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

Effective July 1, 2018

Contents

RECITALS 3
SECTION 1: ESTABLISHMENT OF SCHOOL 4
SECTION 2: OPERATION OF SCHOOL 6
SECTION 3: SCHOOL FINANCIAL MATTERS 14
SECTION 4: PERSONNEL 18
SECTION 5: CONTRACT TERM, RENEWAL & REVOCATION 19
SECTION 6. OPERATION OF THE CONTRACT 21
TABLE OF EXHIBITS 25

CHARTER SCHOOL CONTRACT
FOR TYPE 1 CHARTER SCHOOLS

THIS AGREEMENT is a Charter School Contract, authorized pursuant to Louisiana Revised Statutes, Title 17, Chapter 42, and executed by and between the East Baton Rouge Parish School Board ("BOARD") and BBR Schools, Inc. ("Charter Operator") effective this, the 1st day of July, 2018.

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 BBR Schools, Inc. to be a Type 1 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 BBR Schools, Inc. ("Charter Operator") and the East Baton Rouge Parish School Board ("BOARD") for the purpose of operating BASIS Baton Rouge (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 Craig Barrett ("Charter Representative"), who 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 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 non-profit 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 August 31, 2018, 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.

REMAINDER OF PAGE INTENTIONALLY BLANK

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 directors 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 Title 17, Chapter 42 of the Louisiana Revised Statutes, and in BESE Bulletin 126.

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 Financial Disclosure 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 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.

The Charter Operator has entered into a contract with a "management organization," as defined in Louisiana Board of Elementary and Secondary Education ("BESE") Bulletin 126, to manage the Charter School. The Charter Operator acknowledges that the

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

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

2.3 Grade Range; Number of Students

2.3.1 The Charter Operator shall provide instruction to students in such grades and numbers in each year of operation under the Agreement as described in the Charter School's Enrollment Projection Table set forth in **Exhibit 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 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 Management Plan, each of which must be in compliance with applicable federal and State laws and written BESE policy. The Charter School's Student Handbook shall be submitted to the BOARD in accordance with timelines and procedures mutually agreed upon by the parties hereto. The Charter School may be evaluated, as outlined in Bulletin 126, based on compliance with the provisions of the Charter School's Student Handbook, to the extent that such provisions do not violate federal or State law or written BOARD policy.

2.7 Student Code of Conduct and Discipline Management Plan

2.7.1 The Charter Operator shall maintain and implement written rules and procedures for student discipline, including clear guidelines for suspension and expulsion. Such rules and procedures must be consistent with all applicable State and federal law. Those provisions regarding suspension and expulsion must meet all requirements for due process, provision of alternative instruction, and federal laws and regulations governing the placement of students with disabilities.

2.7.2 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 State law.

2.8 Complaint Policy

2.8.1 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. The Complaint Policy shall be included in the Charter School's Student Handbook. The complaints process implemented by the Charter Operator shall be consistent with applicable law and due process. A copy of the Charter Operator's complaint policy shall be made readily available to all others requesting a copy.

2.9 Pupil Progression Plan

2.9.1 The Charter Operator shall implement and adhere to a Pupil Progression Plan ("Pupil Progression Plan") developed in accordance with State laws and written BOARD policy. The Charter Operator may adopt the Pupil Progression Plan of the BOARD or it may adopt a School-Specific Pupil Progression Plan, which must be in compliance with applicable law and State regulation. The Charter Operator shall annually submit its Pupil Progression Plan to the East Baton Rouge Parish School System.

2.9.2 The 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.

2.10 Student Welfare and Safety

2.10.1 The Charter School shall comply with all applicable federal and State laws concerning student welfare, safety, and health, including, but not limited to, State laws regarding the reporting of child abuse, accident prevention and disaster response, fire safety, and any State regulations governing the operation of school facilities.

2.11 Nonsectarian Status

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

2.12 Evaluation

The Charter Operator's performance shall be evaluated in conformity with the standards set forth in BESE Bulletin 126. 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 BESE Bulletin 126. The Charter Operator acknowledges that the performance standards set forth in BESE Bulletin 126 are subject to change throughout the term of the Agreement, and agrees to be evaluated by standards in BESE Bulletin 126 at the time of the evaluation.

2.13 Curriculum

2.13.1 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 State law, including but not limited to requirements regarding content standards.

2.14 Student Records

2.14.1 Subject to paragraph 2.14.2 below, the Charter Operator shall comply with any and all written record-keeping requirements of BESE and State 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.

2.14.2 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.

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

2.14.4 In compliance with applicable federal and State 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, where the student has become enrolled or is seeking enrollment.

2.14.4.1 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.

2.14.4.2 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.

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

2.15 Reporting

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

2.15.2 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.

2.16 Assessment of Student Performance and Procedures for Corrective Action

2.16.1 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 written BOARD policy. The Charter Operator shall perform all student testing required by State and federal law and written BESE policy and regulations.

2.17 Education of Students with Exceptionalities

2.17.1 The Charter Operator will comply with the applicable requirements of federal and State law and written BESE 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*., and related provisions of the School Enrollment Policies and Procedures set forth in **Exhibit D**. Pursuant to La. R.S. 17:3995, the Charter School shall be considered an approved public school of the BOARD, and the BOARD shall serve as the local educational agency ("LEA") for purposes of the IDEA, and the BOARD is responsible for ensuring that all federal and State guidelines regarding special education, including (but not limited to) IDEA, are met. The Charter Operator shall assist the BOARD in meeting such guidelines for students enrolled in the Charter School.

2.18 Volunteer Requirements.

2.18.1 Any requirement that parents commit a number of volunteer hours shall be subject to a

waiver process that considers individual family circumstances. The Charter Operator shall not condition the enrollment of any student on the commitment of the student's parents to provide any number of volunteer hours or on otherwise donating volunteer hours to the Charter School.

2.19 Parental Involvement Plan

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

2.19.2 Oversight Authority

2.19.3 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 in the event that 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.

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 evaluators contracted by such parties, or law enforcement officials (to the extent required by law), 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 or evaluators contracted by such parties 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 The Charter Operator may contract with the BOARD, a third party or otherwise provide transportation to all students enrolled and residing within the geographic boundaries of the local school district and more than one mile from the Charter School. The Charter Operator shall also provide transportation services to any student requiring transportation as part of his or her Individualized Education Program (IEP). The Charter Operator shall submit a school transportation plan to the BOARD to ensure compliance according to written timelines established by the BOARD. The plan may include alternative options for transportation, including but not limited to buses, vans, carpools or public transportation as permitted by law and written BESE policy.

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

2.25 Corporate Partnership

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

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; and the Americans with Disabilities Act of 1990.

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 law with 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 grounds for revocation of this 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 regulation.

REMAINDER OF PAGE INTENTIONALLY BLANK

SECTION 3: SCHOOL FINANCIAL MATTERS

2.29 Funding

3.1.1 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 each year pursuant to the most recent legislatively approved minimum foundation program formula resolution, including all levels (MFP), based on the membership counts of the Charter School as set forth in La. R.S. 17:3995.

3.1.3 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;

3.1.3.1 Sales and use taxes, less any collection fee paid by the school district;

3.1.3.2 Ad valorem taxes, less any tax collection fee paid by the school district;

3.1.3.3 Earnings from sixteenth section lands owned by the school district;

All as further set forth in La. R.S. 17:3995.

3.1.4 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 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.

3.1.5 Monthly Minimum Foundation Program ("MFP") allocations will be transferred to the Charter Operator within 15 calendar days of receipt by the BOARD each month, and the first MFP allocation shall occur in July of 2018. 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.

3.1.6 The BOARD is permitted to withhold a percentage of each Charter School's MFP funds for administrative overhead costs incurred by the BOARD for considering the charter application and any amendment thereto, providing monitoring and oversight of the Charter School, collecting and analyzing data of the Charter School, and for reporting on school performance in accordance with La. R.S. 17:3995(A)(4)(a)(i). Such fee shall be no more than two percent of the total per pupil amount allocated to the Charter School. To the extent that such an amount is withheld, the BOARD shall provide thirty (30) days' written notice prior to withholding any such fee, with such notice including the total amount of the fee, and the percentage of the total per pupil amount that it represents.

3.1.7 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.

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, 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.

REMAINDER OF PAGE INTENTIONALLY BLANK

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 policy.

4.3 Paraprofessionals

4.3.1 Paraprofessionals employed by the Charter School 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 *nolo contendere* to a crime listed in La. R.S. 15:587.1(C) as a teacher, substitute teacher, bus drive, substitute bus driver, janitor, school security personnel, cafeteria personnel, or a school employee who might reasonably be expected to be placed in a position of supervisory or disciplinary authority over school children unless approved in writing by a district judge and the district attorney of the parish.

4.4.3 No person employed or otherwise associated with the Charter School, including any contact person listed on the Charter School application or any director of the Charter School board, who has been convicted of or has pleaded nolo contendere to a crime related to misappropriation of funds or theft, shall be engaged in direct processing of Charter School funds.

4.4.4 The Charter Operator shall adhere to all written policies/procedures adopted by BESE concerning criminal history review for public school employees, as well as other persons associated with the Charter School who are engaged in direct processing of Charter School funds.

SECTION 5: CONTRACT TERM, RENEWAL & REVOCATION

5.1 Four-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 an initial term of four (4) years, beginning on July 1, 2018, 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 BESE Bulletin 126 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 BESE Bulletin 126.

5.2.3 If the Charter School fails to meet the extension standards outlined in BESE Bulletin 126, 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.

5.3 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 pursuant to applicable provisions of Title 17, Chapter 42, of the Louisiana Revised Statutes and in accordance with the evaluation and extension standards outlined in BESE Bulletin126, and written BOARD policy.

5.4 Revocation.

5.4.1 As provided by State law, and pursuant to the process provided for in BESE Bulletin 126, the BOARD may terminate or revoke this Agreement at any time 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:

5.4.1.1 Committed a material violation of any of the conditions, standards, or procedures provided for in this Agreement or in written BESE policy;

5.4.1.2 Failed to meet or pursue within the agreed timelines any of the academic or other educational results specified in this Agreement or in written BESE 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 is 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.

REMAINDER OF PAGE INTENTIONALLY BLANK

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

With Copy to:

Craig Barrett
c/o BASIS Schools, Inc.
7975 N Hayden Road, Suite C240
Scottsdale, AZ 85258

DeAnna Rowe
BASIS Schools, Inc.
7975 N Hayden Road, Suite C240
Scottsdale, AZ 85258

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

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

6.3 Indemnification and Disclaimer of Liability

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

agents, or employees.

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

To the extent allowable under the Louisiana Constitution and Federal and State law, the Charter Operator shall defend, indemnify, and hold harmless the BOARD and its 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 the BOARD on account of any action of the Charter Operator, its employees, agents or assigns. The provisions or limits of insurance required under this Agreement shall not limit the liability of the Charter Operator.

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.

6.4 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 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 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.

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

EAST BATON ROUGE PARISH SCHOOL BOARD

By:_____ 8/4/17
BOARD PRESIDENT DATE

BBR SCHOOLS, INC.

By:_____ _____
CHAIR/PRESIDENT 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 Percentage
Exhibit F:	Performance Factors referenced on page 7 of contract?
Exhibit G:	Fiscal Oversight Policy
Exhibit H:	Teachers' Retirement System of Louisiana Option Form
Exhibit I:	Collective Bargaining Option Form
Exhibit J:	Corporate Partnership

CHARTER SCHOOL CONTRACT: EXHIBIT A
Location

Name of Charter School: **BASIS Baton Rouge**

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

The property located at the intersection of the new streets named McCall Drive and Mullins Way in Baton Rouge, Louisiana and comprising approximately 7.42 acres of land. Address is yet to be determined.

CHARTER SCHOOL CONTRACT: EXHIBIT B
Management Services Agreement

ESSENTIAL TERMS OF BBR SCHOOLS, INC. AND BASIS.ED SERVICE AGREEMENT

Rights and Responsibilities of BBR

- BBR is responsible for overseeing all of its charter schools and has discretion in selecting a service company to assist with operating its charter schools.

- The Board retains an independent Executive Director to oversee all of the BBR responsibilities.

- BBR is responsible for adopting an annual charter school budget for each fiscal year in a timely manner as required by applicable law that has adequate resources to fulfil its obligations under the Charter Contract and this Agreement.

- BBR will engage an independent certified public accountant to conduct a quarterly agreed-upon procedure ("AUP") to review and test BBR cash disbursements for costs and expenses in order to determine whether such disbursements are properly supported, accurately recorded and processed in accordance with BBR's internal control policies and procedures and whether expenses were allocated in accordance with the Agreement. To assure accuracy in recordkeeping, the AUP will be designed to use a larger sample of transactions than is customary practice. BASIS.ed shall provide the Board with records supporting expenditures of BBR funds made by BASIS.ed. The AUP shall include provisions to allow BASIS.ed fifteen (15) days from a notice of deficiency in which to respond to or cure any such deficiency identified by the independent certified public accountant during the AUP process; provided, however, for any deficiency remaining after such time period BASIS.ed shall reimburse, within fifteen (15) days' notice of the determination of a remaining deficiency, any disbursement the independent certified public accountant determines was not accurately recorded and processed in accordance with BBR's internal control policies and procedures and pay to BBR interest on such deficiency at the rate of 1.5 percent per month from the date of disbursement until reimbursement.

- BBR may undertake an audit of BASIS.ed each year to assess BASIS.ed's compliance with the terms of the Agreement and applicable requirements of the Charter Authority in those States in which BASIS.ed is providing services.

Responsibilities of BASIS.ed

- BASIS.ed manages, administers, oversees, and supervises the operations and activities of the charter schools as well as new school development. In addition, BASIS.ed will furnish

BBR with curriculum, testing, analysis, reports, programs, procedures, and other information and materials.

- BASIS.ed may neither act nor fail to act, in any manner that may result in a breach of any Charter Contract or applicable law.

- BASIS.ed acknowledges this Agreement is subject to the terms of the Charter Contract(s), Louisiana's Charter School Law (the "Act"), Section 501(c)(3) of the Internal Revenue Code, and other federal and State laws applicable to charter schools.

- BASIS.ed is responsible for timely providing BBR with all of the information necessary (i) to fulfill BBR's reporting requirements under the Charter Contract(s); (ii) for the applicable Charter Authority or other State or federal agency's oversight of Charter School operations or BBR; and (iii) to comply with the Charter Contract and/or applicable law, including the Internal Revenue Code.

- BASIS.ed agrees to communicate with the BBR Board of Directors (the "Board") and timely notify the Board of any anticipated or known: (i) material health or safety issues; (ii) labor, employee, or funding problems; and (iii) problems of any other type that could adversely affect the Board, BBR, or the Charter Contract(s).

- BASIS.ed shall supervise, manage, disburse, and account for all revenues consistent with the annual budget, the Act, this Agreement, the Charter Contract(s), Board resolutions, and applicable law.

- BASIS.ed shall cooperate in the preparation of the annual audit and any other accounting or financial reviews undertaken by independent auditors approved or selected by the Board. BASIS.ed shall make all of BBR's financial and other records related to BBR available to the auditor as required by applicable law.

- BASIS.ed is responsible for implementing reasonable information and reporting systems for BBR that will enable BBR to monitor key areas of business, legal, and regulatory compliance and risk in its charter schools. Several times a year BASIS.ed will prepare a written management report for presentation at a Board meeting. The report will address academic performance, student enrollment, teaching resources, new schools activity, legal and regulatory compliance, organizational structure and risk management, providing an overview of what has occurred in each of these areas since the last management report, including any items of concern, improvement or changes in noted items of concern from prior reports, areas needing additional attention or resources from BBR, steps BASIS.ed has taken to control or mitigate any areas of concern, and other material relevant to the services and BBR's operation of the charter schools. The Board will be given the opportunity to review and discuss the report with knowledgeable BASIS.ed personnel at a Board meeting and to request additional information and follow up, as deemed necessary by BBR.

Fees

- In consideration of the BASIS.ed services, BBR agrees to pay BASIS.ed a service fee ("Fee").

- BASIS.ed provides site management as part of the Fee.

- The Fee decreases as BASIS.ed's network grows.

- BBR shall engage a qualified specialist to determine whether the Fee under this Agreement is reasonable compensation for the services. If the qualified specialist determines that the Fee is not reasonable compensation for the services, the Parties shall negotiate, in good faith, an adjustment to the Fee that constitutes reasonable compensation for the services, as confirmed by the qualified specialist. Any Fee paid under this Agreement determined not to be reasonable compensation by the qualified specialist shall be reimbursed by BASIS.ed. BBR will exercise this option and will engage a qualified specialist to perform the reasonableness study.

School Performance

- All of the schools managed by BASIS.ed must meet certain education standard:
    - Top 10% of the applicable State assessment;
    - Must offer AP classes and exams and meet or exceed both the United States and global average;
    - All of the students must satisfy BASIS Graduation requirements, which exceed the State and United States Department of Education graduation requirements; and
    - When eligible, the school must rank in the top of national publication rankings.

CHARTER SCHOOL CONTRACT: EXHIBIT C
Grade Level Enrollment Projection Table

Name of Charter School: **BASIS Baton Rouge**
Name of Charter Operator: **BBR Schools, Inc.**

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
K	90	90	90	90	90	90	90
1	60	90	90	90	90	90	90
2	60	60	90	90	90	90	90
3	60	60	60	90	90	90	90
4	60	60	60	60	90	90	90
5	60	60	60	60	60	90	90
6	60	55	55	55	55	55	55
7		52	52	52	52	52	52
8			50	50	50	50	50
9				45	45	45	45
10					42	42	42
11						42	42
12							40
Total	450	527	607	682	754	826	866

Signature of Charter Operator's Authorized Representative

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.

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 charters 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. For the purposes of this contract, 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. Any corrective action will be based on the Charter School's failure to exercise reasonable efforts to recruit and enroll students with disabilities consistent with the targets contained in the Charter Application. While this language is intended to provide parameters 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.

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.

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 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.)

Corporate Partnership

The Charter School is the product of a corporate partnership with Women's Hospital. The children of Women's Hospital employees, as defined by La.R.S. 17:3991.1, shall have an enrollment preference at the Charter School. At the conclusion of each enrollment period in which a lottery is conducted, up to 50% of available seats shall be awarded to the children of Women's Hospital employees through a lottery of such applicants.

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.

CHARTER SCHOOL CONTRACT: EXHIBIT E
Required Economically Disadvantaged Percentage

I. **Required Economically Disadvantaged 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.

II. 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.

III. 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 parameters 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.

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.

Charter Application Goals	
Measure	**Goal**
Top State Rating	SPS at or above the state average performance score
% of student achieving mastery	30% to 100% Mastery or Above on English I and Algebra I EOC exams 30% to 100% Mastery or Above on grades 3-8 LEAP in ELA and math
Average ACT Score	21 or higher
% of graduates named AP scholars	25% or more
% of graduates who are accepted to college or university	100%
% of K-2 students who end year on/above grade level in reading/language/math	If the charter school decides to give a nationally normed K-2 test, and if that test is mutually agreed upon by the district and the charter, then 75% to 100% of students score on/above grade level in ELA and math on that test.

CHARTER SCHOOL CONTRACT: EXHIBIT G
Fiscal Oversight Policy

(To be supplemented prior to May 1, 2018)

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

Name of Charter School: BASIS Baton Rouge

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

_____ 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

Date

CHARTER SCHOOL CONTRACT: EXHIBIT I
Collective Bargaining Option Form

CHARTER SCHOOL CONTRACT: EXHIBIT J
Corporate Charter Partnership

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

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

As the corporate partner to BASIS Baton Rouge, Woman's Hospital will receive an honorary ex officio seat on the board of the Charter Operator. Woman's representative will be chosen by the CEO of Woman's. The primary purpose of this representation is to stay informed of how the school is performing and executing against its mission. Such ex officio board members shall not be entitled to vote, and shall not be permitted to participate in any Executive Sessions at any Charter Operator board meeting absent unanimous board vote. Additionally, the Charter Operator shall have the option to remove and request a replacement of any such ex officio member by unanimous vote.