

Tom Schedler
SECRETARY OF STATE

As Secretary of State of the State of Louisiana I do hereby Certify that
the attached document(s) of

LYCEE FRANCAIS DE LA NOUVELLE ORLEANS, INC.

are true and correct and are filed in the Louisiana Secretary of State's Office.
40566969 Amendments 07/20/2011 2 pages

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

July 21, 2011

Secretary of State

HL 37109592N



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**AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
LYCEE FRANCAIS DE LA NOUVELLE ORLEANS, INC.**

The undersigned, acting pursuant to the Non Profit Corporation Law of Louisiana, hereby amends the articles of incorporation as follows:

Article 10

This corporation is organized exclusively for charitable, educational, and scientific purposes, the making of distributions to organizations that qualify as exempt organizations under section 501 (c) (3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Article 11

Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under section 501 (c) (3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law) or (b) by a corporation contributions to which are deductible under section 170 (c) (2) of the Internal Revenue Code of 1986 (or corresponding provision of any future United States Internal Revenue Law).

Article 12

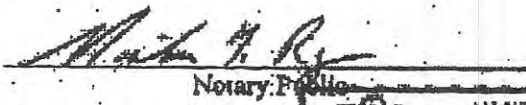
Upon the dissolution of this corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501 (c) (3) of the Internal Revenue Code (or corresponding section of any future federal tax code, or shall be distributed to the Federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed by the Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

The amendments have been adopted by unanimous consent of the board of directors at a meeting held on the 11th of April, 2011.

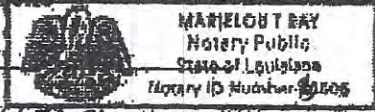
THIS DONE AND PASSED on the 19 of July, 2011, signed in ORLEANS Parish, State of Louisiana, before the undersigned Notary Public.


Signature of Officer

Officer
Title


Notary Public

Printed Name: _____



Bar Roll/Notary No.: 86505

LYCÉE FRANÇAIS DE LA NOUVELLE-ORLÉANS (LFNO): EIN: 80-0502031

ITEM 2: COMPLETE COPY OF CHARTER APPLICATION

LYCÉE FRANÇAIS DE LA NOUVELLE-ORLÉANS (LFNO): EIN: 80-0502031

ITEM 3: COPY OF EXECUTED CHARTER CONTRACT

Type 2 Charter Contract entered into by LFNO, Inc. and the Louisiana Department of
Education

Dated as of June 3, 2011

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CHARTER SCHOOL CONTRACT
FOR TYPE 2 CHARTER SCHOOLS

THIS AGREEMENT is a Charter School Contract, authorized pursuant to Louisiana Revised Statutes, Title 17, Chapter 42, made this 3rd day of June, 2011 by and between the Louisiana Board of Elementary and Secondary Education ("BESE") and LFNO, Inc. ("Charter Operator").

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;

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;

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;

WHEREAS, BESE finds that the Charter School's application is valid, complete, financially well-structured, educationally sound, and offers potential for fulfilling the purposes of the Charter School Demonstration Programs Law;

WHEREAS, BESE is authorized, pursuant to La. R.S. 17:3971 *et seq.*, to execute Charter contracts authorizing the operation of charter schools;

WHEREAS, BESE approved the Application to be a Type 2 charter school, subject to completion of prescribed pre-opening activities and execution of a charter contract.

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 LFNO, Inc. and its Board of Directors ("Charter Operator") and BESE for the purpose of operating Lycée Français de la Nouvelle-Orléans (the "Charter School"). This contract will be referred to herein as an "Agreement" or a "Charter Contract," and such terms may be used interchangeably.
- 1.1.2 The person authorized to sign on behalf of BESE is the President of BESE.
- 1.1.3 The Louisiana Department of Education ("LDE") shall have jurisdiction over the Charter School Pursuant to La. R.S. section 17:3981(3).
- 1.1.4 The person authorized to sign on behalf of the Charter Operator is Thomas A. Klingler ("Charter Representative") who is the Chair/President of the Board of Directors of the LFNO, Inc. The Charter Representative affirms as a condition of this Charter Contract, that he/she is the above-described representative of the Charter Operator and has authority to sign this Charter Contract on behalf of the Charter Operator.
- 1.1.5 Incorporated as **Exhibit A** herein and by reference is a true and correct copy of the Application/Proposal ("Application") of the Charter Operator that was relied upon by BESE in executing this Agreement. The Application includes a list of assurances which is an integral part of this contract.
- 1.1.6 The Charter Operator affirms, as a condition of this Charter Contract, that the nonprofit corporation is duly authorized according to the laws of the State of Louisiana.
- 1.1.7 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.
- 1.1.8 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 governing board.

1.2 Location.

- 1.2.1 The Charter Operator shall provide educational services, including the delivery of instruction at the following location(s):

5401 South Claiborne Ave., New Orleans. LA 70125

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 BESE and/or the Department of Education.
 - 1.3.3 In the event that an adequate Facility Agreement and/or necessary certificates and permissions are not in place at any time, the Charter Operator may not provide instruction at the facility. In such event, BESE reserves the right to enforce its revocation rights set forth herein.
- 1.4 Pre-Opening.

- 1.4.1 Failure to timely fulfill any term of the Pre-Opening Procedures, incorporated as **Exhibit L** of this Agreement, prior to the Charter School's anticipated initial start date as set forth in its Charter School Application shall be considered a material violation of conditions, standards, or procedures provided for in the approved charter and may result in the Charter School not being allowed to open or to receive funding pursuant to Paragraph 3.1 of this Agreement. Notwithstanding the immediately foregoing sentence, BESE may waive or modify the restrictions contained therein upon good cause shown.

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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, the Charter Contract and the Charter Application/Proposal; measure student progress toward stated goals; and participate in student assessments required by law, regulation, and BESE policy. The Charter Operator shall manage the charter school in a financially prudent manner and provide BESE with timely and accurate reporting.

2.2 Governance.

- 2.2.1 The Charter Operator and the members of its Board of Directors individually 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 Charter Operator will adopt by-laws for the charter and operate in accordance with such by-laws. The Board of Directors of the Charter Operator shall consist of the number of members required by BESE policy.
- 2.2.3 Each member of the Charter Operator's Board of Directors shall complete and submit to the LDE a Disclosure of Financial Interest and Conflict of Interest Form ("Financial Disclosure") and an Affirmation of Eligibility to Serve ("Board Affirmation"). The standard forms for the Financial Disclosure and Board Affirmation are incorporated in this Agreement as **Exhibit B** and **Exhibit C** respectively. These documents shall be submitted by each new Charter Operator board member within thirty (30) days of appointment. The Financial Disclosure shall be submitted by each board member on or before August 1 of each year after initial submission following appointment.
- 2.2.4 The school's Board of Directors shall establish as a part of its by-laws for the charter and abide by a formal conflict of interest policy that is consistent with applicable law including, but not limited, to the Louisiana Code of Governmental Ethics.
- 2.2.5 Meetings 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 the members of its Board of Directors individually 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 BESE.

2.2.8 Should the Charter Operator propose to enter into a contract with another entity to manage the Charter School, the Charter Operator shall submit a copy of the proposed contract to the LDE as part of the pre-opening procedures (**Exhibit L**). The Charter Operator also agrees to submit any other information requested by LDE regarding the management arrangement, including but not limited to, a description of the managing company, with identification of its principals and their backgrounds. The Charter Operator shall not enter into a management contract without LDE approval. The Charter Operator must meet the requirements set forth in the Education Service Provider Contract Requirements, incorporated into this Agreement as **Exhibit D**. A copy of the management contract approved by BESE shall be incorporated into this Agreement as **Exhibit D.1**.

2.3 Non-assignability.

2.3.1 No right or interest in this Charter Contract shall be assigned by anyone on behalf of the Charter Operator without prior written approval of BESE and delegation of any contractual duty of the Charter Operator shall not be made without prior written approval of BESE. A violation of this provision shall be grounds for immediate termination of this Charter Contract and revocation of Charter.

2.4 Age; Grade Range; Number of Students.

2.4.1 The Charter Operator shall provide instruction to students in such grades and numbers in each year of operation under the Agreement as described in the Charter School's Enrollment Projection Table incorporated into this Agreement as **Exhibit E**.

2.4.2 The Charter Operator may make reasonable modifications within the grade levels approved as set forth in the Charter School's Enrollment Projection Table as to the number of students in any particular grade, and number of students within a class to accommodate staffing exigencies and attrition patterns, but may not without written permission eliminate a grade that the Charter School was scheduled to serve

2.5 Student Recruitment and Enrollment.

2.5.1 The School Enrollment Policies and Procedures attached as **Exhibit H** 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.

2.6 School Calendar; Hours of Operation.

2.6.1 The days and hours of operation of the Charter School shall not be materially less (defined for the purposes of this Paragraph as a decrease of 10 percent (10%) or more in total time) than those set forth in the Application; and in no

event shall the days and hours of operation be less than the minimum required by La. R.S. 17:3996(B)(4).

2.7 Attendance.

2.7.1 Attendance of students at the Charter School shall be in compliance with Louisiana's compulsory attendance law.

2.8 Student Handbook.

2.8.1 The Charter Operator shall implement a Student Handbook, developed by the Charter Operator, which includes a plan for improving behavior and discipline and is submitted to the LDE as part of the Pre-Opening Procedures (**Exhibit L**) and incorporated into this Agreement as **Exhibit I** and which must be in compliance with applicable federal and state laws and which will be reviewed by the LDE. The Charter Operator's Student Handbook shall include a Student Code of Conduct and Discipline Management Plan.

2.9 Student Progression Plan.

2.9.1 The Charter Operator shall implement a Student Progression Plan that is adopted in compliance with applicable law and state regulation. The Charter Operator may adopt the Student Progression Plan of the Parish School Board in the District in which it is located or it may adopt a School-Specific Student Progression Plan, which must be in compliance with applicable law and state regulation. The Charter Operator's Student Progression Plan shall be submitted to the LDE as part of the Pre-Opening Procedures (**Exhibit L**) and must be in compliance with applicable federal and state laws and will be reviewed by the LDE. The Charter Operator shall annually submit its Student Progression Plan as required by the LDE. The Student Progression Plan is hereby incorporated into, and made a part of, the charter school contract by reference.

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, and any state regulations governing the operation of school facilities.

2.11 Nonsectarian Status.

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

2.12 Evaluation.

2.12.1 The Charter Operator's performance shall be evaluated annually in conformance with the Framework for Evaluation of Louisiana Charter Schools ("Evaluation Framework") as set forth in BESE Bulletin 126 is hereby incorporated into, and made a part of, the charter school contract by reference. For purposes of contract extension and revocation decisions, and other evaluations of the Charter School's performance, BESE will rely primarily on

the performance standards set forth in the Evaluation Framework.

2.13 Curriculum.

2.13.1 Subject to the conditions of this Agreement, the Charter Operator shall have the authority and responsibility for refining the design and implementation of its educational program, subject to the conditions of this Agreement, in a manner that is consistent with state law, including but not limited to requirements regarding content standards.

2.14 Student Records

2.14.1 The Charter Operator shall comply with any and all record-keeping requirements of BESE and state law and regulation and shall provide to BESE any reports necessary for BESE to meet its reporting obligations. Student records include, but are 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 and Privacy Rights Act (FERPA), 20 U.S.C.A §1232g.

2.14.3 If this Charter Contract is terminated, the Charter is revoked or surrendered, or the school otherwise ceases to operate, all student records shall be immediately transferred to BESE or BESE's designee. 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.

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, if not inconsistent with FERPA.

2.14.5 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.

2.14.6 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.

2.14.7 The Charter Operator shall maintain records of all students transferring into the charter school and withdrawing from the Charter School as required by the LDE.

2.15 Reporting

2.15.1 The Charter Operator shall timely supply all reports, data, test results and other information that are required under this Agreement, state and federal law or BESE policy and regulations.

2.15.2 The Charter Operator agrees to submit all reports and other information in the manner prescribed by BESE or the LDE, which may include the use of a document storage and management system and an oversight and compliance

management system.

2.15.3 The Charter Operator shall provide a report at the end of each semester to parents of students enrolled in the school, the community and BESE indicating progress towards meeting the performance objectives as stated in the Evaluation Framework.

2.16 Assessment of Student Performance and Procedures for Corrective Action.

2.16.1 The Charter Operator will implement the plan for assessment of student performance, administration of state-wide assessments, and procedures for corrective action as set forth in the Application and/or required by state law and BESE policy. The Charter Operator shall perform all student testing required by state and federal law and BESE policy and regulations, including but not limited to, those of the federal No Child Left Behind Act.

2.17 Education of Students with Disabilities.

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, 20 U.S.C. §1401 *et seq.*, and related provisions of the School Enrollment Policies and Procedures (**Exhibit H**). Pursuant to La. R.S. 17:3996(C) the Charter School serves as the local educational agency ("LEA") for the purposes of any special education funding or statutory definitions.

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 Oversight Authority.

2.19.1 BESE and the LDE shall have broad oversight over the Charter School pursuant to La. R.S. 17:3981. 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 BESE or the LDE.

2.20 Site Visits.

2.20.1 The Charter Operator shall allow representatives from BESE, the Louisiana Department of Education, 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, 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. The Charter Operator shall be entitled to 24 hours prior notice of any site visits conducted by LDE or BESE

that are scheduled to occur after the charter school's normal business hours.

2.21 Production of Documents.

2.21.1 Representatives of the Charter Operator or the administrator of the Charter School shall produce all documentation requested by BESE, the LDE, the Louisiana Legislative Auditor, law enforcement officials, contracted evaluators, or any other federal, state, or local regulatory agency within three business days of a request, if allowed under FERPA. The production of documents requested pursuant to this provision shall be distinguished from requests for documents made during site visits.

2.22 Attendance Required of Charter Operator and/or its Employees.

2.22.1 Members and employees of the Charter Operator shall attend all training sessions required by BESE or the Department of Education, if notice of any such training session is provided at least one week in advance.

2.22.2 The Charter Operator shall attend all meetings in which BESE requests its presence. These meetings shall include, but are not limited to, meetings with BESE staff, BESE committee meetings, and Board meetings; but, shall not include, mediation, arbitration or any other legal proceeding.

2.23 Health and Safety.

2.23.1 The Charter Operator shall provide appropriate health services and protections consistent with applicable law.

2.24 Non-Discrimination.

2.24.1 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.

2.24.2 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.

2.24.3 Any act of discrimination committed by the Charter Operator or its agents, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this contract.

2.25 Notification Requirements.

2.25.1 The Charter Operator shall immediately notify BESE and the LDE of any conditions that it becomes aware of that may cause the school to vary from the terms of its approved charter or from state law or BESE requirements.

2.25.2 The Charter Operator shall immediately notify BESE and the LDE of any circumstances requiring the 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.

- 2.25.3 The Charter Operator shall immediately notify BESE and the LDE if it becomes aware 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.
 - 2.25.4 The Charter Operator shall immediately notify BESE and the LDE of a default on any obligation related to the Charter School. Any debts for which payments are past due by ninety (90) days or more shall be reported to BESE and the LDE as an attachment to the quarterly financial reporting. The report shall include a payment plan for the debt over ninety (90) days past due.
 - 2.25.5 The Charter Operator shall immediately notify BESE and the LDE of any change in its standing with the Louisiana Secretary of State's office.
 - 2.25.6 The Charter Operator shall immediately notify BESE and the LDE if its enrollment decreases by ten percent or more compared to the most recent student count submitted to the Department of Education and/or BESE.
 - 2.25.7 If the charter operator has contracted with a management organization and such contract is terminated or not renewed, it shall provide written notification to the Department of Education Office of Parental Options within two business days stating the reasons for the termination of the relationship.
 - 2.25.8 Failure of the board to notify the Office of Parental Options about loss of the management organization within two business days may result in BESE rendering the charter operator or a majority of its board members ineligible to operate a charter school for up to 5 years.
- 2.26 Compliance with Applicable Law.
- 2.26.1 The Charter Operator shall comply with all federal and state laws and regulations applicable to charter schools and all requirements imposed by BESE policy and regulation. The Charter Operator shall conform, in all respects, with the educational standards contained in its Application/Proposal and Charter Contract.

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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 report enrollment projections for the upcoming school year in the manner prescribed by BESE and/or the Department of Education.
- 3.1.2 The Louisiana Department of Education will calculate state funding pursuant to La. R.S. 17:3995 and federal funding pursuant to formulas developed by the Division of Education Finance. All such calculations shall be consistent with the Charter School Fiscal Oversight Policy ("Fiscal Oversight Policy") effective at the time of execution of this Charter Contract, attached as **Exhibit F**. The Charter Operator shall remain subject to any amendments to the Fiscal Oversight Policy subsequent to the execution of this Charter Contract.
- 3.1.3 Monthly state per student funding will be transferred to the Charter Operator not later than the 25th of each month. The Charter School will report student, staff and financial information in the manner prescribed by BESE and allocations may be adjusted during the year as necessary to reflect the actual student count, staff count and prior year local revenues.
- 3.1.4 The Louisiana Department of Education is permitted to withhold a percentage of each Charter School's MFP funds to provide services deemed necessary by the Louisiana Department of Education, in accordance with law. Each fiscal year, the Louisiana Department of Education will provide Charter Operator a delineation of services provided with these withheld funds.
- 3.1.5 The Charter Operator acknowledges that each year initial funding will be based on the projected student enrollment and projected dollar per student. The amount of funding will be adjusted throughout the school year to reflect actual student counts, the results of any audits, and the final dollar per student.
- 3.1.6 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.
- 3.1.7 No liability shall accrue to BESE, the Louisiana Department of Education, the State of Louisiana or any political subdivision of the state, should the events described in the previous paragraph occur. Neither the State of Louisiana, nor BESE, nor the Louisiana Department of Education, shall be obligated or liable for any future payments or for any damages as a result of termination under the previous paragraph.

3.1.8 Notwithstanding the foregoing, the Charter Operator acknowledges that BESE may, at its discretion, withhold funds to charter schools that do not submit requested data by designated deadlines to Board staff, the Louisiana Department of Education, and the evaluators contracted by BESE until such time as the required information is provided.

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. The Charter Operator shall comply with the provisions of La. R.S. 39:1301 through 1315 (Local Government Budget Act) and shall submit a budget directly to the State Superintendent of Education ("Superintendent") in a manner and at the times prescribed in the Fiscal Oversight Policy, **Exhibit F**. The Division of Education Finance shall determine the date for annual budget submission required by this Paragraph.

3.2.2 The Charter Operator shall comply with all rules, guidelines, and regulations adopted by BESE and/or the LDE prescribing forms and practices for budgeting, accounting, and financial reporting including, but not limited to, those prescribed in the Fiscal Oversight Policy, Exhibit F.

3.2.3 The Charter Operator agrees to submit any amended budgets or other requested financial documents according to the guidelines developed by the Division of Education Finance and BESE regulation.

3.2.4 The Charter Operator shall conduct an annual independent audit and submit it to the Louisiana Legislative Auditor, with copy to BESE and the Louisiana Department of Education, Division of Education Finance, 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 Tuition and Fees.

3.3.1 The Charter Operator shall not charge any student tuition, an attendance fee, or a fine of any kind unless allowed by state or federal law. Any such fee shall be subject to a waiver process created by the Charter School that considers individual family circumstances. The Charter Operator shall not condition the enrollment of any student on the payment or nonpayment of fees.

3.4 Financial and Operational Records.

3.4.1 All records of the Charter School are subject to inspection and production as set forth in this Agreement and as 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 BESE.

3.5 Assets.

- 3.5.1 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 BESE.
- 3.5.2 If the Charter School fails to open and serve students or closes for any reason, the Charter Operator shall return to the state all equipment and refund all cash on hand attributable to state funding to the state. If the Charter School fails to open and serve students or closes for any reason, the Charter Operator shall return all equipment and refund all cash on hand attributable to federal funding to the appropriate division within the Department of Education or other federal funding source.
- 3.5.3 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 BESE.
- 3.5.4 The Charter Operator shall maintain a complete and current inventory of all immovable school property and all movable school property which are non-consumable or fixed assets and shall update the school property inventory annually.
- 3.5.5 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 BESE or the LDE.

3.6 Insurance.

- 3.6.1 The Charter Operator shall provide and maintain such insurance as will protect the Charter Operator from claims under Worker's Compensation Acts, including but not limited to the Louisiana Workers' Compensation Act, and any other claims for damages or personal injuries including death that may arise from operations under this Agreement, whether such operation be by the Charter Operator directly or by any subcontractor, or by anyone directly or indirectly employed by either of them. Material revisions to the terms of the Insurance plan may be made only with the approval of BESE and the Board of Directors of the Charter School. Without limiting any obligations or liabilities of the Charter Operator under this Agreement, the Charter Operator shall provide and maintain during the course of this Agreement, at its sole cost and own expense, without reimbursement, minimum insurance coverage as follows:

- 3.6.1.1 Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Charter Operator's employees, and employers' liability insurance with a minimum limit of \$100,000. Comprehensive General Liability insurance with a minimum combined single limit of \$1,000,000 each occurrence.
 - 3.6.1.2 Comprehensive General Liability insurance with a minimum combined single limit of \$1,000,000 each occurrence.
 - 3.6.1.3 Comprehensive Automobile Liability insurance with a combined single limit for bodily injury and property damage or not less than \$1,000,000 each occurrence with respect to the school's owned, hired or non-owned vehicles, assigned to or used in performance of the services offered by the school.
 - 3.6.1.4 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 BESE or the State of Louisiana with the ability to file a claim for any loss of property purchased with state or federal funds.
- 3.6.2 Errors and Omissions Liability Insurance conforming to the following requirements:
- 3.6.2.1 Errors and Omissions Liability Insurance shall cover the Charter Operator for those sources of liability arising out of the rendering or failure to render professional services in the performance of this agreement, including all provisions regarding financial management and indemnification.
 - 3.6.2.2 The insurance shall be subject to a maximum deductible not to exceed \$25,000 per claim.
 - 3.6.2.3 The minimum limits to be maintained by the Charter Operator shall be no less than \$1,000,000 per claim/annual aggregate.
 - 3.6.2.4 Employee Dishonesty Insurance with a minimum limit of \$250,000 per claim/annual limit.
 - 3.6.2.5 Employment Practices Liability Insurance with a minimum limit of \$500,000 per claim/annual limit.
 - 3.6.2.6 As evidence of compliance with the insurance required by this Charter Contract, the Charter Operator shall annually provide BESE with current certificates of insurance signed by an authorized representative of the insurer(s). The certificates shall evidence that policies providing the required coverage, conditions

and limits are in full force and effect.

3.7 Qualified and Competent Business Professional

- 3.7.1 The Charter Operator shall ensure that a Qualified and Competent Business Professional, as defined in BESE policy, produces 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.
- 3.7.2 The Qualified and Competent Business Professional shall be responsible for validating all inventory reports submitted to BESE by the Charter Operator.
- 3.7.3 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. 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.

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SECTION 4: PERSONNEL

4.1 Employment Matters.

4.1.1 The Charter Operator shall employ and 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 Application. The parties agree that teachers and other staff employed by the Charter Operator are not employees of BESE. The Charter Operator shall complete and submit to BESE the Collective Bargaining Option Form, incorporated herein as **Exhibit G**. The Charter Operator shall also complete and submit to BESE the Teachers' Retirement System of Louisiana Option Form incorporated herein as **Exhibit J**.

4.2 Instructional Providers.

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, including the federal No Child Left Behind Act.

4.3 Paraprofessionals.

4.3.1 Paraprofessionals employed by the Charter School shall meet all credentialing requirements imposed by applicable federal and state law, rules, and regulations, including the federal No Child Left Behind Act.

4.4 Criminal History Review.

4.4.1 No person who has been convicted of or has pleaded *nolo contendere* to a crime listed in La. R.S. 15:587.1(C) shall be hired by a public charter school or public school system for a position of supervisory or disciplinary authority over school children unless approved in writing by a district judge and the district attorney of the parish. For the purposes of this paragraph, any person employed to provide cafeteria, transportation, janitorial, or maintenance services by any person or entity that contracts with a school or school system to provide such services shall be considered to be hired by the Charter School.

4.4.2 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.

4.4.3 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.

4.4.4 A criminal history review through the Louisiana Department of Public Safety and Corrections, Office of State Police, Bureau of Criminal Identification, shall be conducted. The criminal history review shall include a fingerprint check and simultaneous FBI check. All costs associated with the criminal history review

shall be the responsibility of the entity granted the charter, although the Charter Operator may assign the responsibility to those persons undergoing the criminal history review.

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SECTION 5: CONTRACT TERM, RENEWAL & REVOCATION

5.1 Five-Year Term.

- 5.1.1 This Charter School Contract shall be effective upon complete execution for an initial period of five years and will terminate on June 30, 2016, contingent upon the results of the reporting requirements at the end of the third year as provided in R.S. 17:3998(A)(2) and the extension process as provided in Chapter 13 of Bulletin 126.

5.2 Extension

- 5.2.1 BESE shall conduct a Third-Year Evaluation of the Charter School based on Site Visits, the Charter School's annual Performance Reports, and any other information BESE deems relevant and necessary to making a contract extension decision pursuant to LA-R.S. 17:3992 and 3998(A)(2).
- 5.2.2 The Charter Contract shall be extended if BESE determines that the charter school is meeting the student, financial, and legal and contract standards set forth in the Charter School Evaluation Framework, pursuant to Bulletin 126.
- 5.2.3 BESE may require, as a condition of an extension, that the Charter Operator amend its charter and/or take appropriate corrective action to remedy any material deficiencies that BESE identifies.
- 5.2.4 If BESE grants the Charter Operator an extension of this Agreement, the extension will terminate on June 30, 2016.

5.3 Renewal.

- 5.3.1 Upon completion of the charter school's fifth year of operation, the Charter Contract may be renewed at the discretion of BESE pursuant to applicable provisions of Title 17, Chapter 42, of the Louisiana Revised Statutes and BESE policy.

5.4 Revocation.

- 5.4.1 As provided by law, this Charter Contract may at any time be terminated and the Charter revoked upon a determination and affirmative vote by a majority of BESE members 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 the approved Charter;
- 5.4.1.2 Failed to meet or pursue within the agreed timelines any of the academic or other educational results specified in the approved Charter;
- 5.4.1.3 Failed to meet generally accepted accounting standards of fiscal management; or
- 5.4.1.4 Violated any provision of law or policy applicable to a charter school, its officers, or employees.

This Charter Contract may be terminated immediately and the Charter revoked if BESE determines that the health, safety, or welfare of the students is threatened. BESE must provide written notice of termination, which shall include its findings and basis for termination. The termination and revocation shall be effective upon receipt of the Notice of Termination by the Charter Operator.

5.5 Dissolution.

- 5.5.1 The Charter Operator shall within one year of the effective date of this Agreement have adopted an approved dissolution plan ("Dissolution Plan").
- 5.5.2 BESE will promulgate a model Dissolution Plan that it shall pre-approve for adoption by the Charter Operator. In the alternative, the Charter Operator may develop and submit a School-Specific Dissolution Plan for approval. BESE may require the Charter Operator to modify a School-Specific Dissolution Plan, but approval will not be unreasonably withheld.
- 5.5.3 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, or dissolution of the non-profit corporation, the Board of Directors of the Charter School shall have direct responsibility for carrying out the dissolution of the school and disposition of assets in accordance with the Dissolution Plan and applicable law. BESE shall, at its discretion, have authority to supervise, oversee, or direct the dissolution of the business and affairs of the charter school.
- 5.5.4 If the Charter School permanently closes and ceases its operation, the Charter School shall comply with RS 17:3991 and proceed according to the Model Dissolution Plan as approved by BESE.
- 5.5.5 Upon the Charter Operator's receipt of written notice of termination, and throughout the period of Charter School operation between the notice of termination and school closure, if any, the Charter Operator shall (i) comply with the Model Dissolution Plan and 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

LDE, as designated in writing, and (iv) fully cooperate with the LDE, 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 LDE access to records requested by the LDE. The LDE 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 which are within the LDE's possession; provided that in performing the Charter Operator's legal or contractual duties, the Charter Operator shall comply with applicable law, and the Model Dissolution Plan. 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 within seven (7) business days of the school closing to the LDE.

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SECTION 6. OPERATION OF THE CONTRACT

6.1 Entire Agreement.

6.1.1 The Charter Operator and BESE 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; 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:

Thomas A. Klingler
Vice-Chair/Acting Chair
LFNO, Inc.
3664 Laurel St.
New Orleans, LA 70115

In the case of the Board of Elementary and Secondary Education:

Executive Director
Board of Elementary and Secondary Education
P.O. Box 94064
Baton Rouge, LA 70804

Executive Director
Office of Parental Options
P.O. Box 94064
Baton Rouge, LA 70804

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 BESE, except as required by law or this Agreement and that BESE 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 BESE to any third party. The Charter Operator shall clearly indicate to vendors and other entities and individuals outside BESE 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 BESE.

6.3.3 The Charter Operator shall defend, indemnify, and hold harmless the State of Louisiana, BESE, the Recovery School District, the Department of Education, its officers, directors, 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 State, BESE, the Recovery School District or the Department of Education on account of any action 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.

6.3.4 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 BESE, the Recovery School District, the Department of Education, or the State of Louisiana.

6.3.5 The parties acknowledge that neither BESE, nor the Recovery School District, nor the Department of Education, nor the State of Louisiana are liable for the debts or financial obligations of the Charter Operator or the Charter School.

6.3.6 The parties acknowledge that, pursuant to La. R.S. 17:3993, BESE 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.

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 Agreement 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 Agreement shall be assigned by anyone on behalf of the Charter Operator without prior written approval of BESE and delegation of any contractual duty of the Charter Operator shall not be made without prior written approval of BESE, which approval may be given or withheld at the sole discretion of BESE. 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 Agreement 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 2 charter schools, and all requirements imposed by BESE policy and regulation. The Charter Operator shall conform, in all

respects, with the educational standards contained in its Application and this Agreement.

6.6.3 The parties intend that they be bound by, and that this Agreement be subject to, any and all future, amendments or additions to the statutes, regulations, policies and procedures applicable to charter schools. The Charter Operator and BESE 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.

6.7.1 The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition, and the remainder of the Agreement shall remain in effect unless otherwise terminated by one or both of the parties.

6.8 No Third Party Beneficiary.

6.8.1 The enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to BESE 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. 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 BESE, 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 BESE.

6.10.2 The Charter Operator will submit any proposed Material Amendment to BESE in accordance with guidance to be promulgated by BESE.

6.10.3 Changes to the Agreement that constitute Material Amendments include, but are not limited to, the following:

- 6.10.3.1 changes in legal status or management, including the structure of the governing board, or assignment of or changes in education service provider;
- 6.10.3.2 changes in the school's mission;
- 6.10.3.3 changes in grade levels served;
- 6.10.3.4 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;
- 6.10.3.5 changes in school location (change of site and/or adding or deleting sites);
- 6.10.3.6 changes in the school calendar affecting the number of days of instruction;
- 6.10.3.7 changes in admission procedures or criteria, if applicable;
- 6.10.3.8 changes in special education procedures;
- 6.10.3.9 changes in curriculum or methodology;
- 6.10.3.10 changes in method(s) used to measure student progress;
- 6.10.3.11 changes in signing authority for the charter school; and
- 6.10.3.12 changes in any option expressed in the charter contract exhibit with respect to collective bargaining
- 6.10.3.13 change in membership of the charter operator's board of directors that exceeds 60 percent or more of its members within any six month period; and
- 6.10.3.14 any changes not specifically identified as a non-material amendment.

6.11 Non-Material Amendment.

- 6.11.1 A Non-Material Amendment of this Agreement may be made effective by the Charter Operator through written Notification to BESE.
- 6.11.2 The Charter Operator will notify BESE of any proposed Non-Material Amendment in accordance with guidance to be promulgated by BESE.
- 6.11.3 A Non-Material Amendment by the Charter Operator will be effective ten (10) days following Notification, unless BESE notifies the Charter Operator that it objects to the proposed Amendment. A non-material amendment by BESE via BESE or RSD regulations or policies or any amendments thereto will be effective immediately unless a different effective date is stated therein.

6.11.4 Non-Material Amendments to the Agreement are limited to the following:

- 6.11.4.1 Changes to the mailing address, telephone, and/or fax number of the Charter School.
- 6.11.4.2 Changes to the contact person located at the Charter School site.
- 6.11.4.3 Amendments to the Charter Operator's bylaws.
- 6.11.4.4 Option expressed in Exhibit J.
- 6.11.4.5 BESE regulations and policies other than those described in Section 6.10.2 of this Charter Agreement.

6.12 Other Amendments.

6.12.1 The Charter Operator shall report to BESE any Amendment to this Charter Contract not specifically listed in Paragraphs 6.10, or 6.11 and a determination will be made as to whether the amendment constitutes a material amendment requiring BESE approval as set forth in Paragraph 6.10.

6.13 Order of Precedence.

6.13.1 In the event that any part of **Exhibit A** (the Charter Operator's Application) conflicts with any provision in Sections 1 through 6 of this Charter School Contract and/or with any provision in Exhibits B through L, including any documents submitted pursuant to said exhibits, the provisions of this Charter School Contract and Exhibits B through O, including any documents submitted pursuant to said exhibits, shall take precedence over Exhibit A.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

LOUISIANA STATE BOARD OF ELEMENTARY AND SECONDARY EDUCATION:

By: *Patricia Dastog*
BESE PRESIDENT

6/13/11
DATE

CHARTER OPERATOR:

By: *Shirley A. Rhin*
CHAIR/PRESIDENT

6-6-11
DATE