



F.A.M.E., Inc.

## FAME Board Meeting

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### Date and Time

Saturday April 21, 2018 at 10:00 AM CDT

### Location

Cafeteria, 428 Broadway St., New Orleans, LA 70118

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### Agenda

#### I. Opening Items

Opening Items

- A. Record Attendance and Guests
- B. Call the Meeting to Order
- C. Approve Minutes from FAME Board Meeting on March 17, 2018

#### II. Replication Committee

Replication

- A. Recommendation regarding lease for Gentilly Terrace building.  
Motion to approve Type B lease for Gentilly Terrace site pending removal of Section 7.1.11

#### III. Facility Committee

Facility

**A.** Recommendations regarding Gentilly Terrace Construction

**B.** Recommendation regarding Alcohol Permit for PTO Beautification Day

#### **IV. Finance Committee**

**A.** Recommendation Regarding e-Rate Contract with Cox Communications

Motion to approve e-Rate Contract with Cox Communications for Internet and Phone Services for all campuses

**B.** Recommendation Regarding e-Rate Contract ICT (Equipment)

Motion to approve the e-Rate Contract for ICT for purchase of technological equipment and services at all campuses.

**C.** Recommendation Regarding e-Rate Contract ICT (Monthly Service Fee)

Motion to approve a contract with ICT for monthly technical support

**D.** Recommendation Regarding Crescent City Capital -Sale of Historic Tax Credits for Gentilly Terrace

Motion to approve a contract to hire Crescent City Capital to represent Audubon in the sale of historic tax credits stemming from the renovation of the Gentilly Terrace school site.

**E.** Recommendation Regarding Facility Renovation Loan with Whitney Bank

Motion to approve a contract with Whitney Bank to provide financing of up to \$4 million for renovations to Gentilly Terrace School site pending clarification of the adjustable interest rates for initial, interest only portion of loan.

#### **V. Governance Committee**

**A.** Recommendation Regarding Approval of Complaint Appeal Policy

Motion to approve the complaint appeal policy.

**B.** Recommendation to Establish Parent Council

Motion to approve the establishment of a Parent Council to select Board representation.

#### **VI. Finance Report**

Finance

**A.** Financial Statement for March 2018

**B. 2018-2019 Budget (DRAFT-Information Item)**

Information Item-Draft of the proposed 2018-2019 budget for Audubon Schools. The Budget Hearing will be held on May 19, 2018 beginning at 9am. Final approval of the budget is scheduled for May 19, 2018 during the General Board Meeting at 10am. The Budget will be available in the Administrative Office of the school (428 Broadway, 2nd Floor) for review beginning 10 days prior to the budget hearing.

**VII. CEO Report**

**A. CEO Report**

**B. PTO President's Report**

**VIII. Board on Track Training**

**A. Training and Introduction to Board on Track program.**

**IX. Closing Items**

**A. Announce next FAME Board Meeting**

May 19, 2018

**B. Adjourn Meeting**

## Coversheet

### Approve Minutes from FAME Board Meeting on March 17, 2018

<b>Section:</b>	I. Opening Items
<b>Item:</b>	C. Approve Minutes from FAME Board Meeting on March 17, 2018
<b>Purpose:</b>	Approve Minutes
<b>Submitted by:</b>	
<b>Related Material:</b>	March 17, 2018 FAME_ Board Meeting_minutes DRAFT.pdf

March 17, 2018

# FAME Board Meeting Minutes

## AUDUBON CHARTER SCHOOL (ACS)

- I. The FAME Board meeting was called to order at 10:02 a.m. by Board Chair Erica Murray with a quorum present

## II. Roll Call

Name	Term Expiration Date	Present/Absent
<b>FAME Board</b>		
Eva Alito, Board Secretary	2018	Present
Derek Bardell	2019	Absent
Brendan Connick	tbd	Absent
Ramona Fernandez	tbd	Present 10:05
Paul Jacob	na	Absent
Javier Jalice	2018	Present 10:33
Rachel Van Voorhees Kirschman	tbd	Present
Byron Lilly	na	Present
Erica Murray, Board Chair	2018	Present
Dorcas Omojola	2018	Present
Melissa Russell	tbd	Present 10:09
Calvin Tregre, Treasurer	2017	Present
Vincent Sciamia, French Consul General	na	Absent
<b>Administration</b>		
Justin Anderson	na	Present
Latoye Brown	na	Present
Monique Butler	na	Present
Adrienne Collopy	na	Present
Alisa Dupre	na	Absent
Melissa Forcier	na	Present
Ann Francois	na	Present
David LaViscount	na	Present
Jalita Shandar	na	Present
Lynn Spearman	na	Present

- III. The Agenda for the March 17, 2018 meeting was approved by the Board.

Motion: Mr. Tregre

Second: Ms. Kirschman

Yea: E. Alito, R. Kirschman, B. Lilly, E. Murray, D. Omojola, C. Tregre

Nay: none

Abstentions: none

- IV. The Board approved the Meeting Minutes for February 24, 2018.

Motion: Mr. Tregre

March 17, 2018

FAME Board Meeting Minutes

Second: Ms. Kirschman

Yea: E. Alito, R. Kirschman, B. Lilly, E. Murray, D. Omojola, C. Tregre

Nay: none

Abstentions: none

- V. The following resolution for Merrill Lynch investment account was passed by the Board:  
*There shall be two authorizing signatures for withdrawal from the Merrill Lynch investment accounts by the following individuals: Ms. Latoye Brown, CEO and Mr. Calvin Tregre, FAME Board Treasurer. Mr. Justin Anderson, CFO is an authorized representative on the Merrill Lynch investment account.*  
Motion: Mr. Tregre  
Second: Ms. Kirschman  
Yea: E. Alito, R. Fernandez, R. Kirschman, B. Lilly, E. Murray, D. Omojola, M. Russell, C. Tregre  
Nay: none  
Abstentions: none
- VI. Review of proposed Bylaw revisions was postponed to a later date.
- VII. The Financial Report for February 2018 was presented by Mr. Justin Anderson.
- VIII. The CEO, Ms. Latoye Brown, delivered her report including a review of the lease from OPSB for the Gentilly Terrace building which will presented to the Board for approval in April of 2018.
- IX. The PTO President, Ms. Liz Dunnebacke, presented the PTO Report.
- X. The Board on Track was postponed to FAME Board meeting in April 2018.
- XI. The FAME Board Meeting was adjourned at approximately 10:45 am.  
Motion: Mr. Jalice  
Second: Ms. Fernandez

## Coversheet

### Recommendation regarding lease for Gentilly Terrace building.

**Section:** II. Replication Committee  
**Item:** A. Recommendation regarding lease for Gentilly Terrace building.  
**Purpose:** Vote  
**Submitted by:** Dr. Murray-Boseman  
**Related Material:** Facilities Lease Template - Type B (FINAL).pdf  
Signatory\_Resolution\_Lease\_\_Audubon\_Gentilly\_revised.pdf  
Recommendation for Type B Lease (Replication).pdf

#### BACKGROUND:

The Type "B" Lease was presented to the Board of Directors at the March 2018 FAME Board meeting; however, questions surrounding the language was questioned and the Replication Committee was tasked to gathered additional information.

#### RECOMMENDATION:

It is the recommendation of the Replication Committee to proceed with the execution of the Type B Lease for the Gentilly Terrace Building.

**ORLEANS PARISH SCHOOL BOARD  
CHARTER SCHOOL FACILITIES LEASE  
(FOR “TYPE B” FACILITIES)**

This Facilities Lease (“Agreement”) is entered into by and between the ORLEANS PARISH SCHOOL BOARD, a political subdivision of the State of Louisiana, herein represented by [OPSB PRESIDENT], its President, duly authorized (“OPSB” or “Lessor”), located at 3520 General de Gaulle Drive, Suite 5055, New Orleans, Louisiana 70114 and [NAME OF NONPROFIT], a Louisiana Non-profit Corporation (hereinafter “Charter Operator” or “Lessee”), herein represented by [NAME OF BOARD CHAIR], duly authorized, located at [ADDRESS OF NONPROFIT] on behalf of [NAME OF SCHOOL] (hereinafter “Charter School”). OPSB and Charter Operator are each referred to singularly as “Party” and collectively as the “Parties.”

**RECITALS**

WHEREAS, pursuant to La. R.S. § 17:3982, OPSB shall make available to chartering groups, for lease or purchase up to fair market value, any school facility or other immovable property, whether improved or unimproved, that is owned by OPSB and that is vacant or slated to be vacant; and

WHEREAS, OPSB is the owner of the [FACILITY NAME], located at [ADDRESS]; and

WHEREAS, OPSB intends to lease those portions of the facility (“the “Premises”), as set forth in Exhibit A to this Agreement, to Charter Operator, and Charter Operator desires to lease the Premises from OPSB for purposes of operating Charter School;

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained herein and for other good and lawful consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. INCORPORATION BY REFERENCE**

- 1.1. The OPSB Facility Procedures Handbook shall be incorporated into this Agreement by reference.

**2. PREMISES**

- 2.1. OPSB hereby leases to Charter Operator the Premises, (as more particularly described in Exhibit “A”), upon the terms and conditions hereinafter set forth.
- 2.2. Except as may otherwise specifically be set forth in this Agreement, Charter Operator accepts the Premises in its “as-is” condition, that is, the condition or state in which the Premises exists at the beginning date of this Agreement, without representations or



warranties of any nature whatsoever as to the condition of the Premises for its intended purposes, and OPSB shall have no obligation to alter, repair, remodel, decorate, clean or improve the Premises or any portion thereof.

- 2.2.1. For facilities returned from a prior governing authority, OPSB shall make good-faith efforts to ensure that any written repair obligations made by the prior governing authority to Charter Operator are completed by the prior governing authority.
- 2.3. Lessee has had a full opportunity to inspect the condition and nature of the property.
  - 2.3.1. Prior to occupancy of the Premises by Lessee, representatives from OPSB and from Charter Operator shall perform an inspection of the Premises, in accordance with the OPSB Facility Procedures Handbook. Lessor shall submit a building inspection report to Lessee within sixty (60) days of occupancy, in accordance with the process outlined in the OPSB Facility Procedures Handbook. The building inspection report does not diminish Lessee's obligation to take ordinary care to protect, preserve the Premises nor does it obviate Lessee's sole and complete obligation to maintain, repair, and replace any and all parts of the Premises, as necessary.
- 2.4. Upon reasonable notice to Lessee, OPSB may move Charter School to another facility as deemed necessary, taking into consideration such factors as building capacity, design alignment with grade levels served by Charter School, projected enrollment, program-specific needs, and community support and participation. OPSB recognizes the disruption to students and families when schools are relocated and commits to moving Charter School only in critical circumstances. OPSB shall make available only those facilities that it reasonably believes are safe and ready for occupancy.
- 2.5. **Shared Occupancy.** Two or more schools may be placed on said Premises if the school campus capacity allows for such placement, in which event Charter Operator 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 OPSB.
  - 2.5.1. If two or more schools are housed in the leased Premises, a separate Memorandum of Understanding shall be entered into between the co-located schools setting forth specific terms as to the use of the space and division of responsibilities for maintenance and payment of services. OPSB shall work with the co-located schools to help all parties arrive at a mutually beneficial agreement.

### 3. TERM

- 3.1. This term of this Agreement shall commence on July 1, [YEAR] and terminate on June 30, 2021, unless otherwise terminated for any reason permitted under any provision of this Agreement or the law. OPSB may extend the term of this Agreement for one (1) year

following the initial term by giving written notice to Charter Operator at least one hundred eighty (180) days before the end of the term.

- 3.2. The Parties acknowledge that a new lease shall be provided at the end of the term of this Agreement for the remaining term of Charter Operator's operating agreement.

#### **4. PAYMENT**

- 4.1. In consideration of the use of the Premises as set forth above, Charter Operator covenants and agrees to pay OPSB a Use Fee and participate in OPSB's Per Pupil Unit Cost Program (hereinafter "Unit Cost Program"), as outlined in Section 4.1.2. The Use Fee shall be the per pupil share of the actual costs of property, boiler and machinery, terrorism, disaster management and flood insurance of all OPSB-controlled school facilities participating in the Unit Cost Program, including any insurance brokerage fee, unrelated to recovery of capital costs or depreciation that would be recovered in a traditional lease relationship.
  - 4.1.1. The Use Fee shall be calculated and invoiced annually and paid by Charter Operator in equal installments over a 12-month fiscal year, through deduction from Charter Operator's monthly MFP allocation, commencing July 1, [YEAR]. OPSB shall annually notify Lessee of the Use Fee for the subsequent school year (beginning July 1) no later than May 31, and shall promptly inform Lessee if any adjustments have made.
  - 4.1.2. In determining the Use Fee, OPSB shall divide the total cost of property, boiler and machinery, terrorism, disaster management and flood insurance for all OPSB-controlled school facilities participating in the Unit Cost Program by the student enrollment at said facilities, to provide one per pupil cost (hereinafter "Unit Cost"). The Use Fee shall be equal to the Unit Cost multiplied by the number of students enrolled on the Premises. The initial student enrollment number shall be determined each year using the February first student count or the enrollment projections for the subsequent school year if the school has added grades. The student enrollment number shall be reviewed and adjusted accordingly after OPSB receives an updated October first student count.
- 4.2. The Use Fee may be adjusted annually based on the increase or decrease in the actual cost of property, boiler and machinery, terrorism, disaster management and flood insurance, or the number of students enrolled on the Premises as per Section 4.1.2. The parties shall work collaboratively to reduce risk and other factors to reduce insurance costs. If OPSB is able to reduce the actual cost of property, boiler and machinery, terrorism, disaster management and/or flood insurance at any point during a policy year, Lessee shall receive the benefit of such adjustment.
- 4.3. The Use Fee shall not operate as a reduction in the capital outlay or debt service exclusion to the local revenues calculation provided for in La. R.S. § 17:3995(A)(1)(c).

## 5. OPERATING EXPENSES

5.1. Lessee shall be responsible for taking ordinary care to protect and preserve any and all parts of the Premises that Lessee, its employees, officers, agents, representatives, contractors, or invitees may traverse incidental to the use of the Premises and shall be responsible for and shall pay for all of the expenses, costs and disbursements of every kind or character incurred in the management, operation and maintenance of the Premises, unless otherwise set forth in this Agreement or agreed to in writing by the Parties.

5.1.1. Charter Operator shall directly establish accounts with utility or service providers and make payments in a timely manner directly to that provider.

5.1.1.1. In the event that OPSB receives any bills from utility or service providers due to Charter Operator's failure to timely make payment, OPSB shall promptly forward said bills to Charter Operator for payment. Should Charter Operator fail to pay such bills within thirty (30) days of receipt from OPSB, OPSB may withhold the amounts owed from Charter Operator's monthly MFP allocation and submit payment to the provider.

5.1.1.2. OPSB shall not be liable to Charter Operator for damages or otherwise if any utility or other service, including but not limited to water, gas, electric, sewer or telephone, is interrupted or terminated due to Charter Operator's nonpayment or any other cause beyond the control of OPSB.

## 6. BUILDING MAINTENANCE AND MODIFICATIONS

6.1. **Maintenance.** Maintenance is an action that is regularly performed to keep the Premises in efficient operating condition and lessen the likelihood of equipment failure.

6.1.1. Lessee shall be responsible for the provision of all maintenance, regardless of cost, in accordance with the maintenance provisions of OPSB Policy HD, *Charter School Facilities Management*, and the OPSB Facility Procedures Handbook.

6.1.2. Only the equipment that is approved to be permanently decommissioned is excluded from ongoing maintenance requirements. A list of any and all equipment that Lessee requests to be permanently decommissioned by OPSB shall be submitted to Lessor for approval in accordance with the OPSB Facility Procedures Handbook.

6.1.3. Lessor shall provide the following written information and documents to Lessee within a reasonable time after Lessor obtains possession of said information and documents:

6.1.3.1. Copies, either hard copies or electronic copies, of any existing floor plans, user manuals, warranties and their requirements, maintenance manuals and procedures lists, and related documents applicable to the maintenance of the premises;

- 6.1.3.2. Copies of existing AHERA Asbestos Management Plans, which shall include either the most recent surveillance and inspection reports for existing, previously occupied buildings, or certifications of non-use of Asbestos-Containing Materials for newly constructed buildings;
- 6.1.3.3. Copies of any municipal zoning provisos for the use and occupancy of the premises as required by the City Planning Commission, the Board of Zoning Adjustments, the New Orleans City Council, or other agency during the permitting process for the construction of the premises; and
- 6.2. **Repairs.** A repair is an action that restores the property to its previous condition rather than improving the quality of the property.
  - 6.2.1. Charter Operator shall be responsible for payment for all repairs to the Premises – both major and minor, including, without limitation, structural repairs and replacements that may become necessary during the term of the lease – regardless of cost, in accordance with OPSB Policy HD, *Charter School Facilities Maintenance*, and the OPSB Facility Procedures Handbook provisions governing repairs to the Premises. Any damage caused by Lessee, Lessee’s employees, agents, representatives, contractors, or invitees shall be repaired at Lessee’s sole expense, regardless of cost.
  - 6.2.2.
- 6.3. **Alterations.** An alteration is work that involves the physical construction, alteration or improvement to the Premises and includes, but is not limited to, *capital improvements* as defined in OPSB Policy HD.
  - 6.3.1. Lessee shall not make any temporary or permanent alterations to the Premises without the full knowledge and formal, written consent of OPSB. Any such alterations initiated by Lessee, with Lessor’s approval, shall be paid for solely by Lessee. All facility alterations undertaken by Charter Operator shall be made in accordance with OPSB Policy HD and the OPSB Facility Procedures Handbook. Notwithstanding the provisions of Policy HD, Lessee shall not be eligible to request or receive any allocation of OPSB capital funds toward alterations to the Premises. OPSB Policy FJ, *Orleans Parish School Facilities Preservation Program*, shall not apply under this Agreement, and the Premises shall not be eligible for any School Facility Preservation Program funds.
  - 6.3.2. All changes, alterations, or installations to the Premises shall become the property of Lessor, regardless of the source of funds for making same, unless the Parties agree otherwise in writing.
  - 6.3.3. If alterations are made to the Premises without prior written authorization from OPSB, Charter Operator shall be responsible for restoring the Premises to its original condition

at its sole expense. If Charter Operator fails to remove the alterations, OPSB may remove the alterations at Charter Operator's expense.

6.4. **Non-compliance.** Instances of non-compliance with Section 6 of this Agreement shall be governed by the Issue Resolution Process outlined in the OPSB Facility Procedures Handbook, which shall provide for notice of breach and a period to remedy.

6.4.1. If Lessee fails to make the necessary maintenance, cleaning, or repairs within the time allotted in a Corrective Action Plan, Lessor may correct the deficiency and withhold the costs from Charter Operator's monthly MFP allocation. The amount withheld shall be equal all costs incurred by Lessor.

## 7. CHARTER OPERATOR COVENANTS.

7.1. Charter Operator covenants at all times during the Term and such further time as Charter School occupies the Premises as follows:

7.1.1. To use the Premises exclusively for Charter School and related educational and community programs, in accordance with state law and OPSB Policy KF, *Use of School Facilities*, and for no other purposes;

7.1.2. To keep the Premises in good working order and in safe and sanitary condition, ordinary wear and tear excepted, all in accordance with the requirements of La. R.S. § 17:3996;

7.1.3. To be bound by the applicable provisions of OPSB Policy HD, *Charter School Facilities Management*, and the OPSB Facility Procedures Handbook, including any revisions that occur during the term of this Agreement;

7.1.4. To apply for, secure, maintain and comply with all licenses or permits which may be required for the conduct by Charter School of the business herein permitted to be conducted in the Premises and to pay, if and when due, all license and permit fees and charges of a similar nature in connection therewith;

7.1.5. To perform all work in the Premises in a good and workmanlike manner, employing materials of good quality and in compliance with all governmental requirements. All work performed on the Premises shall be accomplished only by qualified contractors hired in accordance with applicable Louisiana Public Bid Laws. Charter Operator shall provide insurance certificates evidencing that the contractors and subcontractors performing such work have in full force and effect adequate insurance as required by the laws of the State of Louisiana, and public liability and builders risk insurance in such amounts and according to terms reasonably satisfactory to OPSB, and OPSB shall be provided with a copy of a satisfactory Performance and Payment Bond for every contract with a construction value over \$100,000.

7.1.6. To permit OPSB or OPSB's agents, with reasonable notice, to enter the Premises for the purpose of inspecting the same, of making repairs, additions or alterations thereto

and of showing the Premises to prospective purchasers or lenders and, during the last six (6) months of the Term, to prospective charter schools and other persons having a legitimate interest in inspecting the same. Notwithstanding the foregoing, Lessor shall have a right to inspect the Premises at any time, in its sole discretion, if there is an imminent threat to health, safety or welfare.

- 7.1.7. To promptly comply with: (i) all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state, municipal and local governmental departments, commissions, boards and officers with respect to the Premises; (ii) all orders, rules and regulations of the National Board of Fire Underwriters, all Orleans Parish inspections, appropriate Ratings Bureau(s), the local Board of Fire Underwriters, or any other body or bodies exercising similar functions, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Premises; (iii) all insurance policies and the recommendations of all insurance inspections and insurance carriers with respect thereto at any time in force with respect to the Premises or any part thereof; and (iv) all present or future policies and procedures for the use and occupancy of the Premises as OPSB, in its discretion, from time to time promulgates.
- 7.1.8. To establish and maintain security measures appropriate to reasonably protect the Premises, individuals present at the Premises, and the personal property located thereon.
- 7.1.9. Not to: (i) assign, transfer, hypothecate, mortgage, encumber, or convey this Agreement or any interest under it or subject or permit any lien or charge to exist upon this Agreement or any interest under it; (ii) allow any transfer of, or any lien upon, Charter Operator's interest in this Agreement by operation of law or otherwise; or (iii) sublet the Premises in whole or in part, unless with the express permission of OPSB. This subsection shall not preclude temporary use by third parties in accordance with OPSB Policy KF, *Use of School Facilities*.
- 7.1.10. Not to suffer any mechanics', laborers' or materialmen's liens to be filed against the Premises or any portion thereof or any interest therein by reason of any work, labor, services performed at, or materials furnished to, or claimed to have been performed at, or furnished to, the Premises by or at the direction or sufferance of Charter Operator or anyone holding the Premises by, through or under Charter Operator.
- 7.1.11. To establish and maintain a capital fund reserve in an amount not less than 5% of the total replacement value of the premises as determined by OPSB.

## **8. CONTENTS PROVIDED BY LESSOR**

- 8.1. OPSB may provide the contents, including but not limited to furniture, fixtures, and equipment, in the Premises. Ownership of the contents shall remain with OPSB, and such contents do not constitute assets of Charter Operator.

- 8.1.1. All included contents owned by OPSB with an original purchase price greater than \$5,000 shall be included in an inventory that Charter Operator and OPSB staff shall jointly verify when Charter School takes occupancy and moves out of the Premises, and shall be verified annually as part of the inspection process.
- 8.1.2. Charter Operator shall protect and preserve all contents belonging to OPSB and shall be responsible for replacing missing items, unless replacing missing items would require filing a claim with OPSB-procured insurance or items have been taken out of service in accordance with the procedures set forth in the Facility Procedures Handbook.

## **9. LESSOR'S ACCESS AND RIGHT OF USE**

- 9.1. Lessor shall have a full set of keys to all doors in the Premises, except for the testing materials storage room. 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.
- 9.2. Lessor shall allow the use of the Premises as a voting precinct when the parish governing authority requires it, pursuant to La. R.S. § 18:533(B)(1).
- 9.3. Lessor reserves the right to use the Premises as a city shelter in the event of an emergency. The terms of such use shall not interfere with the operation of Charter School. .

## **10. DEFAULT**

- 10.1. Each of the following shall be an Event of Default by Charter Operator under the terms of this Agreement:
  - 10.1.1. Failure to use the Property for its permitted use.
  - 10.1.2. Repeated and/or egregious failure to keep property in a safe and well-maintained condition.
  - 10.1.3. Termination, revocation, or adverse modification of Charter Operator's Charter School Operating Agreement to operate as a public charter school in Louisiana.
  - 10.1.4. Any representation or warranty made by Charter Operator in this Agreement that shall be false or misleading on the date it was made.
  - 10.1.5. Filing of a petition of bankruptcy or insolvency proceedings or a petition for reorganization or for the appointment of a receiver or trustee of all or substantially all of Charter Operator's property resulting in Charter Operator's inability to meet its obligations.
  - 10.1.6. Engaging in, or allowing its employees, contractors, subcontractors or agents to engage in unlawful activities on the Premises and failing to take action within 24 hours of knowledge of the situation to rectify said illegal activities.



10.2. In the Event of Default by Charter Operator, Charter Operator shall have thirty (30) days after OPSB has notified Charter Operator by written notice of such default, either to remedy such default or in the case of a default which cannot be remedied within thirty (30) days to commence and be diligently pursuing all necessary action to remedy such default. In the event that Charter Operator has neither remedied nor commenced and diligently pursued a remedy, OPSB shall have the right to (i) cure the default at Lessee's expense, in which case the cost of effecting such cure shall be due and payable within ten (10) days after receipt of an invoice for same from OPSB, and/or (ii) terminate this Agreement by providing Charter Operator at least sixty (60) days' advance written notice.

10.2.1. In the event that OPSB cures the default and Lessee fails to pay the cost of such cure within ten (10) days after receipt of an invoice for the same, OPSB may withhold the cost from Charter Operator's monthly MFP allocation.

## 11. TERMINATION

11.1. Notwithstanding the foregoing, if the Charter School Operating Agreement is revoked, not renewed or otherwise terminated for any reason set forth in the Operating Agreement, or if Charter School otherwise ceases to operate for any reasons other than those set forth in Section 11.5 herein, this Agreement shall terminate on the date said Charter School Operating Agreement is revoked or on the date Charter School so ceases to operate.

11.2. Charter Operator may, at any time, terminate this Agreement upon sixty (60) days' written notice, to locate its school in a non-OPSB facility, provided that the non-OPSB facility complies with all applicable state, federal or local laws and regulations governing health and safety. In the event that Charter Operator exercises this right under this Subparagraph, Lessee shall remain responsible for any and all costs associated with the Premises, including, but not limited to utility, service, and routine maintenance contract charges, as well as any damage incurred to the property beyond normal wear and tear, that accrue on or prior to the agreed upon termination date, or until another lessee moves into the Premises.

11.3. Upon termination of this Agreement, by lapse of time or otherwise, Charter School shall remove from the Premises any and all of its personal properties, supplies, and equipment of all kinds. Charter Operator shall deliver the Premises, upon termination, in as good a state or condition as or in the same condition as originally delivered, less reasonable use and wear.

11.4. Notwithstanding anything to the contrary in this Agreement, the Parties may jointly elect to terminate this Agreement effective June 30<sup>th</sup> of any year of the Term.

11.5. **Casualty and Condemnation.** If the Premises are made unusable by fire, flood or other casualty, or taken by any governmental entity pursuant to its power of eminent domain, the Parties agree to the following:



- 11.5.1. OPSB and Charter Operator may elect to coordinate in reasonable efforts to locate another OPSB-controlled building out of surplus, if any, for Charter School to continue operations; or
- 11.5.2. Either OPSB or Charter Operator may elect to terminate this Agreement as of the date of the fire or flood or other casualty or the actual taking by eminent domain, by notice to the other party within thirty (30) days after the date of the fire or other casualty, or in the case of eminent domain, by notice delivered as soon as reasonably possible after a party receives notice or otherwise becomes aware of such proceedings. If there is any award or payment by the condemning governmental entity, Charter Operator shall not be entitled to any portion thereof. OPSB agrees to promptly notify Charter Operator if it receives any notice of proposed taking by a governmental entity pursuant to eminent domain.

## **12. HAZARDOUS MATERIALS**

- 12.1. 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.*).
- 12.2. 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 Premises 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, any educational materials necessary for science lab courses, 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 of any Hazardous Materials to the soil or groundwater of the Premises.
- 12.3. Lessee shall promptly notify Lessor, 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 Premises. 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 Premises or compliance with Environmental Laws. Lessee shall promptly 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.

- 12.4. 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:
- 12.4.1. any misrepresentation, inaccuracy or breach of any warranty, covenant or agreement contained or referenced to in this Section committed by Lessee except in such circumstance where asbestos is released through no fault of Lessee; or
  - 12.4.2. any violation by Lessee of any Environmental Law.
- 12.5. 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.
- 12.6. The provisions of this Section shall be in addition to any and all obligations and liabilities Lessee may have to Lessor and shall survive expiration or earlier termination of this Agreement.

### **13. INSURANCE & LIABILITY**

- 13.1. Charter Operator shall obtain and maintain, at all times during the Term, the following insurance, against all claims made by or on behalf of any persons, firm or corporation, arising from, related to, or connected with the conduct and operation of Charter Operator's business in the Premises, including, but not limited to, the following minimum limits set forth below:

- 13.1.1. Commercial General Liability: \$1,000,000.00 per occurrence; \$2,000,000 general aggregate;
- 13.1.2. Educators Legal Liability Insurance and Directors & Officers Insurance: \$1,000,000.00 per occurrence/annual aggregate, subject to a maximum deductible not to exceed \$100,000.00 per claim;
- 13.1.3. Business Automobile Insurance covering all owned, hired, and non-owned vehicles: \$1,000,000.00 combined single limit;
- 13.1.4. Workers' Compensation: as required by state law with statutory limits and also minimum Employers Liability limits of \$1,000,000;
- 13.1.5. Damage to Premises Rented to You coverage with limits not less than \$300,000; and
- 13.1.6. Legal Liability ISO coverage form CP 0040 1012 with limits not less than \$100,000.
- 13.2. Charter Operator shall provide duly executed certificates evidencing such types and limits of insurance (which shall evidence the insurer's waiver of subrogation of general liability, auto, and workers' compensation claims against OPSB and provide that notice of cancellation shall be provided to OPSB in accordance with policy provisions.) Such certificates shall be deposited with OPSB's Office of Risk Management on or before the Commencement Date of this Agreement and upon renewals of such policies, not less than thirty (30) days following renewal of the policy.
- 13.3. Any and all companies providing insurance required by this Agreement must be licensed to do business in the State of Louisiana and must meet the minimum financial security requirements as set forth herein. Companies providing insurance under this Agreement must have a current A. M. Best's Rating not less than A- and an A.M. Best's Financial Size Category not less than VI.
- 13.4. OPSB shall be named as an Additional Insured for ongoing and completed operations under the commercial general liability insurance and as an Additional Insured for business automobile insurance required by this Agreement. Confirmation of this shall appear on all Certificates of Insurance and by endorsement to any and all applicable policies.
- 13.5. OPSB shall maintain casualty all risk property damage, including wind, contents, equipment breakdown and flood insurance for the Premises in accordance with OPSB's policies and procedures.
- 13.6. In the event that damage occurs to the Premises:
  - 13.6.1. Charter Operator shall be responsible for all costs and expenses relating to such damage to the extent such damage is caused by the negligence of Charter Operator, its employees or agents and such damage is not covered by OPSB insurance policies;
  - 13.6.2. Charter Operator shall be responsible for \$10,000 per occurrence for any loss covered by OPSB insurance policies, unless the actual cost of the deductible is less than \$10,000

in which instance Charter Operator shall be responsible for the cost of the actual deductible;

- 13.6.3. OPSB shall be responsible for all costs and expenses relating to any damage not caused by the negligence of Charter Operator, its employees or agents and any insured damage to the Premises covered by OPSB insurance policies, following application of the deductible described in Section 13.6.2, which is due and payable by Charter Operator to OPSB.
- 13.7. Whenever (a) any loss, cost damage or expense resulting from fire, flood, explosion or any other casualty or occurrence is incurred by either of the parties to this Agreement or anyone claiming by, through or under them in connection with the Premises and (b) such party is then either covered in whole or in part by insurance (or self-insurance) with respect to such loss, cost, damage or expense, or required under this Agreement to be so insured (or self-insured), then the party so insured (or so required or self-insured) hereby releases the other party from any liability said other party may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance or self-insurance (or which could have been recovered, had insurance been carried as so required) and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, provided that such release of liability and waiver of the right to subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof (provided that in the case of increased cost the other party shall have the right, within thirty (30) days following written notice, to pay such increased cost thereupon keeping such release and waiver in full force and effect).
- 13.8. Charter Operator shall promptly report to OPSB any and all pending or threatened claims or charges that may trigger the OPSB insurance coverages listed in Section 13.5, and promptly provide OPSB's general counsel and risk manager with all notices of such claims, cooperate fully with OPSB in the defense of any such claims asserted against OPSB, its board members, agents or employees arising from or related to the operation of Charter School, and comply with the defense and reimbursement provisions of OPSB's and Charter Operator's applicable insurance policies.
- 13.9. Indemnification and Disclaimer of Liability.
  - 13.9.1. The Parties agree that OPSB does not assume liability for any loss or injury resulting from the acts or omissions of Charter Operator, its directors, trustees, agents, or employees.
  - 13.9.2. Charter Operator acknowledges that it is without authority to extend the faith and credit of OPSB to any third party. Charter Operator shall clearly indicate to vendors and other entities and individuals that the obligations of Charter Operator under agreement or contract are solely the responsibility of Charter Operator and are not the responsibility of OPSB.

- 13.9.3. Charter Operator shall defend, indemnify, and hold harmless OPSB and 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 OPSB arising out of any action of Charter Operator, its employees, agents or assigns, except when caused in whole or in part by the wanton, willful or intentional acts of OPSB. The provisions or limits of insurance required under this Agreement shall not limit the liability of Charter Operator.
- 13.9.4. OPSB shall defend, indemnify, and hold harmless Charter Operator and 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 Charter Operator arising out of any action of OPSB, its employees, agents, or assigns, except when caused in whole or in part by the wanton, willful or intentional acts of Charter Operator. The provisions or limits of insurance required under this Agreement shall not limit the liability of OPSB.
- 13.9.5. This Agreement is not an employment contract. No officer, employee, agent, or subcontractor of Charter Operator is an officer, employee, or agent of OPSB.
- 13.9.6. OPSB shall not be liable for any debts or financial obligations of Charter Operator incurred pursuant to this Agreement.
- 13.9.7. Charter Operator shall not be liable for the debts or financial obligations of OPSB.

#### **14. AGREEMENT CONSTRUCTION**

- 14.1. **Entire Agreement.** The Parties intend this Agreement, including all incorporated documents, attachments and exhibits, to represent a final and complete expression of their agreement, which shall be considered the Agreement. 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.
- 14.2. **Authority.** The individual officers, agents and employees of the parties hereto who execute this Agreement do hereby individually represent and warrant that they have full power and lawful authority to execute this Agreement and perform the transactions contemplated hereunder, on behalf of and in the name of their respective principals and/or employers.
- 14.3. **Notice.** 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:

**Orleans Parish School Board:**

**Charter Board:**

President  
Orleans Parish School Board  
3520 General de Gaulle Dr.  
Suite 5055  
New Orleans, LA 70114

With copy to:  
Superintendent  
3520 General de Gaulle Drive  
Suite 5055  
New Orleans, Louisiana 70114

And copy to:  
General Counsel  
3520 General de Gaulle Drive  
Suite 5055  
New Orleans, Louisiana 70114

President  
[Non-profit Corporation]

With copy to:  
[Charter Board Counsel]

- 14.4. **Waiver.** The failure of either party 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.
- 14.5. **Assignment.** No right or interest in this Agreement may be assigned by anyone on behalf of Charter Operator without prior written approval of OPSB and delegation of any contractual duty of Charter Operator shall not be made without prior written approval of OPSB, which approval may be given or withheld at the sole discretion of OPSB.
- 14.6. **Applicable Law.** 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.
- 14.6.1. The Parties intend that where this Agreement references federal or state laws, state regulations and OPSB policy and procedures, that they be bound by any amendments to such laws, regulations and policies and procedures upon the effective date of such amendments.
- 14.6.2. Charter Operator shall comply with all federal and state laws and regulations that are applicable to charter schools.
- 14.7. **Venue.** Parties agree that the Civil District Court for the Parish of Orleans, State of Louisiana, and the United States District Court, Eastern District Louisiana, shall be the exclusive venues for any suit, action, or proceeding pertaining to this Agreement.
- 14.8. **Severability.** 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.

- 14.9. **Third Parties.** The enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to OPSB and 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.
- 14.10. **Counterparts; Electronic Signatures; Signature by Facsimile.** The Agreement may be signed in counterparts, which shall together constitute the original Agreement. Electronic signatures and signatures received by facsimile by either of the parties shall have the same effect as original signatures.
- 14.11. **Amendment.** The Parties recognize that amendments to this Agreement may be approved from time to time hereafter.
- 14.12. **Relationship of the Parties.** Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto or any other relationship other than the relationship of OPSB and Charter Operator.
- 14.13. **Title.** OPSB's title to the Facilities and Premises is and shall always be paramount to the rights of Charter Operator, and nothing herein contained shall empower Charter Operator to do any act which can, shall or may encumber the title of OPSB.

IN WITNESS WHEREOF, the Parties have made and entered into this Agreement as of the Effective Date.

**ORLEANS PARISH SCHOOL BOARD**

**[CHARTER OPERATOR]**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Print Name:

Print Name: \_\_\_\_\_

Title: President

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT “A”**  
**PREMISES**

BUILDING DESCRIPTION	ADDRESS



## Resolution Authorizing Signatory

**The Board of Directors of French and Montessori Education, Inc. (FAME, Inc.), hereby**

**RESOLVES THAT** French and Montessori Education, Inc. (“FAME”) enter into Facilities Lease Agreements (the “Agreements”) with the Orleans Parish School Board (“OPSB”).

**RESOLVES FURTHER** that **Dr. Erica A. Murray-Boseman**, Chairman, French and Montessori Education, Inc. Board of Directors, is hereby authorized and directed for and on behalf of FAME and Audubon Charter School, and in its name, to sign/execute and submit all the necessary contracts, papers, letters, agreements, documents, writings, etc. to be submitted by Audubon Charter School to the Orleans Parish School Board and Board of Elementary and Secondary Education as may be required to execute the **Facilities Lease Agreements Type B for the Gentilly site**, said documents to contain all such terms and conditions as **Dr. Erica A. Murray-Boseman** shall in her sole and unrestrained discretion deem to be responsive to the intent of these resolutions or anyone of them and that **Dr. Erica A. Murray-Boseman’s** execution and delivery of said Agreement shall conclusively evidence the consent of FAME and the authority of **Dr. Erica A. Murray-Boseman**.

**RESOLVES FURTHER THAT** a copy of the above resolution duly certified as true by designated director/ authorized signatory of FAME, Inc. be furnished to the Orleans Parish School Board and Board of Elementary and Secondary Education as required.

### CERTIFICATE

This is to certify that the above is a full, complete, true and correct copy of the resolutions adopted by the Board of Directors of French and Montessori Education, Inc. organized under the laws of the State of Louisiana, at a meeting duly called, convened and held on April 21, 2018. I certify, a quorum being present, and that said resolutions are duly entered upon the Minute Book of said corporation and are now in full force and effect of this date.

This 21st day of April, 2018.

Certified true copy

---

Signature

Print Name: **Eva Alito**

Title: **Secretary, French and Montessori Education, Inc. Board of Directors**

Date: **April 21, 2018**



### Committee Recommendation to Board of Directors

After careful review of the documents presented to the **REPLICATION COMMITTEE** on **APRIL 10, 2018** it is the recommendation of the **REPLICATION COMMITTEE** that the Board of Directors vote to **APPROVE** the following:

1. THE GENTILLY TERRACE CAMPUS TYPE "B" LEASE WITH MODIFICATIONS TO SECTION 7.1.11 TO REMOVE OR REDUCE THE CAPITAL RESERVE FUND FOR FIVE YEARS OR TIE THE FUND TO THE STUDENT ENROLLMENT PLAN. Additionally, THE LANGUAGE THAT EXIST IN THE PROPOSED TYPE "B" LEASE REGARDING LEASE TERMINATION IS THE SAME LANGUAGE THAT EXIST IN THE LEASES FOR BOTH THE MILAN AND BROADWAY CAMPUSES. BOTH OF THESE LEASES WERE APPROVED ON LAST YEAR BY THE BOARD OF DIRECTORS. HOWEVER, IF A NEW LEASE IS APPROVED BY THE ORLEANS PARISH SCHOOL BOARD, WE WILL HAVE TO CONVERT THE CURRENT SIGNED TYPE "B" LEASE FOR AUDUBON GENTILLY TERRACE CAMPUS. ALSO, THE NEW LEASE MAY BE MORE FAVORABLE TO AUDUBON.

It is our hope that the Board of Directors supports this recommendation as each committee member is fully dedicated to the success of Audubon Schools and its sustainability and have duly reviewed all documents associated with realizing this recommendation.

List All Committee Members Present: Committee Members Signature

1. Dr. Erica A. Murray-Boseman

Board Members Present:

1. Calvin Tregre
2. Eva Alito

List Administrative Team Present:

1. David Laviscount
2. Latoye Brown
3. Alisa Dupre

Duly Sworn By My Signature

Committee Chair Name Printed

  
Committee Chair Signature

**AUDUBON**SCHOOLS  
CULTURE COMMUNITY CREATIVITY

Serviam,  
Dr. Erica A. Murray

# Coversheet

## Recommendations regarding Gentilly Terrace Construction

**Section:** III. Facility Committee  
**Item:** A. Recommendations regarding Gentilly Terrace Construction  
**Purpose:** Vote  
**Submitted by:** Eva Alito  
**Related Material:** gentilly terrace bid eval.PDF

### BACKGROUND:

Public bid process was implemented for the Phase I work on the Gentilly Terrace Campus. Mathis Brierre evaluated the bids and presented the results to the Facility Committee on April 19, 2018.

### RECOMMENDATION:

It is the recommendation of the Facility Committee to enter into the contract with Colmex for the Base Bid along with Alternates 1, 2 and 3 totaling \$1,910,600. This in turn authorizes Mathis Brierre to issue the Notice to Proceed once the contract is signed. Committee also recommends additional work by Planet Recess for the playground and landscaping totaling \$138,322.69.

Date: April 18, 2018  
Time: 2:00 P.M.

# BID TABULATION FORM

Renovations to Audubon Schools  
at Gentilly Terrace  
4720 Painters Street  
New Orleans LA 70122  
Project No. 11749

BIDDERS	LICENSE NUMBER	BID AMOUNT	ALT.NO.1 (new single toilet rooms 122 & 125)	ALT.NO.2 (wood deck, steps, and ramp)	ALT.NO.3 (Paint all existing exterior wood)	TIME (# of Days)	BID BOND	ADD. REC'D
CDW Services	45228	\$1,820,000	\$40,000	\$162,000	\$41,000	86	✓	✓
CM Combs	55237	\$1,777,000	\$37,000	\$177,000	\$27,000	86	✓	✓
Colmex Construction	52033	\$1,638,000	\$32,800	\$193,000	\$46,800	86	✓	✓
Dixon Contracting Group LLC	61971	\$1,980,000	\$46,000	\$218,000	\$42,000	86	✓	✓
Hernandez Consulting & Const	56621					86		
Trimark Constructors, LLC	25406	\$2,042,400	\$25,000	\$213,000	\$21,000	86	✓	✓
Tuna Construction	46529					86		
						86		
						86		
Crescent Commercial Const.	49154					86		
Construction South	13914					86		

Persons in Attendance

Signed: Mathes Briere Architects Date: April 18, 2018

Addendum No. 1-4 issued.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Audubon Schools

Designer's Estimate (Base Bid) \$1,800,000 Construction Time 86 in days Liquidated Damages \$700/\$700 per day

## Coversheet

### Recommendation regarding Alcohol Permit for PTO Beautification Day

**Section:** III. Facility Committee  
**Item:** B. Recommendation regarding Alcohol Permit for PTO Beautification Day  
**Purpose:** Vote  
**Submitted by:** Eva Alito

#### BACKGROUND:

The PTO is planning a Beautification Day at the Upper Campus on Milan Street. The planned work includes light carpentry in the trailers as well as landscaping and gardening. Crafts for the kids and food are also being planned. The PTO has expressed the interest in obtaining an alcohol permit for this event. The FAME Board is being asked to approve the alcohol permit for this event.

#### RECOMMENDATION:

The Facility Committee recommends that the board not approve an alcohol permit for the Beautification Day. Anyone doing work on the campus must not be under the influence of alcohol. Having work done on campus by individuals under the influence of alcohol is a safety issue and exposes the school to liability. It is also the committee's recommendation that a policy be crafted to restrict alcohol consumption for any work days that may be planned for any of the campuses in the future.

## Coversheet

### Recommendation Regarding e-Rate Contract with Cox Communications

<b>Section:</b>	IV. Finance Committee
<b>Item:</b>	A. Recommendation Regarding e-Rate Contract with Cox Communications
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	FME Erate ConCox.pdf Finance Recommendations.pdf


**Commercial Services Agreement**  
**3/14/2018**

<b>Cox Account Rep:</b>	Vincente Boreros	<b>Cox System Address:</b>
<b>Phone Number:</b>	504-358-6768	2121 Airline Drive
<b>Fax Number:</b>	877-873-6206	Metairie, LA 70001
<b>Customer Information</b>		<b>Authorized Customer Representative Information</b>
<b>Legal Company Name:</b>	Audubon Charter School-Ethernet	<b>Full Name:</b> Latoye A. Brown
<b>Street Address:</b>	428 BROADWAY ST	<b>Billing Contact:</b>
<b>City/State/Zip:</b>	New Orleans, LA 70118	<b>Fax:</b>
<b>Billing Address:</b>		<b>Contact Number:</b>
<b>City/State/Zip:</b>		<b>Email Address:</b>
<b>Cox Account #:</b>	126-0434947-01	
<b>Merge Bill</b>	No	
<b>Taxes and Fees Not Included</b>		

<b>Service Address: 428 BROADWAY ST, New Orleans, LA, 70118</b>						<b>Phone: 504-359-8421</b>	
						<b>Cox Account ID: 126-0434947-01</b>	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
IP Centrex Complete Seats 25-39		14	\$20.00	36	New	\$280.00	
IP Centrex Traditional 5 to 10 Seats		5	\$15.00	36	New	\$75.00	
IP Centrex Call Path/Line		10	\$0.00	36	New	\$0.00	
Network Interface Fee - Bulk Facility		1	\$46.25	M-M	New	\$46.25	
Access Recovery Fee - Bulk Facility		1	\$5.00	M-M	New	\$5.00	
Polycom SoundStation IP6000		5	\$18.00	36	New	\$90.00	
Cox Business Unlimited (w/ IP Centrex)		14	\$0.00	36	New	\$0.00	
Basic Voice Mailbox		14	\$0.00	36	New	\$0.00	
VoiceManager Unified Messaging		14	\$0.00	36	New	\$0.00	
Readable Voice Mail		14	\$0.00	36	New	\$0.00	
Cox Optical Internet 500 Mbps		1	\$1,349.00	36	New	\$1,349.00	
Included Static IPv4 Address - /30		1	\$0.00	36	New	\$0.00	
Metro Ethernet - 1 Gbps UNI - Interstate		1	\$1,100.00	36	New	\$1,100.00	
Metro Ethernet - 1 Gbps UNI - Intrastate	1	1	\$0.00	36	RN	\$0.00	
IP Centrex Line / Feature Install		19	\$0.00				\$0.00
Cox Optical Internet Installation Fee		1	\$0.00				\$0.00
Equipment Description			Quantity		Unit Price		Total Fee
<b>Totals for Audubon Charter School-Ethernet:</b>			<b>MRC:</b>	\$2,945.25	<b>NRC:</b>	\$0.00	<b>Equipment Cost:</b> \$0.00



Service Address: 1111 MILAN ST, New Orleans, LA, 70115						Phone: 504-862-5135	
						Cox Account ID: 126-0362343-03	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
VoiceManager Enhanced Package	5	5	\$14.94	36	RN	\$74.70	
Cox Nickel 250 Inter/Intra	1	1	\$5.00	36	RN	\$5.00	
Network Interface Fee - Multi-Line	5	5	\$0.00	M-M	RN	\$0.00	
Static IPv4 Address Block - /28		1	\$0.00	36	New	\$0.00	
Metro Ethernet - 1 Gbps UNI - Intrastate	1	1	\$1,100.00	36	Amendment	\$1,100.00	
Equipment Description			Quantity		Unit Price		Total Fee
<b>Totals for Audubon Charter School:</b>	<b>MRC:</b>	\$1,179.70	<b>NRC:</b>	\$0.00	<b>Equipment Cost:</b>	\$0.00	

Service Address: 428 BROADWAY ST, New Orleans, LA, 70118						Phone: (504) 444-5657	
						Cox Account ID: 126-0005022-04	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
VoiceManager Enhanced Package	6	6	\$14.94	36	RN	\$89.64	
VoiceManager Flat Rated Local Line	6	6	\$0.00	36	RN	\$0.00	
Access Recovery Fee - Multi Line	1	1	\$0.00	M-M	RN	\$0.00	
Network Interface Fee - Multi-Line	6	6	\$0.00	M-M	RN	\$0.00	
VoiceManager - HFC Tracking (choose 1)	1	1	\$0.00	36	RN	\$0.00	
Equipment Description			Quantity		Unit Price		Total Fee
<b>Totals for Audubon Charter School:</b>	<b>MRC:</b>	\$89.64	<b>NRC:</b>	\$0.00	<b>Equipment Cost:</b>	\$0.00	

Service Address: 4720 PAINTERS ST, New Orleans, LA, 70122						Phone: 504	
						Cox Account ID: 126-0000000-00	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
VoiceManager Essential Package		4	\$14.94	36	New	\$59.76	
VoiceManager Flat Rated Local Line		4	\$0.00	36	New	\$0.00	
Access Recovery Fee - Multi Line		4	\$0.00	M-M	New	\$0.00	
Network Interface Fee - Multi-Line		4	\$0.00	M-M	New	\$0.00	
IP Centrex Complete Seats 25-39		20	\$20.00	36	New	\$400.00	
IP Centrex Call Path/Line		10	\$0.00	36	New	\$0.00	
Network Interface Fee - Bulk Facility		1	\$46.25	M-M	New	\$46.25	
Access Recovery Fee - Bulk Facility		1	\$5.00	M-M	New	\$5.00	
Cox Business Unlimited (w/ IP Centrex)		20	\$0.00	36	New	\$0.00	
Basic Voice Mailbox		20	\$0.00	36	New	\$0.00	
VoiceManager Unified Messaging		20	\$0.00	36	New	\$0.00	
Readable Voice Mail		20	\$0.00	36	New	\$0.00	
Metro Ethernet - 1 Gbps UNI - Interstate		1	\$0.00	36	New	\$0.00	
VoiceManager Install		1	\$0.00				\$0.00
IP Centrex Line / Feature Install		20	\$0.00				\$0.00
Equipment Description			Quantity		Unit Price		Total Fee
<b>Totals for FMS - Gentilly School:</b>		<b>MRC:</b> \$511.01	<b>NRC:</b> \$0.00		<b>Equipment Cost:</b>		\$0.00
<b>Totals for all Accounts :</b>	<b>MRC:</b> \$4,725.60	<b>NRC:</b> \$0.00		<b>Equipment Cost:</b>		\$0.00	

**Special Conditions**

Pricing is based on the bandwidth speeds requested by Customer. By signing this Agreement, Customer acknowledges that they have the option to upgrade their bandwidth over the term of this contract by mutual agreement of the parties. Any subsequent upgrades will be documented through a written amendment(s). Please see Cox's proposal, dated 2/21/18, to RFP #2018 for upgrade bandwidth pricing which said proposal is incorporated herein a part of this contract.

This agreement shall be for a term of thirty six (36) months beginning July 1, 2018 and end on June 30, 2021. This contract may be extended by mutual agreement of the parties by voluntary extension; this contract has 2 one year voluntary extensions.

**Promotion Details**

This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://www2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://www2.cox.com/business/voice/regulatory.cox> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at [www.cox.com/internetdisclosures](http://www.cox.com/internetdisclosures). Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

**Customer Authorized Signature****Cox Communications Louisiana, LLC, Cox Louisiana Telcom, LLC**

Signature:

Signature:

Print:

Print:

Title Position:

Title Position:

Date:

Date:

**1. E911 Services** FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>.

**2. Service Start Date and Term** The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

**3. Termination** Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

**4. Payment** Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

**5. Service and Installation** Cox shall provide Customer with the Services identified above in the Service Terms and may also provide

related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

**6. General Terms** The General Terms are hereby incorporated into this Agreement by reference. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

**7. LIMITATION OF LIABILITY** IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

**8. WARRANTIES** EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

**9. Public Performance** If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.



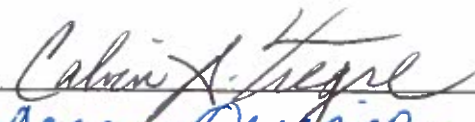


### Committee Recommendation to Board of Directors

After careful review of the documents presented to the Finance Committee on April 17, 2018, it is the recommendation of the Finance Committee that the Board of Directors vote to approve the following:




1. The Signatory Resolution for the Lease Agreement for the Gentilly facilities
2. The proposed e-rate contract with Cox Communication
3. The proposed e-rate contract with ICT for equipment
4. The proposed e-rate contract with ICT for service
5. The proposed contract with Crescent City Capital for Sale of Historical Tax Credits
6. The proposed Loan Agreement with Whitney Bank for cash flow needs for capital costs for the Gentilly facilities

It is our hope that the Board of Directors supports this recommendation as each committee member is fully dedicated to the success of Audubon Schools and its sustainability, and has duly reviewed all documents associated with realizing this recommendation.

List All Committee Members Present: Committee Members' Signature

1. Calvin S. Tregre 
2. Dorcas Omojola 
3. Erica Murray 

List Administrative Team Present: Administrative Team Members

1. Latoya Brown 
2. Justin Anderson 
3. Jalita Chandar 

Duly Sworn By My Signature

Calvin S. Tregre   
 Committee Chair Printed Name      Signature

# Coversheet

## Recommendation Regarding e-Rate Contract ICT (Equipment)

<b>Section:</b>	IV. Finance Committee
<b>Item:</b>	B. Recommendation Regarding e-Rate Contract ICT (Equipment)
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	contract - Internal Connections.pdf Finance Recommendations.pdf

BE IT KNOWN, the French and Montessori Education, Inc. , located in 428 Broadway Street, New Orleans, Louisiana 70118 (hereinafter sometimes referred to as *The Client* , and ICT, Inc. located in 115 Enterprise Drive, Gretna, Louisiana 70056 (hereinafter sometimes referred to as *Contractor*), under the following terms and conditions.

## 1. Scope of Services

Contractor hereby agrees to furnish the following services:

- ***Specific goals and objectives:***

Deployment, installation and initial configuration of Wireless Network Gear.

Equipment provided under this Contract is authorized and purchased from the Client.  
Exhibit A: Attached

- ***Deliverables:***

The Contractor shall provide Information Technology systems support for The Contractor.

**E-RATE SERVICE: Internal Connection of Eligible Hardware:** Services provided for the Installation and Initial Configuration of eligible broadband internal connections components for managed Wi-Fi to optimize and maximize the connectivity in the current environment.

## 2. Payment Terms

In consideration of the services described above, The Client hereby agrees to pay the Contractor one time maximum fee of \$64,764.00 (Sixty-Four Thousand Seven Hundred Sixty-Four Dollars.) for Internal Connections of Eligible Component.

This amount is based on the number of students in which provided by The Client for this contract year. Indeed if the student counts are to changes then service fee amount will be changing to reflect the update student counts for the following school calendar year.

## 3. Termination for Cause

The Client may terminate this Contract for cause based upon the failure of The Contractor to comply with the terms and/or conditions of The Contract; provided that The Client shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then The Client may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of The Client to comply with the terms and conditions of this contract; provided that the Contractor shall give The Client written notice specifying The Client's failure and a reasonable opportunity for The Contractor to cure the defect.



#### **4. Ownership**

Any records, reports, documents, materials, or products created or developed under this contract shall be the property of The Client. Any work undertaken by The Contractor pursuant to this contract shall be work made for hire, and the contractor hereby transfers and assigns to The Client any intellectual property rights, including but not limited to the copyright of any records, reports, documents, materials or products created or developed by The Contractor in connection with the performance of this contract. No records, reports, documents, materials or products created or developed under this contract can be distributed free or for profit without explicit written approval from The Client.

#### **5. Assignment of Contract**

Contractor shall not assign any interest in this contract by transfer, novation, or assignment, without prior written consent of The Client. This provision shall not be construed to prohibit The Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to The Client.

#### **6. Term of Contract**

This Contract shall begin July 01, 2018 and shall terminate on June 30, 2020. The effective date of this Contract may be auto extended for additional two (2) years to that effect is duly executed by the contracting parties and approved by the necessary authorities prior to said termination date. If either party informs the other that an extension of this Contract is deemed necessary, an amendment may be prepared The Client and forwarded to the other party for appropriate action by the other party. Said amendment is to be returned The Contractor with appropriate information and signatures not less than fifteen (15) days prior to termination date. Upon receipt of the amendment, it will be forwarded to the necessary authorities for their approval.

Notwithstanding the foregoing, in no event shall the total term of this Contract, including extensions hereto, be for a period of more than five (5) years.

#### **7. Fiscal Funding**

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of this Contract. If sufficient monies are not appropriated to provide for the continuation of the Contract, or if such appropriation is reduced 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 continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

#### **8. Compliance Statement**

By executing this contract, The Contractor certifies that The Contractor has conducted, with due diligence, an examination of its business relationships and affairs and to the best of The Contractors knowledge, information and belief, The Contractor is not prohibited from entering into this contract by La. R.S. 42:1113. The Contractor further acknowledges that a violation of La. R.S. 42:1113 shall be grounds for termination of this contract for convenience.



## **9. Confidentiality**

This contract is entered into by The Contractor and The Client in accordance with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1231(g), et seq., (FERPA) and the Individuals with Disabilities Education Act, 20 U.S.C. Section 1400, et seq., (IDEA). The Contractor hereby acknowledges that all documents which include personally identifiable information contained in or derived from a student's education records are deemed confidential pursuant to FERPA and IDEA. The Contractor agrees not to re-disclose any such personally identifiable information without the prior written consent of the student's parent or the student, in the case of students who have reached the age of majority, or unless re-disclosure is otherwise authorized by law. The Contractor agrees to return all documents deemed confidential pursuant to FERPA and/or IDEA to The Client at the conclusion of this contract.

## **10. Jurisdiction, Venue and Governing Law**

Exclusive jurisdiction and venue for any and all suits between The Client and The Contractor arising out of, or related to, this contract shall be in the Civil District Court, Parish of Jefferson, State of Louisiana. The laws of the State of Louisiana, without regard to Louisiana law on conflicts of law, shall govern this contract.

***THUS DONE AND SIGNED*** at New Orleans, Louisiana, on the day, month and year first written below.

***IN WITNESS WHEREOF***, the parties have executed this Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_.

**FRENCH and MONTESSORI EDUCATION, INC.**

\_\_\_\_\_  
Latoye A. Brown, Chief Executive Officer

**ICT, INC.**

\_\_\_\_\_  
Thuy Lam, Chief Operating Officer

# EXHIBIT A

Entity: **FRENCH and MONTESSORI EDUCATION, INC.**

428 Broadway Street

New Orleans, Louisiana 70118

## INTERNAL CONNECTIONS

Quantity	Part	Part Description	Unit Cost	Discount	Extended Cost
45	Cabling	Cat. 6 per drop up to 300' of Plenum cable + labor	\$ 185.00	\$ 185.00	\$ 8,325.00
90	Cabling	Cat. 6 Patch Cable 10'	\$ 5.00	\$ 5.00	\$ 450.00
6	Switch	Brocade ICX 7150-48ZP-E8x10GR-RMT3	\$ 7,900.00	\$ 3,000.00	\$ 18,000.00
15	Module	10 GBASE-LRM SFP Module	\$ 695.00	\$ 300.00	\$ 4,500.00
1	Firewall	Cisco ASA 2110-x w/ FPWR 8GE 3DES/AES GB firewall (FRP2110-NGFW-K9)	\$ 10,995.00	\$ 7,495.00	\$ 7,495.00
1	UPS	APC Smart-UPS XL 2200VA Rack-mountable 120 APC SURT2200RMX3U-TF5	\$ 1,500.00	\$ 1,500.00	\$ 995.00
1	UPS	SMART UPS RT 3000VA 120V NTWK CARD	\$ 2,995.00	\$ 2,400.00	\$ 1,299.00
30	APS	Ruckus R720 \$x4:4 Wave 2 AP 1GB/2.5Gbps	\$ 1,295.00	\$ 500.00	\$ 15,000.00
	Service	Initial Configuration and Installation	\$ 8,700.00	\$ 8,700.00	\$ 8,700.00
Gear					\$ 56,064.00
Service					\$ 8,700.00
Total / Ruckus					\$ 64,764.00



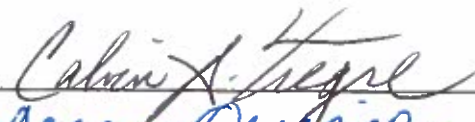


### Committee Recommendation to Board of Directors

After careful review of the documents presented to the Finance Committee on April 17, 2018, it is the recommendation of the Finance Committee that the Board of Directors vote to approve the following:




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It is our hope that the Board of Directors supports this recommendation as each committee member is fully dedicated to the success of Audubon Schools and its sustainability, and has duly reviewed all documents associated with realizing this recommendation.

List All Committee Members Present: Committee Members' Signature

1. Calvin S. Tregre 
2. Dorcas Omojola 
3. Erica Murray 

List Administrative Team Present: Administrative Team Members

1. Latoya Brown 
2. Justin Anderson 
3. Jalita Chandar 

Duly Sworn By My Signature

Calvin S. Tregre   
 Committee Chair Printed Name      Signature

## Coversheet

### Recommendation Regarding e-Rate Contract ICT (Monthly Service Fee)

<b>Section:</b>	IV. Finance Committee
<b>Item:</b>	C. Recommendation Regarding e-Rate Contract ICT (Monthly Service Fee)
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	contract - MIBS.pdf Finance Recommendations.pdf

BE IT KNOWN, the French and Montessori Education, Inc. , located in 428 Broadway Street, New Orleans, Louisiana 70118 (hereinafter sometimes referred to as *The Client* , and ICT, Inc. located in 115 Enterprise Drive, Gretna, Louisiana 70056 (hereinafter sometimes referred to as *Contractor*), under the following terms and conditions.

## 1. Scope of Services

Contractor hereby agrees to furnish the following services:

- ***Specific goals and objectives:***

Provide Wireless Network support for daily operation not including base project to the above address and all direct run schools.

No Equipment items are furnished under this Contract. Any authorized to purchase Equipment from this Contract must issue a written order and accompanied by a purchase order.

- ***Deliverables:***

The Contractor shall provide Information Technology systems support for The Contractor.

**E-RATE SERVICE: Manage of Internal Broadband Services:** Services provided for the operation, management, and monitoring of eligible broadband internal connections components for managed Wi-Fi to optimize and maximize the connectivity in the current environment for the following sites:

- Lower School 428 Broadway Street, New Orleans, LA 70118
- Upper School 1111 Milan Street, New Orleans, LA 70115

- ***Performance Measures:***

Tickets that are received before 12pm on a business day, service will be rendered on the same business day.

In event of emergency the situation will be dealt within 2-4 hours.

Upon service completion The Contractor will notify The Client via email or phone call.

- ***Monitoring Plan:***

Help Desk queue will be monitored daily with provided resource to prioritize daily efforts to support administrative offices users.

## 2. Payment Terms

In consideration of the services described above, The Client hereby agrees to pay the Contractor a monthly maximum fee of \$3,200.00 (Three Thousand Two Hundred Dollars.) for Wireless Management.

This amount is based on the number of students in which provided by The Client for this contract

year. Indeed if the student counts are to changes then service fee amount will be changing to reflect the update student counts for the following school calendar year.

### **3. Termination for Cause**

The Client may terminate this Contract for cause based upon the failure of The Contractor to comply with the terms and/or conditions of The Contract; provided that The Client shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then The Client may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of The Client to comply with the terms and conditions of this contract; provided that the Contractor shall give The Client written notice specifying The Client's failure and a reasonable opportunity for The Contractor to cure the defect.

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***THUS DONE AND SIGNED*** at New Orleans, Louisiana, on the day, month and year first written below.

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**FRENCH and MONTESSORI EDUCATION, INC.**

\_\_\_\_\_  
Latoye A. Brown, Chief Executive Officer

**ICT, INC.**

\_\_\_\_\_  
Thuy Lam, Chief Operating Officer



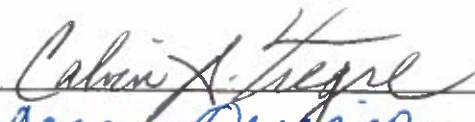


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#### List All Committee Members Present: Committee Members' Signature

1. Calvin S. Tregre 
2. Dorcas Omojola 
3. Erica Murray 

#### List Administrative Team Present: Administrative Team Members

1. Latoya Brown 
2. Justin Anderson 
3. Jalita Chandar 

#### Duly Sworn By My Signature

Calvin S. Tregre   
 Committee Chair Printed Name      Signature

## Coversheet

### Recommendation Regarding Crescent City Capital -Sale of Historic Tax Credits for Gentilly Terrace

**Section:** IV. Finance Committee  
**Item:** D. Recommendation Regarding Crescent City Capital -Sale of Historic  
Tax Credits for Gentilly Terrace  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
Audubon Gentilly (New Orleans LA)---CGC HTC Mandate Agreement 1.2.docx  
Finance Recommendations.pdf

**CONFIDENTIAL**

# **Audubon Gentilly School**

## **New Orleans, Louisiana**

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## **Tax Credit Mandate Agreement**

**3/28/2018**





June 19, 2023

Erica A. Murray, PhD  
Board Chairperson  
French and Montessori Education Incorporated  
428 Broadway Street  
New Orleans, LA 70118

**RE: Audubon Gentilly School (New Orleans, LA)---Tax Credit Mandate Agreement**

Dear Dr. Murray:

You have advised us that French and Montessori Education Incorporated (*hereinafter*, “**FAME**” or “**Sponsor**”), on behalf of Sponsor’s affiliates, successors, and/or assigns, utilizing, if necessary, one or more special purpose entities (*hereinafter*, collectively, the “**Borrower**”) seeks to obtain Louisiana State Historic Tax Credits (*hereinafter*, the “**HTCs**”), in connection with the proposed ongoing financing of up to \$15 million (*the* “**Proposed Financing**”), to fund the rehabilitation, in multiple phases, of the historic Gentilly Terrace Elementary School, located at 4720 Painters Street, New Orleans, Louisiana 70122 (*hereinafter*, the “**Project**”).

Pursuant to the agreements and understandings and in consideration of the compensation provided for in this mandate agreement (“**Agreement**”), Crescent Growth Capital, LLC, a Louisiana limited liability company, (“**CGC**” or the “**Arranger**”) agrees to:

- (i) familiarize itself to the extent it deems appropriate and feasible with the business, operations, properties, financial condition, management and prospects of the Sponsor and Borrower and perform any additional examination and inquiry that the Arranger in its sole discretion deems reasonable, including evaluation of the Project’s financing structure which incorporates the use of HTCs;
- (ii) in collaboration with the Project architect, prepare Historic Preservation Certification Applications (“**HPCAs**”) for submission to the Louisiana Division of Historic Preservation (“**SHPO**”);
- (iii) take the lead in all communications with SHPO. This includes drawing upon CGC’s expertise in assisting the Project architect in the development of design solutions that balance the Sponsor’s and Borrower’s programmatic needs with SHPO’s application of the U. S. Secretary of the Interior’s **Standards for Rehabilitation**. CGC shall also be available for all communications with the

Sponsor's and Borrower's legal counsel with respect to HTCs and shall solicit competitive offers from HTC investors with respect to the allocation and/or sale of State Historic Tax Credits;

- (iv) if necessary, advise and assist the Borrower's certified public accountant who will prepare the cost certification that must be attached to the **Part 3 HPCA**. CGC also will draft a ***Flow of Funds Memorandum*** describing how the projected proceeds from the allocation and/or sale of State Historic Tax Credits will be deposited in the Borrower's specified bank account. If the Proposed Financing for the Project would benefit from a bridge loan (wherein a lender would loan to the Borrower, prior to the start of the rehabilitation work, an amount approximately equivalent to the anticipated net proceeds from the allocation and/or sale of the HTCs upon the completion of the rehabilitation and cost certification of the Project), CGC will, if necessary, assist the Borrower in structuring and closing the bridge loan;
- (v) if necessary, for a period of three (3) months after receipt of the final cost certification for the Project Financing, advise and assist the attorney for the Sponsor and Borrower regarding the compliance requirements for the HTC financing structure.

(Paragraphs (i) through (v), collectively, referred to hereinafter as the “**Arranger Services**”).

The Sponsor and Borrower acknowledge and agree that the Arranger Services will be on an exclusive basis during the term of this Agreement and that, during such term, no other historic preservation consultancy, bank or other financial institution or entity will be engaged by Sponsor or Borrower regarding the Proposed Financing or the Project for the purpose of rendering Arranger Services covered by this Agreement. Notwithstanding the forgoing, nothing herein shall limit or prohibit Sponsor and Borrower from working or communicating directly with architects, financial institutions, governmental entities, intermediaries, or other third parties regarding the Proposed Financing or the Project.

This Agreement shall relate only to the Proposed Financing and the Project, and nothing herein shall be deemed to (a) confer any right or impose any obligation or restriction on either party with respect to any other program, project, effort or marketing activity at any time undertaken by Sponsor and/or Borrower or Arranger which does not pertain to the Proposed Financing or the Project; or (b) preclude either party from independently soliciting or accepting any financing unrelated to the Proposed Financing or the Project; or (c) limit the rights of either party to independently promote, market, sell, lease, license, or otherwise dispose of its standard products or services apart from the obligations connected with the Proposed Financing or the Project under this Agreement.

To induce the Arranger to execute and deliver this Agreement, provide its commitments as set forth herein, and agree to act as Arranger in connection with the Proposed Financing and the Project, the Sponsor and the Borrower hereby agree to pay to the Arranger a fee (the “**Arranger Fee**”). The Arranger Fee shall be an amount equal to three percent (3%) of the gross State Historic Tax Credit equity or sale proceeds, as defined below:

three percent (3.00%) (the “**State HTC Percentage**”) of the gross HTC equity proceeds that are projected (*in the final financial model approved by the Borrower at the closing of the Proposed Financing*) to be derived from the sale of Louisiana State HTCs, upon each completion of the phased rehabilitation of the Project, each completion to be considered accomplished upon the approval of the **Part 3 HPCA** by the Louisiana Division of Historic Preservation (“**SHPO**”), the issuance of the cost certification of Project Qualified Rehabilitation Expenditures (“**QREs**”), and the issuance of the HTCs to the Sponsor or Borrower by the Louisiana Department of Revenue.

The parties hereto hereby agree and acknowledge that the Arranger Fee shall be earned by and owed to the Arranger and shall be owed by, due from and payable by the Sponsor and/or Borrower only if and when the Proposed Financing closes, whether through the Arranger or otherwise, out of the HTC gross equity proceeds of the Proposed Financing, by wire transfer of immediately-available funds to the account designated by Arranger.

The Arranger will endeavor to maximize the gross State Historic Tax Credit equity and/or sale proceeds to be derived by the Sponsor and/or Borrower by negotiating better terms with Tax Credit Investors and/or Tax Credit Purchasers, in which case, the gross State Historic Tax Credit equity and/or sale proceeds and the Arranger Fee would be greater.

The parties hereto also hereby agree and acknowledge that all HTC good faith deposits payable to tax credit investors upon the acceptance of Term Sheets by the Sponsor or Borrower, all HTC application fees payable to governmental agencies, and all legal and accounting fees relating to the HTCs are the sole responsibility of the Sponsor and/or Borrower and shall be payable by the Sponsor and/or Borrower when required.

The Sponsor and the Borrower also hereby acknowledge and agree that, in order for the Project to be eligible to qualify for HTCs, all interior and exterior demolition and rehabilitation work must proceed in accordance with the United States Secretary of the Interior’s **Standards for Rehabilitation** and applicable regulatory guidance.

The Sponsor and the Borrower also hereby authorize the Arranger to distribute information, provided by the Sponsor and the Borrower, to potential tax credit investors, lenders and other financial institutions, and applicable government agencies in connection with the Proposed Financing and the Project. The Sponsor and the Borrower hereby confirm that the information provided to the Arranger is reasonably believed not to contain any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein not misleading in light of the circumstances under which such statements were, are, or shall be made.

Sponsor, Borrower and Arranger (each, a “**Disclosing Party**” or a “**Recipient**”, as the case may be) hereby agree not to use any Confidential Information (*as defined below*) for any purpose except as pursuant to this Agreement. Recipient agrees not to disclose any Confidential Information to any third parties without the prior consent of Disclosing Party, provided that Recipient may disclose Confidential Information to its directors, officers, partners, members, lawyers, financial advisors, and/or accountants, in each case in connection with their evaluation hereof and to the extent reasonably necessary, as determined by the Sponsor and/or Borrower or Arranger. Recipient shall not disclose Confidential Information to employees of Recipient, except to those employees who are required to have the information in order to evaluate or engage in

discussions concerning the business relationship contemplated herein. **“Confidential Information”** means any information of a confidential nature or related to the Proposed Financing or the Project disclosed to Recipient by Disclosing Party, either directly or indirectly in writing, orally or by inspection of tangible objects, including without limitation documents, customer or investor distribution lists, cash flow models, diagrams and projections, and business plans. Confidential Information may also include information disclosed to Disclosing Party by third parties engaged by a Disclosing Party. Confidential Information shall not, however, include any information which Recipient can establish: (i) was publicly known and made generally available in the public domain prior to the time of disclosure to Recipient by Disclosing Party; (ii) becomes publicly known and made generally available after disclosure to Recipient by Disclosing Party through no action or inaction of Recipient; or (iii) is in the possession of Recipient, without confidentiality restrictions, at the time of disclosure by Disclosing Party, as shown by Recipient’s files and records immediately prior to the time of disclosure.

Except as required by applicable law, this Agreement and the contents hereof shall not be disclosed by any party to this Agreement to any third party without the prior consent of the other party, other than to the Sponsor’s or Borrower’s or Arranger’s attorneys, financial advisors and/or accountants, in each case in connection with their evaluation hereof and to the extent reasonably necessary, as determined by the Sponsor and/or Borrower or Arranger.

The Sponsor and the Borrower agree that after the closing of the Proposed Financing, Arranger may make reference in general terms to the Project in its promotional literature and marketing activities, including, but not limited to Arranger’s website, advertisements, direct mail and email distributions.

This Agreement embodies the entire agreement and understanding between the Arranger and the Sponsor and the Borrower with respect to the Proposed Financing and the Project and may be amended or modified only in writing, signed by all of the parties hereto.

Once executed on behalf of the Sponsor and the Borrower and the Arranger, this Agreement shall expire at twelve o’clock noon Central Time on that day which is one (1) year after the last closing of up to \$15 million in Proposed Financing(s), unless otherwise agreed to in writing by all of the parties hereto; provided, however, that the Arranger Fee described above shall have been paid by the Sponsor and/or Borrower to the Arranger in accordance with the provisions of this Agreement. In the event the Proposed Financing is closed by the Sponsor and/or Borrower within twelve (12) months after the date of the termination or cancellation of this Agreement by the Sponsor or Borrower, the Arranger Fee described above shall be paid to the Arranger by the Sponsor and/or Borrower in accordance with the provisions of this Agreement as of the date of the closing of the Proposed Financing.

All provisions contained in this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and assigns of Sponsor, Borrower and Arranger to the same extent as if each such successor and assign were named as a party hereto.

The Arranger’s commitment, as set forth herein, is subject to its receipt of a signed copy of this Agreement, executed on behalf of Sponsor and Borrower.



Very truly yours,

**ARRANGER:**

**CRESCENT GROWTH CAPITAL, LLC**

By: \_\_\_\_\_  
*Authorized Signatory*

Name: Troy Villafarra

Title: Managing Director

**ACCEPTED AND AGREED TO  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018:**

**SPONSOR AND BORROWER:**

**FRENCH AND MONTESSORI EDUCATION  
INCORPORATED**

By: \_\_\_\_\_  
*Authorized Signatory*

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



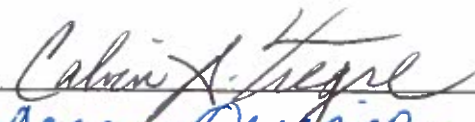


### Committee Recommendation to Board of Directors

After careful review of the documents presented to the Finance Committee on April 17, 2018, it is the recommendation of the Finance Committee that the Board of Directors vote to approve the following:




1. The Signatory Resolution for the Lease Agreement for the Gentilly facilities
2. The proposed e-rate contract with Cox Communication
3. The proposed e-rate contract with ICT for equipment
4. The proposed e-rate contract with ICT for service
5. The proposed contract with Crescent City Capital for Sale of Historical Tax Credits
6. The proposed Loan Agreement with Whitney Bank for cash flow needs for capital costs for the Gentilly facilities

It is our hope that the Board of Directors supports this recommendation as each committee member is fully dedicated to the success of Audubon Schools and its sustainability, and has duly reviewed all documents associated with realizing this recommendation.

List All Committee Members Present: Committee Members' Signature

1. Calvin S. Tregre 
2. Dorcas Omojola 
3. Erica Murray 

List Administrative Team Present: Administrative Team Members

1. Latoya Brown 
2. Justin Anderson 
3. Jalita Chandar 

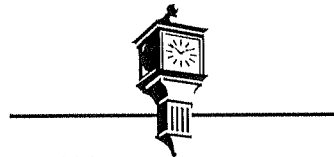
Duly Sworn By My Signature

Calvin S. Tregre   
 Committee Chair Printed Name      Signature

## Coversheet

### Recommendation Regarding Facility Renovation Loan with Whitney Bank

<b>Section:</b>	IV. Finance Committee
<b>Item:</b>	E. Recommendation Regarding Facility Renovation Loan with Whitney Bank
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	Whitney Bank-French Montessori Ed. Inc. -Term Sheet (2).pdf Finance Recommendations.pdf



Established 1883 - Member FDIC  
COMMERCIAL BANKING

228 St. Charles Avenue, New Orleans 70130  
(504) 586-7139 Fax: (504) 586-3409  
E-mail: dennis.jack@hancockwhitney.com

April 20, 2017

Justin Anderson, CPA  
French and Montessori Education Inc. d/b/a Audubon  
Charter School New Orleans, LA  
428 Broadway St.  
New Orleans, LA 70118

RE: Proposed Loan Facilities

Dear Justin Anderson, CPA:

Per our conversation, Whitney/Hancock Bank is pleased to offer you the following loan facilities (Facility A and Facility B) with the terms outlined below:

**Facility A (Option 1 & 2):**

<b>Borrower:</b>	French and Montessori Education Inc. d/b/a Audubon Charter School New Orleans, LA
<b>Type of Loan(s):</b>	Non-Revolving Construction Line of Credit to convert to Term Loan
<b>Amount of Loan:</b>	80% of total project cost, not to exceed \$4,800,000; the 80% will be calculated on a per phase basis
<b>Use of Proceeds:</b>	To finance capital improvements to the building located at 4721 Painters St., New Orleans, LA 70122
<b>Interest Rate:</b>	Option 1) WSJP floating (6% ceiling); adjustable monthly (interest only period), 4.59% fixed (during term-out period), maturity 120 months from closing  Option 2) WSJP floating (6% ceiling); adjustable monthly (interest only period), 4.79% fixed (during term-out period), maturity 144 months from closing

**Payment Terms:** Interest only for the first 24 months; monthly payments will be based on outstanding balance of loan.

At month 25, payments will convert to monthly principal and interested payments based on a 240 month amortization.

**Fees:** Commitment Fee- Waived

**Collateral:** 1<sup>st</sup> Mortgage on Leasehold Improvements at the property located at 4721 Painters St., New Orleans, LA 70122 & UCC-1 on furniture fixtures and equipment on 4721 Painters St., New Orleans, LA 70122

**Pre-payment Penalty:** 5% / 4% / 3% / 2% / and 2% of outstanding principal for years 1-5 respectively

**Facility B:**

**Type of Loan(s):** Line of Credit

**Amount of Loan:** \$300,000

**Use of Proceeds:** To finance short-term cashflow needs

**Interest Rate:** WSJP, floating; adjustable monthly

**Maturity:** 60 months from closing

**Payment Terms:** Monthly interest only payments

**Collateral:** UCC-1 Accounts Receivable of French and Montessori Education Inc. d/b/a Audubon Charter School New Orleans, LA

**Facilities A & B**

**Financial Statements:** Company-prepared financial statements to be provided quarterly additionally, audited year-end statements to be provided annually by French and Montessori Education Inc.

**Financial Covenants:** All financial covenants will be based on the financials statements of French and Montessori Education Inc.

Must maintain a Debt Service Coverage ratio of 1.5x which will be monitored semi-annually.

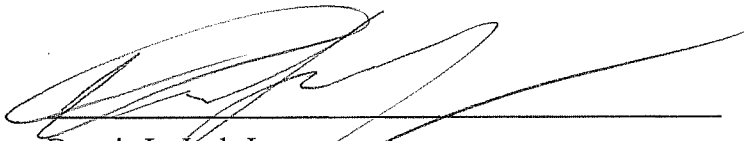
**Other Conditions:**

1. French and Montessori Education Inc. will transfer and maintain main operating account(s) at Whitney Bank.
2. Borrower agrees to pay or reimburse Whitney, for all of the reasonable costs, expenses, and fees incurred in connection with the preparation of the Loan Documents, including, without limitation, all legal fees, the cost for necessary lien searches, corporate packages, surveys, appraisals, environmental evaluations on real estate pledged as collateral, etc.
3. Construction advances to be processed according to Bank's standard procedures of this type of project including but not limited to; review of payment, plans and specs., cost budget, all construction contracts, permit and zoning docs., architect and engineers contracts etc all to be reviewed and found acceptable to Bank
4. Bank must have received, reviewed and approved all other funding sources for the project which must be satisfactory to the Bank

On behalf of Whitney Bank, we appreciate the opportunity to make this proposal to you. Please note this is not a commitment to lend but rather for discussion purposes only. Once you have had a chance to review, please contact me do discuss.

If we may be of further assistance, please contact me at (504) 586-7139.

Sincerely,



Dennis L. Jack Jr.  
Relationship Manager/ Banking Officer

Cc: Latoye A. Brown , MBA, M.Ed






### Committee Recommendation to Board of Directors

After careful review of the documents presented to the Finance Committee on April 17, 2018, it is the recommendation of the Finance Committee that the Board of Directors vote to approve the following:




1. The Signatory Resolution for the Lease Agreement for the Gentilly facilities
2. The proposed e-rate contract with Cox Communication
3. The proposed e-rate contract with ICT for equipment
4. The proposed e-rate contract with ICT for service
5. The proposed contract with Crescent City Capital for Sale of Historical Tax Credits
6. The proposed Loan Agreement with Whitney Bank for cash flow needs for capital costs for the Gentilly facilities

It is our hope that the Board of Directors supports this recommendation as each committee member is fully dedicated to the success of Audubon Schools and its sustainability, and has duly reviewed all documents associated with realizing this recommendation.

List All Committee Members Present: Committee Members' Signature

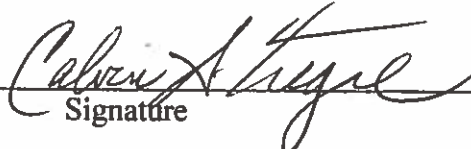
1. Calvin S. Tregre 
2. Dorcas Omojola 
3. Erica Murray 

List Administrative Team Present: Administrative Team Members

1. Latoya Brown 
2. Justin Anderson 
3. Jalita Chandar 

Duly Sworn By My Signature

Calvin S. Tregre  
Committee Chair Printed Name

  
Signature

## Coversheet

### Recommendation Regarding Approval of Complaint Appeal Policy

<b>Section:</b>	V. Governance Committee
<b>Item:</b>	A. Recommendation Regarding Approval of Complaint Appeal Policy
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	Complaints and Appeals Policy v.7.pdf Complaints and Appeals Policy Recommendation (Governance).pdf



## **From Complaints and Appeals Policy**

**Revised 4-21-18**

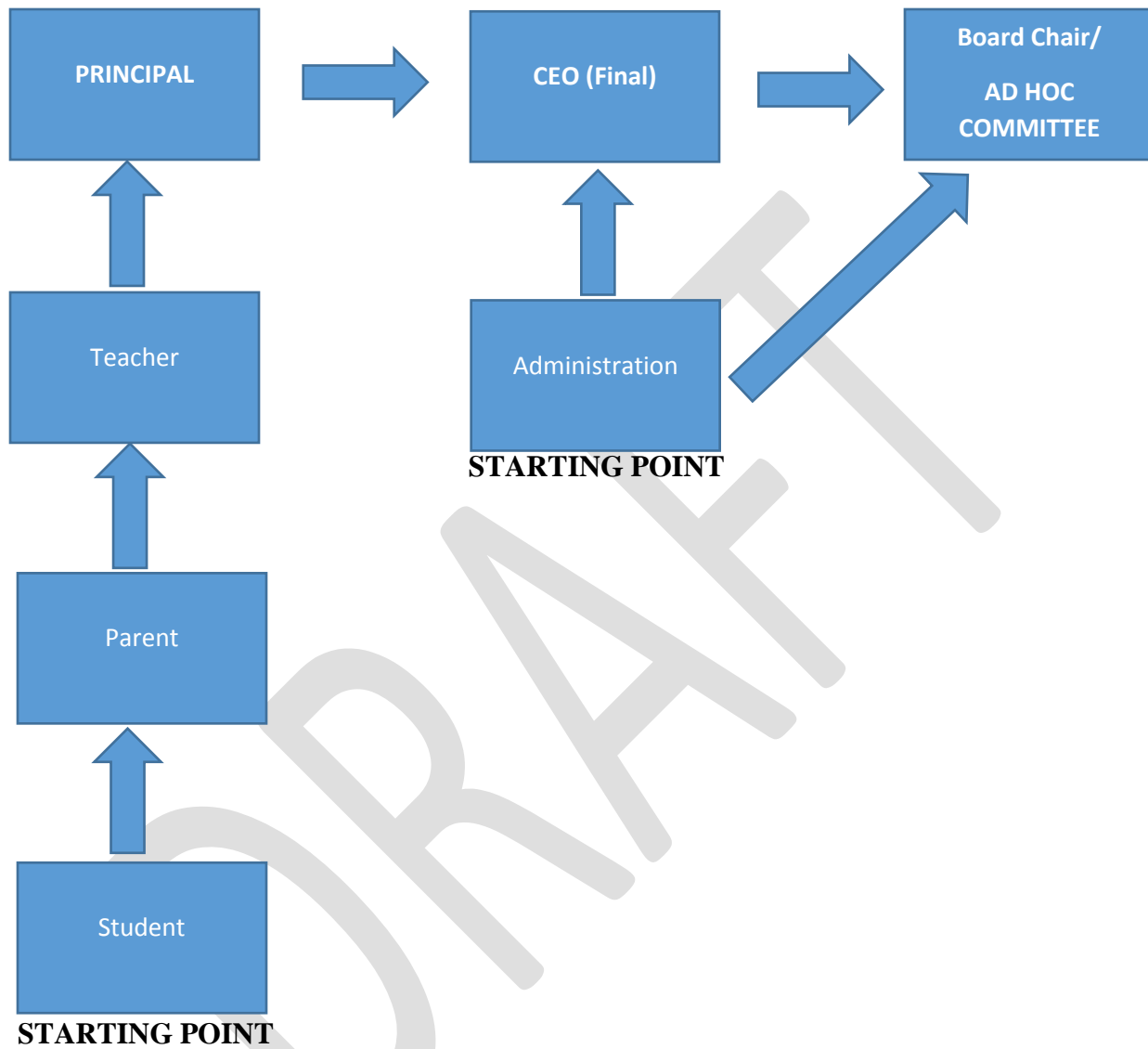
The following policy has been developed to address and respond to any such complaints. All complaints will be handled expeditiously.

Complaints regarding French and Montessori Education, Inc. (Audubon Charter School or Audubon Schools Gentilly), should be made directly to the Principal, who will respond accordingly. However the Principal must attempt to resolve the complaint within (3) three business days.

If, however, the complaint is against the Principal, the concern should be placed in writing and e-mailed or mailed to the CEO at the contact information indicated on the school's website.

The CEO will respond in writing to the aggrieved party within (3) three business days of receiving the complaint. The CEO will schedule a meeting with the aggrieved party within (5) five business days after responding in receipt of the complaint. A response from the CEO will be placed in writing and e-mailed within (5) five business days following the meeting. Should the complainants still feel that the CEO's response is unsatisfactory, the response from the CEO can be appealed to the Chairperson of the French and Montessori Education, Inc. Board of Directors, who will engage the board's Complaints and Appeals Ad Hoc committee for final decisions.

## Complaints and Appeals Process





### Committee Recommendation to Board of Directors

After careful review of the documents presented to the **GOVERNANCE COMMITTEE** on **APRIL 20, 2018** it is the recommendation of the **GOVERNANCE COMMITTEE** that the Board of Directors vote to **APPROVE** the following:

1. THE COMPLAINT AND APPEALS POLICY AS REVISED.

It is our hope that the Board of Directors supports this recommendation as each committee member is fully dedicated to the success of Audubon Schools and its sustainability and have duly reviewed all documents associated with realizing this recommendation.

List All Committee Members Present: Committee Members Signature

1. Javier Jalice , Committee Chair
2. Dr. Erica A. Murray-Boseman
3. Eva Alito

Board Members Present:

1. NONE

List Administrative Team Present:

1. Alisa Dupre

Duly Sworn By My Signature

Committee Chair Name Printed: Javier Jalice

Committee Chair Signature

# Coversheet

## Recommendation to Establish Parent Council

<b>Section:</b>	V. Governance Committee
<b>Item:</b>	B. Recommendation to Establish Parent Council
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	Recommendation for Parent Council (Governance).pdf



### Committee Recommendation to Board of Directors

After careful review of the documents presented to the **GOVERNANCE COMMITTEE** on **APRIL 20, 2018** it is the recommendation of the **GOVERNANCE COMMITTEE** that the Board of Directors vote to **APPROVE** the following:

1. ESTABLISH A PARENT COUNCIL FOR AUDUBON SCHOOLS IN COMPLIANCE WITH STATE LAW.

It is our hope that the Board of Directors supports this recommendation as each committee member is fully dedicated to the success of Audubon Schools and its sustainability and have duly reviewed all documents associated with realizing this recommendation.

List All Committee Members Present: Committee Members Signature

1. Javier Jalice , Committee Chair
2. Dr. Erica A. Murray-Boseman
3. Eva Alito

Board Members Present:

1. NONE

List Administrative Team Present:

1. Alisa Dupre

Duly Sworn By My Signature

Committee Chair Name Printed: Javier Jalice

Committee Chair Signature

# Coversheet

## Financial Statement for March 2018

<b>Section:</b>	VI. Finance Report
<b>Item:</b>	A. Financial Statement for March 2018
<b>Purpose:</b>	FYI
<b>Submitted by:</b>	
<b>Related Material:</b>	1803 ACS Financial Statement.pdf

**FRENCH AND MONTESSORI EDUCATION INCORPORATED**

**Financial Statements**

**For the Month Ended March 31, 2018**

These financial statements have not been subject to an audit, review, or compilation engagement, and no assurance is provided on them. Substantially all of the disclosures, and the statement of cash flows, required by accounting principles generally accepted in the United States of America have been omitted.

## Contents

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Statement of Activities and Budget Comparison for the nine months ended March 31, 2018	2
Statement of Activities and Budget Comparison for the month ended March 31, 2018	3
Notes to the Financial Statements	4-5

These financial statements have not been subject to an audit, review, or compilation engagement, and no assurance is provided on them. Substantially all of the disclosures, and the statement of cash flows, required by accounting principles generally accepted in the United States of America have been omitted.



**FRENCH AND MONTESSORI EDUCATION INCORPORATED**  
**D/B/A AUDUBON CHARTER SCHOOL**  
**STATEMENT OF FINANCIAL POSITION**  
**FOR THE MONTH ENDED MARCH 31, 2018**

**ASSETS****CURRENT ASSETS**

Cash and cash equivalents	\$ 3,201,767
Accounts receivable	134,229
Investments	1,423,849
Prepaid expenses and other current assets	<u>50,710</u>
Total current assets	4,810,555

PROPERTY AND EQUIPMENT, net	<u>1,023,478</u>
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<b>TOTAL ASSETS</b>	<b><u>\$ 5,834,033</u></b>
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**LIABILITIES AND NET ASSETS****CURRENT LIABILITIES**

Accounts payable and accrued expenses	\$ 204,026
Accrued salaries and benefits payable	161,542
Deferred revenues	<u>35,112</u>
Total current liabilities	400,683

**NET ASSETS**

Unrestricted net assets	<u>5,433,350</u>
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<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b><u>\$ 5,834,033</u></b>
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These financial statements have not been subject to an audit, review, or compilation engagement, and no assurance is provided on them. Substantially all of the disclosures, and the statement of cash flows, required by accounting principles generally accepted in the United States of America have been omitted.

**FRENCH AND MONTESSORI EDUCATION INCORPORATED**  
**D/B/A AUDUBON CHARTER SCHOOL**  
**STATEMENT OF ACTIVITIES AND BUDGET COMPARISON**  
**FOR THE NINE MONTH ENDED MARCH 31, 2018**

	<u>Actual</u>	<u>Budget</u>	<u>Annual Budget</u>	<u>% Achieved</u>
<b>REVENUES AND SUPPORT</b>				
MFP revenues	\$ 5,295,687	\$ 5,235,750	\$ 6,981,000	76%
Fee revenues	118,718	168,300	224,400	53%
Public grants and program funding	796,984	1,224,800	1,531,000	52%
Private grants and donations	1,479,339	154,500	206,000	718%
Income from investments	32,312	30,000	40,000	81%
Other income	328,322	393,600	492,000	67%
Total revenues and support	<u>8,051,362</u>	<u>7,206,950</u>	<u>9,474,400</u>	85%
<b>EXPENSES</b>				
Salaries	\$ 4,765,673	\$ 4,490,919	\$ 5,700,771	84%
Benefits	1,653,935	1,479,967	1,881,254	88%
Custodial	-	2,193	3,000	0%
Disposal	10,290	12,010	16,013	64%
Dues	54,063	34,875	46,500	116%
Food service	228,500	250,517	310,000	74%
Insurance	73,965	67,675	95,700	77%
Materials	268,489	181,999	218,061	123%
Purchased services	775,976	548,606	638,877	121%
Rentals	7,424	69,269	24,112	31%
Repairs and maintenance	145,862	338,337	208,193	70%
Travel	31,879	577,738	57,000	56%
Utilities	166,432	122,474	175,000	95%
Depreciation	43,743	130,004	59,000	74%
Other expenses	106,744	44,958	40,918	261%
Total expenses	<u>8,332,975</u>	<u>8,351,541</u>	<u>9,474,400</u>	88%
<b>CHANGE IN NET ASSETS</b>	<u>\$ (281,613)</u>	<u>\$ (1,144,591)</u>	<u>\$ (0)</u>	
NET ASSETS - Beginning of period	<u>5,714,963</u>			
<b>NET ASSETS - End of period</b>	<u>\$ 5,433,350</u>			

These financial statements have not been subject to an audit, review, or compilation engagement, and no assurance is provided on them. Substantially all of the disclosures, and the statement of cash flows, required by accounting principles generally accepted in the United States of America have been omitted.

**FRENCH AND MONTESSORI EDUCATION INCORPORATED  
D/B/A AUDUBON CHARTER SCHOOL  
STATEMENT OF ACTIVITIES AND BUDGET COMPARISON  
FOR THE MONTH ENDED MARCH 31, 2018**

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>
<b>REVENUES AND SUPPORT</b>			
MFP revenues	\$ 481,425	\$ 581,750	\$ (100,325)
Fee revenues	13,780	18,700	(4,920)
Public grants and program funding	18,280	153,100	(134,820)
Private grants and donations	17,520	17,167	353
Income from investments	8,251	3,333	4,918
Other income	52,473	49,200	3,273
Total revenues and support	<u>591,729</u>	<u>823,250</u>	<u>(231,521)</u>
<b>EXPENSES</b>			
Salaries	\$ 625,380	\$ 546,447	\$ 78,933
Benefits	214,751	179,780	34,971
Custodial	-	275	(275)
Disposal	1,117	1,334	(217)
Dues	8,787	3,875	4,912
Food service	60,508	48,199	12,309
Insurance	7,402	7,594	(192)
Materials	37,046	18,172	18,874
Purchased services	82,170	36,386	45,784
Rentals	884	3,713	(2,829)
Repairs and maintenance	19,673	17,349	2,324
Travel	4,980	4,750	230
Utilities	9,378	14,583	(5,205)
Depreciation	4,823	4,917	(94)
Other expenses	10,377	3,410	6,967
Total expenses	<u>1,087,276</u>	<u>890,784</u>	<u>196,492</u>
<b>CHANGE IN NET ASSETS</b>	<u><u>\$ (495,547)</u></u>	<u><u>\$ (67,534)</u></u>	<u><u>\$ (428,013)</u></u>
NET ASSETS - Beginning of month	<u>5,944,018</u>		
<b>NET ASSETS - End of month</b>	<u><u>\$ 5,448,471</u></u>		

These financial statements have not been subject to an audit, review, or compilation engagement, and no assurance is provided on them. Substantially all of the disclosures, and the statement of cash flows, required by accounting principles generally accepted in the United States of America have been omitted.

**FRENCH AND MONTESSORI EDUCATION INCORPORATED  
D/B/A AUDUBON CHARTER SCHOOL  
NOTES TO THE FINANCIAL STATEMENTS  
MARCH 31, 2018**

**1. MFP REVENUES**

The budgeted MFP revenue for fiscal year 2017-18 is based on \$8950 for 780 students.

The total 2% administrative fee, charged by the OPSB for its supervisory role in being the school's granting authority, retained by OPSB for fiscal year 2017-18, is \$85,969 through June 30, 2018 and is recorded within Purchased Services on the Statement of Activities and Change in Fund Balance.

<b>2. PUBLIC GRANTS &amp; PROGRAM FUNDING</b>	<b>Month</b>	<b>Year to Date</b>	<b>Annual Budget</b>	<b>% ACHIEVED</b>
NCLB - Title I		\$ 123,526	\$ 426,000	
Title II - Improving Teacher Quality		-	81000	
IDEA-B		64,960	175,000.00	
LA 4 Preschool		-	158,000.00	
Safe Routes to School		-		
LA Renaissance Language Immersion Grant		-		
CODOFIL Stipends		54,000	60000	
2016-17 F.A.T. Salary		340,000	380000	
EEF		-	11000	
Federal Lunch Program	18,280	211,163	240000	
Literacy Grant		3,335	0	
Total Public Grants and Program Funding	<u>\$ 18,280</u>	<u>\$ 796,984</u>	<u>\$ 1,531,000</u>	<u>52%</u>

<b>3. PRIVATE GRANTS AND DONATIONS</b>	<b>Month</b>	<b>Year to Date</b>	<b>Annual Budget</b>	<b>% ACHIEVED</b>
Chinese - Donation In-Kind (Salaries)	\$ 8,600	\$ 68,800		
LASIP Program		12,928		
Jazz and Heritage		3,500		
Sunship	4,628	5,467		
Schwab Grant		200,000		
Keller Family		17,000		
Annual Giving and Other Donations	1,472	81,169		
Cool Zoo	2,165	6,281		
Kellogg Grant		547,150		
Walton Grant		325,000		
ECMO		200,000		
Society for French Schools		6,494		
GNOF		4,000		
	655	-		
Dollar General		1,850		
Total Private Grants and Donations	<u>\$ 17,520</u>	<u>\$ 1,479,639</u>	<u>\$ 206,000</u>	<u>718%</u>

These financial statements have not been subject to an audit, review, or compilation engagement, and no assurance is provided on them. Substantially all of the disclosures, and the statement of cash flows, required by accounting principles generally accepted in the United States of America have been omitted.

**FRENCH AND MONTESSORI EDUCATION INCORPORATED**  
**D/B/A AUDUBON CHARTER SCHOOL**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**MARCH 31, 2018**

<b>4. OTHER INCOME</b>	<b>Month</b>	<b>Year to Date</b>	<b>Annual Budget</b>	<b>ACHIEVED</b>
Charter Care and Arts Reach	\$ 11,341	\$ 156,974		
Other Student Activity	14,103	56,100		
Consumable Fees	9,728	55,724		
EarthKeepers		24,968		
Summer/Space Camp	15,701	15,905		
Food Service Revenues	697	13,914		
Other Miscellaneous	902	4,737		
Total Other Income	<u>\$ 52,472</u>	<u>\$ 328,322</u>	<u>\$ 492,000</u>	<u>67%</u>

<b>5. INVESTMENTS</b>	<b>Balance at 3/31/2018</b>
FNBC CDARS Account:	
Principal	\$ 531,668
Accrued Interest	3,281
Subtotal	<u>534,949</u>
Merrill Lynch Account:	
Cash/Money account	22,541
Government and Agency Securities	436,349
Corporate Bonds	249,623
Blackrock Mutual Fund	176,605
Accrued Interest	3,782
Subtotal	<u>888,900</u>
Total Investments	<u>\$ 1,423,849</u>

These financial statements have not been subject to an audit, review, or compilation engagement, and no assurance is provided on them. Substantially all of the disclosures, and the statement of cash flows, required by accounting principles generally accepted in the United States of America have been omitted.

# Coversheet

## 2018-2019 Budget (DRAFT-Information Item)

<b>Section:</b>	VI. Finance Report
<b>Item:</b>	B. 2018-2019 Budget (DRAFT-Information Item)
<b>Purpose:</b>	FYI
<b>Submitted by:</b>	
<b>Related Material:</b>	18-19 proposed budget consolidated pdf.pdf

**Audubon Schools**  
**Comparative Income Statements**  
**2018 - 2019 Proposed Budget Schedule DRAFT**

	<b>AUDUBON UPTOWN FY 2019</b>	<b>AUDUBON GENTILLY FY 2019</b>	<b>AUDUBON CENTRAL OFFICE FY 2019</b>	<b>TOTAL FY 2019</b>	<b>PRIOR YEAR'S BUDGET FY 2018</b>
<b>Revenues</b>					
MFP Revenues	7,254,000	1,209,000	-	8,463,000.00	6,981,000.00
Fee Revenues	158,100	86,700	-	244,800.00	224,400.00
Grants & Program Funding	1,251,975	599,851	-	1,851,825.70	1,531,000.00
Private Grants and Donations	286,000	827,517	399,850	1,513,367.00	206,000.00
Income from Investments	-	-	55,000	55,000.00	40,000.00
Other Income	450,000	100,000	-	550,000.00	492,000.00
<b>Total Revenues</b>	<b>9,400,075</b>	<b>2,823,068</b>	<b>454,850</b>	<b>12,677,993</b>	<b>9,474,400</b>
<b>Expenses</b>					
Salaries	5,043,998	1,276,835	892,224	7,213,057.00	5,700,771.17
Benefits	1,815,839	254,729	321,201	2,391,768.50	1,881,254.49
Custodial	-	-	-	-	3,000.00
Disposal	12,000	8,400	-	20,400.00	16,013.33
Dues	6,000	6,000	39,000	51,000.00	46,500.00
Food Service	285,000	125,091	-	410,091.00	310,000.00
Insurance	143,600	80,000	-	223,600.00	95,700.00
Materials	285,950	98,580	-	384,530.00	218,061.00
Purchased Services	670,580	258,261	71,000	999,841.08	638,877.17
Rentals	9,811	4,500	-	14,310.57	24,112.00
Repairs & Maintenance	182,500	83,880	-	266,380.00	208,193.34
Travel	40,000	10,000	5,000	55,000.00	57,000.00
Utilities	220,728	93,732	-	314,460.00	175,000.00
Depreciation	58,380	50,000	-	108,379.55	59,000.00
Other Expenses	113,375	20,000	-	133,375.00	40,917.50
Debt Service	-	91,800	-	91,800.00	
<b>Total Expenses</b>	<b>8,887,760</b>	<b>2,461,808</b>	<b>1,328,425</b>	<b>12,677,993</b>	<b>9,474,400</b>
<b>Net Operating Surplus (Deficit)</b>	<b>\$ 512,314</b>	<b>\$ 361,260</b>	<b>\$ (873,575)</b>	<b>\$ (0)</b>	<b>\$ (0)</b>

# Coversheet

## CEO Report

<b>Section:</b>	VII. CEO Report
<b>Item:</b>	A. CEO Report
<b>Purpose:</b>	FYI
<b>Submitted by:</b>	
<b>Related Material:</b>	FAME Board Administrative Report April 2018.docx



Main Campus/Lower School  
428 Broadway Street, New Orleans, LA 70118  
Phone (504) 324-7100 Fax (504) 866-1691



Upper School  
1111 Milan Street, New Orleans, LA 70115  
Phone (504) 324-7110 Fax (504) 218-4618

## **FAME, Inc. Board Meeting Administrative Report**

### **April 2018**

#### **I. Upper/ Lower School**

- March 19-29: Audubon hosted students from our exchange school in Nice, France. Students and faculty enjoyed a welcome breakfast with the French Consul General, and many activities during their stay including plantation and swamp tours.
- March 19-29: Alliance Francaise organized Festinema, a French Cinema series that all French program classes participated in.
- March 20, 27: Upper campus students participated in the international DELF exams.
- March 20, 22: Testing Talk meetings took place at both Broadway and Milan to give information and answer questions about state standardized testing.
- March 21: Ms. Dollie and Mr. Griffin's students performed in the Spring Celebration of the Arts at Dixon Hall.
- March 22-25: Multiple staff members attended the American Montessori Society's Annual Conference in Denver.
- March 26-29: The third annual Francophone Week was a huge hit, with French breakfasts, awards for French middle school students, and the best door contest to date. The French Attache visited to judge the doors on Thursday, March 29th.
- March 29: Student Council at Milan held a 4/5 grade "Under the Sea" dance.
- April 9: Multiple administrators and teachers attended an Alliance Francaise workshop on integrating video games for educational purposes.
- April 11: Both campuses held active shooter trainings for staff with the New Orleans SWAT team.

#### **II. Audubon Gentilly**

- Materials: AG won the JPPS auction of Montessori materials. Inventorying of the items will start shortly.
- French Language Integration: Ongoing work on the design of French language curriculum includes alignment with the state's immersion standards, and alignment with Montessori curriculum and supplemental reading curriculum. Professional development for teachers in this area is also being designed. The integration into the culture of the

school (i.e. signage, communication of procedures and expectations, etc.) is also an ongoing process.

- Young Audiences: YALA will be providing services in the areas of visual art, dance, theatre, and creative movement for AG's special/ancillary classes. YALA will also provide afterschool programs in the Arts.
- Most positions are filled for Audubon Gentilly. Interviews are ongoing. Offer letters were sent out to the week of 4/9. We are waiting for replies.

### **III. Development**

**Annual Fund:** \$54,230.00

36% parent participation

70% board participation

**Save the Dates:**

**Rarebird Night at City Park:** April 21<sup>st</sup>.

**GiveNOLA Day:** May 1<sup>st</sup>

**Grants:**

Total Amount submitted for 17-18 to date: \$2,264,850.00

Total Amount awarded: \$2,047,000.00

Pending: \$398,000.00

**IV. Operations**

EnrollNOLA has finalized placement of students and parents have received notifications. See table below for the number of students matched to Audubon. Registration for both campuses will take place in May.

Row Labels	Count of Future School Grade
<b>Audubon Charter School French</b>	<b>418</b>
1	53
2	52
3	49
4	47
5	38
6	35
7	40
8	32
K	52
PK4	20
<b>Audubon Charter School French (Tuition)</b>	<b>21</b>
PK4	21
<b>Audubon Charter School Montessori</b>	<b>468</b>
1	50
2	47
3	47
4	54
5	54
6	54
7	54
8	46
K	52
PK4	10
<b>Audubon Charter School Montessori (Tuition)</b>	<b>22</b>
PK3	11
PK4	11
<b>Audubon Charter School Montessori- Scholarship</b>	<b>10</b>
PK3	10
<b>Audubon Gentilly</b>	<b>154</b>
1	45
2	46
K	45
PK4	18
<b>Audubon Gentilly Tuition</b>	<b>17</b>
PK4	17
<b>Grand Total</b>	<b>1110</b>