

CHARTER SCHOOL CONTRACT

1. Parties and Purposes:

This contract is entered between the East Baton Rouge Parish School System (EBRPSS) and J. K. Haynes Elementary Charter School pursuant to Louisiana Revised Statute 17: 3971, et seq., provide for the operation of a charter school. J. K. Haynes Elementary Charter School agrees to comply with the terms of this contract, all applicable state and federal laws, and with all regulations adopted by the Board of Elementary and Secondary Education (BESE) and the EBRPSS regarding charter schools.

2. Certification Regarding Nonprofit, Nonsectarian Status; Non-assignability of Contract:

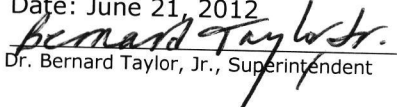
J. K. Haynes Elementary Charter School certifies that it is a nonprofit, nonsectarian corporation under Louisiana Law and that all contracts obligating the charter school have been undertaken by J. K. Haynes Elementary Charter School as a nonprofit corporation. J. K. Haynes Elementary Charter School failure to act strictly as a nonprofit, nonsectarian corporation shall be grounds for rescision of its charter. J. K. Haynes Elementary Charter School may not assign or transfer this contract or any rights under this contract to another party unless so authorized by EBRPSS. Should J. K. Haynes Elementary Charter School proposed to enter into a contract with another entity to manage their charter school, J. K. Haynes Elementary Charter School agrees to submit all pertinent information regarding the management arrangement including a copy of the contract and a description of the managing company with identification of its principals and their backgrounds. J. K. Haynes Elementary Charter School shall not enter a management contract without EBRPSS approval.

3. Monitoring:

J. K. Haynes Elementary Charter School shall allow representatives from EBRPSS, the EBRP School System Officials, any other appropriate state officials, and contracted evaluators to visit the school site at any time to insure that the school is being operated pursuant to its charter and applicable laws and regulations. J. K. Haynes Elementary Charter School shall allow the officials full access to its financial and educational records, reports, files and documents of any kind. Charter further agrees to supply, in a timely manner, all reports, test results and other information which are required under its charter, state law and regulations. J. K. Haynes Elementary Charter School agrees to perform student testing as prescribed by EBRPSS and/or BESE.

This is an "Official Copy".

Date: June 21, 2012


Dr. Bernard Taylor, Jr., Superintendent

Further, J. K. Haynes will present the monthly accomplishments or deficiencies on the following best practices for school improvement:

4. **Liability and Insurance:**

Neither party to this contract is the employer or agent of the other party. J. K. Haynes Elementary Charter School agrees to maintain the minimum insurance coverage listed below:

1. Workers' Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction over Charter's employees, and employer's liability insurance with a minimum limit of \$1,000,000.
2. Comprehensive General Liability Insurance with a minimum combined single limit of \$1,000,000 each occurrence.
3. Comprehensive Automobile Liability Insurance with a combined single limit for bodily injury and property damage for not less than \$1,000,000 each occurrence with respect to the school's owned, hired or non-owned vehicles, assigned to or used in performance of the services offered by the school.
4. School Leaders Errors and Omissions with a single limit of \$1,000,000.

Certificate: J. K. Haynes Elementary Charter School shall annually provide EBRPSS with a copy of its current certificate(s) of insurance that meets the requirements of this charter. The certificate(s) shall evidence that policies providing the required coverages, conditions and limits are in full force and effect.

5. **Contract Interpretation:**

Either party's failure to insist on strict performance of any term or condition of this contract shall not constitute a waiver of that term or contract, even if the party accepting or acquiescing in a non-conforming performance knows of the nature of the non-conforming performance and fails to object to it. This contract will be interpreted according to Louisiana law. The provisions of the contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the contract.

6. **Notification and Approval of Changes:**

J. K. Haynes Elementary Charter School shall promptly inform EBRPSS of any conditions that have caused the school to vary from the terms of its approved charter or from state law requirements.

Any amendment to this charter contract proposed by J. K. Haynes Elementary Charter School or EBRPSS shall only become effective when the change is submitted in writing, signed by both parties and approved expressly by EBRPSS or its designee. Changes in operation that require J. K. Haynes Elementary Charter School to obtain an amendment to this charter contract includes, but are not limited to, the following:

- Changes in legal status; ownership, or management, including the structure of the governing board.
- Changes in the school's mission.
- Changes in maximum allowable student enrollment.
- Changes in grade levels served.
- School location (change of site and/or adding or deleting sites).
- Changes in the school calendar involving the number of days of instruction.
- Changes in admission procedures.
- Changes in Special Education procedures.
- Changes in curriculum or methodology.
- Changes in the method(s) used to measure pupil progress.
- Signing authority for the Charter School.

7. **Transportation**

The EBRPSS will provide transportation to the J. K. Haynes Elementary Charter School as required. J. K. Haynes Elementary Charter School's monthly MFP will be reduced to compensate the EBRPSS for the number of buses utilized to provide such transportation. The average yearly cost of operating a regular education school bus during the term of this agreement is as agreed upon and identified in Attachment "A" of this agreement. J. K. Haynes Elementary Charter School will be charged for the cost of the number of buses or portion thereof used to provide the required transportation. This charge will be levied in nine monthly statements.

If changes in ridership necessitate the addition or deletion of any buses, the charge will be adjusted to reflect the change in costs for transportation.

If EBRPSS transportation costs change, the charge will be adjusted to reflect such changes.

Transportation of students will be via approved authorized vehicles only. Transportation of students by J. K. Haynes Elementary Charter School in non-approved or non-authorized vehicles is strictly prohibited.

8. Participation in Federal Programs

Public Charter Schools are eligible to participate (through formula funding, services, or resources) in any Federal Program for which their student population qualifies. Under Title I, public Charter Schools are considered schools within an LEA and are ranked and served in the same fashion as other public schools in the LEA. Charter Schools must sign and comply with all assurances and regulations in *NO CHILD LEFT BEHIND ACT* of 2001 (P.L. 107-110).

9. Special Education Services

The EBRPSS will serve children with disabilities attending J. K. Haynes Elementary Charter School in the same manner as it serves children with disabilities in its other schools; and will provide funds under Part B of IDEA to charter schools in the same manner as it provides those funds to its other schools.

The EBRPSS will provide services to children with disabilities enrolled in the J. K. Haynes Elementary Charter School in the form of evaluations, re-evaluations, Special Education Instructional Support Specialist, materials and supplies, workshops/in-services, and an IEP computer and printer. J. K. Haynes Elementary Charter School will be required to use their MFP funds to employ special education teachers and related services personnel or pay the EBRPSS to provide the needed services on a pro-rated cost basis. J. K. Haynes Elementary Charter School must comply with all local, state and federal regulations concerning the provision of services to students with disabilities.

10. Instructional Academic Performance and Learning Environment
J. K. Haynes leadership team and staff will demonstrate project unit plans daily that addresses high-level questioning and align with Grade-Level Expectations.

The leadership at J. K. Haynes will:

- Develop a professional development calendar for 2012-2013 and each school year thereafter during the duration of the contract.
- Develop strategies to engage parents
- Collaborate with the EBRPSS regarding the implementation of Common Core Standards and Act 54 (COMPASS)

11. Fiscal Funding:

- J. K. Haynes Elementary Charter School will be issued monthly per pupil Minimum Foundation Program (MFP) distributions as determined by the State Department of Education. The distribution will be based on the official

October 1 enrollment and will be adjusted accordingly for any State Department of Education audit adjustments. The distributions will be reduced by the cost of any support, contracted, rental, and any other services provided by East Baton Rouge Parish School System in conformance with Attachment "A" of this agreement. The distribution date will be determined by the later of the following: five working days from the end of the previous month or five working days from the receipt of any required documents to process the distribution.

- J. K. Haynes Elementary Charter School monthly MFP distribution will be reduced by the most recently approved State Department of Education's indirect cost rate. This rate shall not exceed three (3%) percent. The calculation will include the indirect cost rate multiplied by all revenue received by the charter school each month.
- J. K. Haynes Elementary Charter School monthly MFP distribution will be reduced by the most recently approved Teacher's Retirement System employee and employer contribution rates. The calculation will include the employee and employer rate multiplied by all Charter School employee earnings that are required by law to participate in Teachers Retirement System.
- J. K. Haynes Elementary Charter School is required to submit monthly Contributions Correction Report (Form 4b) to report all earnings on all fulltime, return to work retirees, and part-time vested employees. The monthly MFP distribution will not be processed until receipt of this document.
- J. K. Haynes Elementary Charter School is required to submit on an annual basis all employee's base pay, employee's total wages, number of days contracted, number of days worked, and sick days taken. This data must be submitted no later than July 15 for the fiscal year ending June 30.
- J. K. Haynes Elementary Charter School is required to submit enrollments (Form 2) and terminations (Form 4c) in Teachers Retirement System and must be submitted by the 10th of the month following the month the transaction occurred.
- J. K. Haynes Elementary Charter School must comply with all applicable laws and reporting requirements established by Teachers Retirement System and East Baton Rouge Parish School System.

12 Support Services

- J. K. Haynes Elementary Charter School will be allowed to participate in East Baton Rouge Parish School System's group insurance program.

J. K. Haynes Elementary Charter School monthly MFP distribution will be reduced by the employee and employer contribution rates as established by East Baton Rouge Parish School System applicable for the types and levels of coverage selected. . The agreed upon rate for said services is provided for in Attachment "A" of this agreement

- J. K. Haynes Elementary Charter School will be allowed to contract with East Baton Rouge Parish School System for school food services. J. K. Haynes Elementary Charter School monthly MFP distribution will be reduced by meals and snacks provided in accordance with contracted rates as agreed upon and identified in Attachment "A" of this agreement. .
- J. K. Haynes Elementary Charter School will be allowed to contract with East Baton Rouge Parish School System for facility rental contingent upon East Baton Rouge Parish School System having available facilities. J. K. Haynes Elementary Charter School monthly MFP distribution will be reduced by facility rental, waste disposal, and utilities at the rented site as agreed upon and identified in Attachment "A." The calculation for waste disposal and utilities will be determined by East Baton Rouge Parish School System and will either be previous actual charges or an average of previous actual charges.

13 Reporting Requirements

J. K. Haynes Elementary Charter School is required to submit a completed Annual Financial Report to East Baton Rouge Parish School System no later than September 10 for the fiscal year ending June 30. Completed Annual Financial Reports will be in the format provided by the State Department of Education and in accordance with the Louisiana Accounting and Uniform Governmental Handbook. J. K. Haynes Elementary Charter School is required to submit audited financial statements to East Baton Rouge Parish School System and the Legislative Auditors Office no later than December 30 for the fiscal year ending June 30. J. K. Haynes Elementary Charter School is required to submit quarterly financial statements to East Baton Rouge Parish School System no later than 30 days after the end of each quarter.

14 Discrimination Clause:

The J. K. Haynes Elementary Charter School 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 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 J. K. Haynes Elementary Charter School agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

J. K. Haynes Elementary Charter School agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by J. K. Haynes Elementary Charter School or its agents, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

15 Criminal History Review:

No person who has been convicted of, or has pleaded guilty to, or has pleaded *nolo contendere* to a crime listed in R.S. 15:587.1© shall be hired by a public charter school or public school system for a position of supervisory or disciplinary authority over school children unless approved in writing by a district judge of the parish and the district attorney.

No person employed or otherwise associated with the charter school, including any contact person listed on the charter school application or any member of the management board, who has been convicted of, or has pleaded guilty to, 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.

J. K. Haynes Elementary Charter School shall adhere to all policies/procedures adopted by the State Board 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.

A criminal history review through the Louisiana Department of Public Safety and Corrections, Office of State Police, Bureau of Criminal Identification, shall be administered. The criminal history review shall include a fingerprint check and simultaneous FBI check. All costs associated with the criminal history review shall be the responsibility of the entity granted the charter, although the J. K. Haynes Elementary Charter School may assign the responsibility to those persons undergoing the criminal history review.

16 Admission/Enrollment

Enrollment shall be open to any child who resides within the EBRPSS District without exceeding prescribed enrollment limitations established by the East Baton Rouge Parish School Board. There shall be no inter-district student assignments involving Baker, Zachary, Central or any other school district. The J. K. Haynes Charter School will increase its enrollment by 20 students per year until 2013.

17 Production of Documents:

The administrator of the charter school shall present all documentation requested by the EBRPSS relative to compliance with law, guidelines, or contract within 10 days. Required documents relative to start-up activities as listed in the BESE Charter School Approval Process must be submitted prior to the execution of this contract.

18 Termination:

This contract may be terminated and the Charter revoked by the Board, for any grounds provided by State Law R.S. 17:3971-3999, for any material breach of contract upon thirty days advanced written notice. Further, should J. K. Haynes Elementary Charter School be assigned to School Improvement Level 3 at the end of any accountability cycle included in the period covered by this contract, will result in termination of this contract, as well as failure to meet growth targets for three consecutive years as established by the State of Louisiana Accountability Model. (In the event of termination, all assets not requiring return or transfer to donors or grantors or required for discharge of existing liabilities and operations of J. K. Haynes Elementary Charter School shall be returned to EBRPSS.)

19 Term of Charter, Renewal; Revocation:

The term of this Charter and renewal or revocation thereof, shall be governed by Louisiana law specifically including LA R. S. 17:3992, 17:3998 and applicable BESE regulations.

Considering the foregoing, and that J. K. Haynes Elementary Charter School has submitted a charter school application which has been approved by the Louisiana State Board of Elementary and Secondary Education, the charter, as set forth in J. K. Haynes Elementary Charter School proposal as conditioned by state law, BESE regulations and this contract, is hereby granted.

Provided that the terms of this contract are met and reviewed quarterly, the agreement will begin on the first day of July, 2012 and end on 30th day of June 2022 notwithstanding any conditions necessitated by The State of Louisiana Accountability Model. In addition, the agreement herein will prompt termination if the aforementioned sections are not met or corrected within 30 days once determined.

EAST BATON ROUGE PARISH SCHOOL BOARD:

By: Bernard Taylor
Dr. Bernard Taylor, Superintendent 6-21-12 Date

Barbara Freiberg
Barbara Freiberg, Board President 6/21/12 Date

CHARTERER:

J.K. Haynes Elementary Charter School

Name of Charter School _____

Sean O. Haynes 7/30/12
Principal Date

[Signature] 7-30-2012
Charter School President/Authorized Representative Date