Initial Type [1 or 3] Charter Contract entered into by «NonProfit\_Name» and the [School Board Name]

Dated as of July 1, 20XX

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INITIAL CHARTER SCHOOL CONTRACT

This Agreement is a Charter School Contract authorized pursuant to Louisiana Revised Statutes, Title 17, Chapter 42, and executed by and between the [School Board Name] (“the school board”) and «NonProfit\_Name» (“Charter Operator”) on this, the 1st day of July, 20XX.

# RECITALS

WHEREAS, the “Charter School Demonstration Programs Law,” La. R.S. 17:3971 et seq., authorizes 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 school board finds that the Charter School’s application is valid, complete, financially well-structured, educationally sound, and offers potential for fulfilling the purposes of the Charter School Demonstration Programs Law; and

WHEREAS, the school 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 school board approved Charter’s Operator’s Charter School Application, 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. Parties
     1. This Charter Contract is entered into between «NonProfit\_Name» and its Board of Directors (“Charter Operator”) and the [Name of School Board] (“the school board”) for the purpose of operating «School\_Name» (the “Charter School”). This contract will be referred to herein as an “Agreement” or a “Charter Contract,” and such terms may be used interchangeably.
     2. The person authorized to sign this Agreement on behalf of the school board is the President/Board Chair of the school board. The Superintendent of the local school board is hereby authorized to carry out the duties of the “school board” in this agreement on behalf of the school board.
     3. The person authorized to sign this Agreement on behalf of the Charter Operator is the President of the Charter School’s Board of Directors (the “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.
     4. The Charter Operator affirms, as a condition of this Agreement, that the non-profit corporation is duly authorized according to the laws of the State of Louisiana, and certifies that all contracts obligating the charter school have been and will be 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.
     5. The Charter Operator affirms, as a condition of this Agreement, that the non-profit 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.
     6. The Charter Operator affirms, as a condition of this Agreement, 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.
  2. Location
     1. The Charter Operator shall provide educational services, including the delivery of instruction, at the location(s) listed in **Exhibit A.**
  3. Location and Facility
     1. School board facility
        1. At its sole discretion, the school board may make facilities available to the Charter Operator. The school board will consider facility readiness, building capacity and design, community need, and availability of a temporary facility when exercising this discretion. Regardless of the foregoing, the school board has sole discretion regarding facilities selection and has no obligation to make a facility available to Charter Operator.
        2. Occupancy of a facility under the control of the school board by the Charter Operator will be subject to a negotiated lease agreement between the school board and the Charter Operator, incorporated herein by reference. The lease shall include, but not be limited to provisions detailing obligations regarding physical property, repair and replacement of physical property, and maintenance and repair of the facility and grounds.
     2. Private facility
        1. A Charter Operator may, at any time, make facilities arrangements for a private facility, subject to approval of the school board.
        2. The private facility must be located within the geographic boundaries of the school district.
        3. The private facility must comply with relevant health and safety provisions of this Agreement, laws, and regulations. Occupancy of a private facility will be subject at all times to school board monitoring for compliance.
        4. The Charter Operator shall provide a copy of the lease, purchase agreement and/or facility agreement upon request by the school board.
        5. In the event that an adequate Facility Agreement and/or necessary certificates and permissions are not in place at any time, the Charter Operator shall not provide instruction at the facility. In such event, the school board reserves the right to enforce its revocation rights set forth herein.
     3. Maintenance
        1. The Charter Operator shall be subject to all rules and procedures adopted by the school board with respect to facility maintenance for charter schools, and shall comply with all applicable local, state, and federal laws and codes regarding school facility maintenance and upkeep.
        2. The Charter Operator will be responsible for maintenance for school board owned or privately owned facilities as outlined in the lease or facility use agreement as applicable.

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# SECTION 2. OPERATION OF SCHOOL

* 1. Purpose
     1. The Charter Operator shall provide educational services according to the educational standards established by law, and this Agreement; measure student progress toward stated goals; and participate in student assessments required by law, regulation, and school board policy. The Charter Operator shall manage the charter school in a financially prudent manner and provide the school board with timely and accurate reporting.
     2. In order to ensure the appropriate level of autonomy to enable educators to successfully prepare students for success in college and career, the local school board shall not impede the operational autonomy of a charter school under its jurisdiction in the areas of school programming, instruction, curriculum, materials and texts, yearly school calendars and daily schedules, hiring and firing of personnel, employee performance management and evaluation, terms and conditions of employment, teacher or administrator certification, salaries and benefits, retirement, collective bargaining, budgeting, purchasing, procurement, and contracting for services other than capital repairs and facilities construction to school board-controlled facilities.
  2. Governance
     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. The Charter Operator’s Board of Directors shall establish by-laws 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. Each member of the Charter Operator’s Board of Directors shall complete and submit to the school 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.
     3. Meetings of the members and directors of the Charter Operator and any committee or subcommittee thereof shall be conducted in accordance with Louisiana Open Meetings Law, La. R. S. 42:4.1, et seq.
     4. 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.
     5. 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 any amendment thereto and as provided by applicable law and by policies promulgated by the school board.
     6. Should the Charter Operator propose to enter into a contract with a “management organization,” for the operation and management of the Charter School, the Charter Operator shall submit a copy of the proposed contract to the school board for approval. The Charter Operator also agrees to submit any other information requested by the school board 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 school board approval. A copy of any management contract entered into by Charter Operator and approved by the school board shall be incorporated into this Agreement as **Exhibit B**.
  3. Grade Range; Number of Students
     1. The Charter Operator shall provide instruction to students in such grades and numbers in each year of operation under the Agreement as described in the Charter School’s Grade Level Enrollment Table incorporated into this Agreement as **Exhibit C**.
     2. The Charter Operator may make reasonable modifications within the grade levels approved as set forth in the Charter School’s Grade Level Enrollment 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 eliminate a grade that the Charter School was scheduled to serve or add a grade that the Charter School was not scheduled to serve without first attaining written permission from the local school board and amending this Agreement.
     3. Pursuant to La. R.S. 17:3991(C)(1)(c)(iv), Charter Operator shall not enroll in any given year more than one hundred twenty percent of the total number of students provided for in **Exhibit C** without formally amending this Agreement according to the procedures detailed in this Agreement and/or school board policy.
  4. Student Recruitment and Enrollment
     1. The Charter Operator shall develop a School Recruitment and Enrollment Plan that shall be provided or made accessible to all applicants and the school board, upon request. The School Recruitment and Enrollment Plan and all recruitment and enrollment actions shall be in compliance with applicable federal and 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. The Charter Operator shall meet or exceed the minimum percentages of enrolled students detailed in and incorporated into this Agreement as **Exhibit D** (“Required Enrollment Percentages”), as required by La. R.S. 17:3991(B)(1) and applicable school board policy.
     3. In accordance with La. R.S. 17:3991, the charter school may provide for admissions requirements that are consistent with the school’s role, scope, and mission and may provide for an enrollment preference or priority for elementary and middle school students residing within the neighborhood immediately surrounding the school upon approval by the school board. Any admissions requirements, preferences, or priorities, in addition to any other enrollment preferences or priorities permitted by law, proposed by the Charter Operator must be approved by the school board or the local Superintendent according to procedures provided for in school board policy. All admission requirements, preferences, or priorities shall be incorporated into this Agreement as **Exhibit E** (“Admissions Requirements and Enrollment Priorities”)**,** and may be amended according to procedures specified in this Agreement or applicable school board policy.
  5. Attendance
     1. Attendance of students at the Charter School shall be in compliance with Louisiana’s Compulsory Attendance Laws.
  6. Student Handbook
     1. The Charter Operator shall implement a Student Handbook, developed 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 applicable school board policy. The Charter School’s Student Handbook shall be submitted to the school board in accordance with timelines and procedures established by the school board. The Charter School may be evaluated 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 school board policy.
     2. 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 complaint 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. In addition, the school board may require the Charter School to participate in, and comply with the requirements of any unified complaint process administered by the school board.
     3. The Charter School’s Student Code of Conduct and Discipline Management Plan must be in compliance with applicable federal and state laws and applicable school board policy, and may be reviewed by the school board.
  7. Student Code of Conduct and Discipline Management Plan
     1. The Charter Operator shall maintain and implement written rules and procedures for student discipline, including clear guidelines for suspension and expulsion, which 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. Any material modifications of the disciplinary code shall be approved by the board of the Charter Operator prior to such modifications becoming effective.
     2. The Charter Operator shall provide and/or pay for alternative education services for any student expelled or suspended from its school for disciplinary offenses as required by state law and school board policy, unless the school board and Charter Operator agree to an alternate arrangement, in writing, whereby the school board shall provide and/or pay for alternative education services for students expelled or suspended from the Charter School.
  8. Pupil Progression Plan
     1. The Charter Operator, not acting as its own Local Education Agency, shall implement and adhere to the school board’s Pupil Progression Plan (“Pupil Progression Plan”) developed in accordance with applicable law and state regulation. A Charter Operator acting as its own Local Education Agency shall develop and implement a Pupil Progression Plan in accordance with applicable laws and state regulations and submit to the local school board for approval.
     2. The school board agrees to include at least one representative from the Charter School, to be chosen by the Charter Operator, in the local committee of educators composed by the local superintendent to develop the school board’s Pupil Progression Plan each year throughout the term of this Agreement.
  9. Student Welfare and Safety
     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 mandatory reporters, accident prevention, communicable diseases, fire safety, and disaster response, and any state regulations governing the operation of school facilities.
  10. Nonsectarian Status
      1. The charter school shall be nonsectarian in its programs, admission policies, employment practices, and all other operations.
  11. Evaluation
      1. The Charter Operator’s performance shall be evaluated in conformity with the standards set forth in school board policy, which is hereby incorporated into, and made a part of, this Agreement by reference. For purposes of contract extension, renewal, and revocation decisions, and other evaluations of the Charter School’s performance, the school board will rely primarily on the performance standards set forth in school board policy. The Charter Operator acknowledges that the performance standards set forth in school board policy are subject to change throughout the term of the Agreement, and agrees to be evaluated by standards in school board policy in effect at the time of evaluation.
      2. If Charter Operator operates a school with a specialized mission that serves a unique population of students, then the ~~alternative~~ school shall be evaluated pursuant to ~~alternate~~ the agreed upon evaluation standards approved by the school board.
  12. Curriculum
      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.
  13. Student Records
      1. The Charter Operator shall comply with any and all recordkeeping requirements of state law and regulation and shall provide, upon request by the school 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. 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.
      3. If this Agreement is terminated, the charter is revoked or surrendered, or the school otherwise ceases to operate, all student records shall be immediately secured and transferred to the school board unless prior arrangements have been made between the Charter Operator and the school 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 regulations, and school board policy, in accordance with timelines and processes established by the school board.
      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.
      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.
      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.
      7. The Charter Operator shall maintain records of all students transferring into the charter school and withdrawing from the Charter School as required by school board policy.
  14. Reporting
      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 school board policy and regulations, or requested by the school board, in accordance with timelines and processes established by the school board.
      2. The Charter Operator agrees to submit all reports and other information in the manner prescribed by the school board, which may include the use of a document storage and management system and an oversight and compliance management system.
      3. Data received through the reporting requirements shall only be used by the local school board in accordance with the purposes defined in FERPA, La. R.S. 17:3914, and any agreements prepared for data sharing purposes. Any other uses of such data shall be strictly prohibited.
  15. Assessment of Student Performance and Procedures for Corrective Action
      1. The Charter Operator shall implement the plan for assessment of student performance, administration of statewide assessments, and procedures for corrective action required by state law, BESE policy, and school board policy. The Charter Operator shall perform all student testing required by state and federal law and BESE policy and regulations, in the manner prescribed by the school board.
  16. Education of Students with Exceptionalities
      1. The Charter Operator will comply with all applicable requirements of federal and state law and BESE policy concerning the education of children with exceptionalities, including the requirements of the Individuals with Disabilities Act (20 U.S.C. 1401 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) Pursuant to La. R.S. 17:3995(I), the school board serves as the local educational agency (“LEA”) for the purposes of any special education funding or statutory definitions.
  17. Volunteer Requirements
      1. The Charter Operator shall not condition the enrollment or continued 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.
  18. Parental Involvement Plan
      1. The Charter Operator shall implement a plan to encourage and increase parental involvement.
  19. Oversight Authority
      1. The school board shall have broad oversight over the Charter School pursuant to La. R.S. 17:3981.  Such oversight authority shall include the right of the school 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 or regulations, school 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, school board policies, and federal and state law and regulations shall be opened to inspection by the school board.
  20. Site Visits
      1. The Charter Operator shall allow representatives or authorized contractors from the school board, the Louisiana Department of Education, the Louisiana Legislative Auditor, 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, to the extent afforded by confidentiality or privilege under applicable law. Notwithstanding this provision, the Charter Operator may withhold access to students or student records if such withholding is necessary to protect the safety and/or privacy protections afforded by law to students or their families.
  21. Production of Documents and Data
      1. Representatives of the Charter Operator or the administrator of the charter school shall produce all documentation and information requested by representatives or authorized contractors from the school board, the Louisiana Department of Education, the Louisiana Legislative Auditor, or any other federal, state, or local regulatory agency within three (3) business days of a request, or other time period agreed to by the Parties, to the extent afforded by confidentiality or privilege under applicable law. The production of documents requested pursuant to this provision shall be distinguished from requests for documents made during site visits. Notwithstanding this provision, the Charter Operator may withhold access to students or student records if such withholding is necessary to protect the safety and/or privacy protections afforded by law to students or their families.
      2. Representatives of the Charter Operator or the administrator of the charter school shall provide data to the school board as needed for operation of applicable support programs including, but not limited to, the coordinated enrollment, truancy intervention, and coordinated expulsion systems.
  22. Attendance Required of Charter Operator and/or its Employees
      1. Members and employees of the Charter Operator shall attend all training sessions required by the school board
      2. The Charter Operator, or a representative of the Charter Operator, shall attend all meetings in which the school board requests its presence. These meetings shall include, but are not limited to, meetings with school board staff and public school board meetings.
  23. Health Services and Protections
      1. The Charter Operator shall provide appropriate health services and safety protections consistent with applicable federal and state law and regulations.
  24. Transportation and Food Services

2.26.1 The Charter Operator shall provide transportation to all students enrolled and residing within the geographic boundaries of the local school district and more than one mile from the Charter School according to the requirements provided for by school board policy. The Charter Operator shall also provide transportation services to any student requiring transportation as part of his or her Individualized Education Program (IEP). Charter operators shall submit school transportation plans to the school board to ensure compliance according to timelines established by the school board.

2.26.2 The Charter Operator shall provide food services to students, taking into consideration the nutritional needs of the students.

* 1. Non-Discrimination
     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. 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.
     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. Notification Requirements
     1. The Charter Operator shall notify the school board in a timely manner of any conditions that may cause the school to vary from the terms of this Agreement, or from state law or federal law or regulations, or applicable school board policies.
     2. The Charter Operator shall notify the school board in a timely manner of any circumstances requiring the temporary or permanent closure of the Charter School as required by school board policy, 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.
     3. The Charter Operator shall notify the school 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.
     4. The Charter Operator shall notify the school board of its default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more.
     5. The Charter Operator shall remain in good standing with the Office of the Louisiana Secretary of State and shall immediately notify the school board of any change in its standing.
     6. 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 school board within two (2) business days stating the reasons for the termination of the relationship.
        1. The Charter Operator shall submit a formal plan for the continued operation of the school to the school board within 10 days of written notification of the contract’s termination. If no plan is received or the plan received is deemed inadequate by the school board, the school board shall have interim authority to operate the school until the charter operator resubmits a plan deemed acceptable by the school board.
     7. Failure of the board to notify the school board about loss of the management organization within two business days may result in the school board rendering the charter operator or a majority of its board members ineligible to operate a charter school for up to five (5) years.
     8. The Charter Operator shall notify the school board within two (2) business days of any official board action which result in the appointment of a new president of the charter school’s governing board.
  3. Compliance with Applicable Law
     1. The Charter Operator shall comply with all federal and state laws and regulations applicable to charter schools and all requirements imposed by school board policy and regulation.

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# SECTION 3. SCHOOL FINANCIAL MATTERS

* 1. Funding
     1. Charter Operator shall control and be solely responsible for the sound financial management and performance of Charter Operator and Charter School.
     2. Charter School shall receive a per pupil amount each year in accordance with La. R.S. §§ 17:10.7.1 and 17:3995 (“MFP Funds”) and school board policies established in accordance therewith. Funds from the school board shall be distributed to Charter School monthly, on or before the 25th day of each month.
     3. The provisions of La. R.S. § 17:3995 that permit the calculation of the MFP Funds for charter schools to exclude any portion of local revenues specifically dedicated to capital outlay or debt service, shall apply to Charter School’s funds only to the extent that Charter School students are housed in a school board-owned facility.
     4. The school board may withhold an administrative fee of up to the maximum amount specified by La. R.S. § 17:3995(A)(4).
        1. On or before July 1st of each calendar year, the school board shall provide Charter Operator a projected budget with line item details of anticipated administrative costs that shall be funded by the administrative fee. An itemized accounting shall be provided by the school board to Charter School at the end of each fiscal year in accordance with state law (currently La. R.S. § 17:3995(A)(4)(c)).
     5. Charter Operator shall retain a Qualified and Competent Business Professional who meets or exceeds the minimum requirements and qualifications specified by state law and regulations, including but not limited to BESE Bulletin 1929, the Louisiana Accounting and Uniform Governmental Handbook, to produce all financial and accounting information and reporting required by this Agreement, state law, and BESE policy and regulation, except the required annual audit, which shall be performed by a Louisiana licensed Certified Public Accountant.
     6. Charter Operator shall be responsible for meeting all financial obligations under this Agreement and applicable federal and state law, including but not limited to the provision of transportation, English-language learners (ELL) services and services and/or accommodations for students with disabilities, with the funds received in accordance with this Agreement and any other federal, state, or local funds available to Charter Operator for these purposes. Nothing in this Agreement shall obligate the school board to provide Charter Operator with any funds not referenced in this Agreement, and in no instance shall the school board be obligated to subsidize the cost of Charter Operator’s financial obligations beyond the federal, state, or local funding allocated to Charter Operator for such obligations.
     7. Charter School shall not charge any student tuition, except pre-kindergarten tuition authorized by the school board, in accordance with school board policies. Charter School shall not charge a fine , or an attendance fee for any regular course offering or credit-bearing course (including electives), except as otherwise provided by state or federal law. Any fee that is otherwise permitted by law shall be subject to a waiver process created by Charter School that considers individual family circumstances. Charter School shall not condition student enrollment, registration, earning of credit, or receipt of grades on the payment or nonpayment of fees.
     8. The continuation of this Agreement is contingent upon a legislative appropriation or allocation and distribution of the Minimum Foundation Program formula funds. If the legislature fails to appropriate these funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, and the effect of such reduction is to provide insufficient monies for the school board to satisfy its obligations under this Agreement, the school board may terminate the Agreement on the date of the beginning of the first fiscal year for which funds are not appropriated. No liability shall accrue to the school board in the event this provision is exercised. The school board shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
     9. Pursuant to La. R.S. § 17:3993, Charter Operator and Charter School are solely responsible for all debt they incur, and the school board shall not be contractually bound to any creditor on behalf of the Charter Operator or Charter School.
     10. For any grant funds for which the school board serves as fiscal agent for which there are associated regulatory requirements, Charter School shall comply in full with any corrective action plans or remedies required by the school board or the granting entity.
     11. Consistent with La. R.S. § 17:3995(A)(4)(b), the Parties may enter into a separate shared services agreement (“Shared Services Agreement”) or agreements for the direct purchase of specific services, which are separate and apart from any administrative actions performed by the school board and covered by the administrative fee set forth in La. R.S. § 17:3995(A)(4)(a)(i). Such services shall be provided to Charter School at the actual costs incurred by the school board, including the costs of administration of such services.
  2. Financial Reporting
     1. Charter Operator shall prepare and deliver the following reports to the school board in accordance with the procedures and timelines established by the school board:
        1. An independently audited financial report for Charter Operator, to be conducted annually by a certified public accountant in accordance with the provisions La. R.S. §§ 24:513 et seq. and 17:3996(F), and the standards set forth in school board policy. The costs of such audit shall be borne by Charter Operator;
        2. Quarterly Financial Statements prepared according to specifications developed by the school board; and
        3. Charter School’s annual operating budget.
     2. The Charter Operator shall clearly note on each budget it submits to the school board the total amount of any surpluses of any public funds that have accrued. The school board reserves the right to compel the Charter Operator to submit a plan, subject to school board approval, for the expenditure of any such surpluses and the implementation of the approved plan. The Charter Operator reserves the right to submit a long-term, multi-year plan, not to exceed the term of its charter or any renewal thereof.
     3. The Charter Operator shall maintain records in a manner that reflects compliance with this Agreement 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. Financial and Operational Records
     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 transferred to the school board as directed by the school board.
  4. Assets
     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, revoked, non-renewed, or surrendered, or the school otherwise ceases to operate, all assets and cash on hand attributable to public funds shall be transferred to the school board or disposed of in accordance with Section 5.5 of this Agreement.
     2. If the Charter School fails to open and serve students, the Charter Operator shall refund all equipment and cash on hand attributable to public funds to the school board as directed by the school board in accordance with applicable law and policy and shall make no other disposition of such funds or equipment without written permission of the school board.
     3. The Charter Operator shall maintain records of any assets acquired with any private funds that shall 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 school board.
     4. The Charter Operator shall maintain a complete and current inventory of all school property and shall audit the school property inventory annually.
     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 the school board.
  5. Insurance
     1. Charter Operator shall provide and maintain, or cause to be maintained, such insurance that shall protect Charter School 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 Charter School directly or by any contractor, subcontractor, or by anyone directly or indirectly employed by either of them. Without limiting any obligations or liabilities of Charter Operator under this Agreement, 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:
        1. Worker’s Compensation: as required by state law with statutory limits and also minimum Employers Liability limits of $1,000,000.
        2. Commercial General Liability: $1,000,000 per occurrence; $2,000,000 general aggregate.
        3. Business Automobile Insurance covering all owned, hired, and non-owned vehicles of Charter School: $1,000,000 combined single limit.
        4. Educators Legal Liability Insurance and Directors & Officers Insurance: $1,000,000.00 per occurrence/annual aggregate, subject to a maximum deductible not to exceed $100,000.00 per claim.
     2. In the event that Charter School is located in a private facility not controlled by the school board, Charter School shall obtain or cause to be obtained property insurance for buildings being used to fulfill the purposes of this Agreement and any contents purchased by Charter School with state or federal funds. The property insurance obtained by Charter School shall provide the school board with the ability to file a claim for any loss of property purchased with state or federal funds.
     3. In the event that the Charter School is located in a school board facility, the school board may charge or withhold from payments to charter school the amount necessary to reimburse the school board for the cost of property insurance for the building occupied by the charter school. The school board shall provide an invoice and/or other appropriate documentation justifying the amount charged or withheld.
     4. Charter Operator shall deposit duly executed certificates evidencing such types and limits of insurance (which shall evidence the insurer’s waiver of subrogation of general liability, auto, and workers’ compensation claims against the school board and provide that notice of cancellation shall be provided to the school board in accordance with insurance policy provisions) with the school board on or before the Commencement Date of this Agreement and upon renewals of such insurance policies, not less than thirty (30) days following renewal of the policy.
     5. All companies providing insurance required by this Agreement shall be licensed to do business in the State of Louisiana and shall meet the minimum financial security requirements as set forth herein. Companies providing insurance under this Agreement shall have a current A. M. Best’s Rating not less than A- and an A.M. Best’s Financial Size Category not less than VI.
     6. The school board shall be named as an Additional Insured for ongoing and completed operations under the commercial general liability insurance and as an additional insured for business automobile insurance required by this Agreement. Confirmation of this shall appear on all Certificates of Insurance and by endorsement to any and all applicable policies.
     7. Charter Operator shall promptly report to the school board any and all pending, reported, or written claims or charges that may trigger school board insurance coverages, and promptly provide the school board with all notices of such claims, cooperate fully with the school board in the defense of any such claims asserted against the school board, its board members, agents or employees arising from or related to the operation of Charter School, and comply with the defense and reimbursement provisions of the school board’s and Charter Operator’s applicable insurance policies.

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# SECTION 4. PERSONNEL

* 1. In compliance with state law, Charter Operator shall employ necessary personnel. It shall implement a personnel policy that addresses such issues as hiring of personnel, terms of employment, and compensation. The parties agree that teachers and other staff employed by Charter Operator are not employees of the school board, and Superintendent and school board staff are not employees of Charter Operator.
  2. The provisions of any collective bargaining agreement entered into by the school board shall not apply to Charter Operator. The provisions of any collective bargaining agreement entered into by Charter Operator shall not apply to the school board.
  3. Charter School shall employ or otherwise utilize only those individuals who are qualified in accordance with applicable federal and state law, rules, and regulations.
  4. Charter School shall comply with all state mandated requirements for personnel evaluations.
  5. Charter Operator shall adhere to all applicable federal, state, and local laws, regulations, and policies concerning criminal history review of board members, employees and subcontractors, as well as persons associated with Charter School who are engaged in direct processing of Charter School funds. All costs associated with the criminal history review shall be the responsibility of Charter Operator, although Charter Operator may assign the responsibility to pay for those costs to those persons undergoing the criminal history review.
     1. The charter school shall not hire a person who has been convicted of or has pled *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.
     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 who has pleaded *nolo contendere* to a crime related to misappropriation of funds or theft, shall be engaged in direct processing of charter school funds.

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# SECTION 5. CHARTER TERM, RENEWAL & REVOCATION

* 1. Four-Year Term
     1. This Charter School Contract shall be effective upon complete execution for an initial period of four years and will terminate on June 30, XXXX, unless extended for a maximum initial term of five years, contingent upon the results of a review conducted after the completion of the third year of operation.
  2. Extension
     1. The school 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 school board policy.
     2. The Charter School shall be reviewed based on standards set forth in school board policy and based on such standards, the school board may extend the duration of the charter contract for a maximum initial term of five years.
     3. If the school board grants the Charter Operator an extension of this Agreement, the extension will terminate on June 30, XXXX.
  3. Renewal
     1. Prior to the expiration of the current Charter Contract, the Charter Contract may be renewed at the discretion of the school board pursuant to applicable provisions of Title 17, Chapter 42, of the Louisiana Revised Statutes and school board policy.
  4. Revocation
     1. As provided by law, the school board may terminate, or revoke this Agreement at any time upon a determination and affirmative vote by a majority of the school board that the Charter Operator, its board members, officers or employees did any of the following:
        1. Committed a material violation of any of the conditions, standards, or procedures provided for in this Agreement or in school board policy;
        2. Failed to meet or pursue within the agreed timelines any of the academic or other educational results specified in this Agreement or in school board policy;
        3. Failed to meet generally accepted accounting standards of fiscal management; or
        4. Violated any provision of law or school board policy applicable to a charter school, its officers, or employees.
     2. Should this Agreement be revoked, it shall be revoked in compliance with the procedures outlined for revocation proceedings in school board policy, which shall, at a minimum, include written notification of the reasons for revocation, an opportunity to respond to such notification in writing and verbally at a public school board meeting or hearing conducted in accordance with state Open Meetings laws.

5.4.2 This Charter Contract may be terminated immediately and the Charter revoked if the school board determines that the health, safety, or welfare of students is threatened. The school board 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.

* 1. Closure
     1. In the event that the Charter School should cease operations for any reason, including termination of this Agreement, surrender, revocation, or non-renewal of the Charter, 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 this Agreement and applicable law and policy. Once the school has ceased operations or the Charter Operator or the school board has taken board action to close the school, whichever occurs first, the school board shall have authority to supervise, oversee, or direct the dissolution of the charter school and the disposition of assets of the charter school, and Charter Operator shall make no disposition of equipment and cash on hand attributable to state public funding without written permission from the school board. It shall be the responsibility of the Charter Operator and the Board of Directors to ensure all outstanding financial obligations of the Charter School are resolved at the time of the school closure.
     2. Upon cessation of any operations or board action by the Charter Operator or the school board to close the school, whichever occurs first, 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 school board, as designated in writing, and (iv) fully cooperate with the school 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 school board access to records requested by the school board. The school 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 which are within the school 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 school board.

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# SECTION 6. OPERATION OF THE CONTRACT

* 1. Entire Agreement
     1. The Charter Operator and the school 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; 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.
  2. Notice
     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:

XXXX

In the case of the school board:

XXXX

* 1. Indemnification and Disclaimer of Liability.
     1. The parties acknowledge that the Charter Operator is not acting as the agent of, or under the direction and control of the school board, except as required by law or this Agreement, and that the school 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.
     2. The Charter Operator acknowledges that it is without authority to extend the faith and credit of the school board to any third party. The Charter Operator shall clearly communicate to vendors and other entities and individuals outside the school 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 school board.
     3. The Charter Operator shall defend, indemnify, and hold harmless the school board, 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 school board 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.
     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 the school board.
     5. The parties acknowledge that the school board is not liable for the debts or financial obligations of the Charter Operator or the Charter School.
     6. The parties acknowledge that the school 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.
  2. Waiver
     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.
  3. Assignment
     1. No right or interest in this Agreement shall be assigned by anyone on behalf of the Charter Operator without prior written approval of the school board, and delegation of any contractual duty of the Charter Operator shall not be made without prior written approval of the school board, which approval may be given or withheld at the sole discretion of the school board. A violation of this provision shall be grounds for immediate termination of this Agreement and revocation of the Charter.
  4. Applicable Law
     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.
     2. The Charter Operator shall comply with all federal and state laws and regulations applicable to charter schools, and all requirements imposed by school board policy specific to charter schools. The Charter Operator shall conform, in all respects, with the educational standards contained in this Agreement, and in school board policy.
     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 the charter school 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.
  5. Severability
     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. No Third Party Beneficiary
     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 the school 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.
  7. Counterparts; Signature by Facsimile
     1. This Agreement may be signed in counterparts, which shall together constitute the original Contract. Electronic signatures and signatures received by facsimile by either of the parties shall have the same effect as original signatures.
  8. Material Amendment
     1. Any material amendment to this Agreement will be effective only with approval of the school 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 school board or its designee.
     2. The Charter Operator will submit any proposed Material Amendment in accordance with school board policy.
     3. Changes to the Agreement that constitute Material Amendments shall be identified in school board policy.
  9. Non-Material Amendment
     1. A Non-Material Amendment of this Agreement may be made effective by the Charter Operator through written Notification to the school board.
     2. The Charter Operator will notify the school board of any proposed Non-Material Amendment in accordance with school board policy and requirements developed by the school board.
     3. A Non-Material Amendment by the Charter Operator will be effective five (5) business days following receipt of Notification, unless the school board notifies the Charter Operator that it objects to the proposed Amendment.
     4. A non-material amendment by the school board due to a change in state law or school board policy or any amendments thereto will be effective immediately unless a different effective date is stated therein.
     5. Non-Material Amendments to the Agreement shall be identified in school board policy.

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

**SCHOOL BOARD:**

By**:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

SCHOOL BOARD PRESIDENT DATE

**CHARTER OPERATOR:**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CHAIR/PRESIDENT DATE

# TABLE OF EXHIBITS

Exhibit A: Location

Exhibit B: Management Agreement (if applicable)

Exhibit C: Grade Level Enrollment Table

Exhibit D: Required Enrollment Percentages

Exhibit E: Admissions Requirements and Enrollment Priorities

Exhibit F: Teachers’ Retirement System of Louisiana Option Form

**CHARTER SCHOOL CONTRACT: EXHIBIT A**

**Location**

Name of Charter School: XX

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

XX

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Signature of Charter Operator’s Date

Authorized Representative

**CHARTER SCHOOL CONTRACT: EXHIBIT B**

**Management Agreement**

[If the Charter Operator has a Management Agreement for the operation of the School that has been approved by the School Board, incorporate the agreement into this Exhibit]

**CHARTER SCHOOL CONTRACT: EXHIBIT C**

**Grade Level Enrollment Table**

Name of Charter School: XX

Name of Charter Operator: XX

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Grade Level | Year 1  XXXX-XXXX | Year 2  XXXX-XXXX | Year 3  XXXX-XXXX | Year 4  XXXX-XXXX | Year 5  XXXX-XXXX |
| K | --- | --- | --- | --- | --- |
| 1 | --- | --- | --- | --- | --- |
| 2 | --- | --- | --- | --- | --- |
| 3 | --- | --- | --- | --- | --- |
| 4 | --- | --- | --- | --- | --- |
| 5 | --- | --- | --- | --- | --- |
| 6 | --- | --- | --- | --- | --- |
| 7 | --- | --- | --- | --- | --- |
| 8 | --- | --- | --- | --- | --- |
| 9 | --- | --- | --- | --- | --- |
| 10 | --- | --- | --- | --- | --- |
| 11 | --- | --- | --- | --- | --- |
| 12 | --- | --- | --- | --- | --- |
| **TOTAL** | --- | --- | --- | --- | --- |

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Signature of Charter Operator’s Date

Authorized Representative

**CHARTER SCHOOL CONTRACT: EXHIBIT D**

**Required Enrollment Percentages**

Name of Charter School: XX

Name of Charter Operator: XX

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Charter School’s Enrollment Zone | Percent of Students Classified as Economically Disadvantaged in the Enrollment Zone in the Year XXXX-XXXX | Charter School’s Minimum Required Percentage of Economically Disadvantaged Students  (85% of Enrollment Zone) | Percent of Students with Disabilities in the Enrollment Zone in the Year XXXX-XXXX | Charter School’s Minimum Required Percentage of Students with Disabilities  (85% of Enrollment Zone) |
| XX | XX | XX | XX | XX |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Charter Operator’s Date

Authorized Representative

**CHARTER SCHOOL CONTRACT: EXHIBIT E**

**Admissions Requirements and Enrollment Priorities**

Name of Charter School: XX

Name of Charter Operator: XX

Admissions requirements of the Charter School (if any) are:

[Insert admissions requirements]

Enrollment preferences or priorities of the Charter School (if any) are:

[Insert enrollment preferences or priorities in order]

By signing below, I certify that these admissions requirements and enrollment preferences or priorities are authorized by law and do not unlawfully discriminate against applicants.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Signature of Charter Operator’s Date

Authorized Representative

**CHARTER SCHOOL CONTRACT: EXHIBIT F**

**Teachers’ Retirement System of Louisiana Option**

Name of Charter School: XX

**TRSL & LSERS Option**

Select one of the options below:

**Option 1**

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

**Option 2**

\_\_\_\_\_ The Charter Operator intends to participate in the Teachers’ Retirement System of Louisiana only.

**Option 3**

\_\_\_\_\_ The Charter Operator does not intend to participate in the Teachers’ Retirement System of Louisiana and the Louisiana School Employees’ Retirement System.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Signature of Charter Operator’s Date

Authorized Representative