

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: 
BESE PRESIDENT

6/13/11
DATE

CHARTER OPERATOR:

By: 
CHAIR/PRESIDENT

6-6-11
DATE

CHARTER SCHOOL CONTRACT: EXHIBIT E

ENROLLMENT PROJECTION TABLE
CHARTER SCHOOL CONTRACT

Name of Charter School:

Grade Level	Year 1 July 2011 - June 2012	Year 2 July 2012 - June 2013	Year 3 July 2013 - June 2014	Year 4 July 2014 - June 2015	Year 5 July 2015 - June 2016
K	50	100	100	100	100
1		50	95	95	95
2			50	92	92
3				48	90
4					45
5					
6					25
7					
8				10	10
9				20	20
10					20
11					
12					
TOTALS	50	150	245	365	497

Sharon A. Khizer
 Signature of Charter Operator's
 Authorized Representative

Date
 6-5-11

File original with:
 Louisiana Department of Education
 Office of Parental Options
 1201 North Third Street
 Baton Rouge, LA 70802
 ATTN: Office of Parental Options Director

**FY2011-12 MFP Funded Student Count Survey
for new Type 2 and Type 5 Charter Schools
May 2011**

School Name _____

Grade	Initial MFP Funded Student Count (per Contract or prior school's SIS Count)	Actual Approved Applications/ Enrollment for FY2011-12	Difference
K	50	50	0
1st			0
2nd			0
3rd			0
4th			0
5th			0
6th			0
7th			0
8th			0
9th			0
10th			0
11th			0
12th			0
Total	50	50	0

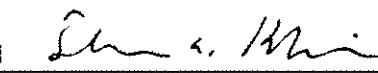
Comments: (Provide details regarding the status of your enrollment process and expected changes to these counts prior to the start of the school year.)

Thomas Klingler (Acting President)
Name of Board President


Signature of Board President

5/31/2011
Date

Thomas Klingler, LFNO Inc. Acting Presid
Name/Title of Person Completing Survey


Signature of Person Completing Survey

5/31/2011
Date

Complete and return this document via fax to Paula Matherne at
225-342-1256 on or before Friday, May 20, 2011.
(or you may scan and email the signed copy to paula.matherne@la.gov)

CHARTER SCHOOL CONTRACT: EXHIBIT G

COLLECTIVE BARGAINING OPTION

Select one of the options below:

Option 1

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

Option 2

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

Shawn A. Whitzel
Signature of Charter Operator's
Authorized Representative

5-25-11
Date

CHARTER SCHOOL CONTRACT: EXHIBIT J

TEACHERS' RETIREMENT SYSTEM OF LOUISIANA OPTION

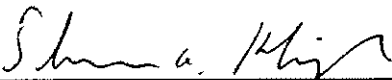
Select one of the options below:

Option 1

 The Charter Operator will permit employees who are not on a leave of absence from a local school board to participate in the Teachers' Retirement System of Louisiana.

Option 2

 ✓ The Charter Operator will not permit employees who are not on a leave of absence from a local school board to participate in the Teachers' Retirement System of Louisiana.



Signature of Charter Operator's
Authorized Representative

6-13-11

Date

CHARTER SCHOOL CONTRACT: EXHIBIT D

EDUCATION SERVICE PROVIDER CONTRACT REQUIREMENTS

In the event the Charter Operator intends to contract with a third party for comprehensive school management or operations services (“Service Agreement”), the following requirements must be met by the Charter Operator prior to opening:

- I. Required Provisions of Bylaws. The bylaws of the Charter School shall provide that the Charter School may not enter into any contract for comprehensive school management or operations services (“Service Agreement”) without first submitting such Service Agreement to the State Board of Elementary and Secondary Education for review and approval.
- II. Submission of Service Agreement. The Service Agreement shall be submitted to BESE no later than 30 days prior to its effective date. If BESE determines that the Service Agreement does not comply with the provisions set forth in Section III (“Required Terms of Service Agreement”) of this Exhibit, or that the Charter Operator’s entering into the Service Agreement would otherwise be in violation of the conditions set forth in this Exhibit, any other part of the Charter School Law or the school’s Charter School Contract, then BESE shall notify the Charter Operator within twenty (20) days, stating with particularity the grounds for its objections. In such event, the Charter School shall not enter into the Service Agreement unless and until the deficiencies noted by BESE have been remedied to BESE’s reasonable satisfaction.
- III. Required Terms of Service Agreement. The Service Agreement shall include, without limitation, the following Required Terms:
 - a. The Service Agreement shall be subject to, and shall incorporate by reference, the terms and conditions of the Charter School Contract.
 - b. The Service Agreement shall describe the specific services for which the Service Provider is responsible and shall clearly delineate the respective roles and responsibilities of the Service Provider and the Charter Operator in the management and operation of the Charter School, including development, approval and oversight of the Charter School’s budget; development, approval and oversight of the Charter School’s curriculum; and oversight of the Service Provider’s services.
 - c. The Service Agreement shall expressly provide that the Charter Operator retains, at all times, ultimate responsibility for the Charter School’s budget and curriculum.
 - d. The Service Agreement shall include procedures by which the Service Provider will be accountable to the Charter Operator including expressly addressing how the Charter Operator will evaluate and hold the Service Provider accountable in relation to the performance requirements set out in the School Evaluation Framework.

CHARTER SCHOOL CONTRACT: EXHIBIT D

- e. The Service Agreement shall be terminable by the Charter Operator, in accordance with its established termination procedures: (a) upon default by the Service Provider, including without limitation any act or omission of the Service Provider that causes a default under the Charter School Contract or that causes the Charter Operator or Charter School to be in violation of the Charter Schools Law; or (b) for other good cause as agreed by the Charter Operator and the Service Provider.
- f. The Service Agreement shall require that the Service Provider furnish the Charter Operator with all information deemed necessary by the Charter Operator or the RSD for the proper completion of the budget, quarterly reports, or Financial Audits, required under Section 3 ("School Financial Matters") of the Charter School Contract.
- g. The Service Agreement shall provide that all financial reports provided or prepared by the Service Provider shall be presented in the format prescribed by BESE or, if BESE has not prescribed a format, in GAAP/FASB approved nonprofit format.
- h. The Service Agreement shall provide that all employees or contractors of the Service Provider who have direct, daily contact with students of the Charter School shall be subject to criminal background check requirements pursuant to LA-R.S. 17:3991(E)(5), to the same extent as employees of the Charter School.
- i. The Service Agreement shall contain provisions requiring compliance with all requirements, terms and conditions established by any Federal or State funding source.
- j. The Service Agreement shall provide that the Charter Operator retains responsibility for selecting and hiring the auditor for the independent annual audit required by Section 3 ("School Financial Matters") of the Charter School Contract.
- k. The Service Agreement shall provide that Louisiana law governs any legal proceeding arising out of a dispute between the Charter Operator and the Service Provider.
- l. The Term of the Service Agreement shall not exceed the term of the school's charter or Charter School Contract.

IV. Financial Reporting.

- a. **Budget.** The budget prepared by the Charter Operator pursuant to Section 3 of the Charter School Contract shall include, without limitation, the following itemized information:
 - i. All expenses and anticipated expenses associated with the operation and management of the Charter School.

CHARTER SCHOOL CONTRACT: EXHIBIT D

- ii. All contract payments, lease payments, management fees, administrative fees, licensing fees, expenses and other amounts paid to the Service Provider or otherwise paid pursuant to the Service Agreement by the Charter School. Such reporting should make clear the sources of revenue on which fees are based.
 - iii. All loan repayments for any loans made to the Charter Operator by the Service Provider, including separate line items for interest, principal and premium, if any, on such loan repayments.
 - iv. All investments in the Charter School or Charter Operator by the Service Provider, including the expected returns on equity for such investments.
 - b. **Quarterly Financial Statements.** Quarterly financial statements filed by the Charter Operator pursuant to the Charter School Fiscal Oversight Policy, Exhibit I of the Charter Contract, shall reflect the school's entire financial operations, including an itemized accounting of all amounts paid to the Service Provider or otherwise paid for the Contract Services, which amounts shall be itemized in a manner that clearly corresponds with those categories provided in the Charter School's annual budget or the Service Agreement.
 - c. **Annual Audit.** The Financial Audits required under Section 3 ("School Financial Matters") of the Charter School Contract shall include review of all fees and payments made by the Charter Operator to the Service Provider.
 - d. **Reporting of Loans and Investments.** All loans to, or investments in, the Charter Operator or the Charter School by the Service Provider must be evidenced by appropriate documentation, either in the contract between the Charter School and the Service Provider, or through separate agreements. In the case of investments, such documentation shall explain how the investment shall be treated on the books of the Charter Operator and shall clearly state the Service Provider's expected return on equity.
- V. Construction.
- Nothing in this Exhibit shall be construed to waive or otherwise limit the obligation of the Charter Operator to provide information otherwise required to be reported by the Charter School under the Charter Schools Law or the Charter School Contract.

CHARTER SCHOOL CONTRACT: EXHIBIT F

CHARTER SCHOOL FISCAL OVERSIGHT POLICY FOR CHARTER SCHOOLS IN LOUISIANA

1. PROPOSED INITIAL BUDGET

Detailed budget data must be submitted in all Type 2 and Type 5 charter school proposals. The proposal review committee, BESE staff and LDOE review the data. The budget data must include the following:

- a. Detailed budget for start-up/planning period
- b. Detailed budget for the first year of operation
- c. Detailed budget plan for the next four years of operation
- d. Supporting evidence that the start-up budget plan, first year budget plan, and five year budget plan are sound
- e. Procedures the school will institute to comply with the required performance of fiscal audits
- f. Projections of student enrollments for the first five years of operation

2. FINANCIAL REPORTING

- a. Each charter school will submit quarterly reports to LDOE listing year-to-date revenues and expenditures through that quarter and budgeted revenues and expenditures for the fiscal year using forms provided by LDOE and on dates specified by LDOE.

Due Date:	Financial Report
July 31	Annual Operating Budget Includes actual data for the prior fiscal year ending June 30 along with budgeted data for the current fiscal year starting July 1.
October 31	First Quarter Financial Report Includes budgeted data for the fiscal year along with the YTD actual data through September 30.
January 31	Second Quarter Financial Report Includes budgeted data for the fiscal year along with the YTD actual data through December 31.
April 30	Third Quarter Financial Report Includes budgeted data for the fiscal year along with the YTD actual data through March 31.
July 31	Fourth Quarter Financial Report Includes budgeted data for the fiscal year along with the YTD actual data through June 30.

- b. Each charter school will submit an Annual Financial Report (AFR) to the Department of Education no later than September 30 each year as required by R.S. 17:25(A)(2) and 17:92. The AFR follows the same general format as the quarterly report, but contains additional line items and fund classifications.

CHARTER SCHOOL CONTRACT: EXHIBIT F

AFR instructions and forms are located on the DOE website at the following link: <http://www/ldoe/finance/689.html>

- c. Quarterly and Annual Financial Reports will include a statement from the Charter Operator's lead executive and Board President certifying the accuracy of the reports and the adherence to the Operator's Internal Control procedures.
- d. The Charter Operator shall maintain records in a manner to reflect compliance with Generally Accepted Accounting Principles.

3. STATE FUNDING ALLOCATIONS

a. Type 5 Charters

- 1. The Louisiana Department of Education will calculate state and federal funding pursuant to formulas developed by the RSD.

b. Type 2 Charters

- 1. Prior to the beginning of the new fiscal year, enrollment projections must be provided by the charter school to the BESE office for the upcoming year.
- 2. The LDOE will calculate the per pupil amounts per R.S. 3995.A.(1).
- 3. The LDOE will provide the charter school with a schedule of the initial allocation including monthly payments on or about July 1. Payments will be made on or about the 25th of each month.
- 4. Each school will notify BESE of its actual enrollments on a monthly basis.
- 5. Once the monthly student counts are submitted, allocations may be adjusted to reflect the revised actual student count.
- 6. When the October 1 student count is finalized, allocations are adjusted shortly thereafter to reflect the actual allocation for the entire year.
- 7. BESE will conduct an additional student membership count on February 15 to reflect any changes in student enrollment that may occur after October 1 each year. For any school with a change in enrollment greater than 5 percent, either higher or lower, the allocation amount will be adjusted. Any adjustments made pursuant to this February 15 count shall not be retroactive and shall be applicable only for the period from March through June.
- 8. Data acquired from the monthly pupil membership counts will be used by the LDOE for budget projections for the upcoming school year.

4. FEDERAL ALLOCATIONS

- a. The charter school is eligible for all federal program funding for which regular public school districts are eligible. The charter school will be notified of this eligibility and the application procedures and timelines by individual program offices within LDOE.
- b. Charter schools must submit copies of invoices or similar documentation to BESE/LDOE to substantiate all reimbursement requests for federal charter

CHARTER SCHOOL CONTRACT: EXHIBIT F

school grant funds issued from BESE/LDOE. All requests for reimbursements must be signed by the duly authorized representative of the charter operator.

5. AUDITS OF STATE AND FEDERAL FUNDS

- a.** The charter school must agree to follow state audit and reporting requirements established by the Legislative Auditor and R.S. 24:513-556.
- b.** In addition, the charter school is subject to audit by BESE, LDOE, Legislative Auditor, and any other appropriate state official.

6. GENERAL FISCAL PROCEDURES

- a.** Charter operator shall allow the state officials full access to its financial and educational records, reports, files and documents of any kind.
- b.** Charter operator further agrees to timely supply all reports, test results and other information, which are required under its charter, state law and regulations.
- c.** Any charter school that receives state and federal money directly from BESE or LDOE, the president or chairman of the non-profit corporation (charter operator) that operates the charter school will be the official contact and duly authorized representative for all notices or inquiries issued by BESE, LDOE, or other state or federal agencies. The board of directors of the non-profit corporation may identify and officially designate by board motion, a member of that board of directors other than the president or chairman who will serve as their duly authorized representative. Copies of all notices or inquiries will also be provided to the school principal.
- d.** All transactions or requests submitted by the charter operator to BESE/LDOE must be signed by the duly authorized representative of the charter operator.

7. INTERNAL CONTROLS

- a.** Charter Operator shall submit its Internal Control policy to the Department of Education for review and approval prior to beginning operations. The Department shall verify that the Internal Control policy for each Charter Operator contains the necessary procedures to ensure funds are safeguarded.
- b.** All charter schools will be subject to selective, intermittent reviews of school financial records and internal control procedures. Additionally, the Department will use its risk assessment process to identify specific charter schools for mandatory internal control procedures review.
- c.** All charter school annual financial audits will include a report on Internal Control compliance.
- d.** Quarterly and annual financial reports will include certification that the Charter Operator's Internal Control procedures are being followed.

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8. TECHNICAL ASSISTANCE

- a. BESE and LDOE may conduct annual fiscal in-service meetings or workshops. It is the responsibility of the charter operator to send appropriate staff or representatives of the charter school to these in-service meetings.
- b. Charter operator should reference the following publications and implement appropriate procedures based on this guidance:
 - i. *Louisiana Accounting and Uniform Governmental Handbook*, Bulletin 1929. Available at www.louisianaschools.net/ldeu/ploads/2586.pdf
 - ii. *Best Financial Practices for Louisiana Local Government*. Available at www.lla.state.la.us/techasst/oppaga.pdf
 - iii. *School Activity Accounts Guide*. Available at www.lla.state.la.us/lla/bestpractices_resources.htm (scroll down to the School Activity Accounts Guide.)

CHARTER SCHOOL CONTRACT: EXHIBIT H

TYPE 2 CHARTER SCHOOL STUDENT ENROLLMENT POLICIES AND PROCEDURES

The State Board of Elementary and Secondary Education (BESE) is committed to ensuring that the student enrollment process in the charter schools it authorizes is **fair, transparent** and **accessible** to all students and families interested in attending a charter school.

The following describes the student enrollment process, both in terms of policies and procedures, for BESE charter schools.

ENROLLMENT POLICY

The Board of Directors must adopt a written student enrollment policy. The policy should include:

- Five-year enrollment plan (including expansion plan for additional grades and number of students served);
- A non-discrimination assurance;
- Eligibility and application requirements (including ages/grades at which the school enrolls, or does not enroll, new students);
- Marketing/outreach/recruitment timeline and activities;
- Due dates for application materials;
- Lottery date and process;
- Instructions for accepting admission if chosen in the lottery; and
- Waitlist procedures.

The BESE staff will review the school's approved enrollment policy and any application materials (i.e. written application, recruitment flyer) to ensure consistency with the Louisiana charter school law.

Non-Discrimination Requirement

Charter schools authorized by BESE are public schools and are open to all students eligible for enrollment in a public school. Charter schools may **not** discriminate on the basis of race, color, national origin, creed, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, athletic performance, special need, proficiency in the English language or in a foreign language, or academic achievement in admitting students, nor may charter schools set admissions criteria that are intended to discriminate or that have the effect of discriminating on any of these bases.

Enrollment of Students with Disabilities

It is expected that charter schools will enroll students with disabilities in compliance with all applicable law. BESE will monitor all schools for compliance with the law to ensure equal access for ALL students. In admitting students in compliance with applicable law, it is anticipated that a charter school will enroll a percentage of students that is reflective of the number of students with disabilities being served in public schools in the parish in which the school is located. This is not a quota or a cap on the enrollment of students with disabilities. All students must be admitted in compliance with applicable law.

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

CHARTER SCHOOL CONTRACT: EXHIBIT H

Required Enrollment of At-Risk Students for New Start-Up Type 2 Charter Schools

The percentage of students enrolled in the charter school who are at-risk, as defined in La. R.S. 17:3973, must be equal to the percentage of students who are eligible for free and reduced lunch in the school district(s) from which the charter school draws its students.

Eighty-five percent of the charter school's at-risk students must be eligible for free and reduced lunch. The remaining 15% of the charter school's at-risk students may be at-risk in any of the ways set forth in La. R.S. 17:3973.

For new Type 2 charter schools drawing students from more than one school district, the percentage of students eligible for free and reduced lunch, which is to be used to calculate the required percentage of at-risk students enrolled in the charter school, is to be determined using the average percentage of students eligible for free and reduced lunch in all those districts. If accepting applications from all districts, the percentage of students eligible for free and reduced lunch, which is to be used to calculate the required percentage of at-risk students enrolled in the charter school, is to be determined using the statewide average.

For a new start-up Type 2 charter school located in any parish having a population between 20,500 and 21,000 according to the most recent federal census, the percentage of at-risk students who are eligible for free and reduced lunch shall be, as near as practicable, not more than the percentage of students eligible for free and reduced lunch in the public and state-approved private schools in the parish. At least 50% of the students enrolled in the charter school must, as near as practicable, be eligible for free and reduced lunch.

Required Enrollment of At-Risk Student Requirements for Conversion Type 2 Charter Schools

Unless otherwise provided in the charter contract, a conversion Type 2 charter school must enroll a percentage of at-risk students who are eligible for free and reduced lunch that is at least equal to the percentage of students eligible for free and reduced lunch enrolled in the school during the school year immediately preceding the school's conversion to a Type 2 charter school.

For a conversion Type 2 charter school located in any parish having a population between 20,500 and 21,000 according to the most recent federal census, the percentage of at-risk students who are eligible for free and reduced lunch shall be, as near as practicable, not more than the percentage of students eligible for free and reduced lunch in the public and state-approved private schools in the parish. At least 50% of the students enrolled in the charter school must, as near as practicable, be eligible for free and reduced lunch.

ENROLLMENT PERIOD

To initiate the enrollment period, the charter school should:

- Determine the spaces available in each grade based on the school's capacity;
- Set a deadline for accepting student applications. Pursuant to the Louisiana Charter School Law, an application period shall not be less than one month nor more than three months;
- Publicize the application deadline in multiple venues with reasonable notice of at least **one month** before the deadline;
- Set a date for the lottery with reasonable public notice given at least one week prior to the lottery; and

CHARTER SCHOOL CONTRACT: EXHIBIT H

- Set a final date for students to accept enrollment and the actual date of enrollment.

Recommended Practice in Recruiting Students

To meet the requirement of “reasonable notice,” a charter school might:

- Send notification to local non-profits advertising the school and its enrollment process;
- Post notices in various locations across the parish(es);
- Hold well-publicized informational meetings for students and families to learn about the school and its enrollment process; and
- Run advertisements in the city’s major commercial and community newspapers.

Application Requirements

As stated above, charter schools may not discriminate in their enrollment practices. At the same time, charter schools have an interest in making sure that prospective students and families understand the mission and focus of the school and that they are interested in being part of that school community. To that end, charter schools may have application requirements, provided those requirements are not designed, intended, or used to discriminate unlawfully. Meetings with parents/guardians, for example, must be designed to inform them about the school rather than to discourage certain types of students from attending the school.

Acceptable Application Requirements

- Charter school **may** require a written enrollment form that includes basic and general information about the prospective student (i.e. name, address, birth date, last grade completed, prior school attended).
- Charter schools **may** require proof of residency in the parish or parishes served by the charter school (such requirement may **not** be made of homeless students).
- Charter schools **may** require students to successfully complete the grade preceding the grade the student plans to enter.
- Charter schools **may** encourage (not require) parents/guardians to attend informational sessions.

Unacceptable Application Requirements

- Charter schools **may not** require a written application that is intended to assess the student’s aptitude (i.e. essay responses, prior test scores, special education and English language learner identification)
- Charter schools **may not** make statements in meetings that are intended to or have the effect of discouraging parents/guardians of students with disabilities, or English language learners, or any other protected group of students from submitting an application to the school.

Eligibility

In order to be eligible to enroll, a student must live in the parish or parishes that are described as the jurisdiction within which a student shall reside to be eligible to attend the charter school in the school’s charter application.

Students Entitled to an Admission Preference in a Type 2 Conversion Charter School

For a Type 2 charter school that is a pre-existing public school converted, pursuant to the process provided by 1 aw, students enrolled in the pre-existing school shall be given preference over all other

CHARTER SCHOOL CONTRACT: EXHIBIT H

applicants and applications procedure shall be established in a fashion that provides ample opportunity for such students to exercise the right for preferential admission.

Recommended Application Materials

Charter schools should make it as easy as possible for students and families to complete the enrollment application. Toward that end, charter schools should:

- Translate the application in languages spoken by the prospective population to the extent possible.
- Make the application available in multiple locations (i.e. school building, neighboring non-profit organizations, internet/website).

Charter schools are expected to make proactive efforts to reach out to students and families throughout the community in recruiting new students, and to administer their enrollment process in a way that is open, inclusive and fair. Failure to do so may indicate that the school is using its enrollment process to discriminate and may result in sanctions by BESE.

CONDUCTING THE LOTTERY

New Type 2 Charter School

In a new charter school's first year of operation, at the conclusion of the application period, if the applications for students do not exceed the slots available, students applying during the application period shall be admitted. If the total number of eligible applicants exceeds the capacity of a program, class, grade level, or school, admission to the program, class, grade level, or school shall be based on an admissions lottery conducted from among the total number of eligible applicants.

If the percentage of at-risk applicants, as defined herein, does not exceed the required percentage of at-risk students to be enrolled in the charter school, then all those at-risk applicants are to be admitted. If the number of applicants remaining, after enrolling all the at-risk students, exceeds the remaining slots available, then an admissions lottery is to be conducted among all the remaining applicants.

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

Conversion Type 2 Charter School

For a conversion Type 2 charter school, in the school's first year of operation, at the conclusion of the application period, if the applications for students previously enrolled in the preexisting school do not exceed the slots available, such students shall be given preference over all other applicants, e.g. they must be automatically admitted. If the charter school receives more applications from previously enrolled students than spaces available, the school must conduct a lottery to fill slots.

After all students who previously attended the school have been admitted, the charter school must determine how many at-risk students, as defined herein, are needed to obtain the required percentage of at-risk students to be enrolled at the charter school.

If the percentage of at-risk applicants, as defined herein, does not exceed the required percentage of at-risk students to be enrolled in the charter school, then all those at-risk applicants are to be admitted. If the

CHARTER SCHOOL CONTRACT: EXHIBIT H

number of applicants remaining, after enrolling all the at-risk students, exceeds the remaining slots available, then an admissions lottery is to be conducted among all the remaining applicants.

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

New Start-Up Type 2 Charter Schools and Conversion Schools

Following the admission of students entitled to a preference, if there are spaces available and the charter school's applications exceed the spaces available, the school must conduct a lottery to fill slots.

The following requirements apply to both new and conversion Type 2 charter schools:

In the second year of operation and thereafter, all charter schools must modify their enrollment procedures in order to give preference to students previously enrolled in the school and their siblings.

Charter schools must conduct their lotteries in public, with a disinterested party drawing the names. A "disinterested" person is someone who is not affiliated with the school. Every time that an admissions lottery takes place, the process must be fair and all rules applied consistently.

Even after all spaces in the school are filled through a lottery, schools must continue to draw the names of all students who apply and place the names of students not selected for an available space on a waiting list in the order the names were drawn. Charter schools must keep and make public the waiting list and explicitly specify rules for their waiting lists clearly and in writing as part of their enrollment policies.

If the principal enrollment process fails to fill all the available slots, and all names on the waiting list have been given an opportunity to enroll, a charter school may repeat the process of accepting applications for enrollment. This process should be well documented by specified dates and clear to all prospective families and students. As spaces become available during the school year, a school may repeat the application process to fill these openings, provided that all students on a current waiting list have first been selected.

Recommended Practice in Conducting Lottery During the First Year of Operation:

- Separate applications by grade level.
- For each grade level, draw names until all slots have been filled.
- If there are more names for a given grade than slots available, continue to pull names and add such names to the school's waitlist in order as pulled.

It is important to note that in subsequent years (Year 2 and thereafter), all charter schools **must**:

- Provide all previously enrolled students (e.g. students that attended the school during its first year of operation) the right to continue to attend the school, provided that the school serves the grade level in which the student should be enrolled.
- Give lottery preference to siblings of students already enrolled in the charter school.

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ENROLLING STUDENTS

Once the lottery is complete, the school should send notification to each student that submitted an application the status of their application. Students that were chosen in the lottery should be given explicit instructions on how they accept admission to the school and pertinent information regarding the start of the school year.

Acceptance Requirements

Just like the application requirement, the admission acceptance requirement may not in any way discriminate against students and families.

Recommended Acceptance Requirements

The charter school should require a parent or guardian to accept admission to the charter school by notifying the school (providing multiple ways and ample time to do so) of his or her intent to attend.

The charter school must notify BESE of the school's anticipated student enrollment by established deadlines. For each student that has accepted enrollment, provide:

- Name
- Address
- Social security number
- Birth date
- Grade
- Previous school attended

A school is only required to hold a slot for a child whose parent has not accepted admission for two weeks. Thus, if an admitted student does not attend school for two consecutive weeks, that slot may be released to given to a student on the waitlist.

In such cases, a charter school is required to:

- Notify the parent/guardian after five days of missing school to discuss their intent to send their child to the school.
- State that in order for the slot to be held, the student must attend school within the next five days.
- If the student does not attend within those five days, the school may release that particular slot and fill it with a child from the waitlist (if no waitlist exists, the school may receive applications for that slot.)

**Affirmation of Eligibility to Serve
by a Charter School Governing
Board Member**

I, Jayous Van Buskirk am a charter school governing board member.

I understand that, by law, the restrictions below apply to any and all members of a charter school governing or management board in Louisiana:

Members of a Louisiana charter school board are prohibited from receiving compensation other than reimbursement of actual expenses while fulfilling duties as a board member.

Members of a Louisiana charter school board are prohibited from employment, in any manner, by the charter school whether directly through the school or indirectly as an employee of an educational management or service organization with which a charter school contracts for services.

Not more than twenty percent of the members of any governing board of a charter school may be members of the same immediate family, as defined by R.S. 42:1102(13).

Members of a Louisiana charter school board are subject to the Code of Governmental Ethics, R.S. 42:1101 et seq.

I understand the above restrictions on my service as a charter school board member and aver that I am currently eligible to serve as a board member consistent with these restrictions.

In addition, in the event that a conflict arises between my service and these restrictions, I pledge to notify the charter school board immediately and to resign my position on the board unless, within thirty (30) days, such conflict can be resolved to the satisfaction of the charter school board and the Louisiana Board of Elementary and Secondary Education.

Signed under penalty of perjury:

Jayous Van Buskirk 5-19-2011
Name Date

File original with:

Charter School Office
Suite - 4-326
P.O. Box 94064
1201 North 3rd Street
Baton Rouge, Louisiana 70802

ATTN: Charter School Director

**Affirmation of Eligibility to Serve
by a Charter School Governing
Board Member**

I, Andrew Abrams, am a charter school governing board member.

I understand that, by law, the restrictions below apply to any and all members of a charter school governing or management board in Louisiana:

Members of a Louisiana charter school board are prohibited from receiving compensation other than reimbursement of actual expenses while fulfilling duties as a board member.

Members of a Louisiana charter school board are prohibited from employment, in any manner, by the charter school whether directly through the school or indirectly as an employee of an educational management or service organization with which a charter school contracts for services.

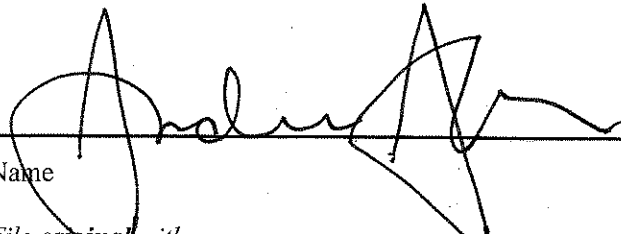
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I understand the above restrictions on my service as a charter school board member and aver that I am currently eligible to serve as a board member consistent with these restrictions.

In addition, in the event that a conflict arises between my service and these restrictions, I pledge to notify the charter school board immediately and to resign my position on the board unless, within thirty (30) days, such conflict can be resolved to the satisfaction of the charter school board and the Louisiana Board of Elementary and Secondary Education.

Signed under penalty of perjury:

 3/1/2011

Name Date

File *original* with:

Parental Options Office

**Affirmation of Eligibility to Serve
by a Charter School Governing
Board Member**

I, ALVIN J. BORDELON, am a charter school governing board member.

I understand that, by law, the restrictions below apply to any and all members of a charter school governing or management board in Louisiana:

Members of a Louisiana charter school board are prohibited from receiving compensation other than reimbursement of actual expenses while fulfilling duties as a board member.

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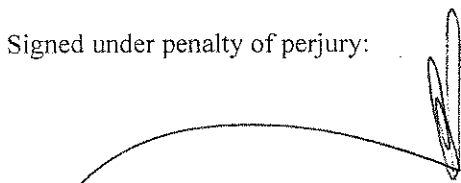
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Members of a Louisiana charter school board are subject to the Code of Governmental Ethics, R.S. 42:1101 et seq.

I understand the above restrictions on my service as a charter school board member and aver that I am currently eligible to serve as a board member consistent with these restrictions.

In addition, in the event that a conflict arises between my service and these restrictions, I pledge to notify the charter school board immediately and to resign my position on the board unless, within thirty (30) days, such conflict can be resolved to the satisfaction of the charter school board and the Louisiana Board of Elementary and Secondary Education.

Signed under penalty of perjury:



MARCH 2, 2011

Name

Date

File *original* with:

Parental Options Office

**Affirmation of Eligibility to Serve
by a Charter School Governing
Board Member**

I, Rupa Chirmana, am a charter school governing board member.

I understand that, by law, the restrictions below apply to any and all members of a charter school governing or management board in Louisiana:

Members of a Louisiana charter school board are prohibited from receiving compensation other than reimbursement of actual expenses while fulfilling duties as a board member.

Members of a Louisiana charter school board are prohibited from employment, in any manner, by the charter school whether directly through the school or indirectly as an employee of an educational management or service organization with which a charter school contracts for services.

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Members of a Louisiana charter school board are subject to the Code of Governmental Ethics, R.S. 42:1101 et seq.

I understand the above restrictions on my service as a charter school board member and aver that I am currently eligible to serve as a board member consistent with these restrictions.

In addition, in the event that a conflict arises between my service and these restrictions, I pledge to notify the charter school board immediately and to resign my position on the board unless, within thirty (30) days, such conflict can be resolved to the satisfaction of the charter school board and the Louisiana Board of Elementary and Secondary Education.

Signed under penalty of perjury:

Rupa

Name

05/04/2011

Date

File original with:

Parental Options Office

**Affirmation of Eligibility to Serve
by a Charter School Governing
Board Member**

I, Allen Kelly, am a charter school governing board member.

I understand that, by law, the restrictions below apply to any and all members of a charter school governing or management board in Louisiana:

Members of a Louisiana charter school board are prohibited from receiving compensation other than reimbursement of actual expenses while fulfilling duties as a board member.

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Members of a Louisiana charter school board are subject to the Code of Governmental Ethics, R.S. 42:1101 et seq.

I understand the above restrictions on my service as a charter school board member and aver that I am currently eligible to serve as a board member consistent with these restrictions.

In addition, in the event that a conflict arises between my service and these restrictions, I pledge to notify the charter school board immediately and to resign my position on the board unless, within thirty (30) days, such conflict can be resolved to the satisfaction of the charter school board and the Louisiana Board of Elementary and Secondary Education.

Signed under penalty of perjury:

Allen Kelly 2/28/11
Name Date

File *original* with:
Parental Options Office

**Affirmation of Eligibility to Serve
by a Charter School Governing
Board Member**

I, Thomas A. Klingler, am a charter school governing board member.

I understand that, by law, the restrictions below apply to any and all members of a charter school governing or management board in Louisiana:

Members of a Louisiana charter school board are prohibited from receiving compensation other than reimbursement of actual expenses while fulfilling duties as a board member.

Members of a Louisiana charter school board are prohibited from employment, in any manner, by the charter school whether directly through the school or indirectly as an employee of an educational management or service organization with which a charter school contracts for services.

Not more than twenty percent of the members of any governing board of a charter school may be members of the same immediate family, as defined by R.S. 42:1102(13).

Members of a Louisiana charter school board are subject to the Code of Governmental Ethics, R.S. 42:1101 et seq.

I understand the above restrictions on my service as a charter school board member and aver that I am currently eligible to serve as a board member consistent with these restrictions.

In addition, in the event that a conflict arises between my service and these restrictions, I pledge to notify the charter school board immediately and to resign my position on the board unless, within thirty (30) days, such conflict can be resolved to the satisfaction of the charter school board and the Louisiana Board of Elementary and Secondary Education.

Signed under penalty of perjury:

Thomas A. Klingler 3-1-2011

Name

Date

File *original* with:

Parental Options Office

**Affirmation of Eligibility to Serve
by a Charter School Governing
Board Member**

I, Dr. JEAN Montes, am a charter school governing board member.

I understand that, by law, the restrictions below apply to any and all members of a charter school governing or management board in Louisiana:

Members of a Louisiana charter school board are prohibited from receiving compensation other than reimbursement of actual expenses while fulfilling duties as a board member.

Members of a Louisiana charter school board are prohibited from employment, in any manner, by the charter school whether directly through the school or indirectly as an employee of an educational management or service organization with which a charter school contracts for services.

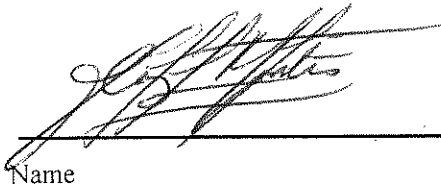
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Members of a Louisiana charter school board are subject to the Code of Governmental Ethics, R.S. 42:1101 et seq.

I understand the above restrictions on my service as a charter school board member and aver that I am currently eligible to serve as a board member consistent with these restrictions.

In addition, in the event that a conflict arises between my service and these restrictions, I pledge to notify the charter school board immediately and to resign my position on the board unless, within thirty (30) days, such conflict can be resolved to the satisfaction of the charter school board and the Louisiana Board of Elementary and Secondary Education.

Signed under penalty of perjury:


Name

2/2/2011
Date

File *original* with:
Parental Options Office

**Affirmation of Eligibility to Serve
by a *Charter School Governing
Board Member***

I, Ray A. Saleun, am a charter school governing board member.

I understand that, by law, the restrictions below apply to any and all members of a charter school governing or management board in Louisiana:

Members of a Louisiana charter school board are prohibited from receiving compensation other than reimbursement of actual expenses while fulfilling duties as a board member.

Members of a Louisiana charter school board are prohibited from employment, in any manner, by the charter school whether directly through the school or indirectly as an employee of an educational management or service organization with which a charter school contracts for services.

Not more than twenty percent of the members of any governing board of a charter school may be members of the same immediate family, as defined by R.S. 42:1102(13).

Members of a Louisiana charter school board are subject to the Code of Governmental Ethics, R.S. 42:1101 et seq.

I understand the above restrictions on my service as a charter school board member and aver that I am currently eligible to serve as a board member consistent with these restrictions.

In addition, in the event that a conflict arises between my service and these restrictions, I pledge to notify the charter school board immediately and to resign my position on the board unless, within thirty (30) days, such conflict can be resolved to the satisfaction of the charter school board and the Louisiana Board of Elementary and Secondary Education.

Signed under penalty of perjury:

Ray A. Saleun 03/01/11

Name

Date

File original with:

Parental Options Office

**Affirmation of Eligibility to Serve
by a Charter School Governing
Board Member**

I, Mignon Torrae, am a charter school governing board member.

I understand that, by law, the restrictions below apply to any and all members of a charter school governing or management board in Louisiana:

Members of a Louisiana charter school board are prohibited from receiving compensation other than reimbursement of actual expenses while fulfilling duties as a board member.

Members of a Louisiana charter school board are prohibited from employment, in any manner, by the charter school whether directly through the school or indirectly as an employee of an educational management or service organization with which a charter school contracts for services.

Not more than twenty percent of the members of any governing board of a charter school may be members of the same immediate family, as defined by R.S. 42:1102(13).

Members of a Louisiana charter school board are subject to the Code of Governmental Ethics, R.S. 42:1101 et seq.

I understand the above restrictions on my service as a charter school board member and aver that I am currently eligible to serve as a board member consistent with these restrictions.

In addition, in the event that a conflict arises between my service and these restrictions, I pledge to notify the charter school board immediately and to resign my position on the board unless, within thirty (30) days, such conflict can be resolved to the satisfaction of the charter school board and the Louisiana Board of Elementary and Secondary Education.

Signed under penalty of perjury:

Mignon Torrae March 7, 2011
Name Date

File *original* with:
Parental Options Office

Disclosure of Financial Interest and Conflict of Interest
By A Charter School Governing Board Member

Each member of a charter school governing board shall file a "Disclosure of Financial Interest and Conflict of Interest" form covering the period **for the preceding calendar year** within 30 days after becoming a member of such a board and on or before August 1 of each year thereafter.

1. Name (print): Andrew Abrams
2. Position on board (i.e., chair, treasurer, committee chair, etc.): Chairman
- Term Begins: _____ Term Expires: _____
3. Home address: 717 Antoine St. New Orleans, LA 70115
4. Business address: _____
5. Daytime phone: 504-615-0465 5. Email: andrew.c.abrams@gmail.com
6. Name of charter school: Lycée Français de la Nouvelle-Orléans
7. Are you an employee of the school? No
8. Are you a member of a city, parish or other local school board? No
- If yes, state position held and jurisdiction served: _____
9. Are you an elected public official? No
- If yes, state position held, jurisdiction served and appointment date: _____
10. Do any members of your immediate family currently serve on the same charter school governing board? No
- If yes, state family member name(s) and relationship: _____
11. Identify each charter school located in the state of Louisiana in which, during the previous calendar year, you and/or an immediate family member had a financial interest. If there were no such schools, write "none."

School Name	School Address	Financial Interest (describe)	Member and/or Immediate Family (name)
None			

12. Identify each charter school located in any other state in the United States in which, during the previous

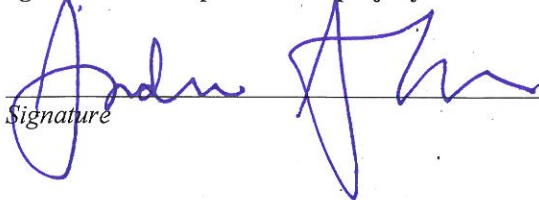
calendar year, you and/or an immediate family member had a financial interest. If there were no such schools, write "none."

School Name	School Address	Financial Interest (describe)	Member and/or Immediate Family (name)
None			
None			

13. Identify each individual, business, corporation, union, association, firm, partnership, committee, proprietorship, franchise, holding company, joint stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with any charter school **and** in which, during the previous calendar year, you and/or your immediate family member had a financial interest. If there were no such organizations, write "none."

Organization Name	Organization Address	Financial Interest (describe)	Member and/or Immediate Family (name)
None			

Signed under the penalties of perjury:


Signature

3/1/2011
Date

Disclosure of Financial Interest and Conflict of Interest
By A Charter School Governing Board Member

Each member of a charter school governing board shall file a "Disclosure of Financial Interest and Conflict of Interest" form covering the period **for the preceding calendar year** within 30 days after becoming a member of such a board and on or before August 1 of each year thereafter.

1. Name (print): ALVIN J. BORDELON, JR
2. Position on board (i.e., chair, treasurer, committee chair, etc.): MEMBER
- Term Begins: _____ Term Expires: _____
3. Home address: 429 ARLINGTON DR. MEYAIRIE LA 70001
4. Business address: 429 ARLINGTON DR. MEYAIRIE LA 70001
5. Daytime phone: 504 460 7903 5. Email: ALVINJ.BORDELON@COX.NET
6. Name of charter school: LYCEE FRANCAIS DE LA NOUVELLE ORLEANS
7. Are you an employee of the school? NO
8. Are you a member of a city, parish or other local school board? NO
- If yes, state position held and jurisdiction served: _____
9. Are you an elected public official? NO
- If yes, state position held, jurisdiction served and appointment date: _____
10. Do any members of your immediate family currently serve on the same charter school governing board? NO
- If yes, state family member name(s) and relationship: _____
11. Identify each charter school located in the state of Louisiana in which, during the previous calendar year, you and/or an immediate family member had a financial interest. If there were no such schools, write "none."

School Name	School Address	Financial Interest (describe)	Member and/or Immediate Family (name)
NONE			

12. Identify each charter school located in any other state in the United States in which, during the previous

calendar year, you and/or an immediate family member had a financial interest. If there were no such schools, write "none."

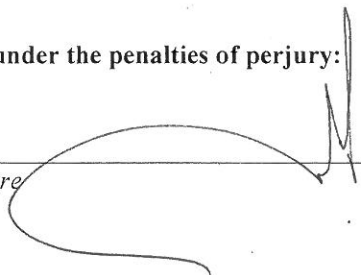
School Name	School Address	Financial Interest (describe)	Member and/or Immediate Family (name)
NONE			

13. Identify each individual, business, corporation, union, association, firm, partnership, committee, proprietorship, franchise, holding company, joint stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with any charter school and in which, during the previous calendar year, you and/or your immediate family member had a financial interest. If there were no such organizations, write "none."

Organization Name	Organization Address	Financial Interest (describe)	Member and/or Immediate Family (name)
NONE			

Signed under the penalties of perjury:

Signature



Date

March 2, 2011

Disclosure of Financial Interest and Conflict of Interest
By A Charter School Governing Board Member

Each member of a charter school governing board shall file a "Disclosure of Financial Interest and Conflict of Interest" form covering the period for the **preceding calendar year** within 30 days after becoming a member of such a board and on or before August 1 of each year thereafter.

1. Name (print): Allen Wm. Kelly

2. Position on board (i.e., chair, treasurer, committee chair, etc.): At-Large

Term Begins: Now Term Expires: _____

3. Home address: 4227 S. Galvez Street, New Orleans, LA, 70125

4. Business address: _____

5. Daytime phone: (504) 289-9372 5. Email: Allen.W.Kelly@gmail.com

6. Name of charter school: Lycée Français de la Nouvelle-Orléans

7. Are you an employee of the school? NO

8. Are you a member of a city, parish or other local school board? NO

If yes, state position held and jurisdiction served: _____

9. Are you an elected public official? NO

If yes, state position held, jurisdiction served and appointment date: _____

10. Do any members of your immediate family currently serve on the same charter school governing board? NO

If yes, state family member name(s) and relationship: _____

11. Identify each charter school located in the state of Louisiana in which, during the previous calendar year, you and/or an immediate family member had a financial interest. If there were no such schools, write "none."

School Name	School Address	Financial Interest (describe)	Member and/or Immediate Family (name)
NONE			

12. Identify each charter school located in any other state in the United States in which, during the previous calendar year, you and/or an immediate family member had a financial interest. If there were no such schools, write "none."

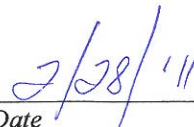
School Name	School Address	Financial Interest (describe)	Member and/or Immediate Family (name)
NONE			
NONE			

13. Identify each individual, business, corporation, union, association, firm, partnership, committee, proprietorship, franchise, holding company, joint stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with any charter school and in which, during the previous calendar year, you and/or your immediate family member had a financial interest. If there were no such organizations, write "none."

Organization Name	Organization Address	Financial Interest (describe)	Member and/or Immediate Family (name)
NONE			

Signed under the penalties of perjury:


Signature


Date

Disclosure of Financial Interest and Conflict of Interest
By A Charter School Governing Board Member

Each member of a charter school governing board shall file a "Disclosure of Financial Interest and Conflict of Interest" form covering the period **for the preceding calendar year** within 30 days after becoming a member of such a board and on or before August 1 of each year thereafter.

1. Name (print): Thomas A. Klingler

2. Position on board (i.e., chair, treasurer, committee chair, etc.): Secretary

Term Begins: _____

Term Expires: _____

3. Home address: 3664 Laurel St., New Orleans, LA 70115

4. Business address: Dept. of French & Italian, Tulane Univ., New Orleans, LA

5. Daytime phone: 504-862-3441 5. Email: klingler@tulane.edu 70118

6. Name of charter school: Lycée Français de la Nouvelle-Orléans

7. Are you an employee of the school? No

8. Are you a member of a city, parish or other local school board? No

If yes, state position held and jurisdiction served: _____

9. Are you an elected public official? No

If yes, state position held, jurisdiction served and appointment date: _____

10. Do any members of your immediate family currently serve on the same charter school governing board? No

If yes, state family member name(s) and relationship: _____

11. Identify each charter school located in the state of Louisiana in which, during the previous calendar year, you and/or an immediate family member had a financial interest. If there were no such schools, write "none."

School Name	School Address	Financial Interest (describe)	Member and/or Immediate Family (name)
<u>None</u>			

12. Identify each charter school located in any other state in the United States in which, during the previous

calendar year, you and/or an immediate family member had a financial interest. If there were no such schools, write "none."

School Name	School Address	Financial Interest (describe)	Member and/or Immediate Family (name)
None			

13. Identify each individual, business, corporation, union, association, firm, partnership, committee, proprietorship, franchise, holding company, joint stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with any charter school **and** in which, during the previous calendar year, you and/or your immediate family member had a financial interest. If there were no such organizations, write "none."

Organization Name	Organization Address	Financial Interest (describe)	Member and/or Immediate Family (name)
None			

Signed under the penalties of perjury:

Shawn A. Kline
Signature

3-1-2011
Date

**Disclosure of Financial Interest and Conflict of Interest
By A Charter School Governing Board Member**

Each member of a charter school governing board shall file a "Disclosure of Financial Interest and Conflict of Interest" form covering the period for the preceding calendar year within 30 days after becoming a member of such a board and on or before August 1 of each year thereafter.

1. Name (print): Dr. JEAN Montes

2. Position on board (i.e., chair, treasurer, committee chair, etc.): _____

Term Begins: August 2009 Term Expires: _____

3. Home address: 7471 Pitt St - NOLA 70118

4. Business address: 6363 St. Charles Ave Box 8 - NOLA 70118

5. Daytime phone: 504 616 1652 5. Email: 2montes@loyno.edu

6. Name of charter school: Lycée François de la Nouvelle-Orléans

7. Are you an employee of the school? no

8. Are you a member of a city, parish or other local school board? no

If yes, state position held and jurisdiction served: _____

9. Are you an elected public official? no

If yes, state position held, jurisdiction served and appointment date: _____

10. Do any members of your immediate family currently serve on the same charter school governing board? no

If yes, state family member name(s) and relationship: _____

11. Identify each charter school located in the state of Louisiana in which, during the previous calendar year, you and/or an immediate family member had a financial interest. If there were no such schools, write "none."

School Name	School Address	Financial Interest (describe)	Member and/or Immediate Family (name)
<u>none</u>			

12. Identify each charter school located in any other state in the United States in which, during the previous

calendar year, you and/or an immediate family member had a financial interest. If there were no such schools, write "none."

School Name	School Address	Financial Interest (describe)	Member and/or Immediate Family (name)
none			
none			

13. Identify each individual, business, corporation, union, association, firm, partnership, committee, proprietorship, franchise, holding company, joint stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with any charter school and in which, during the previous calendar year, you and/or your immediate family member had a financial interest. If there were no such organizations, write "none."

Organization Name	Organization Address	Financial Interest (describe)	Member and/or Immediate Family (name)
none			

Signed under the penalties of perjury:

Signature



Date

3/2/2011

Disclosure of Financial Interest and Conflict of Interest
By A Charter School Governing Board Member

Each member of a charter school governing board shall file a "Disclosure of Financial Interest and Conflict of Interest" form covering the period for the preceding calendar year within 30 days after becoming a member of such a board and on or before August 1 of each year thereafter.

1. Name (print): PAIGE A. SALEIN
2. Position on board (i.e., chair, treasurer, committee chair, etc.): MEMBER
- Term Begins: _____ Term Expires: _____
3. Home address: 944 ORION AVENUE, METAIRIE, LA 70055
4. Business address: 2037 METAIRIE ROAD, METAIRIE, LA 70055
5. Daytime phone: 504.831.6898 5. Email: ME4YSTILL@aol.com
6. Name of charter school: LYCEE FRANCAIS de la NOUVELE ORLEANS
7. Are you an employee of the school? NO
8. Are you a member of a city, parish or other local school board? NO
- If yes, state position held and jurisdiction served: _____
9. Are you an elected public official? NO
- If yes, state position held, jurisdiction served and appointment date: _____
10. Do any members of your immediate family currently serve on the same charter school governing board? NO
- If yes, state family member name(s) and relationship: _____
11. Identify each charter school located in the state of Louisiana in which, during the previous calendar year, you and/or an immediate family member had a financial interest. If there were no such schools, write "none."

School Name	School Address	Financial Interest (describe)	Member and/or Immediate Family (name)
"NONE"			

12. Identify each charter school located in any other state in the United States in which, during the previous

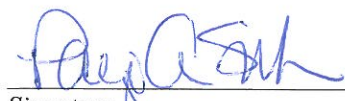
calendar year, you and/or an immediate family member had a financial interest. If there were no such schools, write "none."

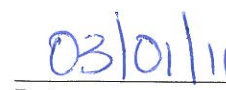
School Name	School Address	Financial Interest (describe)	Member and/or Immediate Family (name)
"NONE"			

13. Identify each individual, business, corporation, union, association, firm, partnership, committee, proprietorship, franchise, holding company, joint stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with any charter school and in which, during the previous calendar year, you and/or your immediate family member had a financial interest. If there were no such organizations, write "none."

Organization Name	Organization Address	Financial Interest (describe)	Member and/or Immediate Family (name)
"NONE"			

Signed under the penalties of perjury:


Signature


Date

CHARTER SCHOOL CONTRACT: EXHIBIT B**Disclosure of Financial Interest and Conflict of Interest
By A Charter School Governing Board Member**

FILING FOR CALENDAR YEAR: _____

DATE RECEIVED: _____

Each member of a charter school governing board shall file a "Disclosure of Financial Interest and Conflict of Interest" form covering the period **for the preceding calendar year** within 30 days after becoming a member of such a board and on or before August 1 of each year thereafter.

1. Name (print): Rupa M Chermana2. Position on board (i.e., chair, treasurer, committee chair, etc.): Board Member

Term Begins: _____ Term Expires: _____

3. Home address: 112 Valcour Lane, Destrehan, LA-700474. Business address: 5508 Citrus Blvd, Harahan, LA-701235. Daytime phone: 504-390-6402 5. Email: rupacm@gmail.com6. Name of charter school: Lycee Francais de la Nouvelle Orleans7. Are you an employee of the school? No8. Are you a member of a city, parish or other local school board? No

If yes, state position held and jurisdiction served: _____

9. Are you an elected public official? No

If yes, state position held, jurisdiction served and appointment date: _____

10. Do any members of your immediate family currently serve on the same charter school governing board? No

If yes, state family member name(s) and relationship: _____

11. Identify each charter school located in the state of Louisiana in which, during the previous calendar year, you and/or an immediate family member had a financial interest. If there were no such schools, write "none."

School Name	School Address	Financial Interest (describe)	Member and/or Immediate Family (name)
<u>None</u>			

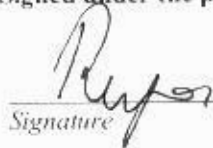
12. Identify each charter school located in any other state in the United States in which, during the previous calendar year, you and/or an immediate family member had a financial interest. If there were no such schools, write "none."

School Name	School Address	Financial Interest (describe)	Member and/or Immediate Family (name)
No			

13. Identify each individual, business, corporation, union, association, firm, partnership, committee, proprietorship, franchise, holding company, joint stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with any charter school **and** in which, during the previous calendar year, you and/or your immediate family member had a financial interest. If there were no such organizations, write "none."

Organization Name	Organization Address	Financial Interest (describe)	Member and/or Immediate Family (name)
ASI Federal Credit Union	5508 Citrus Blvd, Harahan, LA-70123	See attached	

Signed under the penalties of perjury:


Signature

06/14/2011
Date

File **original** with:

Office of Parental Options
P.O. Box 94064
1201 North Third Street
Baton Rouge, LA 70802

ATTN: Office of Parental Options Director



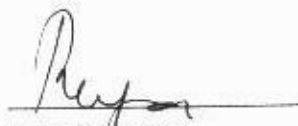
Corporate Office
Harahan
5508 Citrus Boulevard
Harahan, LA 70123

A Solid Investment in Your Future

FROM: RUPA CHIMANA
SUBJECT: LFNO AND ASI FEDERAL CREDIT UNION
DATE: JUNE 14, 2011

TO WHOM IT MAY CONCERN:

AS A BOARD MEMBER LFNO AND CFO OF ASI FEDERAL CREDIT UNION, MY RESPECTIVE RESPONSIBILITIES OF THE TWO ORGANIZATIONS REMAIN BIFURCATED AT ALL TIMES IN AN EFFORT TO AVOID ANY PRECEIVED OR REAL CONFLICT OF INTEREST. ASI IS A MEMBER-OWNED FINANCIAL COOPERATIVE THAT PROVIDES FINANCIAL PRODUCTS AND SERVICES TO LFNO. ALL ASI AND LFNO DECISIONS MADE THAT COULD IMPACT EITHER ORGANIZATION REMAIN SEGREGATED AT ALL TIMES AND ARE HANDLED WITH FULL DISCLOSURE AND TRANSPARENCY. MOREOVER, LFNO BOARD DISCUSSIONS AND VOTES THAT COULD IMPACT ASI AND VICE VERSA TAKE PLACE WITH ABSTENTION ON MY PART.


Rupa Chimana

Downtown
301 Magazine Street
New Orleans, LA 70130

Uptown
1452 Louisiana Avenue
New Orleans, LA 70135

Mid-City
4137 Carrollton Avenue
New Orleans, LA 70119

New Orleans East
4646 Michoud Blvd., Unit A
New Orleans, LA 70128

Covington
1221 32nd Street
Covington, LA 70433

Mandeville-Causeway
1121 N. Causeway Boulevard
Mandeville, LA 70448

Shidell
1322 Cause Boulevard
Shidell, LA 70458

Thibodaux
678 S. Acadia Road
Thibodaux, LA 70301

Algiers
1221 Behrman Pl. #102
New Orleans, LA 70114

Avondale
5100 River Road
Avondale, LA 70094

Lapalco
1536 Lapalco Blvd
Harvey, LA 70058

Harvey
1840 Jurland Dr
Harvey, LA 70058

Westwego
1554 Westbank Expressway
Westwego, LA 70094

CHARTER SCHOOL CONTRACT: EXHIBIT B

Disclosure of Financial Interest and Conflict of Interest
By A Charter School Governing Board Member

FILING FOR CALENDAR YEAR: _____

DATE RECEIVED: _____

Each member of a charter school governing board shall file a "Disclosure of Financial Interest and Conflict of Interest" form covering the period for the preceding calendar year within 30 days after becoming a member of such a board and on or before August 1 of each year thereafter.

1. Name (print): Mignon Torne

2. Position on board (i.e., chair, treasurer, committee chair, etc.): Treasurer

Term Begins: January, 2010 Term Expires: _____

3. Home address: 301 Carrollton Avenue Metairie, LA 70005

4. Business address: ASE Federal Credit Union, 5508 Citrus Blvd Harahan, LA 70123

5. Daytime phone: 504-818-3014 5. Email: mignon.torne@usifcu.com

6. Name of charter school: Lycee Francais de la Nouvelle Orleans

7. Are you an employee of the school? No

8. Are you a member of a city, parish or other local school board? No

If yes, state position held and jurisdiction served: _____

9. Are you an elected public official? No

If yes, state position held, jurisdiction served and appointment date: _____

10. Do any members of your immediate family currently serve on the same charter school governing board? No

If yes, state family member name(s) and relationship: _____

11. Identify each charter school located in the state of Louisiana in which, during the previous calendar year, you and/or an immediate family member had a financial interest. If there were no such schools, write "none."

School Name	School Address	Financial Interest (describe)	Member and/or Immediate Family (name)
None			

12. Identify each charter school located in any other state in the United States in which, during the previous calendar year, you and/or an immediate family member had a financial interest. If there were no such schools, write "none."

School Name	School Address	Financial Interest (describe)	Member and/or Immediate Family (name)
None			

13. Identify each individual, business, corporation, union, association, firm, partnership, committee, proprietorship, franchise, holding company, joint stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with any charter school and in which, during the previous calendar year, you and/or your immediate family member had a financial interest. If there were no such organizations, write "none."

Organization Name	Organization Address	Financial Interest (describe)	Member and/or Immediate Family (name)
ASI Federal Credit Union See Attached	5508 Citrus Blvd. Harahan, LA 70123	See Attached	

Signed under the penalties of perjury:

Signature

Date

File original with:

Office of Parental Options
P.O. Box 94064
1201 North Third Street
Baton Rouge, LA 70802

ATTN: Office of Parental Options Director



Corporate Office
Harahan
5508 Citrus Boulevard
Harahan, LA 70123

A Solid Investment in Your Future

FROM: MIGNHON TOURNE'
SUBJECT: LFNO AND ASI FEDERAL CREDIT UNION
DATE: JUNE 14, 2011

TO WHOM IT MAY CONCERN:

AS THE TREASURER OF LFNO AND CEO OF ASI FEDERAL CREDIT UNION, MY RESPECTIVE RESPONSIBILITIES OF THE TWO ORGANIZATIONS REMAIN BIFURCATED AT ALL TIMES IN AN EFFORT TO AVOID ANY PERCEIVED OR REAL CONFLICT OF INTEREST. ASI IS A MEMBER-OWNED FINANCIAL COOPERATIVE THAT PROVIDES FINANCIAL PRODUCTS AND SERVICES TO LFNO. ALL ASI AND LFNO DECISIONS MADE THAT COULD IMPACT EITHER ORGANIZATION REMAIN SEGREGATED AT ALL TIMES AND ARE HANDLED WITH FULL DISCLOSURE AND TRANSPARENCY. MOREOVER, LFNO BOARD DISCUSSIONS AND VOTES THAT COULD IMPACT ASI AND VICE VERSA TAKE PLACE WITH ABSTENTION ON MY PART.


Mignon Tourne'

Downtown

391 Magazine Street
New Orleans, LA 70130

Uptown

1452 Louisiana Avenue
New Orleans, LA 70115

Mid-City

1137 Carrollton Avenue
New Orleans, LA 70119

New Orleans East

4646 Michoud Blvd., Unit A
New Orleans, LA 70129

Covington

1721 32nd Street
Covington, LA 70435

Mandeville-Causeway

1121 N. Causeway Boulevard
Mandeville, LA 70448

Slidell

1322 Cause Boulevard
Slidell, LA 70458

Thibodaux

978 S. Acadie Road
Thibodaux, LA 70301

Algiers

3221 Behrman Pl. #102
New Orleans, LA 70114

Avondale

5100 River Road
Avondale, LA 70004

Lapalco

1536 Lapalco Blvd
Harvey, LA 70058

Harvey

1840 Jurland Dr.
Harvey, LA 70058

Westwego

1554 Westbank Expressway
Westwego, LA 70094



LOUISIANA DEPARTMENT OF EDUCATION
 OFFICE OF PARENTAL OPTIONS
 P.O. Box 94064, Baton Rouge, LA 70804
 Phone: (225) 342-0173; Fax: (225) 342-1912
 Email: parentoptions@la.gov

CHARTER CONTRACT AMENDMENT REQUEST FORM FOR BESE-AUTHORIZED CHARTER SCHOOLS

NAME OF NON-PROFIT ORGANIZATION: Lycée Français de la Nouvelle-Orléans (LFNO, Inc.)

NAME OF BOARD PRESIDENT/CHAIRPERSON: Andrew Abrams

NAME OF SCHOOL(S) FOR WHICH AMENDMENT IS REQUESTED: Lycée Français de la Nouvelle-Orléans

CHARTER TYPE: X Type 2 Type 4 Type 5

A. Please indicate the type(s) of amendment requested by checking the appropriate box(es) below:	
<p align="center">MATERIAL AMENDMENTS</p> <p>* A material amendment makes substantive changes to a charter schools governance, operational, or academic structure. If not specifically deemed a non-material amendment in BESE policy or in the charter contract, an amendment is considered material. Material amendments require BESE approval by majority vote.</p>	<p align="center">NON-MATERIAL AMENDMENTS</p> <p>* A non-material amendment makes non-substantive changes to a charter school's charter. Non-material amendments will be effective 10 days following written notification, unless BESE or the Department of Education Office of Parental Options on behalf of BESE notifies the charter operator that it objects to the proposed amendment.</p>
<input type="checkbox"/> Changes in the legal status or management, including the structure of the governing board, or assignment of or changes in education service provider	<input type="checkbox"/> Changes to the mailing address, telephone, and/or facsimile number of the charter school
<input type="checkbox"/> Changes in the school's mission	<input type="checkbox"/> Changes to the designated contact person for the charter operator or changes to the contact person located at the charter school site
<input checked="" type="checkbox"/> Changes in grade levels served	<input type="checkbox"/> Amendments to the charter operator's by-laws
<input type="checkbox"/> Changes in student enrollment which result in enrollment in excess of 120% of the total number of students set forth in the school's charter	<input type="checkbox"/> Change in membership of the charter operator's board of directors that exceeds 60% or more of its members within any six month period
<input type="checkbox"/> Changes in school location (change of site and/or adding or deleting sites)	<input type="checkbox"/> Changes in any option expressed in the charter contract exhibits with respect to Teachers' Retirement System of Louisiana, or student discipline
<input type="checkbox"/> Changes in the school calendar affecting the number of days of instruction	
<input type="checkbox"/> Changes in admission procedures or criteria, if applicable	
<input type="checkbox"/> Changes in special education procedures	
<input type="checkbox"/> Changes in curriculum or methodology	
<input type="checkbox"/> Changes in method(s) used to measure pupil progress	
<input type="checkbox"/> Changes in signing authority for the charter school	
<input type="checkbox"/> Changes in any option expressed in the charter contract exhibit with respect to collective bargaining	

Other (please explain in Section B below)	
<p>B. Please provide a rationale for each of the proposed amendments indicated above, not to exceed one page per amendment. Include any supporting documentation as an attachment, this is required for both material and non-material amendments.</p> <p>The Board of Directors of Lycée Français de la Nouvelle-Orléans requests authorization to amend its charter to accept students up to 2nd grade for the 2012-2013 academic year. At this time our charter contract is set for us to accept only 1st grade for the upcoming 2012 academic school year. Following the opening of Lycée Français de la Nouvelle-Orléans there has been an overwhelming, enthusiastic demand for the school offerings in the community. Since the acquisition of a new building for next year, which will allow us to accommodate 500 students, there has been a surge of interest in the school and strong demand for the possibility of offering enrollment beyond 1st grade next year. Without even advertising for the upper grades, we have received unsolicited applications for several upper grades with the strongest interest in 2nd grade. As of January 9th, the official closing of the application process, we have received 31 applications for 2nd grade. Once approved by the BESE board, we will officially advertise a two-week period for open enrollment application acceptance for 2nd grade.</p> <p>We currently have the demand of the community, the facility with fixed operating costs next year with excess capacity (i.e. empty classrooms that we are paying for anyway), we are adding support staff to handle the increased enrollment, and are prepared to implement the curriculum and hire the teachers to accommodate 2nd grade. By adding 2nd grade, the security of these MFP funds will further insure strength in our financial viability. It is important that we continue to maintain a balanced budget and with the additional funding of 2nd grade we can be sure of it. We are requesting expediting our amendment so we can continue to move forward with an application process for this 2nd grade.</p> <p>In addition, in support of BESE authorizing us to open 2nd grade next year, we are prepared to offer a free high-level Summer French Remedial Program and an After-School Tutoring System next year to support the open enrollment of our 2nd grade students to ensure that all of our students succeed. Further, homework assistance will be available so the English-speaking parents or at-risk parents can have a support system in place to monitor and guarantee success for every student from Kindergarten and up. Students identified from the application process with no prior French background will be required to attend our free Summer French Remedial Program and will be provided additional instruction through the School Tutoring System.</p> <p>Again, we are asking that you expedite our request so we may finalize our budget for 2012-2013, hire the teachers, plan the facility requirements, respond to the current demand and present the community with a clear path toward our long-term goal of becoming the first public French Education Pre-K-12 institution in the country in a careful & timely manner. We are passionate and committed to achieving our common goal of serving the community with a rigorous educational environment that will always put the needs of our students at the center of all our decisions.</p> <p>Thank you for your consideration,</p> <p>Respectfully,</p> <p>Dr. Jean Montès LFNO Board Member Chair of the LFNO Accelerated Enrollment Task Force</p>	

C. If requesting an amendment to any of the following parts of the charter school contract; please attach an updated version of that document. Templates for each of the following can be found below.

- **Teachers' Retirement System of Louisiana Option**
- **Collective Bargaining Option**
- **Enrollment Projection Table** (include if changing grade configuration as well)

D. Please include a copy of the board minutes authorizing the amendment request for material and non-material amendments.

I certify that I have the authority to submit this Charter Contract Amendment Request Form and that all information contained herein is complete and accurate. I understand that material amendments are not considered approved until the Board of Elementary and Secondary Education (BESE) officially approves this request, and that non-material amendments are considered approved only after BESE expresses no objection within 10 days of receiving the request during an official meeting. I understand that if this request is not received within the timeframe for inclusion on the current month's BESE meeting agenda, it will be added to the agenda of BESE's next regularly scheduled meeting for consideration. I also understand that this document does not constitute an amendment and that a proposed material amendment approved by BESE shall only be binding on the parties to the charter contract in accordance with the terms and conditions contained in an amendment signed by BESE and the charter operator.

Signature of Board President/Chairperson:



Date:

2-16-12

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CHARTER SCHOOL CONTRACT: MATERIAL AMENDMENT
TEACHERS' RETIREMENT SYSTEM OF LOUISIANA OPTION

Please select the option below that reflects the requested material amendment

Option 1

_____ The Charter Operator will permit employees who are not on a leave of absence from a local school board to participate in the Teachers' Retirement System of Louisiana

Option 2

_____ The Charter Operator will not permit employees who are not on a leave of absence from a local school board to participate in the Teachers' Retirement System of Louisiana.

Signature of Charter Operator's

Authorized Representative

Date

CHARTER SCHOOL CONTRACT: MATERIAL AMENDMENT
COLLECTIVE BARGAINING OPTION

Please select the option below that reflects the requested material amendment

Option 1

_____ The Charter Operator intends to bargain and enter into a collectively bargained contract on behalf of all or any group of its employees.

Option 2

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Signature of Charter Operator's

Authorized Representative

Date

CHARTER SCHOOL CONTRACT- MATERIAL AMENDMENT: ENROLLMENT PROJECTION TABLE

Please Note: Enrollment projections should only cover the years for which the original contract designates. For instance, if your current contract is only for three years, only put enrollment numbers for the three years of that contract.

Grade Level	Year 1 2011-2012	Year 2 2012-2013	Year 3 2014-2015	Year 4 2015-2016	Year 5 2016-2017
K	50	100	100	100	100
1		50	95	95	95
2		25 +	50	92	92
3			25 +	48	90
4				25+	45
5					25+
6					25
7					
8				10	10
9				20	20
10					20
11					
12					
TOTALS	50	175	270	390	522

Signature of Charter Operator's Authorized Representative

Date

2-16-12



LOUISIANA DEPARTMENT OF EDUCATION
 OFFICE OF PARENTAL OPTIONS
 P.O. Box 94064, Baton Rouge, LA 70804
 Phone: (225) 342-0173; Fax: (225) 342-1912
 Email: parentoptions@la.gov

CHARTER CONTRACT AMENDMENT REQUEST FORM FOR BESE-AUTHORIZED CHARTER SCHOOLS

NAME OF NON-PROFIT ORGANIZATION: Lycée Français de la Nouvelle-Orléans (LFNO, Inc.)

NAME OF BOARD PRESIDENT/CHAIRPERSON: Andrew Abrams

NAME OF SCHOOL(S) FOR WHICH AMENDMENT IS REQUESTED: Lycée Français de la Nouvelle-Orléans

CHARTER TYPE: X Type 2 Type 4 Type 5

A. Please indicate the type(s) of amendment requested by checking the appropriate box(es) below:	
<p align="center">MATERIAL AMENDMENTS</p> <p>* A material amendment makes substantive changes to a charter schools governance, operational, or academic structure. If not specifically deemed a non-material amendment in BESE policy or in the charter contract, an amendment is considered material. Material amendments require BESE approval by majority vote.</p>	<p align="center">NON-MATERIAL AMENDMENTS</p> <p>* A non-material amendment makes non-substantive changes to a charter school's charter. Non-material amendments will be effective 10 days following written notification, unless BESE or the Department of Education Office of Parental Options on behalf of BESE notifies the charter operator that it objects to the proposed amendment.</p>
<input type="checkbox"/> Changes in the legal status or management, including the structure of the governing board, or assignment of or changes in education service provider	<input type="checkbox"/> Changes to the mailing address, telephone, and/or facsimile number of the charter school
<input type="checkbox"/> Changes in the school's mission	<input type="checkbox"/> Changes to the designated contact person for the charter operator or changes to the contact person located at the charter school site
<input checked="" type="checkbox"/> Changes in grade levels served	<input type="checkbox"/> Amendments to the charter operator's by-laws
<input type="checkbox"/> Changes in student enrollment which result in enrollment in excess of 120% of the total number of students set forth in the school's charter	<input type="checkbox"/> Change in membership of the charter operator's board of directors that exceeds 60% or more of its members within any six month period
<input type="checkbox"/> Changes in school location (change of site and/or adding or deleting sites)	<input type="checkbox"/> Changes in any option expressed in the charter contract exhibits with respect to Teachers' Retirement System of Louisiana, or student discipline
<input type="checkbox"/> Changes in the school calendar affecting the number of days of instruction	
<input type="checkbox"/> Changes in admission procedures or criteria, if applicable	
<input type="checkbox"/> Changes in special education procedures	
<input type="checkbox"/> Changes in curriculum or methodology	
<input type="checkbox"/> Changes in method(s) used to measure pupil progress	
<input type="checkbox"/> Changes in signing authority for the charter school	
<input type="checkbox"/> Changes in any option expressed in the charter contract exhibit with respect to collective bargaining	

Other (please explain in Section B below)	
<p>B. Please provide a rationale for each of the proposed amendments indicated above, not to exceed one page per amendment. Include any supporting documentation as an attachment, this is required for both material and non-material amendments.</p> <p>The Board of Directors of Lycée Français de la Nouvelle-Orléans requests authorization to amend its charter to accept students up to 2nd grade for the 2012-2013 academic year. At this time our charter contract is set for us to accept only 1st grade for the upcoming 2012 academic school year. Following the opening of Lycée Français de la Nouvelle-Orléans there has been an overwhelming, enthusiastic demand for the school offerings in the community. Since the acquisition of a new building for next year, which will allow us to accommodate 500 students, there has been a surge of interest in the school and strong demand for the possibility of offering enrollment beyond 1st grade next year. Without even advertising for the upper grades, we have received unsolicited applications for several upper grades with the strongest interest in 2nd grade. As of January 9th, the official closing of the application process, we have received 31 applications for 2nd grade. Once approved by the BESE board, we will officially advertise a two-week period for open enrollment application acceptance for 2nd grade.</p> <p>We currently have the demand of the community, the facility with fixed operating costs next year with excess capacity (i.e. empty classrooms that we are paying for anyway), we are adding support staff to handle the increased enrollment, and are prepared to implement the curriculum and hire the teachers to accommodate 2nd grade. By adding 2nd grade, the security of these MFP funds will further insure strength in our financial viability. It is important that we continue to maintain a balanced budget and with the additional funding of 2nd grade we can be sure of it. We are requesting expediting our amendment so we can continue to move forward with an application process for this 2nd grade.</p> <p>In addition, in support of BESE authorizing us to open 2nd grade next year, we are prepared to offer a free high-level Summer French Remedial Program and an After-School Tutoring System next year to support the open enrollment of our 2nd grade students to ensure that all of our students succeed. Further, homework assistance will be available so the English-speaking parents or at-risk parents can have a support system in place to monitor and guarantee success for every student from Kindergarten and up. Students identified from the application process with no prior French background will be required to attend our free Summer French Remedial Program and will be provided additional instruction through the School Tutoring System.</p> <p>Again, we are asking that you expedite our request so we may finalize our budget for 2012-2013, hire the teachers, plan the facility requirements, respond to the current demand and present the community with a clear path toward our long-term goal of becoming the first public French Education Pre-K-12 institution in the country in a careful & timely manner. We are passionate and committed to achieving our common goal of serving the community with a rigorous educational environment that will always put the needs of our students at the center of all our decisions.</p> <p>Thank you for your consideration,</p> <p>Respectfully,</p> <p>Dr. Jean Montès LFNO Board Member Chair of the LFNO Accelerated Enrollment Task Force</p>	

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