STATE OF LOUISIANA
DEPARTMENT OF EDUCATION,
RECOVERY SCHOOL DISTRICT
LEASE AGREEMENT

WHEREAS, pursuant to La. R.S. 17:10.7, the Louisiana Legislature authorized the transfer of certain school buildings and facilities to the State of Louisiana, Department of Education, Recovery School District; and

WHEREAS, pursuant to La. R.S. 17:1990, the Recovery School District is authorized to lease any property or facilities so transferred, the following Lease Agreement is entered into under the following terms and conditions.

1. PARTIES

The Parties to this Lease Agreement (“Lease Agreement”) are the Louisiana State Department of Education through its Recovery School District (herein referred to as “Lessor” or “RSD”), and the [Name of Charter Operator], (herein referred to as “Lessee” or “Charter Operator”) operating the school known as the [Name of Charter School].

2. PROPERTY

2.1 The Parties agree that the RSD will provide a school campus to the Charter Operator.

2.2 The Property leased from Lessor by Lessee shall initially be as follows: the [Name of RSD School], (herein referred to as “Property”), located at [Address of RSD School].

2.3 After discussion and input with from Lessee, Lessor may move the Lessee to another facility as deemed necessary, taking into consideration such factors as building capacity, design alignment with grade levels served by Lessee, projected enrollment, program-specific needs, and community needs. The Lessor may make any facility under its jurisdiction available to the Lessee during the term of this Lease Agreement. Lessor shall make available only those facilities that it reasonably believes are safe and ready for occupancy.

2.4 Lessor reserves the right to place two or more schools on said Property if the school campus capacity allows for such placement, in which event Lessee shall have a non-exclusive right of use of common areas, including, but not limited to cafeterias, auditoriums, adjacent parking lots, playgrounds, athletic fields and any buildings belonging to the [Name of the RSD School]. If two or more schools are housed in the leased Property, Lessee shall have the exclusive use of designated classrooms, as mutually agreed to in a separate Memorandum of Understanding by the other school or schools assigned to the Property.

2.5 In the event two or more schools are placed on said Property, all such schools shall use a common vendor for such services, including, but not limited to, food services,
janitorial services, maintenance and pest control services. If Lessee is housed in the leased Property with an RSD-operated school, Lessee shall use the RSD’s vendors. If Lessee is housed in a facility with an RSD-operated school, Lessee’s students shall have access to the RSD’s school nursing services. If two or more charter schools are housed in the leased Property, said charter schools may select mutually agreed upon vendors for such services. Each party shall be responsible for payment of services based upon its pro-rata share of all services as calculated based upon student enrollment at the school.

3. RENT

Lessor will forgo the payment of rent for the first year of this Lease Agreement. Lessor reserves the right to impose Rent in subsequent years of this Lease Agreement.

4. TERM OF LEASE

4.1 This Lease Agreement shall begin on or about [_______, 2011]. The Lease Agreement shall be effect for an initial period of [3 years if new Charter Agreement] and will terminate on [Date corresponding to initial 3 year term of Charter Agreement], unless terminated for any reason permitted under any provision of this Lease Agreement.

4.2 This Lease Agreement may be extended for an additional two (2) years, terminating on [2 years beyond the initial term], in the event the Louisiana Board of Elementary and Secondary Education (herein referred to as “BESE”) extends the Charter Contract for an additional two years upon completion of the Charter School’s Third-Year Evaluation. Any such extension shall be subject to any amendments that any be required by law or by BESE.

4.3 Lessee shall not begin occupancy of the Property until all the requirements of Paragraphs 6 and 8 have been met.

4.4 Transfer of the Property back to the jurisdiction of the local school district may involved termination of this Lease Agreement in accordance with the terms of the Charter Contract.

4.5 The Charter Operator may, at any time, terminate this Lease Agreement upon thirty (30) days notice, to locate its school in a non-RSD facility, provided that the non-RSD facility complies with all applicable health and safety provisions and any other applicable State, Federal or local laws and regulations. In the event that the Charter Operator exercises this right under this Subparagraph, Lessee shall remain responsible for any and all costs associated with the leased Property, including, but not limited to utility, service, and routine maintenance contract charges, that accrue on or prior to the agreed upon termination date.

5. CONDITION OF PROPERTY

5.1 Except as may otherwise specifically be set forth in this Lease Agreement, Lessee accepts the Property in its “as is” condition, that is, the condition or state in which the Property exists at the beginning date of this Lease Agreement, without representation or warranty,
expressed or in writing, in fact or in law, oral or written, by Lessor. Lessee hereby assumes and
does to accept all risk of and responsibility for any and all defects, infirmities and conditions in
or on the Property, whether or not any such defects, infirmities or conditions are patent or latent
and would or would not be disclosed by reasonable inspection.

5.2 Lessee has had a full opportunity to inspect the condition and nature of the
Property.

6. PRE-OCCUPANCY INSPECTION

6.1 Prior to occupancy of the Property by Lessee, representatives from the Recovery
School District and from the Charter Operator shall perform an inspection of the structural
integrity, mechanical systems, communications system, building interior and exterior, including
an inspection of the roof, and landscaping of the Property. The parties shall complete a building
inspection report listing the condition of all building structural and building systems. The parties
shall list and agree to any repairs that the RSD will complete and provide a scheduled time for
completion of the repairs, if repairs cannot be completed before occupancy.

6.2 The parties shall also complete a communications report listing the condition of
all communications systems, including, but not limited to, all internet wiring, computer systems,
and approved software.

6.3 In no event shall Lessee be permitted to occupy the Property until after all
building and communication reports have been completed and signed by both parties.

7. PERMITTED USES OF PROPERTY

7.1 The Lessee shall use the Property solely for the purpose of conducting classes and
activities incidental to the lawful operation of the school and consistent with the mission and
purpose of the Charter School Contract between the Charter School Operator and the Louisiana
BESE, and as may be amended. Lessee shall not use the Property for anything other than the
permitted use, without Lessor’s prior written approval. Lessee shall adhere to the School Facility
Use policy adopted by BESE. A copy of the School Facility Use policy is attached as Exhibit A.

7.2 Lessee shall not use or allow the Property to be used or occupied for any unlawful
purpose, or in violation of any Applicable Law.

7.3 Failure to use the Property for its permitted use may be grounds for termination in
accordance with the provisions of Paragraph 21.

8. CONTENTS

8.1 Lessor may provide the contents, including, but not limited to furniture,
equipment and supplies, in the leased Property. Ownership of the contents will remain with the
Lessor and do not constitute an asset of Lessee. Prior to occupancy, Lessor shall provide Lessee
with an inventory report of all contents provided by Lessor. Both parties shall sign the inventory
8.2 Lessee will be responsible for any damage or destruction to any contents purchased by Lessor. Repair and/or replacement of damaged, lost or stolen contents shall be the sole responsibility of Lessee. Lessee shall be responsible for taking ordinary care to protect and preserve any and all contents in the leased Property. At the termination of this Lease Agreement, Lessee shall return the contents to Lessor in substantially the same quality and quantity as provided at the beginning of this Lease Agreement, ordinary wear and tear excepted.

9. **CARE OF PROPERTY**

9.1 Lessee shall, at Lessee’s sole cost and expense, be responsible for taking ordinary care to protect and preserve any and all parts of the leased Property, including the grounds and landscaping, that Lessee, its employees, officers, agents, representatives, contractors, or invitees may traverse incidental to the use of the Property. Lessee shall keep the Property in good working order and in a safe and sanitary condition, ordinary wear and tear excepted, all in accordance with the requirements of La. R.S. 17:3996. Lessee shall be responsible for all routine maintenance and repair, including, but not limited to, replacement of light bulbs, broken windows, toilets, ballasts, maintaining scheduled safety tests and termite contracts and control. In the event that Lessee is sharing the Property with one or more schools, Lessee’s shall be responsible for its pro-rata share of all routine maintenance and repairs, as calculated in relation to its student enrollment at the school.

9.2 Lessee shall not be required to make extensive repairs to the building or facility that would be considered a capital expense. Capital expenses will be determined on a case-by-case basis by the Lessor, but generally refer to those expenditures that add value to the Property or equipment or substantially prolong the life of the Property or equipment. Lessee shall adhere to any and all policies pertaining to care and maintenance of RSD school facilities that are adopted by the Louisiana Board of Elementary and Secondary Education, now and during the term of this Lease Agreement. Examples of capital expenses may include, but are not limited to roof, flooring and structural components of the building (excluding doors and glass windows), boilers, elevators, HVAC, fire panels and the Public Address System.

9.3 Lessee shall be responsible for ensuring that all equipment, including those considered capital expenditures, such as boilers, elevators, HVAC, fire panels, and the Public Address System, are properly maintained in clean, safe and operable condition. Lessee shall be responsible for all routine preventative maintenance and repairs on all such equipment, including but not limited to the HVAC systems, provided, that any such routine preventative maintenance and repairs shall be performed in accordance with factory recommended schedules and be performed by an authorized maintenance and repair contractor. Lessee shall be responsible for ensuring that all necessary certification is maintained on any and all such equipment and machinery, including, but not limited to, certification required by the State Fire Marshal and the Department of Health and Hospitals.
9.4 Lessee shall keep monthly records on all routine and preventative maintenance of equipment, including but not limited to HVAC Equipment, Fire Alarm System, Water Heaters, Kitchen Equipment, on a form provided by the Lessor. Said maintenance records shall be submitted on a monthly basis, due on the first day of each month, to the Lessor. Lessor reserves the right to require Lessee to utilize a property maintenance services selected by Lessor in the event Lessee fails to take proper care of the Lease Property and its contents. In the event that Lessor exercises this option, the parties shall enter into a written agreement in accordance with La. R.S. 17:3995.

9.5 In the event Lessee fails to maintain any property, equipment or pay any service contracts for the routine preventative maintenance on any equipment in the Leased Property, Lessor reserves the right to provide such services, maintenance and/or repairs at Lessee’s expense. Failure to maintain any property, equipment or maintain any service contracts for routine preventative maintenance may be grounds for termination of this Lease Agreement in accordance with the provisions of Paragraph 21.

9.6 Lessee shall be responsible for immediately reporting any repairs that become necessary and shall take all precautions to mitigate further damages. Lessor reserves the right to seek reimbursement from Lessee if Lessee fails to report and/or mitigate any damages. Any damage caused by Lessee, Lessee’s employees, agents, representatives, contractors, or invitees shall be the repaired at Lessee’s expense.

9.7 All capital expenditures shall be requested and made in accordance with the Recovery School District Facility Maintenance Policies and Procedures.

9.8 Lessor shall have the right to inspect the Property in accordance with Paragraph 16, at any time to make operational repairs if Lessee fails to do so. Lessee shall be responsible for costs of any repairs the Lessor may be required to perform that are not considered capital expenses.

9.9 Failure to properly maintain the Property may constitute grounds for termination of this Lease Agreement, provided that Lessor shall give, in writing, notice specifying Lessee’s failure, and Lessee does not correct the alleged failure within fifteen (15) days of receipt of the notice specifying the failure.

10. ALTERATIONS

10.1 Lessee shall not make any changes, alterations, or installations to the Property, including but not limited to wiring, flooring, adding or deleting walls and/or partitions, even at Lessee’s expense, without the express and prior written consent of the Lessor, subject to any reasonable conditions as Lessor may impose. Lessee is prohibited from altering, accessing, configuring, installing or maintaining the Property’s communication/IT network infrastructure and equipment. Lessee is further prohibited from allowing any third party to alter, access, configure, install or maintain the Property’s communication/IT network infrastructure and equipment. Equipment includes, but is not limited to, servers, switches, routers, WAPs, telephones, call managers, security devices, filters, VPNs, firewalls, and wireless networks. Any
such changes, alterations or installations initiated by Lessee, with Lessor’s approval, shall be paid for by Lessee unless the alteration constitutes a capital expense or unless Lessor and Lessee agree otherwise in writing.

10.2 Lessee shall not change any keys or any locks on any doors in the Property, without prior written permission from Lessor.

10.3 Any approved changes or alterations shall be performed by a licensed contractor with proper bonding and insurance. Copies of the contractor’s bonding and insurance shall be provided to the Lessor. Any approved changes, alterations or installations made by Lessee shall not diminish the value of the Property. The Lessor shall reserve the right to inspect any work performed by the Lessee’s contractor.

10.4 Unless agreed upon by the parties at the time alterations are approved by Lessor, any physical additions or improvements to the Property will become property of Lessor. At the termination of this Lease Agreement, Lessor may require Lessee, at the Lessee’s expense, to remove any physical additions, changes, alterations or improvements, or repair any changes, alterations or improvements and restore the Property to the condition in which it existed at the beginning of this Lease Agreement. At the time Lessor approves any changes, alterations or improvements to the Property, Lessee shall be informed whether or not such changes, alterations or improvements, must be removed at the termination of this Lease Agreement.

10.5 Any material changes, alterations or improvements made without prior approval may be grounds for termination of this Agreement. Lessee shall be fully responsible for payment of any damages caused by unauthorized changes, alterations or improvements.

11. INDEMNIFICATION

11.1 Lessee shall fully indemnify and hold harmless Lessor and its employees, contractors, and subcontractors against all losses, claims, damages, liabilities, penalties, obligations and expenses, including, without limitation costs for counsel, when incurred, incidental to, caused by, connected with, relating to, arising out of, or based upon, directly or indirectly, Lessee’s use of, and/or activities on, the leased Property or the use of, and/or activities on, the leased Property of Lessee’s employees, contractors, or subcontractors.

11.2 All the foregoing indemnification provisions shall apply to permitted uses, as well as uses that are not permitted under this Lease Agreement.

11.3 Notwithstanding any provision to the contrary contained in this Agreement, Lessor acknowledges that Lessee’s obligation to indemnify and hold Lessor harmless under Section 11.1 shall not extend to any loss to the extend arising out of the gross negligence or willful misconduct of Lessor or any of its employees or agents.

12. OBLIGATION TO INSURE

12.1 Flood insurance shall be procured by Lessor. Lessee will be billed monthly for the costs of maintaining flood insurance. In the event Lessee is sharing the Property with one or
more schools, Lessee will be monthly for its pro-rata share of the flood insurance as calculated based upon the student enrollment at the school.

12.2 Property insurance, to the extent that such insurance provides coverage for the building and contents purchased by Lessor, will be procured by Lessor. Lessee will be billed monthly for property (including building and contents procured by Lessor) and flood insurance premiums. In the event the Lessee is sharing the Property with one or more schools, Lessee will be billed monthly for its pro-rata share of the Property as calculated based upon student enrollment at the school.

12.3 If property and contents insurance is procured by the Recovery School District, through Division of Administration’s Office of Risk Management (“ORM”) or otherwise, the Charter Operator shall be responsible for property and contents insurance premiums associated with the facility it is occupying, unless the cost of premiums for such insurance coverage is received by the Louisiana Department of Education through a dedicated appropriation, which requires no contribution of funds from the RSD budget. The Charter Operator shall be responsible for all deductibles associated with any claim made under property insurance procured through the State Office of Risk Management. All deductibles associated with a claim made under such insurance coverage shall be in accordance with the ORM’s policy in effect at the time of the occurrence giving rise to a claim.

12.4 Property insurance for contents and other physical property procured by Lessee shall be the sole responsibility of Lessee.

12.5 Property and/or flood insurance procured by a third party shall not relieve Lessee from obtaining any other insurance required under this Lease Agreement.

12.6 Lessee shall maintain comprehensive general liability insurance with a minimum of $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, as required by the Charter School Contract. Any insurance obtained by Lessee shall provide the Recovery School District with the ability to file a claim for any loss of property owned or purchased with state or local funds. Lessee shall provide Lessor with a Certificate of Liability Insurance prior to occupancy of the Property.

12.7 Lessee’s obligation to procure insurance shall apply to permitted uses, as well as uses that are not permitted uses under this Lease Agreement.

12.8 The Charter Operator shall immediately notify the RSD when ever any event occurs that will require the filing of a claim.

13. UTILITIES

13.1 The Lessee shall be responsible for the payment of all utilities and services, including, but not limited to, the payment of electricity, heat, light, power, gas, water, sewerage
and drainage, all telephonic services, and all other charges by public utilities of every kind for services furnished to the Property during the term of the Lease Agreement. Payment shall be made directly to the utility provider. Lessee agrees to make payment on all utilities in a timely manner. In the event Lessor receives any bills for any penalties, fines, interest or other costs due to Lessee’s non-payment of bills, Lessor shall promptly forward said bills to Lessee for payment.

13.2 Non-payment of utility may be grounds for termination of this Lease Agreement, in accordance with the provisions of Paragraph 21.

13.3 In the event the Lessee is sharing the Property with one or more schools, Lessee shall be responsible for the payment of its pro-rata share of all utilities and services, as calculated upon student enrollment at the school.

14. JANITORIAL AND SANITATION DISPOSAL SERVICES

Lessee shall be responsible for providing janitorial services, including all sanitation disposal services, pest control services, and city inspections. In the event the Lessee is sharing the Property with one or more schools, Lessee shall be responsible for the payment of its pro-rata share of all such services, as calculated based upon student enrollment at the school.

15. HAZARDOUS MATERIALS

15.1 Lessee shall comply with all Environmental Laws relating to the use or occupation of the Property as required by La. R.S. 17:3996, including, but not limited to the Asbestos Hazardous Emergency Response Act (AHERA, 15 USC § 2641, et seq.).

15.2 Lessee shall not be allowed, cause or permit any hazardous materials to be generated, used, treated, released, stored, or disposed of in or about the Property by Lessee or Lessee’s employees, agents, etc., provided that Lessee may use and store normal and reasonable quantities of standard cleaning and office materials, as long as such materials are properly, safely, and lawfully stored and used by Lessee and the quantity of such materials does not equal or exceed a “reportable quantity” as defined in 40 CFR §§ 302 and 305, and as may be amended. In no event shall Lessee cause or permit the deposit, release or discharge any Hazardous Materials to the soil or groundwater of the Property.

15.3 Lessee shall promptly notify Lessee, in writing, if Lessee has or acquires notice or knowledge that any Hazardous Material has been or is threatened to be released, discharged, disposed of, transported, or stored on, in, under, or from the Property. Lessee shall immediately notify Lessor, and provide copies upon receipt of, all written complaints, claims, citations, demands, inquiries, reports, or notices relating to the condition of the Property or compliance with Environmental Laws. Lessee shall immediately deliver to Lessor copies of all notices, reports, correspondence and submissions made by Lessee to the United States Environmental Protection Agency (EPA), the United States Occupational Safety and Health Administration (OSHA), the Louisiana Department of Environmental Quality (DEQ), the Louisiana Department of Health and Hospitals (DHH), or any other Governmental Authority that requires submission of any
information concerning environmental matters or hazardous waste or substances pursuant to Environmental Laws.

15.4 Lessee agrees to indemnify, defend (with counsel reasonably acceptable to Lessor at Lessee’s sole cost) and hold Lessor its employees, contractors, agents, etc., harmless from and against all Environmental liabilities and costs, liabilities and obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (including consequential damages), disbursements or expenses of any kind (including attorneys’ and experts’ fees and fees and expenses incurred in investigating, defending, or prosecuting any litigation, claim, or proceeding) that may at any time be imposed upon, incurred by or asserted or awarded against Lessor or any of them in connection with or arising from or out of:

a) any misrepresentation, inaccuracy or breach of any warranty, covenant or agreement contained or referenced to in this Section; or

b) any violation by Lessee of any Environmental Law.

15.5 For purposes of this section, “Hazardous Materials” means any substance or material (i) the presence or suspected presence of which requires or may require investigation, response, clean-up, remediation or monitoring, or may result in liability, under any Governmental Requirement; (ii) that is or contains a hazardous substance, waste, extremely hazardous substance, hazardous material, hazardous waste, hazardous constituent, solid waste, special waste, toxic substance, pollutant, contaminant, petroleum or petroleum derived substance or waste, and related materials, including, without limitation, any such materials defined, listed, identified under or described in any Environmental Law; (iii) that is flammable, explosive, radioactive, reactive, toxic, corrosive, infectious, carcinogenic, mutagenic or otherwise hazardous, or is or becomes regulated under any Environmental Law; (iv) that is or contains asbestos (whether friable or non-friable), any polychlorinated biphenyls or compounds or equipment containing polychlorinated biphenyls, or medical waste; (v) that is or contains or once contained gasoline, diesel fuel, oil, diesel and gasoline range organics (TPH-DRO / GRO), or any other petroleum products or petroleum hydrocarbons, or additives to petroleum products, or any breakdown products or compounds of any of the foregoing or (vi) radon gas.

15.6 The provisions of this Section will be in addition to any and all obligations and liabilities Lessee may have to Lessor and will survive expiration or earlier termination of this Agreement.

16. LESSOR’S RIGHT OF INSPECTION

16.1 Lessor shall have the right to enter the Property at any time to inspect the Property, so long as the Lessor’s inspection does not unreasonably interfere with the operation of the school, including, but not limited to, the classes or activities being performed at the time of the inspection. Lessor shall give Lessee reasonable advance notice of its intent to inspect the Property. Lessee shall have the right to have a representative accompany Lessor during such entry and inspection. The Lessee or Principal shall not deny Lessor access to the Property.
16.2 If, during any inspection, Lessor discovers that maintenance, cleaning, or repairs are needed at the Property, Lessor shall immediately notify Lessee of the maintenance, cleaning or repairs that are needed. If Lessee fails to make the necessary maintenance, cleaning or repairs within fifteen (15) days, Lessor may complete the work and invoice Lessee for said maintenance, cleaning or repairs.

16.3 Lessor shall have a full set of keys to all doors in the leased Property. Notwithstanding anything herein to the contrary, any damage, loss or claim resulting directly or indirectly from Lessor’s loss or possession of said keys shall be the responsibility of Lessor.

16.4 Notwithstanding the foregoing, Lessor shall have a right to inspect the Property at any time if, in its sole discretion, there is an imminent threat to health, safety or welfare.

17. UNUSED PORTION OF LEASED PROPERTY

17.1 The Recovery School District reserves the right to use any unused or vacant portions of the Lease Property not used by Lessor for any purpose not inconsistent with the provisions of La. R.S. 17:1990. Lessor, in its sole discretion, may require Lessee to reconfigure its use of space to maximize the capacity of the Property for educational purposes. In the event that the Lessor uses any portion of the Leased Property during the term of this Lease Agreement, the insurance premiums mandated under this Lease Agreement shall be prorated accordingly.

17.2 In determining unused portions of the Leased Property, the Property for instructional activities will be examined and all student-teacher ratios shall be reasonably related to standard educational objectives. Lessor, in its sole discretion, shall have the option to require Lessee to maintain a maximum class size as defined by La. R.S. 17:151 and R.S. 17:174.

18. LESSOR’S RIGHT OF USE LEASED PROPERTY

Lessor reserves the right to use portion of the leased Property provided that such use shall not interfere with the educational activities of Lessee. Lessor specifically reserves the right of use to any functional kitchen facility in the leased Property. In the event that Lessor exercises this option, the terms of such use shall be specified in a separate Memorandum of Understanding between Lessor and Lessee.

19. DEFAULT ON PAYMENTS

Lessee agrees that failure to make any payments, including payment of utilities or any reimbursements for any services performed to the RSD, as described herein, may result in an agreement between Lessor and Lessee’s chartering authority to withhold equivalent amounts from Lessee’s monthly MFP allocations. Lessor further reserves the right to withhold any funds from Lessee’s monthly MFP allocation in the event Lessor must make any repairs or perform any maintenance required by Lessee under this any service agreements entered into between the RSD Lessee, the Charter Agreement and/or this Lease Agreement.

20. DEFAULT
Each of the following shall be an Event of Default by Lessee under the terms of this Lease Agreement:

a. Failure by Lessee to use the Property for its permitted use.

b. Failure to keep property in a safe and well-maintained condition.

c. Termination, revocation, or adverse modification of the Lessee’s Charter Agreement to operate as a public charter school in Louisiana.

d. Any representation or warranty made by Lessee in this Agreement that shall be false or misleading on the date it was made.

e. Filing of a petition of bankruptcy or insolvency proceedings or for reorganization or for the appointment of a receiver or trustee of all or substantially all of Lessee’s property resulting in Lessee’s ability to meet its obligations.

f. Engaging in, or allowing its employees, contractors, subcontractors or agents to engage in unlawful activities on the leased Property and failing to take immediate action to rectify said illegal activities.

g. Failure to comply with the terms and conditions of this Lease Agreement.

21. **TERMINATION**

21.1 Lessor may terminate this Lease Agreement in the Event of Default by Lessee, provided that Lessee be given, in writing, notice specifying Lessee’s failure and Lessee fails to correct the alleged failure within fifteen (15) days following receipt of the notice specifying the failure.

21.2 In the event Lessee defaults in the performance of any of the terms, covenants, conditions, agreements or provisions contained in this Agreement and Lessor employs attorneys and brings suit in connection with the enforcement of this Agreement or any provision hereof or the exercise of any of its remedies hereunder, then Lessee shall promptly reimburse Lessor for all reasonable attorneys’ fees so incurred.

21.3 Upon termination of this Lease Agreement, Lessee shall vacate the Property, however, Lessee shall remain responsible for any financial obligations of Lessee due under this Lease Agreement that accrue on or prior to the date of the termination of this Lease Agreement.

22. **NON-ASSIGNABILITY**

22.1 No right or interest in this Agreement shall be assigned or delegated to anyone on behalf of the Lessee without the prior written consent of the Lessor. Lessee shall not assign,
transfer, or otherwise encumber this Agreement or all or any of Lessee’s rights or interests in this Agreement, nor shall Lessee sublet any portion of the Property without the prior written consent of Lessor.

22.2 Lessee’s consent to assignment all or any portion of the Property to a third party shall not be construed as either waiving or releasing Lessee from any of its liabilities or obligations under this Agreement as a principal, or as relieving Lessee from the obligations of obtaining Lessor’s prior written consent to any subsequent assignment.

22.3 All restrictions and obligations imposed pursuant to this Agreement on Lessee shall be deemed to extend to any assignee and Lessee shall be responsible for causing such assignee to comply with all the restrictions and obligations. Any assignee shall be deemed to have assumed obligations as if such assignee had originally executed this Agreement and at Lessor discretion, and be subject to the execution of a document confirming such assumption.

22.4 Failure to comply with the provisions of this Section may be grounds for immediate termination of this Agreement.

23. TAXES AND FEES

Lessee shall be responsible for any and all taxes and/or fees that might be due and owing as a result of its operations within the leased Property, and shall be identified under Federal Tax Identification Number ___________________.

24. NOTICE

Any notice required or permitted under this Lease Agreement shall be in writing and shall be effective immediately upon personal delivery, subject to verification of service or acknowledgement of receipt, or three (3) days after mailing via Certified Mail, receipt requested, to the following addresses:

**LESSOR**

Chief of Staff
Recovery School District
1641 Poland Avenue
New Orleans, LA 70117

**LESSEE**

Lessee shall immediately inform Lessor of any changes in personnel or address for the purpose of sending required notices.

25. RIGHT TO AUDIT

Lessee agrees that the Department of Education’s Internal Auditors, the Legislative Auditor of the State of Louisiana, the Office of the Governor, Division of Administration’s
auditors and/or other auditors representing the State or Federal government shall have the option
to audit all accounts or records of Lessee which relate to this Contract. All copies of audits must
be forwarded to the Department’s Internal Audit Section.

26. DISCRIMINATION CLAUSE

Lessee 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

* Federal Executive Order 11246.


* Title IX of the Educational Amendments of 1972.

* Age Act of 1975.


Lessee agrees not to discriminate in its employment practices, and will render services
under this Agreement without regard to race, color, religion, sex, sexual orientation, national
origin, veteran status, political affiliation, or disabilities.

Any intentional acts of discrimination committed by Lessee, or failure to comply with the
above statutory obligations when applicable, shall be grounds for termination of this Lease
Agreement.

27. WAIVER

The Lessor and Lessee 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 non-conforming performance knows of the
nature of the performance and fails to object it. No waiver or breach shall affect or alter this
Agreement but each of the terms of this Agreement shall continue in full force and effect with
respect to any other then existing or subsequent breach thereof. No waiver of any default
hereunder by Lessor shall be implied from any omission by Lessee to take any action on account
of such default if such default persists or is repeated, and no express waiver shall affect any
default other than the default specified in the express waiver for the time and to the extent therein
stated. One or more waivers shall not be construed as a waiver of a subsequent breach of the
same covenant, term or condition.

28. SEVERABILITY
The provisions of this Agreement are severable. Any terms and/or conditions that are deemed illegal or invalid shall not affect any other term or condition of the Agreement.

**29. ENTIRE AGREEMENT**

All terms and conditions agreed upon between the parties are contained herein, and no verbal commitments, except those reduced to writing in this Lease Agreement, have any binding effect. Any amendments to this Lease Agreement must be reduced to writing and signed by both parties.

THUS DONE AND SIGNED on the day, month, and year first written below.

This Lease Agreement is signed in duplicate original.

**DEPARTMENT OF EDUCATION, RECOVERY SCHOOL DISTRICT**

By:  
John White  
Recovery School District  

________________________

Date

Witness

________________________

Date

By:  
Ollie Tyler, Acting State Superintendent of Education  
State Superintendent of Education  

________________________

Date

Witness

________________________

Date

**NAME of CHARTER OPERATOR**

By:  
[Name and Title]  

________________________

Date

Witness

________________________

Date