein.

1.3.4 The Charter Operator shall comply with all applicable local, State, and federal laws and codes regarding school facility maintenance and upkeep.

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SECTION 2: OPERATION OF SCHOOL

2.1 Purpose

The Charter Operator shall provide educational services according to the educational standards established by law and this Agreement; measure student progress toward stated goals; and provide for student assessments required by law, regulation and adopted BOARD policy. The Charter Operator shall manage the Charter School in a financially prudent manner and provide the BOARD with timely and accurate reporting.

2.2 Governance

- 2.2.1 The Charter Operator and its Board of Directors are responsible for complying with and carrying out the provisions of this Agreement, including compliance with applicable laws and regulations and all reporting requirements. This provision shall not be construed to give rise to personal liability of individual Charter Operator board members in instances where the law would not impose such personal liability.
- 2.2.2 The Board of Directors of the Charter Operator will act in accordance with its duly adopted by-laws. The Board of Directors of the Charter Operator shall meet the director composition requirements in BESE Bulletin 126.
- 2.2.3 Each director of the Charter Operator's Board of Directors shall complete and submit an Annual Financial Form to the Louisiana Board of Ethics on or before May 15 of each year after initial submission following appointment.
- 2.2.4 The Charter Operator's by-laws (and any amendments thereto) shall be consistent with the Louisiana Code of Governmental Ethics, including, but not limited to, the adoption of and adherence to a formal conflict of interest policy that is consistent with applicable law.
- 2.2.5 Meetings of the directors of the board 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.*
- 2.2.6 The Board of Directors is 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 directors in instances where the law would not impose such personal liability.
- 2.2.7 The Charter Operator shall be the final authority in matters affecting the Charter School, including, but not limited to, staffing, financial accountability, and curriculum, except as otherwise provided in this Agreement and as provided by applicable law and by adopted BOARD policy.

The Charter Operator has entered into a contract with a "management organization," as defined in Louisiana Board of Elementary and Secondary Education ("BESE") Bulletin 126, to manage the Charter School. The Charter Operator is organized and maintained as a separate legal entity from the Management Organization for all purposes of this Contract. The Charter Operator acknowledges that the management organization

contract with BASIS Education Group, LLC, an Arizona corporation (“Management Company”), meets all requirements and standards set forth in BESE Bulletin 126. The Charter Operator also agrees to submit any other information reasonably requested by the BOARD regarding the contractual relationship with the management organization, including, but not limited to, a description of the management organization, with identification of its principals and their backgrounds. The Charter Operator shall not enter into an additional management contract with a management organization without notifying the BOARD.

- 2.2.8 The Management Company agrees in the Management Services Agreement to perform certain duties and responsibilities under this Agreement as further set forth therein and in a manner consistent with the Charter Operator’s obligations set forth in the Agreement.

2.3 Grade Range; Number of Students

- 2.3.1 The Charter Operator shall provide instruction to students in such grades and numbers in each year of operation under the Agreement as described in the Charter School’s Enrollment Projection Table set forth in Exhibit B, incorporated herein by this reference. The Charter School may enroll up to, but no more than, 120% of the total number of students which have been approved (as specified in Exhibit B) without seeking approval in accordance with La. R.S. 17:3991(C)(1)(c)(4). Additional school openings and enrollment of students beyond those provided for in Exhibit B, and as otherwise allowed by this section, shall be mutually agreed upon by the parties hereto.
- 2.3.2 The Charter Operator may make reasonable modifications within the grade levels approved as set forth in the Charter School’s Enrollment Projection Table 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 or add a grade that the Charter School was not scheduled to serve.

2.4 Student Recruitment and Enrollment

- 2.4.1 In order to be eligible to enroll, a student must live within the approved geographic boundaries. The Charter Operator must adopt a written student enrollment policy. The policy shall be consistent with Louisiana charter school law.
- 2.4.2 In no case shall recruitment and enrollment policies and practices require parents and students to incur any tuition or an attendance fee of any kind. The Charter School shall not impose pre-application conditions that shall cause parents to incur out-of-pocket expenses. In accordance with La. R.S. 17:177, the Charter School shall adopt and publish on its website a policy for the assessment, collection, and use of fees charged to students or their parents or legal guardians. The policy shall be revised annually as necessary and must contain at a minimum: (1) A list of all fees, including the purpose, use, and the amount or authorized range for each. (2) A description of how each fee is collected and spent; and (3) A description of how a student or his parent or legal guardian may request and receive a waiver of payment of a fee due to economic hardship and the objective criteria on which the granting of a waiver is based.

- 2.4.3 To the extent required herein, the Charter Operator will exercise reasonable efforts to recruit and enroll students with disabilities and economically disadvantaged students in accordance with La. R.S. 17:3991 and all applicable law.

2.5 Attendance

- 2.5.1 Attendance of students at the Charter School shall be in compliance with Louisiana's applicable Compulsory Attendance Laws. The Charter School shall remove from its rolls those students no longer in attendance and shall report such removals, including student disposition, using the Charter Operator's preferred tracking software for such purpose. The BOARD shall have access to such attendance and enrollment reports which must include student transfer information to the extent known.

2.6 Student Handbook

The Charter Operator shall implement a Student Handbook, approved by the Charter Operator, and shall disseminate the Student Handbook to students and parents each school year. The Charter Operator's Student Handbook shall include, but not be limited to the Charter School's Student Code of Conduct, Complaint policy, and Discipline Management Plan, each of which must be in compliance with applicable federal and State laws and written BESE policy. The Charter School's Student Handbook shall be submitted to the BOARD in accordance with timelines and procedures mutually agreed upon by the parties hereto. The Charter School may be evaluated, as outlined in Bulletin 126, based on compliance with the provisions of the Charter School's Student Handbook, to the extent that such provisions do not violate federal or State law or adopted BOARD policy.

- 2.6.1 Student Code of Conduct and Discipline Management Plan The Charter Operator shall maintain and implement written rules and procedures for student discipline, including suspensions and expulsion, consistent with La. R.S. 17:416 in conformity with those requirements for charter schools described in La. R.S. 17:3996. Such rules and procedures must be consistent with all applicable state and federal laws, including development of a master plan for improving behavior and discipline in accordance with La. R.S. 17:252. Those provisions regarding suspension and expulsion must meet all applicable requirements for due process, provision of alternative instruction, and federal laws and regulations governing the placement and provision of services to students with disabilities subject to suspension and expulsion, pursuant to the terms in section 2.16 of this contract. School discipline policies, procedures, and practices must incorporate research-based discipline practices, such as positive behavior interventions and supports, restorative justice, professional development for School faculty, and other classroom management strategies, as determined appropriate in the best judgement of the Head of School or designee.
- 2.6.2 The Charter Operator shall provide and/or pay for alternative education services for any student expelled from its school for disciplinary offenses in accordance with applicable federal and Louisiana law, including La. R.S. 17:416.2.

2.7 Complaint Policy

- 2.7.1 The Charter Operator shall implement and maintain a complaint policy to receive and

handle complaints brought against the Charter School and/or the Charter Operator by parents, students, and third parties. The complaints process implemented by the Charter Operator shall be consistent with applicable law and due process. The Complaint policy shall be included in the Charter School's Student Handbook, which shall be distributed to the parents and/or guardians of students enrolled in the Charter School and made readily available to all others on request of a copy.

- 2.7.2 The BOARD agrees to notify the Charter Operator regarding any complaints about the Charter School that the BOARD receives, whether verbal or written. The notification shall be made within ten (10) business days of receipt of the complaint by the BOARD and shall include information about the substance of complaint, together with copies of any written communications or evidence, taking into consideration any complainant's request for anonymity.

2.8 Pupil Progression Plan

- 2.8.1 The Charter Operator has adopted and will implement and adhere to its Pupil Progression Plan ("Pupil Progression Plan" or "PPP") developed in accordance with State laws and written BESE policies and regulations. In accordance with written BESE policies, the Charter School's PPP does not require approval or adoption by the BOARD. The Charter Operator shall annually submit its Pupil Progression Plan to the East Baton Rouge Parish School System prior to its annual submission to the Louisiana Department of Education. Other than ensuring submission to the East Baton Rouge Parish School System prior to submission to the Department, the Charter School's PPP is not subject to additional submission timelines established by the school system.
- 2.8.2 The Charter School's Pupil Progression Plan will include provisions to ensure that the needs of students with exceptionalities or economically disadvantaged students are being met, consistent with applicable law and written BESE policy.

2.9 Student Welfare and Safety

- 2.9.1 The Charter School shall comply with all applicable federal and Louisiana 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, fire safety, and any Louisiana regulations governing the operation of school facilities.

2.10 Nonsectarian Status

- 2.10.1 The Charter School shall be nonsectarian in its programs, admission policies, employment practices, and all other operations.

2.11 Evaluation

The Charter Operator's performance shall be evaluated in conformity with the standards set forth in Bulletin 126, adopted BOARD policies, and as specified herein. For purposes of contract extension, renewal, and revocation decisions, and other evaluations of the Charter School's performance, the BOARD will rely on the performance standards set forth in Bulletin 126, State performance measures and adopted BOARD policy. The Charter Operator acknowledges that the performance standards set forth in

Bulletin 126 are subject to change throughout the term of the Agreement, and agrees to be evaluated by standards stated herein and as stated in Bulletin 126 at the time of the evaluation. If the Charter Operator and the BOARD mutually agree to a binding set of performance standards, those may be utilized alongside Bulletin 126 and State performance measures, as applicable.

2.12 Curriculum

- 2.12.1 Subject to the conditions of this Agreement, 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 Louisiana law, including but not limited to requirements regarding LDOE content standards.

2.13 Student Records

- 2.13.1 Subject to paragraph 2.14.2 below, the Charter Operator shall comply with any and all written record-keeping requirements of BESE and Louisiana law and regulation and shall provide, upon request by the BOARD, any reports or student records, including, but 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. To align on anticipated deadlines for production of reports and student records, the BOARD and the Charter Operator shall mutually agree on an annual calendar highlighting production deadlines. This calendar shall be completed on or before July 1 for the upcoming academic school year. Any records provided by the Charter Operator in a format created by their preferred system will not be considered failing or noncompliance on the part of the Charter Operator when acting in good faith to satisfy the preferred format requests from the East Baton Rouge Parish School System if the requested records can be provided in another acceptable format. Compliance with formats used or preferred by the East Baton Rouge Parish School System shall not require the Charter Operator to alter its program of instruction or logistical operations when not required by State or federal statutes, regulations, rules, or written State agency policies or as agreed upon and included herein. Specifically, the Charter Operator is not required to utilize the East Baton Rouge Parish approved tracking system, JCampus, for student records or other student information and reporting purposes.

- 2.13.2 The Charter Operator shall comply with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C.A §1232g, and La. R.S. 17.3914. All student records will be stored in a safe and secure manner whether stored in paper form or digitally on on-site or off-site servers or in cloud storage. The Charter Operator will take other accepted data governance steps to ensure student privacy and the protection of personally identifiable information.

- 2.13.3 If this Charter Contract is terminated, revoked, or surrendered, or the Charter School otherwise ceases to operate, all student records shall be immediately secured and promptly transferred to the BOARD unless prior arrangements have been made between the Charter Operator and the BOARD. The Charter Operator shall supply in a timely manner all reports, test results, and other information that are required under this

Agreement, Louisiana law, and written BESE policy and regulations in accordance with timelines and processes mutually agreed upon by the parties hereto.

2.13.4 In compliance with applicable federal and Louisiana law, the Charter Operator shall provide for the transfer of the education records, including special education records, of any student who was enrolled at the Charter School upon the written request of any authorized person on behalf of an educational facility within or outside of the state of Louisiana, where the student has become enrolled or is seeking enrollment.

2.13.4.1 The transfer of such records, whether by mail or otherwise, shall occur not later than ten (10) business days from the date of receipt of the written request.

2.13.4.2 If a student has been expelled, the transferred records shall include the dates of the expulsion and the reasons for which the student was expelled.

2.13.5 The Charter Operator shall maintain records of all students transferring into the Charter School and withdrawing from the Charter School as required by Bulletin 126.

2.14 Reporting

2.14.1 The Charter Operator shall supply in a timely manner all reports, data, test results and other information required under this Agreement, State and federal law or written BESE policy and regulations, or reasonably requested by the BOARD in writing, in accordance with written timelines and processes established by the BOARD.

2.14.2 The Charter Operator agrees to submit all reports and other information in the manner reasonably prescribed in writing by the BOARD, which may include the use of a document-storage and management system and an oversight and compliance management system. The management system which will be utilized by the Charter Operator cannot be prescribed by the BOARD.

2.15 Assessment of Student Performance and Procedures for Corrective Action

2.15.1 The Charter Operator shall implement the plan for assessment of student performance, administration of state-wide assessments, and procedures for corrective action as required by State law, written BESE policy and adopted BOARD policy. The Charter Operator shall perform all student testing required by State and federal law and written BESE policy and regulations.

2.16 Education of Students with Exceptionalities

2.16.1 The Charter Operator will comply with the applicable requirements of federal and State law, written BESE policy and adopted BOARD policy concerning the education of children with exceptionalities, including the requirements of the Individuals with Disabilities Act ("IDEA"), 20 U.S.C. §1401, *et seq.*, Section 504 of the Rehabilitation Act (Section 504), the Americans with Disabilities Act (ADA), LDOE Bulletin 1706 and other applicable LDOE regulations, and related provisions of the School Enrollment Policies and Procedures. Pursuant to La. R.S. 17:3995, the Charter School shall be considered an approved public school and shall serve as the local educational agency ("LEA") for purposes of the IDEA, and the Charter School is responsible for ensuring that all federal and State guidelines regarding special education, including (but not

limited to) IDEA, are met. For the purposes of IDEA, the BOARD will pass through the IDEA Basic Grant Funding and all other special education funding allocated to the LEA for the purposes of the education of children with exceptionalities at the Charter School. The Charter School shall be responsible for providing those specialized instructional and related services required pursuant to student Individualized Education Programs ("IEPs"), and the services, modifications, or accommodations required by students' Section 504 Plans. The Charter Operator shall meet all such guidelines and requirements for students enrolled in the Charter School, including acquiring and maintaining appropriate staffing for implementation of this Contract. The Charter Operator acknowledges that it is responsible for the management of federal money or grants that it is awarded directly, and the Charter Operator will indemnify the BOARD regarding any claims or findings related to these funds as set forth in Section 6.3 herein.

2.16.2 Education of Students with Disabilities.

2.16.2.1 The Charter Operator recognizes and agrees that it is solely and exclusively responsible for providing services, including related services, and accommodations to students who have a disability within the meaning of Section 504 and the ADA but are not eligible for special education and related services under the IDEA, and that nothing in this Charter Contract shall be construed to require the BOARD to provide services or accommodations to such students.

2.16.2.2 The Charter School shall be responsible for providing and paying the cost of defense for any and all charges, complaints or investigations concerning special education and students with disabilities by the Office for Civil Rights (OCR), the Louisiana Department of Education (state complaints), or IDEA due process proceedings and shall be responsible for managing the defense of and settlement of any such claims. The Charter School agrees to indemnify and hold harmless the BOARD from any and all liability, claims, and demands arising from or relating to the education of students with disabilities at the Charter School.

2.17 Volunteer Requirements.

2.17.1 Any requirement that parents commit to 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.

2.18 Parental Involvement Plan

2.18.1 The Charter Operator shall implement a plan to encourage and increase parental involvement.

2.19 Oversight Authority

2.19.1 The BOARD shall have oversight over the Charter School pursuant to this Agreement, and to La. R.S. 17:3982. Such oversight authority shall include the right of the BOARD

to require the Charter Operator to undertake and complete corrective action if there is a reasonable basis to believe that the Charter Operator may have violated any federal or State laws, written BESE policy, adopted BOARD policy, or any of the terms or conditions of this Charter Contract.

- 2.19.2 All records established and maintained in accordance with the provisions of this Agreement, written BESE policies and/or regulations, and federal and State law shall be opened to inspection by the BOARD to the extent allowable by law.

2.20 Site Visits

- 2.20.1 The Charter Operator shall allow representatives from the BOARD, the Louisiana Legislative Auditor, contracted evaluators, law enforcement officials, or any other federal, state, or local regulatory agency to visit the Charter School site at any reasonable 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 (if any). During such site visits, to the extent practicable and allowable by law, the Charter Operator shall allow the visiting officials full and immediate access to its financial and educational records, reports, files, and documents which are not privileged, confidential, or otherwise subject to nondisclosure.

2.21 Production of Documents

- 2.21.1 Representatives of the Charter Operator or the administrator of the Charter School shall produce all documentation and information reasonably and lawfully requested by BOARD, the Louisiana Legislative Auditor, contracted evaluators or any other federal, state, or local regulatory agency within three (3) business days of a written request, if not prohibited by FERPA or La. R.S. 17:3914. 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 Employees of the Charter Operator and directors on the board of directors of the Charter Operator shall attend all training sessions required in writing by the BOARD that are aligned with USDOE, written BESE or adopted BOARD policy.
- 2.22.2 A representative of the Charter Operator shall attend all meetings in which the BOARD requests its presence in writing. These meetings shall include, but are not limited to, meetings with the BOARD. The BOARD shall provide the Charter Operator at least seven (7) business days' notice of all meetings.

2.23 Health Services and Protections

- 2.23.1 The Charter Operator shall provide appropriate health services and safety protections to the extent required by applicable federal and State law, written BESE policy and adopted BOARD policy.

2.24 Transportation Services and Food Services

- 2.24.1 The Charter Operator may contract with the BOARD, a third party or otherwise provide transportation to all students enrolled and residing within the geographic boundaries of the local school district and more than one mile from the Charter School. The Charter Operator shall provide transportation services to any student requiring transportation as

part of his or her Individualized Education Program (IEP). The Charter Operator shall submit a school transportation plan to the BOARD to ensure compliance according to written timelines established by the BOARD. The plan may include alternative options for transportation, including but not limited to buses, vans, carpools or public transportation as permitted by law and written BESE policy.

- 2.24.2 To the extent required by federal and State law, the Charter Operator shall provide food services to students, taking into consideration the nutritional needs of the students.

2.25 Corporate Partnership

- 2.25.1 This Charter Operator has entered into a Corporate Partnership pursuant to La.R.S. 17:3991.1, as described in Exhibit C.

2.26 Non-Discrimination

- 2.26.1 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; the Americans with Disabilities Act of 1990, as amended; and the implementing regulations to the above statutes.
- 2.26.2 The Charter Operator agrees not to discriminate in its employment practices and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.
- 2.26.3 Any intentional act of discrimination, as found by a court of competent jurisdiction, in violation of State or federal law committed or sanctioned by the Charter Operator's Board of Directors and failure by the Charter Operator to take prompt corrective action when put on notice of a finding of discrimination, shall be deemed a material breach of the Agreement and shall be grounds for revocation of the Agreement.

2.27 Notification Requirements

- 2.27.1 The Charter Operator shall notify the BOARD in a timely manner of any material conditions that may cause the Charter School to vary from the terms of this Agreement or from State law, federal law, written BESE policy or adopted BOARD policy.
- 2.27.2 The Charter Operator shall notify the BOARD in a timely manner of any circumstances requiring the temporary or permanent 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 Charter School facility.
- 2.27.3 The Charter Operator shall notify the BOARD in a timely manner of the arrest of any directors of the Charter's Board of Directors, employees, or any person directly employed by the Charter Operator for a crime listed in La. R.S. 15:587.1(C) or any crime related to the misappropriation of funds or theft.

- 2.27.4 The Charter Operator shall notify the BOARD of its default on any obligation, which

- shall include uncontested debts for which payments are past due by ninety (90) days or more.
- 2.27.5 The Charter Operator shall remain in good standing with the Office of the Louisiana Secretary of State and shall promptly notify the BOARD of any change in its corporate standing.
- 2.27.6 The Charter Operator shall notify the BOARD if its enrollment decreases by ten percent or more compared to the most recent student count submitted to the BOARD.
- 2.27.7 If the Charter Operator has contracted with a management organization and such contract is terminated or not renewed, the Charter Operator shall provide written notification to the BOARD within two (2) business days of the termination of the relationship. Failure to notify the BOARD about loss of the management organization within two (2) business days may be considered a violation of this Agreement.
- 2.27.8 The Charter Operator shall notify the BOARD within two (2) business days of any official action of its board of directors which results in the appointment of a new president of the Charter Operator's board of directors.
- 2.28 Compliance with Applicable Law
- 2.28.1 The Charter Operator shall comply with all federal and State laws and regulations applicable to Type 1 charter schools and all requirements imposed on Type 1 charter schools by written BESE policy and regulation, except as provided for in Section 2.16.

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SECTION 3: SCHOOL FINANCIAL MATTERS

3.1Funding

- 3.1.1 Fiscal Year. The fiscal year of the Charter School shall begin on July 1 of each calendar year of the term of this Charter and shall end on June 30 of the subsequent calendar year. Prior to the beginning of each new fiscal year, the Charter Operator shall follow written procedures required by the BOARD to determine enrollment projections for the upcoming school year.
- 3.1.2 The Charter School shall be considered an approved public school of the BOARD and shall receive a pupil allocation computed annually pursuant to the most recent legislatively approved minimum foundation program formula determined by the allocation weights in the formula based upon student characteristics or needs, received by the school district in which the student resides from the following sources based on the district's membership count used in the minimum foundation program formula as set forth in La. R.S. 17:3995.
- 3.1.3 The Charter Operator shall receive the state-funded per pupil allocation, based upon the weighted student membership count, received by the district pursuant to the most recent legislatively approved minimum foundation program formula, including all levels and allocation weights based upon student characteristics or needs as provided in the formula except any supplementary allocations for specific purposes. Supplementary allocations for specific purposes shall be provided to charter schools based solely on the funds generated by the charter school within each specific allocation.
- 3.1.4 As set forth in La. R.S. 17:3995(A), the local revenue on which the per pupil amount will be based will be from the following sources, excluding any portion which has been specifically dedicated by the legislature or dedicated specifically by voter approval;
 - 3.1.4.1 Sales and use taxes, less any collection fee paid by the school district;
 - 3.1.4.2 Ad valorem taxes, less any tax collection fee paid by the school district;
 - 3.1.4.3 Earnings from sixteenth section lands owned by the school district;All as further set forth in La. R.S. 17:3995.
- 3.1.5 Initial allocation of the per pupil amount required in Section 4.1.2 shall be based on estimates provided by the state Department of Education using the most recent projected prior year local revenue data and projected pupil counts available. Allocations shall be adjusted during the year to reflect actual pupil counts and actual prior year local revenue collections.
- 3.1.6 As set forth in La. R.S. 17:3995(C), the Charter School may solicit, accept, and administer donations or any other financial assistance in the form of money, grants, property, loans, or personal services for educational purposes from any public or private person, corporation, or agency and must comply with rules and regulations governing grants from the federal government or from any other person or agency, which are not in contravention of the State constitution and any other applicable law. All funding assistance from any public or private source must be distributed in a nondiscriminatory manner.

- 3.1.7 Monthly Minimum Foundation Program (“MFP”) allocations will be transferred to the Charter Operator within 15 calendar days of receipt by the BOARD each month or in accordance with the distribution schedule set by the State. The Charter School will report student, staff and financial information in the manner prescribed by the BOARD in writing and allocations may be adjusted during the year, as necessary, to reflect the actual student count, staff count and prior year local revenues.
- 3.1.8 The BOARD shall annually charge the Charter Operator a fee in the amount equal to or less than two percent of the total per pupil amount, as defined by law, for administrative overhead costs incurred by the BOARD for considering the charter renewal application and any amendment thereto, providing monitoring and oversight of the Charter School, collecting and analyzing data of the Charter Operator, and for reporting on school performance. Such fee amount shall be withheld from the per pupil amount in monthly increments and shall not be applicable to any federal money or grants received by the Charter Operator. In accordance with La.R.S. 17:3995(A)(4)(c), by not later than ninety days following the end of each fiscal year, the Charter School shall be provided by the BOARD an itemized accounting of all administrative overhead costs. Any administrative overhead costs which are not allocated or accounted for within the ninety day reporting period shall be returned to the Charter School. The Charter Operator acknowledges that each year initial funding will be based on the projected student enrollment and projected per student MFP allocation. The amount of funding will be adjusted throughout the school year to reflect actual student counts, the results of any audits, and the final per student MFP allocation. However, within fifteen (15) days of the receipt of any state, local, or other funding to which the Charter Operator is entitled or which came as a result of students enrolled in the Charter School, the Board shall ensure that those funds are available for use by the Charter Operator.
- 3.1.8.1 Any grants that begin at the LEA level (which does not include any federal grants contemplated in Section 2.16 herein) and are required to pass through the BOARD, as LEA, including but not limited to Charter School Program grants, may be subject to a five (5) percent administrative fee, including but not limited to indirect costs, to be withheld by the Board before funds are sent to the Charter Operator. To ensure transparency, the BOARD will direct District staff to provide the Charter School with all notices from granting agencies and entities showing the award or allocation amounts and include the Charter School in the budgeting process.
- 3.1.8.2 The Charter School will follow all requirements related to procurement processes for obtaining services paid for by grants and will ensure that personnel who provide services paid for with grant funds are appropriately qualified in accordance with the requirements for charter schools in the state of Louisiana. The Charter School shall not be required to utilize District services to fulfill grant-funded service needs. Nor will the Charter School be required to seek contract approval from District staff prior to utilizing the service in order to be reimbursed for the expenditure if the contractor is obtained through appropriate procurement

procedures and meets eligibility requirements under the grant.

3.1.9 The Charter School shall be eligible for any other federal, restricted state, and unrestricted state funding for which the Charter School or its pupils qualify. The Charter School shall receive at a minimum its per pupil share for any state or federal grant program such as any funding provided for technology, teacher supplies, kindergarten through third grade reading and mathematics, summer school, and other remediation funding, as well as any other state or federal grant program where funding is distributed on a per pupil basis and the Charter School is eligible to receive the funding under the terms of the grant. The Charter School shall comply with the terms of the grant. If the funds are of the type that must pass through the BOARD prior to being allocated to the Charter Operator, the BOARD shall ensure that such funds are made available for use by the Charter School no less than fifteen (15) days after the BOARD receives such funding from the state or the federal government, provided the chartering authority applied for such funding directly. The Charter School may apply for and be awarded funding directly from the state or federal government. The BOARD shall not charge indirect costs or administrative fees for grants or federal funds, including but not limited to IDEA funding, awarded directly to the Charter Operator. The Charter Operator acknowledges that it is solely responsible for the management of federal money or grants that it is awarded directly and will fully indemnify the BOARD regarding any findings of mismanagement or fraud related to the receipt of these funds.

3.1.10 The implementation and/or continuation of the provisions of this Charter Contract are contingent upon a State legislative appropriation or allocation of funds necessary to fulfill the requirements of the Charter Contract. If the State legislature fails to appropriate sufficient monies to provide for the implementation and/or continuation of the Charter Contract, or if such appropriation is reduced by the veto of the Governor of the State or by any lawful 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 implementation and/or continuation of the Charter Contract, the Charter Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

3.1.11 No liability shall accrue to the BOARD should the events described in the preceding paragraph occur. The BOARD shall not be obligated or liable for any future payments or for any damages as a result of termination under the previous paragraph.

3.1.12 Nondiscrimination in use of funds.

The Charter School shall expend its available funds, as specified in Section 3.1.4, in a nondiscriminatory manner to meet the needs of all of its students, including student with disabilities under Section 504 and students with exceptionalities.

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.

3.2.2 The Charter Operator shall comply with all rules, guidelines, and regulations adopted by BESE and/or adopted BOARD policy prescribing forms and practices for budgeting,

accounting, and financial reporting.

3.2.3 The Charter Operator agrees to submit any amended budgets or other requested financial documents according to the guidelines developed and adopted by the BOARD.

3.2.4 Non-Commingling. Assets, funds, liabilities, and financial records of the Charter Operator shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization including any education management organization whose services are retained by the Charter Operator as well as other charter schools that retain the services of the same education management organization.

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).

3.2.6 The Charter Operator shall conduct an annual independent audit and submit it to the Louisiana Legislative Auditor, with copy to the BOARD, 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.

3.3 Qualified and Competent Business Professional

3.3.1 The Charter Operator shall retain for the duration of this Charter Contract a Qualified and Competent Business Professional who meets or exceeds the minimum requirements and qualification specified in BESE in Bulletin 1929, the *Louisiana Accounting and Uniform Governmental Handbook*, to produce all financial and accounting information and reporting required by this Charter Contract, State law, and written BESE policy and regulation, except the required annual audit, which must be performed by an independent auditor. 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 and thereby affirming that the information contained therein is true and accurate.

3.3.2 The Charter Operator shall ensure that a Qualified and Competent Business Professional validates all student count reports submitted by the Charter Operator to the BOARD.

3.3.3 The Charter Operator shall ensure that a Qualified and Competent Business Professional is responsible for validating all inventory reports submitted to the BOARD by the Charter Operator in accordance with BESE Bulletin 126, Section 2509.

3.4 Tuition and Fees

3.4.1 The Charter Operator shall not charge any student tuition, an attendance fee, or a fine of any kind. Any other fee shall be subject to a waiver process that considers individual family circumstances. The Charter Operator shall not condition the enrollment, registration, earning of credit, or receipt of grades of any student on the payment or nonpayment of fees. This does not prohibit the charter operator from requiring fees for extracurricular activities, or a fully refundable books/materials deposit, provided

waivers are available for students with financial hardships.

3.5 Financial and Operational Records & Oversight

- 3.5.1 All records of the Charter School are subject to inspection and production as set forth in this Agreement and to the extent required by the Louisiana Public Records Act. If this Agreement is terminated, the Charter Contract is revoked or surrendered, or the Charter School otherwise ceases to operate, the possession of all records of the Charter School shall be promptly transferred to the BOARD.
- 3.5.2 Notwithstanding anything to the contrary herein, the BOARD shall not have access to documents constituting communications with the Charter Operator's attorney and which are protected by attorney-client privilege, or attorney work product doctrine; or documents that would otherwise be executive session minutes, or attorney client consultation in executive session or subject to work product exception relating to negotiations with the BOARD.
- 3.5.3 The BOARD may make announced or unannounced visits to the Charter School to fulfill its oversight responsibilities. Except in emergencies, and when directed by the Superintendent of Schools, visits should be pre-arranged in a professional manner to avoid needless disruption of the educational process.
- 3.5.4 Communication. In an effort to streamline communication and mitigate misdirected correspondence concerning time-sensitive issues, The BOARD agrees to communicate with a primary contact provided by the Charter Operator in Section 7.2 herein, including but not limited to notices of non-compliance, alleged breaches of contractual obligations, and any performance related issues by the Charter Operator.

3.6 Assets

- 3.6.1 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 Charter School otherwise ceases to operate, all assets purchased by the Charter Operator with any public funds, subject to any existing claims of creditors, shall automatically revert to full ownership by the BOARD.
- 3.6.2 If the Charter School fails to serve students or closes for any reason, including the revocation of its Charter Contract, the Charter Operator shall promptly refund all equipment and cash on hand attributable to State or federal funding, as applicable, to the BOARD; shall not pay any debts with such funds, whether incurred before or after the failure to open and serve students or the closure of the Charter School; and shall make no other disposition whatsoever of such funds or equipment.
- 3.6.3 In the event of a voluntary surrender of the Charter Contract, the Charter Operator shall comply with the BOARD-approved School Closure and Transfer Process regarding the disposal of property and funds.
- 3.6.4 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, subject to the existing claims of creditors, ownership of

the asset will revert to the BOARD.

3.6.5 The Charter Operator shall maintain a complete and current inventory of all school property and shall audit the Charter School property inventory annually.

3.6.6 The Charter Operator shall be responsible for adequately safeguarding all assets purchased with any public funds and shall produce evidence of such upon written request by the BOARD or its designee.

3.7 Insurance

3.7.1 The Charter Operator shall obtain property insurance for buildings being used by the Charter Operator to fulfill the purposes of this Agreement and any contents purchased by the Charter Operator with State or federal funds. The property insurance obtained by the Charter Operator shall provide the BOARD with the ability to file a claim for any loss of property purchased with State or federal funds.

3.7.2 As evidence of compliance with the insurance required by this Charter Contract, the Charter Operator shall retain current certificates of insurance signed by an authorized representative of the insurer(s) for inspection by the BOARD upon written request. The certificates shall evidence that policies providing the required coverage, conditions and limits are in full force and effect.

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SECTION 4: PERSONNEL

4.1 Employment Matters

- 4.1.1 The Charter Operator shall employ and/or 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 Charter Application. The parties hereto agree that teachers and other staff employed by the Charter Operator are not employees of the BOARD.

4.2 Instructional Providers and Administrators

- 4.2.1 The Charter Operator shall employ or otherwise utilize in instructional positions, or cause to be employed or otherwise utilized in instructional positions, only those individuals who are credentialed in accordance with applicable federal and State law, rules and regulations.
- 4.2.2 The Charter Operator shall evaluate all administrators and instructional providers as required by applicable Louisiana law and written BESE policy.

4.3 Paraprofessionals

- 4.3.1 Paraprofessionals employed by the Charter School shall meet all qualification requirements imposed by applicable federal and Louisiana law, rules, and regulations.

4.4 Criminal History Review

- 4.4.1 The Charter Operator shall conduct a criminal history review through the Louisiana Department of Public Safety and Corrections, Office of State Police, Bureau of Criminal Identification for each individual the Charter Operator intends to hire, and for each independent contractor who may have supervisory or disciplinary authority over children at the Charter School. The criminal history review shall include a fingerprint check and simultaneous Federal Bureau of Investigation check. All costs associated with the criminal history review shall be the responsibility of the Charter Operator, although the Charter Operator may assign the responsibility to those persons undergoing the criminal history review.
- 4.4.2 The Charter Operator shall not hire a person who has been convicted of or has pleaded *nolo contendere* to a crime listed in La. R.S. 15:587.1(C) as a teacher, substitute teacher, bus driver, substitute bus driver, janitor, school security personnel, cafeteria personnel, or a school employee who might reasonably be expected to be placed in 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.
- 4.4.3 No person employed or otherwise associated with the Charter School, including any contact person listed on the Charter School application or any director of the Charter School 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.
- 4.4.4 The Charter Operator shall adhere to all written 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.

SECTION 5: CONTRACT TERM, RENEWAL & REVOCATION

5.1 Seven-Year Term.

- 5.1.1 Pursuant to the provisions of La. R.S. 17:3992 A(1), this Charter Contract shall be effective upon complete execution for a renewal term of seven (7) years, beginning on January 1, 2025 and ending on June 30, 2032 unless renewed in advance.

5.2 Renewal.

- 5.2.1 Prior to the expiration of the current Charter Contract, the Charter Contract may be renewed at the discretion of the BOARD pursuant to applicable provisions of Title 17, Chapter 42, of the Louisiana Revised Statutes and in accordance with the evaluation and renewal standards outlined in Bulletin 126 and adopted BOARD policy. The BOARD shall notify the Charter Operator in writing of any decisions made relative to the renewal or nonrenewal of a school's charter not later than January thirty-first of the year in which the charter would expire. A notification that a charter will not be renewed shall include written explanation of the reasons for such non-renewal. Failure by the BOARD to notify the Charter Operator in accordance with these requirements will indicate the Charter School contract has been renewed.

5.3 Replication.

- 5.3.1 For each locally-authorized charter school which has met the performance criteria below, a charter operator may open and operate two additional schools that serve the same grade levels and the same enrollment boundaries as the school meeting the automatic renewal criteria without formal application to the BOARD.

5.3.1.1 The charter school must have:

- A letter grade of “B” or higher, or an equivalent school performance score (SPS);
- Earned designations of “Meets All Expectations” or “Met Most Expectations” for financial and organizational performance benchmarks in accordance with the BESE and LDOE accountability system in each of the previous three years of operation; and
- Had no significant audit findings during the term of the charter agreement.

5.4 BOARD-Charter Operator Dispute Resolution Procedures. In the event any dispute arises between the BOARD and the Charter Operator concerning this Contract, including, but not limited to, the implementation of or waiver from any BOARD policies, regulations, or procedures, such dispute shall be subject to the dispute resolution process set forth in this Section, unless specifically otherwise provided.

- 5.4.1 The Charter Operator and the BOARD agree that the existence and details of a dispute notwithstanding, both Parties shall continue their performance of obligations herein without delay except for any performance which may be directly affected by such dispute. In no case shall the existence of a dispute between the Parties serve to delay or deny services to a student with a disability at the School. The Parties each agree to access available federal, State, and local resources as may be necessary to support student services during the pendency of a dispute.

- 5.4.2 Either party shall notify the other party that a dispute exists between them within thirty (30) days from the date the dispute arises. Such notification shall be in writing and shall identify, if applicable, the Article and Section of the Agreement or describe or identify, with specificity, the issue that is in dispute and, if applicable, the grounds for the position that such Article and Section is in dispute. The matter shall be immediately submitted to the Charter Operator designee specified in the Notice section of this Agreement and the Superintendent of the BOARD, or their respective designees, for further consideration and discussions to attempt to resolve the dispute. Upon Notice, the BOARD may take no adverse action until resolution.
- 5.4.3 In the event these representatives are unable to resolve the dispute informally, then within thirty (30) days after the date of notification by one to the other of the existence of a dispute, the matter may be submitted to an independent mediator, who shall be agreed upon by the Parties within fifteen (15) calendar days following the moving party's written request for mediation. The mediation shall be scheduled and concluded within sixty (60) days of the moving party's written request for mediation, with final written findings entered by the mediator and served on both Parties within said 60-day timeframe. The mediator shall also apportion all costs reasonably related to the mediation equally between both Parties. The mediation process shall be closed to the public and all information submitted during mediation shall be confidential to the extent permitted by law. If the dispute is still not resolved at the conclusion of the mediation, the mediator shall make an advisory recommendation to the BOARD, which shall in turn decide on the matter within thirty (30) days of its receipt of the advisory recommendation.

The decision of the BOARD shall be final; provided, however, that the Charter Operator may appeal to the BESE.

5.5 Closure

- 5.5.1 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 Contract, or dissolution of the Charter Operator, the Charter Operator's Board of Directors shall have direct responsibility for carrying out the orderly closure of the Charter School and disposition of assets in accordance with applicable law. The BOARD shall have authority to supervise, oversee, or direct the dissolution of the Charter School and the disposition of assets of the Charter School.
- 5.5.2 Upon the Charter Operator's receipt of written notice of termination, and throughout the period of Charter School operation between the notice of termination and school closure, if any, the Charter Operator shall (i) comply with applicable provisions of law and perform all obligations necessary thereto, (ii) designate a representative of the Charter Operator who shall retain responsibility for the security of and access to all Charter School records, including student records, (iii) provide the means and capability to access Charter School records, including student records, to the BOARD, as designated in writing, and (iv) fully cooperate with the BOARD, who shall have unrestricted and equal access to Charter School records, including student records during the period prior to the closure of the Charter School. Upon termination and closure, the Charter Operator shall secure all Charter School records, including student records, in the possession of the Charter School and shall grant to the BOARD access to records requested by the

BOARD. The BOARD may take possession of such records, and upon taking possession of such records shall thereafter fulfill any and all statutory and contractual duties concerning the Charter School records, including the student records that are within the BOARD's possession; provided that in performing the Charter Operator's legal or contractual duties, the Charter Operator shall comply with applicable law. The Charter Operator shall take all reasonable steps necessary to collect and assemble in an orderly manner the educational records of each student who is or has been enrolled in the Charter School so that those records may be transmitted to the BOARD.

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SECTION 6. OPERATION OF THE CONTRACT

6.1 Entire Agreement

- 6.1.1 The Charter Operator and the BOARD intend this Agreement, including all of the Exhibits, to represent a final and complete expression of their agreements, which shall be considered the Charter Contract; except that the parties hereto recognize that amendments to this Agreement may be approved by the parties hereto from time to time hereafter. All prior representations, understandings, and discussions are merged herein, and no course of prior dealings between the parties hereto shall supplement or explain any terms used in this Agreement.

6.2 Notice

- 6.2.1 Any notice required or permitted under this Agreement shall be in writing and shall be effective immediately upon personal delivery or receipt by electronic transmission (subject to verification of service or acknowledgment of receipt) or three (3) days after mailing when sent by United States Postal Service certified mail, postage prepaid, to the following:

In the case of the Charter Operator:

Executive Director
BASIS Charter Schools, Inc.
7975 N Hayden Road, Suite C240
Scottsdale, AZ 85258

With Copy to:

BASIS Educational Group, LLC.
Attention Compliance
7975 N. Hayden Rd., Suite B202
Scottsdale, AZ 85258

In the case of the East Baton Rouge Parish School Board:

School Board President
East Baton Rouge Parish School Board
1050 South Foster Drive
Baton Rouge, LA 70806

6.3 Indemnification and Disclaimer of Liability

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

- 6.3.2 The Charter Operator acknowledges that it is without authority to extend the faith and credit of the BOARD to any third party. The Charter Operator shall clearly communicate to vendors and other entities and individuals outside the BOARD 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 the BOARD.
- 6.3.3 The BOARD acknowledges that it is without authority to extend the faith and credit of the Charter Operator to any third party. The BOARD shall clearly communicate to vendors and other entities and individuals outside the Charter Operator that the obligations of the BOARD under agreement or contract are solely the responsibility of the BOARD and are not the responsibility of the Charter Operator.
- 6.3.4 Each Party agrees that to the extent allowable under the Louisiana Constitution and federal and Louisiana law, it will defend, indemnify, and hold harmless the other Party, and its directors, officers, employees, agents, and other representatives harmless for, from and against any and all claims, actions, and causes of action of third parties, and all associated loss, cost, expense (including attorneys' fees and other costs and expenses of litigation, defense and appeal), damage, injury, and liability whatsoever arising from or in any way related to (i) a Party's gross negligence or willful acts or omissions in performing any of its obligations under this Charter Contract; or (ii) a material breach by a Party of this Charter Contract.
- 6.3.5 This Agreement is not an employment contract. No officer, employee, agent, or subcontractor of the Charter Operator is an officer, employee, or agent of the BOARD and no officer, employee, agent, or subcontractor of the BOARD is an officer, employee, or agent of the Charter Operator.
- 6.3.6 The parties hereto acknowledge that the BOARD is not liable for the debts or financial obligations of the Charter Operator or the Charter School.
- 6.3.7 The parties hereto acknowledge that the BOARD 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, including the Charter School.

6.4 Waiver

- 6.4.1 The parties hereto agree that either party's failure to insist on strict performance of any term or condition of this Charter Contract 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

- 6.5.1 No right or interest in this Charter Contract shall be assigned by anyone on behalf of the Charter Operator without prior written approval of the BOARD, and delegation of any contractual duty of the Charter Operator shall not be made without prior written approval of the BOARD, which approval may be given or withheld at the sole discretion of the BOARD. A violation of this provision shall be grounds for immediate termination of this Agreement and revocation of the Charter.

6.6 Applicable Law

- 6.6.1 This Charter Contract shall be governed by and construed in accordance with the laws of the State and all applicable federal laws of the United States of America.

6.6.2 The Charter Operator shall comply with all federal and Louisiana laws and regulations applicable to Type 1 charter schools, including all applicable requirements imposed by State law and written BESE policy and regulations. The Charter Operator shall conform, in all respects, with the educational standards contained in this Agreement and in written BESE policy, State law and adopted BOARD policy.

6.6.3 The parties hereto intend that they be bound by, and that this Charter Contract be subject to, any and all statutes, regulations, written policies and procedures applicable to Type 1 charter schools as written at the time of this Agreement. The Charter Operator and the BOARD mutually agree to comply with any future amendments, additions to, or deletions from such laws.

6.7 Severability

The provisions of this Charter Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition, and the remainder of the Charter Contract shall remain in effect unless otherwise terminated by the parties hereto.

6.8 No Third-Party Beneficiary

6.8.1 The enforcement of the terms and conditions of this Charter Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the BOARD and the Charter Operator. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other or third 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

6.9.1 This Agreement may be signed in counterparts, which shall together constitute the original Contract. Electronic signatures or signatures received by facsimile or email (in portable document format) by either of the parties hereto shall have the same effect as original signatures.

6.10 Material Amendment

6.10.1 Any material amendment to this Agreement will be effective only with approval of both the BOARD, or its designee, and the Charter School's Board of Directors. A Material Amendment shall not become effective and the Charter Operator shall not act or implement the changes requested in the amendment until the amendment is approved by the BOARD or its designee.

6.10.2 The Charter Operator will submit any proposed Material Amendment to the BOARD for approval. "Material Amendment" is defined as an amendment that makes substantive changes to Charter School's governance, operational, or academic structure. Material Amendments include:

- changes in legal status or management, including the structure of the board of directors, a corporate partnership, or assignment of or changes in management organization;
- changes in grade levels served;
- changes in student enrollment which result in enrollment in excess of

120 percent of the total number of students set forth in this Agreement, if applicable; and

- changes in admission procedures or criteria, if applicable.

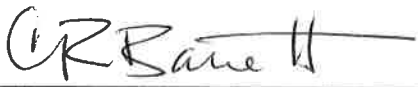
IN WITNESS WHEREOF, the parties have executed this Contract as of the date below.

**EAST BATON ROUGE PARISH SCHOOL
BOARD**

By: 
BOARD PRESIDENT

11/21/24
DATE

BBR SCHOOLS, INC.

By: 
CHAIR/PRESIDENT

11/23/24
DATE

TABLE OF EXHIBITS

Exhibit A	Location
Exhibit B	Grade Level Enrollment Projections Table
Exhibit C	Corporate Charter Partner

CHARTER SCHOOL LOCATION: EXHIBIT A

Name of Charter School: BASIS Baton Rouge Materra Campus

The Charter Operator shall provide educational services, including the delivery of instruction, at the location(s) specified below:

The property located 7550 McCall Dr, Baton Rouge, LA 70817

GRADE LEVEL ENROLLMENT PROJECTIONS TABLE: EXHIBIT B

Grade	Total FY24	Total FY 25	Total FY 26	Total FY 27	Total FY 28	Total FY 29
K	97	96	64	64	62	60
1	100	98	96	64	62	60
2	99	97	96	96	62	60
3	132	96	97	96	64	60
4	129	130	92	92	94	60
5	132	128	124	90	94	60
6	109	131	150	156	175	191
7	27	71	119	137	142	159
8	34	20	60	101	116	121
9	11	14	10	31	52	59
10	0	10	12	9	28	46
11	0	0	10	12	9	27
12	0	0	0	10	12	9
Total	870	891	930	958	972	972

CORPORATE CHARTER PARTNERSHIP: EXHIBIT C

Woman's Hospital is the Corporate Partner to BASIS Baton Rouge.

Woman's Hospital meets the requirement under La.R.S. 17:3991.1 for corporate partnership through its agreement with the Charter Operator to donate the land on which the school is built. The partners have entered a rent-free land lease (in a separate agreement) for a term of 31 years commencing on August 1, 2017 and ending on July 31, 2048, with the option to renew the Lease for two additional 10 year periods. Consideration for the provision of land through the lease is that BASIS Baton Rouge provide enrollment preference of up to 50% of the seats available in each open enrollment period to dependent children of Woman's Hospital employees.