

Bd. approved 12/14/17

**Type 1 Charter Contract entered into by:**

**The Emerge School for Autism, Inc.  
and  
the East Baton Rouge Parish School Board**

**Effective July 1, 2018**

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CHARTER SCHOOL  
CONTRACT FOR TYPE 1  
CHARTER SCHOOLS

THIS AGREEMENT is a Charter School Contract, authorized pursuant to Louisiana Revised Statutes, Title 17, Chapter 42, and executed by and between the East Baton Rouge Parish School Board ("BOARD") and The Emerge School for Autism, Inc. ("Charter Operator") effective 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 Louisiana legislature has stated its intention that the best interests of at-risk students shall be the overriding consideration in implementing the provisions of the "Charter School Demonstration Programs Law;" 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 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 Elementary and Secondary Education Act ("ESEA"), the Individuals with Disabilities Education Act ("IDEA"), Section 504 of the Rehabilitation Act of 1973 ("Section 504"), the Americans with Disabilities Act ("ADA") and other applicable federal requirements, the Charter School Demonstration Programs Law, and Louisiana's educational accountability requirements, as applicable to charter schools; 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 The Emerge School for Autism, 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 The Emerge School for Autism, Inc., and its Board of Directors (“Charter Operator”) and the East Baton Rouge Parish School Board (“BOARD”) for the purpose of operating The Emerge School for Autism (collectively, the “Charter School” or “School”). This contract will be referred to herein as an “Agreement” or a “Charter Contract,” and such terms may be used interchangeably.
- 1.1.2 The person authorized to sign on behalf of the BOARD is the President of the BOARD.
- 1.1.3 The BOARD shall have jurisdiction over the Charter School pursuant to La. R.S. section 17:3983(A)(4)(a).
- 1.1.4 The person authorized to sign this Agreement on behalf of the Charter Operator is the Chairman of the Charter Operator's Board of Directors (“Charter Representative”). The Charter Representative affirms as a condition of this Agreement that the Charter Operator’s Board of Directors has authorized him or her 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 it is a nonprofit corporation duly authorized according to the laws of the State of Louisiana, and certifies that all contracts obligating the Charter School have been or will be made and undertaken by the Charter Operator as a nonprofit corporation. Failure to act strictly as a nonprofit corporation shall be grounds for rescission of its charter.
- 1.1.6 The Charter Operator affirms, as a condition of this Charter Contract, that the nonprofit corporation has a Board of Directors, whose members receive no compensation other than reimbursement of actual expenses incurred while fulfilling duties as a member of such a board.
- 1.1.7 The Charter Operator affirms, as a condition of this Charter Contract, that no more than one person from the same immediate family, as defined in La. R.S. 42:1102(13), serves as a member of the Charter Operator’s Board of Directors.
- 1.1.8 The Charter Operator affirms, as a condition of this Charter Contract, that the board members of the Charter Operator and the employees of the Charter Operator and the Charter School shall comply with the Louisiana Code of Governmental Ethics, La. 42:1101 *et seq.*

1.2 Location

- 1.2.1 The Charter Operator shall provide educational services, including the delivery of

special education instruction, at location(s) to be mutually agreed upon and located within the geographical boundaries of the BOARD. The school location is identified in **Exhibit A**.

- 1.2.2 Home School. The School will not be used as a method of providing education, calculating student attendance, or generating revenue for students who are being home- schooled (also termed home study) pursuant to Louisiana Department of Education home study provisions.

### 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.

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## SECTION 2: OPERATION OF SCHOOL

### 2.1 Purpose

- 2.1.1 The Charter Operator shall provide educational services according to the educational standards established by law and this Agreement; measure student progress toward such standards and individual student goals; and participate in student assessments required by law, regulation, and BOARD policy. The Charter Operator shall manage the charter school in a financially prudent manner and provide the BOARD with timely and accurate reporting.

### 2.2 Governance

- 2.2.1 The Charter Operator and its Board of Directors are responsible for complying with and carrying out the provisions of this Agreement, including compliance with applicable laws and regulations and all reporting requirements. This provision shall not be construed to give rise to personal liability of individual board members in instances where the law would not impose such personal liability.
- 2.2.2 The Board of Directors of the Charter Operator will act in accordance with its duly adopted bylaws. The Board of Directors of the Charter Operator shall meet the member composition requirements in Bulletin 126.
- 2.2.3 Each member 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 member within thirty (30) days of appointment. The Financial Disclosure shall be submitted to the Louisiana Board of Ethics by each board member 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 members and directors 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 Charter Operator and its Board of Directors are responsible for the sound fiscal management of the Charter School. This provision shall not be construed to give rise to personal liability of individual board members in instances where the law would not impose such personal liability.
- 2.2.7 The Charter Operator shall be the final authority in matters affecting the Charter School, including, but not limited to, staffing, financial accountability, and curriculum, except as otherwise provided in this contract and as provided by applicable law and by policies promulgated by the BOARD.

### 2.3 Grade Range; Number of Students

- 2.3.1 The Charter Operator shall provide instruction to students in such grades, age ranges and numbers in each year of operation under the Agreement as described in the Charter School's Enrollment Projection Table incorporated into this Agreement as **Exhibit B**. The Charter School may enroll up to, but no more than, 120% of the total number of students which have been approved (as specified in Exhibit B) without seeking such approval, in accordance with Louisiana Revised Statute 17:3991(C)(1)(c)(4).
- 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 grade to accommodate staffing exigencies and attrition patterns, but may not without written permission eliminate a grade level that the Charter School was scheduled to serve or add a classroom level that the Charter School was not scheduled to serve.

### 2.4 Student Recruitment and Enrollment

- 2.4.1 The School Enrollment Policies and Procedures attached as **Exhibit C** must be used as guidance in the creation and modification of the School Recruitment and Enrollment Plan. Enrollment in the school shall be conducted pursuant to the School Recruitment and Enrollment Plan, which was 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, creed, national origin, sex, marital status, religion, ancestry, disability, or need for special education services.
- 2.4.2 The Charter Operator shall enroll the required amount of "economically disadvantaged" students in accordance with La. R.S. 17:3991(B). The Charter Operator shall exercise reasonable efforts to recruit and enroll the percentage of "economically disadvantaged" students as described in the Charter School's required "economically disadvantaged" Percentage Table incorporated into this Agreement as **Exhibit D**.

### 2.5 Attendance

- 2.5.1 Attendance of students at the Charter School shall be in compliance with Louisiana's applicable Compulsory Attendance Laws.

### 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 BESE policy. The Charter School's Student Handbook shall be submitted to the BOARD in accordance with timelines and procedures mutually agreed upon. 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 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 distributed to the parents and/or guardians of students enrolled in the School, and 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 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 BOARD'S Chief of Academics.
- 2.9.2 The Charter School's Pupil Progression Plan will include provisions to ensure that the needs of "economically disadvantaged" students are being met, consistent with applicable law and 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 school health and 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 primarily on the performance standards set forth in BESE Bulletin 126 and **Exhibit E**. 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 academic content standards.

## 2.14 Student Records

2.14.1 The Charter Operator shall comply with any and all 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 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 BESE policy and regulations in accordance with timelines and processes mutually agreed upon.

2.14.4 The Charter Operator shall provide for the transfer of the education records, including special education records, of any student who was enrolled at the school upon the written request of any authorized person on behalf of an educational facility within or outside of the state of Louisiana, where the student has become enrolled or is seeking enrollment.

2.14.4.1 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 BESE policy and regulations, or requested by the BOARD, in accordance with timelines and processes established by the BOARD.

2.15.2 The Charter Operator agrees to submit all reports and other information in the manner prescribed by the BOARD, which may include the use of a document-storage and management systems 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, BESE policy, and BOARD. The Charter Operator shall perform all student testing required by state and federal law and BESE policy and regulations.

2.17 Charter School Special Education Responsibilities

2.17.1 The Charter Operator will comply with the applicable requirements of federal and state law and BESE policy concerning the education of children with disabilities, including the requirements of the Individuals with Disabilities Act (“IDEA”), 20 U.S.C. §1401, *et seq.*, Section 504, and related provisions of the School Enrollment Policies and Procedures (**Exhibit C**). 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 Section 504, 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 School shall be responsible for providing those specialized instructional and related services required pursuant to student Individualized Education Programs (“IEPs”), and the services, modifications, or accommodations required by students’ Section 504 Plans. The Charter Operator shall assist the BOARD in meeting such guidelines for students enrolled in the Charter School.

2.17.2 The BOARD is responsible for ensuring that the requirements of federal and state special education law and regulations are met in the Charter School and that special education and related services are provided in the Charter School in the same manner as they are provided in the BOARD’s direct-run schools.

2.17.3 Charter Operator shall comply with all BOARD policies, procedures and regulations concerning the education of students with disabilities. Additionally, Charter Operator shall be responsible for compliance with Section 504, if applicable, and the ADA in its general curriculum, including but not limited to implementation of any formal Section 504 Plan that has been developed for a student. Charter Operator

shall have an educational model for the delivery of special education services that complies with federal and state law.

- 2.17.4 Consistent with state law and regulations, Charter Operator shall employ a sufficient number of teachers, to provide specialized instruction to its students with mild to severe disabilities, including a special education coordinator. Such teachers shall be properly trained, licensed and endorsed in accordance with any applicable State or Federal laws and regulations.
  - 2.17.5 Charter Operator shall have a qualified special education coordinator who will be responsible for monitoring individual case management of all special education students and for arranging the provision of services required by student IEPs. Charter Operator shall maintain a file documenting Charter Operator's compliance with special education requirements.
  - 2.17.6 The BOARD shall assign an Official District Representative ("ODR") to attend IEP meetings scheduled, convened and conducted by the Charter Operator and to review and sign IEPs for the Students. The Charter Operator will use State forms to develop, maintain, and review IEPs in the format required by the State and in accordance with BOARD policies and procedures adopted in accordance with federal and state laws. Only the Board's ODR will be authorized to commit the Board's resources.
  - 2.17.7 The Charter School will participate in the state quality assurance process for special education (i.e. verification reviews, coordinated compliance self-reviews, complaint monitoring, procedural safeguards, and the local plan).
  - 2.17.8 The Charter School will ensure that its special education personnel or contracted personnel are appropriately credentialed and licensed consistent with federal requirements and Louisiana laws and regulations.
- 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.
- 2.20 Oversight Authority
- 2.20.1 The BOARD shall have oversight over the Charter School pursuant to this Contract, 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, BESE policy, BOARD policy or any of the terms or conditions of this Charter Agreement.

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

#### 2.21 Site Visits

2.21.1 The Charter Operator shall allow representatives from the BOARD, the Louisiana Legislative Auditor, law enforcement officials, contracted evaluators, or any other federal, state or local regulatory agency to visit the school site at any 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. During such site visits, to the extent 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.

#### 2.22 Production of Documents

2.22.1 Representatives of the Charter Operator or the administrator of the Charter School shall produce all documentation and information requested by BOARD, the Louisiana Legislative Auditor, law enforcement officials, contracted evaluators, or any other federal, state, or local regulatory agency within three (3) business days of a 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.

#### 2.23 Attendance Required of Charter Operator and/or its Employees

2.23.1 Members and employees of the Charter Operator shall attend all training sessions required by the BOARD.

2.23.2 The Charter Operator, or a representative of the Charter Operator, shall attend all meetings in which the BOARD requests its presence. These meetings shall include, but are not limited to, meetings with the BOARD.

#### 2.24 Health Services and Protections

2.24.1 The Charter Operator shall provide appropriate health services and safety protections to the extent required by applicable federal and state law, BESE policy and BOARD policy.

#### 2.25 Transportation Services and Food Services

2.25.1 The Charter Operator shall provide transportation services to any student requiring transportation as part of his or her Individualized Education Program (IEP). The Charter Operator shall submit a school transportation plan to the BOARD to ensure compliance according to 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 BESE policy.

2.25.2 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.

#### 2.26 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 contract 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 contract.
- 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 school to vary from the terms of its approved charter or from state law, federal law, BESE policy or 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 school facility.
- 2.27.3 The Charter Operator shall notify the BOARD in a timely manner of the arrest of any members of the Charter's Board of Directors, employees, contractors, subcontractors, or any person directly or indirectly 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 immediately notify the BOARD of any change in its 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.

2.27.8 Failure to notify the BOARD about loss of the management organization within two (2) business days may be considered a violation of this agreement.

2.27.9 The Charter Operator shall notify the BOARD within two (2) business days of any official board action which results in the appointment of a new president of the charter school's governing board.

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 BESE policy and regulation.

2.29 Alternative Placements

In the event that the Charter School is considering whether it is unable to provide an appropriate placement or services for a student with special needs, the Charter School must contact the BOARD to discuss placement and service alternatives. The IEP team convened at the Charter School shall have the authority to make offers of a FAPE and decisions regarding the staffing and methodology used to provide special education and related services at the Charter School pursuant to an IEP. The Charter School must present to the BOARD its alternative education plan for review before action is taken. The Charter School will be responsible for all costs associated with alternative placements if required by law.

2.30 Least Restrictive Environment

The Charter School will support movement of students with disabilities, including students with moderate to severe disabilities as required, into less restrictive environments as appropriate and increase interactions of students with disabilities with non-disabled students as required by law and based on individual student needs. The Charter School's general program of instruction for students with disabilities shall be responsive to the required sequence of courses and related grade appropriate curricular activities provided for all students. Assessment and standardized testing procedures shall be implemented as required by law, including guidelines for modifications and adaptations and monitoring of student progress.

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### SECTION 3: SCHOOL FINANCIAL MATTERS

#### 3.1 Funding

3.1.1 Prior to the beginning of each new fiscal year, the Charter Operator shall follow procedures required by the BOARD to determine enrollment projections for the upcoming school year.

3.1.2 The 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. The per pupil amount shall be computed annually and shall be equal to the per pupil amount provided through the minimum foundation program formula, determined by the allocation weights in the formula based upon student characteristics or needs, received by the school district in which the student resides from the following sources based on the district's membership count used in the minimum foundation program formula:

3.1.2.1 The state-funded per pupil allocation, based upon weighted student membership count, received by the district pursuant to the most recent legislatively approved minimum foundation program formula, including all levels and allocation weights based upon student characteristics or needs as provided in the formula except any supplementary allocations for specific purposes. Supplementary allocations for specific purposes shall be provided to charter schools based solely on the funds generated by the charter school within each specific location.

3.1.2.2 Local revenues received during the prior year by the school district from the following sources:

- Sales and use taxes, less any tax collection fee paid by the school district.
- Ad valorem taxes, less any tax collection fee paid by the school district.
- Earnings from sixteenth section lands owned by the school district.

3.1.2.3 For the purposes of this Subparagraph, local revenues shall exclude any portion which has been specifically dedicated by the legislature or by voter approval to capital outlay or debt service.

Initial allocation of the per pupil amount required in Section 3.1.2 shall be based on estimates provided by the state Department of Education using the most recent projected prior year local revenue data and projected pupil counts available. Allocations shall be adjusted during the year to reflect actual pupil counts and actual prior year local revenue collections.

3.1.3 As set forth in La. R.S. 17:3995(D) 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 constitution and any other law.
- 3.1.4 As set forth in LA R.S. 17:3995 the 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 Minimum Foundation Program allocation shall occur in July of 2018. The Charter School will report student, staff and financial information in the manner prescribed by the BOARD and allocations may be adjusted during the year, as necessary, to reflect the actual student count, staff count and prior year local revenues.
- 3.1.5 As set forth in LA R.S. 17:3995(B) for each pupil enrolled in the Charter School who is entitled to special education services, any state special education funding beyond that provided in the minimum foundation program, including but not limited to "High Cost Services Allocations" and any federal funds for special education for that pupil that would have been allocated for that pupil shall be allocated to the Charter School which the pupil attends.
- 3.1.6 The Charter School shall be eligible for any other federal, restricted state, and unrestricted state funding for which the Charter School or its pupils qualify. The Charter School shall receive at a minimum its per pupil share for any state or federal grant program such as any funding provided for technology, teacher supplies, kindergarten through third grade reading and mathematics, summer school, and other remediation funding, as well as any other state or federal grant program where funding is distributed on a per pupil basis and the Charter School is eligible to receive the funding under the terms of the grant. The Charter School shall comply with the terms of the grant. The chartering authority shall ensure that such funds are made available for use by the Charter School no less than fifteen (15) days after the chartering authority receives such funding from the state or the federal government, provided the chartering authority applied for such funding directly. The Charter School may apply for and receive funding directly from the state or federal government.
- 3.1.7 The BOARD shall annually charge the Charter Operator a fee in the amount equal to two percent of the total per pupil amount, as defined by law, that is received by the Charter Operator 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 Operator, and for reporting on school performance. Such fee amount shall be withheld from the per pupil amount in monthly increments and shall not be applicable to any federal money or grants received by the Charter Operator. Administrative overhead costs shall not include any costs incurred by the Charter Operator to provided purchased services to the Charter School. The Charter Operator acknowledges that each year initial funding will be based on the projected student enrollment and projected per student MFP allocation. The amount of funding will be adjusted throughout the school year to reflect actual student counts, the results of any audits, and the final per student MFP allocation.
- 3.1.8 The implementation and/or continuation of the provisions of this Charter Contract



are contingent upon a legislative appropriation or allocation of funds necessary to fulfill the requirements of the Charter Contract. If the 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 or by any 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 by the BOARD.
- 3.2.4 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.
- 3.2.5 The Charter Operator shall maintain records in a manner that reflects compliance with this Charter Contract and generally accepted accounting principles. The Charter Operator is subject to appropriate financial audits in accordance with La. R.S. 24:513 *et. seq.* and La. R.S. 17:3996(F).

### 3.3 Qualified and Competent Business Professional

- 3.3.1 The Charter Operator shall retain for the duration of this Charter 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 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. All documents and reports submitted pursuant to this Paragraph shall contain the signature of the Qualified and

Competent Business Professional, 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 validates all inventory reports submitted to the BOARD by the Charter Operator.

### 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.

### 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 is revoked or surrendered, or the school otherwise ceases to operate, the possession of all records of the school shall be immediately 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 school otherwise ceases to operate, all assets purchased with any public funds 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, the Charter Operator shall immediately refund all equipment and cash on hand attributable to state funding 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, the Charter Operator shall comply with a the BOARD-approved School Closure and Transfer Process regarding the disposal of property and funds.
- 3.6.4 If the charter school fails to open and serve students or closes for any reason, the Charter Operator shall immediately refund all equipment and cash on hand attributable to federal funding to the BOARD.
- 3.6.5 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, ownership of the asset will revert to the BOARD.

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

3.6.7 The Charter Operator shall be responsible for adequately safeguarding all assets purchased with any public funds and shall produce evidence of such upon 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 contract 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 request. The certificates shall evidence that policies providing the required coverage, conditions and limits are in full force and effect.

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**SECTION 4: PERSONNEL****4.1 Employment Matters**

- 4.1.1 The Charter Operator shall employ and/or contract with necessary personnel. It shall implement a personnel policy that addresses such issues as hiring of personnel, terms of employment, and compensation consistent with that contained in the Charter Application. The parties 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 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 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 FBI check. All costs associated with the criminal history review shall be the responsibility of the Charter Operator, although the Charter Operator may assign the responsibility to those persons undergoing the criminal history review.
- 4.4.2 The Charter Operator shall not hire a person who has been convicted of or has pleaded *nolo contendere* to a crime listed in La. R.S. 15:587.1(C) as a teacher, substitute teacher, bus driver, substitute bus driver, janitor, school security personnel, cafeteria personnel, or a school employee who might reasonably be expected to be placed in a position of supervisory or disciplinary authority over school children unless approved in writing by a district judge and the district attorney of the parish.
- 4.4.3 No person employed or otherwise associated with the Charter School, including any contact person listed on the charter school application or any member of the management 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 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), unless revoked as provided for in Section 5.4 herein, or terminated by the Charter Operator pursuant to Section 5.5 herein, this Charter School Contract shall be effective upon complete execution for an initial term, beginning July 1, 2018, for four (4) years and may be extended for a maximum initial term of five (5) years, contingent upon the results of a review conducted after the completion of the third year as provided for in La. R.S. 17:3998.

### 5.2 Extension

5.2.1 The BOARD shall conduct an evaluation of the Charter School after the completion of its third year of operation based on the evaluation and extension standards outlined in 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 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 Bulletin 126, and BOARD policy.

### 5.4 Revocation.

5.4.1 As provided by law, 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 members, 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 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 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 policy applicable to a charter school, its officers, or employees; or

5.4.1.5 If the BOARD determines that the health, safety, or welfare of the students is threatened

## 5.5 Closure

- 5.5.1 The Charter Operator may, in its sole discretion, terminate this Agreement at any time, with or without cause, upon at least ninety (90) days' advance written notice to the BOARD. 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 dissolution of the 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, or issuance, 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, 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 school so that those records may be transmitted to the BOARD.

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## SECTION 6. OPERATION OF THE CONTRACT

### 6.1 Entire Agreement

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

### 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 certified mail, postage prepaid, to the following:

In the case of the Charter Operator:

The Emerge School for Autism, Inc.  
ATTN: School Superintendent  
7784 Innovation Park Drive  
Baton Rouge, LA 70820

With Copy to:

Patricia B. McMurray  
Baker Donelson Bearman Caldwell & Berkowitz, PC  
450 Laurel Street  
Chase Tower North, 20th Floor  
Baton Rouge, LA 70801

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 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 School, 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 or inaction of the Charter Operator, its employees, agents or assigns. The provisions or limits of insurance required under this contract shall not limit the liability of the Charter Operator.

- 6.3.3 This Agreement is not an employment contract. No officer, employee, agent, or subcontractor of the Charter Operator or the School is an officer, employee, or agent of the BOARD.
- 6.3.4 The parties acknowledge that the BOARD is not liable for the debts or financial obligations of the Charter Operator or the Charter School.
- 6.3.5 The parties 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 agree that either party's failure to insist on strict performance of any term or condition of this Charter Contract shall not constitute a waiver of that term or condition, even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

#### 6.5 Assignment

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

#### 6.6 Applicable Law

- 6.6.1 This Charter Contract shall be governed by and construed in accordance with the laws of the State of Louisiana and all applicable federal laws of the United States.
- 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, BESE policy and regulation. The Charter Operator shall conform, in all respects, with the educational standards contained in this Agreement and in BESE policy,



state law and Board policy.

- 6.6.3 The parties intend that they be bound by, and that this Charter Contract be subject to, any and all future amendments or additions to the statutes, regulations, policies and procedures applicable to Type 1 charter schools. The Charter Operator and the BOARD hereby agree to comply with any such change as if it were specifically set forth herein. Any such change shall supersede any provision within this Agreement that conflicts with it.

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.

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 by either of the parties 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 governing board, a corporate partnership, or assignment of or changes in management organization;
- changes in classroom levels served;
- changes in student enrollment which result in enrollment in excess of 120 percent of the total number of students set forth in the school's charter, if applicable;

- changes in admission procedures or criteria, if applicable;
- changes in any option expressed in **Exhibit H** with respect to collective bargaining; and
- any changes to the charter contract not specifically identified as non-material amendments.

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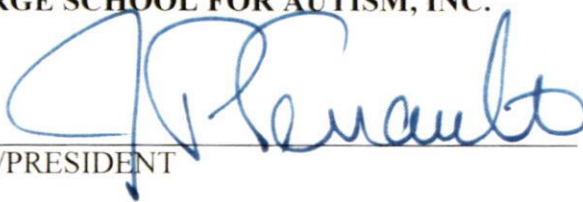
IN WITNESS WHEREOF, the parties have executed this Contract as of the date below.

**EAST BATON ROUGE PARISH SCHOOL BOARD**

By:   
BOARD PRESIDENT

6/5/18  
DATE

**THE EMERGE SCHOOL FOR AUTISM, INC.**

By:   
CHAIR/PRESIDENT

5/30/18  
DATE

**TABLE OF EXHIBITS**

Exhibit A: Location  
Exhibit B: Enrollment Projection Table  
Exhibit C: School Enrollment Policies and Procedures  
Exhibit D: Required Economically Disadvantaged Percentage Table  
Exhibit E: Performance Factors  
Exhibit F: Fiscal Oversight Policy  
Exhibit G: Teachers' Retirement System of Louisiana Option Form  
Exhibit H: Collective Bargaining Option Form

Exhibit A  
LOCATION

7784 Innovation Park Drive  
Baton Rouge, Louisiana 70820

Exhibit B  
ENROLLMENT PROJECTION TABLE

Name of Charter School: **The Emerge School for Autism, Inc.**

Name of Charter Operator: **The Emerge School for Autism, Inc.**

	Year 1 K-1 2018-2019	Year 2 K-2 2019-2020	Year 3 K-3 2020-2021	Year 4 K-4 2021-2022	Year 5 K-5 2022-2023	Year 6 K-5 2023-2024
	24	24	24	24	24	24
		14	24	24	24	24
			14	24	24	24
				8	12	24
					8	12
						8
<b>Total Enrollment</b>	24	38	62	80	92	116

Exhibit C  
SCHOOL ENROLLMENT POLICIES AND PROCEDURES

The Emerge School for Autism is a Type 1 Charter school for students diagnosed with Autism Spectrum Disorder and need a self-contained classroom setting and intensive therapeutic environment. The Emerge School for Autism uses a therapy-based classroom setting, which is specifically designed to meet the significant needs of students living with Autism Spectrum Disorder until they are able to return to a more inclusive environment in their school of choice.

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 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 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. In admitting students in compliance with applicable law, it is anticipated that a charter school will enroll a percentage of students that is reflective of the number of students with disabilities being served in public schools in the parish in which the school is located. This is not a quota or cap on the enrollment of students with disabilities. All students must be admitted in compliance with applicable law.

The percentage of students eligible for special education services who are admitted to the charter school will be reviewed annually based on the percentage of students identified as receiving special education services in schools in the parish in which the charter school is located. In the event that a charter school does not enroll a percentage of special education students that is reflective of the percentage of special education students in the parish where the charter school is located, EBRPSB may choose to manage recruitment and admissions in subsequent years.

### **Required Enrollment of "economically disadvantaged" Students for New Start-Up Type 1 Charter Schools**

The percentage of students enrolled in the charter school who are "economically disadvantaged," as defined in La. R.S. 17:3973.

### **ENROLLMENT PERIOD**

To initiate the enrollment period, the charter school should:

- Determine the spaces available in each grade based on the 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,” a charter school might:

- Send notification to local non-profits advertising the 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 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 school and that they are interested in being a part of that school community. To that end, charter schools may have application requirements, provided those requirements are not designed, intended, or used to discriminate unlawfully. Meetings with parents/guardians, for example, must be designed to inform them about the school rather than to discourage certain types of students from attending the 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 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 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 all those "economically disadvantaged" applicants are to be admitted. If the number of applicants remaining, after enrolling all the "economically disadvantaged" students, exceeds the remaining slots available, then an admissions lottery is to be conducted among all the remaining applicants.

If the percentage of "economically disadvantaged" applicants, as defined herein, exceeds the required percentage of "economically disadvantaged" students to be enrolled in the charter school, then a lottery is to be conducted among the "economically disadvantaged" students until the required percentage of "economically disadvantaged" students has been obtained. Then the remaining "economically disadvantaged" students are to be placed in a lottery with all other applicants, and a lottery is to be conducted among those applicants until all the remaining slots are filled.

*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 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 school during its first year of operation) the right to continue to attend the school, provided that the 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 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 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 school's anticipated student enrollment by established deadlines. For each student that has accepted enrollment, 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 two weeks. Thus, if an admitted student 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 after five days of missing school to discuss their intent to send their child to the 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 school may release that particular slot and fill it with a child from the waitlist (if no waitlist exists, the school may receive applications for that slot.)

**EAST BATON ROUGE PARISH SCHOOL BOARD**

By:   
BOARD PRESIDENT

6/5/18  
DATE

**THE EMERGE SCHOOL FOR AUTISM, INC.**

By:   
CHAIR/PRESIDENT


5/30/18  
DATE

Exhibit D

REQUIRED ECONOMICALLY DISADVANTAGED PERCENTAGE TABLE

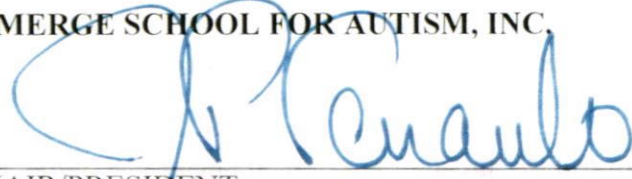
- I. **Required Economically Disadvantaged Percentage:** Pursuant to Louisiana Revised Statute 17:3991(B)(1)(a)(i), the percentage of the total number of students enrolled in the charter school based on the October first student membership who are economically disadvantaged and students with exceptionalities 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 not 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. In the event that the charter school fails to meet each of the required percentages established by Section I of this exhibit in any given year, and to the extent that its percentage of economically disadvantaged pupil membership and its percentage of students with exceptionalities, not including gifted and talented fall below the required percentages, the Board may elect to mandate the implementation of a corrective action plan for purposed of complying with applicable law regarding same.

**EAST BATON ROUGE PARISH SCHOOL BOARD**

By:  \_\_\_\_\_  
BOARD PRESIDENT

 \_\_\_\_\_  
DATE

**THE EMERGE SCHOOL FOR AUTISM, INC.**

By:  \_\_\_\_\_  
CHAIR/PRESIDENT

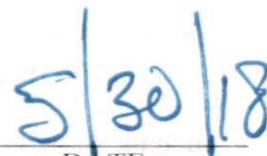
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Exhibit E  
PERFORMANCE FACTORS

The Emerge School for Autism is a selective admissions Type 1 Charter school for students diagnosed with Autism Spectrum Disorder. To accomplish this vision, The Emerge School for Autism uses a self-contained therapy-based classroom setting, which is specifically designed to meet the unique needs of students living with Autism Spectrum Disorder.

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 standard.

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, 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 paragraph 5.4 of the Charter Contract.

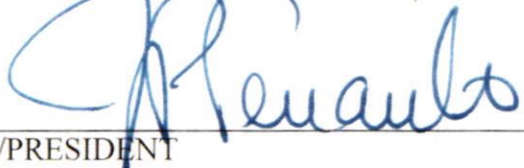
<b>Charter School Goals</b>	
Measure	Goal
% of students achieving their math IEP goals according to ReThink Ed (or similar data tracking system)	70 - 80%
% of student achieving their literacy IEP goals according to ReThink Ed (or similar data tracking system)	70 - 80%
% of students moving one or more rubric levels in a development screening assessment (such as TS Gold) or other similar mutually agreed upon screening assessment in the area of language development	70 - 80%
% of students achieving their IEP goals in the area of social emotional growth according to ReThink Ed (or similar data tracking system)	70 - 80%
% of students moving one or more rubric levels in a development screening assessment (such as TS Gold or other similar mutually agreed upon screening assessment) in the area of physical (motor) growth	70 - 80%

**EAST BATON ROUGE PARISH SCHOOL BOARD**

By:   
BOARD PRESIDENT

6/5/18  
DATE

**THE EMERGE SCHOOL FOR AUTISM, INC.**

By:   
CHAIR/PRESIDENT

5/30/18  
DATE

Exhibit F  
FISCAL OVERSIGHT POLICY

**Section 1: General Information****1.1 Introduction**

This Fiscal Manual has been prepared to provide general information about The Emerge School for Autism (THE EMERGE SCHOOL FOR AUTISM) business functions.

The EMERGE SCHOOL FOR AUTISM is a Type 1 Charter School through the East Baton Rouge Parish.

**1.2 Mission Statement**

The mission of The EMERGE SCHOOL FOR AUTISM Business Office is to provide support to all students, staff, parents, and the community ensuring that all business operations are supportive of the instructional goals and objectives of the charter school.

**1.3 Fiscal Year**

THE EMERGE SCHOOL FOR AUTISM's fiscal year begins July 1<sup>st</sup> and ends June 30<sup>th</sup>. All goods and/or services received and invoiced during these dates must be paid from current fiscal year funds. All invoices for goods received before June 30<sup>th</sup>, shall be submitted to the Business Office by July 1<sup>st</sup> for processing and payment.

**1.4 Records Management & Retention**

THE EMERGE SCHOOL FOR AUTISM is required under Louisiana R.S. 44:411 to develop and submit a records retention schedule (a listing of their agency's records with the retention requirements to meet their administrative, legal and financial needs) for review and approval by the State Archives. Until a retention schedule has been approved, Louisiana R.S. 44:36 requires charter schools to maintain their records for three years from the date the record is made (unless required longer by specific statute). It is important to note that Louisiana R.S. 44:36 does not exempt charter schools from developing a records retention schedule or getting approval to dispose of records prior to their disposal as required under Louisiana R.S. 44:411.

The Business Office oversees the records retention schedule review and approval process. Charter Schools wishing to submit a records retention schedule should use form SSARC-932 to format their submission for review and approval. Free training classes are offered to assist charter schools in the development of their schedules. Information on the classes offered, dates and times can be found on the Get Records Management Training page.

Once a charter school's records retention schedule has been approved, the charter school should begin the process to dispose of the records that have met the retention requirements indicated on their schedule. Charter schools are required to get authorization to dispose of records (scheduled or unscheduled) from the State Archives before they actually dispose of the records.

Charter schools should use form SSARC-930 to request permission to dispose of their records. It is important to note that authorization is required even if the records in question appear on an



approved records retention schedule. The process provides documentation that the records were disposed of during the normal course of business and in compliance with an approval records retention schedule. This process also allows the State Archives to request records that may have possible archival value to be transferred to their custody for review and possible inclusion in the State Archives collection. Additionally, this process plays an important role in helping charter schools whose records may have been damaged document the damage and assist the State Archives in preventing possible duplicates of damaged records from being disposed of before a request for copies from another agency can be made.

All request for records shall be directed to the Principal.

### 1.5 Board Compliance: Public Laws

Because charter schools are public schools, Charter School Law mandates that Charter School Boards-like traditional public school boards-comply with the following laws applicable to Louisiana's public entities:

- Code of Governmental Ethics – La. R.S. 42:1101 *et seq.*
  - Avoiding conflicts of interests
- Open Meetings Law – La. R.S. 42:11 *et seq.*
  - Conducting public business openly
- Local Government Budget Act – La. R.S. 39:1301 *et seq.*
  - Openly adopting and amending public budgets
- Public Records Act – La. R.S. 44:1 *et seq.*
  - Allowing access to public records and documents
- Public Bid Law – La. R.S. 38:2211 *et seq.*
  - Applies to awarding contracts for either food services providers or public works contracts in excess of \$150,000

Note: Violations of these public laws can subject individual Board Members to civil penalties, as well as impact an Authorizer's decision to extend or renew a school's Charter Contract.

### 1.6 Board Compliance: Code of Ethics

Charter School Board Members must abide by the Code of Ethics so as to protect the school from conflicts of interest and undue influence. Compliance with the Code of Ethics ensures that decisions made by the Board are in the school's (and the greater public's) best interest.

Note: Board Members should read in full the La. Code of Ethics (La. R.S. 42:1101 *et seq.*) and annually complete any one-hour training program offered by the La. Board of Ethics to stay current on conflicts of interest rules (<http://ethics.la.gov/>).

You should always contact your school's attorney for ethical issues specific to your school.

However, the following rules are common to Charter Schools:

#### 1.1.1 Reporting

- Board Members must **annually file by May 15** a Tier 3 financial disclosure statement with the Board of Ethics as to personal financial information from the previous year, for all years served.
- Board Members must disclose to the Board of Ethics any situation in which they or their immediate family might benefit from a proposed action.
  - *Immediate family* = children, spouses of children, siblings, spouses of siblings, parents, spouses, and parents of spouse.

Source: La. R.S. 42:1102(13)), 42:1124.3

### 1.6.2 Employment

- Board Members cannot be employees of any school operated by that Board or Operator.
- Board Members are prohibited from being employed by the charter school for *2 years* following termination or resignation from the Board.
- Board Members are prohibited from employing any immediate family members – *exception* permitted for classroom teachers.

Source: La. R.S. 17:3991, 42:1111(A)(1), 42:1121(A)(2), 42:1119; 28 La. Adm. Code, Bulletin 126, 2101-2107

### 1.6.3 Nepotism

- Number of Board Members from the same immediate family:
  - For *Non-BESE Authorized Schools*: No more than 20% of a charter board can be members of the same immediate family.
- *Immediate family* = children, spouses of children, siblings, spouses of siblings, parents, spouse, and parents of spouse.

Source: La. R.S. 17:3991, La. R.S. 42:1102(13)); 28 La. Adm. Code, Bulletin 126, §§ 2101-2017.

### 1.6.4 Compensation

- Board Members cannot receive compensation (anything of economic value) for services to the school other than reimbursement of actual expenses.
  - Board Members cannot solicit or accept personal gifts from any person or entity doing business, or seeking to do business, with the school.
  - Board Members may not accept food and drink at a single event or meeting (as a form of compensation for services or from those doing business, or seeking to do business, with the school) that has a total value greater than *approximately \$50.00*.\*

**Note:** The exact amount may fluctuate every year in accordance with an increase in the unadjusted Consumer Price Index (CPI-U)(Food and Beverage) as published by the U.S. Department of Labor, Bureau of Labor Statistics in January each year. As of 2017, the current food and drink limit is \$57.00.

### 1.6.5 Recusal

- A Board Member must recuse him or herself from participating in any transaction in which he or she has a personal substantial economic interest. This prohibition also extends to situations in which a Board Member knows any of the following persons has a substantial economic interest in a transaction:
  - Immediate family members; any entity of which the Board Member is an officer, director, trustee, partner, or employee; anyone with whom the Board Member is negotiating with or has an arrangement for prospective employment; any legal entity of which the Board Member controls or owns an interest greater than 25%.
- Board Members may participate in the *discussion* or debate concerning the transaction but must disclose the conflict of interest and are prohibited from voting on the matter.

*Source: La. R.S. 42:1112, 42:1120.*

## Section 2: Audits

Audits may be conducted throughout the fiscal year by business office staff, regulatory agencies and the Internal Auditor. Audits may include the annual financial audit, the Single Audit (federal grant funds), activity accounts, petty cash, payroll, attendance accounting, student data, employee data, or other audits as deemed appropriate. The two most comprehensive audits are noted below.

### 2.1 Annual Audits

An annual financial audit must be conducted by an independent CPA firm selected by the Board Directors. THE EMERGE SCHOOL FOR AUTISM has engaged the CPA firm of HANNIS T. BOURGEOIS to conduct the annual financial audit for fiscal year 2016-2017. The role of the CPA firm is to conduct a district-wide audit of the charter school's financial statements, internal control procedures, and to test transactions to determine compliance with local, state and federal regulations.

- All financial transactions shall be in accordance with local, state and federal audit guidelines. In addition, the OMB Circular A-133 shall be utilized to ensure awareness of audit compliance areas for all state and federal grant funds.
  - CFO is responsible for coordinating and overseeing the annual financial audit.

### 2.2 Fraudulent or Other Dishonest Acts

All Board Directors, employees, vendors, contractors, consultants, volunteers, and other parties involved with the charter school shall act with integrity and diligence in duties involving the charter schools financial resources. Fraud and other dishonest acts will not be tolerated. Violators shall be disciplined, may be terminated and may be reported to the appropriate authorities.

Any and all concerns about potential fraudulent activities should be reported to the CFO/Principle. Neither the Board, nor any employee, shall unlawfully retaliate against a person who in good faith perceived fraud or financial impropriety.

Fraudulent acts may include, but are not limited to the following:

1. Forgery or unauthorized alteration of any document or account belonging to the charter school.
2. Forgery or unauthorized alteration of a check, bank draft, or other financial document.
3. Misappropriation of funds, securities, supplies, or other assets, including employee work time.
4. Impropriety in the handling of money or reporting of financial transactions.
5. Profiteering as a result of insider knowledge of charter school information to outside parties.
6. Unauthorized disclosure of confidential or proprietary information.
7. Unauthorized disclosure of investment activities engaged in or contemplated by the charter school.
8. Accepting or seeking anything material value from contractors, vendors, or other persons providing services or materials, except as otherwise permitted by law or local policy.
9. Inappropriately destroying, removing, or using records, furniture, fixtures, or equipment.
10. Failure to provide financial records required by state or local policy.
11. Failure to disclose conflicts of interest as required by law or local policy.
12. Any other dishonest act regarding the finances of the charter school.

The External Auditor shall be responsible for conducting all fraud investigations. If an investigation substantiates fraud, the report shall be provided to the Board of Directors. The report shall include the findings, action(s) taken and/or recommendation(s) for action. If any employee is found to have committed fraud, they shall be subject to disciplinary action, up to and including termination of employment and referral to law enforcement or regulatory agencies, as appropriate.

### **Section 3: Budget**

#### **3.1 Budget Preparation**

The budget must be comprehensive and present a complete financial plan for the fiscal year.

- It must include itemized revenues and expenditures.
- Total of proposed expenditures cannot exceed total of estimated funds available for the ensuing fiscal year.

This instrument must be an appropriation ordinance, adoption resolution, or other legal instrument necessary to adopt and implement the budget document. The school principal must retain and file certified copies of the adopted budget, budget adoption instrument, duly authorized budget amendments, and copies of supporting schedules and correspondence related to the budget at the domicile of the governing authority (e.g., the principal office of the school or Charter Board).

### **3.2 Budget Notice and Public Participation**

The Board of Directors must give the public and opportunity to comment on the proposed budget before the budget can be approved.

- **15-Day Rule:** The budget must be made available for public inspection at least 15 days *prior to the budget's adoption*.
- **10-Day Rule:** Notice must be published in the Board's official journal (i.e. the local newspaper) at least 10 days *prior to the first meeting* at which the Board will discuss the proposed budget. This notice must include the date, time, and location of where the first meeting on the budget will be held.
  - You can meet both the 15-day public inspection rule and the 10-day published notice rule by both publishing and making available all necessary information at least 15 days before the first meeting on the budget is held.
  - All subsequent meetings that include discussion of the budget follow normal Open Meetings Law notice requirements.

**A budget cannot be adopted the first time it is discussed in a Board meeting.** At a minimum, there must be at least one meeting prior to the meeting on the budget at which the Board votes to approve the budget.

- You do not have to have a separate meeting to discuss only the budget – other agenda items can be discussed.

Certification Rule: Once the budget is approved, the Board must certify completion of the budget process by publishing notice thereof in the newspaper.

- It is recommended that, at a minimum, published certification should include when the budget was first made available (15-day rule); when notice was first published in the paper (10-day rule); dates of all meetings at which the proposed budget was discussed; and, date budget was adopted.

### **3.3 Budget Adoption**

THE EMERGE SCHOOL FOR AUTISM must adopt a budget not later than June 30<sup>th</sup> of each year, the adopted budget should then be published on the charter school website.

- All the actions to adopt, finalize, amend, and implement the budget must be discussed and approved in Open Meeting.
- The adopted budget must be balanced.
- Annual operating budgets must be submitted by July 31; general fund budget Form A must be submitted by September 30.

At a minimum, the Board of Directors shall adopt a budget that includes the General Fund, Food Service Fund and Debt Service, if any. The budget shall be adopted at the function code level; therefore, any changes to the budget at the functional level, shall be approved the Board of Directors.

The Principal shall be responsible to coordinate the development and adoption of the budget. Every campus and department shall be responsible for monitoring and amending their respective budget to ensure that it meets the identified needs of the campus or department.

### **3.4 Budget Amendments**

Public Funds of the charter school may not be spent in any manner other than as provided for in the budget adopted by the Board of Directors, but the Board may amend a budget or adopt a supplementary emergency budget to cover unforeseen expenses. Any budget amendments need to be approved by the Finance Committee of the Board of Directors, and henceforth placed in the consent agenda for the entire Board of Directors to approve.

### **3.5 Budget Transfers**

A budget transfer is defined as a transfer of funds which is not across different functions. The Budget Director shall approve all budget transfers. To keep budget transfers to a minimum, each budget manager should review his/her budget on at least a monthly basis to determine if any budget transfers are necessary.

### **3.6 Public Bid: Public Works Projects**

Public Works are:

- The erection, construction, alteration, improvement, or repair of any public facility or immovable property that is owned, used, or leased by the school.
- The total cost of the project must exceed \$150,000.
  - Total cost includes the cost of labor, equipment, and materials.
  - You cannot divide or separate the project into smaller divisions to avoid public bid law requirements.
- If the project exceeds \$150,000 then the contract must be awarded through the public bid process.

### **4.5 Public Bids: Public Works Projects less than or equal to \$150,000**

Even though projects or contracts less than or equal to \$150,000 are not subject to public bid law, the following is recommended by the Legislator Auditor and LDOE.

- Contracts/Purchases less than \$1,000:
  - Best practice to obtain at least 3 verbal quotes.
- Contracts in excess of \$5,000:
  - Terms of contract should be in writing.
- Contracts/Purchases less than \$10,000:
  - Best practice to obtain at least 3 written quotes.
- Contracts/Purchases between \$10,000-\$30,000:
  - Best practice to obtain at least 3 telephone or fax quotes and give written confirmation of accepted offer.

- If a lower quote is available than accepted offer, you should submit reason for rejection to lowest bidder.
- Contracts valued between \$25,000-\$150,000:
  - Awarded via Request for Proposal and/or solicitation of at least 3 bids.

**Note:** The Legislative Auditor annually publishes an easy-to-use Public Bid Law summary guide. Be sure to check its website, under Legal Assistance-Public Contracts-Public Bid Law Summary FAQs, for links to the most current version: <http://app1.la.state.la.us/llala.nsf>. The LDOE also provides a Public Bid Law guide for charter schools: <http://www.louisianabelieves.com/resources/library/school-choice>

**4.6 Public Bid: Contracts for School Food Services**

The Louisiana Department of Education (LDOE) requires all public schools that participate in the National School Lunch Program (a federal breakfast and lunch program for low-income students) to award contracts for School Food Services through public bid. By requiring this, the LDOE helps schools ensure that the food service providers meet all federal requirements. The LDOE and its Child Nutrition Program Division can assist with this process:

- <http://cnp.doe.state.la.us/>
- [http://wwwprd.doe.louisiana.gov/laservices/publicpages/ServiceDetail.cfm?service\\_id=3329](http://wwwprd.doe.louisiana.gov/laservices/publicpages/ServiceDetail.cfm?service_id=3329).

**Section 5: Financial Reporting**

**5.1 Month End Close Process**

THE EMERGE SCHOOL FOR AUTISM closes the books and publishes internal financial statements on the 15<sup>th</sup> business day of each month. Financial statements are presented to the Budget and Finance Committee for review and approval in accordance with the Open Meetings Law (La. R.S. 42:11).

**5.2 Reports to the Louisiana Department of Education (LDE)**

Due Date	Financial Report
July 31	<p><b>Annual Operating Budget</b></p> <p>Includes actual data for the prior fiscal year ending June 30 along with budgeted data for the current fiscal year starting July 1.</p>
September 30	<p><b>Adopted Operating Budget</b></p> <p>Submission is required if July 31 Annual Operating Budget was not adopted in accordance with the Louisiana Local Government Budget Act.</p>
October 31	<p><b>First Quarter Financial Report</b></p> <p>Includes budgeted data for the fiscal year along with YTD actual data</p>

	through September 30.
January 31	<b>Second Quarter Financial Report</b> Includes budgeted data for the fiscal year along with the YTD actual data through December 31.
April 30	<b>Third Quarter Financial Report</b> Includes budgeted data for the fiscal year along with the YTD actual data through March 31.

Each charter school must submit an Annual Financial Report (AFR) to the Department of Education no later than September 30 each year as required by R.S. 17:25 (A)(2) and 17:92. The AFR follows the same general format as the quarterly report, but contains additional line items and find classifications. AFR instructions and forms are located on the LDE website at the following link: <https://leads13.doe.louisiana.gov/lug/AFR/AFR.htm>

Quarterly and Annual Financial Reports include a statement from THE EMERGE SCHOOL FOR AUTISM Board of Directors certifying the accuracy of the reports and the adherence to the Operator’s Internal Control procedures.

The Emerge School for Autism must maintain records in compliance with Generally Accepted Accounting Principles.

**Section 6: Miscellaneous Items**

**6.1 General Fiscal Procedures**

The Emerge School for Autism shall allow the state officials full access to its financial and educational records, reports, files, and documents of any kind.

The Emerge School for Autism further agrees to timely supply all reports, test results and other information, which are required under its charter, state law and regulations.

Any charter school that receives state and federal money directly from BESE or LDE, the principal or chairman of the non-profit corporation that operates the charter school will be the official contact and duly authorized representative for all notices or inquiries issued by BESE, LDE, or other state or federal agencies. The board motion, a member of that board of directors other than the president or chairman who will serve as their duly authorized representative. Copies of all notices or inquiries will also be provided to the school principal.

All transactions or requests submitted by The Emerge School for Autism operator to BESE/LDE must be signed by the duly authorized representative of The Emerge School for Autism.



## **6.2 Internal Controls**

The Emerge School for Autism shall complete an internal control and compliance questionnaire prior to beginning operations. This assessment shall be kept on file, with supporting documentation in the event the school is selected for a fiscal review.

## **6.3 Donations & Gifts**

Donations or gifts of cash or cash equivalents (gift cards), equipment, or materials to individual schools or to the charter school by individuals or organizations shall become property of the charter school. Charter school employees are prohibited by law from intentionally or knowingly offering, conferring, agreeing to confer on another, soliciting, accepting, or agreeing to accept a personal gift or benefit.

Cash donations shall be deposited to the appropriate account in accordance with the cash/check handling procedures.

The Emerge Foundation is in charge of keeping record when a sponsor decides to donate an item/service rather than making a monetary gift. These records are then turned in to a Staff Accountant so they may record the in-kind contributions received.

Contributions in-kind are recognized and recorded at estimated fair market value (EFMV) on the date of the donation. Estimated fair market value is determined by the donor of the item/service. A thank you letter is then sent to the donor by the Development Department excluding estimated fair market value amounts (per IRS regulation).

## **6.4 Grants Management (State, Federal & Philanthropic)**

Seeking grant funds such as state, federal or from other sources is very desirable due to the impact off reduced local resources. It is recommended that grant applications be developed through a team approach to ensure that all stakeholders develop the grant goals, strategies and activities. All grant applications shall be reviewed and approved by the principal submission to the granting agency. Some granting agencies require matching funds, in-kind funds, or other specific requirements that may pose a financial liability to the charter school.

After the charter school has received confirmation that a grant application has been approved, typically through a Notice of Grant Award (NOGA), the Accounting Specialist shall prepare and enter the grant budget on the general ledger. No funds may be expended until the grant approval has been received from the granting agency.

The principal shall serve as the charter school's grants management administrator.

The principal shall ensure compliance with all grant requirements as they relate to grant activities, expending of funds, supplement versus supplant, submitting reimbursement requests, financial reports, and evaluation reports.

Exhibit G  
TEACHERS' RETIREMENT SYSTEM OF LOUISIANA OPTION FORM

Name of Charter School: **The Emerge School for Autism, Inc.**

**TRSL & LSERS Option**

Select one of the options below:

**Option 1**

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

**Option 2**

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

**Option 3**

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

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

**EAST BATON ROUGE PARISH SCHOOL BOARD**

By:   
BOARD PRESIDENT

6/5/18  
DATE

**THE EMERGE SCHOOL FOR AUTISM, INC.**

By:   
CHAIR/PRESIDENT

5/30/18  
DATE

Exhibit H  
COLLECTIVE BARGAINING OPTION FORM

Name of Charter School: **The Emerge School for Autism, Inc.**

Select one of the options below:

**Option 1**

\_\_\_\_\_ The Charter Operator intends that the provisions of the collective bargaining agreement entered into by the local school district in whose jurisdiction this charter school is located shall apply to the Charter School.

**Option 2**

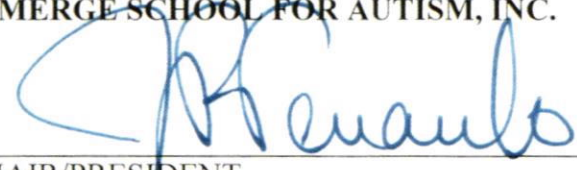
  x   The Charter Operator does not intend that the provisions of the collective bargaining agreement entered into by the local school district in whose jurisdiction this charter school is located shall apply to the Charter School.

**EAST BATON ROUGE PARISH SCHOOL BOARD**

By:   
BOARD PRESIDENT

6/5/18  
DATE

**THE EMERGE SCHOOL FOR AUTISM, INC.**

By:   
CHAIR/PRESIDENT

5/30/18  
DATE