

**Type 1 Charter Contract entered into by Great Hearts Louisiana, Inc. (GHLA) and the East
Baton Rouge Parish School Board**

Effective November 29, 2021

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CHARTER SCHOOL CONTRACT FOR TYPE I 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 Great Hearts Louisiana, Inc. (GHLA) ("Charter Operator") effective this, TBD, 2021.

RECITALS

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 students; and

WHEREAS, the purposes of the "Charter School Demonstration Programs 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 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; 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 Application of Great Hearts Louisiana, Inc. to be a Type I charter school, subject to completion of prescribed pre-opening activities and execution of a Charter Contract.

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 Great Hearts Louisiana, Inc. ("Charter Operator") and the East Baton Rouge Parish School Board ("BOARD") for the purpose of operating the Great Hearts Academy (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 The person authorized to sign on behalf of the BOARD is the President of the BOARD.
- 1.1.3 The BOARD shall have jurisdiction over the Charter School pursuant to La. R.S. section 17:3983(A)(4)(a).
- 1.1.4 The person authorized to sign this Agreement on behalf of the Charter Operator is the President of the Charter Operator's Board of Directors ("Charter Representative"). The Charter Operator affirms as a condition of this Agreement that the Charter Operator's Board of Directors has authorized the Charter Representative to execute agreements, including this Charter Contract, on behalf of the Charter Operator.
- 1.1.5 The 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 ("State"), and certifies that all contracts obligating the Charter School have been or will be made and undertaken by the Charter Operator as a nonprofit corporation. Failure to act strictly as a nonprofit corporation shall be grounds for rescission of its charter.
- 1.1.6 The Charter Operator affirms, as a condition of this Charter Contract, that the nonprofit corporation has a Board of Directors, whose directors receive no compensation other than reimbursement of actual expenses incurred while fulfilling duties as a member of such a board.

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. The BOARD shall not unreasonably withhold, condition, or delay approval of a location. Said schools and their locations shall be identified in Exhibit A.

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.
- 1.3.3 In the event that an adequate facility agreement and/or necessary certificates and permissions are not obtained by the Charter Operator prior to 1st day of August, 2023, 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 an 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

- 2.1.1 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 participate in student assessments required by law, regulation, and written 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 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 Section XIII of East Baton Rouge Parish School System, Charter School Policy, August 2019.
- 2.2.3 Each director of the Charter Operator's Board of Directors shall complete and submit to the BOARD a Disclosure of Financial Interest and Conflict of Interest Form ("Financial Disclosure") and an Affirmation of Eligibility to Serve ("Board Affirmation"). These documents shall be submitted by each new Charter Operator board director within thirty (30) days of appointment. The Personal Financial Disclosure Statement shall be submitted to the Louisiana Board of Ethics by each board director 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 members 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 written policies promulgated by the BOARD as of the signing of this 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 C**, 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 C) without seeking approval in accordance with Louisiana Revised Statute ("La. R.S.") 17:3991(C)(1)(c)(4). Additional school openings and enrollment of students beyond those provided for in **Exhibit C**, and as otherwise allowed by this section, shall be mutually agreed upon by the parties hereto and determined by certain performance factors as outlined in **Exhibit F**.
- 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 The School Enrollment Policies and Procedures set forth in **Exhibit D**, incorporated herein by this reference, must be used as guidance in the creation and modification of the School Recruitment and Enrollment Plan. Enrollment in the Charter School shall be conducted pursuant to the School Recruitment and Enrollment Plan as 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, 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.
- 2.4.2 In order to be eligible to enroll, a student must live within the geographic boundaries of the East Baton Rouge Parish School System.
- 2.4.3 To the extent required herein, the Charter Operator will exercise reasonable efforts to recruit and enroll the required number of economically disadvantaged students in accordance with La. R.S. 17:3991(B) and as set forth in **Exhibit E**, incorporated herein by this reference.

2.5 Attendance

- 2.5.1 Attendance of students at the Charter School shall be in compliance with the State's applicable Compulsory Attendance Laws, La R.S. 17:221.

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

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.

- 3.1.8 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 Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
- 3.1.9 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.

3.2 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 the BOARD 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 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).
- 3.2.5 The Charter Operator shall conduct an annual independent audit and submit it to the Louisiana Legislative Auditor, with copy to the BOARD by January of the following fiscal year, 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

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.

3.6 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 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 open and 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 State law and written BESE and district charter policy.

4.3 Paraprofessionals

- 4.3.1 Paraprofessionals employed by the Charter Operator shall meet all qualification requirements imposed by applicable federal and State 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 guilty or *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 guilty or *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 Four-Year Term.

- 5.1.1 Pursuant to the provisions of La. R.S. 17:3992 A. (1), this Charter School Contract shall be effective upon complete execution of an initial term, beginning the 7th day of August 2023, of four (4) years and may be extended for a maximum initial term of five (5) years, contingent upon the results of a review conducted after the completion of the third year as provided for in La. R.S. 17:3998.

5.2 Extension

- 5.2.1 The BOARD shall conduct an evaluation of the Charter School after the completion of its third year of operation based on the evaluation and extension standards outlined in district charter policy and La. R.S. 17:3998.
- 5.2.2 The Charter Contract shall be reviewed based on academic, financial, and organizational standards set forth in and district charter policy.
- 5.2.3 If the Charter School fails to meet the extension standards outlined in and district charter policy, the BOARD may, at the East Baton Rouge Parish School System Superintendent's recommendation, terminate the Charter Contract, with such termination taking effect at the end of the Charter School's fourth year of operation.
- 5.2.4 Sections 5.2.1 and 5.2.3 only apply to an initial contract term of a charter school.

5.3 Renewal.

- 5.3.1 Prior to the expiration of the current Charter Contract, the Charter Contract may be renewed at the discretion of the BOARD in accordance with the evaluation and extension standards outlined district charter policy.

5.4 Revocation.

- 5.4.1 As provided by State law, and pursuant to the process provided for in district charter policy, the BOARD may terminate or revoke this Agreement at any time upon a determination and affirmative vote by a majority of the total membership of the BOARD that the Charter Operator, its board directors, officers, or employees did any of the following:
 - 5.4.1.1 Committed a material violation of any of the conditions, standards, or procedures provided for in this Agreement or in written district charter policy;
 - 5.4.1.2 Failed to meet or pursue within the agreed timelines any of the academic or other educational results specified in this Agreement or in written district charter policy;
 - 5.4.1.3 Failed to meet generally accepted accounting standards of fiscal management;
 - 5.4.1.4 Violated any provision of law or written policy applicable to a charter school, its officers, or employees; or
 - 5.4.1.5 If the BOARD reasonably determines that the health, safety, or welfare of the students are threatened.

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, 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 or via electronic communication and shall be effective immediately upon personal or electronic delivery (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:

The address(es) specified in **Exhibit A**.

In the case of the Charter Operator:

Great Hearts Louisiana, Inc.
100 Lafayette Street
Baton Rouge, LA 70801

With Copy to:

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.

To the extent allowable under the Louisiana Constitution and Federal and State law, the Charter Operator and the BOARD shall defend, indemnify, and hold harmless each other and their officers, directors, officials, 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 either the BOARD or Charter Operator on account of any action of the Charter Operator or BOARD, their employees, agents or assigns. The provisions or limits of insurance required under this Agreement shall not limit the liability of the Charter Operator for any intentional acts of their officers, directors, officials, agents and employees.

BOARD and Charter Operator shall give prompt written notice to the other of the assertion of any claim or the commencement of any litigation for which indemnification is sought and shall cooperate with each other in the defense of the claim or litigation.

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 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.

6.3.5 The parties hereto acknowledge that the BOARD is not liable for the debts or financial obligations of the Charter Operator or the Charter School.

6.3.6 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.

6.3.7 This indemnification, defense and hold harmless obligation shall survive the termination of this Charter Contract. BOARD and Charter Operator shall have the right, at its own expense, to participate in the defense of any lawsuit to which it is a party, without

relieving the other of its obligations hereunder.

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 State laws and regulations applicable to Type 1 charter schools, and all requirements imposed by State law, written BESE policy and regulation. The Charter Operator shall conform, in all respects, with the educational standards contained in district charter policy and State law.
- 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 may 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 take action 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;
- changes in admission procedures or criteria, if applicable; and
- changes in any option expressed in **Exhibit I** with respect to collective bargaining, if applicable

6.10.3 Any Material Amendment requirements not included in this contract, but required by district policy shall apply.

6.10.4 The Exhibits to this Agreement are hereby incorporated and made a part hereof and are an integral part of this Agreement.

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

**EAST BATON ROUGE PARISH SCHOOL
BOARD**

By: _____
BOARD PRESIDENT

DATE

GREAT HEARTS LOUISIANA, INC.

By: David L. Whidden III
BOARD MEMBER

November 1, 2021
DATE

TABLE OF EXHIBITS

Exhibit A:	Location
Exhibit B:	Management Services Agreement (if applicable)
Exhibit C:	Enrollment Projection Table
Exhibit D:	School Enrollment Policies and Procedures
Exhibit E:	Required Economically Disadvantaged and Students with Exceptionalities Percentage Table
Exhibit F:	Performance Factors
Exhibit G:	Fiscal Oversight Policy
Exhibit H:	Teachers' Retirement System of Louisiana Option Form
Exhibit I:	Charter Application

CHARTER SCHOOL CONTRACT: EXHIBIT A
Location

Name of Charter School: **Great Hearts Academy**

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

To be determined.

CHARTER SCHOOL CONTRACT: EXHIBIT B
Management Services Agreement (include if applicable)

CHARTER SCHOOL CONTRACT: EXHIBIT C
Grade Level Enrollment Projection Table

Name of Charter School: **Great Hearts Academy**

Name of Charter Operator: **Great Hearts Louisiana, Inc.**

Great Hearts Academy	23-24	24-25	25-26	26-27
K	112	112	112	112
1	84	112	112	112
2	84	84	112	112
3	84	84	84	112
4	84	84	84	84
5	84	84	84	84
6	84	84	84	84
7	48	96	96	96
8		48	96	96
9			40	80
10				38
11				
12				
Total	664	788	904	1,010

Minimum enrollment of Great Hearts Academy should be indicated at 472 students. Failure to maintain enrollment will be considered a material violation under section 5.3 of the contract.

David L. Whidden III

Signature of Charter Operator's Authorized
Representative

November 1, 2021

Date

CHARTER SCHOOL CONTRACT: EXHIBIT D
TYPE 1 Charter School Student Enrollment Policies and Procedures

The East Baton Rouge Parish School Board ("EBRPSB") 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 EBRPSB Type 1 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 Charter 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.

Per district charter policy, EBRPSB staff will review the Charter 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 EBRPSB 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 Exceptionalities

It is expected that charters schools will enroll students with exceptionalities in compliance with all applicable law. EBRPSB 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 use reasonable efforts to enroll a percentage of students with exceptionalities in accordance with La. R.S. 17:3991(B)(1)(a)(i). This is not a quota or cap on the enrollment of students with exceptionalities. All students must be admitted in compliance with applicable law.

The percentage of students eligible for special education services who are admitted to the Charter School will be reviewed annually based on the percentage of students identified as receiving special education

services in schools within the parish in which the Charter School is located. In the event that the Charter School does not meet the requirements of La. R.S. 17:3991(B)(1)(a)(i), the provision contained in Exhibit E shall apply.

Required Enrollment of Economically Disadvantaged Students for New Start-Up Type 1 Charter Schools

The charter operator shall comply with the terms of Exhibit E with regard to the enrollment of Economically Disadvantaged students. Non-compliance with Exhibits D and E shall be considered a material breach of this agreement.

ENROLLMENT PERIOD

To initiate the enrollment period, the Charter School should:

- Determine the spaces available in each grade based on the Charter 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;
- 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," the Charter School might:

- Send notification to local non-profits advertising the Charter 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 Charter 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 Charter School and that they are interested in being a 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 Charter School rather than to discourage certain types of students from attending the Charter 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 **must** require proof of residency in East Baton Rouge parish 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 written application 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 Charter School.

Eligibility

In order to be eligible to enroll, a student must live within the geographic boundaries of the East Baton Rouge Parish School System.

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 Charter School is using its enrollment process to discriminate and may result in sanctions by EBRPSB.

CONDUCTING THE LOTTERY

New Type 1 Charter School

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.

If the percentage of economically disadvantaged applicants, as defined herein, does not exceed the required percentage of economically disadvantaged students to be enrolled in the charter school, then the BOARD may take action as described in Exhibit E.

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 Charter 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 Charter School during its first year of operation) the right to continue to attend the Charter School, provided that the Charter School serves the grade level in which the student should be enrolled.
- **Give lottery preferences to siblings of students already enrolled in the charter school.**

ENROLLING STUDENTS

Once the lottery is complete, the Charter School should send notifications 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 Charter 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 EBRPSB of the Charter School's anticipated student enrollment by established deadlines. For each student that has accepted enrollment and registered to attend, provide:

- Name

- Address
- Social Security number
- Birthdate
- Grade
- Previous school attended

A school is only required to hold a slot for a child whose parent has not accepted admission for a maximum of two weeks. Seats do not need to be held for students who have not accepted admission and registered to attend at the school. If an admitted student who has registered to attend the school does not attend school for two consecutive weeks, that slot may be released and given to a student on the waitlist.

In such cases, a charter school is required to:

- Notify the parent/guardian of the registered student after five days of missing school to discuss their intent to send their child to the Charter 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 Charter School may release that particular slot and fill it with a child from the waitlist (if no waitlist exists, the Charter School may receive applications for that slot.)

CHARTER SCHOOL CONTRACT: EXHIBIT E

Required Economically Disadvantaged and Students with Exceptionalities Percentage Table

I. Required Economically Disadvantaged and Students with Exceptionalities Percentage:

Pursuant to Louisiana Revised Statute 17:3991(B)(1)(a)(i), the percentage of the total number of students enrolled in a Type 1 charter school based on the October first student membership who are economically disadvantaged and students with exceptionalities as defined in R. S. 17:1942, not including gifted and talented, shall be equal to not less than **eighty-five percent of the average percentage of students enrolled in the local public school districts from which the charter school enrolls its students who are economically disadvantaged and shall be equal to not less than eighty-five percent of the average percentage of students enrolled in the local public school districts from which the charter school enrolls its students who have been identified as a student with an exceptionality as defined in R.S. 17:1942, not including gifted and talented.** For the purposes of fulfilling the provisions of this Section, the economically disadvantaged and students with exceptionalities percentage for the local public school district shall remain fixed during the term of the approved charter at the percentage which existed during the school year that the charter proposal was approved, or renewed. For the purposes of this contract, including but not limited to Exhibits D and E, the "students with exceptionalities" or "economically disadvantaged" requirements of La. R.S. 17:3991(B)(1)(a)(i) shall apply to and be based upon only students who are not dependent children of permanent employees of the corporate partner.

- II. For the purposes of this contract, including but not limited to Exhibits D and E, the requirements of La. R.S. 17:3991(B)(1)(a)(i) shall apply to and be based upon only students who are not dependent children of permanent employees of the corporate partner, if applicable. Any corrective action will be based on the Charter School's failure to exercise *reasonable efforts* to recruit and enroll economically disadvantaged students consistent with the targets contained in the Charter Application. While this language is intended to provide guidance regarding the initiation of corrective action, this does not, and is not intended to limit or impair the Board's ability to ensure compliance with all applicable laws, policies, and regulations related to the provisions of this Charter contract.

Violation of these requirements may be considered a material breach of this agreement. However, Charter Operator shall be given at least ninety (90) days from the date the a notice of breach is received to present a plan for curing any breach identified by the District within a reasonable time period of implementation.

EXHIBIT F: Academic Performance

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. Student performance is the primary indicator of school quality; therefore, the BOARD will heavily factor all annual evaluations, contract extensions, renewal and revocation decisions on a school's achievement of the student performance standards

As outlined in the chart provided below, the Charter Operator provided academic goals in its charter application. The Charter School's success in meeting such goals shall be considered as one factor in determining whether the charter school shall be extended, renewed or revoked, in addition to those renewal, extension, and revocation criteria established by state law and BOARD policy. Failure to meet a single measure outlined herein at any point during the charter contract term will not be sole grounds for revocation, nonrenewal, or failure to extend. In every respect, the BOARD will evaluate the totality of the school's performance and make revocation, renewal, or extension decisions pursuant to the provisions of Section 5.4 of the charter contract.

INITIAL RENEWALS (FIRST CONTRACT TERM)			
Current Letter Grade	Minimum Term Length	Potential Additional Years (Based on Organizational and Financial Performance Over Current Term – Criteria for Ratings Defined in Section VI of Local Policy)	
A	5 Years	Earns "Does Not Meet Expectations" in any year in any area	No additional years
		Earns "Meets All" and/or "Meets Most" Expectations all years in all areas	1 Year Maximum
		Earns "Meets All Expectations" all years in all areas	2 Years Maximum
B	4 Years	Earns "Does Not Meet Expectations" in any year in any area	No additional years
		Earns "Meets All" and/or "Meets Most" Expectations all years in all areas	1 Year Maximum
		Earns "Meets All Expectations" all years in all areas	2 Year Maximum
C	3 Years	No additional years	
D*, F or no letter grade	0 Years	Non-Renewal	

*If a D letter grade is earned in the most recent year of the initial contract, the school shall earn a “*Meets Most Expectations*” rating and meet renewal criteria if it earns BOTH of the following:

- C letter grade for at least one of the years during the initial contract term, AND
- A or B progress score received for the year the school earned the D letter grade

This applies to the initial term and first contract renewal. This shall not apply to renewal criteria for subsequent renewals.

The opening and closing of schools, material changes to chartering contracts or new chartering contracts inclusive of renewals, non-renewals and extensions require such items to be placed on the agenda of a public meeting of the local school board in accordance with other East Baton Rouge Parish School Board policies

SUBSEQUENT RENEWALS (ALL RENEWALS AFTER THE FIRST)			
Current Letter Grade	Minimum Term Length	Potential Additional Years (Based on Organizational and Financial Performance Over Current Term – Criteria for Ratings Defined in Section VI of Local Policy)	
A	5 Years	Earns “Does Not Meet Expectations” in any year in any area	No additional years
		Earns “Meets All” and/or “Meets Most” Expectations all years in all areas	1 Year Maximum
		Earns “Meets All Expectations” all years in all areas	2 Years Maximum
B	4 Years	Earns “Does Not Meet Expectations” in any year in any area	No additional years
		Earns “Meets All” and/or “Meets Most” Expectations all years in all areas	1 Year Maximum
		Earns “Meets All Expectations” all years in all areas	2 Year Maximum
C	3 Years	No additional years	
D, F or no letter grade	0 Years	Non-Renewal	

The opening and closing of schools, material changes to chartering contracts or new chartering contracts inclusive of renewals, non-renewals and extensions require such items to be placed on the agenda of a public meeting of the local school board in accordance with other East Baton Rouge Parish School Board policies.

CHARTER SCHOOL CONTRACT: EXHIBIT G

Fiscal Oversight Policy

The following is taken from East Baton Rouge Parish Schools District Charter School Policy:

Charter schools are required to engage in financial practices, financial reporting, and financial audits as set forth in charter school law, this bulletin, and the charter. The requirements imposed by law, regulation, and contract ensure the proper use of public funds and the successful fiscal operation of the charter school.

Charter schools will be evaluated annually on the timely submission of budgets, audits, annual financial reports, and all other financial reporting and compliance with applicable financial budgeting; accounting; and auditing laws, regulations, and procedures.

The charter school financial performance shall be measured and evaluated according to annual external audit performance, use of state and federal funds in an appropriate fiscally responsible and legal manner as well as no material or significant findings as documented by notices of concern or breach received from the district.

Annual Review Metrics		
Expectation	Measurement	Ratings
Financial Performance Expectation Areas		
Schools demonstrate strong financial performance resulting in fiscally viable and responsibly maintained institutions.	Performance on annual audits and documentation of appropriate use of funds in accordance with law and policy .	Demonstrates ALL Expected Financial Compliance Indicators* <i>Meets All Expectations</i> Demonstrates 75%** or Above of Expected Financial Compliance Indicators* <i>Meets Most Expectations***</i> Demonstrates 74%** or Less of Expected Financial Compliance Indicators* <i>Does Not Meet Expectations</i>

* Financial Compliance Indicators are listed on the chart on page 21 of the charter policy.

** The percentage score for financial indicators shall be calculated by dividing the total number of applicable indicators by the number of applicable indicators met for each year.

*** Documented failure to comply with local, state or federal law aligned to the financial performance expectation areas automatically receives a "Does Not Meet Expectations Rating" regardless of the percentage of indicators met.

Financial Compliance	Indicator	Measurement & Standard Expectation
Schools demonstrate strong financial practices resulting in fiscally viable and responsibly maintained institutions.	Fund Balance	School maintains an acceptable fund balance as measured by the annual external audit within recommended ranges according to state guidance.
	Annual External Audit Performance	No evidence of significant or consecutive material findings in the annual audit. School receives no Notice(s) of Concern nor Notice(s) of Breach relative to these areas.
	School uses federal and state funds in a fiscally responsible and legal manner.	No evidence of significant, intentional or repeated misuse of funds School receives no Notice(s) of Concern nor Notice(s) of Breach relative to these areas.
	Timely Submission of Financial Reports	No Evidence of significant, intentional or repeated non-compliance of financial documentation requested by district staff or required by contractual obligations School receives no Notice(s) of Concern nor Notice(s) of Breach relative to these areas.

CHARTER SCHOOL CONTRACT: EXHIBIT H
Teachers' Retirement System of Louisiana Option

Name of Charter School: Great Hearts Academy at Harveston

TRSL & LSERS Option

Select one of the options below:

Option 1

_____ The Charter Operator intends to participate in the Teachers' Retirement System of Louisiana and the Louisiana School Employees' Retirement System.*

Option 2

_____ The Charter Operator intends to participate in the Teachers' Retirement System of Louisiana only.*

Option 3

 X The Charter Operator does not intend to participate in the Teachers' Retirement System of Louisiana and the Louisiana School Employees' Retirement System.

[Not applicable. IRS guidance was never obtained. All employees either participate or none participate]

David L. Whidden III

November 1, 2021

Signature of Charter Operator's
Authorized Representative

Date

- The Charter Operator is responsible for submitting all required data to the retirement system. School participation or non-participation must be 100%.

Signature: 

Email: david.whidden@franu.edu

GHLA.Charter Contract.11-1-21.FINAL

Final Audit Report

2021-11-01

Created:	2021-11-01
By:	Tamika McGehee (TMcGehee@greatheartsaz.org)
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