

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 Harvest Commons School-("Operator") effective this, the 1st of July, 2026 for the operation of Harvest Commons School ("Charter School").

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 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 Harvest Commons School to be a Type 1 charter school beginning July 1, 2026 for the 2026-2027 school year; and

WHEREAS, on January 15 2026, the BOARD approved the Charter Operator's operation of the Charter School for a term of five 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 Harvest Commons School ("Charter Operator") and the East Baton Rouge Parish School Board ("BOARD") for the purpose of operating Harvest Commons School (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 State or Federal statutes, regulations, or rules that apply to charter schools operated in the state of Louisiana.
- 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 nonprofit 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 (LDE) 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 written 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. 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. 42:11, *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 written policies promulgated by the BOARD.

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 Grade Level 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 La. R.S. 17:3991(C)(1)(c)(4iv). 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.
- 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 Louisiana 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, disability, age, ancestry, athletic performance, need for any special services, marital status, proficiency in the English language or in a foreign language, or academic achievement in admitting students.
- 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 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 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 authorized 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.

- 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 Complaint Policy implemented by the Charter Operator shall be consistent with applicable law and due process. A copy of 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.
- 2.7.3 The BOARD may investigate a parent complaint it receives about the Charter School and/or the Charter Operator, and the Charter Operator shall provide information requested by the BOARD to aid in such investigation.

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 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 adopted BOARD policies. 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 adopted BOARD policy. The Charter Operator acknowledges that the performance standards set forth in BOARD policy are subject to change throughout the term of the Agreement, and agrees to be evaluated by standards as stated in district charter policy at the time of the evaluation.

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 LDE 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. The Charter Operator's inability to provide records or documents in the format preferred by the East Baton Rouge Parish School System due to system integration errors or delays is not considered a failing or noncompliance on the part of the Charter Operator when it is acting in good faith to satisfy the preferred format requests and can provide the requested records in another 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.

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, district charter policy 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. If the BOARD or the East Baton Rouge Parish School System asserts a preference for a particular system for these purposes, the BOARD will assure the Charter School receives necessary technical assistance and timely and responsive cooperation to utilize the preferred system.

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. 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 is awarded directly, and the Charter Operator will indemnify the BOARD regarding any claims or findings related to these funds as set forth in this Agreement.

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 managing the defense of an 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 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, written 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 of any kind, with such access subject to the restrictions of Federal law, including (but not limited to) the Family Educational Rights and Privacy Act ("FERPA"), and State Student Data Privacy laws.

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.
- 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.

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 written BOARD policy.

2.24 Transportation Services and Food Services

- 2.24.1 Beginning in the 2026-2027 school year, the Charter Operator shall provide free transportation to and from school to any eligible students under the following conditions:

- 2.24.1.1 when the student resides more than 1 mile from the school of attendance;

- 2.24.1.2 when the student resides within the boundaries of the school district

- 2.24.2 The Board will approve charter school transportation plans to ensure compliance with applicable law and policy.

- 2.24.3 Free daily transportation shall include, at a minimum:

- 2.24.3.1 whatever transportation is necessary to implement any individualized education plan (IEP) for a child with an identified exceptionality;

- 2.24.3.2 transportation by a vehicle approved for student transportation in accordance with BESE Bulletin 119—Louisiana School Transportation Specifications and Procedures or public transportation payments and/or reimbursements;

- 2.24.3.3 bus stops or pick-up points no further than one mile from the place of residency of each child residing within the parish, and;

- 2.24.3.4 procedures to ensure compliance with R.S. 14:93.2.1 for children under the age of 10.

- 2.24.4 The Charter Operator shall procure and maintain at the sole cost and expense of the charter operator, and during the term of its charter, Commercial Automobile Liability insurance with a minimum combined single limit of \$1,000,000 per accident for Bodily Injury and Property Damage covering all owned, non-owned, and hired automobiles used in connection with its operations under this policy.

2.25 Corporate Partnership

- 2.25.1 The operation of the Charter School does not include a Corporate Partnership pursuant to La.R.S. 17:3991.1.

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 written 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 BOARD policy.

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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 digital platform
 - 3.1.4.4 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 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. The Charter Operator acknowledges that it is solely responsible for the management of federal money or grants that it receives directly and will fully indemnify the BOARD regarding any findings of mismanagement or fraud related to the receipt of these funds. 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. Any grant funds that begin at the LEA level will incur indirect costs at the State approved percentage. These indirect costs are the administrative overhead costs for managing the grant and will remain with the LEA. Each year, upon receiving their approved percentage, the BOARD will provide the Charter Operator the approved amounts. 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. 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. 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 receive funding directly from the state or federal government. The BOARD shall not charge administrative fees for grants awarded directly to the Charter Operator.
- 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. As specified in Section 3.1.4, the Charter School shall expend its available funds in a nondiscriminatory manner to meet the needs of all of its students, including student with disabilities under Section 504 and students with exceptionalities.
- 3.1.13 The Charter Operator chooses to receive a per pupil allocation regarding IDEA or Special Education Funding. Accordingly, the Charter Operator shall receive a per pupil allocation regarding IDEA or Special Education funding, and the Charter Operator 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 shall 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.

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 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.

3.6 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 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.
- 4.1.2 Employees of the Charter Operator shall be eligible solely for participation in the Teacher's Retirement System of Louisiana ("TRSL") details of which are enumerated in Exhibit H. Employees shall not be eligible for the Louisiana School Employee Retirement System ("LSERS") unless otherwise agreed to by the Parties at the time of contract renewal.

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 any other 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 Five-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 term of five (5) years, beginning on July 1, 2026.

5.2 Renewal.

- 5.2.1 At the conclusion of the current Charter Contract, the Charter Operator no longer has a continuing right to operate the Charter School, unless the Charter Contract is renewed. The Charter Contract may be renewed provided the Charter Operator can demonstrate, at a minimum, using standardized test scores, improvement in academic performance of students over the term of the Charter School's existence. Such improvement shall be evaluated by the BOARD using appropriate data and the standards for renewal provided for in BESE Bulletin 126.

5.3 Revocation.

- 5.3.1 As provided by district charter policy, the BOARD may terminate or revoke this Agreement at any time, prior to the expiration of the Charter Operator's term, upon a determination and affirmative vote by a majority of the BOARD that the Charter Operator, its board directors, officers, or employees did any of the following:
- 5.3.1.1 Committed a material violation of any of the conditions, standards, or procedures provided for in this Agreement or in written BESE policy;
 - 5.3.1.2 Failed to meet or pursue within the agreed timelines any of the academic or other educational results specified in this Agreement or in written BESE policy;
 - 5.3.1.3 Failed to meet generally accepted accounting standards of fiscal management;
 - 5.3.1.4 Violated any provision of law or written policy applicable to a charter school, its officers, or employees; or
 - 5.3.1.5 If the BOARD reasonably determines that the health, safety, or welfare of the students is threatened.

5.4 BOARD-Charter Operator Dispute Resolution Procedures. In the event any dispute arises between the BOARD and the Charter Operator concerning this Contract and is not subject to appeal to BESE, 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.
- 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.

- 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 requesting party's written request for mediation. The mediation shall be scheduled and concluded within one hundred twenty (120) days of the requesting party's written request for mediation. The mediator shall also apportion all costs reasonably related to the mediation equally between both Parties, unless otherwise agreed to by the 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 may provide a mediator's recommendation to the BOARD. The BOARD shall render a decision to accept or reject the mediator's recommendation within thirty (30) days of receipt of the recommendation.

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 (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 specified in **Exhibit A**.

With Copy to:

Harvest Commons School
4562 Downing Drive
Baton Rouge, LA 70809

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.

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.

- 6.3.3 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.
- 6.3.4 The parties hereto acknowledge that the BOARD is not liable for the debts or financial obligations of the Charter Operator or the Charter School.
- 6.3.5 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 of Louisiana 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 written 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;
 - changes in admission procedures or criteria, if applicable; and

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

**EAST BATON ROUGE PARISH SCHOOL
BOARD**

By: 
BOARD PRESIDENT

MAY 20, 2026
DATE

HARVEST COMMONS SCHOOL

By: 
CHIEF EXECUTIVE OFFICER

MAY 20, 2026
DATE

TABLE OF EXHIBITS

Exhibit A	Location
Exhibit B	Management Services Agreement
Exhibit C	Grade Level Enrollment Projections
Exhibit D	Enrollment Policies and Procedures
Exhibit E	Required Economically Disadvantaged Percentage Table
Exhibit F	Academic Performance
Exhibit G	Fiscal Oversight (See Approved District Financial Policy)
Exhibit H	Teachers' Retirement System of Louisiana Option
Exhibit I	Corporate Partnership Contract

CHARTER SCHOOL CONTRACT: EXHIBIT A
Location

Name of Charter School: **Harvest Commons School**

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

The property located at 802 Mayflower Street, Baton Rouge, LA 70802.

CHARTER SCHOOL CONTRACT: EXHIBIT B
Management Services Agreement

CHARTER SCHOOL CONTRACT: EXHIBIT B
Management Services Agreement (include if applicable)
ESSENTIAL TERMS OF
SERVICE AGREEMENT

Not applicable.

CHARTER SCHOOL CONTRACT: EXHIBIT C
Grade Level Enrollment Projection Table

Name of Charter School: **Harvest Commons School**

Name of Charter Operator: **Harvest Commons School**

	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031
K	30	32	38	44	50
1	30	36	42	48	54
2	30	36	42	48	54
3	30	36	42	48	54
4	30	36	42	48	54
5	30	36	42	48	54
Total	180	212	248	284	320

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 shall be consistent with Louisiana charter school law.

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 Disabilities

It is expected that charter schools will enroll students with disabilities 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 that is reflective of the number of students with disabilities being served in public schools within the parish in which the Charter School is located. This is not a quota or cap on the enrollment of students with disabilities. 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 enroll a percentage of special education students that is reflective of the percentage of special education students in the parish where the Charter School is located, 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 interest 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 at-risk applicants, as defined herein, does not exceed the required percentage of at-risk 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 Percentage Table

- I. The charter school/Charter Operator shall maintain required student enrollment percentages as provided in state law and BESE Bulletin 126, based on the demographic information collected in the October 1 student membership.
- II. The following definitions shall apply in this Section.

Economically Disadvantaged—any one of the following characteristics of a student:

- a. is eligible for the Louisiana food assistance program for low-income families;
- b. is eligible for the Louisiana disaster food assistance program;
- c. is eligible for the Louisiana program for assistance to needy families with children to assist parents to becoming self-sufficient;
- d. is eligible for the Louisiana healthcare program for families and individuals with limited financial resources;
- e. is eligible for reduced price meals based on the latest available data;
- f. is an English language learner;
- g. is identified as homeless or migrant pursuant to the McKinney-Vento Homeless Children and Youth Assistance Act and the Migrant Education Program within the Elementary and Secondary Education Act;
- h. is incarcerated with the office of juvenile justice or in an adult facility; and/or
- i. has been placed into the custody of the state.

Students with Exceptionalities—students identified as having one or more exceptionalities, as defined in R.S. 17:1942, not including gifted and talented.

- III. Except as otherwise provided by charter law, the charter school shall maintain the following student enrollment percentages:

- 1. the charter school percentage of economically disadvantaged students shall be greater than or equal to 70 percent of the percentage of economically disadvantaged students from the East Baton Rouge Parish School System district from which the charter school enrolls; and
- 2. the charter school percentage of students with exceptionalities shall be greater than or equal to 70 percent of the percentage of students with exceptionalities from the East Baton Rouge Parish School System district from which the charter school enrolls.

For the purpose this section, the district shall use data published by the Louisiana Department of Education for the purposes of determining the percentages of economically disadvantaged students and students with exceptionalities from local public school districts as follows. The terms economically disadvantaged and students with exceptionalities shall be utilized as applied, defined and calculated by the Louisiana Department of Education.

- IV. The charter school/Charter Operator shall be accountable for meeting the required student enrollment percentages in this section in accordance with state law. The district shall by take the following actions for each charter school that fails to meet required enrollment percentages:
1. conducting an inquiry to determine all actions taken by the charter school to attempt to meet the requirements and the reasons for such failure; and
 2. providing a written notice to the charter school that provides a process or actions to address the deficiencies and adequately meet the needs of students which may include notices of concern and/or breach.
 - a. Failure to meet the requirements of this Section does not solely constitute grounds for revocation of a charter; however, the charter authorizer may require compliance with actions prescribed pursuant to this Subsection.
 - b. Required actions may include, but are not limited to, targeted outreach efforts and enrollment lotteries weighted proportionately to the specific deficiency identified in the required percentages.
 - c. Each school is responsible for maintaining documentation of outreach efforts and lottery proceedings conducted in an effort to meet the requirements of this Section
- V. If the aggregate student enrollment data for all of the charter schools located within the boundaries of the city or parish school system in which a charter school is located meets the enrollment requirements of economically disadvantaged students and students with exceptionalities, not including gifted and talented, every charter school located within the boundaries of the school system shall be deemed to be in compliance with the provisions of this Section. However, the EBRPSB will require that each charter school that does not individually meet the requirements listed in this appendix comply with provisions G and H of this section.
- VI. The Charter Operator understands that failure to achieve the enrollment percentage of economically disadvantaged students for its school, shall submit a plan to the Board detailing how it will prioritize and increase the enrollment of students who are economically disadvantaged and provide a report to the Board on the status of enrollment of such students annually until the enrollment percentage is achieved.
- VII. The charter school/Charter Operator understands that failure to achieve the enrollment percentage of students with exceptionalities for its school, will require submission of a plan detailing how it will prioritize and increase the enrollment of students with exceptionalities and provide a report to the Board on the status of enrollment of such students annually until the enrollment percentage is achieved.

EXHIBIT F: Evaluation and Performance

The Charter Operator acknowledges and understands that it will be evaluated by all requirements of academic, financial and organizational performance as approved in EBRPSB most recently approved district charter policy shall apply.

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

Name of Charter School: Harvest Commons School

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

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

Option 3

 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]



Signature of Charter Operator's
Authorized Representative

MAY 20, 2026

Date

CHARTER SCHOOL CONTRACT: EXHIBIT I

Corporate Charter Partnership

Not applicable.