



F.A.M.E., Inc.

Board Retreat 2019

Date and Time

Saturday June 15, 2019 at 8:30 AM CDT

Location

1040 Filmore Ave., New Orleans, LA 70124 (Bayou Oaks Golf Course)

Agenda

I. Opening Items

Opening Items

- A. Breakfast
- B. Record Attendance and Guests
- C. Call the Meeting to Order

II. School Administration Reports

A. State of the School Summary

A report on the state of the school summarizing the 2018-2019 school year.

B. The Year Ahead

A report detailing the goals and benchmarks for the school moving into the 2019-2020 school year.

C. The Future of Audubon Schools

D. BREAK

III. OPSB Update

A. Facilities Preservation Fund Update

Update on the Facilities Preservation Fund and what this change means for Audubon Schools

IV. FAME Board Updates and Work Sessions

A. Board Composition & Duties

B. Charter Documents

C. 501(C)3 Updates

D. BREAK

E. Business Continuity Plan

F. Committee Work Sessions

V. Lunch

A. LUNCH

VI. Next Steps: Board Priorities for the Upcoming Year

A. Committee Work Sessions (con't)

B. Committee Presentations

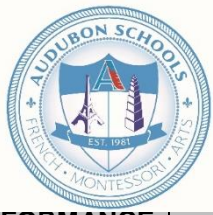
VII. Closing Items

A. Adjourn Meeting

Coversheet

State of the School Summary

Section:	II. School Administration Reports
Item:	A. State of the School Summary
Purpose:	FYI
Submitted by:	
Related Material:	State of the School Draft 2.pdf



Audubon Charter School

State of the School Report

June 15, 2019

PERFORMANCE OUTCOME	GOAL	DATA			JUNE 2019-2020 GOALS	KEY STRATEGIC ISSUES	
ACADEMIC ACHIEVEMENT							
State Tests	1. Students at Audubon Schools in each grade level will perform at mastery or above on LEAP 2025 at a higher rate than the district or state.	See Appendix A.			-The percentage of students scoring at the Mastery or above levels will increase at every grade level.	-Audubon Gentilly will take state assessments this spring 2020 for the first time -Audubon Gentilly will not offer Algebra I until it grows to 8 th grade. -Test scores are released after the end of an academic year.	
	2. By the end of each school year, 90% of students enrolled at Audubon Schools will pass the Algebra I EOC with a score of Approaching Basic or above.	# Students Tested	63		-90% of students enrolled in Algebra I will successfully complete the Algebra I EOC with a passing score (TBD by LDOE for 2018-19).		
		# Students Passing Score	62				
		% Pass Rate	98%				
Proficiency Assessments	1. By the end of each school year, 80% of students at Audubon Schools Uptown will successfully pass the A1, A2, B1 and B2 DELF exams.		A2	B1	B2	-90% of students will successfully pass the A1, A2, B1 and B2 DELF exams.	-2 nd grade students will take the A1 test for this spring 2020 for the first time -It continues to be a priority to raise funds so that scholarships can be offered to ensure that all students will be able to take the DELF exam.
		# Students Tested	31	24	15		
		# Students Passing Score	31	24	11		
		% Pass Rate	100%	100%	74%		
Diagnostic Tests	1. By the end of the school year, 70% or more of students will score at grade level or better as measured by the MAP ELA test.	Campus	2019 Spring Testing Percentage	2020 Goal Percentage		-See chart at left.	-A new assessment was adopted for use beginning in the 2018-2019 school year. The MAP test replaced the STAR Assessment. The MAP Assessment is a nationally norm referenced assessment.
		Broadway	55%	65%			
		Gentilly	61%	71%			
		Milan	75%	85%			
	2.By the end of each school year, 70% or more of students will score at grade level or better as measured by the MAP Math test.	Campus	2019 Spring Testing Percentage	2020 Goal Percentage		-See chart at left.	
		Broadway	47%	57%			
		Gentilly	52%	62%			
		Milan	66%	76%			

STUDENT ATTENDANCE						
Attendance	1. Audubon Schools annual attendance rate will be 95% or higher.	Annual Attendance Rate		96%	Audubon's annual attendance rate will be 95% or higher.	
STUDENT ENROLLMENT & RETENTION						
Enrollment Rate & Retention Rate	1. Audubon Schools Uptown enrollment will be at least 95% of projected enrollment during each year.	School	Actual Enrollment Count	Projected Enrollment	At least 95% of the projected enrollment will enroll in Audubon Schools Uptown.	-Enrollment is governed and maintained by EnrollNOLA -Audubon Gentilly cannot accept 3 year old students until it obtains daycare licensing. We are awaiting the final inspection from the state.
		Audubon Uptown French	449 (93.5%)	480		
		Audubon Uptown Montessori	522 (108.3%)	482		
	2. Audubon Schools Gentilly enrollment will be at least 95% of projected enrollment during each year.	School	Actual Enrollment Count	Projected Enrollment	At least 95% of the projected enrollment will enroll in Audubon Schools Gentilly.	
		Audubon Gentilly	213 (94.7%)	225		
	3. Audubon Schools' retention rate will be above the district average.	NOT YET AVAILABLE				
STAFF RETENTION & RECRUITMENT						
Staff Retention	1. The annual rate of voluntary teacher attrition, excluding teachers who leave to attend graduate school, will be less than 10%	Total Staff	170.5		1. The annual rate of voluntary teacher attrition, excluding teachers who leave to attend graduate school, will be less than 10%	-Lower pay scales at all positions has made it difficult to attract and retain newly hired talent for both campuses -Involuntary Exits consists of faculty whose contracts were not being renewed (6) and those whose positions were eliminated (5).
		# Staff exits	12			
		Retention Rate	92.9%			
		CODOFIL Turnover	2			
		Involuntary Exits	12			
Staff Recruitment	2. 90% of vacant staff positions will be filled by May of each school year	# Vacancies	20		2. 90% of vacant staff positions will be filled by May of each school year	
		# Hired	18			
		% Hired	90%			
FAMILY INVOLVEMENT & SATISFACTION						
Family Involvement	1. All families will meet a commitment of at least 20 hours per year volunteered to the school.	DID NOT TRACK		1. 70% of families will meet a commitment of at least 20 hours per year volunteered to the school.	Volunteer hours will be tracked in Parent Square. The feature will be turned on for all campuses. Audubon staff can report and parents can self-report. We can run a report from Parent Square to track hours per campus	

Family Satisfaction	1. Each year, 75% of families will report being Satisfied or Highly Satisfied with the overall quality of Audubon's academic program and community culture.	The survey will be coordinated by the Strategic Planning Committee	1. Each year, 75% of families will report being Satisfied or Highly Satisfied with the overall quality of Audubon's academic program and community culture.	
FINANCE				
Finance (taken from the Charter School Accountability Framework)	1. Audubon will maintain a debt to asset ratio that is less than or equal to 0.9	Audubon maintains a debt to asset ratio that is less than or equal to 0.9 as of April 30 th 2019 our asset ratio is 0 as we currently do not have any external debt.	Audubon will continue to monitor key financial metrics to ensure we meet or exceed benchmarks.	-The Finance Committee continues to revise Finance policies and procedures
	2. Audubon will not be in default of any loan covenant or delinquent with debt service.	Audubon is not in default of any loan covenant or delinquent with debt service as we have not received debt financing to date.	Audubon will continue to follow best business practices to stay in compliance with any loan covenant or debt service requirements.	
	3. Audubon will maintain sound financial reserves of at least 10% (unrestricted net assets/total expenses)	Audubon maintains sound financial reserves. As of April 30 th 2019 our ratio is 50% 5X greater than the recommended benchmark	Continue to use sound financial stewardship of funds to exceed regulatory benchmarks and requirements.	
	4. Audubon will receive an annual unqualified audit with no findings deemed to be significant, material or internal control weakness	Audubon is on track to receive another unqualified audit with no findings, deemed to be significant, material or an internal control weakness.	Continue to monitor systems within the organization to minimize the risk of material findings or misstatements.	

Appendix A. LEAP 2025 Score Analysis
Percentage of Students Scoring Mastery or Above
Spring 2018

		ELA	Math	Social Studies
3rd Grade	Audubon	55%	30%	33%
	City	34%	30%	16%
	State	46%	42%	24%
4th Grade	Audubon	52%	46%	36%
	City	31%	30%	15%
	State	44%	38%	24%
5th Grade	Audubon	53%	26%	27%
	City	28%	19%	14%
	State	43%	30%	21%
6th Grade	Audubon	60%	44%	64%
	City	27%	20%	21%
	State	34%	28%	25%
7th Grade	Audubon	72%	46%	67%
	City	29%	21%	30%
	State	43%	25%	34%
8th Grade	Audubon	74%	51% * 8th grade Math	62%
	City	38%	25% * 8th grade Math	30%
	State	45%	28% * 8th grade Math	37%

Coversheet

The Year Ahead

Section:	II. School Administration Reports
Item:	B. The Year Ahead
Purpose:	FYI
Submitted by:	
Related Material:	Year Long Plan 2019.pdf 2019-2020 Strategic Communication Plan.pdf



Year Long Plan 2019

“Embrace, Reflect, Serve”



We Are All Rarebirds: Different Feathers, Same Flock

The 2018-2019 school year was a year of great change and innovation for Audubon Charter School. This year, we accomplished many great things including:

- Opening Audubon Charter School Gentilly
- Increase in Mastery and Above Rates on the Algebra I Exam
- Equity and Top Gains Award from the LDOE
- Recognized as Anti-Defamation League's "No Place for Hate" Campuses
- Partnership Established with Orléans, France
- Renewed AEFE Accreditation
- Renewed World Languages Certification
- NMTC-NO Received First Training Cohort
- Formed Strategic Plan Committee
- Rolled Out Core Values

While Audubon has been, and continues to be, a bastion of quality public education in a city that has struggled to develop a cohesive educational identity and system, it is time to reflect on our place in the larger educational context and trajectory of New Orleans. As we have grown and adapted, we must refine our areas of need in a way that is inclusive and responsive to our community and stakeholders. For this reason, it was determined that a formal strategic planning initiative be undertaken to ensure that we are charting a path forward to remain a paragon of quality education for the foreseeable future.

In partnership with Beloved Community, we undertook deep work to assess who we truly are as Audubon Schools. This work led to a redesign and roll-out of our core values this year: Embrace, Reflect, Serve. These values not only capture the spirit of Audubon, but also guide us as we navigate a changing educational landscape. Undertaking strategic planning is a key step in establishing Audubon for years to come, and we look forward to the meaningful work that develops as we embrace who we are, reflect on how to improve, and ultimately serve our community in the most meaningful way.



Latoye A. Brown, CEO

Audubon Charter Schools

The Audubon Story

Audubon Montessori School was established in 1981 through the vision of four teachers who met while attending Montessori certification classes at Tulane University. Two of the four teachers petitioned the Orleans Parish School Board for support of this concept and Audubon Montessori School was created. This highly unique inception from the bottom-up guaranteed the success of the school because teachers took ownership and responsibility for its ultimate success.

In 1986, a French component opened within the school and proved to be extremely effective for this new cadre of students. The French government took note, and in 1990, Audubon became an official French School in an historical agreement between the French Government and the State of Louisiana. In 2002, the French government designated our school as a center for effective strategies in the teaching of a foreign language. In 2015, Audubon was also designated as a Certified World Language Immersion site.

In the wake of Katrina, the Audubon community requested the Orleans Parish School Board re- open the shuttered school as a charter. In January 2006, Audubon Montessori School became Audubon Charter School, operating under the governance of the French and Montessori Education, Inc. Board of Directors or FAME Board. In May 2006, the Orleans Parish School Board granted Audubon Charter School an additional building. The Upper School is currently located at 1111 Milan St., and the Lower School is located at 428 Broadway St., New Orleans, LA.

In 2016, the FAME board, in collaboration with the Senior Administration, began the process of planning for the future of Audubon. This planning included two major decisions, to open a second school site located in the Gentilly area of the city and to become its own Local Educational Authority (LEA) authorized by the Orleans Parish School Board. The FAME Board was inspired to move forward with the decision to open a second school site because of a desire to provide a high quality education to a larger number of families in the Greater New Orleans area. Becoming its own LEA would provide additional freedom to manage the schools' resources to meet the needs of the children we serve.

In May 2017, the FAME Board was approved to open a second Audubon School site and in July of 2017, Audubon Charter School became its own Local Educational Authority, authorized under Orleans Parish School Board. In preparation for the addition of a second

school site, Audubon undertook a reorganization of its management structure and developed a Charter Management arm which operates under the Audubon Schools moniker.

Audubon Schools Gentilly opened in August 2018 serving students in grades Pre-Kindergarten to 2nd. The school will add one grade each year until it is a fully operational Pre- Kindergarten (3) to 8th grade elementary school. It is located at 4720 Painters Street, New Orleans, 70122.

In 2018, the Upper School was sited to the Banneker campus. Although we are currently working through the process of trying to obtain financing to renovate the Banneker campus, we are confident that the Strategic Planning process will also help in finalizing this process.

We are proud of Audubon Schools and envision even greater possibilities for our Rarebird community.

DEMOGRAPHICS

a) Students

2018-2019 Demographic Information		
February 1, 2019 Counts		
	Audubon Uptown	Audubon Gentilly
Total Student Count	873	151
Free/Reduced Lunch	24.24%	52.98%
ESL	2.74%	0.11%
SpEd	11.57%	19.21%
Gifted/Talented	24.40%	5.30%
Male	419	63
Female	454	88
Montessori	465	N/A
French	408	N/A
American Indian	0.6%	0%
Asian	2.9%	3.3%
Black	49.8%	78.3%
White	40.6%	18.4%
Multi-Racial	5.9%	0%
Pacific Islander	0.2%	0%

b) Faculty/Staff

- **Gentilly (35 FTE): (55.7%) Black, (38.6%) White, (2.9%) Asian, (2.9%) Hispanic**
- **Lower School (68.5 FTE): (41%) Black, (57%) White, (2%) Asian**
- **Upper School (61.5 FTE): (35%) Black, (57%) White, (5%) Hispanic, (3%) Asian**
- **CMO Staff (7.5 FTE): (81%) Black, (9.5%) White, (9.5%) Asian**

INTERVENTION AND ENRICHMENT SERVICES

Wellness

- ✓ Itinerant School Psychologists
- ✓ Nurses
- ✓ School Social Worker and Counselor
- ✓ Physical Education

Academic Interventions

- ✓ Full Time Student Support Services Coordinators (RTI)
- ✓ Full time Special Education Teachers
- ✓ Full-time Reading Interventionists
- ✓ Full-time French Interventionists
- ✓ Full-time Math Interventionists
- ✓ Full-time ESL Teacher

Enrichment

- ✓ Full-time Gifted Teachers
- ✓ Talented in Theater Classes
- ✓ Talented in Music Classes
- ✓ Talented in Visual Art Classes
- ✓ General Music
- ✓ Creative Movement
- ✓ General Art Classes
- ✓ Chinese Language Classes
- ✓ French Language Classes
- ✓ Library



MISSION

Audubon Charter School's mission is to foster a culturally rich and academically rigorous program using the French and Montessori Curriculum and a comprehensive arts curriculum. Audubon students are actively and purposefully involved in their learning so they become responsible citizens in a changing world.

VISION

Audubon Charter School is a world class instructional institution that grooms the next generation of global citizens. We develop, educate and cultivate the students who create the future and change the world.

VALUES

Embrace, Serve, Reflect

Embrace: We embrace everyone because that helps all of us flourish. We are open-minded in our efforts to learn about each other.

Serve: We are committed to providing for everyone so that they may succeed. We encourage a sense of service because it strengthens our entire community.

Reflect: We believe that learning happens in reflection. We look inside ourselves and question our own work in order to grow and improve. We use our reflections to guide change.



PRIORITIES



PRIORITY # 1:
STUDENT LEARNING

PRIORITY # 2:
STRATEGIC PLANNING

STUDENT LEARNING

Special Education

Special Education is an area of refinement for Audubon across all campuses. As our demographics have shifted, and we have become our own LEA, we have undergone a comprehensive process to redefine our special education procedures and delivery of instruction.

Goals:

1. 100% of IEPs for students with disabilities will be rewritten to reflect SMART, rigorous goals and acceptable PLAAF by September 20, 2019, as measured by the State rubric.
2. The subgroup performance index score for students with disabilities as measured within our state school performance score (SPS), will increase from a 37.7/F, to a 50/D in the 2020 SPS score reports.

Action Steps

- IEP Writing Workshops- 8/2019 In-Service
- IEP Review Process- Initial Reviews by 9/2019, Quarterly Thereafter
- Brigance Adoption
- iReady Adoption
- Increased Staffing

English Language Arts

Writing instruction continues to be an area of focus for all Audubon schools. According to 2018 LEAP scores, reading performance was consistent, but writing performance has sharply declined and stratified, accounting for overall drops in scaled scores.

Goals:

1. Currently, 52% of students score in the moderate or weak score band on the writing subcategory of the LEAP 2025 ELA test. Our goal is for 30% or less of our students to score in the moderate and weak score bands as represented on the 2019 LEAP score reports.
2. See the chart below for the percentage of students scoring in the average or above score bands on the MAP diagnostic Reading test. Our goal is for these percentages to increase by at least 10% on the Spring 2020 MAP testing.

Campus	2019 Spring Testing Percentage	2020 Goal Percentage
Broadway	55%	65%
Gentilly	61%	71%
Milan	75%	85%

Math

Audubon is currently undergoing a multi-year curricular alignment overhaul to address the gaps in our unique curricula and the state progression. This is indicated on LEAP scores, as our students demonstrate a general outperformance on additional and supporting content v. major content.

Goals:

1. Currently, 38% of students scored in the strong score band on LEAP 2025 testing in the subcategory of major content, whereas 48% of students scored in the strong score band at the additional and support content subcategory. Our goal is for 50% of students to score at the strong score band in the major content subcategory as represented on the 2019 LEAP score reports.
2. See the chart below for the percentage of students scoring in the average or above score bands on the MAP diagnostic Math test. Our goal is for these percentages to increase by at least 10% on the Spring 2020 MAP testing.

Campus	2019 Spring Testing Percentage	2020 Goal Percentage
Broadway	47%	57%
Gentilly	52%	62%
Milan	66%	76%

Action Steps

- Strengthening Intervention Models, Frequency and Progress Monitoring
- Clarified Literacy Model
- Increased Regular Data Analysis
- Increased Structured Collaborative Planning
- Curricular Adoptions: iReady, Ready Math, Jump Math
- Human Capital Allocation
- Intentional Scheduling and Advance Calendaring
- Increased Professional Development: Writers' Workshop, Jump Math, Ready Math, Standards Institute
- Continued Curricular Alignment and Differentiation

STRATEGIC PLANNING

As an organization, Audubon Schools has expanded and adapted drastically over the past five years. During this time, multiple needs have been identified in areas such as communication, student services, and culture and climate. In order to effectively identify and prioritize needs in an inclusive manner, a framework for strategic planning has been developed. Utilizing a multi-disciplinary committee, an RFP and hiring process will be developed to bring on a strategic planning consultant who will direct this work in tandem with stakeholders.

Goals

Develop a strategic plan.

Action Plan

- Form committee (completed)
- Develop RFP and hiring process (completed)
- Conduct RFP and hiring process (in progress)
- Collaborate with consultant

LOOKING AHEAD

Strengths <ul style="list-style-type: none"> -French Accreditation -World Language Certification -Diversity -Opening of Training Center 	Challenges <ul style="list-style-type: none"> -Montessori Accreditation -Financing renovations for Banneker campus -Instructional Rigor and Alignment
Opportunities <ul style="list-style-type: none"> -Capital campaign for Upper School -Growth of Gentilly Campus -Growth of Training Center programming -Increase High School credit offerings -Diversify teaching staff -Improved school culture, climate and SEL structures -School Performance Score 	Threats <ul style="list-style-type: none"> -Rate of demographic shifts in relation to service provision capacity -Funding -OPSB Policies -School Performance Score -Increased competition for students

Long Term Goals

- Customer Service focused training for all employees
- Create feedback loops with stakeholders
- 90% Faculty/ Staff Retention Rate
- 100% Montessori Teacher Certification at Lower School and Gentilly
- Growing the Montessori Training Center

Appendix I:

Development Plan

Powered by BoardOnTrack

I. DEVELOPMENT HISTORY*FIVE YEAR HISTORY*

	2018-2019	2017-2018	2016-2017	2015-2016	2014-2015
Annual Fund	\$50,030.00	\$52,000.00	\$34,000.00	\$35,817.00	\$57,275.75
Grants	\$100,154.00	\$2,105,530.00	\$31,000.00	\$544,925.00	\$119,200.00
Rarebird Night at Cool Zoo	\$9,649.00	\$4,235.00	N/A	N/A	N/A
Rarebird Night at City Park	\$11,955.00	\$8,500.00	\$10,130.00	N/A	\$7,397.00
GiveNOLA Day	\$8,050.00*	\$4,130.00	\$6,195.00	\$3,675.00	N/A
Commemorative Brick Campaign	N/A	N/A	\$12,150.00	N/A	N/A
Raffle	N/A	N/A	\$5,055.00	N/A	\$6,700.00
Soiree	N/A	N/A	\$13,830.00	\$8,809.00	\$12,200.00
Kindness Campaign	\$10,031.00	N/A	N/A	N/A	N/A
Fais Do-Do	\$4,525.00	N/A	N/A	N/A	N/A
	\$194,394.00	\$2,170,160.00	\$113,855.00	\$ 593,226.00	\$ 202,772.75

*Note that these figures have been compiled with as much historical data that is available. Grant funding in 2015-2016 was higher due to a one-time Safe Routes to School grant, and grant funding in 2017-2018 was significantly higher due to multiple multi-year start-up grants to support Audubon Gentilly.

ANALYSIS

Audubon has a diverse fundraising portfolio consisting of individual giving, grants, and community-centered events.

Grant funding has historically been the primary source of fundraising income, but it is important to note that these figures can vary significantly due to circumstances outside of Audubon's control including a decrease in foundation funds and changes in funder priorities that do not align with our programming or mission. Individual Giving has been the second most profitable fundraising campaign, seeing an increase from \$56,130 in FY'17-'18 to \$68,111 in FY'18-'19 as a result of an increase of almost double the proceeds of GiveNOLA Day and the addition of the Kindness Campaign.

Audubon has a unique, vastly diverse donor population and therefore needs to provide opportunities for all levels of support. This has led to an exploration of various fundraising opportunities to find the campaigns and events that are appropriate for our organization and each school. We are very conscientious of the potential for donor fatigue, particularly in the area of individual giving, and are continuing to work on creating campaigns that appeal to donors and are appropriately timed throughout the year. Additionally, this past year we solidified implementation of the Rarebird Recognition Flock to recognize donors at various giving levels and also published the first Audubon Schools Annual Report, Rarebird Tracks, to further recognize donors and provide information on the progress of our organization. Donor relations will continue to be an area of focus moving forward in order to better engage donors and move them through the giving cycle.

Moving forward, we need to streamline and centralize our fundraising efforts to produce the most profit. It is important to be strategic in pursuing fundraising efforts that are sustainable, fit within our mission, and within the scope of our current infrastructure. To this end, I have conducted a SWOT analysis of the Development environment and fundraising activities to identify areas of focus for the 2019-2020 fiscal year.

II. 2018-2019 SUMMARY AND SWOT ANALYSIS

<p><i>Strengths</i></p> <p>Community Events Renewable Grants Individual Giving Diverse Fundraising Portfolio Fundable Programs and Student Population</p>	<p><i>Weaknesses</i></p> <p>Donor Engagement/Communication Marketing/Advertising Internal Communication Data Management Board Support</p>
<p><i>Opportunities</i></p> <p>Corporate Partnerships and Major Gifts Board and Administration Involvement Donor Appreciation and Engagement Federal and National Grant Funding</p>	<p><i>Threats</i></p> <p>Competition for resources in New Orleans Donor fatigue National decline in charitable giving</p>

III. FUNDRAISING PLAN 2019-20

INDIVIDUAL GIVING: AUDUBON ANNUAL FUND, KINDNESS CAMPAIGN, GIVENOLA DAY

Individual giving - comprised of Audubon's annual fund, Kindness Campaign, and GiveNOLA Day proceeds - requires a high degree of time and attention for tracking and donor cultivation, but it can ensure long-term sustainability for our organization by establishing meaningful relationships with donors and exposing our organization to new donors both locally and nationally. Audubon actively engages our families, current and past Board members, and past community supporters in these appeals. Audubon is fortunate to have a support base that is invested in the success of our programs and operations, and we diligently work to cultivate our relationships with our individual giving donors so that they can progress through the giving cycle and grow their investment within Audubon. We anticipate that this support will continue as we grow our organization, particularly with the addition of new potential supporters.

It is important to note that a significant challenge in this area is the notable decline in charitable giving nationwide.

Multiple reports published by The Association of Fundraising Professionals and The Fundraising Effectiveness Project have shown a decrease in the total number of new donors by 10.5% nationwide, resulting in a decrease in revenue of 2.2% and a decreased donor retention of 1%. Audubon did see a slight decrease in the donation amounts of donors who historically gave significant gifts; however, the addition of the Kindness Campaign helped to fill this gap. Overall, we expect to continue to see changes in the number of donors and amount of donations received through these campaigns but are confident that the diversity in these campaigns and the plans to grow and make changes to these campaigns will help ensure that we do not see a significant decrease in this area.

GRANTS

Grant funding has been a significant source of income for Audubon in previous years. The majority of grant funds come from local private or family foundations, many of which are consistent supporters of Audubon due to relationships. Now that Audubon is an established LEA, we are eligible for some of the federal grant opportunities that we previously were ineligible for. Challenges in this area include growing competition for limited funds, working with administration and staff to identify programs or needs that can be grant funded, and the lag time between submission and funding. Additionally, in applying for federal grants, challenges will be the significant time required to collect and organize data for each proposal as well as the time and data collection/analyzation methods needed for reporting. However, this remains an area of great potential for

significant income. We are currently working with funding partners to facilitate introductions to national foundations in order to capitalize on non-New Orleans based funders, seeking contacts with local foundations that are not current funders, and pursuing federal grant opportunities.

COMMUNITY EVENTS

Our organization has seen tremendous benefits from hosting community engagement events, including our Rarebird Night at City Park and Rarebird Night at the Cool Zoo, in the areas of fundraising and donor/sponsor engagement. We also added the Fais Do-Do event to the fundraising portfolio as a way to engage our new community of Gentilly and create a school-based event (similar to Fall Fete run by the Uptown PTO) that benefits Audubon Gentilly. Unfortunately, the event had to be cancelled due to severe weather but we expect this event to generate a moderate amount of new sponsors and income and be an excellent engagement event. In the 2018-19 academic year, these events generated a combined gross revenue of \$39,385 and engaged a total of 21 sponsors.

CORPORATE GIVING

Corporate Giving is an area ripe with potential growth for Audubon as it has historically not been an area of fundraising focus. The first step for growth in this area will be creating a corporate giving “wish list” in an effort to expand our current prospect list (e.g. new prospect, larger amount, in-kind donor). This prospect list will be developed by:

- working in conjunction with the PTO to identify parents who are employed by or affiliated with potential corporate donors and willing to make an introduction
- working in conjunction with the FAME Board to identify corporate contacts
- cultivating relationships with current and past corporate partners/vendors to identify potential funders from their customer/client/partner databases

Challenges in this area will be establishing contacts and the time it will take to cultivate contacts to become donors (typically one-two year cultivation of cold contact time). This is an area of significant opportunity for Board involvement. Board members are Audubon’s biggest advocates in the business community, and we will expect all Board members to assist in facilitating conversations with their corporate contacts. Additionally, we have appealed to the PTO to assist in identifying parents with potential corporate contacts and facilitating introductions. We will continue to use the parent employer information collected during the registration process to identify potential corporate giving partners.

IV. GOALS

Based on the above-stated SWOT analysis recognition of the available Development resources, the following Development goals have been established for the 2019-2020 fiscal year (presented with the 2018-2019 gross income per fundraiser for comparison):

Fundraiser	19-20 Gross Goal	2018-19 Gross
Cool Zoo Night	\$ 15,000.00	\$ 14,885.00
City Park Night	\$ 20,500.00	\$ 18,130.00
Annual Fund	\$ 50,000.00	\$ 45,650.00
Commemorative Bricks	\$ 14,500.00	N/A
GiveNOLA	\$ 10,000.00	\$ 8,050.00
Grants	\$ 300,000.00	\$ 100,155.00
Fais Do-Do	\$ 16,500.00	\$ 6,370.00
Kindness Campaign	\$ 15,000.00	\$ 11,414.00
Total '19-'20 Goal	\$ 441,500.00	\$ 204,653.00

V. BOARD INVOLVEMENT

We challenge the FAME Board to meet a Give/Raise goal of \$10,000 in the 2019-2020 FY. This includes any gifts made directly to the organization by a FAME Board member or a gift given by an individual or organization that is stewarded by a FAME Board member. Additionally, we ask members to help expand our exposure within the community by reviewing a list of foundations and corporations for potential personal or professional connections and acting as a liaison for introductions and stewardships.

CONCLUSIONS/ FINAL THOUGHTS

The pace of change for schools has not slowed, but Audubon is constantly growing to meet and surpass what is expected of us. As we reflect on our year, it is apparent that we have made strides to address these developing needs intentionally, and that with a forward-thinking outlook, we will continue as educational innovators and leaders. We take pride in ensuring that the Audubon approach continues for future students and families for generations to come.



2019-2020



AUDUBON SCHOOLS STRATEGIC COMMUNICATION PLAN

PROPOSED BY

Communications
Team

DATE

16 June 2019

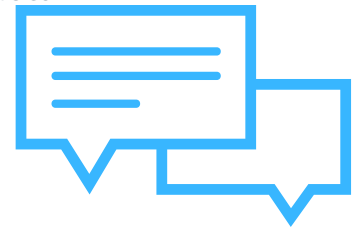
2019-2020

STRATEGIC COMMUNICATION PLAN



COMMUNICATION	FREQUENCY	TARGET AUDIENCE	DETAILS	LEADER
SOCIAL MEDIA	DAILY POST	PARENTS, PARTNERS, & COMMUNITY	DAILY PHOTOS, EVENT RECAPS, REMINDERS, & INFO	COMMUNICATIONS TEAM
E-BLAST	WEEKLY RELEASE ON FRIDAY	PARENTS, FACULTY, & BOARD	REMINDERS FOR THE WEEK EVENTS, INFO, CALENDAR, COMMUNITY & PTO/PTC UPDATES	COMMUNICATIONS TEAM SUBMISSIONS BY ADMIN, PTO/PTC, AND PARTNERS
NEWSLETTER	TRIMESTER ON FRIDAY	ALL CONSTITUENTS PARENTS, FACULTY, BOARD, SPONSORS & DONORS	PHOTOS, SCHOOL EVENT RECAP, & TEACHER/STUDENT SPOTLIGHT	COMMUNICATIONS TEAM
WEBSITES	ONGOING	ALL CONSTITUENTS	YEARLY CALENDAR EVENTS: DETAIL, PROMO & REGISTRATION ADMISSIONS, RESOURCES, & FUNDRAISING INFO	COMMUNICATIONS TEAM SUBMISSIONS BY ADMIN
MAILCHIMP	ONGOING	PARENTS & FACULTY	INFO AS NEEDED	COMMUNICATIONS TEAM
PARENTSQUARE	ONGOING	ALL CONSTITUENTS PARENTS, FACULTY, BOARD, SPONSORS & DONORS	CLASSROOM UPDATES & PHOTOS URGENT SCHOOL-WIDE REMINDERS	COMMUNICATIONS TEAM, TEACHERS, & ADMIN
SCHOOL MESSENGER	AS NEEDED	PARENTS & FACULTY	URGENT/ EMERGENCY UPDATES	CEO POSTED BY COMMUNICATIONS TEAM
FLYERS	AS NEEDED	PARENTS	INFO AS NEEDED	COMMUNICATIONS TEAM, TEACHERS, & OPP CLERKS

Breakdown



DESCRIPTION & PROCESS

Social Media: FaceBook, Instagram, Twitter

- Used to give a daily insight into Audubon Schools, Audubon Uptown, and Audubon Gentilly via platforms
- Photos, graphics, and messaging approved & posted by Communications Team
- Weekly planned posting schedule due by Friday at 4 pm

E-Blast: Fly with the Flock

- Sent via MailChimp
- Used to present week-at-a-glance information to parents and faculty & staff
- Principals, CEO, Director of Development and PTO/PTC will liaise with Communications Coordinator on information that will appear each week
- Information for e-blast due to Communications every Thursday at 12 pm

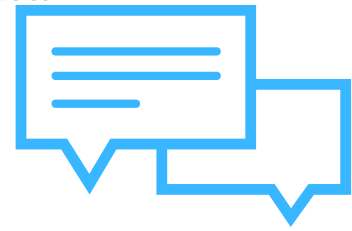
Newsletter: The Rarebird

- Used to give a snapshot of QUARTERLY happenings at all three campuses.
- Includes:
 - o CEO/Principal Message
 - o Photos of field trips, classroom activities, and special events
 - o Upcoming events
 - o Student/Teacher Spotlight
 - o Donor Appreciation

Websites: Audubon Charter & Audubon Schools

- Used to provide an outlet for resources necessary for parents, faculty & staff, and Board members
- Holds up-to-date yearly school calendar
- Used to pay for events, field trips, donations, graduation and performances

Breakdown



ParentSquare

- Primarily used by faculty/staff for direct teacher to parent communication including classroom activities, photos from class, field trip updates, etc.
- Used SPARINGLY by Principals and directors for general class/grade reminders (information that is timely and cannot wait to be included in an e-blast)
- Reminders should be “last chance” or urgent action required

MailChimp

- Primary communications outlet, includes segmented contact lists
- In addition to the weekly e-blast, can be used to send targeted supplemental emails on an as-needed basis

School Messenger

- Audubon's Emergency Alert System used to alert, notify, and update on cases of emergency, severe weather, and school cancellations

Analytics

2018-2019 COMMUNICATION STATISTICS



FACEBOOK

AUDUBON CHARTER SCHOOL UPTOWN
674 LIKES 715 FOLLOWS

AUDUBON CHARTER SCHOOL GENTILLY
227 LIKES 243 FOLLOWS

AUDUBON SCHOOLS
26 LIKES 28 FOLLOWS



INSTAGRAM

AUDUBON CHARTER SCHOOL UPTOWN
126 FOLLOWERS 42 FOLLOWING

AUDUBON CHARTER SCHOOL GENTILLY
82 FOLLOWERS 48 FOLLOWING

AUDUBON SCHOOLS
67 FOLLOWERS 58 FOLLOWING



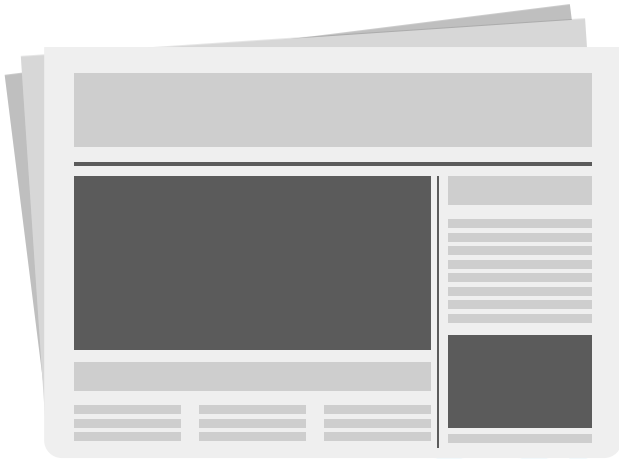
TWITTER

AUDUBON CHARTER SCHOOL UPTOWN
40 FOLLOWERS 109 FOLLOWING

AUDUBON CHARTER SCHOOL GENTILLY
12 FOLLOWERS 125 FOLLOWING

Analytics

2018-2019 COMMUNICATION STATISTICS



THE RAREBIRD NEWSLETTER

AUDUBON UPTOWN

ISSUE 1 10.6.18: 45 VIEWS

ISSUE 2 11.11.18: 58 VIEWS

ISSUE 3 11.11.18: 58 VIEWS

AUDUBON GENTILLY

ISSUE 1 10.6.18: 23 VIEWS
10.19.18: 7 VIEWS
10.26.18: 1 VIEWS

ISSUE 2 11.11.18: 30 VIEWS

ISSUE 3 11.11.18: 25 VIEWS

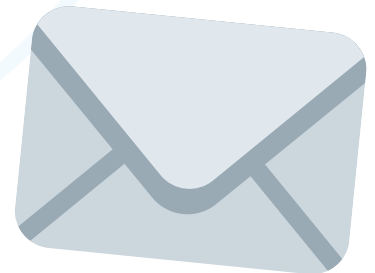
FLY WITH THE FLOCK WEEKLY E-BLAST

AUDUBON UPTOWN

PARENTS: 1,134
FACULTY & STAFF: 114
DISTRICT STAFF: 13
F.A.M.E. BOARD: 11

AUDUBON GENTILLY

PARENTS: 228
FACULTY & STAFF: 31
DISTRICT STAFF: 13
F.A.M.E. BOARD: 11



2019-2020 Communications Goals and Measurables



- **MORE EFFECTIVELY
STREAMLINE ALL DIGITAL
COMMUNICATIONS
THROUGH THE
COMMUNICATIONS TEAM TO
ENSURE THAT ALL
PLATFORMS ARE PROPERLY
USED & NOT OVER-EXPOSED
TO TARGET AUDIENCES**
- **INCREASE EXPOSURE &
ENGAGEMENT OF
AUDUBON SCHOOLS
BRAND ON ALL THREE
SOCIAL MEDIA
PLATFORMS**
- **INCREASE FOLLOW
COUNT BY 100
FOLLOWERS ON
INSTAGRAM FOR
AUDUBON UPTOWN &
AUDUBON GENTILLY**
- **INCREASE LIKE COUNT
BY AT LEAST 50 ON
FACEBOOK FOR
AUDUBON UPTOWN &
AUDUBON GENTILLY**
- **WORK WITH CEO AND
ADMIN TO UPDATE
WEBSITE TO ENSURE
ACCURATE DATES AND
TIMES FOR EVENTS,
SCHEDULED
ACTIVITIES, AND
SCHOOL BREAKS AS
WELL AS CLARITY
AND ACCESSIBILITY
OF MATERIALS**

Coversheet

Board Composition & Duties

Section:	IV. FAME Board Updates and Work Sessions
Item:	A. Board Composition & Duties
Purpose:	FYI
Submitted by:	
Related Material:	FAQ-Open-Meetings (2018_04_09 16_44_26 UTC).pdf FAME Board Bylaws (2018_04_09 16_44_26 UTC).pdf Robert's Rules of Order Cheat Sheet for Board Meetings.pdf Charter School Law Bulleting 126.doc charter-performance-compact.pdf Louisiana-Charter-School-Board-Legal-Handbook-2014.pdf

Frequently Asked Questions: La. Open Meetings Law – La. R.S. 42:11 et seq.

Compliance:

- Open meetings laws apply to charter school boards & committees – La. R.S. 42:13, 17:3996(B)(9)
 - Applies anytime a *quorum* (simple majority) of board/committee members convene to deliberate or act on a matter over which the board/committee has supervision, control, jurisdiction, or advisory power (this includes board retreats) – La. R.S. 42:13
 - Board members participating via phone cannot be counted in determining if a quorum exists and cannot vote
 - Board members cannot circumvent Open Meetings Law by discussing via e-mail (as a quorum or “rolling quorum”) substantive matters or polling board members on school issues

Voting

- Can only take action if there is a *quorum* – La. R.S. 42:13,14
- No voting by proxy or secret ballot; all votes must be live, cast out loud, & recorded – La. R.S. 42:14
 - Must be physically present to vote

Meeting Minutes

- Boards & committees must keep written minutes of meetings that includes the following information – La. R.S. 42:20:
 - Date, time, and place of the meeting
 - The names of the board/committee members and if they are either present or absent at the meeting
 - *Best Practice:* Be sure to record the time at which individual board/committee members join and/or leave the meeting
 - The *substance* of all matters decided, and, at the request of any member, a record, by individual member, of any votes taken
 - Note: meeting minutes do not need to be overly detailed with specifics
 - And, any other information a board member requests to be included or reflected in the minutes
- Minutes are public records & must be made available – La. R.S. 42:20

Public Participation

- There must be a public comment period *before each vote* – La. R.S. 42:15
 - One general comment period for all agenda items will not suffice
 - If the board/committee is not voting on an agenda item, then public comment is not required as to that agenda item
- A person who willfully disrupts a meeting and seriously compromises the ability of the meeting to be conducted in an orderly manner can be removed – La. R.S. 42:17

August 2013

Notice & Agendas

- **Annual Notice**: written public notice of planned, regular meetings must be given at the beginning of each calendar year with the *dates, times, and places* of the planned meetings – La. R.S. 42:19
- **24-Hour Notice**: written public notice of any regular, special, or re-scheduled meeting must be given at least 24-hours in advance of the meeting. This notice must include the *agenda, date, time, & place* of the meeting. In cases of an *extraordinary emergency* (i.e., natural disaster) then notice must be appropriately given as circumstances permit – La. R.S. 42:19
 - **Agenda**: Each agenda item must be listed separately and described with reasonable specificity – La. R.S. 42:19:
 - Agenda items must be read aloud during the meeting
 - Must indicate what matters will be discussed in executive session
 - If referencing litigation then the court, case number, & parties must be identified
 - *The agenda cannot be changed less than 24-hrs. prior to the scheduled meeting**
 - *If the board/committee wants to discuss an issue *not* identified on the agenda, then:
 - Issue must be identified by motion during the meeting with reasonable specificity including the purpose for the addition to the agenda and entered into the minutes; *and*
 - The public has an opportunity to comment on the proposed addendum to the agenda; *and*
 - The members present at the meeting unanimously approve the motion to add agenda item
- **Posting Notice**: for both annual notice & 24-hour notice, the charter school boards/committees must post a copy of the written notice: (i) at the principal office of the board/committee holding the meeting; (ii) at the building in which the meeting is to be held; *or*, (iii) by publication of the notice in an official journal of the public body – La. R.S. 42:19:
 - Notice must also be given on the school's website at least 24-hours before the meeting
- **Media Requests**: If any member of the news media requests notice of the board meetings, then a copy of the notice must be mailed to that news media member *and* the board must give notice of all meetings to that news media member in the same manner as is given to members of the school and board – La. R.S. 42:19

Executive Session

- Certain matters that qualify as an exception to open meetings can be discussed privately and off the record by holding an “*Executive Session*” – La. R.S. 42:16
 - If a matter does not qualify as an exception then it cannot be discussed in executive session
- **Qualifying Uses of Executive Session for Charter Schools** – La. R.S. 42:17:
 - *Discussion of the character, professional competence, or physical or mental health of a person*
 - Person must be notified in writing at least 24 hours before the meeting is to be held & that person can require that the discussion be held in open meeting
 - Cannot be used to discuss the appointment of a person to a public body or, except as provided in the Procurement Code – La. R.S. 39:15939(C)(2)(c), for discussing the award of a public contract
 - *Strategy sessions or negotiation discussions with respect to:*
 - Collective bargaining;
 - Prospective litigation (after formal written demand);
 - Litigation when an open meeting would have a detrimental effect on the bargaining or litigation position of the board
 - *Discussions regarding security personnel, plans, or devices*
 - *Investigative proceedings regarding allegations of misconduct*
 - *Cases of extraordinary emergency* – which is limited to:
 - Natural disaster, threat of epidemic, civil disturbances, suppression of insurrections, the repelling of invasions, or other matters of similar magnitude
 - *Discussions between a school board and individual students, or parents/tutors of student, or both...* regarding problems of that student, provided that any such parent, tutor, or student may require that such discussions are held in open meeting
 - *Or any other matters as may be provided for by the legislature*
- **Proper Use of Executive Session** - La. R.S. 42:16:
 - Motion must be made in open meeting to move into executive session on item listed on agenda;
 - If item is not listed on agenda then: motion must be made to add executive session agenda item; public comment on addition; unanimous vote to add item
 - At least 2/3 of members present must approve motion *and* the vote of each member & reasons for using executive session must be recorded into minutes
 - Once in executive session, only qualifying matters can be discussed
 - No final or binding action (i.e., voting) can be taken while in executive session

**BY-LAWS
OF
FRENCH AND MONTESSORI EDUCATION INCORPORATED**

**ARTICLE I
ARTICLES OF INCORPORATION**

The Name, Purposes, Limitations, Duration, and Board of Directors of French and Montessori Education Incorporated sometimes hereinafter referred to "the Corporation," are stated in its Articles of Incorporation.

**ARTICLE II
OFFICES**

(1) Principal Office. The principal office of the French and Montessori Education Incorporated shall be located in New Orleans, LA.

(2) Other Offices. The Corporation may have such additional offices within the State of Louisiana as the Board of Directors may establish.

**ARTICLE III
STRUCTURE**

(1) Members. The Corporation shall not be a membership organization, and shall have no members.

(2) Stock. The Corporation shall be organized on a non-stock basis.

**ARTICLE IV
DIRECTORS**

(1) General Powers. Subject to the limitations contained within the provision of the Louisiana Non-Profit Corporation law (R.S. 12:201 et seq.), the Articles of Incorporation, these By Laws, and all policies established by the Corporation's Board of Directors, the Board of Directors shall set the policies of the Corporation, shall supervise, manage, and control the affairs and activities of the Corporation, and may adopt positions on issues of substance related to the purposes of the Corporation. All powers of this Corporation shall be exercised by, or under the authority of, the Board of Directors. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Board of Directors shall have the following powers, to wit:

First -- To select and remove the Principal and Secretary of this Corporation, to prescribe such powers and duties for them as may not be inconsistent with the Louisiana Non-profit Corporation law, the Articles of Incorporation, or these By Laws, and to employ, discharge, and fix the compensation of, other Corporation personnel.

Second -- To conduct, manage, control and establish policies concerning the affairs and business of the Corporation; to determine on an annual or other basis the substantive areas in which the Corporation's activities are to be concentrated; to establish on an annual or other basis the priorities of the Corporation; and to oversee generally the implementation of the Corporation's program.

Third -- To borrow money and incur indebtedness for the purpose of the Corporation, and to cause to be executed and delivered therefor, in the name of the Corporation, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, or other evidences of debt and securities therefor.

Among the policies to be set by the Board shall be policies prescribing the obligations of Board members with respect to fundraising and financial contributions, attendance at Board meetings, and commitment of time and effort to the affairs of the Corporation.

(2) Number and Qualification of Directors. The authorized number of Directors, to be set by the Board of Directors, shall be no less than three (3), and no greater than fifteen (15). The Board of Directors shall at all times include one French Program Parent Representative Director and one Montessori Program Parent Representative Director. In addition, the French Consul General of New Orleans, or his representative designated by written proxy, will sit as an automatic member of the Board of Directors. The Corporation may also have one or more advisory Directors who shall have no voting power or authority but shall serve in an advisory capacity only.

(3) Election and Term of Office. The terms of the initial Board of Directors, who are also the incorporators of the Corporation, shall expire on December 31, 2006 with the election and qualification of their successors. With the exception of Parent Representative Directors and the French Consul General, Successor Directors shall be elected for a one-year term by majority vote of those presently serving as Directors at an annual, regular, or special meeting of the Board called for that purpose. The French Program Parent Representative Director and Montessori Program Parent Representative Director shall be elected by a majority of French Program attendees and Montessori Program attendees respectively at a PTO General Meeting called for that purpose. Directors may serve consecutive terms.

(4) Vacancies. Any vacancies occurring in the Board of Directors shall be filled by the majority vote of the Directors then in office at an annual, regular, or special meeting called for that purpose unless the vacancy occurs in a Parent Representative Director position, in which case the French or Montessori Program Parent Representative Director vacancy shall be filled by a majority vote of the respective program at a PTO General Meeting called for that purpose. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office. A Director elected to fill a vacancy resulting from an increase in the number of Directors shall serve until the next annual meeting of the Board of Directors.

(5) Resignation and Removal. Any Director may resign at any time by notifying the Chairman or Secretary in writing. Such resignation shall take effect on the date of receipt of such notice or at any other time therein specified, and, unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective. After reasonable notice and an opportunity to respond, a Director may be removed at any time, for cause, by a vote of two-thirds (2/3) of the Board of Directors then serving if in their judgment the best interests of the Corporation would be served.

(6) Compensation. Directors shall not receive any salaries or fees for their services as Directors, provided, however, that, to the extent permitted by law, nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor or from being reimbursed for ordinary and necessary expenses that he or she may incur in transacting business on behalf of the Corporation.

(7) Indemnification of Directors. To the fullest extent permitted by law, the Corporation shall indemnify its Directors and Officers, or former Directors and Officers, against judgments and fines (whether civil, criminal, administrative, or investigative) and amounts paid in settlement, costs, and expenses (including reasonable attorneys' fees) actually and necessarily incurred by him or her in connection with the defense of any pending or threatened action, suit, or proceeding in which he or she is or may be made a party by reason of having been such Director or Officer, or acts or omissions committed within the scope of activity as a Director or Officer, provided that the Board of Directors determines that the person or persons to be indemnified reasonably believed that he or she was acting in the best interests of the Corporation, and did not act willfully, with gross negligence, or with fraudulent or criminal intent.

ARTICLE V

OFFICERS OF THE BOARD

(1) Officers. The Officers of the Corporation shall be a Chairman, Vice Chairman, Secretary, Treasurer, and Principal. The Corporation may also have, at the discretion of the Board of Directors, such other Officers as may be appointed by the Board of Directors.

(2) Election. The Officers shall be elected annually by the Board of Directors and each shall hold office until he or she resigns, is removed, or otherwise is disqualified to serve, or until his or her successor is elected. Officers may serve more than one term. Vacancies (due to removal, resignation, disqualification, death, or otherwise) may be filled for the unexpired portion of the term, or new offices created and filled, at any meeting of the Board of Directors, by majority vote of the Board of Directors.

(3) Resignation and Removal. Any Officer may resign his or her office at any time by notifying the Chairman or Secretary in writing. Such resignation shall take effect on the date of receipt of such notice or at any other time therein specified, and, unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective. Officers may be removed at any time, for cause, by a vote of two-thirds (2/3) of the Board of Directors then serving if in their judgment the best interests of the Corporation would be served thereby.

(4) Chairman. The Chairman shall, if present, preside at all meetings of the Board and of the Executive Committee and shall exercise and perform such other powers

and duties as may be assigned to him or her from time to time by the Board or prescribed by these By-Laws.

(5) Secretary. The Secretary shall keep on behalf of the Corporation a book of minutes of all meetings of the Board of Directors, and the Executive Committee and any committees having the authority of the Board of Directors, with the time and place of holding, how called or authorized, the notice thereof given, the names of those present, and the proceedings thereof. The Secretary shall also see that all notices are duly given in accordance with these By Laws or as required by law. The Secretary may direct that the foregoing responsibilities be carried out by a qualified member of the staff of the Corporation. The Secretary shall be the custodian of the corporate records of the Corporation, and, in general, shall perform all duties incident to the office of Secretary and such other duties as may from time to time be assigned by the Board of Directors or the Principal.

ARTICLE VI

COMMITTEES OF THE BOARD

(1) Executive Committee. There may be an Executive Committee of the Board of Directors composed of all Officers, and such other Directors as shall be elected to the Executive Committee by majority vote of the Board of Directors. Meetings of the Executive Committee may be called by the Principal, by any two members of the Executive Committee, or by the Board of Directors upon written notice to the members of the committee of the time, place and purpose of such meeting. Subject to any limitation imposed by law, the Articles of Incorporation or by resolution of the Board of Directors, the Executive Committee is empowered to authorize the initiation of any action or activity by the Corporation, or interpret and communicate the position of the Corporation on issues related to the Corporation's purposes and activities, where in its judgment an urgent situation exists which requires prompt action on the part of the Corporation. The Executive Committee also may conduct other business of the Corporation requiring urgent attention, provided that it does not take any action contrary to any policy adopted by the Board.

(2) Other Board Committees. In addition to the Executive Committee that is established by these By Laws, the Board of Directors may create and organize itself, and to include persons who are not Directors, into various other committees in order to better fulfill its responsibilities. Any such committee shall not be authorized to act on behalf of the Corporation, but shall serve solely in an advisory capacity in making such recommendations to the Board of Directors as it concludes are desirable or expedient.

ARTICLE VII

MEETINGS OF THE BOARD

(1) Annual Meetings. There shall be an annual meeting of the Board of Directors at such time and place as the Board shall determine at the final regular meeting of the year. Notice shall be sent by the Secretary at least fourteen [14] days prior thereto to each Director, either by mail or by telecopy, directed to his or her address or telecopy number, as shown upon the records of the Corporation.

(2) Regular Meetings. The Board of Directors shall meet quarterly at such time as shall be determined by the Board. The Secretary shall send notice by mail to all Directors at least twenty one [21] days in advance, including therein a request for motions and issues on the agenda as well as a self-addressed envelope. All Directors shall then be entitled to submit by motion those issues that he or she wishes the Board to Address at the upcoming meeting. They must be placed in the mail at least fourteen [14] days before the scheduled meeting. Those motions submitted shall form the agenda of the meeting, a copy of which the Secretary shall send to all Directors seven [7] days beforehand, either by mail, telecopy, or personal delivery. Issues outside of this agenda may not be raised at the meeting, except upon a approval of two-thirds vote of Directors present at the meeting. At any meeting, any Director may move for new issues to be immediately placed on the agenda for the next meeting.

(3) Special Meetings. Special meetings of the board of Directors for any purpose may be called at any time by the Chairman or by any three members of the Executive Committee, or by any group of Directors comprising at least one-third [1/3] of the Board of Directors then serving. The person or persons calling a meeting shall submit a written motion to the Secretary by mail or telecopy at least fourteen (14) days before the desired meeting. These motions shall set forth the purpose of the meeting, as well as the time and place. The Secretary shall then send notice of the meeting to all Directors at least seven days prior thereto. The Directors in attendance may raise new issues at the meeting.

(4) Committee Meetings. Written notice of the time and place of all Committee meetings shall be given to each member or sent to each either personally or by mail, addressed to his or her address as it is shown upon the records of the Corporation, or by mail, addressed to his or her address as it is shown upon the records of the Corporation. In case such notice is mailed it shall be deposited in the United States mail at least ten [10] days prior to the time of the holding of the meeting. In case such notice is given by telecopy or facsimile, such notice shall be transmitted at least five [5] days prior to the time of the holding of the meeting.

(5) Waiver of Notice. Any Director may waive notice of any meeting. The attendance of any Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. The transactions of any meeting of the Board of Directors, or of the Executive Committee or any other committee of the Board, however called and noticed or wherever held, shall be deemed valid as though a meeting had been duly noticed and held if, before or after the meeting, Directors who are not present sign a written waiver of notice or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

(6) Quorum. Not less than one-half (1/2) of the Directors currently serving, shall be necessary to constitute a quorum for the transaction of business at any meeting of the Board of Directors, and not less than one-half (1/2) of the Directors presently serving on the Executive Committee or any other committee shall be necessary to constitute a quorum for the transaction of business at any such committee meeting, but in no event shall a quorum consist of fewer than three Directors. Any or all Directors may participate

in any meeting of the Board of Directors, the Executive Committee, or any other committee of the Board by means of a telephone conference by which all persons are able to hear one another as well as by proxy, and such participation shall constitute presence in person at the meeting.

(7) Manner of Acting. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, or of the Executive Committee or other committee of the Board (if the act or decision is done or made by committee), except where these By Laws require decisions by a majority or more of the Directors presently serving.

(8) Notice to Public. Notice of board and committee meetings shall be provided to the public as set forth in Louisiana Revised Statutes 42:4, *et seq.*

(9) Adjourned Meetings and Notices thereof. Any Meetings of the Board of Directors, annual, regular, or special, or of the Executive Committee or any other committee of the Board, whether or not a quorum is present, may be adjourned by majority vote of the Directors present, but in the absence of a quorum no other business may be transacted at such meeting. When any meeting of the Board of Directors, annual, regular, or special, or of the executive Committee or any other committee of the Board, is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting, except it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting other than by announcement at the meeting at which such adjournment is taken.

(10) Notice of Adjournment. Notice of the time and place of the holding of an adjourned meeting shall, if feasible, be given to absent Directors if the time and place is fixed at the meeting adjourned.

ARTICLE VIII **MISCELLANEOUS**

(1) Tax Returns and Financial Statements. The Corporation shall file timely its annual federal income tax as required by the tax regulations and instructions.

(2) Execution of Documents. The Board of Directors may authorize any officer or officers, agent or agents to enter into any contract or execute any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors, no officer, agent, or other person shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.

(3) Inspection of by Laws. The Corporation shall keep in its principal office the original or a copy of these By Laws, as amended or otherwise altered to date, certified by the Secretary, which shall be open to inspection by the Board of Directors at all reasonable times during office hours.

(4) Fiscal Year. The fiscal year of the Corporation shall begin on the first day of July and end on the last day of June unless otherwise determined by the Board of Directors.

(5) Accountant. The Corporation shall have the right to have an accountant.

ARTICLE IX
ARTICLES OF INCORPORATION AND BY LAWS

(1) Alteration, Amendment, or Repeal. The Articles of Incorporation or these By Laws may be altered, amended, or repealed by the vote of a two-thirds majority of the Directors of the Corporation presently serving.

ADOPTED this _____ day of _____, 2005. I certify that the foregoing By Laws of French and Montessori Education, Inc. were approved and adopted by and on behalf of the Corporation by its Board of Directors on _____, 2005, and are currently in effect.

Date: _____, 2005

Secretary

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned authority, personally came and appeared:

who, after being duly sworn by me, Notary Public, did depose and say that he/she is the same person described in the foregoing instrument who executed the same and acknowledges that he/she executed said instrument as his/her own free and voluntary act and deed.

_____, Louisiana, this _____ day of

_____, 2005.

WITNESSES:

Print Name: _____

Print Name: _____

NOTARY PUBLIC

Parish of _____, State of Louisiana

Name of Notary: _____

La. Bar No./Commission No. _____

My Commission expires: _____

**AFFIDAVIT OF ACCEPTANCE OF APPOINTMENT
BY DESIGNATED REGISTERED AGENT
ACT 769 OF 1987**

To the State Corporation Department
State of Louisiana

STATE OF LOUISIANA
PARISH OF _____

On this _____ day of _____, 2005, before me, a Notary
Public in and for the State and Parish aforesaid, personally came and appeared:

_____,

who is to me known to be the person, and who, being duly sworn, acknowledged to me
that he does hereby accept appointment as the Registered Agent of French and
Montessori Education Incorporated, which is a Corporation authorized to transact
business in the State of Louisiana pursuant to the provisions of the title 12, Chapter 1, 2
and 3.

WITNESSES:

Print Name: _____

Print Name: _____

NOTARY PUBLIC

Parish of _____, State of Louisiana

Name of Notary: _____

La. Bar No./Commission No. _____

My Commission expires: _____

ROBERTS RULES CHEAT SHEET

To:	You say:	Interrupt Speaker	Second Needed	Debatable	Amendable	Vote Needed
Adjourn	"I move that we adjourn"	No	Yes	No	No	Majority
Recess	"I move that we recess until..."	No	Yes	No	Yes	Majority
Complain about noise, room temp., etc.	"Point of privilege"	Yes	No	No	No	Chair Decides
Suspend further consideration of something	"I move that we table it"	No	Yes	No	No	Majority
End debate	"I move the previous question"	No	Yes	No	No	2/3
Postpone consideration of something	"I move we postpone this matter until..."	No	Yes	Yes	Yes	Majority
Amend a motion	"I move that this motion be amended by..."	No	Yes	Yes	Yes	Majority
Introduce business (a primary motion)	"I move that..."	No	Yes	Yes	Yes	Majority

The above listed motions and points are listed in established order of precedence. When any one of them is pending, you may not introduce another that is listed below, but you may introduce another that is listed above it.

To:	You say:	Interrupt Speaker	Second Needed	Debatable	Amendable	Vote Needed
Object to procedure or personal affront	"Point of order"	Yes	No	No	No	Chair decides
Request information	"Point of information"	Yes	No	No	No	None
Ask for vote by actual count to verify voice vote	"I call for a division of the house"	Must be done before new motion	No	No	No	None unless someone objects
Object to considering some undiplomatic or improper matter	"I object to consideration of this question"	Yes	No	No	No	2/3
Take up matter previously tabled	"I move we take from the table..."	Yes	Yes	No	No	Majority
Reconsider something already disposed of	"I move we now (or later) reconsider our action relative to..."	Yes	Yes	Only if original motion was debatable	No	Majority
Consider something out of its scheduled order	"I move we suspend the rules and consider..."	No	Yes	No	No	2/3
Vote on a ruling by the Chair	"I appeal the Chair's decision"	Yes	Yes	Yes	No	Majority

The motions, points and proposals listed above have no established order of preference; any of them may be introduced at any time except when meeting is considering one of the top three matters listed from the first chart (Motion to Adjourn, Recess or Point of Privilege).

PROCEDURE FOR HANDLING A MAIN MOTION

NOTE: Nothing goes to discussion without a motion being on the floor.

Obtaining and assigning the floor

A member raises hand when no one else has the floor

- The chair recognizes the member by name

How the Motion is Brought Before the Assembly

- The member makes the motion: *I move that (or "to") ...* and resumes his seat.
- Another member seconds the motion: *I second the motion* or *I second it* or *second*.
- The chair states the motion: *It is moved and seconded that ... Are you ready for the question?*

Consideration of the Motion

1. Members can debate the motion.
2. Before speaking in debate, members obtain the floor.
3. The maker of the motion has first right to the floor if he claims it properly
4. Debate must be confined to the merits of the motion.
5. Debate can be closed only by order of the assembly (2/3 vote) or by the chair if no one seeks the floor for further debate.

The chair puts the motion to a vote

1. The chair asks: *Are you ready for the question?* If no one rises to claim the floor, the chair proceeds to take the vote.
2. The chair says: *The question is on the adoption of the motion that ... As many as are in favor, say 'Aye'.* (Pause for response.) *Those opposed, say 'Nay'.* (Pause for response.) *Those abstained please say 'Aye'.*

The chair announces the result of the vote.

1. *The ayes have it, the motion carries, and ...* (indicating the effect of the vote) or
2. *The nays have it and the motion fails*

WHEN DEBATING YOUR MOTIONS

1. Listen to the other side
2. Focus on issues, not personalities
3. Avoid questioning motives
4. Be polite

HOW TO ACCOMPLISH WHAT YOU WANT TO DO IN MEETINGS

MAIN MOTION

You want to propose a new idea or action for the group.

- After recognition, make a main motion.
- Member: "Madame Chairman, I move that _____."

AMENDING A MOTION

You want to change some of the wording that is being discussed.

- After recognition, "Madame Chairman, I move that the motion be amended by adding the following words _____."
- After recognition, "Madame Chairman, I move that the motion be amended by striking out the following words _____."
- After recognition, "Madame Chairman, I move that the motion be amended by striking out the following words, _____, and adding in their place the following words _____."

REFER TO A COMMITTEE

You feel that an idea or proposal being discussed needs more study and investigation.

- After recognition, "Madame Chairman, I move that the question be referred to a committee made up of members Smith, Jones and Brown."

POSTPONE DEFINITELY

You want the membership to have more time to consider the question under discussion and you want to postpone it to a definite time or day, and have it come up for further consideration.

- After recognition, "Madame Chairman, I move to postpone the question until _____."

PREVIOUS QUESTION

You think discussion has gone on for too long and you want to stop discussion and vote.

- After recognition, "Madam President, I move the previous question."

LIMIT DEBATE

You think discussion is getting long, but you want to give a reasonable length of time for consideration of the question.

- After recognition, "Madam President, I move to limit discussion to two minutes per speaker."

POSTPONE INDEFINITELY

You want to kill a motion that is being discussed.

- After recognition, "Madam Moderator, I move to postpone the question indefinitely."

POSTPONE INDEFINITELY

You are against a motion just proposed and want to learn who is for and who is against the motion.

- After recognition, "Madame President, I move to postpone the motion indefinitely."

RECESS

You want to take a break for a while.

- After recognition, "Madame Moderator, I move to recess for ten minutes."

ADJOURNMENT

You want the meeting to end.

- After recognition, "Madame Chairman, I move to adjourn."

PERMISSION TO WITHDRAW A MOTION

You have made a motion and after discussion, are sorry you made it.

- After recognition, "Madam President, I ask permission to withdraw my motion."

CALL FOR ORDERS OF THE DAY

At the beginning of the meeting, the agenda was adopted. The chairman is not following the order of the approved agenda.

- Without recognition, "Call for orders of the day."

SUSPENDING THE RULES

The agenda has been approved and as the meeting progressed, it became obvious that an item you are interested in will not come up before adjournment.

- After recognition, "Madam Chairman, I move to suspend the rules and move item 5 to position 2."

POINT OF PERSONAL PRIVILEGE

The noise outside the meeting has become so great that you are having trouble hearing.

- Without recognition, "Point of personal privilege."
- Chairman: "State your point."
- Member: "There is too much noise, I can't hear."

COMMITTEE OF THE WHOLE

You are going to propose a question that is likely to be controversial and you feel that some of the members will try to kill it by various maneuvers. Also you want to keep out visitors and the press.

- After recognition, "Madame Chairman, I move that we go into a committee of the whole."

POINT OF ORDER

It is obvious that the meeting is not following proper rules.

- Without recognition, "I rise to a point of order," or "Point of order."

POINT OF INFORMATION

You are wondering about some of the facts under discussion, such as the balance in the treasury when expenditures are being discussed.

- Without recognition, "Point of information."

POINT OF PARLIAMENTARY INQUIRY

You are confused about some of the parliamentary rules.

- Without recognition, "Point of parliamentary inquiry."

APPEAL FROM THE DECISION OF THE CHAIR

Without recognition, "I appeal from the decision of the chair."

Rule Classification and Requirements

Class of Rule	Requirements to Adopt	Requirements to Suspend
Charter	Adopted by majority vote or as proved by law or governing authority	Cannot be suspended
Bylaws	Adopted by membership	Cannot be suspended
Special Rules of Order	Previous notice & 2/3 vote, or a majority of entire membership	2/3 Vote
Standing Rules	Majority vote	Can be suspended for session by majority vote during a meeting
Modified Roberts Rules of Order	Adopted in bylaws	2/3 vote

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Title 28 EDUCATION

Part CXXXIX. Bulletin 126—Charter Schools

Chapter 1. General Provisions

§101. Purpose, Scope, and Effect

A. The purpose of this bulletin is to provide rules to govern the implementation of R.S. 17:3971 et seq., the "Charter School Demonstration Programs Law" (hereafter, the "Charter School Law").

B. This bulletin is established to set forth the requirements for applying for a charter to operate an independent public school, the principles and requirements of authorizing the operation of a charter school, the requirements of performance contracting, the funding of charter schools, and the implementation of and enactment of regulatory requirements that must be met in the operation of a charter school. It is further established to set forth procedures for monitoring and evaluating charter schools, and amending, renewing, and revoking charters approved by the Board of Elementary and Secondary Education.

C. The regulations set forth in this bulletin are incorporated into all charters approved by BESE and shall bind all charter schools approved by BESE.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10) and R.S. 17:3981.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 34:1357 (July 2008).

§103. Definitions

A. The words defined in this Section shall have the meanings set forth below whenever they appear in this policy, unless:

1. the context in which they are used clearly requires a different meaning; or
2. a different definition is prescribed for a particular provision.

Appropriate Technical Infrastructure—any servers, programs, internet access, and/or management systems that allow user interaction, provide sufficient bandwidth to host courses or online services, and sustain peak periods of usage without a reduction in performance.

At-Risk Pupil—any pupil about whom at least one of the following is true:

- i. is eligible to participate in the federal free or reduced lunch program by demonstrating that he meets the income requirements established for participation in the program, not necessarily by participating in the program;
- ii. is under the age of 20 and has been withdrawn from school prior to graduation for not less than one semester;

iii. is under the age of 20 and has failed to achieve the required score on any portion of the examination required for high school graduation;

iv. is in the eighth grade or below and is reading two or more grade levels below grade level as determined by one or more of the tests required pursuant to R.S. 17:24.4;

v. has been identified as an exceptional child as defined in R.S. 17:1943, not including gifted and talented; or

vi. is the mother or father of a child.

BESE and/or Board—the state *Board* of Elementary and Secondary Education as created by the Louisiana Constitution and the *Louisiana Revised Statutes*.

Charter—the agreement and authorization to operate a *charter* school, which includes the *charter* contracts and exhibits.

Chartering Authority—a local school board or the state Board of Elementary and Secondary Education.

Charter Operator—the nonprofit corporation or school board authorized to operate a charter school.

Charter School—an independent public school that provides a program of elementary and/or secondary education established pursuant to and in accordance with the provisions of the Louisiana *charter school* law to provide a learning environment that will improve pupil achievement.

Charter School Application—the proposal submitted to BESE, which includes but is not limited to, responses to questions concerning:

- i. a charter school's education program;
- ii. governance, leadership, and management;
- iii. financial plan; and
- iv. facilities.

Charter School Law—Louisiana laws, R.S. 17:3971 et seq., governing the operation of a charter school.

Core Subject—shall include those subjects defined as *core subjects* in Bulletin 741.

Department of Education or LDE or Department—the Louisiana *Department of Education*. The *Department of Education* includes the recovery school district, or RSD, where references are made to type 5 charter schools.

Hearing Officer—the individual assigned by BESE to perform adjudicatory functions at charter school revocation hearings.

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Instructional and Communication Hardware—any equipment used to ensure students can access and engage with the educational program (e.g., headphones, wireless air cards, learning management systems, web-based communication tools).

Instructional Coach—a parent or guardian, extended adult family member, or other adult designated by the parent or guardian who works in person with each virtual charter school student under the guidance of the Louisiana-licensed professional teacher.

Local School Board—any city, parish, or other local education agency.

Management Organization—a for-profit company that manages academic, fiscal, and operational services on behalf of boards of directors of BESE-authorized charter schools through contractual agreements.

Public Service Organization—any community-based group of 50 or more persons incorporated under the laws of this state that meets all of the following requirements:

i. has a charitable, eleemosynary, or philanthropic purpose; and is qualified as a tax-exempt organization under section 501(c) of the United States *Internal Revenue Code* and is organized for a public purpose.

State Superintendent—the superintendent of education, who is the chief administrative officer of the Louisiana Department of Education, and who shall administer, coordinate, and supervise the activities of the department in accordance with law, regulation, and policy.

Technical Access—computer and internet availability sufficient to ensure access for all students.

Virtual School—an educational program operated for a minimum of one academic year and covering specified educational learning objectives for the purpose of obtaining a Louisiana certified diploma, the delivery of such a program being through an electronic medium such that the students are not required to be at a specific location in order to receive instruction from a teacher, but instead access instruction remotely through computers and other technology, which may separate the student and teacher by time and space. This does not preclude the ability of said program to host face-to-face meetings, including field trips, extracurricular activities, conferences between the student, parents, and teachers, or any such related events.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3981, and R.S. 17:3973.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1357 (July 2008), amended LR 37:867 (March 2011), LR 37:2383 (August 2011), LR 38:37 (January 2012), LR 38:750 (March 2012), repromulgated LR 38:1392 (June 2012), amended LR 38:1583 (July 2012), LR 39:3062 (November 2013), LR 40:1321 (July 2014).

§105. Purpose of Charter Schools

A. The charter school law was enacted by the Louisiana Legislature to create a structure whereby city, parish, and

other local public school boards and BESE can authorize the creation of innovative kinds of independent public schools for students in Louisiana.

B. The Charter School Law provides a mechanism for all persons with valid ideas and motivation to participate in the development of innovative schools and a mechanism to analyze results of charter schools. Analysis of results allows for the positive results to be repeated or replicated, if appropriate, and the negative results identified and eliminated.

C. The Charter School Law expresses the intention of the legislature that the best interests of at-risk pupils shall be the overriding consideration in implementing the provisions of the law.

D. The purposes of charter schools include providing opportunities for educators and others interested in educating pupils to form, operate, or be employed within a charter school, with each such school designed to accomplish one or more of the following objectives:

1. improve pupil learning and, in general, the public school system;
2. increase learning opportunities and access to quality education for pupils;
3. increase educational opportunities for students in formerly failing schools;
4. increase learning opportunity choices for parents and students;
5. encourage the use of different and innovative teaching methods and a variety of governance, management, and administrative structures;
6. require appropriate assessment and measurement of academic learning results;
7. account better and more thoroughly for educational results;
8. create new professional opportunities for teachers and other school employees, including the opportunity to be responsible for the learning program at the school site;
9. provide competition within the public school system in order to stimulate continued improvement in all public schools; and/or
10. expand the capacity of the public school system.

E. It is not a purpose of the Charter School Law or this bulletin to permit the establishment of a charter school to be used as the means of keeping open an existing public school that otherwise would be closed. Such a circumstance, however, shall not preclude approval of a proposed charter that otherwise fulfills a purpose of the Charter School Law and for which the application/proposal clearly demonstrates that the educational program proposed to be offered will improve the achievement levels of the students enrolled in that school.

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1. For the purposes of this bulletin, the term *existing public school* shall be defined as a school that is open during the school year in which the charter applicant is submitting a charter application or was open in the school year immediately preceding the school year in which the charter applicant is submitting a charter application.

F. It is not a purpose of the Charter School Law or this bulletin to provide a means of funding for nonpublic schools or any home study program.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3972, and R.S. 17:3981.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1358 (July 2008), amended LR 40:1322 (July 2014).

§107. Types of Charter Schools

A. A type 1 charter school is a new school operated as the result of and pursuant to a charter between the nonprofit corporation created to operate the school and a local school board.

B. A type 1B charter school is a new school or a preexisting public school operated as the result of and pursuant to a charter between the nonprofit corporation created to operate the school and a local charter authorizer.

C. A type 2 charter school is a new school or a preexisting public school converted and operated as the result of and pursuant to a charter between the nonprofit corporation created to operate the school and the state Board of Elementary and Secondary Education.

D. A type 3 charter school is a preexisting public school converted and operated as the result of and pursuant to a charter between a nonprofit corporation and the local school board.

E. A type 3B charter school is a former type 5 charter school transferred from the Recovery School District to the administration and management of the transferring local school system pursuant to R.S. 17:10.5, R.S. 17:10.7 and Bulletin 129, §505.

F. A type 4 charter school is a preexisting public school converted and operated or a new school operated as the result of and pursuant to a charter between a local school board and the state Board of Elementary and Secondary Education.

G. A type 5 charter school is a preexisting public school transferred to the recovery school district as a school determined to be failing pursuant to R.S. 17:10.5 or R.S. 17:10.7 and operated as the result of and pursuant to a charter between a nonprofit corporation and the state Board of Elementary and Secondary Education.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3981, and R.S. 17:3973.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1358 (July 2008), amended LR 39:3249 (December 2013).

Chapter 3. Charter School Authorizers

§301. Charter School Authorizers

A. The state Board of Elementary and Secondary Education authorizes the operation of type 2, type 4, and type 5 charter schools.

B. Local school boards authorize the operation of type 1, type 3, and type 3B charter schools.

C. Local charter authorizers authorize the operation of type 1B charter schools.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3981, and R.S. 17:3982.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1359 (July 2008), amended LR 39:473 (March 2013), LR 39:3249 (December 2013).

§303. BESE Authorizing Responsibilities

A. BESE, as the authorizer of type 2, type 4, and type 5 charter schools, has the following authorizing responsibilities:

1. to implement a comprehensive application process with fair procedures and rigorous criteria that results in applications recommended for approval that demonstrate strong capacity for establishing and operating a quality charter school;

2. to review each proposed charter in a timely manner to determine whether each charter school application complies with the charter school law and this bulletin and whether the application is valid, complete, financially well-structured, educationally sound, whether it provides for a master plan for improving behavior and discipline in accordance with R.S. 17: 252, whether it provides a plan for collecting data in accordance with R.S. 17:3911, and offers potential for fulfilling the purposes of the charter school law. BESE shall engage in an application review process that complies with the latest principles and standards for quality charter school authorizing, as promulgated by the National Association of Charter School Authorizers, and shall provide for an independent evaluation of the charter proposal by a third party with educational, organizational, legal, and financial expertise;

3. to enter into any proposed Type 2, Type 4, or Type 5 charter only after there has been a specific determination by BESE that the proposed school will be operated in compliance with all applicable state and federal laws, rules, and regulations; that the accounting and financial practices to be used are sound and in accordance with generally accepted standards for similar entities; and that the educational program to be offered will comply with all requirements of the Charter School Law and be based on generally accepted education research findings applicable to the pupils to be served;

4. to enter into performance contracts with approved charter schools that articulate the rights and responsibilities of each party regarding school autonomy, expected

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outcomes, measures for evaluating success or failure, performance consequences, operating terms, and other material terms;

5. to direct the Department of Education in providing adequate administrative and programmatic support and oversight; monitoring compliance; measuring progress; and implementing interventions, when necessary, with respect to type 2, type 4 and type 5 charter schools; and

6. to implement a transparent and rigorous process that uses comprehensive academic data and financial, legal, and contractual reporting and compliance to make merit-based recommendations for charter extension, renewal, and revocation.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3981, and R.S. 17:3983.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1359 (July 2008), amended LR 37:868 (March 2011), LR 39:3063 (November 2013).

§305. BESE Duties Relating to Charter Schools

A. BESE has the following duties relating to charter schools:

1. subject to the availability of funds, to administer loans pursuant to the Charter School Law for assisting in meeting the costs required to establish a charter school as well as the costs of operation;

2. to determine the policy and provide direction to the Department of Education for providing oversight of the operation of charter schools chartered by BESE;

3. upon the request of any school system with fewer than 5,000 students, to provide technical assistance to the system in determining the potential financial impact of any proposed charter school on the operation of the system;

4. to notify local school boards of the receipt of any Type 2 charter school application for a school which is proposed to be located within the district. In addition, the local board as well as other interested groups shall be allowed to provide written information regarding any charter application and be allowed to present information at a scheduled public meeting of BESE prior to any determination being made by BESE; and

5. to fulfill all other obligations created by state and federal law with respect to students attending charter schools.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3981, and R.S. 17:3983.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1359 (July 2008), amended LR 37:2383 (August 2011).

§306. Local School Board Authorizing Responsibilities

A. Local school boards, as the authorizer of type 1 and type 3 charter schools, have the following authorizing responsibilities:

1. except as otherwise provided herein relating to local school systems in academic crisis, as defined in

Bulletin 111, §4901, to review and formally act upon each charter proposal submitted in conducting such a review, the local school board shall determine whether each proposed charter complies with the law and rules, whether the proposal is valid, complete, financially well-structured, and educationally sound, whether it provides for a master plan for improving behavior and discipline in accordance with R.S. 17:252, whether it provides a plan for collecting data in accordance with R.S. 17:3911, and whether it offers potential for fulfilling the purposes of the law;

2. engage in a transparent application review process that complies with the latest *Principles and Standards for Quality Charter School Authorizing*, as promulgated by the National Association of Charter School Authorizers, and shall provide for an independent evaluation of the charter proposal by a third party with educational, organizational, legal, and financial expertise;

3. make public through its website, and in printed form upon request, the guidelines for submitting a charter proposal, all forms required for submission of a charter proposal, the timelines established for accepting and reviewing charter proposals, the process that will be used to review charter proposals submitted to the board, and the name and contact information for a primary point of contact for charter proposals;

4. prior to approving a charter for a Type 1 or Type 3 school, to hold a public meeting for the purpose of considering the proposal and receiving public input. Such meeting shall be held after reasonable efforts have been made by the local school board to notify the public of the meeting and its content.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3981, and R.S. 17:3983.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 37:868 (March 2011), amended LR 39:3063 (November 2013).

§307. Local School Board Duties

A. Local school boards have the following duties relating to charter schools:

1. to report any charter entered into to; and to report the number of schools chartered, the status of those schools, and any recommendations relating to the charter school program to BESE no later than July 1 of each year;

2. provide each charter school with the criteria and procedures that will be used when considering whether to renew a school's charter;

3. to notify the chartering group in writing of any decisions made relative to the renewal or nonrenewal of a school's charter not later than January 31 of the year in which the charter would expire. A notification that a charter will not be renewed shall include written explanation of the reasons for such non-renewal;

4. to make available to chartering groups any vacant school facilities or any facility slated to be vacant for lease or purchase at up to fair market value. In the case of a type

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1B or a type 2 charter school created as a result of a conversion, the facility and all property within the existing school shall also be made available to the chartering group. In return for the use of the facility and its contents, the chartering group shall pay a proportionate share of the local school board's bonded indebtedness to be calculated in the same manner as set for in R.S. 17:1990(C)(2)(a)(i). If such facilities were constructed at no cost to the local school board, then such facilities, including all equipment, books, instructional materials, and furniture within such facilities, shall be provided to the charter school at no cost.

5. if requested by a charter school, provide transportation services to a charter school student pursuant to R.S. 17:158.

a. The charter school shall reimburse the local school board for the actual cost of providing such transportation unless an amount less than the actual cost is agreed upon by both parties.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3981, R.S. 17:3982, and R.S. 17:3983.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1359 (July 2008), amended LR 37:868 (March 2011), LR 38:3117 (December 2012), LR 39:3064 (November 2013).

§309. Charter Authorizer Reporting Requirements

A. All charter authorizers including BESE, local school boards and local charter authorizers shall notify state legislators regarding initial charter school proposals and applications according to the following requirements.

1. At the time a chartering group submits its initial proposal or application to operate a charter school, the chartering authority shall notify each state senator and state representative in whose district the charter school is to be located that such proposal or application has been submitted.

2. Such notification shall be limited to the date the proposal or application was submitted, the charter authorizer to which the proposal or application was submitted, the type of charter school the chartering group seeks to operate, and the location of the proposed school.

3. The charter authorizer shall also notify each state senator and state representative in whose district the charter school is to be located whether the proposal or application to operate a charter school was approved or denied.

4. The notifications shall be sent by both postal mail and electronic mail to each legislator's district office.

5. This section shall not apply to renewals of the charter of an existing charter school.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3981, R.S. 17:3982, and R.S. 17:3983.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 40:2517 (December 2014).

Chapter 4. Local Charter Authorizers

§401. Local Charter Authorizers

Local Charter Authorizer—an entity certified by BESE to enter into agreements with chartering groups.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:3973.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 39:473 (March 2013).

§403. Certification of Local Charter Authorizers

A. The LDE will create and run an annual application process by which entities will apply to the LDE to seek BESE approval. This process shall:

1. be conducted in a timely manner;
2. include assessments of whether each proposal is valid, complete, financially well-structured, educationally sound, provides for a master plan of academic excellence, and provides a plan for developing the capacity to authorize not fewer than five schools;
3. provide for an independent evaluation of proposals by a third party with educational, organizational, legal, and financial expertise;

4. not result in more than five local charter authorizers certified to operate in any regional labor market area, as defined by the Louisiana Workforce Commission, at any given time.

B. To be certified by BESE, a local charter authorizer applicant must, at a minimum:

1. be a state agency, a nonprofit corporation, a Louisiana public postsecondary education institution, or a nonprofit corporation established by the governing authority of a parish or municipality;
2. have an educational mission;
3. not operate any charter schools;
4. have been incorporated for three or more years;
5. have in its possession not less than \$500,000 in assets net of liabilities as reported to the Louisiana Department of Revenue; and
6. have no officer, administrator, director, or any person having managerial authority who has been convicted of or has pled nolo contendere to any crime defined as a felony or has been convicted under the laws of any other state or of the United States or of any foreign government or country of a crime which, if committed in this state, would be a felony.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:3981, R.S. 17:3981.1, R.S. 17:3982, and R.S. 17:3996.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 39:473 (March 2013).

§405. Open Meetings Laws

A. Any nonprofit corporation certified by BESE as a local charter authorizer shall be subject to the Open

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Meetings Law in accordance with R.S. 42:11 et seq., the Public Records Law in accordance with R.S. 44:1 et seq., and the Code of Governmental Ethics in accordance with R.S. 42:1101 et seq., when exercising its authority as a local charter authorizer.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:3982.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 39:474 (March 2013).

§407. Independent Financial Audit

A. A nonprofit corporation certified by BESE as a local charter authorizer shall submit to the LDE an annual independent financial audit performed by a certified public accountant who has been approved by the legislative auditor. The audit shall be performed in accordance with generally accepted governmental auditing standards and the Louisiana governmental audit guide. The completed audit shall be submitted annually to the LDE and to the legislative auditor and shall be subject to the provisions of R.S. 24:513 in so far as it pertains to quasi-public agencies. The LDE shall develop the process and guidelines by which such audits will be conducted.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:3981.2.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 39:474 (March 2013).

§409. Local Charter Authorizers; Initial Certification Period and Initial Review

A. Local charter authorizers shall initially be certified for a period of five years.

B. Following the third year of operation of the first charter school authorized by the local charter authorizer, the LDE shall conduct a review of the authorizer's activities and the performance of charter schools it has authorized. If the average performance of these schools is a "C," "D," or "F," or any variation thereof, the local charter authorizer shall be placed on probation and shall submit a plan for improving the performance of the schools under its authority to the LDE.

C. The provisions of Subsection B shall not apply if such review would occur in the fifth year of a local charter authorizer's initial certification period.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:3981.1 and R.S. 17:3981.2.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 39:474 (March 2013).

§411. Renewal of Certification for Local Charter Authorizers

A. In the fifth year of a local charter authorizer's initial certification period, the LDE shall conduct a review of performance of the charter schools authorized by the local charter authorizer, and recommend to BESE the renewal or non-renewal of the local charter authorizer's certification.

B. The term of any renewal of certification must be at least three years and no more than ten years. Every three

years during the renewal certification term, the LDE shall conduct a review of the local charter authorizer's activities and the performance of the schools it has authorized.

C. If the average performance of the charter schools authorized by the local charter authorizer is a letter grade of "C" or any variation thereof after the initial certification period, the local charter authorizer may not authorize any additional schools until the average performance of the charter schools authorized by the local charter authorizer is a letter grade of "A" or "B" or any variation thereof.

D. If the average performance of the charter schools authorized by the local charter authorizer is a letter grade of "D" or "F" or any variation thereof after the initial certification period, BESE shall not recertify the local charter authorizer and shall provide for the transfer of the charter schools authorized by the local charter authorizer to the state board as type 2 or type 5 charter schools.

E. In determining whether to renew certification for a local charter authorizer, BESE shall consider all information it has obtained regarding the local charter authorizer and the schools it has authorized.

AUTHORITY NOTE: Promulgated in accordance with 17:3981, R.S. 17:3981.1, R.S. 17:3982, and R.S. 17:3996.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 39:474 (March 2013).

§417. Oversight of Charter Schools Authorized by Local Charter Authorizers

A. The LDE shall monitor and evaluate the academic performance of charter schools authorized by local charter authorizers in accordance with BESE policy.

B. Each local charter authorizer shall monitor and evaluate, on an ongoing basis, the legal, contractual, financial, and academic performance of the schools it has authorized, and shall ensure the health and safety of all students in the schools it authorizes.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:3973, R.S. 17:3974, R.S. 17:3981, R.S. 17:3981.1, R.S. 17:3981.2, R.S. 17:3982, and R.S. 17:3996.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 39:474 (March 2013).

§419. Authorizer Fee

A. A local charter authorizer may annually charge each charter school it authorizes a fee in an amount equal to 2 percent of the total per pupil amount that is received by a charter school for administrative overhead costs incurred by the local charter authorizer for considering the charter application and any amendment thereto, providing monitoring and oversight of the school, collecting and analyzing data of the school, and for reporting on school performance. Such fee amount shall be withheld from the per pupil amount in monthly increments and shall not be applicable to any federal money or grants received by the charter school. Administrative overhead costs shall not include any cost incurred by the chartering authority to provide purchased services to the charter school. A local charter authorizer may provide other services for a charter

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school and charge the actual cost of providing such services, but no such arrangement shall be required as a condition for authorizing the charter school.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:3995.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 39:474 (March 2013).

§421. Annual Report

A. Each local charter authorizer shall report to BESE on the number of schools chartered, the status of those schools, and any recommendations by July 1 of each year.

B. Each charter school shall provide a comprehensive report to be reviewed by its local charter authorizer after the completion of the third year.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:10.1 and R.S. 17:3998.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 39:475 (March 2013).

§423. Closure of Local Charter Authorizers

A. In the event that a local charter authorizer ceases operations or loses its BESE certification, the LDE shall develop and oversee the process of transferring schools from that local charter authorizer to the state board as type 2 or type 5 charter schools.

B. If a local charter authorizer loses its certification from the state board or otherwise ceases to exist, all public assets which it has acquired as a local charter authorizer pursuant to this Chapter shall become the property of BESE; provided that the state board shall first afford the local school district within whose boundaries the assets are located the option to purchase or otherwise acquire such public assets. Each local charter school authorizer shall document all assets acquired with private funds.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:3981.2.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 39:475 (March 2013).

Chapter 5. Charter School Application and Approval Process

§501. Organization of Nonprofit Corporation

A. A nonprofit corporation may be formed for the purpose of submitting a charter school by:

1. a group of three or more teachers;
2. a group of 10 or more citizens;
3. a public service organization;
4. a business or corporate entity registered to do business in Louisiana pursuant to law, excluding any business or corporate entity subject to the provisions of R.S. 18:1505.2(L) as provided in R.S. 18:1505.2(L)(3);
5. a Louisiana college or university, licensed by the Board of Regents, pursuant to R.S. 17:1808;

6. the faculty and staff of any city or parish public school or any local school board; or

7. the Department of Education, subject to the approval of BESE.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3981(3), and R.S. 17:3983.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1360 (July 2008).

§503. Eligibility to Apply for a Type 2 Charter School

A. To be eligible to submit a type 2 charter school application, a group must:

1. be organized as a nonprofit corporation under Chapter 2 of Title 12 of the *Louisiana Revised Statutes*, Nonprofit Corporation Law;
2. be recognized as or have applied for recognition as a nonprofit corporation under applicable federal law;
3. have a board of directors with a minimum of three members;
4. include three or more persons holding valid and current Louisiana teaching certificates in the development of the charter application;
5. except as provided in Subsection B or C of this Section, has submitted a proposal for a type 1 or type 3 charter school to the local school board in whose jurisdiction the charter school is proposed to be located which:
 - a. has been denied, as evidenced by a motion or resolution of the local school board; or
 - b. has conditions that have been placed on it that are unacceptable to the group proposing the charter; or
 - c. the local school board has made no final decision in accordance with the timelines established by BESE for consideration of type 1 and 3 charter applications by local school boards; and
 - d. have met the requirement set forth in §507, if proposing to convert from a pre-existing school to a charter school.

B. Applicants applying to operate a charter school which is to be located in a local school system in academic crisis, as defined in Bulletin 111, §4901, are not required to submit a type 1 charter application to such local school system and may submit a proposal for a type 2 charter school directly to BESE.

C. If the local school system in which a charter group intends to apply to operate a type 1 or type 3 charter school has received a letter grade designation of “D” or “F” or any variation thereof, then a proposal for a type 2 charter school may be made to the state board.

D. The eligibility criteria set forth in this section shall be the minimum criteria necessary to be approved for a type 2 charter.

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AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3973, R.S. 17:3981, R.S. 17:3982, R.S. 17:3983, and R.S. 17:3991.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1360 (July 2008), amended LR 37:868 (March 2011), LR 38:3117 (December 2012), LR 39:1431 (June 2013), LR 39:3064 (November 2013).

§505. Eligibility to Apply for a Type 4 Charter School

A. To be eligible to submit a type 4 charter school proposal, a group must:

1. be a local school board;
2. include three or more persons holding valid and current Louisiana teaching certificates in the development of the charter application; and
3. have met the requirement set forth in §507, if proposing to convert from a pre-existing school to a charter school.

B. The eligibility criteria set forth in this Section shall be the minimum criteria necessary to be approved for a type 4 charter.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3973, R.S. 17:3981, and R.S. 17:3983.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1360 (July 2008), amended LR 39:1431 (June 2013), LR 40:1322 (July 2014).

§507. Existing Public Schools Converting to Charter Schools

A. Prior to applying for a type 2 charter school, which proposes to be a school converted from a preexisting public school to a charter school, BESE shall require an applicant to receive approval from the professional faculty and staff of the pre-existing school and the parents or guardians of children enrolled in the school.

B. Prior to applying for a type 3, or type 4 charter school, which proposes to be a school converted from a preexisting public school to a charter school, the chartering authority may require an applicant to receive approval from the professional faculty and staff of the pre-existing school and the parents or guardians of children enrolled in the school.

C. Approval of the professional faculty and staff requires a favorable vote of the majority of the faculty and staff who are certified by BESE and who were employed at the pre-existing school. The number needed for approval shall be determined by the number of professional faculty and staff assigned to the pre-existing school on October 1 preceding the election.

1. An election must be held for the purpose of voting to convert a preexisting public school to a charter school.
2. Employees eligible to vote in an election are members of the faculty and staff who are employed at the pre-existing school and who are certified by BESE.
3. Each eligible employee may cast only one vote.
4. The election must be held by secret ballot.

5. Type 2 conversion votes by professional faculty and staff will follow the process established by the department.

D. Approval by the parents or guardians requires a favorable vote of the majority of the voting parents or guardians of pupils enrolled in the school.

1. An election must be held for the purpose of voting to convert a pre-existing public school to a charter school.
2. The number of votes cast by the parents or guardians in an election must equal at least 50 percent of the number of students enrolled in the school at the time of the election.
3. Only one vote may be cast by one parent or guardian for each student enrolled in the school at the time of the election.
4. Type 2 conversion votes by parents or guardians will follow the process established by the department.

E. An election of the professional faculty and staff or of the parents and guardians may be repeated in any school for approval of the same or a different charter proposal; however, such an election may not occur more than once in any school year.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3973, and R.S. 17:3983.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1361 (July 2008), amended LR 37:869 (March 2011), LR 39:1431 (June 2013), LR 39:3064 (November 2013).

§509. Eligibility to Apply for a Type 5 Charter School

A. To be eligible to submit a Type 5 charter school proposal, a group must:

1. be organized as a nonprofit corporation under Chapter 2 of Title 12 of the *Louisiana Revised Statutes*, Nonprofit Corporation Law;
2. be recognized as or have applied for recognition as a nonprofit corporation under applicable federal law;
3. have a board of directors with a minimum of three members;
4. include three or more persons holding valid and current Louisiana teaching certificates in the development of the charter application; and
5. include a person, whether a natural person or artificial entity, who or which has at least five years of significant experience operating or working for or with a person who operates a public, private, or charter school; a public or private postsecondary institution; or a for-profit business or a nonprofit entity which provides academic instruction to students.

B. The eligibility criteria set forth in this Section shall be the minimum criteria necessary to be approved for a type 5 charter.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3973, R.S. 17:3983, and R.S. 17:3991.

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HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1361 (July 2008), amended LR 37:2383 (August 2011), LR 39:1431 (June 2013).

§511. Charter School Application Process**A. Application Cycle**

1. All type 2, type 4, and type 5 charter applications will be received, reviewed, and approved pursuant to a charter application cycle.

2. All proposed charter application cycles must be approved by BESE.

3. Type 2, type 4, and type 5 charter applications must be submitted in accordance with a charter application cycle approved by BESE to be considered by BESE.

4. There shall be at least one charter application cycle per year for the submission of type 2, type 4, and type 5 charter school applications.

5. BESE may approve additional cycles for the submission of type 2, type 4, and type 5 charter school applications.

B. Competitive Process

1. The charter application process shall be a competitive process whereby any entity meeting eligibility requirements may be approved.

2. The charter application shall be in the form of a request for applications.

3. The release of a request for applications must include:

- a. public notice;
- b. notice to national, regional, and state organizations that support charter schools; and
- c. notice to all known interested parties.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3981, R.S. 17:3981, and R.S. 17:3983.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1361 (July 2008), amended LR 39:1431 (June 2013), LR 39:3064 (November 2013).

§512. Application Process for Locally Authorized Charter Schools**A. Application Cycle**

1. Effective January 1, 2014, local school boards shall accept charter applications from applicants according to the local district timeline established by the department and approved by BESE. Local school boards may request supplementary materials once the initial application has been submitted. Final decisions regarding the approval of charter applications must be made by local school boards according to the local district charter application timeline. Notifications of charter proposal denied shall include written explanation of the reasons for such denial.

2. Prior to the consideration of a charter school proposal by any local school board, each charter applicant

shall be afforded the opportunity to provide a written response to the independent evaluation of the application. Such response shall be available to the independent reviewers for consideration prior to issuing a final recommendation to the chartering authority.

3. If a proposal is not approved by the local school board and then also not approved by BESE within the same approval cycle, then the proposal shall be submitted to the local school board for its consideration during the next approval cycle prior to being submitted to the state board.

B. Common Charter Application

1. Each local school board shall use a common charter application developed by the department and approved by BESE, but may request additional information from applicants as needed.

2. BESE shall annually approve the common application to be used by local school boards. If there are no changes to be made to the common application from a previous year, BESE will not be required to vote to approve the common charter application.

C. Appeals to State Process

1. If a charter applicant believes that a local school board has not complied with the requirements in §306 of this policy, the charter applicant may submit its proposal to the state board for its review and approval as a type 2 charter as part of the annual request for applications.

a. Upon local receipt of the application from the local charter applicant, the department shall investigate and make a determination as to whether the local school board failed to comply with §306 of this policy.

b. If the department determines that the local school board failed to comply with §306, it shall notify the local school board of that determination within 30 days, and BESE may proceed with its own review of the charter application.

2. If the local system in which a charter group intends to apply to operate a school has received a letter grade designation of "D" or "F" or any variation thereof, then a proposal for a type 2 charter school may be made to the state board.

D. Partnerships with the Department

1. A local school board may enter into an agreement with the Louisiana Department of Education by which the department will conduct the local school board's charter applications and evaluation process. Local school boards that have entered into such agreements shall be exempt from Subsection A of this Section, and shall instead follow timelines established by the department.

2. The department shall create the process and timeline by which such agreements can be created and implemented.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3981, R.S. 17:3981, and R.S. 17:3983.

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HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 37:869 (March 2011), amended LR 38:750 (March 2012), repromulgated LR 38:1392 (June 2012), amended LR 38:3118 (December 2012), LR 39:81 (January 2013), LR 40:761 (April 2014).

§513. Stages of Application Cycle for BESE-Authorized Charter Schools

A. Each charter application process shall be approved by BESE on an annual basis.

B. Application Evaluation by Team of Evaluators

1. Teams of local, state, and national evaluators with expertise in charter schools and charter school authorizing, curriculum and instruction, governance and management, and finance shall be assembled for the review of charter applications.

2. Each charter application will be reviewed by the evaluation team and scored with a uniform evaluation rubric.

C. Evaluator Recommendations. Evaluators shall make recommendations to the Department of Education for approval or denial of each charter school application.

D. Prior to the consideration of a charter school proposal by BESE, each charter applicant shall be afforded the opportunity to provide a written response to the independent evaluation of the application. Such response shall be available to the independent reviewers for consideration prior to issuing a final recommendation to BESE.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10) and R.S. 17:3981.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1361 (July 2008), amended LR 37:869 (March 2011), LR 38:750 (March 2012), repromulgated LR 38:1392 (June 2012), amended LR 38:3118 (December 2012), LR 39:1431 (June 2013).

§515. Charter School Application Components

A. The BESE charter school application shall be prepared as a request for applications. Each request for applications shall consist of sections that provide applicants with information on charter schools in Louisiana, an explanation of the application process and timelines, charter school application questions, and any other information which is necessary for an applicant to be able to respond to the charter application questions.

B. A framework of all BESE requests for applications, which shall include an assurance that all required sections are or will be included in the final request for applications, must be submitted to the state board by the department prior to the release of the request. In cases of a type 5 charter operator voluntarily relinquishing its charter, the state superintendent of education may issue an emergency request for applications and BESE shall be notified of such action within two business days. The Department of Education may accept charter applications in a single submission or may structure a process to accept applications in a set of sequential, cumulative submissions.

C. The charter school application questions contained in the BESE request for applications shall consist of questions in the following areas: executive summary, education program, governance, leadership and management, financial plan, and facilities.

D. The charter school application questions for all types of charter schools shall address the following:

1. an executive summary;
2. the role, scope, and mission of the proposed public charter school, including identification of the targeted student population and the community the school hopes to serve;
3. admission requirements, if any, that are consistent with the school's role, scope, and mission may be established in accordance with that permitted in charter school law and this bulletin;
4. a description of the jurisdiction within which a pupil shall reside or otherwise be eligible to attend a public school in order to be eligible for admission;
5. beginning with the 2011-2012 school year, for each elementary and middle charter school, other than a Type 2 charter school, a description of the geographic boundaries circumscribing the neighborhood immediately surrounding the charter school from which students residing within may be given preference for enrollment in accordance with R.S. 17:3991;
6. the grades to be served each year for the full term of the charter contract;
7. minimum, planned, and maximum enrollment per grade per year for the term of the charter contract;
8. evidence of community support for the proposed public charter school;
9. a description of how the proposed charter school fulfills one or more of the purposes specified in the charter school law and this bulletin;
10. background information on the proposed founding governing board members and, if identified, the proposed school leadership and management team;
11. the school's proposed calendar and sample daily schedule;
12. the school's proposed curriculum, a description of how it aligns with state standards, and how it will meet the needs of the targeted student population;
13. a description of the school's instructional design, including the type of learning environment (such as classroom-based or independent study), class size and structure, curriculum overview, and teaching methods, and how that program will meet the needs of the at-risk students to be served;
14. the school's plans for identifying and successfully serving students with disabilities, students who are English language learners, students who are academically behind,

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and gifted students in order to comply with applicable laws and regulations;

15. the school's plan for using internal and external assessments to measure and report student progress and a description of how such assessments align with state standards;

16. a description of co-curricular or extracurricular programs and how they will be funded and delivered;

17. plans and timelines for the school's recruitment, enrollment, and admission process;

18. school rules and regulations applicable to students, including disciplinary policies and procedures for all students, including those with exceptionalities, that incorporate research-based discipline practices such as positive behavior interventions and supports restorative justice principles in accordance with R.S. 17:252;

19. an organizational chart that clearly presents the school's organizational structure, including lines of authority and reporting between the governing board, staff, any related bodies (such as advisory bodies or parent and teacher councils), and any external organizations that will play a role in managing the school;

20. a plan for complying with applicable public body laws;

21. a clear description of the roles and responsibilities for the governing board, the school's leadership and management team, and any other entities shown in the organization chart;

22. a staffing chart for the school's first year, and a staffing plan for the term of the charter;

23. plans for recruiting and developing school leadership and staff;

24. personnel policies and employment practices applicable to the school's officers and employees;

25. the manner in which teachers, leaders, and other school employees will be evaluated;

26. proposed governing bylaws;

27. explanations of any partnerships or contractual relationships central to the school's operations or mission;

28. the school's plans for providing transportation, food service, and all other significant operational or ancillary services;

29. policies, programs, and practices to ensure parental involvement and procedures to respond to parental complaints;

30. a detailed school start-up plan, identifying tasks, timelines and responsible individuals;

31. description of the school's financial plan and policies sufficient to permit a government audit, including financial controls and audit requirements;

32. management and accounting practices to be employed;

33. a description of the insurance coverage the school will obtain;

34. start-up and five-year budgets with clearly stated assumptions;

35. start-up and first-year cash-flow projections with clearly stated assumptions;

36. evidence of anticipated fundraising contributions, if claimed in the application; and

37. the specific academic and other educational results to be achieved, the timelines for such achievement, and how results will be measured and assessed;

38. an agreement to provide a report at the end of each semester to parents of pupils enrolled in the school, the community, the local school board, and the state board indicating progress toward meeting the performance objectives as stated in the charter;

39. information concerning the school location and the adequacy of its facilities and equipment. Such information shall include a statement of the procedures to be followed and disposition of facilities and equipment should the charter be terminated or not renewed;

40. management and accounting practices to be employed;

41. provisions regarding liability issues;

42. assurance that the curriculum of the proposed charter school shall be focused on the intellectual domain with intellectual development defined as acquisition of discrete technical and academic skills;

43. assurance that the proposed charter school will regularly assess the academic progress of its students, including the participation of such students in the state testing programs, and the sharing of such information with parents;

44. assurance that students shall have a mastery of grade-appropriate skills before they can be recommended for promotion or promoted;

45. provisions regarding the safety and security of the school;

46. provisions regarding electronic communications by an employee of the charter school to a student enrolled at the charter school;

47. provisions regarding the inspection and operation of all fire prevention and safety equipment at the school; and

48. a plan for collecting data in accordance with R.S. 17:3911;

49. a description of any proposed corporate partnerships as specified in Chapter 39 of this bulletin.

E. In the case of a proposed public charter school that intends to contract with a management organization for

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substantial educational services, management services, or both types of services, the request for proposals shall additionally require the applicants to:

1. provide evidence of the management organization's success in serving student populations similar to the targeted population, including demonstrated academic achievement as well as successful management of non-academic school functions if applicable;

2. provide a term sheet setting forth the proposed duration of the service contract; roles and responsibilities of the governing board, the school staff, and the service provider; scope of services and resources to be provided by the service provider; performance evaluation measures and timelines; compensation structure, including clear identification of all fees to be paid to the management organization; methods of contract oversight and enforcement; investment disclosure; and conditions for renewal and termination of the contract; and

3. disclose and explain any existing or potential conflicts of interest between the school governing board and proposed management organization or any affiliated business entities.

F. In the case of a public charter school proposal from an applicant that is itself or is using a management organization that currently operates one or more schools in any state or nation, the request for proposals shall additionally require the applicant to provide evidence of past performance and current capacity for growth.

G. Type 1 and Type 2 charter school applications shall describe how the charter school will serve the percentage of at-risk students defined in the charter school law and in Section 2713 of this bulletin.

H. In the case of a proposed virtual charter school, the request for applications shall additionally require the applicants to provide:

1. a testing plan that meets the requirements set forth in Section 317 of Bulletin 118;

2. a plan for delivering instruction in the event of technical and other course delivery problems which prevent normal course delivery;

3. a summary of data protection and recovery procedures in the event of catastrophic system failure;

4. a staff/teacher acceptable use policy for technology that complies with R.S. 17:3996(21);

5. a school electronic communication policy that complies with the federal Child Internet Protection Act and R.S. 17:100.7, including information on school Internet safety and filtering practices and policies;

6. a plan for providing professional development appropriate to the delivery method used and the acceptable use and electronic communication policies;

7. a plan for providing adequate, timely, and appropriate technical support to students, teachers, facilitators, and instructional coaches;

8. a plan for providing orientations to enrolled students, their parents, and their instructional coaches on the course delivery model prior to the beginning of the class;

9. a plan outlining the nature, frequency, and location of all required and optional in-person meetings and interactions between parents and school faculty, including but not limited to parent/teacher conferences, open houses, and school community meetings;

10. a plan for verifying student participation and performance, including specific intervention procedures the school will take when students are not participating as required; and

11. a plan for complying with Title 28, Chapter 11, §1119, Health Screening as part of enrollment and the ongoing functioning of the school.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3981, and R.S. 17:3991.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1362 (July 2008), amended LR 37:869 (March 2011), LR 37:2383 (August 2011), LR 38:38 (January 2012), LR 38:750 (March 2012), repromulgated LR 38:1392 (June 2012), amended LR 38:1583 (July 2012), LR 38:3118 (December 2012), LR 39:1432 (June 2013).

§517. Consideration of Charter Applications and Awarding of Charters by BESE

A. BESE shall consider each type 2 and type 4 charter school application and vote to approve or deny the application.

B. BESE shall consider each type 5 charter school application that is recommended by the state superintendent of education, based on a recommendation by the Department of Education, and may vote to approve or deny the recommended application.

C. BESE shall carefully review each type 2, type 4, and type 5 charter school application it receives and may approve a charter application only after it has made a specific determination that the proposed school will be operated in compliance with all applicable state and federal laws, rules, and regulations; that the accounting and financial practices to be used are sound and in accordance with generally accepted standards for similar entities; and that the educational program to be offered will comply with all requirements of the charter school law and be based on generally accepted education research findings applicable to the pupils to be served, including but not limited to school discipline practices and policies that incorporate positive behavior interventions and supports, restorative justice, and other research-based discipline practices and classroom management strategies and otherwise conform to the other model master discipline plan required in accordance with R.S. 17:252.

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D. Approval of type 2, type 4, and type 5 charter schools shall require an affirmative vote of at least six board members.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3981, and R.S. 17:3983.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1363 (July 2008), amended LR 37:870 (March 2011), LR 38:750 (March 2012), repromulgated LR 38:1392 (June 2012), amended LR 39:1432 (June 2013), LR 39:3064 (November 2013).

§518. BESE Pre-Opening Procedures Following Approval

A. Following charter application approval by BESE, approved nonprofit corporations must complete pre-opening requirements developed by the department prior to executing a charter contract and prior to opening a school.

B. The department must certify completion of the pre-opening requirements prior to the opening of the school.

C. A charter operator may open additional schools included in its approved charter application if the academic, financial, and organizational performance requirements in this section are met prior to the operator entering pre-opening for the subsequent approved school.

1. Charter schools currently operated by the charter operator shall meet specific academic criteria as described within this Paragraph.

a. Schools currently operating under the oversight of the charter operator shall meet either of the following academic performance criteria:

i. an average school performance score equivalent to a letter grade of C, or higher, calculated in a manner that correlates to the district performance score formula outlined in *Bulletin 111—The Louisiana School, District, and State Accountability System*; or

ii. an average of five or more points of growth per year from the school's pre-assessment index, if available, for all schools awarded a T, D, or F letter grade.

b. If the charter operator contracts with a management organization, the state superintendent may consider the academic performance of all schools operating in Louisiana affiliated with the management organization in determining whether or not the charter operator is allowed to open a subsequent approved school.

c. The state superintendent may waive the academic performance criteria if likely new enrollees would otherwise predominantly be enrolled in schools performing at levels lower than or equivalent to the participating school.

2. The majority of the charter operator's schools have received a "meets expectations" designation in the most recent evaluation of financial performance according to the charter school performance compact.

3. The majority of the charter operator's schools have received a "meets expectations" designation in the most recent evaluation of organizational performance according to

the charter school performance compact, and each school has no unresolved notices of concern or breach.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3981, and R.S. 17:3983.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 37:870 (March 2011), amended LR 37:2385 (August 2011), LR 39:1432 (June 2013), LR 41:1263 (July 2015).

§519. Local School Board Consideration of Charter Application, Awarding of Charters

A. Local school boards shall carefully review each type 1 and type 3 charter school application they receive and may approve a charter application only after it has made a specific determination whether each proposed charter complies with the law and rules, whether the proposal is valid, complete, financially well-structured, and educationally sound, whether it provides for a master plan for improving behavior and discipline in accordance with R.S. 17:252, whether it provides a plan for collecting data in accordance with R.S. 17:3911.

B. Local school boards may approve requests to establish a type 3B charter school pursuant to the process outlined in Bulletin 129, §505.

1. A type 3B charter school is a former Type 5 charter school transferred from the Recovery School District to the administration and management of the transferring local school system pursuant to R.S. 17:10.5, R.S. 17:10.7 and Bulletin 129, §505.

2. A type 3B charter school shall retain its type 5 academic accountability history, including, but not limited to prior school performance scores. The performance of a type 3B charter school shall be included in the local school district's district performance score.

3. Throughout initial and all subsequent renewal charter terms, the type 3B charter contract shall:

a. comply with any transfer conditions previously specified by BESE at the time BESE made the determination to allow the transfer;

b. permit the charter school to remain in its facility or designate an alternative facility for use by the charter school;

c. prohibit the charter school from establishing admissions requirements; and

d. require any school that participated as a type 5 charter school in unified processes common to other public schools located in the same parish or school district boundaries that are critical to providing equity and access to students and families to continue to participate in such processes. At a minimum, the contract shall require the charter school to:

i. continue to participate in any unified enrollment system and expulsion process established by the RSD for the parish or region where the charter school is located. The charter school shall follow all policies and

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procedures applicable to type 5 charter schools participating in the enrollment system and expulsion process; and

ii. continue to provide transportation services for students who reside more than one mile away from the school.

4. In determining the length of the initial term for the type 3B charter school upon transfer, the local school board shall either:

a. set the length of the initial charter term to match the number of years remaining on the charter school's former type 5 charter contract; or

b. set the length of the initial charter term to be three or more years, not to exceed the number of years the charter school would be granted under the "maximum charter renewal terms" contained in Section 1503 of this Bulletin.

5. If granted a renewal, in determining the length of the term for the first renewal of the type 3B charter contract, the local school board shall set the length of the renewal term to be three or more years, not to exceed the number of years the charter school would be granted under the "Maximum Charter Renewal Terms" contained in Section 1503 of this Bulletin. Differing academic performance standards for the first renewal of the charter contract must be approved by BESE. Subsequent renewal term lengths shall be determined by the local school board.

6. At the time of transfer, the type 3B charter school shall have the option to remain its own local educational agency or have the local school system serve as the charter school's local education agency. The charter school may subsequently change its LEA status, subject to approval by the local school board and LDE.

a. A type 3B charter school acting as its own local education agency shall comply with the same financial, programmatic, and reporting requirements applicable to other charter school LEAs.

b. The state superintendent may rescind the local education agency status of a type 3B charter school should the charter school fail to meet these requirements, pursuant to a process outlined in the annual financial risk assessment administered by the department. Upon rescission, the local school board shall serve as the LEA for the type 3B charter school as long as the local school board continues to authorize the charter school.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10) and R.S. 17:3981.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education LR 37:2385 (August 2011), amended LR 39:3065 (November 2013), amended LR 39:3249 (December 2013).

§521. Authorization of Schools by Local Charter Authorizers

A. Local charter authorizers shall conduct an annual charter school applications and approval process, using the

same timelines established in Bulletin 126 by BESE for local school district charter school applications and approvals.

B. Each local charter authorizer shall use a common charter application developed by the LDE and approved by the state board, but may request additional information from applicants as needed.

C. Local charter authorizers must comply with all laws and regulations regarding the application and approval process when authorizing charter schools.

D. The charter school application and approval process conducted by a local charter authorizer must be in compliance with the latest principles and standards for quality charter school authorizing, as promulgated by the National Association of Charter School Authorizers.

E. Local charter authorizers shall provide for an independent evaluation of charter proposals by a third party with educational, organizational, legal, and financial expertise.

F. The local charter authorizer shall make public through its website, and in printed form upon request, the following:

1. the guidelines for submitting a charter proposal in accordance with Subsections A-E of this Section;

2. all forms required for submission of a charter proposal;

3. the timelines established for accepting and reviewing charter proposals;

4. the process that will be used to review charter proposals submitted to the board;

5. the name and contact information for a primary point of contact for charter proposals.

G. In reviewing a charter proposal for approval, the local charter authorizer shall determine whether the proposal:

1. is valid;

2. is complete;

3. is financially well-structured;

4. is educationally sound;

5. provides for a master plan for improving behavior and discipline in accordance with R.S. 17:252;

6. provides a plan for collecting data in accordance with R.S. 17:3911; and

7. offers potential for fulfilling the purposes of this bulletin.

H. Prior to approving a charter for a type 1B school, the local charter authorizer considering the proposal shall hold a public meeting for the purpose of receiving public input. Such meeting shall be held in the geographic area to be served by the school after reasonable efforts have been made to notify the public of the meeting and its content.

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I. Local charter authorizers shall provide written notification to all applicants whose charter proposals have been denied.

J. If a charter applicant believes that a local charter authorizer has not complied with Subsections A-F of this Section in its evaluation of an application, the charter applicant may submit its proposal to the LDE for its review and approval as a type 2 charter. If the LDE determines that the local charter authorizer failed to comply with Subsections A-F of this Section, it shall notify the local charter authorizer of that determination and the LDE may proceed with its own review of the charter application.

K. Each approved charter may be approved subject to whatever other resolatory or suspensive conditions the chartering authority requires provided those entering into the charter agree with the conditions. If the local board or local charter authorizer seeks to amend the charter agreement in a manner that is unacceptable to the charter school or if the charter school finds requested terms for charter renewal to be unacceptable, the charter school may petition BESE to convert to a type 2 charter school, pursuant to processes established by the LDE. Upon receipt of such request, BESE shall notify the local board or local charter authorizer of the request and shall permit the local board or local charter authorizer to provide a response prior to any action on such request.

L. BESE may rescind a charter approval or agreement between a local charter authorizer and a chartering group if the chartering group has been found by the state board to have a repeating pattern of abuse, neglect, and mistreatment of students.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:3973, R.S. 17:3974, R.S. 17:3981, R.S. 17:3981.1, R.S. 17:3981.2, R.S. 17:3982, and R.S. 17: 3996.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 39:475 (March 2013).

§523. Charter School Replication

A. A charter operator may open and operate up to two additional charter schools under the same chartering authority without making a formal application to its chartering authority if the charter schools currently operated by the charter operator meet the performance criteria outlined below:

1. all charter schools currently operated by the charter operator must meet the following performance criteria:

a. an averaged letter grade of A or B based upon the most recent school performance scores for all charter schools currently in operation under the charter operator;

b. demonstrated growth in student academic achievement as measured by an averaged increased school performance score over the three proceeding school years based upon the school performance scores for all charter schools currently in operation under the charter operator;

c. has received meets expectations designations in the most recent evaluations in organizational performance

according to the charter school performance compact for the majority of the charter operator's schools;

d. has received meets expectations designation in the most recent evaluation in financial performance according to the charter school performance compact for the majority of the charter operator's schools; and

2. in addition, at least one of the charter operator's currently operating schools must meet the following performance criteria:

a. currently has a letter grade of A or B;

b. has demonstrated growth in student academic achievement as measured by an increased school performance score over the three proceeding school years;

c. has received a meets expectations designation in the most recent evaluation in organizational performance according to the charter school performance compact; and

d. has received a meets expectations designation in the most recent evaluation in financial performance according to the charter school performance compact;

3. should the charter operator meet the criteria outlined in Paragraphs 1 and 2, above, the charter operator may open and operate up to two additional charter schools for each currently operating charter school meeting the specific criteria outlined in Paragraph 2, above, under the same chartering authority, without making a formal application to the chartering authority;

4. the new charter schools must serve the same grade levels and enrollment boundaries as the operator's charter school that meets the eligibility criteria outlined above in Paragraph 2;

5. The type of charter schools the charter operator may open shall be determined as follows;

Charter School Meeting Eligibility Requirements	Permitted New Types of Charter Schools
Type 1	<ul style="list-style-type: none"> Type 1; May be a Type 3 subject to the permission of the school board
Type 1B	<ul style="list-style-type: none"> Type 1B
Type 2	<ul style="list-style-type: none"> New Type 2; May be a Type 2 conversion charter school upon receiving approval from the professional faculty, staff, and parents or guardians of the pre-existing school, as required in §507; May be a Type 5 subject to siting by the RSD to transform a current RSD direct-run or Type 5 charter school
Type 3	<ul style="list-style-type: none"> Type 1; May be a Type 3 subject to the permission of the school board
Type 3B	<ul style="list-style-type: none"> Type 3B, subject to the charter operator's ability to provide a facility or enter into an agreement with the local school board for use of a school board facility
Type 4	<ul style="list-style-type: none"> Type 4

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Charter School Meeting Eligibility Requirements	Permitted New Types of Charter Schools
Type 5	<ul style="list-style-type: none"> • Type 2; • May be a Type 2 conversion charter school upon receiving approval from the professional faculty, staff, and parents or guardians of the pre-existing school, as required in §507; • May be a Type 5 subject to siting by the RSD to transform a current RSD direct-run or Type 5 charter school

6. the chartering group shall notify its chartering authority of its intent to open one or two additional charter schools pursuant to this section at least 120 calendar days prior to the day on which each additional school shall enroll students;

7. at least 90 calendar days prior to the day on which each additional school shall enroll students, the chartering authority shall enter into a charter agreement with the chartering group for each additional school and shall notify BESE of its action;

8. the charter operator must complete all processes and required by law and BESE policy to open a school, including, but not limited to the procurement of all required permits, inspections and approvals necessary to safeguard student safety and welfare.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3981, and R.S. 17:3992(A).

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education LR 39:1432 (June 2013), amended LR 39:3250 (December 2013).

Chapter 7. Charter School Performance Contract

§701. Charter School Contract with BESE

A. The charter school contract shall represent the legal agreement between BESE and the charter operator, which defines the rights and responsibilities of the parties.

B.1. The charter school contract shall define the performance standards to which the charter school will be held accountable and the general terms and conditions under which the charter school will operate. The charter school contract template shall include, but not be limited to:

- a. provisions regarding the establishment of the charter school;
- b. the operation of the charter school;
- c. charter school financial matters;
- d. charter school personnel;
- e. charter term, renewal and revocation; and
- f. other provisions determined necessary by BESE.

2. The charter school contract shall also include exhibits that provide detailed information about the terms and conditions under which the school will operate.

C. Each contract entered into by BESE for the operation of a charter school shall contain provisions set forth in a standard contract template; however, BESE shall not be precluded from allowing for provisions that may be specific to an individual charter operator.

D. Any contracts entered into between a charter operator and a management organization shall:

1. set forth material terms including but not limited to: performance evaluation measures; methods of contract oversight and enforcement by the charter school board; compensation structure and all fees to be paid to the management organization; and conditions for contract renewal and termination;

2. contain provisions relative to the submission of documents, including but not limited to student records and financial information, upon request and in a timely manner. The contract shall specify that any documents not provided by a management organization to the charter operator must be reported by the charter operator to the department. If such documents are financial documents, the department shall notify BESE and the Office of the Louisiana Legislative Auditor. Failure to comply with requests for documents may render the management organization ineligible to contract with any BESE-authorized charter school as a management organization for up to five years.

E. Contracts between charter operators and management organizations may be reviewed by the department to ensure compliance with the provisions of Subsection D of this Section. Any contracts entered into between charter operators for the provision of services shall require an assurance statement signed by the presidents of the charter operators' board of directors to be submitted to the department. The assurance statement shall indicate that both parties have complied with the provisions of Subsection D of this Section.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10) and R.S. 17:3981.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1363 (July 2008), amended LR 37:2385 (August 2011), LR 38:751 (March 2012), repromulgated LR 38:1393 (June 2012), LR 38:3118 (December 2012), LR 39:3065 (November 2013).

§703. Performance Measures

A. The charter school contract shall provide for specific student performance, financial, and legal and contractual standards which must be met by the charter operator during the term of the charter contract.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10) and R.S. 17:3981.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1363 (July 2008).

§705. Contract Execution

A. A duly authorized officer of the board of directors of the charter operator shall sign the charter contract on behalf of the charter operator.

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B. The president of BESE shall sign the charter contract on behalf of BESE.

C. The charter contract shall not be fully executed until the charter operator completes all pre-opening requirements identified for completion prior to contract execution.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10) and R.S. 17:3981.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1363 (July 2008).

§707. Contracts Between Local Charter Authorizers and Charter Operators

A. Every charter contract between a local charter authorizers and the charter operator of a school authorized by the local charter authorizer shall include the following:

1. all clauses and exhibits required in charter school contracts by Title 17, Chapter 42 of the *Louisiana Revised Statutes* and by BESE Bulletin 126;

2. requirements that the charter operator abide by all applicable federal and state law, and BESE policy;

3. a clause allowing all rights, responsibilities, and interests of the local charter authorizer in the contract to be assigned to BESE, in the event that the local charter authorizer ceases to operate or loses its BESE certification;

4. provisions that no person who has been convicted of or has pled nolo contendere to a crime listed in R.S. 15:587.1(C) shall be hired by a charter school as a teacher, substitute teacher, bus driver, substitute bus driver, or janitor, or as a temporary, part time, or permanent school employee of any kind;

5. a clause acknowledging that BESE may rescind the charter contract if the chartering group has been found by the state board to have a repeating pattern of abuse, neglect, and mistreatment of students;

6. a clause acknowledging that if the charter is revoked or the school otherwise ceases to operate, all assets purchased with any public funds become the property of the local charter authorizer;

7. a clause requiring the charter operator and charter school to annually submit its budget to the local charter authorizer.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:3973, R.S. 17:3974, R.S. 17:3981, R.S. 17:3981.1, R.S. 17:3982, and R.S. 17:3996.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 39:476 (March 2013).

Chapter 9. Opening of Charter School

§901. Timeline for Charter School Opening

A. A charter school shall begin operation by not later than 24 months after the final approval of the charter, unless such charter school is engaged in desegregation compliance issues and, therefore, must begin operation by not later than 36 months. However, upon request, the chartering authority

may extend the time period within which any charter school must begin operation.

B. If a charter school fails to begin operation within the time periods set forth in §901.A, the charter for that school shall be automatically revoked although a new charter may be proposed in a subsequent application cycle.

C. A charter school other than a Type 5 shall not begin operation sooner than eight months after approval of the charter school has been granted, unless the chartering authority agrees to a lesser time period.

D. A charter school other than a type 5 shall not begin operation sooner than eight months after approval of the charter school has been granted, unless the chartering authority agrees to a lesser time period.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3981, and R.S. 17:3983.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1363 (July 2008), amended LR 37:870 (March 2011), LR 37:2385 (August 2011), LR 38:751 (March 2012), repromulgated LR 38:1393 (June 2012), amended LR 39:1433 (June 2013).

Chapter 11. Ongoing Review of Charter Schools

§1101. Charter School Evaluation

A. BESE authorizes the operation of charter schools to provide schools with increased educational and operational autonomy in exchange for accountability for performance.

B. The performance of type 2, type 4, and type 5 charter schools will be reviewed and/or evaluated annually in the following categories:

1. student performance;
2. financial performance; and
3. organizational performance.

C. BESE shall approve a charter school performance compact that will articulate the specific criteria the Department of Education will use to annually evaluate the student, financial, and organizational performance of BESE-authorized charter schools. As necessary, the Department of Education may revise the charter school performance compact, subject to BESE approval of all material changes. All criteria used in the charter school performance compact shall correspond to one of the categories listed above.

D. In measuring the organizational and financial performance of schools as part of the charter school performance compact, charter schools will be given one of the following ratings:

1. meets expectations;
2. approaches expectations;
3. fails to meet expectations.

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E. The charter school performance compact may include other supporting evidence to be included in evaluating school performance.

F. BESE shall receive a report on the review of type 2, type 4, and type 5 charter schools not later than January of each year. This annual report will include charter contract extension determinations.

1. During its renewal term, each charter school will be subject to regular site visits and contract review on a schedule established by the Department of Education.

2. A charter school under long-term renewal (five or more years), whose academic performance declines for three consecutive years, will be subject to a formal evaluation and contract review by LDOE. Based on the results of its evaluation, the department may recommend one of the following actions:

a. the charter school be placed under a memorandum of understanding (MOU) that outlines specific recommendations for improving performance; or

b. revocation.

G. Student Performance

1. Student performance is the primary measure of school quality. BESE shall use the state's assessment and accountability programs as objective and verifiable measures of student achievement and school performance. Student performance is the primary indicator of school quality; therefore, BESE will heavily factor all annual evaluations and contract extensions and renewal decisions on a school's achievement of the student performance standards.

2. Charter schools are required to administer all state assessments and are subject to the Louisiana School and District Accountability System as required by Bulletin 111.

3. Pre-Assessment Index

a. In the fall of each charter school's second year of operation, the Department of Education shall provide each charter school with a pre-assessment index, as available.

b. The pre-assessment index will consist of the test results of the students enrolled in the charter school from the immediately preceding spring state testing prior to the creation of the new charter school, where available.

4. The charter school performance compact shall articulate the specific criteria the Department of Education will use to evaluate academic performance.

H. Financial Performance

1. Charter schools are required to engage in financial practices, financial reporting, and financial audits as set forth in charter school law, this bulletin, and the charter. The requirements imposed by law, regulation, and contract ensure the proper use of public funds and the successful fiscal operation of the charter school.

2. Charter schools will be evaluated annually on the timely submission of budgets, audits, annual financial

reports, and all other financial reporting and compliance with applicable financial budgeting; accounting; and auditing laws, regulations, and procedures.

3. Financial performance shall be assessed annually using the financial risk assessment framework approved and adopted by BESE. The financial risk assessment shall:

a. monitor the following external conditions encountered by charter operators that, if not addressed, could render the school financially vulnerable; and

i. student enrollment factors:

(a). declines in public school enrollment;

ii. trends in fiscal conditions:

(a). total current expenditures per pupil is 90 percent or less of state average:

(i). short-term reaction of school systems is to reduce expenditures. This serves as indicator of ability of school system to cut expenditures if required;

(b). relationship between accountability scores and per pupil expenditure: another measure of ability of school system to cut expenditures and expected outcome on accountability scores;

iii. future obligations:

(a). school systems with 15 percent above the state average of school employees projected to retire within the next five years:

(i). indicates that over 45 percent of school system personnel has 15 or more years of service;

iv. status of business certification of business official:

(a). is current business official in process of being certified under R.S. 17:84.2;

b. identify the following internal factors that could lead to weaknesses or challenges in the financial operations of an operator.

i. Level 1—Fiscal Management/Behavior. School systems meeting the criteria in this category have problems because they have not implemented financial management practices that are designed to ensure good internal controls in their systems; therefore, if not addressed the risk is higher that these smaller problems could lead to more severe problems in the future:

(a). submittal of general fund budget form A by September 30 as required by law (submittal of annual operating budget by July 31 for charter schools);

(b). submittal of final AFR by October 31;

(c). audit opinion—internal control on government auditing standards;

(d). single audits—consecutive audit findings;

(e). known material fraud in any program.

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ii. **Level 2—Identified Problems Having Fiscal Impact.** Items in this category may indicate the mismanagement of a program to the degree that funds must be repaid (referred to as a questioned cost). The school system is required to repay these funds to the federal government, unless a CAROI agreement is established by the LDE. This agreement allows for funds to remain in the school system to correct the systematic problem and enhance the program. These types of problems can be corrected but must be directly addressed and closely monitored to ensure this does not continue:

- (a). questioned costs from A-133—single audit report;
- (b). questioned costs from program monitoring review;
- (c). questioned costs from fiscal monitoring review.

iii. **Level 3—Auditing Outcomes.** Items in this category may indicate that the independent auditor has found a critical problem in these areas of a school system's financial operations. The severity of the problem will be indicated by the type of the opinion issued. Problems such as these can be corrected but must be directly addressed by the school system and then closely monitored:

- (a). audit opinion—general purpose financial statements;
- (b). audit opinion—schedule of expenditures of federal programs;
- (c). audit opinion—compliance with laws and regulations on federal programs.

iv. **Level 4—Problems with Balanced Budgets and Fund Balances.** Items in this category may indicate there could be, or there already exists, cash flow problems in a school system. These types of problems must be addressed immediately or the school system could be at risk of insolvency:

- (a). general fund deficit spending. General fund deficit spending may be acceptable in certain instances. In such instances correspondence from the district is necessary to justify the deficit spending;
- (b). general fund balance as a percentage of general fund revenues.

v. **Level 5—Major Events**

(a). **Going Concern Opinion.** Items in this category indicate that problems already exist in a school system that put the entity at risk of being able to continue operations.

(b). **New School System or Major Event.** A school system categorized in this manner requires LDE to closely monitor the development and implementation of appropriate systems, policies, and procedures to ensure successful provision of educational services to students as a

result of being newly formed or having experienced a special event.

4. The financial risk assessment shall be a factor in determining the financial performance of a charter school.

5. The financial risk assessment shall result in one of the following actions:

- a. no action. The school's fiscal health is determined to be satisfactory and does not require continued departmental monitoring; or
- b. monitoring. The department will monitor specific aspects of the financial risk assessment, in order to assure continued progress in areas that have been problematic in the past; or
- c. dialogue. The department will conduct a detailed review of the school's finances and financial practices; follow-up may include, but not be limited to, discussions between department staff and school leadership regarding issues of major concern, a formal site visit, or recommended action by BESE in order to address deficiencies.

6. Charter schools in their first year of operation shall be provided a financial practices self-assessment in order to determine the extent to which the school is positioned for strong financial performance.

7. The charter school performance compact shall articulate any other specific criteria the Department of Education will use to evaluate financial performance.

I. **Organizational Performance**

1. BESE shall evaluate a charter school's performance based on the Department of Education's oversight and monitoring of the charter school's compliance with its statutory, regulatory, and contractual obligations and all reporting requirements.

2. BESE's organizational performance evaluation of each charter school shall be based on, but not limited to, the following indicators. All other requirements in the charter contract that are otherwise captured in the Department of Education's charter school oversight, monitoring, and reporting structure shall be subject to evaluation. In assessing organizational indicators, BESE may consider information from various sources

Indicator	Standard
Special Education and ELL Program	Pursuant to applicable law and regulation and contract provisions
Student Enrollment	Pursuant to applicable law and regulation, and contract provisions
Student Discipline	Pursuant to applicable law and regulation, and contract provisions
Health and Safety	Pursuant to applicable law and regulation, and contract provisions
Governance	Pursuant to applicable law and regulation, and contract provisions
Facilities	Pursuant to applicable law and regulation, and contract provisions

3. BESE will consider a standard not met if a violation indicates a deliberate act of wrongdoing, reckless conduct,

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or causes a loss of confidence in the abilities or integrity of the school or seriously jeopardizes the rights of students, safety of students, or the continued operation of the school.

4. The charter school performance compact shall articulate the specific criteria the Department of Education will use to evaluate organizational performance.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3981, and R.S. 17:3991.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1363 (July 2008), amended LR 37:871 (March 2011), repromulgated LR 37:1124 (April 2011), amended LR 37:2385 (August 2011), LR 38:751 (March 2012), repromulgated LR 38:1393 (June 2012), amended LR 38:3118 (December 2012), LR 39:1433 (June 2013), LR 39:3065 (November 2013), amended LR 40:1322 (July 2014).

§1103. Alternate Evaluation of Charter Schools

A. The provisions of §1101 shall not apply to any charter operator whose charter contract provides for an alternate evaluation system.

B. BESE may provide for an alternate evaluation system for a charter school serving a unique population or populations, as reflected in its approved charter, or for a charter school serving students in grades that do not participate in state mandated assessments and are thus not included in the Louisiana School and District Accountability System.

C. BESE-Authorized Alternative Charter School Frameworks

1. BESE may approve alternative charter school extension and renewal frameworks that set forth specific criteria the LDE will use to annually evaluate the student performance of certain BESE-authorized alternative charter schools. Criteria used in the frameworks shall correspond to student performance criteria. The charter school performance compact shall be used to annually evaluate the financial and organizational performance of schools evaluated.

a. A charter school eligible for evaluation with an alternative charter school extension and renewal framework shall:

- i. serve a non-traditional student population and mission as reflected in its approved charter;
- ii. elect to be evaluated by the alternate framework;
- iii. receive approval by BESE as an alternative charter school and meet the requirements of Bulletin 111, §3501.C.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3981, and R.S. 17:3991.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1366 (July 2008), amended LR 40:1322 (July 2014).

§1105. Intervention Process for Charter Schools

A. The charter school performance compact may include an intervention process that articulates the steps the Department of Education may take should a school fall out of compliance with requirements outlined in the charter school performance compact, law, or BESE policy. The stages of the intervention process shall include:

1. good standing. All charter schools will begin at this level;
2. notice of concern. If the Department of Education receives a verified complaint or if regular oversight generates significant concerns or questions, a school will receive a notice of concern. The notice of concern will contain specific actions and due dates required to remedy the concern. Upon remedying the concern the school will return to good standing. Repeated notices of concern may lead to increased oversight by the Department of Education;
3. notice of breach. If a school fails to meet a critical indicator identified in the charter school performance compact, or fails to correct a notice of concern, the school will be issued a notice of breach that will contain specific actions and due dates required to remedy the breach. The Department of Education will monitor the implementation of the steps required to cure the breach. Once a school has fulfilled the notice of breach requirements, the school will return to good standing. Repeated notices of breach may lead to increased oversight by the Department of Education;
4. revocation review. Failure to meet the requirements specified in the notice of breach will result in a revocation review. The review may include additional visits to the school or an in-depth audit to assess financial and/or organizational health. Schools may progress to revocation review if they receive repeated notices of breach in the same school year. Findings from the revocation review will determine whether the Department of Education shall commence revocation proceedings or whether the school will be granted a revised notice of breach.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3981, and R.S. 17:3991.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 39:1435 (June 2013).

Chapter 13. Charter Term

§1301. Initial Charter

A. An approved charter shall be valid for an initial term of four years.

B. A charter operator shall have a right to operate a charter school during its initial four year term unless the charter is revoked or surrendered.

C. A charter operator's right to operate a charter school shall cease upon the expiration of the initial four year term, unless the charter operator is granted an extension to operate for a fifth year.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3981, and R.S. 17:3992.

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HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1366 (July 2008), amended LR 38:3118 (December 2012).

§1303. Extension Review

A. Each charter school shall be reviewed by its chartering authority after the completion of the third year of operation. If the charter school is achieving its stated goals and objectives pursuant to its approved charter, then the chartering authority shall extend the duration of the charter for a maximum initial term of five years. If the charter school is not achieving its stated goals and objectives pursuant to its approved charter, then the chartering authority shall not extend the duration of the charter, and the charter shall expire at the end of the school's fourth year.

B. Each type 2, type 4, and type 5 charter school's extension review shall be used to determine if the school will receive a one-year extension, as follows.

1. Contract Extension

a. Each charter school shall be reviewed based on academic, financial, and legal and contractual performance data collected by the Department of Education. If such performance data reveal that the charter school is achieving the following goals and objectives, the board shall extend the duration of the charter for a maximum initial term of five years.

i. For the 2015 and beyond extension processes, a charter school shall:

(a). meet or approach expectations on the most recent evaluation in financial performance according to the charter school performance compact and a financial risk assessment rating that has not been deemed to require "dialogue" as set forth in §1101.E; and

(b). have no violation of legal or contractual standards as defined in §1101.I.3; and

(c). meet one of the following student performance standards that aligns with the structure of the school:

(i). turnaround schools, schools qualified to receive a letter grade of "T" per Bulletin 111, §1105, school has earned a letter grade of "D" or higher based on performance data from the school's third year of operation; or school has made an average of 5 or more points of growth per year of the charter contract (from the pre-assessment index to the last year of data);

(ii). non-turnaround schools, school has earned a letter grade of "D" or higher based on performance data from the school's third year of operation;

(iii). alternative charter schools, schools approved by the department to use an alternative charter school extension and renewal framework, school has met the standards for extension from an alternative charter school extension and renewal framework.

2. Schools that Fail to Meet Extension Standards

a. If a charter school fails to meet any of the standards set forth in Paragraph B.1 of this Section, BESE may, at the superintendent's recommendation, take one of the following actions based on information provided by the Department of Education:

i. grant the school a one year probationary extension with conditions or other required actions;

ii. allow the charter to expire at the end of the school's fourth year of operation.

3. Probationary Extension

a. A charter school granted a probationary extension shall:

i. comply with the conditions set forth in the extension determination; and

ii. submit progress reports as required by the department outlining the progress it has made towards improving its performance.

b. If, upon consideration for initial renewal, a charter school placed on probationary extension has not resolved all of the issues related to its probation status, the state superintendent may recommend that the board deny the charter school's request for renewal.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10).

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1367 (July 2008), amended LR 37:2387 (August 2011), LR 38:751 (March 2012), repromulgated LR 38:1393 (June 2012), amended LR 38:3118 (December 2012), LR 39:1435 (June 2013), LR 39:3065 (November 2013), LR 40:1322 (July 2014), LR 41:1264 (July 2015).

Chapter 15. Charter Renewal**§1501. Renewal of Charter**

A. At the conclusion of a charter school's fifth year of operation and the expiration of its initial charter contract, a charter operator no longer has a continuing right to operate a charter school.

B. A charter school may apply for a renewal of its charter in compliance with processes and timelines established by its authorizer.

C. No charter shall be renewed unless the charter operator seeking renewal can demonstrate, at a minimum, using standardized test scores, improvement in the academic performance of students over the term of the charter school's existence.

D. A charter may be renewed for additional periods of not less than three nor more than ten years after thorough review by the approving chartering authority of the charter school's operations and compliance with charter requirements.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3981 and R.S. 17:3992.

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HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1367 (July 2008), amended LR 37:871 (March 2011), LR 37:2388 (August 2011), LR 38:751 (March 2012), repromulgated LR 38:1393 (June 2012), amended LR 38:3118 (December 2012).

§1502. BESE Processes for Charter Renewal

A. For BESE-authorized charters, the state superintendent shall make a recommendation to BESE as to whether a charter renewal application should be approved.

B. A BESE-authorized charter school may be renewed at the discretion of BESE if all requirements set forth in law and policy for the renewal of a charter have been met.

C. The process for renewing a school charter shall be based on a thorough review of the charter school's operations, student academic performance, and compliance with charter requirements.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3981 and R.S. 17:3992.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1367 (July 2008), amended LR 37:871 (March 2011), LR 38:3119 (December 2012).

§1503. Charter Renewal Process and Timeline

A. The renewal of charter schools based on a compelling record of success is a critical component of charter school accountability. In the final year of its charter, a BESE-authorized charter school seeking renewal must demonstrate its success during the previous charter term and establish goals and objectives for the next charter term. Ultimately, the renewal process offers an opportunity for the school community to reflect on its experiences during its first term, to make a compelling, evidence-based case that it has earned the privilege of an additional charter term, and, if renewed, to build an ambitious plan for the future.

B. Student Performance

1. Each charter school is required to make demonstrable improvements in student performance over the term of its charter contract.

a. BESE will rely on data from the state's assessment and accountability program as objective and verifiable measures of student achievement and school performance. Student performance is the primary indicator of school quality; therefore, BESE will heavily factor each charter school's student performance data in all renewal decisions.

2. Consistent with the philosophy of rewarding strong performance and providing incentives for schools to strive for continual improvement, the renewal terms for BESE-authorized charter schools will be linked to each school's letter grade (based on the school's performance on the state assessment in the year prior to the renewal application) in accordance with the table that follows.

Maximum Charter Renewal Terms	
Letter Grades	Maximum Renewal Term
F	3 years
D	3 Years
C	6 Years

Maximum Charter Renewal Terms	
Letter Grades	Maximum Renewal Term
B	7 Years
A	10 years

3. A charter school in its initial term where fewer than 50 percent of its enrolled grades are testable under state accountability will be eligible for a renewal term of three years.

4. For initial renewals during the 2015 and beyond renewal processes, a BESE-authorized charter school receiving a letter grade of "F" in the prior academic year will not be eligible for renewal, unless one of these conditions are met:

a. a charter school that by contract serves a unique student population where an alternate evaluation tool, including a BESE-approved alternative charter school extension and renewal framework, has been established between the charter operator and the board may be renewed for a term not to exceed five years;

b. a turnaround charter school that qualified to receive a letter grade of "T" per Bulletin 111, §1105, that has made an average of five or more points of growth per year of the charter contract (from the pre-assessment index to the last year of data).

5. For subsequent renewals during the 2015 and beyond renewal processes, a BESE-authorized charter school receiving a letter grade of "D" or "F" in the prior academic year will not be eligible for renewal, unless one of these conditions are met:

a. a charter school that by contract serves a unique student population where an alternate evaluation tool, including a BESE-approved alternative charter school extension and renewal framework, has been established between the charter operator and the board may be renewed for a term not to exceed five years;

b. a turnaround charter school that qualified to receive a letter grade of "T" per Bulletin 111, §1105, that has made an average of 5 or more points of assessment index growth per year of the charter contract.

6. If, in the state superintendent's judgment, the non-renewal of a charter school that does not meet the criteria for renewal in its initial or subsequent charter term would likely require many students to attend lower performing schools, and the state superintendent recommends its renewal, the charter may be renewed for a term not to exceed three years. Prior to recommending such renewal, the state superintendent must demonstrate that efforts to find a new, high-quality operator for the school were unsuccessful.

C. Financial Performance

1. Each charter operator is required to engage in financial practices, financial reporting, and financial audits to ensure the proper use of public funds and the successful fiscal operation of the charter school. The charter school shall be evaluated using the financial risk assessment and the

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financial indicators included in the charter school performance compact.

2. A charter contract will not be renewed if the charter has failed to demonstrate over the term of its charter, the fundamental ability to operate a fiscally sound charter school, as evidenced by repeated failure to adhere to the financial standards articulated by the financial risk assessment and/or the charter school performance compact.

3. BESE Standards for Financial Performance. BESE may reduce the renewal term by a year for any charter school that has been found to require monitoring or “dialogue” as part of their most recent fiscal risk assessment. No term shall be less than three years.

D. Organizational Performance

1. BESE will include a charter school’s compliance with its statutory, regulatory, and contractual obligations and all reporting requirements in its renewal decision. BESE’s evaluation shall be based on, but not limited to, the following organizational indicators as articulated in the charter school performance compact.

Indicator	Standard
Special Education and ELL Program	Pursuant to applicable law and regulation and contract provisions
Student Enrollment	Pursuant to applicable law and regulation and contract provisions
Student Discipline	Pursuant to applicable law and regulation and contract provisions
Health and Safety	Pursuant to applicable law and regulation and contract provisions
Governance	Pursuant to applicable law and regulation and contract provisions
Facilities	Pursuant to applicable law and regulation and contract provisions

2. BESE will consider a standard not met if a violation indicates a deliberate act of wrongdoing, reckless conduct, or causes a loss of confidence in the abilities or integrity of the school or seriously jeopardizes the rights of students, safety of students, or the continued operation of the school.

3. BESE will not renew a charter if it has failed to demonstrate over the term of its contract, the fundamental ability to adhere to the statutory, regulatory, contractual obligations, reporting requirements, and organizational performance standards articulated above and/or in the charter school performance compact.

E. Initial Renewal for BESE-Authorized Charter Schools

1. The department will establish a process by which each charter school shall be required to indicate whether it will be seeking initial renewal.

2. Not later than January of the charter school’s fifth year, the state superintendent of education will make a recommendation to BESE about the disposition of any school seeking renewal. The basis for the recommendation will be the charter school’s student, financial, and legal and contractual performance during years one through four of the charter contract.

3. Based on the school’s academic, financial, and contractual performance, the state superintendent of education may recommend one of three actions:

a. renewal for the maximum term identified in the maximum charter renewal terms table;

b. renewal for a shorter term (based on deficiencies in financial and/or legal/contract performance, although not to be less than three years); or

c. non-renewal.

4. The state superintendent of education may recommend a corrective action plan as a condition for renewal for any charter school that qualifies for renewal, but fails to fully meet any performance standards. The board may make the execution of the renewal charter contract contingent upon the completion of all or some of the actions required by the corrective action plan. The board may also direct the department to include all or some of the actions required by the corrective action plan to be incorporated into the charter contract so that failure to complete corrective actions may serve as grounds for revocation.

5. A recommendation for non-renewal may also include a recommendation that a new charter provider operate the school.

F. Subsequent Renewal for BESE-Authorized Charter Schools

1. The department will establish a process by which each charter school shall be required to indicate whether it will be seeking a subsequent renewal.

2. Not later than January of the charter school’s final contract year, the state superintendent of education will make a recommendation to BESE about the disposition of any school seeking renewal. The basis for the recommendation will be the charter school’s student, financial, legal and contractual performance during its current charter contract.

3. Based on the school’s academic, financial, and legal and contractual performance over the current charter contract term, the superintendent may recommend one of the following actions:

a. renewal for the maximum term identified in the maximum charter renewal terms table in Subsection B, above not to exceed a maximum term of 10 years;

b. renewal for a shorter term (based on deficiencies in financial and/or organizational performance); or

c. non-renewal.

4. A recommendation for non-renewal may also include a recommendation that a new charter provider operate the school.

G. Automatic Renewal of Charter Schools

1. A charter school which has met or exceeded for the three preceding school years the benchmarks established for it in accordance with the school and district accountability

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system, has demonstrated growth in student academic achievement for the three preceding school years, and has had no significant audit findings during the term of the charter agreement shall be deemed a high-performing school, and such school's charter shall be automatically renewed.

2. A charter school that meets the following conditions shall be automatically renewed and shall be exempted from the renewal process requirements listed in this Section, as appropriate:

- a. has received a letter grade of A or B;
- b. has demonstrated growth in student academic achievement as measured by an increasing school performance score over the three preceding school years;
- c. has received a "meets expectations" designation in its most recent evaluation in organizational performance according to the charter school performance compact;
- d. has received a "meets expectations" designation in its most recent evaluation in financial performance according to the charter school performance compact; and
- e. has no outstanding notices of concern or breach.

3. The automatic renewal term shall be in line with the terms specified in Paragraph B.2 of this Section.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3981, and R.S. 17:3992.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 36:479 (March 2010), amended LR 37:871 (March 2011), LR 37:2388 (August 2011), LR 38:752 (March 2012), repromulgated LR 38:1394 (June 2012), amended LR 38:3119 (December 2012), LR 39:1436 (June 2013), LR 39:3066 (November 2013), LR 40:1323 (July 2014), LR 41:1264 (July 2015).

Chapter 16. School Closure

§1601. School Closure Protocol

A. In the event a BESE-authorized charter school closes permanently for any reason, the school shall adhere to the school closure protocol developed by the Department of Education.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10) and RS 17:3981.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 39:3067 (November 2013).

Chapter 17. Revocation

§1701. Reasons for Revocation

A. An authorizer may revoke a school's charter any time prior to the expiration of a charter operator's five-year term following initial approval or prior to the expiration of its subsequent renewal, if such is granted pursuant to Chapter 15 of this bulletin, upon a determination that the charter school or its officers or employees did any of the following:

1. committed a material violation of any of the conditions, standards, or procedures provided for in the approved charter;
2. failed to meet or pursue within the agreed timelines any of the academic and other educational results specified in the approved charter;
3. failed to meet generally accepted accounting standards of fiscal management;
4. violated any provision of law or BESE policy applicable to a charter school, its officers, or employees.

B. BESE may also revoke a school's charter if:

1. the health, safety, and welfare of students is threatened;
2. any other reasons for revocation listed as such in a charter school's charter contract.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3981 and R.S. 17:3992.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1368 (July 2008), amended LR 37:872 (March 2011), LR 38:3120 (December 2012).

§1703. Revocation Proceedings

A. Recommendation to Revoke Charter for BESE-Authorized Charter Schools

1. A recommendation to revoke a charter shall be made to BESE by the state superintendent of education based on information provided by the Department of Education, at least one BESE meeting prior to the BESE meeting at which the recommendation may be considered, except as otherwise provided herein when the health, safety, and welfare of students is at issue.

2. Prior to the BESE meeting at which the state superintendent of education will make a recommendation that BESE commence a revocation proceeding, the Department of Education will inform the charter operator that it is requesting such and the reasons therefor and may meet with the charter operator, upon request, to discuss the revocation recommendation.

3. Following the state superintendent of education's recommendation to revoke a charter, BESE shall determine if it will commence a revocation proceeding.

4. BESE may, on its own, commence a charter revocation proceeding.

B. Revocation Hearing for BESE-Authorized Charter Schools

1. The charter operator shall have an opportunity for a hearing prior to the revocation of its charter.

2. All charter school revocation hearings shall be heard by the School Improvement and Turnaround Committee of BESE.

3. Following the Department of Education's recommendation to revoke a charter, BESE shall determine if it will commence a revocation proceeding.

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C. Hearing Officer for BESE-Authorized Charter Schools

1. BESE shall appoint a hearing officer to preside over the revocation hearing and carry out certain adjudicative functions including, but not limited to, the following:

a. set procedures and deadlines for the exchange of information, the filing of motions and requests for orders, and other discovery, as necessary;

b. rule on all pre-hearing motions and requests for declaratory orders;

c. direct parties to appear and confer for the simplification of issues, the setting of pre-hearing deadlines, or to otherwise address pre-hearing conferences, if deemed necessary by the hearing officer, to effectuate an orderly hearing;

d. issue subpoenas under the authority of BESE;

e. administer oaths and affirmations;

f. regulate the course of the hearing and the conduct of the parties and their counsel;

g. rule on offers of proof and receive relevant evidence;

h. rule on all objections to evidence presented, with the ability to exclude incompetent, irrelevant, immaterial, and unduly repetitious evidence;

i. consider and rule upon procedural requests or similar matters;

j. direct witnesses to testify, limit the number of times any witness may testify, limit repetition or cumulative testimony and set reasonable limits on the amount of time each witness may testify;

k. assist the chair of the committee hearing the revocation and/or president of BESE in preparing findings of fact and conclusions of law consistent with the determinations made by the committee of BESE and/or BESE.

2. It shall not be the function of the hearing officer to make a determination or decision with respect to the revocation of a charter.

D. Revocation Hearing Notice for BESE-Authorized Charter Schools

1. A charter operator shall be provided reasonable notice of the revocation hearing at least 15 calendar days prior to the scheduled revocation hearing.

a. Except as otherwise provided herein, the notice of the revocation hearing shall be provided to the charter operator and shall include:

i. a statement of the time, place, and nature of the hearing;

ii. a statement of the legal authority and jurisdiction under which the hearing is to be held;

iii. a reference to particular sections of statutes, rules, and/or the charter school contract involved; and

iv. a short and plain statement of the matters asserted.

2. If BESE is unable to provide the exact date and time of the hearing when the initial notice is provided to the charter operator, it may provide a range of dates when the hearing will be held and provide a supplemental notice of hearing with the exact date and time. Such supplemental notice with the exact date and time shall be provided to the charter operator no later than seven calendar days prior to the hearing date.

3. If BESE is unable to state the matters in detail at the time the notice is served, the initial notice may be limited to a statement of the issues involved. Thereafter, a more definite and detailed statement shall be furnished to the charter operator.

4. The hearing office shall send notice or conduct a scheduling conference to establish all pre-hearing deadlines.

5. All notices with respect to a revocation hearing shall be made by personal delivery; by registered or certified mail; or by U.S. regular mail, postage prepaid; and by facsimile, if available. Notice shall be determined to be provided on the day on which personal delivery or mailing occurs or the day on which facsimile is transmitted.

E. Issuance of Subpoenas for BESE-Authorized Charter Schools

1. The president of BESE or the hearing officer shall have power to sign and issue subpoenas in the name of BESE requiring attendance and giving of testimony by witnesses and the production of books, papers, and other documentary evidence.

2. No subpoena shall be issued until the party who wishes to subpoena the witness first deposits with BESE a sum of money sufficient to pay all fees and expenses to which a witness in a civil case is entitled pursuant to Title 13 of the Louisiana Revised Statutes.

3. A subpoena issued pursuant to this Section shall be served by any agent of BESE or the Department of Education; by the sheriff; by any other officer authorized by law to serve process in this state; by certified mail, return receipt requested; or by any person who is not a party and who is at least 18 years of age.

4. Witnesses subpoenaed to testify before BESE only to an opinion founded on special study or experience in any branch of science, or to make scientific or professional examinations and to state the results thereof, shall receive such additional compensation from the party who wishes to subpoena such witness.

F. Presentation and Evaluation of Evidence at Revocation Hearing for BESE-Authorized Charter Schools

1. At the charter revocation hearing, an opportunity shall be afforded all parties to respond and present evidence on all issues of fact involved and argument on all issues of

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law and policy involved and to conduct such cross-examination as may be required for a full and true disclosure of the facts.

2. BESE shall give probative effect to evidence which possesses probative value commonly accepted by reasonably prudent men in the conduct of their affairs and shall give effect to the rules of privilege recognized by law.

a. All evidence, including records and documents in the possession of the Department of Education or BESE of which the Department of Education desires to avail itself, shall be offered and made a part of the record, and all such documentary evidence may be received in the form of copies or excerpts, or by incorporation by reference. In case of incorporation by reference, the materials so incorporated shall be available for examination by the parties before being received in evidence.

b. Notice may be taken of judicially cognizable facts. In addition, notice may be taken of generally recognized technical or scientific facts within the Department of Education or BESE's specialized knowledge. Parties shall be notified either before or during the hearing, or by reference in preliminary reports or otherwise, of the material noticed, including any staff memoranda or data, and they shall be afforded an opportunity to contest the material so noticed. The Department of Education's experience, technical competence, and specialized knowledge may be utilized in the evaluation of the evidence.

G. Revocation Decision

1. A charter may be revoked upon an affirmative vote of six members of BESE or by an affirmative vote of at least a majority of the local board membership.

2. A decision to revoke by an affirmative vote of six members of BESE members shall be considered a final decision and shall be in writing or stated in the record.

3. The revocation decision shall include findings of fact and conclusions of law.

4. The charter operator shall be notified in writing of the revocation decision.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10) and R.S. 17:3981.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 34:1368 (July 2008), amended LR 37:872 (March 2011), LR 38:752 (March 2012), repromulgated LR 38:1394 (June 2012), amended LR 39:3067 (November 2013), LR 41:1265 (July 2015).

Chapter 18. Voluntary Relinquishment of a BESE-Authorized Charter

§1801. Voluntary Relinquishment of a BESE-Authorized Charter

A. If the operator or board of a BESE authorized charter school determines that it can no longer operate the charter

school, it shall relinquish the charter to BESE at least 90 days prior to the beginning of the next school year.

B. Failure to relinquish a charter at least 90 days prior to the beginning of the next school year may result in BESE declining to accept a charter application submitted by that operator to BESE for up to five years. If at any time during this period, members of such charter operator's board form a majority of board membership for a different charter operator, BESE may decline to accept a charter application submitted by such charter operator.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:3981 and R.S. 17:3992.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 37:873 (March 2011), amended LR 37:2389 (August 2011).

Chapter 19. Amendments to BESE-Authorized Charters

§1901. Charter Amendments

A. Any modification to the provisions of a school's charter shall constitute an amendment to the charter. An amendment may be material or non-material, as defined in this bulletin.

B. All charter amendment requests or notices, as applicable, must be submitted by the charter operator.

C. No charter amendment shall be the basis of extending the duration of the school's original charter.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3981, and R.S. 17:3992.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1369 (July 2008).

§1903. Material Amendments for BESE-Authorized Charter Schools

A. A material amendment to a charter is an amendment that makes substantive changes to a charter school's governance, operational, or academic structure. Material amendments include:

1. changes in legal status or management, including the structure of the governing board, a corporate partnership, or assignment of or changes in management organization;

2. changes in grade levels served;

3. changes in student enrollment which result in enrollment in excess of 120 percent of the total number of students set forth in the school's charter, applicable;

a. the superintendent of the recovery school district is authorized to amend the charter of any type 5 charter school participating in a unified enrollment system administered by the recovery school district for the purpose of adjusting student enrollment limitations;

4. changes in admission procedures or criteria, if applicable;

5. changes in any option expressed in the charter contract exhibit with respect to collective bargaining; and

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6. any changes to the charter contract not specifically identified as non-material amendments.

B. A material amendment to a charter must be approved by an affirmative vote of at least a majority of the membership of BESE.

C. The charter operator shall submit a request for a material amendment to its charter in compliance with all timelines and pursuant to all guidance, forms, and/or applications developed and set forth by the Department of Education.

D. The LDE shall make recommendations to BESE on each material amendment request it receives from a charter operator.

E. BESE shall delegate authority to the department to approve a material amendment regarding Paragraphs A.2 and A.3 of this Section for any charter school meeting the following conditions, as determined by the department:

1. no violations of legal or contractual standards, as defined in §1101.F.3; and

2. is not in “dialogue” with the department, as defined in §1101.E.5.c; and

3. one of the following student performance standards:

a. the school’s most recent performance label was a “C” or higher; or

b. not allowing the expansion into new grades or acceptance of greater numbers of students would result in students attending a lower performing school; or

c. the school has made ten points of SPS growth over the previous two years.

F. When time is of the essence and circumstances require immediate consideration of a material amendment request, a committee composed of the state superintendent, BESE president, and School Innovation and Turnaround Committee shall have interim authority to consider material amendment requests. All approvals or denials of material amendment requests pursuant to this Subsection shall be ratified by BESE at the following BESE meeting.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3981, and R.S. 17:3992.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1369 (July 2008), amended LR 37:873 (March 2011), LR 37:2389 (August 2011), LR 38:752 (March 2012), repromulgated LR 38:1394 (June 2012), amended LR 38:3120 (December 2012), LR 39:3067 (November 2013), LR 40:1324 (July 2014).

§1905. Non-Material Amendments for BESE-Authorized Charter Schools

A. A non-material amendment to a charter is an amendment that makes non-substantive changes to a school's charter. Non-material amendments may include:

1. changes to the mailing address, telephone, and/or facsimile number of the charter school;

2. changes to the designated contact person for the charter operator or changes to the contact person located at the charter school site; and

3. changes in any option expressed in the charter contract exhibits with respect to Teachers' Retirement System of Louisiana.

B. A non-material amendment will be effective following approval by the board of directors of the charter school.

C. The charter operator shall provide the Department of Education with written notification of a non-material amendment to its charter within five days of board approval in compliance with all requirements set forth by the Department of Education.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3981, and R.S. 17:3992.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1370 (July 2008), amended LR 37:873 (March 2011), LR 39:3068 (November 2013), amended LR 40:1324 (July 2014).

Chapter 21. Charter School Governance

§2101. Board of Director Composition

A. The members of the board of directors shall receive no compensation other than reimbursement of actual expenses incurred while fulfilling duties as a member of such a board.

B. A charter school shall be prohibited from employing, in any manner, any member of the governing or management board of such school.

C. Not more than 20 percent of the members of any governing or management board of a charter school shall be members of the same immediate family. Members of the same immediate family shall include a board member and any other board members to whom he is related as defined in R.S. 42:1102(13) and any other board members to whom any of them are so related.

D. Board of Director Composition for BESE-Authorized Charter Schools

1. The board of directors of each charter operator shall consist of no fewer than seven members. Each charter operator shall be in full compliance with the provisions of this Subsection no later than January 1, 2009.

2. The board of directors of each charter operator should consist of members with a diverse set of professional skills and practical work experience in the areas of education, public/non-profit and/or for-profit administration or operations, community development, finance, and law.

3. The board of directors of each charter operator should be representative of the community in which the charter school is located and no fewer than 60 percent of its members shall reside in the community in which the charter school is located. Community, for the purposes of this

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Paragraph, shall consist of the parish in which the school is located and immediate neighboring parishes and, for Type 2 charter schools, any parish that is included in the charter school's attendance zone. No fewer than 60 percent of the members of the board of directors of any charter operator that operates multiple schools in different communities shall reside in the communities in which the charter schools are located, with equal representation from each community to the greatest extent possible.

4. The board of directors of each charter operator shall consist of no more than one person from the same immediate family, as defined by the Louisiana *Code of Governmental Ethics*.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10) and R.S. 17:3981.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1370 (July 2008), amended LR 37:873 (March 2011), LR 37:1377 (May 2011).

§2103. Board Member Responsibilities

A. The board of directors of each charter operator shall be responsible for implementing the public charter school program proposed in its charter application, complying with and carrying out the provisions of the charter school contract and complying with all applicable federal and state laws and policies governing the charter school.

B. The board of directors of each charter operator shall operate in accordance with its duly adopted bylaws, which shall include a conflicts of interest policy that is consistent with applicable law including, but not limited to, the Louisiana Code of Governmental Ethics.

C. The board of directors of each charter operator shall comply with all requirements set forth by the Louisiana Nonprofit Corporations Law and Louisiana Secretary of State and shall remain in good standing during the term of its charter.

D. The board of directors of each charter operator shall comply with all laws applicable to public bodies including, but not limited to, the Louisiana Open Meetings Law, the Louisiana Public Records Law, and the Code of Governmental Ethics.

E. The board of directors of each charter operator is responsible for the sound fiscal management of the charter school.

F. The board of directors of each charter operator shall exercise final authority in matters affecting the charter school including, but not limited to, staffing, financial accountability, and curriculum.

G. Each member of the governing authority or management board of a charter school shall annually file a financial statement in accordance with R.S. 42:1124.3

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10) and R.S. 17:3981.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1370 (July 2008), amended LR 37:874 (March 2011).

§2107. Prohibitions

A. No member of BESE shall be a member of the board of directors of any Type 2, Type 4, or Type 5 charter school.

B. No member of any city, parish, or other local public school board shall be a member of the board of directors of any Type 5 charter school within the jurisdictional area of such city, parish, or other local public school board.

C. No member of the board of directors of any Type 5 charter school shall be an elected official as defined by the Louisiana Code of Governmental Ethics. No individual formerly classified as an elected official may serve on the board of directors of any Type 5 charter school for a period of one year following his or her termination from elected service.

D. The board of directors of each charter operator shall receive no compensation other than reimbursement of actual expenses incurred while fulfilling duties as a member of the board.

E. The board of directors of each charter operator shall be prohibited from employing, in any manner, any of its members.

F. A charter school shall not be supported by or affiliated with any religion or religious organization or institution; however, a charter school may receive from any such organization or institution support or student services including but not limited to mentoring, volunteering, fund-raising, or tutoring.

G. A charter school shall not result from the conversion of any private school or any home study program, as defined in R.S. 17:236.

H. A charter school shall not charge any student any tuition or an attendance fee of any kind.

I. A charter school shall not discriminate among potential employees, employees, or pupils in violation of any state or federal law.

J. A charter school shall not hire a person who has been convicted of or has pled nolo contendere to a crime listed in R.S. 15:587.1(C) as a teacher, substitute teacher, bus driver, substitute bus driver, janitor, or a school employee who might reasonably be expected to be placed in a position of supervisory or disciplinary authority over school children unless approved in writing by a district judge of the parish and the district attorney. This statement of approval shall be kept on file at all times by the school and shall be produced upon request to any law enforcement officer.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3981, and R.S. 17:3991.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1371 (July 2008), amended LR 37:874 (March 2011).

Chapter 23. Charter School Funding

§2301. State Funding

A. The per pupil amount provided to a type 1, 2, 3, 3B or 4 charter school shall be computed at least annually and shall be equal to no less than the per pupil amount received

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by the school district in which the charter school is located from the following, except as provided in Paragraph E of this Section.

B. Initial allocation of the per pupil amount each year shall be based on estimates provided by the Louisiana Department of Education using the most recent local revenue data and projected pupil counts available. Allocations may be adjusted during the year to reflect actual pupil counts.

C. For the purposes of funding, each type 1, type 3, and type 4 charter school shall be considered an approved public school of the local school board entering into the charter agreement and shall receive a per pupil amount each year from the local school board based on the October 1 membership count of the charter school and any other membership count authorized pursuant to the Minimum Foundation Program formula adopted each year.

D. Type 5 charter schools shall receive a per pupil amount each year pursuant to formulas developed by the RSD which may include differentiated funding for certain students, including students identified as being eligible for special education services, and based on the October 1 membership count of the charter school and any other membership count authorized pursuant to the Minimum Foundation Program formula adopted each year.

E. A school district with one or more Type 3B charter schools shall distribute Minimum Foundation Program formula funds to each type 1, 3, 3B, and 4 charter school using the weighted allocations provided for in the most recently adopted Minimum Foundation Program formula.

1. A parish that contains a municipality with a population of three hundred thousand or more persons according to the latest federal decennial census shall use the allocation method provided for in this Paragraph no earlier than the 2018-2019 fiscal year for all Type 1 and Type 3 charter schools authorized by the school board and in operation prior to the 2013-2014 school year.

2. For all other type 1, 3, and 4 charter schools in such a parish, the school board may request the use of a differentiated distribution methodology to be approved by the LDE.

F. Type 2 charter schools approved prior to July 1, 2008 shall receive a per pupil amount from the Louisiana Department of Education each year based on the October 1 membership count of the charter school and using state funds specifically provided for this purpose. In order to provide for adjustments in allocations made to type 2 charter schools as a result of changes in enrollment, BESE may provide annually for a February pupil membership count to reflect any changes in pupil enrollment that may occur after October 1 of each year. Type 2 charter schools authorized by the state Board of Elementary and Secondary Education after July 1, 2008, shall receive a per pupil amount each year as provided in the Minimum Foundation Program approved formula.

1. Any allocation adjustment made pursuant to this Paragraph shall not be retroactive and shall be applicable for the period from March 1 through the end of the school year. The provisions of this Paragraph relative to an allocation adjustment shall not be applicable to any type 2 charter school that has had an increase or decrease in student enrollment of 5 percent or less in any school year for which the February membership count occurs.

G. A charter authority may annually charge each charter school it authorizes a fee in an amount equal to two percent of the per pupil allocation that is received by a charter school for administrative overhead costs incurred by the chartering authority for considering the charter application and any amendment thereto, providing monitoring and oversight of the school, collecting and analyzing data of the school, and for reporting on school performance. Such fee amount shall be withheld from the per pupil amount in monthly increments and shall not be applicable to any federal money or grants received by the school. Administrative overhead costs shall not include any cost incurred by the charter authority to provide purchased services to the charter school.

1. At least 30 days prior to the beginning of each fiscal year, each charter school shall be provided by its chartering authority with a projected budget detailing anticipated administrative overhead costs and planned uses for fees charged for such costs.

2. By no later than 90 days following the end of each fiscal year, each charter school shall be provided by its chartering authority or the Recovery School District, if applicable, an itemized accounting of the actual cost of each purchased service provided to the charter school.

3. The state Department of Education may withhold and retain from state funds otherwise allocated to a local public school system through the Minimum Foundation Program an amount equal to one quarter of one percent of the fee amount charged to a type 3B charter school for administrative costs incurred by the department for providing financial oversight and monitoring of a Type 3B charter school acting as its own LEA.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3981, and R.S. 17:3995.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1371 (July 2008), amended LR 37:874 (March 2011), LR 39:3250 (December 2013), LR 40:1324 (July 2014).

§2303. Federal Funding

A. Any type 1B, 2, or type 5 charter school shall be considered the local education agency for funding purposes and statutory definitions and, as a local education agency, shall receive allocations for all available funding.

B. A type 3B charter school shall have the option to remain its own local education agency or have the local school board serve as the charter school's local education agency, pursuant to §519 of this bulletin.

C. For each pupil enrolled in a charter school who is entitled to special education services, any state special

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education funding beyond that provided in the Minimum Foundation Program and any federal funds for special education for that pupil that would have been allocated for that pupil shall be allocated to the charter school which the pupil attends.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3981, and R.S. 17:3995.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1372 (July 2008), amended LR 39:3251 (December 2013), LR 40:1324 (July 2014).

§2305. Other Funding

A. Any approved charter school shall be eligible for any other federal, restricted state, and unrestricted state funding for which the school or its pupils qualify.

B. Each charter school shall receive, at a minimum, its per pupil share for any state or federal grant program such as any funding provided for technology, teacher supplies, kindergarten through third grade reading and mathematics, summer school, and other remediation funding. In addition, each charter school shall receive any other state or federal grant program funding, where such funding is distributed on a per pupil basis and a charter school is eligible to receive the funding under the terms of the grant. The charter operator shall comply with the terms of the grant.

C. A charter school may apply for and receive funding directly from the state or federal government.

D. Any approved charter school may solicit, accept, and administer donations or any other financial assistance in the form of money, grants, property, loans, or personal services for educational purposes from any public or private person, corporation, or agency and must comply with rules and regulations governing grants from the federal government or from any other person or agency, which are not in contravention of the federal or state constitution or any other federal or state law.

E. Every pupil enrolled in a charter school shall be counted in the charter school's total pupil count for purposes of funding, including each pupil who is pursuing a high school diploma or participating in a pre-general education development skills program, as defined by BESE policy.

F. No child enrolled in a pre-kindergarten program offered by a charter school shall be counted for purposes of funding pursuant to §2301, unless such funding is specifically provided for such purpose. However, such school shall be eligible for any other funding that may become available for children enrolled in pre-kindergarten programs.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3981, and R.S. 17:3995.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1372 (July 2008).

Chapter 25. Charter School Fiscal Responsibilities

§2501. Qualified and Competent Business Professional

A. Each type 2 and type 5 charter operator shall hire or procure the services of one or more qualified and competent business professionals who shall produce all financial and accounting information and reporting required by its charter contract, state law, and BESE policy, except as otherwise provided herein.

B. A qualified and competent business professional shall meet one of the qualifications as listed in Bulletin 1929, §1301.

C. Any applicant for a qualified and competent business professional position shall have not less than three years of work experience in a field relevant to the duties and responsibilities of a lead school business administrator. Relevant areas shall include accounting, finance, or other areas of fiscal management.

D. Continuing Education. All qualified and competent business professionals must acquire certified louisiana school business administrator (CLSBA) certification by the Louisiana Association of School Business Officials (LASBO) within seven years of the date of hire as a qualified and competent business professional and maintain certification while employed as a qualified and competent business professional. A Louisiana CPA license may be substituted for the CLSBA certification. The CPA license must remain in active status while employed as a qualified and competent business professional.

E. A qualified and competent business professional employed prior to the effective date of this bulletin shall be exempt from meeting the minimum degree and work experience requirements. The qualified and competent business professional shall be allowed seven years from the date of final adoption into law to complete the CLSBA certification or become a licensed CPA in the state of Louisiana.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10) and R.S. 17:3981.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1372 (July 2008), amended LR 38:3120 (December 2012), LR 39:1437 (June 2013), LR 39:3068 (November 2013).

§2503. Budgeting

A. All charter operators shall comply with the provisions of the Louisiana Local Government Budget Act, R.S. 39:1301 through 1315.

B. Charter operators shall budget on a fiscal year basis, July 1-June 30.

C. Type 4 charter operators shall annually submit a budget to the Superintendent of Education in accordance with the provisions of R.S. 17:88. Each type 2 charter school, type 5 charter school, and each type 3B charter school acting as its own LEA shall annually submit its

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budget directly to the superintendent of education in accordance with deadlines established by the department.

D. Each charter operator shall submit its budget and all related documents on forms required by the department and shall comply with *Bulletin 1929—Louisiana Accounting and Uniform Governmental Handbook*.

1. The revenues/receipts and expenditures/disbursements in the charter operator's budget shall be listed and classified in such manner and substance as prescribed by the department, and shall detail as nearly as possible the items of expected revenue/receipts and expenditures/disbursements, the total of which shall not exceed the expected means of financing composed of the beginning fund balance, cash balances, and revenues/receipts.

2. If, during the course of the fiscal year, it becomes evident that receipts or disbursements will vary substantially from those budgeted, the charter operator shall prepare and adopt, in like form, manner, and substance, an amended budget as prescribed by the department.

E. The charter operator shall maintain records in a manner to reflect compliance with generally accepted accounting principles.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3981, and R.S. 17:3995.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1372 (July 2008), amended LR 39:3252 (December 2013).

§2505. Financial Reporting

A. Each charter operator shall submit quarterly reports to the department listing year-to-date revenues and expenditures through that quarter and budgeted revenues and expenditures for the fiscal year, using forms provided by the department and on dates specified by the department as set forth below.

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

B. Each charter school will submit an annual financial report (AFR) to the department no later than September 30 of each year. The AFR shall follow the format and contain information prescribed by the department.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3981, and R.S. 17:3995.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1373 (July 2008), amended LR 37:875 (March 2011).

§2507. Annual Independent Audit

A. Each charter operator shall have an annual independent audit to be conducted by a certified public accountant in accordance with R.S. 24:513 et seq., and 17:3996(F), the cost of which shall be borne by the charter operator.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3981, and R.S. 17:3995.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1373 (July 2008).

§2509. Assets

A. Any assets acquired by a type 2, type 3B, or type 5 charter operator are the property of the charter school for the duration of the charter school's charter. Any assets acquired by a type 4 charter school are the property of the local school board.

B. For a type 5 charter school transferring to the local school board as a type 3B charter school, all property of the type 5 charter school shall remain property of the charter operator upon transfer to the local school board. Property belonging to the RSD used by the type 5 charter operator may be transferred to the ownership of the charter operator or the local school board, in accordance with state and federal law, BESE policy, auditing rules, and grant guidelines.

C. Charter operators shall maintain an inventory of all assets, including records of any assets acquired with any private funds. Inventories of assets must be maintained consistent with the requirements set forth in *Bulletin 1929—Louisiana Accounting and Uniform Governmental Handbook*.

D. If a charter operator's charter is revoked or the school otherwise ceases to operate, all assets purchased with any public funds shall become the property of BESE, or the local school board, in the case of type 3B charter schools. All assets purchased with private funds shall remain the property of the charter operator, if the inventory or records of the charter operator demonstrate that the assets were purchased with private funds.

E. If a charter operator fails to open a charter school and serve pupils or if the school closes for any reason, the charter school shall refund all cash on hand which can be attributed to state or local funding to the state or to BESE, or the local school board, in the case of type 3B charter schools.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3981, R.S. 17:3991, and R.S. 17:3995.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1373 (July 2008), amended LR 39:3252 (December 2013).

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Chapter 27. Charter School Recruitment and Enrollment

§2701. Students Eligible to Attend

A. Type 2 Charter Schools. Students meeting residency requirements established in a Type 2 charter school's charter are eligible to attend a Type 2 charter school. A Type 2 charter school may establish residency requirements for students living within the state or may establish residency requirements restricted to a particular parish or parishes.

B. Type 4 Charter Schools. Only students who would be eligible to attend a traditional public school operated by the local school board holding the Type 4 charter or students from the same areas as those permitted to attend the preexisting school, if a conversion charter, are eligible to attend a Type 4 charter school, unless an agreement with another city, parish, or other local school board is reached to allow students to attend the charter school.

C. Type 5 Charter School Transferred Pursuant to R.S. 17:10.5. Students eligible to attend a Type 5 charter school transferred to the jurisdiction of the Recovery School District pursuant to R.S. 17:10.5 include those students who would have been eligible to enroll in or attend the pre-existing school under the jurisdiction of the city, parish, or other local public school board or other public school entity prior to its transfer to the recovery school district. In addition, if capacity exists, any students who are eligible to participate in a school choice program established by the prior system shall be permitted to enroll in such Type 5 charter schools which have capacity for another student in the appropriate grade.

D. Type 5 Charter School Transferred Pursuant to R.S. 17:10.7. Students eligible to attend a Type 5 charter school transferred to the jurisdiction of the recovery school district include any student eligible to attend any school in the system from which the school was transferred. Students eligible to attend such Type 5 charter schools may be required to reside in a designated attendance zone, as set forth in a charter school's approved charter.

E. Beginning with the 2011-2012 school year, each elementary and middle charter school, other than a Type 2 charter school, may request from and be granted by its chartering authority the authority to give preference in its enrollment procedures to students residing within the neighborhood immediately surrounding the school. The geographic boundaries of the neighborhood immediately surrounding such school shall be determined by the school's chartering authority. The recovery school district may grant or assign preference in its unified enrollment process, described in §2709 of this Bulletin, to students residing within geographic boundaries immediately surrounding each school, as determined by the recovery school district. Type 5 charter schools shall not reserve more than 50 percent of spots in each grade level served for such enrollment preference.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3973, R.S. 17:3981, R.S. 17:10.5, R.S. 17:10.7, and R.S. 17:1990.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1373 (July 2008), amended LR 37:875 (March 2011), LR 37:2390 (August 2011), LR 38:752 (March 2012), repromulgated LR 38:1394 (June 2012).

§2703. Enrollment Capacity

A. A charter school shall not enroll more than 120 percent of the total number of students that it is authorized to enroll pursuant to its approved charter.

B. In determining the enrollment permitted in each school year, a charter school shall determine the enrollment authorized in its approved charter with respect to the individual school year. Charter schools are not authorized to a cumulative 20 percent increase in each year of its approved charter.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3981, and R.S. 17:3995.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1374 (July 2008).

§2705. Admission Requirements

A. A charter school may have admission requirements that are consistent with the school's role, scope, and mission.

B. Admission requirements imposed by a school must be set forth in the charter school's approved charter and shall be specific and shall include a system for admission decisions which precludes exclusion of pupils based on race, religion, gender, ethnicity, national origin, intelligence level as ascertained by an intelligence quotient examination, or identification as a child with an exceptionality as defined in R.S. 17:1942(B). Such admission requirements may include, however, specific requirements related to a school's mission such as auditions for schools with a performing arts mission or proficiency in a foreign language for schools with a language immersion mission. Any charter school which began operation prior to July 1, 2012, and which incorporated achievement of a certain academic record as part of its admissions requirements may continue to utilize such admission requirements. No charter school beginning operation on or after July 1, 2012 may incorporate the achievement of a certain academic record as part of its admission requirements.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3981, and R.S. 17:3991.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1374 (July 2008), amended LR 37:875 (March 2011), LR 38:3120 (December 2012).

§2707. Application Period

A. Prior to each school year, a charter school shall establish a designated student application period.

B. A student application period shall not be less than one month nor more than three months.

C. Type 5 charter schools shall comply with any unified application period set by the recovery school district, as approved by BESE.

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D. An application shall be considered timely if it is submitted during the charter school's designated application period.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3981, and R.S. 17:3991.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1374 (July 2008), amended LR 38:752 (March 2012), repromulgated LR 38:1394 (June 2012).

§2709. Enrollment of Students, Lottery, and Waitlist

A. Each student submitting a timely application and meeting all residency requirements and admission requirements, as applicable, shall be considered eligible to enroll in a charter school.

B. A charter school shall enroll all eligible students unless the total number of eligible applicants exceeds the capacity of a program, class, grade level, or school.

C. A charter school shall admit no pupil during the school's designated application period, but shall wait until the period has ended.

D. At the conclusion of a charter school's designated application period, it shall determine if fewer eligible applicants have applied than the maximum number of students that the school can admit.

1. If fewer eligible applicants have applied than the maximum number of students that the school can admit to a program, a grade level, or the school, all eligible students shall be admitted.

2. If the total number of eligible students exceed the capacity of a program, a grade level, or the school, applicants shall be admitted based on an admissions lottery from among the total number of eligible applicants.

a. A charter school shall use a lottery for the selection of students in order to reach its maximum capacity and to determine the order in which students will be placed on a waitlist.

E. Following the admission of applicants after a determination that the number of applicants did not exceed the capacity of a program, a class, or the school, the charter school may continue to accept applications and admit eligible students in the order in which applications are received until maximum capacity is reached.

F. A charter school's lottery and continued admission of applicants, following a determination that a lottery is not required at the conclusion of the student application period, shall be performed in such a fashion that assures compliance with all at-risk student population requirements. Nothing herein shall preclude the implementation of a weighted lottery to ensure all at-risk student population requirements are met.

G. Any charter school not participating in the recovery school district's unified enrollment system in Paragraph J of this Section shall maintain a waitlist of applicants not admitted to the charter school as a result of capacity being reached in a program, a grade, or the school.

1. Applicants shall be placed on the waitlist in the order in which they were selected in the charter school's lottery or in the order in which they applied if the application was submitted following the school's application period.

2. If an opening occurs at a charter school, selection from the waitlist shall begin with the first applicant on the waitlist.

H. A charter school shall maintain its waitlist throughout each school year. Any student admitted to the school must be an applicant on the waitlist, if a waitlist exists for the respective program, grade or school.

I. The charter school shall repeat the student admission process described in this Section each year.

J. Type 5 charter schools transferred to the RSD pursuant to R.S. 17:10.5 and R.S. 17:10.7 and type 3B charter schools shall comply with any unified enrollment system established by the RSD for the parish or region where the charter school is located. The RSD may create any policies and procedures to implement a unified enrollment system not prohibited by this Chapter, and may conduct one or more central lotteries to enroll students at participating schools, and enroll students applying or requesting transfers after the application period has ended.

1. Upon request of a charter operator, the department shall allow an enrollment preference for students matriculating into eighth grade or below between two BESE-authorized charter schools operated by the same charter operator.

2. In addition, the Department of Education shall manage a pilot program wherein the department shall allow an enrollment preference for those students matriculating or transferring into ninth grade or above between eligible BESE-authorized charter schools for a limited percentage of the seats in the charter school, to be determined by the department. The department shall develop an application process for participation in the pilot program which shall evaluate factors including the applying charter schools' past demonstration of success in preparing at-risk and low-performing students for college and/or career, and the submission of an innovative proposal to utilize the enrollment preference to further this success. The department shall collect relevant data on the pilot program in order to prepare a report to be presented by the state superintendent to BESE no later than January, at which time BESE shall consider the continuation of the pilot program based on the results of the report. The report shall include data and information including, but not limited to:

a. the demographic and academic backgrounds of students utilizing the preference;

b. the number and percentage of students who matriculated or transferred into participating schools;

c. the number and percentage of students who were admitted to the school utilizing the enrollment preference; and

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d. the number and percentage of students attempting to enroll or transfer in the charter school who were ineligible to utilize the enrollment preference.

K. Beginning with the enrollment process to place students for the 2014-2015 school year, all BESE-authorized charter schools (type 2, type 4, and type 5 charter schools) and type 1b charter schools physically located in Orleans Parish shall participate in the unified enrollment system and expulsion process established by the recovery school district for Orleans Parish, with the exception of virtual charter schools. The department of education shall have discretion to determine on an individual basis whether to require virtual charter schools physically located in Orleans Parish to participate in the unified enrollment system and expulsion process. BESE-authorized charter schools and type 1B charter schools participating in the unified enrollment system and expulsion process may retain admission requirements, geographic preferences, sibling preferences, and disciplinary regulations unrelated to expulsions, if authorized by law or BESE policy. BESE shall retain authority over the approval of amendments to charter contracts for such type 2 and type 4 charter schools for adjustments to grade levels served and enrollment projections. Schools participating in the unified enrollment and expulsion process shall not be permitted to maintain student waitlists.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3981, and R.S. 17:3991.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1374 (July 2008), amended LR 38:753 (March 2012), repromulgated LR 38:1395 (June 2012), amended LR 38:3120 (December 2012), LR 39:1021 (April 2013), LR 39:1437 (June 2013), LR 39:3252 (December 2013), LR 41:1265 (July 2015).

§2711. Lottery Exemptions

A. Students seeking enrollment to a charter school that was created through the conversion of a pre-existing school shall be exempt from a lottery and shall be automatically admitted following the charter school's application period.

B. Students previously enrolled in the charter school and their siblings shall be exempt from a lottery, and shall maintain enrollment or be automatically admitted following the charter school's application period. Students attending a pre-kindergarten or early childhood program operated by a charter school may be considered to have been previously enrolled at the charter school for the purpose of lottery exemptions. Requests by charter schools to apply this lottery exemption for students who attend a publicly-funded program at no cost to the student shall be automatically approved by the LDE for BESE-authorized charter schools, or the charter school's authorizer for other types of charter schools. For a charter school that requests to apply this lottery exemption for students who were admitted to a pre-kindergarten or early childhood program that utilizes admission requirements and/or charges tuition for some or all of its students, the use of the lottery exemption shall be subject to the approval of the LDE for BESE-authorized charter schools, or the charter school's authorizer for other

types of charter schools. In such a case, the LDE or the charter school's authorizer, as applicable, shall require the charter school to set enrollment targets that ensure the charter school provides equity of access for at-risk applicants to its kindergarten classes.

C. Students seeking enrollment to a Type 5 charter school that is assigned a facility formerly occupied by a pre-existing public school may be exempt from a lottery and may be automatically admitted following the charter school's application period, if authorized in the charter operator's charter.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3981, and R.S. 17:3991.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 34:1375 (July 2008), amended LR 37:875 (March 2011), LR 39:1022 (April 2013).

§2713. At-Risk Students

A. Except as otherwise provided by charter school law, type 1 and type 2 charter schools created as new schools shall maintain an at-risk student population percentage, based on the October 1 pupil membership count, that is equal to the percentage of students eligible for the federal free or reduced lunch program in the district in which the charter school is located or the average of districts from which students served by the charter school reside.

1. The charter school's at-risk population shall consist of 85 percent of students who are eligible for the federal free and reduced lunch program and thus defined as at-risk pursuant to §103 of this bulletin.

2. The remaining 15 percent of a charter school's at-risk population may consist of at students defined as at-risk in §103 of this bulletin.

B. A charter school's required at-risk percentage, based on the percentages of a city or parish school system, shall remain fixed during the term of its approved charter at the percentage which existed during the school year that the charter proposal was approved, unless otherwise specified in the charter that the charter school will reflect the current year's at-risk percentage.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10) R.S. 17:3973, R.S. 17:3981, and R.S. 17:3991.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1375 (July 2008), amended LR 37:875 (March 2011). LR 40:1325 (July 2014).

Chapter 28. Transportation

§2801. Transportation Requirements

A. Each operator of a BESE authorized charter school shall offer free daily transportation to and from school to any student meeting both of the following conditions:

1. the student resides more than one mile from the school where the student is enrolled;
2. the student resides within the parish or local school district in which the school is physically located.

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B. Charter operators shall submit school transportation plans to the LDE to ensure compliance with applicable laws and policies. The state superintendent shall set forth the process for transportation plan submission.

C. Charter operators having BESE authorized charter schools in operation during the 2015-2016 school year shall offer transportation to all eligible students no later than the beginning of the 2018-2019 school year. Charter operators having BESE authorized charter schools that begin operation in the 2016-2017 school year shall offer transportation upon opening.

D. The LDE shall develop a waiver process to exempt from this requirement any type 2 charter schools having a unique mission to serve students with exceptionalities, virtual schools, or other schools upon which this requirement would create a substantial financial burden. Such process shall be set forth the state superintendent, who shall update the board on any waivers granted.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:158, and R.S. 17:3981.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 41:1266 (July 2015).

Chapter 29. Charter School Staff

§2901. Employment of Staff

A. Each charter operator may employ faculty and staff members as it deems necessary. Each member of the instructional staff of each charter school shall have at least a baccalaureate degree. For the purposes of this section, "instructional staff" refers to any individual teaching a course in a charter school for which he or she would otherwise be required to be certified under Bulletin 746, except for those individuals who would otherwise be eligible for ancillary certification as defined in Bulletin 746.

B. All potential charter school employees shall be notified of the specific benefits they will be offered, as specified in the charter operator's charter.

C. The charter operator shall have exclusive authority over all employment decisions at the charter school, unless delegated to a for-profit management organization, as authorized in law and which must be specifically provided for in a service provider agreement.

D. The provisions of any collective bargaining agreement entered into by the local school board in whose jurisdiction the charter school is located shall apply to a Type 2 or Type 4 charter operator unless its approved charter provides otherwise. A charter operator may select to not be subject to such a collective bargaining agreement in its charter.

E. A Type 5 charter operator may bargain and enter into a collectively bargained contract on behalf of all or any group of its employees.

F. The employees in Type 4 charter schools are in all respects employees of the local school board entering into the charter.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10) R.S. 17:3973, R.S. 17:3981, and R.S. 17:3997.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1375 (July 2008), amended LR 38:3120 (December 2012).

§2905. Criminal History Review

A. Each charter operator shall request in writing that the Louisiana Bureau of Criminal Identification (LBCI) and Information supply information to ascertain whether an applicant for employment as a teacher, substitute teacher, bus driver, substitute bus driver, janitor, or any other school employee who might reasonably be expected to be placed in a position of supervisory or disciplinary authority over school children, has been convicted of, or pled *nolo contendere* to, any one or more of the crimes enumerated in R.S. 15:5871.1.

1. The request must be on a form prepared by the bureau and signed by a responsible officer or official of the charter operator making the request.

2. The form must include a statement signed by the person about whom the request is made which gives his or her permission for such information to be released and must include the person's fingerprints in a form acceptable to the LBCI.

3. A person who has submitted his or her fingerprints to the LBCI may be temporarily hired pending the report from the LBCI as to any convictions of, or pleas of *nolo contendere* to, by the person to a crime listed in R.S. 15:5871.

B. No person who has been convicted of or has pled *nolo contendere* to a crime listed in R.S. 15:587.1 shall be hired by a public elementary or secondary school as a teacher, substitute teacher, bus driver, substitute bus driver, janitor, or as any school employee who might reasonably be expected to be placed in a position of supervisory or disciplinary authority over school children unless approved in writing by a district judge of the parish and the parish district attorney.

1. This statement of approval shall be kept on file at all times by the school and shall be produced upon request to any law enforcement officer.

C. The charter operator shall dismiss any teacher or any other school employee having supervisory or disciplinary authority over school children, if such teacher or other employee is convicted of, or pled *nolo contendere* to, any crime listed in R.S. 15:587.1(c) except R.S. 14:74.

D. A charter operator may reemploy a teacher or other school employee who has been convicted of, or pled *nolo contendere* to, a crime listed in R.S. 15:587.1(c), except R.S. 14:74, only upon written approval of the district judge and the district attorney of the parish or upon written documentation from the court in which the conviction occurred stating that the conviction has been reversed, set aside, or vacated.

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1. Any such statement of approval of the judge and the district attorney and any such written documentation from the court shall be kept on file at all times by the school and shall be produced upon request to any law enforcement officer.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3981, and R.S. 17:3991.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1375 (July 2008), amended LR 37:875 (March 2011), LR 39:3068 (November 2013).

§2909. Employee Benefits

A. All potential charter school employees shall be notified of the specific benefits they will be offered, as specified in the charter operator's charter.

B. Charter school employees shall be eligible for participation in any or all benefits which would otherwise accrue to employees in any other elementary or secondary school including, but not limited to, the school employees' and teachers' retirement systems, subject to the school's approved charter, which must provide for such participation.

C. With regard to participation in the public retirement systems:

1. the compensation that the teacher or school employee would have received if employed by the local public school system shall be used to determine employee and employer contribution levels of the respective retirement systems;

2. any compensation paid to a teacher or school employee which exceeds the salary that would have been received if employed by the local school system shall not be deemed as compensation solely for the purpose of the calculation of future retirement benefits.

D. As employees of the local school board holding the charter, the employees in Type 4 charter schools shall be entitled to the benefits, and be subject to conditions of employment, as prescribed by the local school board within the charter.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3981, and R.S. 17:3997.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1376 (July 2008), amended LR 40:1325 (July 2014).

§2911. Evaluation and Assessment

A. Each charter operator shall annually evaluate every teacher and administrator employed at its charter schools using the value-added assessment model and measures of student growth as determined by the State Board of Elementary and Secondary Education pursuant to R.S. 17:3902(B)(5) and comply with all other such requirements specified in R.S. 17:3997.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3981, and R.S. 17:3997.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1377 (July 2008), amended LR 39:3068 (November 2013).

Chapter 31. Notification Requirements for BESE-Authorized Charter Schools

§3101. Required Notifications

A. The charter operator shall notify the Department of Education in a timely manner of any conditions that may cause it to vary from the terms of its charter, state law, or BESE policy.

B. The charter operator shall notify the Department of Education of any circumstance requiring the closure of the charter school including, but not limited to:

1. a natural disaster, such as a hurricane, tornado, storm, flood or other weather related event;
2. other extraordinary emergency; or
3. destruction of or damage to the school facility.

C. The charter operator shall notify the Department of Education of the arrest of any members of the charter school's board of directors, employees, contractors, subcontractors, or any person directly or indirectly employed by the charter operator for a crime listed in R.S. 15:587.1(C) or any crime related to the misappropriation of funds or theft.

D. The charter operator shall notify the Department of Education of a default on any obligation, which shall include debts for which payments are past due by 60 days or more.

E. The charter operator shall notify the Department of Education of any change in its standing with the office of the Louisiana Secretary of State.

F. The charter operator shall notify the Department of Education no later than the end of the calendar month if its enrollment decreases by 10 percent or more compared to the most recent pupil count submitted to the Department of Education and/or BESE.

G. If the charter operator has contracted with a management organization and such contract is terminated or not renewed, it shall provide written notification to the Department of Education within two business days stating the reasons for the termination of the relationship.

H. For a type 5 charter school, the charter operator shall submit a formal plan for the continued operation of the school to the state superintendent of education within 10 days of written notification of the contract's termination. If no plan is received or the plan received is deemed inadequate by the state superintendent of education, the recovery school district shall have interim authority to operate the school until the charter operator resubmits a plan deemed acceptable by the superintendent.

I. Failure of the board to notify the Department of Education about loss of the management organization within two business days may result in BESE rendering the charter operator or a majority of its board members ineligible to operate a charter school for up to five years.

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J. The charter operator shall notify the Department of Education should the president of the charter school's governing board change. Such notification shall be made within two business days of the official board action taken on this matter.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10) and R.S. 17:3981.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1377 (July 2008), amended LR 37:876 (March 2011), LR 39:3068 (November 2013).

Chapter 33. Complaint Procedures

§3301. Charter Operator Complaint Procedure

A. Each charter operator shall maintain a complaint procedure through which parents, guardians, or other individuals or groups can appeal to the nonprofit corporation board of directors to address any issues or problems such individuals seek redress to.

B. Charter operator complaint procedures should, at a minimum, address any forms that must be completed by a complainant, the progression of a complaint, and the timeframes for consideration and action.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10) and R.S. 17:3981.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1377 (July 2008).

Chapter 35. Volunteer Requirements

§3501. Volunteer Programs

A. Any charter school volunteer program that requires parents to commit a certain number of volunteer hours shall be subject to a waiver process.

B. A charter operator shall not condition the enrollment of any student on the commitment of the student's parents to provide any number of volunteer hours, to donate volunteer hours to the charter school, or to pay a fee in lieu of volunteer hours.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10) and R.S. 17:3981.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 34:1377 (July 2008).

Chapter 37. Virtual Charter Schools

§3701. Application of this Bulletin

A. All rules, requirements, and regulations established in this *Bulletin 126—Charter Schools* shall apply to the authorization and operation of any virtual charter school, except as specifically set forth in *Bulletin 741—Louisiana Handbook for School Administrators*, Section 907, Secondary—Class Times and Carnegie Credit.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10).

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 38:39 (January 2012).

§3703. Curriculum in Virtual Charter School

A. The virtual charter school shall ensure that all course content is being used under an appropriate and valid license and shall defend, indemnify and hold harmless BESE, LDE and the students and parents for any claims of non-compliance.

B. The virtual charter school shall make courses available to all students by complying with web accessibility guidelines and standards (W3C, section 508, and Louisiana and institutional guidelines) to the maximum extent reasonably possible.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10).

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 38:39 (January 2012).

§3705. Technical Requirements for Virtual Charter Schools

A. The following technical specifications are required for all virtual charter schools:

1. enrolled students will have access to appropriate technical access;

2. provide each student enrolled in the program with all the necessary instructional materials;

3. provide each full-time student enrolled in the program who qualifies for free or reduced-price school lunches under the National School Lunch Act, is considered at-risk for the purpose of calculating funding through the Minimum Foundation Program, or does not have a computer or internet access in his or her home with:
 - a. all equipment necessary for participants in the virtual instruction program, including, but not limited to, a computer, computer monitor, and printer, if a printer is necessary to participate in the program; and
 - b. access to or reimbursement for all Internet services necessary for online delivery of instruction;

4. the virtual charter school will have the appropriate license to allow student/teacher usage of the proprietary technology through a license agreement with the owner of the technology;

5. timely and appropriate technical support, as described in the charter operator's application;

6. course technical requirements will be provided prior to enrollment;

7. the appropriate technical infrastructure to support their course offerings for effective course delivery.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10).

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 38:39 (January 2012).

§3707. Virtual Charter School Funding

A. For purposes of funding, each Type 2 virtual charter school shall be funded in accordance with the provisions of

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§2301 of this bulletin, except that the local portion of the per pupil amount received pursuant to the Minimum Foundation Program formula adopted each year shall be reduced by 10 percent, with such amount being distributed to the city, parish, or other local school system within which the Type 2 virtual charter school is located.

B. Any Type 1, 3, 4 or 5 virtual charter school shall be funded in accordance with the provisions of §2301 of this bulletin with no exceptions.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10).

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 38:39 (January 2012).

Chapter 39. Corporate Partnerships

§3901. Corporate Partnerships and Enrollment

A. Notwithstanding geographic or other requirements for enrollment contained in this bulletin, a charter agreement may provide, initially or by amendment, for the enrollment of and an enrollment preference for dependent children of permanent employees of a corporate partner.

B. Up to 50 percent of the school's maximum enrollment may be reserved for the enrollment of such children.

C. The charter agreement shall specify both the school's maximum enrollment and the maximum proportion set aside for implementation of this enrollment preference.

D. An enrollment preference established as part of the corporate partnership defined in this Chapter shall not be implemented in a way that displaces children enrolled at the school at the time the charter agreement or amendment providing for the preference is authorized.

E. Enrollment at the school shall otherwise be as provided by this Chapter except that the requirement of R.S. 17:3991(B)(1)(a)(i) shall apply to and be based upon only students who are not dependent children of permanent employees of a corporate partner.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3981, and R.S. 17:3991.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 38:753 (March 2012), repromulgated LR 38:1395 (June 2012).

§3903. Requirements for Corporate Partnerships

A. A corporate partner is any legal entity, whether for profit or not for profit, registered with the secretary of state, except a corporation identified in R.S. 18:1505.2(L)(3), that has, acting individually or as part of a consortium of corporations, donated one or more of the following to the school:

1. the land on which the school is built;
2. the school building or the space the school occupies. If the corporate partner is leasing the building or space to the school, the enrollment preference or board membership may only be provided in the charter agreement if the lease provides that the building or space is made

available without cost and if the term of the lease is not less than the duration of the charter agreement;

3. major renovations to the existing school building or other capital improvements including major investments in technology.

B. For purposes of this Chapter, a major renovation to the existing school building means changes that provide significant opportunities for substantial improvement including but not limited to:

1. a structural change to the foundation, roof, floor, or interior or exterior walls or extension of an existing facility to increase its floor area;

2. an extensive alteration of an existing facility, such as a change in its function or purpose, even if such renovation does not include any structural change to the facility.

C. A major investment in technology includes but is not limited to a donation of:

1. hardware;
2. software;
3. internet access;
4. internet hardware;
5. enterprise systems;
6. software licenses;
7. smart board technology; or
8. audiovisual equipment.

D. The value of a major renovation or of an investment of technology shall be equal to at least 50 percent of the per pupil allocation of state funds by the minimum foundation program formula for that year for the parish in which the school is located multiplied by the school's enrollment as defined in the charter agreement.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3981, and R.S. 17:3991.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 38:753 (March 2012), repromulgated LR 38:1395 (June 2012).

§3905. Corporate Partner Representation on Charter Boards

A. A charter agreement may provide, initially or by amendment, for a corporate partner to have representation on its governing or management board; however, such representation may not constitute a majority of the board. Such membership is subject to all other provisions of law except any contrary provision in this Chapter.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6(A)(10), R.S. 17:3981, and R.S. 17:3991.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 38:753 (March 2012), repromulgated LR 38:1395 (June 2012).

Louisiana Believes

Louisiana Charter School Performance Compact (Types 2, 4, and 5 Charter Schools)

OBJECTIVE

To provide charter school operators and boards with clear expectations, fact-based oversight, and timely feedback while ensuring charter autonomy.

- Clear standards, timely feedback, maximum transparency
- Objective information for schools, students, and families
- Differentiated oversight including incentives for high-performing charter schools
- Comprehensive information to guide charter extension and renewal determinations

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Louisiana Believes

Section 1: Introduction

This document describes the Louisiana Charter School Performance Compact (CSPC), the accountability mechanism for all charter schools authorized by the Louisiana Board of Elementary and Secondary Education (BESE).

This document provides:

- a conceptual overview of the Charter School Performance Compact (the body of the document); along with
- the specifics regarding Performance Compact implementation developed with charter school leader input.

In addition to establishing performance criteria for charter schools, the Charter School Performance Compact also ensures that the Louisiana Department of Education is accountable to charter schools.

The Department is accountable for implementing a rigorous and fair oversight process that respects the autonomy that is vital to charter school success.

It is this *mutual obligation* that drives the Charter School Performance Compact – a collaborative effort with the common objective of providing Louisiana students with a high quality education that prepares them for post-graduation academic and career success.

Charter School Performance Compact LDE Obligations

- Clearly communicate standards and expectations to schools;
- Conduct a transparent, consistent, and predictable oversight process;
- Conduct an oversight process that is respectful of schools' autonomy;
- Focus on student outcomes rather than inputs;
- Provide fact-based feedback to schools and communities indicating where schools stand relative to performance compact expectations and standards.

Louisiana Believes

Section 2: Objective of the Charter School Performance Compact

The Louisiana Department of Education has the responsibility of ensuring that charter schools provide an excellent education for Louisiana public school students.

The LDE believes that charter schools need autonomy and independence in order to develop and implement educational models tailored to the communities they serve.

The Louisiana Charter School Performance Compact balances these two considerations.

The objective of the Charter School Performance Compact is to provide charter school operators and boards with clear expectations, fact-based oversight, and timely feedback while ensuring charter autonomy.

In addition to achieving this objective, the Performance Compact should deliver important secondary benefits:

- incentives for high-performing charter schools that regularly meet or exceed the academic, financial, and organizational benchmarks presented in this compact;
- comprehensive information for data-driven charter extension and renewal determinations;
- differentiated oversight based on school performance;
- maximum transparency to ensure that all stakeholders understand the areas in which charter schools are succeeding and those in which performance must be improved and
- objective information for students and families who want to learn more about the charter schools in their community.

The Performance Compact describes methods that seek the optimal balance between oversight and independence, while delivering the secondary benefits important to each targeted stakeholder. The Performance Compact is an adaptive tool subject to continuous review and improvement such that the students of Louisiana public charter schools are effectively served.

The Department of Education invites Louisiana's charter schools to be partners in the development and continuous improvement of this Performance Compact.

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Section 3: Performance Compact Assessment Components

The Performance Compact assesses schools on their ability to operate as sound, independent entities that successfully serve all students. The Department of Education has selected assessment components that strike the balance between easy-to-submit documents and data that provide fact-based insight on school performance.

Routine Year Round Submissions

During the year, schools are required to submit a variety of academic, financial, and organizational data to the LDE. It is vital that this information is submitted by the given due date. These required submissions are often linked to funding allotments or federal reporting requirements. Required submissions are communicated to charter schools via the weekly Important News for Charter Schools newsletter.

Performance Frameworks

Academic – A school's SPS and letter grade will be used to determine the school's academic performance within the Academic Performance Framework. We will include additional academic evidence like special education and at-risk student performance and SPS progress points awarded when compiling the annual school review for boards and leaders. We believe this performance is indicative of a school's academic success and dedication to serving all students at a high level.

Financial – The fiscal viability of schools is measured through four indicators: 1) fund balance; 2) audit findings; 3) debt to asset ratio; and 4) timely reporting. These four indicators will be evaluated on an annual basis.

Organizational – The organizational performance framework provides performance targets for the legal and contractual obligations that schools must meet. There are seven areas of focus: 1) enrollment; 2) facilities; 3) special education and at-risk student populations; 4) governance; 5) discipline; 6) health and safety; and 7) compliance and reporting. Schools provide assurances that they will adhere to policies and procedures mandated by statute and bulletin. A school loses points when it does not meet the Credit criteria for the indicator.

There are several indicators that are deemed as "Critical Indicators." These indicators are highlighted in yellow in Appendix A. If schools fail to perform in these highlighted areas, they will bypass Level 1 intervention and automatically receive a Notice of Breach. They must rectify this concern in order to receive an Organizational Performance Framework score.

Annual Review

The annual review is a process that compiles all data from the Performance Compact components and provides a year-long evaluation of school performance. In the annual review, each school will receive academic, financial, and organizational performance ratings. Each framework has several indicators with associated points which are totaled to arrive at a rating.

We are committed to clearly communicating information from the Charter School Performance Compact to families, schools, and the public. Annual reviews will be provided to charter school boards of directors and school leaders each year following the release of School Performance Scores. These reviews will also be posted on the Louisiana Department of Education website as permitted by FERPA and Act 837.

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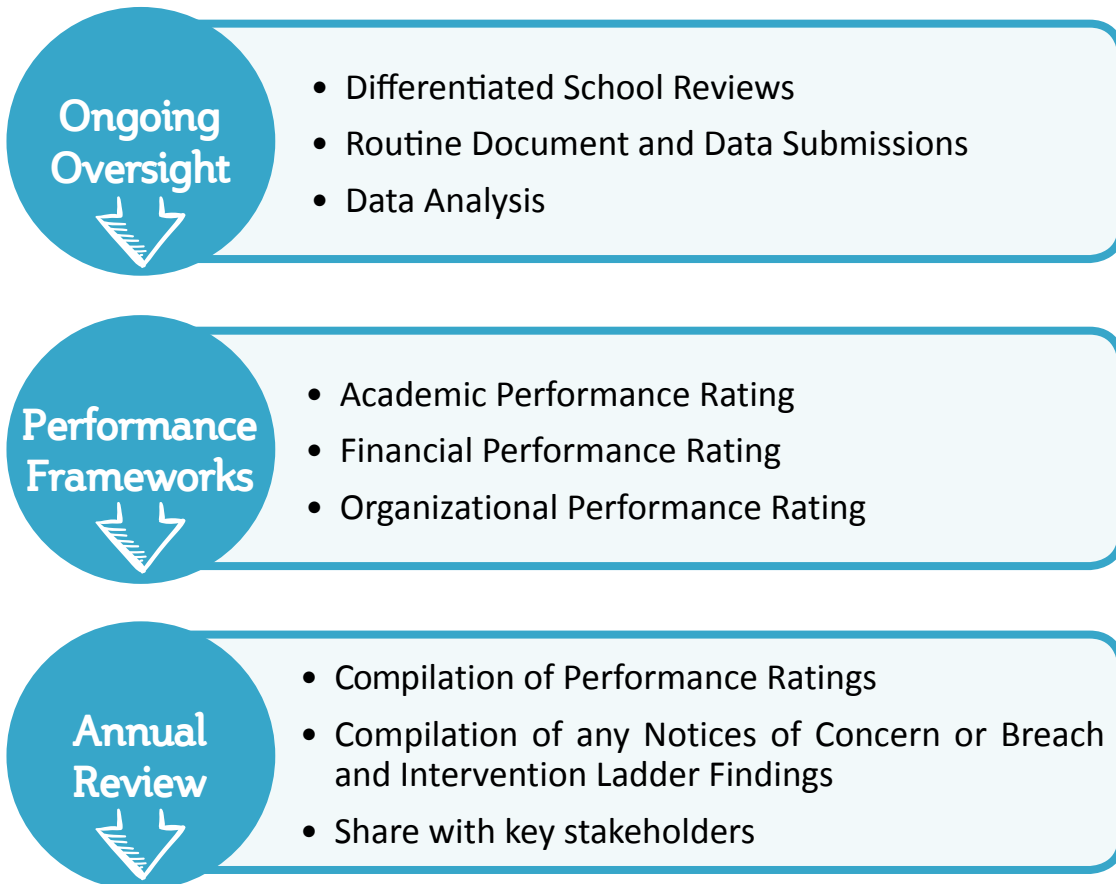
Section 4: Performance Compact Process Description

Process Description

The Department has collaborated with charter school leaders to develop the Performance Compact process depicted in this flowchart. Throughout the school year, every charter school will submit scheduled documents and data that enable us to assess their compliance with critical policies and laws, and their progress in achieving important school milestones.

During the year, LDE team members will visit the campus of each charter school. The frequency and intensity of visits will depend on a school's performance and eligibility for a high-stakes decision.

In the fall of each school year, every charter school will receive an Annual Review. The Annual Review analyzes a school's academic, financial and organizational performance along with information collected from the regular oversight process. The parameters of these analyses are indicated in detail in Appendix A, "Detailed Performance Indicator Descriptions."



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Differentiated Oversight: Site Visits vs. School Tours

Site visits and school tours provide us with a chance to connect with school leaders and boards, collect supporting evidence for renewal and extension decisions, ensure the safety of school buildings, and verify that the needs of special student populations are being met. While the frequency and intensity of visits will depend on a school's performance and eligibility for a high-stakes decision, no visit will last longer than one day. Furthermore, we will notify schools of the nature and timing of their site visit or school tour in advance.

School Tours – Schools that meet expectations in all three of the performance frameworks and are not currently eligible for a renewal or extension decision will receive a school tour. These tours are designed to conform to the daily routine of high-performing schools with minimal disruption. They may include:

Component	Objective
Policies and Procedures Follow-Up	Ensure that schools have policies and procedures in place
Informal Classroom Visits	Gain a greater understanding of school culture and operations
Facility Review	Evaluate the health and safety of the school facility
School Leader Conversation	Discuss the direction of the school and its continued path to success

Site Visits – Schools that are lower performing or are up for a renewal or extension decision will receive a more intensive annual site visit. These visits will examine school operations thoroughly in order to make informed renewal or extension decisions or to highlight areas of growth for schools with performance concerns. They may include:

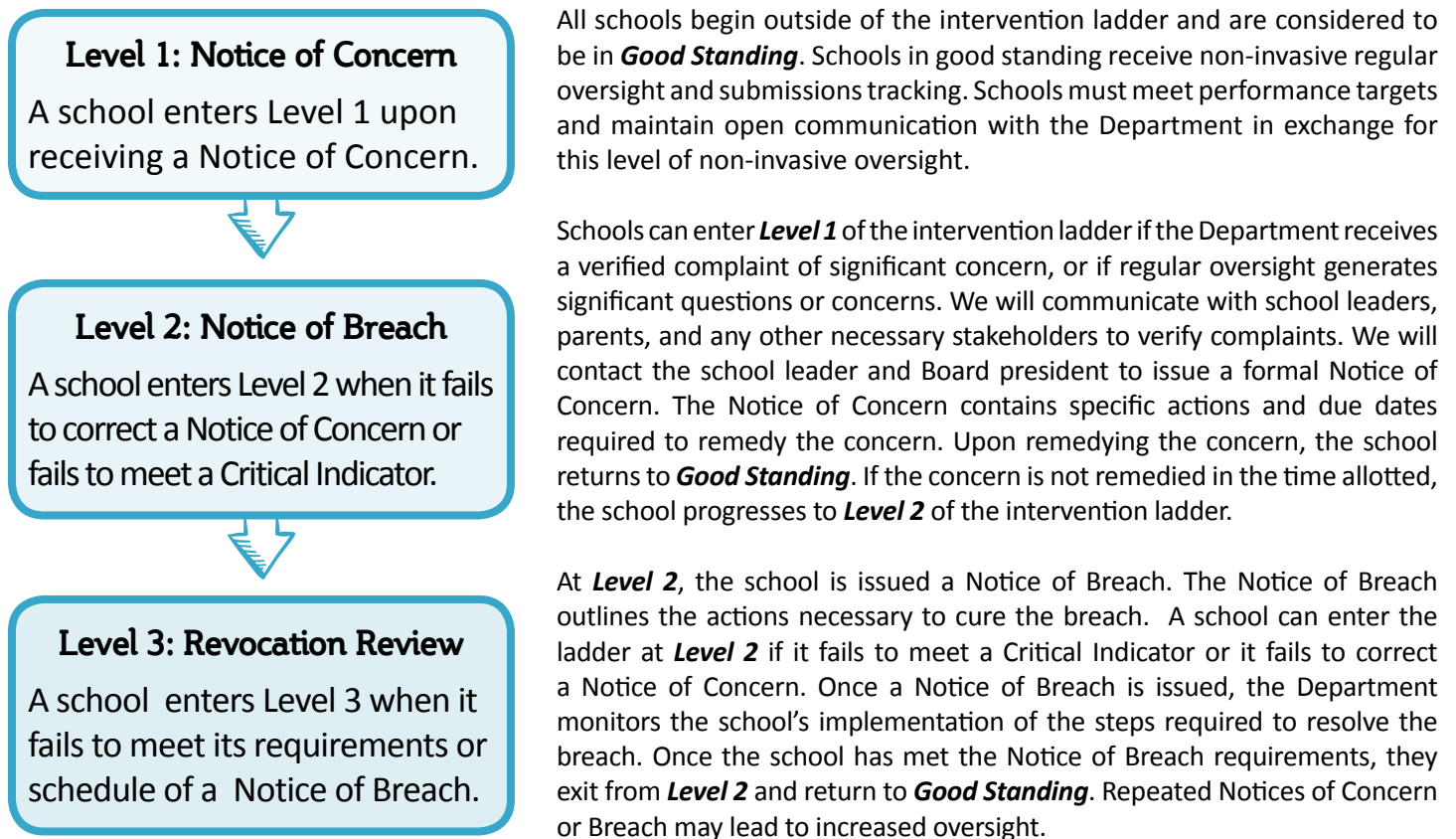
Component	Objective
Policy and Procedures Audit	Ensure that schools have all required policies and procedures in place to operate sound schools
Classroom Visits	Gain a greater understanding of school culture, operations and instructional quality
Facility Review	Evaluate the health and safety of the school facility
Special Education Coordinator Interview	Gain additional information about how the school supports special student populations
School Leader Interview	Assess the school leader's operation of the school
Board/CMO Interview	Assess the board's understanding of the school's performance and any future plans for improvement

Specific issues may arise that necessitate another visit. In this case, we will provide schools with as much advance notice as possible.

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Intervention Ladder

Occasionally, the routine Performance Compact process will result in adverse findings. Charter schools may fall out of compliance with regard to important legal or contractual requirements. Academic standards may not be met. Financial soundness may become an issue. When these situations occur, schools enter into the intervention process.



Failure to meet the requirements specified in the Notice of Breach will result in entry to **Level 3**, charter school revocation review. The review may include additional visits to the school or an in-depth audit to assess financial and organizational health. Schools in **Level 3** are at risk of contract revocation. Schools may also progress on the ladder to **Level 3** if they receive repeated Notices of Breach in the same school year. Findings from the revocation review will determine whether a school enters into revocation proceedings or is granted a revised Notice of Breach, returning to **Level 2**.

In unfortunate cases, data gathered from the Performance Compact process can be used to initiate charter school revocation proceedings. The Department recognizes the severity of this process and will use this authority only in the case of persistent shortcomings or a grave incident that threatens the health, safety, or welfare of students. If a school enters revocation proceedings, the Department of Education will follow the revocation procedures outlined in Bulletin 126.

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Charter Extension & Renewal

The Performance Compact provides timely and accurate information necessary for appropriate charter extension and renewal decisions. Decisions will be made in accordance with Bulletin 126 and based on extensive longitudinal information over a school's charter term. We will consider document submissions, school tours and site visits, annual review reports, parental complaints, and other relevant information in their decisions.

Once a school has been recommended for renewal, the Department will determine a renewal term length. Schools will receive base renewal term lengths determined by their Academic Performance letter grade. Schools that achieve financial scores in the range of 80-100 and organizational scores in the range of 120-150 are eligible for extra years added to the length of their charter terms. The table below details the number of additional years charter schools may earn.

Academic Base Terms	Financial & Organizational Additional Years	Potential Term Lengths
A – 6 Years	Up to 4 Additional Years for Financial and Organizational Performance	6 – 10 Years
B – 5 Years	Up to 2 Additional Years for Financial and Organizational Performance	5 – 7 Years
C – 4 Years	Up to 2 Additional Years for Financial and Organizational Performance	4 – 6 Years
D – 3 Years	No Additional Years Added	3 Years
F – 3 Years	No Additional Years Added	3 Years

Automatic Renewal

High-performing schools will also receive the added bonus of qualifying for automatic renewal. Qualifying schools must have an A or B academic letter grade, demonstrate academic growth in the last 3 years of the charter term, and “Meets Expectations” ratings on the Financial and Organizational performance frameworks. Automatic renewal candidates will still receive their scheduled renewal site visit. The Department will notify schools shortly after this visit of their automatic renewal status and renewal term length. Schools receiving automatic renewals are exempt from the BESE renewal voting process. Schools that receive an automatic renewal are also eligible for replication without having to submit additional charter school applications.

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Section 5: Performance Compact Timeline

The Performance Compact is implemented according to an annual timeline. The goals of the timeline: a) to set clear expectations for the Department's interaction with schools; while b) standardizing the oversight process.

Beginning of the School Year



- Schools complete Organizational Performance Framework Self-Assessment and Assurances
- School leaders/board members contact the Department with any questions

During the School Year



- Schools submit required documents on time
- The Department of Education tracks submissions and school performance framework indicators
- Schools receive a school tour or site visit
- If issues arise or deficiencies are observed, schools enter the intervention ladder

End of the School Year



- The Department of Education summarizes all collected school performance data and assigns performance scores and ratings
- The Department creates school annual reviews that combine performance scores, site visit data, and routine submission performance
- The Department shares annual reviews with school leaders, school boards, and the public

Schools should contact the Department at any time for additional support on and information about meeting any of the Performance Compact components.

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Appendix A: Detailed Performance Indicator Descriptions

I. Academic Performance Framework – School Performance Score (SPS)

Letter Grade	SPS Scale	Components	
A	100.0-150.0	K-5	100% Assessments
B	85.0-99.9	K-8, 7-8	95% Assessments, 5% Dropout Credit Accumulation Index
C	70.0-84.9	9-12	25% EOC, 25% ACT Composite, 25% Cohort Graduation Rate, 25% Graduation Index
D	50.0-69.9		
F	0.0-49.9		
Up to 10 progress SPS points may be awarded for subgroup performance that meets or exceeds expectations.			
*Letter grade and SPS Scale may be modified if curve is enacted.			

Academic Supporting Evidence

SPS Indicators	Special Education Indicators	At-Risk Indicators
Assessment Index (K-8, HS)	Percentage of Students Performing Proficient in ELA	Percentage of Students Performing Proficient in ELA
SPS Progress Points Awarded	Percentage of Students Performing Proficient in Math	Percentage of Students Performing Proficient in Math
Dropout Credit Accumulation Index (8th grade)	Percentage of Students Graduating with HS Diploma	Percentage of Students Graduating with HS Diploma
Cohort Graduation Rate (HS)	Percentage of Students Dropping Out	Percentage of Students Dropping Out
Graduation Index (HS)		
ACT Average (HS)		

II. Financial Performance Framework – Financial Performance Score

Rating	Score
Meets Expectations	80 – 100
Approaches Expectations	60 – 79
Fails to Meet Expectations	0 – 59

Financial Performance Score Indicators

Indicators	Potential Points	Full Credit	Partial Credit	No Credit
Fund Balance	Full Credit – 30 points Partial Credit – 15 points No Credit – 0 points	Y1: >2%	Y1: 1-2%	Y1: <1%
		Y2: >3%	Y2: 1.5-3%	Y2: <1.5%
		Y3: >4%	Y3: 2-4%	Y3: <2
		Y4: >5%	Y4: 2.5-5%	Y4: <2.5%
		Y5: >6%	Y5: 3-6%	Y5: <3%
		+Y5: >7.5%	+Y5: 3.75-7.5%	+Y5: <3.75%
Audit Findings	Full Credit – 30 points Partial Credit – 15 points No Credit – 0 points	Unqualified audit with no findings	Unqualified audit with no recurring or material findings	Unqualified audit with recurring or material findings or qualified audit
Debt to Assets Ratio	Full Credit – 20 points No Credit – 0 points	<0.9	N/A	>0.9
Timely Reporting	Full Credit – 20 points Partial Credit – 15 points Partial Credit – 0 points	All quarterly reports, AFR, and audit submitted timely	1 late – 15 points 2 late – 10 points	3-5 late

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III. Organizational Performance Framework – Organizational Performance Score			
Rating	Score	Components	
Meets Expectations	120-150	Key Indicator	Points Possible
Approaches Expectations	90-119	Enrollment	20
Fails to Meet Expectations	0-89	Facilities	16
<p>All schools start with the full amount of points and assure that they follow these policies and procedures.</p> <p>A school only loses points when they do not meet the criteria under the Credit column.</p>		Discipline	16
		Special Education/At-Risk	38
		Health and Safety	8
		Governance	24
		Compliance and Reporting	28
		TOTAL	150
		Critical Indicators: Boxes highlighted below in yellow represent, high priority indicators. Non-compliance in one of these items triggers an automatic Notice of Breach.	

Organizational Performance Score Indicators			
A. Enrollment: Type 2 and 4 Schools			
Indicators	Points	Detail	Credit
i. School Follows Non-discriminatory Admissions, Attendance Laws, Truancy Policy, and Timely Transfer of Records	4	Transfer of Records FAQ Truancy Policy FAQ Admissions process is non-discriminatory against students with disabilities	Critical Indicator
ii. Student Enrollment and At-Risk Percentage	4		Enrollment data meets contract specifications
iii. School Follows Recruitment and Enrollment Plan, Lottery	4		No more than 1 Notice of Concern No Notices of Breach
iv. School Re-Enrolls High Percentage of Students	4	Percentage of students returning to school that aren't enrolled in a terminal grade	At least 80% of students return to school for the next year
v. School Has Low Transfer Rates During the School Year	4	Percentage of students who transfer schools for reasons outside of residency issues or hardship waivers	School's transfer rate is at or below the average transfer rate of all Type 2, 4, and 5 charter schools

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Organizational Performance Score Indicators

A. Enrollment: Type 5 Charter Schools & Type 2 Charter Schools Participating in OneApp

Indicators	Points	Detail	Credit
i. Student Enrollment	4	Follows all components of the One App Process including appropriate child welfare and truancy policies	Critical Indicator
ii. Non-Discriminatory Admissions	4	Admissions process is non-discriminatory against students with disabilities	
iii. School Follows Attendance Laws, Truancy Policy, and Timely Transfer of Records	4	Transfer of Records FAQ Truancy Policy FAQ	No more than 1 Notice of Concern per Indicator No Notices of Breach per Indicator
iv. School Re-Enrolls High Percentage of Students	4	Percentage of students returning to school that aren't enrolled in a terminal grade	At least 80% of students return to school for the next year
v. School Retains Students During the School Year	4	Percentage of students who transfer schools between October 1 and the end of the school year for any issue except for moving or graduation	School's transfer rate is at or below the average transfer rate of all Type 2, 4, and 5 charter schools

B. Facilities

Indicators	Points	Detail	Credit
i. School Meets Local and State Fire and Life Safety Codes	4		Critical Indicator
ii. School Meets Public Health Sanitary Codes	4		
iii. School Submits a compliant Emergency Operations Plan Annually	4		No more than 1 Notice of Concern per Indicator No Notices of Breach per Indicator
iv. ADA requirements	4	ADA requirements FAQ	

C. Discipline

Indicators	Points	Detail	Credit
i. School adheres to BESE Model Master Discipline Plan	4	Model Master Discipline Plan FAQ	Critical Indicator
ii. Suspensions and expulsions are conducted properly	4		
iii. Suspensions	4		School's suspension rate is at or below the average suspension rate of all Type 2, 4, and 5 charter schools
iv. Expulsions	4		School's expulsion rate is at or below the average suspension rate of all Type 2, 4, and 5 charter schools

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Organizational Performance Score Indicators

D. Special Education, 504 Accommodations, and Other At-Risk Student Populations

Indicators	Points	Detail	Credit
i. Schools identify high-needs/ at-risk students	4	<ul style="list-style-type: none"> School locates and/or identifies students who are eligible for special education services, homeless, ELL, and/or migrant services 	Critical Indicator
ii. School Conducts Evaluations	4	<ul style="list-style-type: none"> School conducts appropriate and timely evaluations, re-evaluations, and re-evaluation waivers. If school contracts with an external provider, it has established and implemented standards of practice for evaluators. 	
iii. School Writes Required IEPs	4	<ul style="list-style-type: none"> IEPs are appropriately developed, revised, and reviewed 	
iv. School Provides Programming and Placement	4	<ul style="list-style-type: none"> Special education services and related services are implemented Curricular modifications and accommodations are provided Section 504 plans are appropriately implemented School ensures provision of transition activities (age 16+) and access to programs that support diploma choices 	
v. School Follows Discipline Procedures	4	<ul style="list-style-type: none"> School follows procedural safeguards for disciplining students with disabilities or students suspected of having a disability. 	
vi. Assessments	4	<ul style="list-style-type: none"> Students are administered appropriate state and local assessments Alternate assessments are provided for students, as required by law and policy 	
vii. Special Education APR Determinations	6		<ul style="list-style-type: none"> Meets Requirements = 6 points Needs Assistance = 3 points Needs Intervention = 0 points Needs Substantial Intervention = 0 points
viii. Enrollment	4	<ul style="list-style-type: none"> Enrollment of Students with disabilities meets or exceeds local average 	No more than 1 Notice of Concern per Indicator
ix. Retention	4	<ul style="list-style-type: none"> School maintains recurrent enrollment – term to term 	No Notices of Breach per Indicator

E. Health and Safety

Indicators	Points	Detail	Credit
i. School Provides Health Services to Students	4	Health & Safety FAQ	Documentation of services
ii. School Follows Bus Safety Protocols	4	School Bus Safety FAQ	

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Organizational Performance Score Indicators

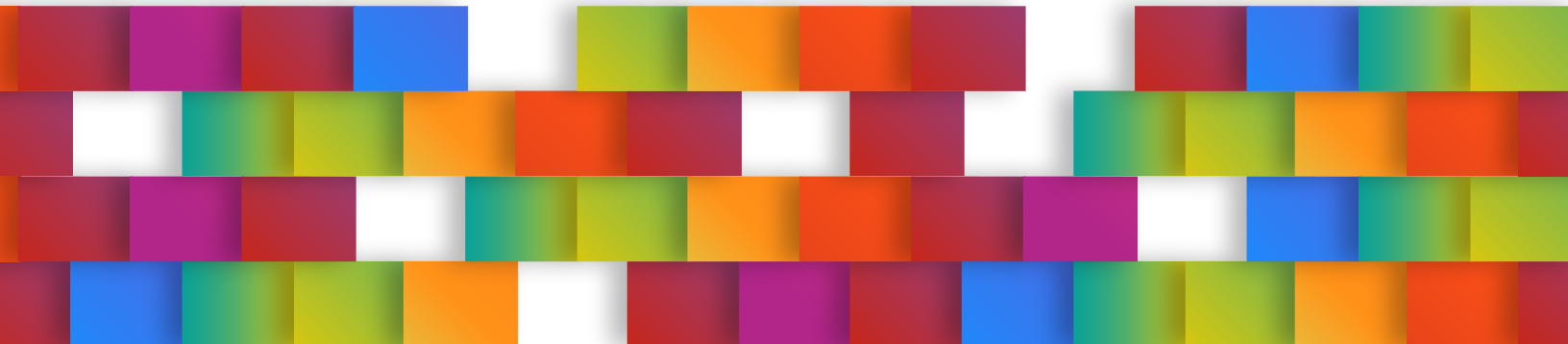
F. Governance

Indicators	Points	Detail	Credit
i. Board Structure Meets Bulletin 126 Requirements	4	Charter Board FAQ	Review of bylaws Annual Ethics Disclosure Verification
ii. Board adheres to Louisiana Code of Governmental Ethics	4	Charter Board FAQ	
iii. Board adheres to Louisiana Open Meetings Laws	4	Open Meetings FAQ	No more than 1 Notice of Concern per Indicator No Notices of Breach per Indicator
iv. Board Adheres to Public Records Act	4	Public Records FAQ	
v. Board follows Public Bid Laws	4	Public Bid Law	
vi. Board completes Ethics Training Anually	4		

G. Compliance and Reporting

Indicators	Points	Detail	Credit
i. School complies with Louisiana Code of Governmental Ethics	4	Louisiana Code of Governmental Ethics	Critical Indicators
ii. School complies with all legal and contractual obligations regarding background checks	4	Background Check FAQ	
iii. School complies with all legal and contractual obligations regarding student transportation	4		
iv. All school employees complete required ethics training annually	4		
v. Timely and accurate reporting submissions	4	Required submissions are communicated through the LEADS and INSIGHT portal as well as the Weekly Charter Newsletter	No more than 1 Notice of Concern per Indicator No Notices of Breach per Indicator
vi. School complies with Act 837, Act 677, and all privacy laws	4	Act 837 Act 677	
vii. School complies with legal and contractual obligations (including facility lease with Charter Authorizer, if applicable).	4	Compliance with state and federal laws, BESE policy and the charter contract not expressly listed in the CSPC	

Louisiana Charter School Board Legal Handbook



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Board on Track



Louisiana Charter School Board Legal Handbook



Introduction

First and foremost, thank you for your service as a Charter School Board Member. A successful charter school begins with a well-informed, engaged board. As a volunteer, you have agreed to contribute your time and energy to help provide high-quality educational options to children across the state of Louisiana—quite an admirable task.

*The goal of this handbook is to help explain many of the complex rules and regulations that apply to charter schools, as well as help you understand your roles and responsibilities as a Charter School Board Member. **Please note that this handbook is a summary of the existing rules and regulations and is not intended to cover all scenarios your school may face; nor is it designed to provide legal advice.** It is always wise to consult with an attorney regarding issues specific to your school. Be sure to check with your Authorizer as to the most current laws and policies that apply.*

*Essentially, the role of a Charter School Board is two-fold: (1) to exercise final authority in matters affecting the charter school; and, (2) to ultimately be held accountable to the Charter Authorizer for the school's academic performance, financial health, and compliance with applicable laws and regulations. To help you better understand these roles and duties, this handbook is split into three major sections – **Board Governance, Public Laws, and School Oversight**. The Board Governance section covers the general responsibilities, requirements, and restrictions placed upon Charter School Board Members; the Public Laws section deciphers the five public laws Charter School Board Members must comply with; and, the School Oversight section expounds upon a Charter School Board Member's duties in overseeing the school's students and personnel.*

Moreover, this handbook also includes information about the history of charter schools, the laws and policies that govern Louisiana's charter schools, a glossary of commonly used terms, and various appendices that should be useful tools for you.

Should you or your board still have questions after reviewing this handbook, Louisiana Appleseed and the Louisiana Association of Public Charter Schools may have resources available to help guide you. Again, thank you for willingness to volunteer as a Charter School Board Member. Your dedication to Louisiana's students is much appreciated.

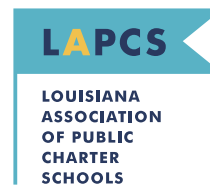


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Louisiana Charter Schools: Overview

What are Charter Schools?

Types of Charters

The Charter Contract

Accountability, Renewal, and Revocation

Contract Amendments

I. Louisiana Charter Schools: Overview

A. Charter Schools: What are Charter Schools?

Unlike traditional public schools—where schools located within a certain jurisdiction are subject to uniform rules and regulations set by a local parish school board—**charter schools are independent public schools that are given educational and operational autonomy in exchange for performance-based accountability.**

In essence, charter schools operate from **3 basic principles**:

1. **Choice:** Parents select the school their child attends.
2. **Flexibility:** Charter schools are free to make timely decisions on issues specific to their school such as developing curricula, structuring the school day, creating a balanced budget, and hiring teachers who meet the needs of their students.
3. **Accountability:** In exchange for autonomy, charter schools are held accountable via a performance-based contract and must meet certain academic, financial, and legal standards within an allotted time frame or risk closure of charter school.

Note: Minnesota enacted the first chartering system in 1991. Soon thereafter, Louisiana enacted its Charter School Demonstration Program (“Charter Law”) in 1995.

In Louisiana there are **3 primary sources** for charter school laws, rules, and regulations:

1. **Law: Charter School Demonstration Programs** – La. R.S. 17:3971, *et seq.*
 - Charter Law is typically updated or amended annually during the Legislative Session.
2. **Policy:** The Louisiana Board of Elementary and Secondary Education’s (“BESE”) **Bulletin 126** (28 La. Admin. Code, Bulletin 126) governs the implementation of Charter School Law. Most of its provisions apply to Type 2 & 5 charter schools only, but some provisions apply to all charter schools.
 - Parish school boards may have specific rules that differ from BESE’s. Be sure to check local rules if authorized by a Local School Board (“LSB”).
 - BESE & LSB policies are updated often. Regularly check in with your Authorizer for the most current version.
3. **Contract:** Charter Contracts are unique to each individual school. Always review your contract for requirements specific to your school and its mission.
 - Contracts can be amended during the contract term (often subject to Authorizer approval) or renegotiated during the renewal process.

B. Charter Schools: Types of Charters

In Louisiana, there are **7 Types of Charter Schools**:

- 1. Type 1:** a new school chartered by an LSB.
- 2. Type 1B:** a new school or a pre-existing school chartered by a BESE-certified Local Charter Authorizer (“LCA”).
- 3. Type 2:** a new school or a converted pre-existing school chartered by BESE.
- 4. Type 3:** a converted pre-existing school chartered by an LSB.
- 5. Type 3B:** a former Type 5 charter school transferred from the Recovery School District (“RSD”) to an LSB.
- 6. Type 4:** a new school or a converted pre-existing school chartered by BESE to an LSB.
- 7. Type 5:** a formerly “failing” school chartered by BESE and supervised by the RSD.

Source: La. R.S. 17:3973; 28 La. Adm. Code, Bulletin 126, §107.

LCAs: To qualify as a Local Charter Authorizer, an entity must meet certain qualifications including: being a state agency or a non-profit corporation with an educational mission; being incorporated for at least 3 years; having at least \$500,000 in assets net of liabilities; and planning to open at least 5 charter schools.

Type 3B Charter Schools: This Type was created to account for the return of a formerly failing Type 5 charter school under the RSD to an LSB. The LSB shall permit a Type 3B charter school to remain in the facility in which it was located at the time of transfer or provide it with another facility for use. Pursuant to rules and regulations adopted by BESE, it may require a Type 3B charter school to participate in unified processes common to other public schools located in the same parish or school district boundaries such as processes for student enrollment, expulsion, and transportation. Additionally, Type 3B schools are permitted to remain as their own Local Education Agency (“LEA”).

Source: La. R.S. 17:3981.1, 17:3973; 28 La. Adm. Code, Bulletin 126, §§301, 401-423.

Types of Charter Schools Chart:

Type	Authorizer	Contract	Start-Up vs. Conversion	Admissions
1	Local School Board	LSB + non-profit board	Start-up	At-risk percentage requirements; may have admission requisites consistent with mission
1B	Local Charter Authorizer	LCA + non-profit board	Either	May have admission requisites consistent with mission
2	BESE	BESE + non-profit board	Either	At-risk percentage requirements; may have admission requisites consistent with mission
3	Local School Board	LSB + non-profit board	Conversion	May have admission requisites consistent with mission
3B	Local School Board *with financial oversight from BESE	LSB + non-profit board	Conversion *former Type 5 returned to an LSB	Open enrollment only
4	BESE	BESE + local school board	Either	At-risk percentage requirements; may have admission requisites consistent with mission
5	BESE	BESE + non-profit board	Conversion *under the jurisdiction of the RSD	Open enrollment only

C. Charter Schools: The Charter Contract

A public charter school comes to life through, and is governed by, a Charter Contract between a Charter Operator and a Charter Authorizer.

Similar to all other service contracts, the Charter Contract is a legal agreement that sets the expectations for the Operator and Authorizer over a set term. It defines both the Operator's rights to manage the school and the Authorizer's monitoring and oversight responsibilities.

- **Charter Operator** = the non-profit corporation or LSB (Type 4) authorized to operate a charter school.
- **Charter Authorizer** = an LSB, an LCA, or BESE; responsible for monitoring and overseeing authorized charter schools.
- **Education Service Providers (ESPs)/Education Management Organizations (EMOs)** = Charter Operators may hire a third-party to manage the school's academic, fiscal, and operational services on behalf of the school's board of directors. These for-profit companies are commonly referred to as Education Service Providers (ESPs) or Education Management Organizations (EMOs).
- **Charter Management Organizations (CMOs)** = Charter Operators authorized to operate more than one charter school through a non-profit network are commonly referred to as Charter Management Organizations (CMOs).

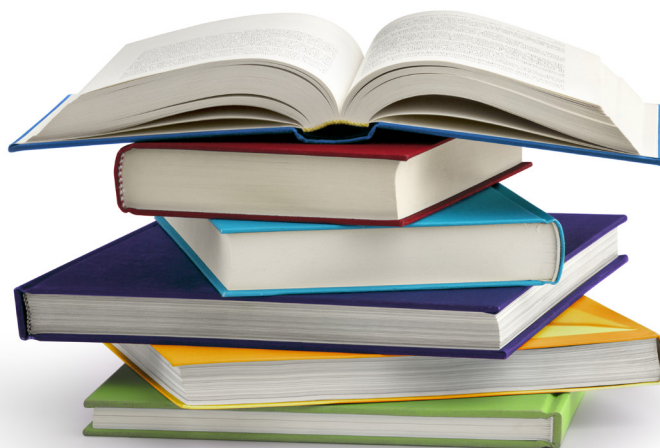
Note: Even though the Charter Contract encompasses the agreed-to-provisions between an Operator and an Authorizer over a set term, Charter School Law, an Authorizer's policy, and BESE policy may at times override provisions of your Contract.

* Law > Policy > Contract



Insider Tip: Know the terms of your charter agreement and always check with your Authorizer as to any policy changes that may affect your contract.

Source: La. R.S. 17:3973; 28 La. Adm. Code, Bulletin 126, §§103, 701-707.



D. Charter Schools: Accountability, Renewal, and Revocation

Regardless of type, **the validity of each Charter Contract is contingent upon the school's ability to meet certain academic, financial, and legal standards within an allotted time frame.** If the school meets those requirements, then the contract can be renewed for another set time period; but if the school fails to do so, the contract cannot be renewed and the school will either be closed altogether or transferred to a different Operator. Additionally, the Charter Contract *can be revoked at any time* by a majority vote of the Authorizer if the Authorizer finds that the Operator violates the contract, fiscal standards, or the law (this type of revocation generally occurs when there is a gross violation, or the health and safety of students are at risk).

Renewal Changes: The academic, financial, and legal standards for charter schools are periodically revised by Authorizers; be sure to check with your Authorizer as to any policy changes that may impact your school's renewal—particularly changes to academic performance standards.

Revocation Terms: Be familiar with the specific policy and contractual provisions that permit your Authorizer to immediately revoke the contract, as well as the related procedures for revocation.

Renewal Timeline:

- All charter schools are initially authorized for a single 4 year term that may be extended for a maximum initial term of 5 years. The school's extension review is held during its 4th year of operation.
- Charters may be renewed for additional periods of 3-10 years based on performance.
- An Authorizer must notify an Operator of its renewal decision by **January 31** of the year in which the contract term expires.

Automatic Renewal:

- BESE permits its high-performing charter schools to bypass the renewal process and be automatically renewed if they meet certain benchmark standards (particularly around academic and financial performance). Check with your Authorizer and the most current version of BESE Bulletin 126 to see if your school is eligible for automatic renewal.

Source: La. R.S. 17:3992, 17:3998; 28 La. Adm. Code, Bulletin 126, §§ 1301-1303, 1501-1503.

E. Charter Schools: Contract Amendments

An Operator, through its governing Board, may seek to amend its Charter Contract during the course of the contract's term. All amendments must be submitted to the Authorizer:

- **Material Amendments** require subsequent approval by the Authorizer.
- **Non-Material Amendments** are effective upon approval by the Charter School's Board.

Authorizers regularly update what qualifies as “material” and “non-material” amendments, so always check with your Authorizer before amending the contract.

Note: Generally, *material amendments make substantive changes* to a charter school's governance, operational, or academic structure, while *non-material amendments make non-substantive changes*, such as designated contact information for the school.

Amendment Requirements:

- No amendment may be the basis of extending a contract's term.
- The amendment must be designed to help further the stated objectives of the school.
- An amendment must be proposed and approved by the school's governing authority (the Charter School Board).
- Charter schools seeking to enroll more than 120% of the total number of students approved in the charter contract must formally amend the contract to permit the enrollment increase.

Source: La. R.S. 17:3991(C), 17:3992(B); 28 La. Adm. Code, Bulletin 126, §§ 1901-1905.



Charter School Boards

Purpose and Structure

General Responsibilities

Governance

Responsibility Matrix

Restrictions (All Charter Schools)

Restrictions (BESE-Authorized Schools)

Requirements (BESE-Authorized Schools)

II. Charter School Boards

A. The Charter School Board: Purpose & Structure

A Charter Operator must be organized as a non-profit corporation, and its Board of Directors, as holder of the Charter Contract, exercises final authority in matters affecting the school. The Board may utilize any power and perform any function (not prohibited by law) necessary, requisite, or proper for the management of the school. Accordingly, **the Board is ultimately held responsible for the academic, financial, and legal performance of the school.**

Source: La. R.S. 17:3991; 28 La. Adm. Code, Bulletin 126, §§ 103, 501, 2101-2107.

Fundamentally, the Board is a group of dedicated, committed individuals that come together as a collective unit to:

- Share their time and expertise to govern the school;
- Provide the school with strategic leadership;
- Protect the public's interest; and
- Enable the school to achieve its mission.

Ideal Qualities of Charter School Board Members:

- Passionate about the school's mission.
- Time to commit as volunteers.
- Willingness and ability to serve as the school's governor, ambassador, sponsor, and consultant.
- Ability to understand the distinctions between governance and management.
- Comfortable with a start-up environment.
- Ability to ask tough questions.

Source: <http://www.boardontrack.com/>



B. The Charter School Board: General Responsibilities

Charter School Board Members, like other non-profit boards, are required to act in good faith and to exert the same level of diligence, care, judgment, and skill that an ordinarily prudent person would exercise under similar circumstances and in like positions. As such, Board Members have three basic fiduciary duties:

- 1. Duty of Care:** exercising sound, legal, and ethical board best practices and acting on an informed basis—examples:
 - Being an active Board Member and participant.
 - Participating in risk assessment and strategic planning discussions.
 - Routinely evaluating the school, School Leader, and Board to assess the organization's performance.
 - Implementing and enforcing any policies that safeguard the financial and operational integrity of the school.
 - Purchasing all necessary board and school liability insurance as required by your Authorizer.
- 2. Duty of Loyalty:** giving undivided allegiance when making decisions affecting your school—examples:
 - Avoiding conflicts of interests/abiding by conflicts of interests policies.
 - Never using school/board information for personal gain.
 - Being strong promoters and advocates for your school.
- 3. Duty of Obedience:** acting in furtherance of the law and the school's goals and mission—examples:
 - Complying with all applicable state and federal laws governing charter schools, including laws applicable to Louisiana public bodies.
 - Acting in congruence with the Board's purpose, articles of incorporation and bylaws, and Charter Contract.
 - Being mission-aligned so that your actions are consistent with the school's goals, vision, and mission.

Source: La. R.S. 12:226(A); 28 La. Adm. Code, Bulletin 126, §§ 2101-2107.

C. The Charter School Board: Governance

In addition to its general responsibilities, a Charter School Board is specifically charged with overseeing the school's performance. But while the **Board's overall purpose is to govern** the charter school, **it is *not* tasked with running the school's daily operations** (that duty belongs to the school's Leader). Indeed, a successful Charter School Board has a clear understanding of its **direct** and **indirect duties**, as well as its **primary** and **secondary responsibilities**:

Governance Duties:

- Academic Performance
 - The Board **indirectly** governs the school's academic success through its oversight and evaluation of the School Leader.
- Financial Performance
 - The Board **directly** governs the school's finances by developing and maintaining a balanced budget and ensuring adequate resources.
- Legal Compliance
 - The Board is **directly** responsible for its ability to comply with the various laws applicable to Louisiana public bodies.
 - The Board is **indirectly** responsible for the school's ability to comply with the various laws applicable to public schools through its creation and enforcement of school, student, and employee policies.

Governance Responsibilities:

- **Primary**
 - Hire, support, and evaluate the School Leader.
 - Strategically plan for the school's future through policy.
 - Maintain legal and ethical integrity and provide financial oversight.
 - Develop and maintain an effective and competent Board.
- **Secondary**
 - Secure adequate resources for the school (fundraising).
 - Charter School Boards may solicit, accept, and administer donations or any other financial assistance (not prohibited by law) for educational purposes on behalf of the charter school.
 - Serve as the school's ambassador to the community and greater public.
 - Uphold the promises made in the Charter Contract.

Source: La. R.S. 17:3991, 17:3995(D); 28 La. Adm. Code, Bulletin 126, §§ 2101-2107.

D. The Charter School Board: Responsibility Matrix

The role of a Charter School Board Member is distinguishable from that of the School Leader. As the governing entity, the Board is charged with *developing* school policies and setting goals and expectations. The School Leader serves as the school's manager and is in charge of *implementing* the Board's policies and carrying out the school's academic and operational programs on a day-to-day basis.

The Board assesses “what” needs to get done, while the School Leader is entrusted with “how” to do it.

Responsibility	Board	School Leader
Financial Management	<ul style="list-style-type: none"> Approves annual budget Reviews periodic financial reports Ensures proper internal controls are in place 	<ul style="list-style-type: none"> Prepares annual budget with input from Board/finance committee Oversees preparation of periodic financial reports Implements proper financial controls
Academic Excellence	<ul style="list-style-type: none"> Ensures academic benchmarks: examines whether <i>the what</i> are being met or on target to be met Offers oversight of academic program through academic committee 	<ul style="list-style-type: none"> Delivers academic program aligned with Charter Contract's specifications Determines <i>how</i> the instructional program is delivered
Compliances and Human Resources	<ul style="list-style-type: none"> Establishes personnel policies that adhere to state, federal, & local requirements Approves salary scale & benefits packages offered by school 	<ul style="list-style-type: none"> Determines qualifications & hires staff Conducts performance evaluations of staff Responsible for management of school personnel

E. The Charter School Board: Restrictions (All Charter Schools)

The following prohibitions are applicable to *all* Charter School Boards:

Employment/Compensation:

- Board Members cannot be employees of any school operated by that Board or Operator.
 - Board Members are prohibited from being employed by the charter school for *2 years* following termination or resignation from the Board.
 - Board Members are prohibited from employing any immediate family members – *exception* permitted for classroom teachers.
- Board Members cannot receive compensation for services to the school other than reimbursement of actual expenses.
 - Board Members cannot solicit or accept personal gifts from any person or entity doing business, or seeking to do business, with the Board or school.

Nepotism:

- For **Non-BESE Authorized Schools:**
 - No more than 20% of a Charter Board can be members of the same immediate family.
- For **BESE-Authorized Schools:**
 - No Board Members can be members of the same immediate family.*

**Immediate Family* = children, spouses of children, siblings, spouses of siblings, parents, spouse, and parents of spouse – La. R.S. 42:1102(13).

Source: La. R.S. 17:3991, 42:1111(A)(1), 42:1121(A)(2), 42:1115, 42:1119; 28 La. Adm. Code, Bulletin 126, §§ 2101-2107.

Note: For a more in-depth analysis of Board Restrictions, please review the “Code of Ethics” Section of this Handbook, p. 26.

F. The Charter School Board: Restrictions (BESE-Authorized Schools)

The following prohibitions are applicable to *only* those charter schools authorized by BESE:

- There must be at least 7 Members of the Board of Directors.
- No Member of BESE can be a Board Member.
- At least 60% of the Board's Members must reside in the parish or immediate neighboring parishes of where the school is located.
 - For Type 2 Schools, specifically, at least 60% of the Board Members must reside in any parish that is included in the charter's attendance zone.
 - For Charter Operators that operate multiple charter schools in different communities, at least 60% of the Board must reside in the communities in which the schools are located.
- For Type 5 Charter School Boards, specifically:
 - Board Members cannot be a member of any city, parish, or other local public school board that is located in the same jurisdiction as that Type 5 charter school.
 - Current elected officials cannot serve as a Type 5 Board Member; former elected officials must be retired from the elected position for at least 1 year before serving as a Type 5 Board Member.

Source: 28 La. Adm. Code, Bulletin 126, §§ 103, 501, 2101-2107.

Note: If authorized by an LSB or a certified LCA, be sure to check with your Authorizer as to any additional prohibitions or restrictions that apply to your Board.



G. The Charter School Board: Requirements (BESE-Authorized Schools)

Charter Boards for BESE-Authorized schools must immediately notify their Authorizer when:

- Any conditions exist that may cause the school to not comply with the Charter Contract, state law, or BESE policy.
- A default on any obligation, including debts for which payments are past due by 60 days or more.
- Any change in the Charter Operator's standing with the Louisiana Secretary of State.
- An enrollment decrease of 10% or more, compared to the most recent student count submitted to the Authorizer.
- Any circumstances that require the school to unexpectedly close (including natural disasters, emergencies, damage to school facilities, etc.).
- The arrest of *any* Charter Board Member, school employee, school contractor or sub-contractor, or any person directly or indirectly employed by the school for:
 - Any crime related to the misappropriation of funds or theft; or
 - Any crime listed in La. R.S. 15:587.1(C)(crimes related to homicide, kidnapping, sex offenses, etc.).
- The Operator's contract with a Education Management Organization is terminated or not renewed:
 - The LDOE must receive written notification with reasons therefore within two business days of the termination of the contractual relationship.
 - Type 5 charter schools must submit a formal plan to the state superintendent of education for the continued operation of the school within ten days of the contract's termination.
- Any change to the Charter Board's "President of the Board" designation.

Source: 28 La. Adm. Code, Bulletin 126, §3101.

Note: If authorized by a LSB or a certified LCA, be sure to check with your Authorizer as to any additional notification requirements that apply to your Board.



Board Compliance with Public Laws

Public Laws

Code of Ethics

Open Meetings Law

Local Government Budget Act

Public Records Act

Public Bid Law

III. Board Compliance with Public Laws

A. Board Compliance: Public Laws

Because charter schools are public schools, Charter School Law mandates that Charter School Boards—like traditional public school boards—comply with the following laws applicable to Louisiana’s public entities:

- **Code of Governmental Ethics** – La. R.S. 42:1101 *et seq.*
 - Avoiding conflicts of interests
- **Open Meetings Law** – La. R.S. 42:11 *et seq.*
 - Conducting public business openly
- **Local Government Budget Act** – La. R.S. 39:1301 *et seq.*
 - Openly adopting and amending public budgets
- **Public Records Act** – La. R.S. 44:1 *et seq.*
 - Allowing access to public records and documents
- **Public Bid Law** – La. R.S. 38:2211 *et seq.*
 - Applies to awarding contracts for either food service providers or public works contracts in excess of \$150,000

Source: La. R.S. 17:3996; 28 La. Adm. Code, Bulletin 126, §§ 2101-2107.

Note: Violation of these public laws can subject individual Board Members to civil penalties, as well as impact an Authorizer’s decision to extend or renew a school’s Charter Contract.



B. Board Compliance: Code of Ethics

Charter School Board Members must abide by the Code of Ethics so as to protect the school from conflicts of interest and undue influence. Compliance with the Code of Ethics ensures that decisions made by the Board are in the school's (and the greater public's) best interest.

Note: Board Members should read in full the La. Code of Ethics (La. R.S. 42:1101 *et seq.*) and annually complete any one-hour training program offered by the La. Board of Ethics to stay current on conflicts of interest rules (<http://ethics.la.gov/>).

You should always contact your school's attorney for ethical issues specific to your school. However, the following rules are common to Charter Schools:

1. Reporting:

- Board Members must **annually file by May 15** a Tier 3 financial disclosure statement with the Board of Ethics as to personal financial information from the previous year, for all years served.
- Board Members must disclose to the Board of Ethics any situation in which they or their immediate family might benefit from a proposed action.
 - *Immediate family* = children, spouses of children, siblings, spouses of siblings, parents, spouse, and parents of spouse.

Source: La. R.S. 42:1102(13)), 42:1124.3

2. Employment:

- Board Members cannot be employees of any school operated by that Board or Operator.
- Board Members are prohibited from being employed by the charter school for 2 years following termination or resignation from the Board.
- Board Members are prohibited from employing any immediate family members – *exception* permitted for classroom teachers.

Source: La. R.S. 17:3991, 42:1111(A)(1), 42:1121(A)(2), 42:1119; 28 La. Adm. Code, Bulletin 126, §§ 2101-2107.

3. Nepotism:

- Number of Board Members from the same immediate family:
 - For *Non-BESE Authorized Schools*: No more than 20% of a charter board can be members of the same immediate family.
 - For *BESE-Authorized Schools*: No Board Members can be members of the same immediate family.
 - *Immediate family* = children, spouses of children, siblings, spouses of siblings, parents, spouse, and parents of spouse.

Source: La. R.S. 17:3991, La. R.S. 42:1102(13)); 28 La. Adm. Code, Bulletin 126, §§ 2101-2107.

4. Compensation:

- Board Members cannot receive compensation (anything of economic value) for services to the school other than reimbursement of actual expenses.
 - Board Members cannot solicit or accept personal gifts from any person or entity doing business, or seeking to do business, with the school.
 - Board Members may not accept food and drink at a single event or meeting (as a form of compensation for services or from those doing business, or seeking to do business, with the school) that has a total value greater than *approximately \$50.00*.*

* **Note:** The exact amount may fluctuate every year in accordance with an increase in the unadjusted Consumer Price Index (CPI-U) (Food and Beverage) as published by the U.S. Department of Labor, Bureau of Labor Statistics in January each year. As of 2014, the current food and drink limit is \$57.00.

Source: La. R.S. 17:3991, 42:1111(A)(1), 42:1115.1; 28 La. Adm. Code, Bulletin 126, §§ 2101-2107.

5. Recusal:

- A Board Member must recuse him or herself from participating in any transaction in which he or she has a personal substantial economic interest. This prohibition also extends to situations in which a Board Member knows any of the following persons has a substantial economic interest in a transaction:
 - Immediate family members; any entity of which the Board Member is an officer, director, trustee, partner, or employee; anyone with whom the Board Member is negotiating with or has an arrangement for prospective employment; any legal entity of which the Board Member controls or owns an interest greater than 25%.
- Board Members may participate in the *discussion* or debate concerning the transaction but must disclose the conflict of interest and are prohibited from voting on the matter.

Source: La. R.S. 42:1112, 42:1120.

Board Members who Work for an Entity that does Business with the School

In general, the Code of Ethics prohibits a Board Member and a legal entity in which a Board Member exercises control or owns an interest in greater than 25% from receiving anything of economic value for services rendered to or for any person during service as a Charter Board Member, unless such services are neither performed for nor compensated by any person that has or is seeking to have a contractual, business, or financial relationship with the Board Member's agency.

The Exception to this Rule: A person who works for a company that does business with the school may serve as that school's Board Member when the following factors are met:

- The Board Member must be a salaried or wage-earning employee;
- The Board Member's salary must remain substantially unaffected by the school's contractual relationship with the Board Member's company;
- The Board Member must own less than a "controlling interest" in the company; *and*
- The Board Member cannot be an officer, director, trustee, or partner in the company.

Source: La. R.S. 42:1111(C)(2)(d); La. Atty. Gen. Op. 2012-149 (Kira Orange Jones, Teach For America, and BESE); La. Atty. Gen. Op. 82-02D.

C. Board Compliance: Open Meetings Law

Any matter conducted on behalf of the school by the Charter Board or a Committee thereof must be done in a manner that is open and transparent to the public.

- Boards and Committees should err on the side of caution and abide by Open Meetings Law, especially when discussing any matter that will impact the school's Board, employees, and students (including governance facilities, budget, and academics).
- A Board's failure to comply with Open Meetings Law can subject individual Members to civil penalties and render null any decisions made by the Board.

Though Board Members are encouraged to read Louisiana's Open Meetings Law in its entirety (La. R.S. 42:11 et seq.), the following is a list of Frequently Asked Questions as to how to properly conduct a Charter School Board Meeting:

1. When Does Open Meetings Law Apply?

- Open Meetings Law applies anytime there is a convening or meeting of a **quorum** (simple majority) to deliberate or act on a matter over which the Board or Committee has supervision, control, jurisdiction, or advisory power.
 - Open Meetings Law applies to *both* Charter School Boards and their Committees.
 - Open Meetings Law applies to Board retreats.
 - Board Members participating via phone *cannot* be counted in determining if a quorum exists and *cannot* vote.
 - Open Meetings Law *cannot* be circumvented by discussing substantive matters via e-mail (as a quorum or a "rolling quorum") or by polling Board Members on school issues.

Source: La. R.S. 17:3996(B)(9), 42:13; 28 La. Adm. Code, Bulletin 126, §§ 2101-2107.

Note: A person who willfully disrupts a meeting and seriously compromises the ability of the meeting to be conducted in an orderly manner can be removed. La. R.S. 42:17.

A Quorum is also needed for Voting:

- Any action (voting) by a Board or Committee can only take place if there is a quorum of members *physically present in attendance* during the open meeting. If a Board or Committee Member leaves the meeting (for whatever reason—whether temporarily or permanently) then he or she is no longer considered in attendance while absent and the remaining Members must recalculate whether a quorum exists before proceeding with the meeting.
- Members *cannot vote* if participating via phone, video, or Internet, nor can they be considered “in attendance” for determining whether a quorum exists.
- All votes must be live, cast aloud, and recorded.
- Voting by proxy or secret ballot is prohibited.
- Generally, a vote can only be taken on items listed on the posted agenda.

Note: See below for more details on how to make last minute changes to a posted agenda. But note: making last minute changes to an agenda is not recommended as such changes typically do not give the public adequate advance notice of the Board’s discussions and action items.

Voting Requires Public Comment:

- Items that are to be voted upon should be listed on the agenda to give the public adequate prior notice. Inadequate public notice can render decisions made by the Board null and void.
- There must be a public comment period before a vote can be taken on an individual agenda item (public comment is not required for items that will not be voted upon).
- One general comment period for all agenda items will not suffice.
- Public comment rules and procedures (e.g., time limits, comment cards, sign-in sheets, etc.) may be adopted by the Board or Committee if the rules are reasonable and made known to the public.

Source: La R.S. 42:13, 42:14, 42:15, 42:19.

2. How/When Does a Board or Committee Give Public Notice for Meetings?

Charter School Boards and Committees must give written notice of meetings periodically throughout the year:

- **Annual Notice:**
 - Create and post a public schedule of planned, regular Board or Committee meetings at the beginning of each school or calendar year.
 - Posted notice must include the anticipated dates, times, and locations of the planned meetings.
- **24-Hour Notice:**
 - Written public notice of any regular, special, or re-scheduled meeting must be given at least 24 hours in advance of the meeting.
 - Posted notice must include the agenda, date, time, and location of the meeting.
 - In cases of an extraordinary emergency (i.e., a natural disaster), notice may be appropriately given as circumstances permit.
- **Posting Notice:**
 - At a minimum, all Annual and 24-Hour meeting notices must be posted at **one** of these locations:
 - The principal office of the Charter Board or Committee, **or**
 - At the building in which the meeting is to be held, **or**
 - By publication in the Board's official journal (i.e., the newspaper)
 - **-- PLUS --**
 - If a school has a website, then notice *must* be posted on the charter school's website **in addition** to one of the above locations.
- **Media Requests:**
 - If any member of the news media requests to receive meeting notices, then a copy of all meeting notices must be mailed to that news media *and* the Board or Committee must give notice of all meetings to that news media member in the same manner as is given to members of that school's Board or Committee (e.g., sending notice via e-mail *if* the Board receives notice via e-mail).

Note: Your Authorizer may also require notification of all Board or Committee meetings. Be sure to check your Contract and ask your Authorizer for any additional meeting notification requirements.

Source: La. R.S. 42:19.

A posted AGENDA must include the following information:

- *Everything* that the Board or Committee plans to discuss or act upon (vote) during the meeting must be listed on the agenda.
- Each agenda item must be listed separately, *described with reasonable specificity*, and read aloud during the meeting.
- Agendas should indicate what matters will be discussed in *executive session*. If discussing litigation, then the court, case name, case number, and parties must be listed.

Note: The purpose of the Open Meetings Law is transparency and providing adequate notice to the public as to what matters will actually be discussed or voted on in a meeting. The more organized and detailed an agenda is, the more efficient the meeting will be.

Last Minute Changes to the Agenda:

- Agenda items *should not* be changed less than 24 hours prior to the meeting.
- If the Board or Committee needs to discuss an item not listed on the agenda, then the Board or Committee *must*: (1) identify by motion the item and purpose for adding it to the agenda; (2) give the public an opportunity to comment on whether the item should be added; and, (3) the motion to add the agenda item must be *unanimously* approved by the Board or Committee—only then can the Board or Committee begin to discuss and take action on an item not previously listed on the agenda. If taking action on a newly added item, the Board must also give the public an opportunity to comment on that item's substantive issues prior to taking the vote.

Note: You can always call a *special meeting* at a later time and date to discuss an issue, but that special meeting must also be open to the public and follow normal open meetings rules regarding notice and agendas.

Source: La. R.S. 42:19.

3. How and When may a Board use Executive Session?

Executive Session is an *exception* to Open Meetings Law that permits closed discussions on certain, qualifying matters. It should be used *sparingly* and cannot be used to circumvent the Open Meetings Law. Permissible uses of executive session for Charter Boards include:

- *Discussion of the character, professional competence, or physical or mental health of a person.*
 - The person must be notified in writing at least 24 hours prior to the meeting and that person can require that the discussion be held openly.
 - Cannot be used to discuss the appointment of a person to a public body or, except as provided in the Procurement Code, for discussing the award of a public contract.
- *Strategy sessions or negotiation discussions with respect to:*
 - Collective bargaining agreements;
 - Prospective litigation (after formal written demand); or
 - Litigation when an open meeting would have a detrimental effect on the bargaining or litigation position of the Board.
- *Discussions regarding security personnel, plans, or devices.*
- *Investigative proceedings regarding allegations of misconduct.*
- *Cases of extraordinary emergency—which are limited to:*
 - Natural disasters, threat of epidemics, civil disturbances, suppression of insurrections, the repelling of invasions, or other matters of similar magnitude.
- *Discussions between the Board and individual students or parents or tutors of students, (or both) regarding problems of that student:*
 - The parent or tutor or student can require that the discussion be held in open meeting.
- *Or any other matters as may be provided for by the legislature.*

Source: La. R.S. 42:16, 42:17.



Proper Etiquette for Using Executive Session:

- Anticipated executive session discussions must be listed on the published agenda. If discussing litigation, the court, case name, case number, and parties must be cited.
- A motion to move into executive session must be made in open meeting.
- Two-thirds (2/3) of members must approve the motion *and* the vote of each member and the reasons for moving into executive session must be recorded in the official minutes.
- Only the specific matters that qualify can be discussed in executive session.
- No final or binding action (voting) can take place in executive session. All votes (including any sort of processes of elimination) must occur, and be recorded, in open meeting.

Source: La. R.S. 42:16.

4. Board Meeting Minutes

Charter Boards and Committees *must* keep written minutes of *all* open meetings. Additionally, meeting minutes are *public records* and must be made available to the public.

Minutes must include the following information:

- The date, time, and location of the meeting;
- The attendance or absence of each member;
 - Be sure to record the time each member joins or leaves the meeting
- The substance of all matters decided;
 - Minutes do not need to be overly detailed with specifics
- The individual votes of each member; and
- If applicable, the reasons for moving into executive session and the voting records of individual members with respect to moving into executive session.

Note: Meetings may be video recorded or video streamed live by the Board or Committee or by members of the public.

Source: La. R.S. 42:15.

D. Board Compliance: Local Government Budget Act

One of the most significant duties of the Charter Board is to create and maintain a balanced school budget. Because charter schools are public schools, the Board must adopt, finalize, amend, and implement the school's budget in accordance with the Local Government Budget Act (La. R.S. 39:1301 *et seq.*), BESE Bulletin 126, *and* BESE Bulletin 1929 (Accounting and Uniform Government Handbook):

1. Sound Financial Practices

- Boards are to engage in sound financial practices, reporting, and audits to ensure proper use of public funds and the successful fiscal operation of the school.
- The school's annual audit must be conducted by a Certified Public Accountant (CPA), in accordance with La. R.S. 24:513 *et seq.*—laws pertaining to the legislative auditor.
- Boards are to establish a reliable accounting system, as well as maintain accurate accounts and documentations for all allocated and accrued funds.
- Boards should keep proper documentation of the use of public versus private funds. If not recorded, property purchased with private funds will be presumed to have been purchased with public funds and will be retained by the state.

Qualified & Competent Business Professionals – Charter Types 2 & 5 Only:

BESE-Authorized charter schools are specifically required to retain a *Qualified and Competent Business Professional* to produce all financial and accounting information and reporting as required by law. This professional must meet one of the following qualifications:

- Has an undergraduate degree with at least 24 hours of business-related courses; is a Louisiana C.P.A.; or has a M.A. in public or business administration.

PLUS

- Has at least 3 years of work experience in a relevant field (e.g., accounting, finance, etc.), and
- Must acquire Certified La. School Business Administration (CLSBA) certification (or C.P.A. certification) within seven years from date of hire.

Source: La. R.S. 17:3996, 17:3991(H), 17:3983(A)(3)(c); 28 La. Adm. Code, Bulletin 126, §§ 2101-2107, 2501-2509, 28 La. Adm. Code, Bulletin 1929, §1301.

2. Mandatory Financial Reports

- All budgets must follow the **fiscal year of July 1 – June 30.**
- All Charter Operators must submit quarterly reports to the La. Dept. of Ed.:
 - July 31: Annual Operating Budget
 - October 31: First Quarter Financial Report
 - January 31: Second Quarter Financial Report
 - April 30: Third Quarter Financial Report
- All adopted budgets and the school's Annual Financial Report (AFR) must be submitted to the La. Dept. of Ed. no later than September 30 of each year.

Note: If authorized by a LSB, be sure to check with your Authorizer or your Contract as to any additional financial reporting requirements.

Source: La. R.S. 17:3996, 39:1303(D), 17:88; 28 La. Adm. Code, Bulletin 126, §§ 2501-2509.

3. Budget Preparation

- The budget must be comprehensive and present a complete financial plan for the fiscal year.
 - It must include itemized revenues and expenditures.
 - Total of proposed expenditures cannot exceed total of estimated funds available for the ensuing fiscal year.
- The budget must be prepared by either the school's chief executive or administrative officer.
 - It must include a summary of the proposed plan, policies and objectives, assumptions, budgetary basis, *and* a discussion of important features.
 - It must be submitted on forms required by the La. Dept. of Ed. and comply with BESE Bulletins 126 and 1929.
 - It should include a budget adoption instrument:
 - This instrument must be an appropriation ordinance, adoption resolution, or other legal instrument necessary to adopt and implement the budget document.
- The school's chief executive or administrative officer must retain and file certified copies of the adopted budget, budget adoption instrument, duly authorized budget amendments, and copies of supporting schedules and correspondence related to the budget at the domicile of the governing authority (e.g., the principal office of the school or Charter Board).

Source: La. R.S. 39:1305, 39:1309, 39:1313; 28 La. Adm. Code, Bulletin 126, §§ 2501-2509.

4. Budget Notice and Public Participation

- Boards must give the public an opportunity to comment on the proposed budget before the budget can be approved.
- **15-Day Rule:** The budget must be made available for public inspection at least 15 days *prior to the budget's adoption*.
- **10-Day Rule:** Notice must be published in the Board's official journal (i.e. the local newspaper) at least 10 days *prior to the first meeting* at which the Board will discuss the proposed budget. This notice must include the date, time, and location of where the first meeting on the budget will be held.
 - You can meet both the 15-day public inspection rule and 10-day published notice rule by both publishing and making available all necessary information at least 15 days before the first meeting on the budget is held.
 - All subsequent meetings that include discussion of the budget follow normal Open Meetings Law notice requirements.
- **A budget cannot be adopted the first time it is discussed in a Board meeting.** At a minimum, there must be at least one meeting prior to the meeting at which the Board votes to approve the budget.
 - You do not have to have a separate meeting to discuss only the budget—other agenda items can be discussed.
- **Certification Rule:** Once the budget is approved, the Board must certify completion of the budget process by publishing notice thereof in the newspaper.
 - It is recommended that, at a minimum, published certification should include when the budget was first made available (15-day rule); when notice was first published in the paper (10-day rule); dates of all meetings at which the proposed budget was discussed; and, date budget was adopted.

Source: La. R.S. 39:1307.

5. Budget Adoption/Amendments

- All actions to adopt, finalize, amend and implement the budget must be discussed and approved in Open Meeting.
- The adopted budget must be balanced.
- Annual operating budgets must be submitted by July 31; general fund budget Form A must be submitted by September 30.

Source: La. R.S. 39:1309, 39:1310; 28 La. Adm. Code, Bulletin 126, §§ 2501-2509.



E. Board Compliance: Public Records Act

Charter schools and Charter School Boards must adhere to Louisiana's Public Records Act, which provides public access to school and Board records.

1. What Qualifies as a *Public Record*?

- Public records are essentially *any* type of documentation (including e-mails) that are used or retained for use in the management of a public business/entity, including the operation of a public charter school.
- Public records are records that *actually* exist. If a requested record does not exist, you do not have to create a new record to comply with the request.

Source: La. R.S. 44:1.

2. What are Common *Exemptions* to the Public Records Act?

The following are generally considered NOT to be public records and cannot be freely given to the public upon request:

- The name, home address, and telephone number of any enrolled student.
 - A school official, LDOE, and BESE can have access to that information if necessary for official reasons.
- The social security number of any teacher or school employee.
 - A school official, LDOE, and BESE can have access to that information if necessary for official reasons.
- A school employee's home address and phone number if that employee requests that the information remain confidential.
- See also La. R.S. 44:4.1(9) for other exceptions regarding: sabbatical and personal leave; access to personnel files; and, disclosure of student files under The Family Educational Rights and Privacy Act (FERPA).

Note: Because charter schools are public schools, the names of their employees, job titles/positions, and salaries are public records.

Source: La. R.S. 44:4(33), 44:4(34), 44:11.

Family Educational Rights and Privacy Act (FERPA):

FERPA is a federal law that gives parents and students certain rights with respect to students' educational records. These rights include the right to access, inspect, and request correction of these records. Every school has the duty to ensure that these rights are protected. For more information, see:

<http://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html>.

As a general rule under FERPA, a student's academic information (test scores, grades, etc.) may be disclosed without the student's/parent's consent ONLY if there is a legitimate educational reason to do so (e.g., information to pass on to the school where the student is transferring to or discussion of a student's ability to stay in an academic program).

Source: 20 U.S.C.A. § 1232g.

3. Protecting Public Records

- Charter schools and Charter Boards must exercise diligence and care in preserving the original public record for the period of time required by law.
 - If no specific time is mandated for a particular record, then the default rule is that the record must be *preserved and maintained for at least 3 years* from the date it was made.
- The records custodian can take actions necessary to prevent the alteration of any record while it is being examined (e.g., you can require that any record examination take place in a room that is easily observed by the custodian).
- You can convert original documents into electronic form for ease and convenience of preservation and storage, when deemed appropriate.

Note: Designated public record custodians (and their contact information) should be listed on the school's website.

Source: La. R.S. 44:36, 44:32.



4. Who can Request Public Record?

- Anyone over the age of 18 may request to inspect, copy, or reproduce any public record.
 - You *cannot* ask why the person wants the record.
 - You *can* ask for identification to confirm the person is of majority age.

Source: La. R.S. 44:31, 44:32.

5. Responding to a Public Records Request

- If the record is immediately available:
 - The record must be presented to the person making the request.
- If the record is *not* immediately available:
 - You must respond within 3 days (exclusive of weekends and legal holidays) as to if and when the request will be granted.
- If denying a records request:
 - If the requested information is unavailable, does not exist, or is privileged, then you must state why the request is being denied.

Source: La. R.S. 44:33, 44:34, 44:32.

6. Fees and Accommodations

- You can charge a *reasonable* fee for *making copies* of the public record.
 - But you *cannot* charge a fee for just reviewing or examining the record in person.

Note: Title IV of the Louisiana Administrative Code provides a uniform fee schedule for copies of public records of state agencies (as of December 2013, the fee schedule is approximately \$0.25 per page).

- You can segregate a public record from other records so that the only requested record is available for review.
 - If segregating the record would be unreasonably burdensome or expensive, or if the record is maintained in a fashion that makes it readily identifiable and renders further segregation unnecessary, you must state so in writing and state the location of the requested record.
- You can require that any and all examinations take place during regular office and working hours.
- You must extend to the requesting person, a reasonably comfortable facility available while reviewing the record.

Source: La. R.S. 44:32, 44:33; 4 La. Adm. Code §301.

F. Board Governing Duties: Public Bid Law

The goal of Public Bid Law is to prevent corruption and waste by requiring entities that spend public dollars to award major contracts to the **lowest responsible bidder** via the Request for Proposals (RFPs) and Public Bid process.

Charter schools are *required* to follow public bid law when awarding contracts for:

- Public works projects in excess of \$150,000 *and*
- Food services.

Complying with Public Bid Law can often be a difficult task because of its many detailed rules. The following are highlights and summaries of Public Bid Law, but it is highly recommended that Board Members check with their Authorizer and/or school's attorney before letting a project out for public bid.

Responsible Bidder:

A responsible bidder is one who:

- Has an established business;
- Is capable of providing goods and services *in accordance with the terms of the contract, plan, and specifications; and,*
- Does not have a documented record of past projects resulting in arbitration or litigation in which he or she was found to be at fault.

A responsible bidder must also have a negotiable net worth, or be underwritten by an entity with a negotiable net worth, that is equal to or exceeds in value the total cost amount of the public contract.

Note: Make sure to include the desired level of qualities/goods/services you want from a responsible bidder in the Request for Proposal.

Bond Requirements:

- Bid: 5% bid bonds or other forms of bid security are required.
- Performance: Not less than 50% of contract for public works contracts of \$50,000 or more are required.

Source: La. R.S. 38:2212, 38:2216, 38:2218.

1. Public Bid: Public Works Projects

Public Works are:

- The erection, construction, alteration, improvement, or repair of any public facility or immovable property that is owned, used, or leased by the school.
- The **total cost** of the project must **exceed \$150,000**.
 - Total cost *includes* the cost of labor, equipment, and materials.
 - You *cannot* divide or separate the project into smaller divisions to avoid public bid law requirements.
- If the project exceeds \$150,000 then the contract must be awarded through the public bid process.

Source: La. R.S. 17:3996, 38:2212.

2. Public Bid: Public Works Projects less than or equal to \$150,000

Even though projects or contracts less than or equal to \$150,000 are not subject to public bid law, the following is recommended by the Legislative Auditor and LDOE:

- Contracts/Purchases less than \$1,000:
 - Best practice to obtain at least 3 verbal quotes.
- Contracts in excess of \$5,000:
 - Terms of contract should be in writing.
- Contracts/Purchases less than \$10,000:
 - Best practice to obtain at least 3 written quotes.
- Contracts/Purchases between \$10,000 - \$30,000:
 - Best practice to obtain at least 3 telephone or fax quotes and give written confirmation of accepted offer.
 - If a lower quote is available than accepted offer, you should submit reason for rejection to lowest bidder.
- Contracts valued between \$25,000 - \$150,000:
 - Awarded via Request for Proposal and/or solicitation of at least 3 bids.

Source: La. R.S. 38:2241; see also Legislative Auditor's Recommendations.

Note: The Legislative Auditor annually publishes an easy-to-use Public Bid Law summary guide. Be sure to check its website, under Legal Assistance-Public Contracts-Public Bid Law Summary FAQs, for links to the most current version: <http://app1.lla.state.la.us/lla.nsf>. The LDOE also provides a Public Bid Law guide for charter schools: <http://www.louisianabelieves.com/resources/library/school-choice>.

3. Public Bid: Contracts for School Food Services

The Louisiana Department of Education (LDOE) requires all public schools that participate in the National School Lunch Program (a federal breakfast and lunch program for low-income students) to award contracts for School Food Services through public bid. By requiring this, the LDOE helps schools ensure that the food service providers meet all federal requirements. The LDOE and its Child Nutrition Program Division can assist your school with this process:

- <http://cnp.doe.state.la.us/>
- http://wwwprd.doa.louisiana.gov/laservices/publicpages/ServiceDetail.cfm?service_id=3297.

4. Public Bid: Advertising Requirements

If required to award a contract by public bid, then the following Request For Proposal (RFP) bid advertising requirements must be met:

- All advertisements must be published once a week for 3 different weeks in the local newspaper of the location for where the project will take place.
 - The first ad must appear at least 25 days before the opening of bids.
 - The first ad cannot occur on a Saturday, Sunday, or legal holiday.
- You may advertise online, but may not do so exclusively. Any ads via electronic media must be in addition to ads via local print newspaper.
- Complete plans and specifications must be made available the first day of advertising and until 24 hours before the bid opening date.
- Must specify in each ad:
 - Where detailed specifications can be obtained.
 - Where bids will be received and opened.
 - If attendance at a pre-bid conference is required, the ad must include the date, place, and time of pre-bid conference.

Source: La. R.S. 38:2212.

5. Public Bid: Change Orders & Addenda

Public bids and contracts can be amended through **change orders** and **addenda**.

- A **change order** is an alteration, deviation, addition, or omission as to a preexisting public work contract. All change orders must be in writing.
 - A change order *within* the scope of the contract:
 - Does not alter the nature of the thing to be constructed and is an integral part of the project objective.
 - Is not required to be put out for bid but must either be negotiated in the best interest of the school or let out for public bid.
 - Change orders *outside* the scope of the contract:
 - Alters the nature of the thing to be constructed or is not an integral part of the project objective.
 - Change orders outside the scope of the contract that exceed the contract limit must be let for bid.
- **Addenda** are used to make changes to the bid documents, often to extend the bid period.
 - Can be used to extend the bid period up to 30 days without re-advertising.
 - If an addendum is issued within 72 hours of the bid opening:
 - The opening of bids must be extended at least 7 days but no more than 21 working days without re-advertising. The addendum must state the revised time and date of bid opening.
 - If the addendum is issued within 7 days of the bid opening:
 - You must transmit a copy (by hand, fax, or e-mail) of the addendum to all prime bidders who have requested bid documents within 24 hours. It must be followed-up with a mailed paper copy.

Source: La. R.S. 38:2211, 38:2212.

6. Public Bid: Opening of Bids

- Bids must be opened at the advertised time and place.
 - Bids not timely received cannot be considered and must be returned to the bidder unopened.
- Sealed bids must be opened and read aloud, if possible.
- Bids are public records subject to inspection and copying.
- The low bid or the award may not be discussed at the opening.

Source: La. R.S. 38:2214.

7. Public Bid: Evaluation and Award

After evaluating all timely submitted bids, you must **do one of the following within 45 days:**

- **Award** the contract to the lowest responsible bidder who bid according to the contract, plans, and specifications as advertised – OR –
- **Reject** all bids for cause – OR –
- **Extend** the deadline by mutual consent with the lowest responsible bidder.

Failure to do one of these options may result in a court order granting the contract to the lowest responsible bidder.

Note: Written confirmation of the accepted offer must be made a part of the contract file, and records of all elements of the public bid process must be retained for at least 6 years following the completion of the project.

Source: La. R.S. 38:2212, 38:2215.

8. Public Bid: Bid Cancellation and Withdrawal

A submitted bid solicitation may be withdrawn from consideration for the following reasons:

- Before bids are opened:
 - A bid solicitation may be canceled for any reason.
- After bids are opened:
 - A bid solicitation may only be canceled for just cause—including, but not limited to insufficient funds, all bids coming in over budget, major changes in scope or design of project, or decision to not go forward with the project for at least 12 months.

Source: La. R.S. 38:2212, 38:2214, 38:2215.



Board Oversight Duties

Personnel
Students

IV. Board Oversight Duties:

As previously mentioned, a Charter School Board is ultimately held accountable to its Authorizer for the school's academic, financial, and legal performance. Even though the Board's role is *not* to micro-manage the School Leader, successful Charter Boards should still have a working knowledge of the school's operations and legal responsibilities and liabilities with respect to its personnel and students.

A. Board Oversight Duties: Personnel

Aside from hiring the School Leader, the Charter Board lacks the direct authority to make employment decisions as to all other school instructional staff—that authority, instead, lies with the School Leader. However, the Board plays two key roles when it comes to school personnel: evaluating the School Leader and enacting and overseeing employee policies:

1. School Leader Compass Evaluations

As the governing entity of the charter school, the Charter Board is charged with overseeing and evaluating the school's leader. For Boards of CMOs, the Board is to evaluate the CMO leader (who in turn, evaluates the principals of each school within the network). For Boards of non-CMO charter schools, the Board evaluates the school's principal (or otherwise designated School Leader). In all instances, however, the school's principal should directly evaluate the school's teachers.

Compass Evaluations:

- All public school teachers and principals or leaders, including those of charter schools, are supposed to be annually evaluated using the state's value-added assessment model and measurements of student growth, commonly referred to as "Compass."
- Compass is designed to provide all educators with regular, meaningful feedback on their performance and aligned supports to foster continuous improvement.
- Under Compass, teachers and principals or leaders are to be evaluated annually using a four-tier rating system: (i) *Highly Effective*, (ii) *Effective: Proficient*, (iii) *Effective: Emerging*, and (iv) *Ineffective*.
- Charter Boards should check with their Authorizer or LDOE to ensure that the school's staff are properly evaluated in accordance with the state's Compass rubrics.

La. R.S. 17:3997(D)(1), 17:3902(B)(5); 28 La. Admin. Code, Bulletin 126, §2911(A).

2. Teacher Requirements

Currently, charter school instructional staff are not required to be state-certified teachers. Instead, they are required to have a baccalaureate degree, be highly-qualified, and be subject to all provisions of state law relative to background checks.

Source: La. R.S. 17:3991(C)(6); 28 La. Adm. Code, Bulletin 126, § 2901.

Background Checks:

- Charter schools must conduct a background check on all persons who apply for or who have been given a position of supervisory or disciplinary authority over children. Employment must be conditioned upon a favorable result.
- Candidates or staff cannot be convicted of, or have pleaded *nolo contendere*, to any crime listed in La. R.S. 15:587.1(C).
- The Board must establish regulations, requirements, and procedures to ensure that such checks are done by submitting fingerprints of all potential employees to the Louisiana Bureau of Criminal Identification and Information.

Source: La. R.S. 17:3974; 28 La. Adm. Code, Bulletin 126, § 2905.

3. Employee Policies

Charter schools are *not* required to enter into fixed-term contracts with their employees, but rather, may hire employees on an **at-will** basis:

- **At-Will Employment** means that the employer or employee can terminate the employment relationship *at any time and for any reason, including for no reason at all*, so long as the reason is not for a discriminatory or unlawful purpose.
 - At-will status can be negated at any time by any references made by the employer that the employment relationship is contractual for a specific length of time and can only be terminated for *just cause*.
 - Any offer letters or employee handbooks should contain clear at-will provisions, and any verbal agreements or employment discussions should not be misleading as to at-will status.

Source: La Civ. Code §§ 2024, 2747; *Quebedeaux v. Dow Chemical Co.*, 820 So.2d 542 (La. 6/21/02).

Employee Benefits & Collective Bargaining Rights:

- All potential charter school employees must be notified of the specific benefits they will be offered.
- Charter school employees are deemed public school employees and are eligible to participate in the state's school employees' and teachers' retirement systems if the Charter Board permits the school and its employees to participate in such systems, as provided for in the Charter Contract. However, as of 2014, schools cannot have bifurcated systems.
- Any collective bargaining agreement entered into by the LSB in whose jurisdiction a charter school is located applies to that charter school unless the school's approved Charter Contract provides otherwise.

Source: La. R.S. 17:3996, 17:3997; 28 La. Adm. Code, Bulletin 126, §§ 2901, 2909.

B. Board Oversight Duties: Students

When it comes to student issues, the Board's role is two-fold: (1) the Board must develop and govern enrollment and transportation policies; and, (2) the Board, like an appellate court, must review a School Leader's actions and determine whether he or she has adhered to various school laws and policies, particularly those involving student discipline.

1. Enrollment - Admissions

Charter schools, like traditional public schools, are **open enrollment schools that must accept all students** who seek to enroll. If more students apply than there are seats available, a randomized **lottery** must be conducted to determine enrollment. Additionally, a few enrollment preferences are permitted, such as:

- **Geographic:**
 - Each elementary and middle charter school, except a Type 2 charter school, may request and be granted by its Authorizer the right to give an enrollment preference to students residing within the neighborhood immediately surrounding the school.
 - Type 5 charter schools can reserve up to 50% of a school's seats for students who live in the school's immediate geographic area.
- **Mission:**
 - Admission requirements must match the school's role, scope, and mission; be approved by the Authorizer; and, be listed in the Charter Contract.
 - No school chartered after July 1, 2012 may require or administer *academic* performance tests for selective admission purposes.
- **Previous Attendance/Sibling** – the following students may be given an enrollment preference and automatically admitted to a charter school:
 - Students whose previous school converted into a charter school.
 - Siblings of enrolled students.
 - Students who previously attended an approved Pre-K or early childhood program operated by the charter school.
 - Students at BESE-Authorized charter schools who are either matriculating or transferring into eighth grade or below between two schools operated by the same Charter Operator or matriculating or transferring into ninth grade or above between eligible BESE-Authorized charter schools.

Note: Type 2 and Type 5 charter schools in New Orleans are required to enroll their students through the RSD's unified enrollment system ("OneApp"), which automatically factors in any applicable preferences.

- **Corporate:**

- Up to 50% of a school's seats may be reserved for dependent children of permanent employees of a charter school's corporate partner.

Note: Be sure to check La. R.S. 17:3991.1 as to who may qualify as a corporate partner.

- **At-Risk Status Compliance:**

- New Type 1 and Type 2 charter schools are required to maintain an at-risk student population that is equal to the percentage of at-risk students in the district in which the charter school is located or the average of the districts from which the students served by the charter school reside.
 - At the charter school, 85% of these at-risk students must be eligible for the federal free and reduced lunch program. The remaining 15% of the school's at-risk population may consist of students who qualify as "at-risk" for purposes other than free or reduced lunch eligibility, such as any student who:
 - Is younger than 20 years old and has been withdrawn from school prior to graduation for at least one semester;
 - Is younger than 20 years old and has failed to achieve the required score on any portion of the exam required for high school graduation;
 - Is in eighth grade or below and is reading two or more grade levels below grade level;
 - Has been identified as a student with an exceptionality (not including gifted and talented); or
 - Is the mother or father of a child.
- For charter schools created as a result of conversion, the at-risk percentage of the new school must match that of the previous school.

- **Desegregation Compliance:**

- Charter schools located in an area where the city or parish school system is subject to a court-ordered desegregation plan must abide by any court-ordered enrollment or lottery requirements.

Note: Charter schools may *not* enroll more than 120% of the total number of students approved in the school's Charter Contract without formally amending the contract and obtaining the Authorizer's approval.

Source: La. R.S. 17:3991, 17:3991.1, 17:3973 28 La. Adm. Code, Bulletin 126, §§ 515, 2701-2713, 3901-3905.

2. Enrollment – Special Education Requirements

Charter schools cannot deny, reject, punish, dismiss, expel, or otherwise discriminate against any student on the basis of his or her exceptionality or disability. Moreover, charter schools that are their own **Local Education Agencies (LEA)**—Type 1Bs, Type 2s, Type 5s, and some Type 3Bs—are legally responsible for putting all of the necessary systems in place to ensure that children with exceptionalities or disabilities enjoy their right to a **Free and Appropriate Public Education (FAPE)**, as guaranteed by these state and federal special education laws:

1. Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §§1400-1485.
2. Louisiana Education of Children with Exceptionalities Act, La. R.S. 17:1941 et seq.
3. Americans with Disabilities Act (ADA), 42 U.S.C. §12101 et seq.
4. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.

IDEA & Louisiana Education of Children with Exceptionalities Act:

- Central mandate is that public schools must provide children with exceptionalities with a free and appropriate public education (FAPE) that to the greatest extent possible includes them in a regular education environment.

ADA & Section 504 of the Rehabilitation Act of 1973:

- Reinforces the central idea of IDEA: a school must include children with exceptionalities in its regular activities and curriculum, in the **least restrictive environment possible**.
- The ADA requires schools to modify its physical facilities to provide students with exceptionalities the greatest possible access.
- Section 504 requires schools to actively seek out and identify children with disabilities so that it may provide them with the FAPE required by IDEA.

Note: For charter schools authorized by a Local School Board (Types 1, 3, and 4), the LSB serves as the LEA and is responsible for ensuring that the needs of charter school students with disabilities are met.

Source: La. R.S. 17:3995, 17:3996; 28 La. Adm. Code, Bulletin 126, §§ 1101, 1503, 2303.

3. Enrollment – ELL Requirements

Because charter schools are public schools, they must also comply with all legal requirements governing the education of **English Language Learners (ELLs)**. The primary sources that protect the rights of ELL students and students with **Limited English Proficiency (LEP)** include:

1. Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq.
 - Prohibits discrimination on the basis of race, color, or national origin.
 - Schools are required to provide ELL/LEP students with educational benefits and opportunities equal to those provided to other students.
2. Equal Educational Opportunities Act of 1974 (EEOA), 20 U.S.C. §§ 1701 et seq.
 - Requires **State Education Agencies (SEAs)** and **Local Education Agencies (LEAs)** to take appropriate action to overcome ELL/LEP students' language barriers that impede their equal participation in the instructional program.
3. Elementary and Secondary Education Act (ESEA), 20 U.S.C. §§ 6301 et seq.
 - Schools are held accountable for two key elements:
 - Ensuring ELL/LEP students develop English proficiency based on state expectations; *and*
 - Providing ELL/LEP students the opportunity to achieve the same academic content and achievement standards all students are expected to meet.

ELL Parental Communication Requirements:

- Schools must also provide *parents* of ELL/LEP students with the same information about school activities and functions as that given to English-speaking parents. Notification must be sufficient so that parents can make well-informed decisions about the participation of their children in a district's programs and services.
- It may be necessary to translate school policies and documents into different languages in order to effectively communicate with all parents.
- It may also be necessary in some circumstances to have qualified, professional translators on-hand for school events where parental involvement is expected, such as parent-teacher conferences.

Source: 28 La. Adm. Code, Bulletin 126, § 515.

4. Transportation

Charter Law does *not* require charter schools to provide transportation to their students—but it may be required by your Authorizer. For example, Type 5 charter schools located in New Orleans are required to provide transportation by the Recovery School District (RSD).

Note: Be sure to check with your Authorizer and your Charter Contract as to any transportation requirements for your school.

- Schools may contract with a Local School Board in whose jurisdiction the school is located to provide transportation and other support services for the actual costs of providing those services.

Source: La. R.S. 17:3991, 17:3995; 28 La. Adm. Code, Bulletin 126, §§ 307, 515, 2301.

5. Discipline & Complaint Procedure

When it comes to student discipline, the Charter Board is akin to an appellate court. Its primary role is to be the mechanism by which parents and students can seek redress for various school issues. As such, Board Members should create a **complaint procedure** that outlines the process by which interested parties can formally file complaints with the school or appeal a School Leader's decision.

- This complaint procedure should address any forms that must be completed by a complainant, the progression of a complaint, and the timeframes for consideration and action.

Additionally, when reviewing **student suspension and expulsion decisions**, the Board should make sure that:

- The school's disciplinary policies and procedures conform to the model master discipline plan required in accordance with La. R.S. 17:252;
- A proper investigation and hearing on the matter was conducted;
- The School Leader's actions are aligned with all applicable laws and school and Authorizer policies; and,
- The student is placed in an appropriate setting.

Note: Be sure to check with your Authorizer as to any particular requirements for your school regarding student suspensions and expulsions. For example, all expulsion decisions for New Orleans' Type 5 charter schools are required to go through the RSD's Student Hearing Office.

Source: La. R.S. 17:3996(B)(26); 28 La. Adm. Code, Bulletin 126, §§ 515, 701, 1101, 1503, 3301.



Appendices

APPENDIX 1: GLOSSARY

1. ABBREVIATIONS/ACRONYMS

ADA—Americans with Disabilities Act

AFR—Annual Financial Report

BESE—The Louisiana Board of Elementary and Secondary Education

CLSBA—Certified Louisiana School Business Administration

CMO—Charter Management Organization

CPA—Certified Public Accountant

EEOA—Equal Educational Opportunities Act of 1974

ELL—English Language Learner

EMO—Education Management Organization

ESEA—Elementary and Secondary Education Act (a.k.a. No Child Left Behind Act)

ESP—Education Service Provider

FAPE—Free and Appropriate Public Education

FAQ—Frequently Asked Questions

FERPA—Family Educational Rights and Privacy Act

IDEA—Individuals with Disabilities Education Act

IEP—Individualized Education Program

LCA—Local Charter Authorizer

LDOE—Louisiana Department of Education

LEA—Local Education Agency

LEP—Limited English Proficiency

LSB—Local School Board

NCLB—No Child Left Behind

OPO—The Louisiana Department of Education Office of Parental Options

RFP—Request For Proposal

RSD—Recovery School District

SEA—State Education Agency

2. DEFINITIONS

Americans with Disabilities Act (ADA)—laws that prohibit discrimination against people with disabilities in employment, transportation, public accommodation, communications, and governmental activities. 42 U.S.C. §12101.

At-Risk Pupil—any pupil about whom at least one of the following is true:

1. Is eligible to participate in the federal free or reduced lunch program by demonstrating that he meets the income requirements established for participation in the program, not necessarily by participating in the program;
2. Is under the age of 20 and has been withdrawn from school prior to graduation for not less than one semester;
3. Is under the age of 20 and has failed to achieve the required score on any portion of the examination required for high school graduation;
4. Is in the eighth grade or below and is reading two or more grade levels below grade level as determined by one or more of the tests required pursuant to R.S. 17:24.4;
5. Has been identified as an exceptional child as defined in R.S. 17:1943 not including gifted and talented; or
6. Is the mother or father of a child.

BESE—the Louisiana State Board of Elementary and Secondary Education as created by the Louisiana Constitution and the Louisiana Revised Statutes.

BESE Bulletin 126—rules and regulations set forth by BESE that govern the implementation of Charter School Law, 28 La. Admin. Code, Bulletin 126.

Charter Contract—the agreement and authorization to operate a charter school, which includes the Charter Contract and exhibits, which incorporate the charter school application.

Charter Management Organization—charter operators authorized to operate more than one charter school through a non-profit network.

Charter School—an independent public school that provides a program of elementary and/or secondary education established pursuant to and in accordance with the provisions of the Louisiana Charter School Law to provide a learning environment that will improve pupil achievement.

1. **Type 1:** a new school with a Charter Contract between a non-profit corporation and a local school board. Only pupils who would be eligible to attend a public school operated by the local school board within the same city or parish are eligible to attend.
2. **Type 1B:** a new or preexisting public school with a Charter Contract between a non-profit corporation and a local charter authorizer. Pupils who reside within the state are eligible to attend, as provided in the charter.
3. **Type 2:** a new school or a preexisting public school converted into a charter school with a Charter Contract between a non-profit corporation and BESE. For preexisting public schools, the conversion to a charter school must be first approved by the professional faculty and staff of the preexisting school and by the parents or guardians of children enrolled in the school as provided in R.S. 17:3983(C). Pupils who reside within the state will be eligible to attend as provided in the charter.
4. **Type 3**—a preexisting public school converted into a charter school with a Charter Contract between a non-profit corporation and the local school board. Prior to creating a Type 3 charter school, the local school board may require approval by the members of the faculty and staff of the preexisting school who are certified by BESE and by the parents or guardians of children enrolled in the school as provided in R.S. 17:3983(C). Only pupils who would be eligible to attend a public school operated by the local school board granting the charter, or pupils from the same area as those permitted to attend the preexisting school will be eligible to attend as provided in the charter.

5. **Type 3B**—a former Type 5 charter school transferred from the Recovery School District to the administration and management of the transferring local school system pursuant to R.S. 17:10.5 or 10.7 and rules adopted by BESE. The local school board shall permit a Type 3B charter school to remain in the facility in which it was located at the time of transfer or shall provide the Type 3B charter school with another facility for use. Pursuant to rules and regulations adopted by BESE, BESE may require a Type 3B charter school to participate in unified processes common to other public schools located in the same parish or school district boundaries that are critical to providing equity and access to students and families, such as processes for student enrollment, expulsion, and transportation.
6. **Type 4**—a preexisting public school converted into a charter school with a Charter Contract between a local school board and BESE. Prior to the creation of such a charter to convert a preexisting school, BESE may require approval of a proposal to create such a charter by the professional faculty and staff of the preexisting school and by the parents or guardians of children enrolled in the school as provided in R.S. 17:3983(C). Within such Type 4 schools, unless an agreement with another city, parish, or other local public school board is reached to allow students to attend the charter school, only pupils who would be eligible to attend a public school operated by the local school board or pupils from the same areas as those permitted to attend the preexisting school will be eligible to attend as provided in the charter.
7. **Type 5**—a preexisting public school transferred to the Recovery School District as a school determined to be failing pursuant to R.S. 17:10.5 or 10.7 and operated as the result of and pursuant to a charter between a non-profit corporation and BESE. Except as otherwise provided in R.S. 17:10.7 or R.S. 17:1990, and notwithstanding the provisions of R.S. 17:3991(B)(1), within such Type 5 charter school only pupils who would have been eligible to enroll in or attend the preexisting school under the jurisdiction of the city, parish, or other local public school board or other public school entity prior to its transfer to the RSD may attend. In addition, any student who is eligible to participate in a school choice program by the prior system shall be permitted to enroll in a Type 5 charter, which has capacity for another student in the appropriate grade.

Charter School Application—the proposal submitted by a non-profit corporation to a charter school authorizer, which includes but is not limited to, response to questions concerning a charter school’s education program; governance, leadership, and management; financial plan; and, facilities.

Charter School Authorizer—a local school board, local charter authorizer, or the State Board of Elementary and Secondary Education.

Charter School Law—Louisiana Laws, R.S. 17:3971 et seq., governing the operation of a charter school (also referred to as “Charter School Demonstration Programs Law”).

Charter School Operator—the non-profit corporation or school board authorized to operate a charter school.

Compass—the state’s educator support and evaluation system.

Compensation—any thing of economic value which is paid, loaned, granted, given, donated, or transferred or to be paid, loaned, granted, given, donated, or transferred for or in consideration of personal services to any person. La. R.S. 42:1102(7).

Controlling Interest—any ownership in any legal entity or beneficial interest in a trust, held by or on behalf of an individual or a member of his immediate family, either individually or collectively, which exceeds twenty-five percent of that legal entity. La. R.S. 42:1102(8).

Department of Education or LDOE—the Louisiana Department of Education.

Department of Education Office of Parental Options or OPO—the unit within the Louisiana Department of Education responsible for the administration of the state charter school program and for providing oversight of the operation of charter schools chartered by BESE.

Duty of Care—legal duty placed on the charter operator’s board of directors to exercise sound, legal, and ethical board best practices, and to act on an informed basis.

Duty of Loyalty—legal duty placed on the charter operator’s board of directors to give undivided allegiance when making decisions affecting the charter school.

Duty of Obedience—legal duty placed on the charter operator’s board of directors to act in furtherance of the law, as well as the school’s Charter Contract, goals, and mission.

Education Management Organization—a for-profit company that manages academic, fiscal, and operational services on behalf of the Charter School Board through contractual agreements (also referred to as a “Education Service Provider”).

Education Service Providers—a for-profit company that manages academic, fiscal, and operational services on behalf of the Charter School Board through contractual agreements (also referred to as a “Education Management Organization”).

Elementary and Secondary Education Act (ESEA)—a federal law that emphasizes equal access to education and establishes high standards and accountability. 20 U.S.C. §§6301 et seq.

Equal Educational Opportunities Act of 1974 (EEOA)—a federal law that prohibits discrimination against faculty, staff, and students, including racial segregation of students, and requires school districts to take action to overcome barriers to students’ equal participation. 20 U.S.C. §§1701 et seq.

Family Educational Rights and Privacy Act (FERPA)—a federal law that protects the privacy of student education records. This law applies to all schools that receive under an applicable program of the U.S. Department of Education. 20 U.S.C. §1232g; 34 CFR Part 99.

Immediate Family—as the term relates to a public servant, means his children, the spouses of his children, his brothers and their spouses, his sisters and their spouses, his parents, his spouse, and the parents of his spouse. La. R.S. 42:1102(13).

Individuals with Disabilities Education Act (IDEA)—a law ensuring services to children with disabilities throughout the nation. IDEA governs how states and public agencies provide early intervention, special education, and related services to children with disabilities. 20 U.S.C. §§1400-1485.

Individualized Education Program (IEP)—a written statement of specially designed instruction developed, reviewed and revised by a group of qualified education personnel and the parent/guardian for each student with a disability.

Least Restrictive Environment—the educational placement of an exceptional child in a manner consistent with the Least Restrictive Rules in 1448 of Bulletin 1706—Regulations for Implementation for the Exceptional Children’s Act and R.S. 17:1941 et seq.

Local Charter Authorizer—an entity certified by BESE in accordance with Charter School Law to enter into agreements with chartering groups.

Local Educational Agency (LEA)—a public board of education or other public authority legally constituted within the state either to provide administrative control or direction of, or to perform a service function for, public elementary or secondary schools in a city, parish school district, or other political subdivision of the state. The term includes an educational service agency and any other public institution or agency having administrative control and direction of a public elementary or secondary school, including a public charter school that is established as an LEA under state law.

Local School Board—any city, parish, or other local education agency/public school board.

Louisiana Education of Children with Exceptionalities Act—laws governing the duty of Louisiana state and local educational agencies to provide a free appropriate public education in the least restrictive environment to every student with an exceptionality, ages three through twenty-one, who is a resident therein. La. R.S. 17:1941 et seq.

Meeting—Convening of a quorum of a public body to deliberate or act on a matter over which the public body has supervision, control, jurisdiction, or advisory power. It shall also mean the convening of a quorum of a public body by the public body or by another public official to receive information regarding a matter over which the public body has supervision, control, jurisdiction, or advisory power. La. R.S. 42: 13.

OneApp—the Recovery School District’s unified enrollment system.

Public Body—village, town, and city governing authorities; parish governing authorities; school boards and boards of levee and port commissioners; boards of publicly operated utilities; planning, zoning, and airport commissions; and any other state, parish, municipal, or special district boards, commissions, or authorities, and those of any political subdivision thereof, where such body possesses policy making, advisory, or administrative functions, including any committee or subcommittee. La. R.S. 42: 13.

Public Record—all books, records, writings, accounts, letters and letter books, maps, drawings, photographs, cards, tapes, recordings, memoranda, and papers, and all copies, duplicates, photographs, including microfilm, or other reproductions thereof, or any other documentary materials, regardless of physical form or characteristics, including information contained in electronic data processing equipment, having been used, being in use, or prepared, possessed, or retained for use in the conduct, transaction, or performance of any business, transaction, work, duty, or function which was conducted, transacted, or performed by or under the authority of the constitution or laws of this state, or by or under the authority of any ordinance, regulation, mandate, or order of any public body or concerning the receipt or payment of any money received or paid by or under the authority of the constitution or the laws of this state. La. R.S. 44:1(A)(2)(a).

Public Work—the operation, erection, construction, alteration, improvement, or repair of any public facility or immovable property owned, used, or leased by a public entity. La. R.S. 38:2211(A)(12).

Section 504 of the Rehabilitation Act of 1973—a national law that protects qualified individuals from discrimination based on their disability. 29 U.S.C. §§701 et seq.

State Superintendent—the Superintendent of Education, who is the chief administrative officer of the Louisiana Department of Education, and who shall administer, coordinate, and supervise the activities of the department in accordance with law, regulation, and policy.

Title VI of the Civil Rights Act of 1964—federal laws that prohibit discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance. 42 U.S.C. §§2000d et seq.

Qualified and Competent Business Professional—one who meets the following minimum requirements:

1. Possess a baccalaureate degree with a minimum of 24 hours of business-related courses, such as accounting, finance, or management;
2. Possess a certified public accountant license in Louisiana or possess a minimum of two years of full-time, directly relevant accounting and/or bookkeeping experience;
3. Possess a master's degree in public or business administration. 28 La. Adm. Code, Bulletin 126, §2501(B).

Quorum—simple majority of the total membership of a public body. La. R.S. 42: 13.

Source: Louisiana Board of Elementary and Secondary Education, Bulletin 741-Handbook for School Administrators, §§3701-3703.

APPENDIX 2: RESOURCES

1. Websites:

Louisiana Appleseed:

www.appleseednetwork.org/louisiana-appleseed/louisiana

Louisiana Association of Public Charter Schools:

www.lacharterschools.org

Louisiana Board of Elementary and Secondary Education:

<http://bese.louisiana.gov>

Louisiana Board of Ethics:

<http://www.ethics.state.la.us/>

Louisiana Charter Discovery:

<http://www.charterdiscovery.com/>

Louisiana Department of Education:

www.louisianabelieves.com

LDOE Child Nutrition Program:

<http://cnp.doe.state.la.us/>

LDOE National School Lunch Program:

http://www.wprd.doe.louisiana.gov/laservices/publicpages/ServiceDetail.cfm?service_id=3297

Louisiana Legislative Auditor (Public Bid Law & Sunshine Laws Assistance):

<http://app1.la.state.la.us/lla.nsf>

Louisiana Recovery School District:

<http://www.rsdl.net/>

RSD OneApp New Orleans Enrollment Process:

http://www.rsdl.net/apps/pages/index.jsp?uREC_ID=197738&type=d&termREC_ID=&pREC_ID=397110

RSD Discipline/Hearing Office/Code of Conduct:

http://www.rsdl.net/apps/pages/index.jsp?uREC_ID=197542&type=d&termREC_ID=&pREC_ID=396896

Louisiana School Finder:

<http://www.laschoolfinder.com/>

Louisiana State Legislature (Louisiana Laws):

www.legis.la.gov/legis/home.aspx

National Alliance for Public Charter Schools:

<http://www.publiccharters.org/>

United States Department of Education:

<http://www.ed.gov/>

APPENDIX 3: EXEMPTIONS

Charter Schools in Louisiana are typically exempt from any rules and regulations that apply to traditional school districts, with the exemption of those requirements listed in La. R.S. 17:3996–provided below:

La. R.S. 17:3996 – Charter School Exemptions

A. Notwithstanding any state law, rule, or regulation to the contrary and except as may be otherwise specifically provided for in an approved charter, a charter school established and operated in accordance with the provisions of this Chapter and its approved charter and the school’s officers and employees shall be exempt from all rules and regulations of the state board and those of any local school board that are applicable to public schools and to public school officers and employees except for the following rules and regulations otherwise applicable to public schools regarding:

1. Building maintenance.
2. Facility accessibility.
3. Asbestos detection and abatement.
4. The Sanitary Code.
5. Pesticide use and safety.
6. Fire safety.
7. Safe work environments.
8. The possession and safe use of weapons and hazardous materials.
9. Adolescent health initiatives and school health centers.
10. Hearing and vision screenings.
11. Immunizations and health records.
12. Communicable disease prevention.
13. Drug use prevention.
14. Eye safety and the use of protective goggles.
15. Missing children identification procedures.
16. Repealed by Acts 2012, No. 2, §2.
17. School and district accountability system.

La. R.S. 17:3996 – Charter School Exemptions (continued)

B. Notwithstanding any state law, rule, or regulation to the contrary and except as may be otherwise specifically provided for in an approved charter, a charter school established and operated in accordance with the provisions of this Chapter and its approved charter and the school's officers and employees shall be exempt from all statutory mandates or other statutory requirements that are applicable to public schools and to public school officers and employees except for the following laws otherwise applicable to public schools with the same grades:

1. School entrance age, R.S. 17:222.
2. Corporal punishment and suspension of students, R.S. 17:223.
3. Expulsion of students, R.S. 17:224.
4. Repealed by Acts 2012, No. 2, §2.
5. Attendance reporting, R.S. 17:232.
6. Admission of home study students, R.S. 17:236.2.
7. Unauthorized use of electronic communication devices, R.S. 17:239.
8. Smoking, R.S. 17:240.
9. Open meetings, R.S. 42:11 et seq.
10. Public records, R.S. 44:1 et seq.
11. Teaching regarding the United States Constitution, R.S. 17:261.
12. Teaching regarding the Federalist Papers and the Declaration of Independence, R.S. 17:268.
13. Repealed by Acts 2010, No. 327, §2.
14. Teaching regarding Civics and Free Enterprise, R.S. 17:274.1.
15. Teaching regarding sex, R.S. 17:281.
16. Religious liberty of students, R.S. 17:2115 et seq.
17. Pupil assessment, R.S. 17:24.4.
18. Any school and district accountability system required by law of a public school of similar grade or type.
19. Public bids for the erection, construction, alteration, improvement, or repair of a public facility or immovable property, Part II of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950.
20. Code of Governmental Ethics, R.S. 42:1101 et seq., with the exception of R.S. 42:1119 as it applies to any person employed by a charter school prior to August 15, 2003.
21. Electronic communication by an employee at a school to a student enrolled at that school, R.S. 17:81(Q).
22. Teaching regarding the state's safe haven relinquishments law, R.S. 17:81(R).
23. Inspection and operation of fire safety and prevention equipment, R.S. 17:81(S).
24. Teaching regarding dating violence, R.S. 17:81(T).

La. R.S. 17:3996 – Charter School Exemptions (continued)

25. Reporting by a school bus operator employed by the governing authority of a public elementary or secondary school of his arrest for one or more of the specified offenses relative to operating a vehicle, R.S. 17:491.3.

26. School master plans for supporting student behavior and discipline, R.S. 17:252.

27. Data collection system, R.S. 17:3911.

28. Reporting by a school employee employed by the governing authority of a public elementary or secondary school of his arrest for one or more of the specified offenses relative to sexual morality affecting minors, R.S. 17:16, any of the crimes provided in R.S. 15:587.1, or any justified complaint of child abuse or neglect on file in the central registry pursuant to Article 615 of the Children's Code.

29. Seclusion and physical restraint of students with exceptionalities, R.S. 17:416.21.

30. Teaching regarding Internet and cell phone safety, R.S. 17:280.

31. Instruction on the Founding Principles of the United States of America in American history and civics courses, R.S. 17:265.

32. Procedures on bullying pursuant to R.S. 17:416.13.

33. School crisis management and response plans, R.S. 17:416.16.

C. A charter school established and operated in accordance with the provisions of this Chapter shall comply with state and federal laws and regulations otherwise applicable to public schools with respect to civil rights and individuals with disabilities.

D. Notwithstanding any state law, rule, or regulation to the contrary, the provisions of any collective bargaining agreement entered into by the local school board in whose jurisdiction the charter school is located shall apply to a charter school established and operated in accordance with the provisions of this Chapter and its approved charter and the school's officers and employees, except as otherwise provided for in the approved charter.

E. To graduate from a charter high school, pupils shall be able to demonstrate competency in the content of every course required for high school graduation. The state board shall provide by rule relative to a determination that such competencies have been acquired. In addition, any examination required by the state board or by law as a requirement for graduation from public high schools shall apply to pupils at charter high schools. Charter schools choosing to have their students demonstrate course competencies in a manner different from the traditional Carnegie unit approach where students take specific courses shall describe in their charter proposal how the school plans to work with the public higher education management boards regarding the acceptance by public institutions of higher education of such competencies.

F. Notwithstanding any other provision of law to the contrary, a charter school established and operated in accordance with the provisions of this Chapter shall be subject to appropriate financial audits in accordance with R.S. 24:513 et seq.

G. All charter schools established and operated in accordance with the provisions of this Chapter shall comply with the provisions of R.S. 39:1301 through 1315. Each Type 1, 3, 3B, and 4 charter school annually shall submit its budget to the local school board that approved its charter, and such board shall submit the charter school's budget to the state superintendent of education in accordance with the provisions of R.S. 17:88. Each Type 1B charter school annually shall submit its budget to its authorizer. Each Type 2 and Type 5 charter school annually shall submit its budget directly to the state superintendent of education.

La. R.S. 17:3996 – Charter School Exemptions (continued)

H. In addition to the requirements of Subsection G of this Section, the State Board of Elementary and Secondary Education shall adopt rules and regulations for prescribing forms and practices for budgeting, accounting, and financial reporting, both interim and annual, for Type 2 and Type 5 charter schools.

Coversheet

Charter Documents

Section:	IV. FAME Board Updates and Work Sessions
Item:	B. Charter Documents
Purpose:	FYI
Submitted by:	
Related Material:	Charter School Lease Agreement (2018_04_09 16_44_26 UTC).pdf Charter School Lease Agreement (Gentilly).pdf Charter Operating Agreement (2018_04_09 16_44_26 UTC).pdf Charter School Operating Agreement (Gentilly).pdf

ORLEANS PARISH SCHOOL BOARD CHARTER SCHOOL FACILITIES LEASE

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 John A. Brown, Sr., its President, duly authorized ("OPSB" or "Lessor"), located at 3520 General de Gaulle Drive, Suite 5055, New Orleans, Louisiana 70114 and French and Montessori Education, Inc., a Louisiana Non-profit Corporation (hereinafter "Charter Operator" or "Lessee"), herein represented by Erica Murray, its President, duly authorized, located at 428 Broadway St., New Orleans, LA 70118 on behalf of Audubon Charter School: Lower (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 Audubon School, located at 428 Broadway St., New Orleans, LA 70118; 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 beyond matters of general life safety, and OPSB makes no promise to alter, 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 and preserve any and all parts of the Premises.
- 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, 2017 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, 2017. 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 processes and procedures outlined in 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 of the first \$10,000 for all repairs, in accordance with OPSB Policy HD, *Charter School Facilities Maintenance*, and the OPSB Facility Procedures Handbook. 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. OPSB shall be responsible for payment of any amount over \$10,000, subject to the availability of funding, unless said repair is required due to inadequate or neglectful maintenance on the part of Lessee. Charter Operator shall be responsible for reporting the need for any urgent repairs that exceed \$10,000 to OPSB within twenty-four (24) hours of observation, and shall take all precautions to mitigate further damages. Failure to report and/or mitigate damages may result in OPSB seeking reimbursement from Lessee.
 - 6.2.3. OPSB shall approve any repairs that exceed \$10,000 prior to work commencing, in accordance with procedures set forth in the OPSB Facility Procedures Handbook.
- 6.3. **Alterations.** An alteration is work that involves the physical construction, alteration or improvement to the Premises.
 - 6.3.1. Lessee shall not make any temporary or permanent physical construction, alteration or improvement to the Premises without the full knowledge and formal, written consent of OPSB. Any such changes, alterations or installations initiated by Lessee, with Lessor's approval, shall be paid for by Lessee unless the Parties agree otherwise in writing. All facility alterations undertaken by Charter Operator shall be made in accordance with OPSB Policy HD and the OPSB Facility Procedures Handbook.
 - 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 all provisions of OPSB Policy HD, *Charter School Facilities Management*, OPSB Policy FJ, *Orleans Parish School Facilities Preservation Program*, 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.

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 30th 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:

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

Charter Board:

President
French and Montessori Education, Inc.
428 Broadway St.
New Orleans, LA 70118

With copy to:
Charter Board Counsel
Lee Reid
701 Poydras Street, Suite 4500
New Orleans, LA 70139

- 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.

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

ORLEANS PARISH SCHOOL BOARD

**FRENCH AND MONTESSORI
EDUCATION, INC.**


Signature

Print Name: John A. Brown Sr.

Title: President

Date: 8/4/2017


Signature

Print Name: Dr. Erica A. Murray

Title: Chairperson

Date: June 27, 2017

EXHIBIT "A"
PREMISES

BUILDING DESCRIPTION	ADDRESS
Main Building	428 Broadway St., New Orleans, LA 70118

**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 John A. Brown, Sr., its President, duly authorized ("OPSB" or "Lessor"), located at 3520 General de Gaulle Drive, Suite 5055, New Orleans, Louisiana 70114 and French and Montessori Education, Inc., a Louisiana Non-profit Corporation (hereinafter "Charter Operator" or "Lessee"), herein represented by Erica Murray, duly authorized, located at 428 Broadway Street, New Orleans, Louisiana 70118 on behalf of Audubon Gentilly (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 Gentilly Terrace School, located at 4720 Painters Street, New Orleans, LA 70122; 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 April 1, 2018 and terminate on June 30, 2048, 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 April 1, 2018. 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.
- 6.3. **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, which is \$6,154,000, as determined by OPSB. The fund shall be developed per the following schedule:
 - 7.1.11.1. 2.5%, or \$153,850, in reserves by June 30, 2018;
 - 7.1.11.2. 3%, or \$184,620, in reserves by June 30, 2019;
 - 7.1.11.3. 4%, or \$246,160, in reserves by June 30, 2020; and
 - 7.1.11.4. 5%, or \$307,700, in reserves by June 30, 2021.

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 30th 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:

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

Charter Board:

President
French and Montessori Education, Inc.
428 Broadway St.
New Orleans, LA 70118

With copy to:
Charter Board Counsel
428 Broadway St.
New Orleans, LA 70118

- 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.

EXHIBIT "A"
PREMISES

BUILDING DESCRIPTION	ADDRESS
Main Building	4720 Painters St., New Orleans, LA 70122
Modular	4720 Painters St., New Orleans, LA 70122

CHARTER SCHOOL AGREEMENT

BETWEEN

ORLEANS PARISH SCHOOL BOARD

AND

FRENCH AND MONTESSORI EDUCATION, INC.

**TYPE 3 CHARTER SCHOOL OPERATING AGREEMENT BETWEEN
FRENCH AND MONTESSORI EDUCATION, INC.
AND THE ORLEANS PARISH SCHOOL BOARD**

This Charter School Operating Agreement (“Operating Agreement” or “Agreement”) is entered into by and between the ORLEANS PARISH SCHOOL BOARD, a political subdivision of the State of Louisiana, herein represented by John Brown Sr., its President, duly authorized (“Authorizer” or “OPSB”), located at 3520 General de Gaulle Drive, Suite 5055, New Orleans, Louisiana 70114 and French and Montessori Education, Inc., a Louisiana Non-profit Corporation (hereinafter “Charter Operator”), herein represented by Derek D. Bardell, duly authorized, located at 428 Broadway Street, New Orleans, LA 70118, on behalf of Audubon Charter School (hereinafter “Charter School”). Authorizer and Charter Operator are each referred to singularly as “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the “Charter School Demonstration Programs Law,” La. R.S. § 17:3971 et seq., authorizes the creation of innovative kinds of independent public schools for students; and

WHEREAS, the Louisiana Legislature has stated its intention that the best interests of at-risk students shall be the overriding consideration in implementing the provisions of the “Charter School Demonstration Programs Law;” and

WHEREAS, effective January 1, 2006, OPSB granted Charter School its original “Type 3” charter, and voted to renew said charter on January 18, 2011; and

WHEREAS, on December 13, 2016, pursuant to La. R.S. § 17:10.7.1, the OPSB Superintendent (hereinafter “Superintendent”) submitted a recommendation to OPSB that Charter School’s charter be renewed; and

WHEREAS, pursuant to La. R.S. § 17:10.7.1, the Superintendent may implement any such recommendation unless rejected by a two-thirds vote of the full membership of the OPSB no later than the first board meeting held after the meeting during which the recommendation was submitted,

WHEREAS, the OPSB did not reject the recommendation by a two-thirds vote prior to or during the first board meeting held after submission of the recommendation;

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained herein, the Parties agree as follows:

I. Establishment of School

1.1 Parties.

- 1.1.1 The person authorized to sign on behalf of OPSB is the President of the Orleans Parish School Board or, in the absence of the President, the Vice-President.
- 1.1.2 The person authorized to sign on behalf of Charter Operator is Derek D. Bardell (the “Charter Representative”), who shall be an Officer of Charter Board.

1.2 **Charter.** Charter Operator shall operate a public charter school (the “Charter School”) in Orleans Parish in accordance with this Operating Agreement and all applicable federal, state, and local laws, regulations, and policies. This Operating Agreement shall constitute Charter Operator’s charter (the “Charter”) and shall be binding on Charter Operator, Charter School, and OPSB.

1.3 **LEA Status.** Pursuant to La. R.S. §17:10.7.1, and in accordance with BESE Bulletin 126 and OPSB Policy HAC, *Local Education Agency Status*, a type 1, 3, or 3B charter school under OPSB’s jurisdiction may be its own Local Education Agency (“LEA”) for funding purposes and statutory definitions. Charter Schools’ LEA Status and any requirements and obligations of said status shall be reflected in Appendix C, *School-Specific Terms*, and, where applicable, an OPSB LEA Agreement. In the event this Operating Agreement conflicts with the terms of an LEA Agreement between the Parties, the terms of the LEA Agreement shall govern.

1.4 **Effective Date and Term.** The term of this Operating Agreement shall be 10 years, commencing on July 1, 2017, and expiring on June 30, 2027, unless terminated or extended pursuant to the terms hereof.

1.5 **Incorporation by Reference.** The following documents shall be incorporated herein by reference: Initial Charter School Application and Renewal Application, if applicable; Charter Operator’s Articles of Incorporation; Management Organization Contract, in accordance with Section 9.8 of this Agreement, if applicable; OPSB Policy Section H, *Charter Schools*; and OPSB Charter School Performance Framework.

1.6 **Appendices.** The following documents are attached hereto as appendices and shall be part of this Agreement: Appendix A, Resolution by Charter Operator’s Board of Directors authorizing the Charter Representative to sign this Operating Agreement; Appendix B, *Privacy Compliance*; Appendix C, *School-Specific Terms*, and Appendix D, *Retirement System Election*.

1.7 **Board of Directors of Nonprofit Corporation.** Charter Operator’s Board of Directors shall have final authority and responsibility for the academic, financial, and organizational performance of the School, and for the fulfillment of this Operating Agreement.

1.7.1 Charter Operator’s Board of Directors shall operate in accordance with adopted by-laws.

1.7.2 Charter Operator’s Board of Directors shall meet the member composition requirements of state law and OPSB Policy HA, *School Board Chartering Authority*.

- 1.7.3 Charter Operator shall at all times maintain itself as a Louisiana non-profit corporation and hereby certifies that all contracts obligating Charter Operator have been and shall be undertaken as such. Failure to maintain its non-profit status and to act strictly as such shall be grounds for immediate termination of the Operating Agreement. Copies of all applications related to its seeking or maintaining 501(c)(3) status shall be provided to the Authorizer.
- 1.7.4 In accordance with La. R.S. § 17:3996, Charter Operator shall be subject to Louisiana Open Meetings Law (La. R.S. § 42:11, et seq., Public Records Law (La. R.S. § 44:1, et seq.), Code of Governmental Ethics (La. R.S. § 42:1101, et seq.), and Public Bid Laws for the erection, construction, alteration, improvement or repair of a public facility or immovable property, pursuant to Part II of Chapter 10 of Title 38 of the Louisiana Revised Statutes, and any other Louisiana law applicable to charter school governing boards.

1.8 Location and Facility.

- 1.8.1 Charter School is located at 428 Broadway Street, New Orleans, Louisiana 70118, and 1111 Milan Street, New Orleans, Louisiana 70115. Charter Operator may move the location(s) of Charter School only after obtaining approval from OPSB in accordance with OPSB Policy HAA.
- 1.8.2 **OPSB Facility.** OPSB has sole discretion regarding the assignment of school facilities under its control. If the school is located at an OPSB-controlled site, the use of such site shall be subject to and governed by a Facilities Lease between the Parties and by OPSB policies relative to school assignments.
- 1.8.3 **Non-OPSB Facility.** Charter School may occupy a non-OPSB-controlled facility. The non-OPSB facility shall be located within the geographic boundaries of Orleans Parish. The facility shall be inspected and approved by OPSB, in accordance with the OPSB Facility Procedures Handbook, prior to the effective date of this Agreement and shall remain at all times subject to OPSB monitoring for compliance with this Operating Agreement and applicable laws and regulations relating to health and safety.
- 1.8.4 **Maintenance.** Charter Operator shall be subject to all rules and procedures set forth in the Facilities Lease, if applicable, OPSB Policy HD, *Charter Schools Facilities Management*, and the OPSB Facilities Procedures Handbook with respect to facility maintenance, and shall comply with all applicable local, state, and federal laws and codes regarding school facility maintenance and upkeep.
- 1.9 **Operational Autonomy.** Pursuant to La. R.S. § 17:10.7.1, and in order to ensure the appropriate level of autonomy to enable educators to successfully prepare students for success in college and career, the local school board shall not impede the operational autonomy of a charter school under its jurisdiction in the areas of school programming, instruction, curriculum, materials and texts, yearly school calendars and daily schedules, hiring and firing of personnel, employee performance management and evaluation, terms and conditions of employment, teacher or administrator certification, salaries and benefits, retirement, collective bargaining, budgeting,

purchasing, procurement, and contracting for services other than capital repairs and facilities construction.

II. Educational Program

- 2.1 Charter Operator shall have control over and responsibility for delivery of the Educational Program and attainment of the academic performance standards as set forth in OPSB Policy HB, *Charter School Evaluation*, and the OPSB Charter School Performance Framework. “Educational Program” means content and delivery related to student learning including, but not limited to, course curricula, course content and testing, instructional methods, instructional materials such as textbooks and online instructional materials, professional development, and course schedules.
- 2.2 Charter Operator shall have discretion to modify, amend, adapt and otherwise change the Educational Program as it deems necessary to achieve the academic performance standards subject to the following limitations:
 - 2.2.1 Charter School shall be subject to and comply with all applicable requirements related to the state assessment and accountability system for public schools, pursuant to La. R.S. §§ 17:3996(A)(17) and 17:3996(B)(17-18).
 - 2.2.2 Any changes to the school-specific elements identified in Appendix C, *School-Specific Terms*, shall constitute Material Amendments to the Operating Agreement, as defined in OPSB Policy HAA, *Charter School Operating Agreement*, and are subject to OPSB Policy HAA.
- 2.3 **School Performance.** Authorizer shall evaluate Charter School’s performance for purposes of contract extension, renewal, and revocation decisions, and other evaluations of performance, in conformity with the standards set out in the OPSB Charter School Performance Framework and OPSB Policies HAB, HB, and HC. An annual review of Charter School’s performance shall be conducted based on performance standards established by Authorizer. Charter Operator acknowledges that the performance standards set forth in the Performance Framework are subject to change throughout the term of the Operating Agreement and agrees that Charter School is to be evaluated by standards in effect at the time of evaluation. Authorizer shall provide Charter School reasonable advance notice, in writing, of any proposed changes to the performance standards, engage with Charter School on such changes, and provide Charter School an opportunity to provide feedback thereto prior to presentation to OPSB for approval.
 - 2.3.1 **Mid-Term Review.** Charter School shall be subject to Mid-Term Review at the conclusion of the 2021 – 2022 school year, the 5th year of this Operating Agreement, in accordance with La. R.S. § 17:3992 and OPSB Policy HAB, *Charter School Renewal and Extensions*. Termination of this Operating Agreement at Charter School’s Mid-Term Review shall only

be for reasons permitted by La. R.S. § 17:3992, OPSB Policy HC, *Charter School Monitoring, Intervention and Closure*, and/or Section 7.3 of this Operating Agreement.

2.4 Pupil Progression Plan. Charter School shall adopt a Pupil Progression Plan consistent with Louisiana Board of Elementary and Secondary Education Bulletins 1566, 741 and 1706, and parish-wide enrollment system procedures, which shall not affect Charter School's programming autonomy as provided by La. R.S. § 17:10.7.1(G)(1). Except as otherwise provided in the LEA Agreement, Charter School shall annually submit a copy of the Pupil Progression Plan to OPSB, along with a summary of changes, if any, in accordance with the timeline established in the Reporting Calendar, as specified in Section 5.2 of this Agreement.

2.5 Students with Disabilities.

2.5.1 Charter Operator shall comply with all applicable requirements of federal and state law and regulations concerning the education of students with disabilities, including, but not limited to the requirements of the Individuals with Disabilities Education Act (20 U.S.C. 1401 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and state law and regulations (La. R.S. § 17:1941 et seq.).

2.5.2 Special education services, related services, and accommodations for students who are eligible under the Individuals with Disabilities Education Act ("IDEA"), Section 504 of the Rehabilitation Act of 1973 ("Section 504"), the Americans with Disabilities Act ("ADA"), or any applicable provisions of state law, shall be provided as follows:

2.5.2.1 Charter School shall have an educational model for the delivery of special education services and/or accommodations for students with disabilities that complies with federal and state law and regulations.

2.5.2.2 Charter School shall have a special education coordinator who shall be responsible for monitoring individual case management of all students with disabilities, arranging the provision of services and/or accommodations required by their Individualized Education Program ("IEP") and/or 504 Plan, and ensuring Charter School is complying with all obligations regarding students with disabilities. Charter School shall maintain documentation of its compliance with legal requirements regarding students with disabilities.

2.5.2.3 Charter Operator shall indemnify OPSB for any and all expenses imposed on OPSB, including attorney fees, and/or financial penalties imposed by state and/or federal authorities or legal judgments, arising out of actions or omissions of Charter School relating to compliance with legal requirements regarding students with disabilities.

2.5.2.4 OPSB shall indemnify Charter Operator for any and all expenses imposed on Charter Operator, including attorney fees, and/or financial penalties imposed by state and/or federal authorities or legal judgments, arising out of actions or omissions of OPSB relating to compliance with legal requirements regarding students with disabilities.

2.5.2.5 Charter Operator shall promptly report to OPSB any lawsuits, due process requests or complaints relating to the IDEA, Section 504, the ADA, or state law and regulations regarding students with disabilities lodged with any and all state or federal agencies.

2.6 **Gifted and Talented.** Should Charter Operator choose to conduct evaluations and provide related services for gifted and/or talented students, it shall do so in accordance with all applicable state law and regulations.

2.7 **English Learners.** Charter Operator shall be responsible for ensuring compliance with all state and federal laws and regulations applicable to the education of English Learners, including but not limited to the Every Student Succeeds Act (ESSA), Title VI of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act of 1974 (EEOA).

III. Charter School Administration and Operation

3.1 Recruitment, Admissions, Enrollment and Retention.

3.1.1 Charter School is approved to enroll students in the grades indicated in Appendix C *School-Specific Terms*. Pursuant to La. R.S. § 17:10.7.1(E)(7), Charter School shall enroll students, in any given year, according to enrollment projections and targets cooperatively established with Charter School, and may be required to enroll additional or fewer students throughout the school year as necessary.

3.1.2 Charter School is prohibited from establishing requirements related to admissions, readmissions, or enrollment/registration unless Charter School is authorized to do so pursuant to La. R.S. § 17:3991, and OPSB Policy HA, and such admissions requirements are in compliance with state law and specifically identified in Appendix C, *School Specific Terms*.

3.1.3 Student recruitment, admissions, enrollment and retention decisions shall be made in a nondiscriminatory manner and without regard to race, color, creed, ethnicity, national origin, gender, sexual orientation, gender identification or expression, marital status, religion, ancestry, disability, income level, athletic ability, proficiency in the English language, or need for special education services, except as permitted by state law, OPSB Policy or this Agreement.

3.1.4 Charter School shall participate in the parish-wide enrollment system and student expulsion process approved by OPSB, and shall adhere to all policies and procedures of such systems.

3.2 Parent / Guardian Communications.

3.2.1 **Website.** Charter School shall maintain a website that complies with the minimum applicable requirements of federal, state, and local laws and regulations.

3.2.2 Student Handbook. Charter School shall develop and implement a Student Handbook, and shall disseminate the Student Handbook to students and/or parents or guardians each school year. The Student Handbook shall include, but not be limited to Charter School's Student Code of Conduct, Complaint Policy, and Discipline Management Plan, each of which shall be in compliance with applicable federal and state laws, and BESE regulations. Charter School's Student Handbook shall be submitted to OPSB and posted to Charter School's website in accordance with timelines and procedures established by OPSB. Charter School may be evaluated based on compliance with the provisions of Charter School's Student Handbook.

3.2.3 Complaint Policy. Charter School shall implement and maintain a complaint policy to receive and handle complaints brought against Charter School and/or Charter Operator. The Complaint Policy shall be included in Charter School's Student Handbook. The complaints process implemented by Charter School shall be consistent with applicable law and due process.

3.2.3.1 OPSB shall implement and maintain a complaint process that ensures that complaints are directed to Charter School for resolution in accordance with Charter School's complaint policy prior to being considered by OPSB. In the event that a complaint is subsequently submitted to OPSB, OPSB may request and Charter School shall provide information regarding Charter School's actions in responding to such complaints.

3.2.3.2 To the extent that complaints received by OPSB about Charter School may trigger corrective action, pursuant to Section 5.1 of this Agreement, including revocation or non-renewal of this Operating Agreement, OPSB may monitor Charter School's handling of such complaints. In such cases, OPSB may request, and Charter School shall provide, information regarding Charter School's actions in responding to such complaints.

3.3 Non-Retaliation. Charter School shall not retaliate in any manner against an employee, parent or legal guardian, or student who raises a suspected violation of law, cooperates in inquiries or investigations, or identifies potential violations to Charter School, Charter Operator, OPSB, the Louisiana Legislative Auditor and/or Board of Ethics, or any other appropriate governmental agency.

3.4 Transportation. Charter Operator shall be responsible for ensuring the provision of free and adequate transportation to all students residing in Orleans Parish more than one mile from the school's physical location, in accordance with applicable state law and OPSB Policy Section HA, and consistent with applicable federal law. Any transportation service agreements with third parties shall be entered into directly between Charter Operator or Charter School and its transportation provider. OPSB shall not be a party to any such agreements.

3.4.1 In accordance with OPSB Policy HA, transportation shall include, at a minimum:

3.4.1.1 Whatever transportation is necessary to implement any IEP for a child with an identified exceptionality, without regard to how far the child resides from the School;

- 3.4.1.2 Free transportation by a vehicle approved for student transportation, in accordance with the provisions of BESE Bulletin 119, for students enrolled in grade six (6) or below who reside more than one mile from Charter School, except as otherwise provided in OPSB Policy HA(10)(C)(2) for charter schools with academic admissions requirements; and
- 3.4.1.3 Free transportation, free public transportation payments and/or reimbursements for students enrolled in grade seven (7) or above who reside more than one mile from the school.
- 3.5 **Emergency Preparedness.** Charter School shall annually submit to OPSB an emergency preparedness plan for natural disasters and threats of violence to students, staff and faculty in accordance with timelines established in the Reporting Calendar, as specified in Section 5.2 of this Agreement.

IV. School Finance

- 4.1 Charter Operator shall control and be solely responsible for the sound financial management and performance of Charter Operator and Charter School.
- 4.2 **School Funding and Eligibility.** Charter School shall receive a per pupil amount each year in accordance with La. R.S. §§ 17:10.7.1 and 17:3995 (“MFP Funds”) and OPSB policies established in accordance therewith. Funds from OPSB shall be distributed to Charter School monthly, on or before the 25th day of each month.
 - 4.2.1 The provisions of La. R.S. § 17:3995 that permit the calculation of the MFP Funds for charter schools to exclude any portion of local revenues specifically dedicated to capital outlay or debt service, shall apply to Charter School’s funds only to the extent that Charter School students are housed in an OPSB-controlled facility.
- 4.3 In addition to the above, pursuant to La. R.S. §17:3995(C), and subject to the limitations of this section, Charter Operator shall be eligible to receive any state and federal funds for which it or its pupils qualify.
- 4.4 **OPSB Withholding.** OPSB may withhold an administrative fee of up to 2% of MFP Funds, in accordance with La. R.S. § 17:3995(A)(4). If Charter School is its own LEA, this withholding shall be inclusive of any MFP Funds withheld by the Louisiana Department of Education from OPSB in accordance with such LEA designation, as permitted by La. R.S. § 17:3995(A)(4)(a)(ii).
 - 4.4.1 Should the State Legislature change the amount of the administrative fee, OPSB may withhold the maximum administrative fee permitted by law, which may be implemented in equal increments over a three-year period.
 - 4.4.2 On or before June 1st of each calendar year, OPSB shall provide Charter Operator a projected budget with line item details of anticipated administrative costs that shall be funded by the administrative fee. An itemized accounting shall be provided by OPSB to Charter School at

the end of each fiscal year in accordance with state law (currently La. R.S. § 17:3995(A)(4)(c)).

- 4.4.3 Should an itemized accounting provided by OPSB pursuant to Section 4.4.2 demonstrate that OPSB has not utilized the entire administrative fee in the previous year, OPSB may reimburse Charter Operator the unused amounts and/or lower the percentage to be withheld for the following fiscal year.
- 4.5 **Qualified and Competent Business Professional.** Charter Operator shall retain a Qualified and Competent Business Professional who meets or exceeds the minimum requirements and qualifications specified by state law and regulations, including but not limited to BESE Bulletin 1929, the *Louisiana Accounting and Uniform Governmental Handbook*, to produce all financial and accounting information and reporting required by this Agreement, state law, and BESE policy and regulation, except the required annual audit, which shall be performed by a Louisiana licensed Certified Public Accountant.
- 4.6 **Charter Operator Financial Obligations.** Unless otherwise provided for in an LEA Agreement, Charter Operator shall be responsible for meeting all financial obligations under this Operating Agreement and applicable federal and state law, including but not limited to the provision of transportation, English-language learners (ELL) services and services and/or accommodations for students with disabilities, with the funds received in accordance with Section 4.2 of this Operating Agreement and any other federal, state, or local funds available to Charter Operator for these purposes. Nothing in this Operating Agreement shall obligate OPSB to provide Charter Operator with any funds not referenced in Section 4.2 herein, and in no instance shall OPSB be obligated to subsidize the cost of Charter Operator's financial obligations beyond the federal, state, or local funding allocated to Charter Operator for such obligations.
- 4.7 **School Tuition and Fees.** Charter School shall not charge any student tuition, except pre-kindergarten tuition, in accordance with OPSB Policy HA. Charter School shall not charge a fine of any kind, or an attendance fee for any regular course offering or credit-bearing course (including electives), except as otherwise provided by state or federal law. Any fee that is otherwise permitted by law shall be subject to a waiver process created by Charter School that considers individual family circumstances. Charter School shall not condition student enrollment, registration, earning of credit, or receipt of grades on the payment or nonpayment of fees.
 - 4.7.1 Charter School shall maintain an updated fee schedule on its website, which schedule shall specify which fees are mandatory and which fees are optional.
- 4.8 **Non-appropriation.** The continuation of this Operating Agreement is contingent upon a legislative appropriation or allocation and distribution of the Minimum Foundation Program formula funds. If the legislature fails to appropriate these funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, and the effect of such reduction is to provide insufficient monies for OPSB to satisfy its obligations

under this Operating Agreement, OPSB may terminate the Operating Agreement on the date of the beginning of the first fiscal year for which funds are not appropriated. No liability shall accrue to OPSB in the event this provision is exercised. OPSB shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

- 4.9 **Charter Operator Debt.** Pursuant to La. R.S. § 17:3993, Charter Operator and Charter School are solely responsible for all debt they incur, and OPSB shall not be contractually bound to any creditor on behalf of the Charter Operator or Charter School.
- 4.10 **Regulated Funds.** For any grant funds for which OPSB serves as fiscal agent for which there are associated regulatory requirements, Charter Operator shall comply in full with any corrective action plans or remedies required by OPSB or the granting entity.
- 4.11 **Shared Services.** Consistent with La. R.S. § 17:3995(A)(4)(b), the Parties may enter into a separate shared services agreement (“Shared Services Agreement”) or agreements for the direct purchase of specific services, which are separate and apart from any administrative actions performed by OPSB and covered by the administrative fee set forth in La. R.S. § 17:3995(A)(4)(a)(i). Such services shall be provided to Charter School at the actual costs incurred by OPSB, including the costs of administration of such services.

V. Transparency and Accountability

- 5.1 **Oversight Authority.** Pursuant to La. R.S. § 17:10.7.1, OPSB has authority to monitor and require corrective actions by Charter School, in accordance with state law and OPSB Policy Section HC.
- 5.2 **Charter School Reporting Requirements.** On or before July 1 each year, OPSB shall provide Charter School with a Charter School Reporting Calendar (“Reporting Calendar”), as well as related report templates, where applicable, for all reports necessary for receipt by OPSB. OPSB shall endeavor to make the Reporting Calendar complete and shall notify Charter School promptly of any changes to the Reporting Calendar and/or templates. Charter School shall be responsible for submitting timely and complete reports to OPSB in accordance with the Louisiana Department of Education’s Charter School Fiscal Oversight Policy, the Reporting Calendar, Charter School’s LEA Status Agreement, and all applicable state and federal laws and policies.
- 5.3 **Student Data.**
 - 5.3.1 Pursuant to La. R.S. § 17:3914(F)(1), this Agreement shall be considered a contract between the Charter Operator and OPSB for student and education services, including, but not limited to educational and related services provided by the Charter School and citywide and oversight services provided by OPSB. Accordingly, Charter School and OPSB agree to share student information for such purposes. The Parties’ use and possession of student data is in accordance with La. R.S. § 17:3914(F)(1). The Parties shall each comply with all federal,

state, and local laws and policies related to ensuring the privacy, security, and confidentiality of such student data, including but not limited to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C.A. 1232g, and La. R.S. §§ 17:3913 and 17:3914.

5.3.1.1 The Parties agree that the exchange and sharing of student personally identifiable information, between each party, or with any other third party, shall be conducted in accordance with Appendix B, *Privacy Compliance*, and all federal and state laws and regulations related to ensuring the privacy, security, and confidentiality of such student data, including but not limited to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C.A. 1232g, and La. R.S. §§ 17:3913 and 17:3914.

5.3.2 If Charter School is authorized to conduct a selective admissions process, pursuant to Appendix C, *School Specific Terms*, it shall make available to OPSB for its records and review such demographic information as it collects related to its applicant pool and its admission results.

5.4 Production of Data.

5.4.1 Charter Operator shall produce all data, records, documentation and information requested by OPSB within three (3) business days of a request or other time period agreed to by the Parties, in accordance with Section 5.3.1.1 of this Agreement. Such request shall provide reasonable specificity regarding the data, records, documentation or information being sought. The production of documents requested pursuant to this provision shall be distinguished from requests for documents made during site visits as set forth in Section 5.12 herein.

5.4.2 Charter Operator shall not withhold requested data, records, or documentation from OPSB except to the extent afforded confidentiality or privilege under applicable law.

5.5 **Transfer of Records.** Charter Operator shall provide for the transfer of the education records in accordance with the provisions of La. R.S. §17:112, including special education records, of any student who was enrolled at the school upon the written request of any authorized person on behalf of an educational facility within or outside of the state of Louisiana, where the student has become enrolled or is seeking enrollment.

5.6 Meetings.

5.6.1 **Charter Board Meetings.** Charter Operator's Board of Directors shall comply with all applicable provisions of the Louisiana Open Meetings Laws, including with regard to the scheduling of Charter Board meetings, meeting agendas, public notice of meetings, records of those meetings, and the posting of information on its website.

5.6.1.1 Charter Operator shall annually provide to OPSB a written schedule of meetings of its Board of Directors for that school year according to the timeline established in the Reporting Calendar, and Charter Operator shall notify OPSB promptly of any modifications to such schedule.

5.6.1.2 Charter Operator shall provide all public documents and reports related to Charter School operations to OPSB, as reasonably requested by OPSB, with the exception of any documents that are privileged, confidential, or provided in executive session.

5.6.2 **Training Sessions and Meetings.** Charter School's representative(s) shall attend all training sessions mandated by Authorizer, the State Board of Elementary and Secondary Education, and the State and Federal Departments of Education.

5.6.2.1 OPSB shall annually provide Charter School a schedule of regularly scheduled and reasonably anticipated meetings and training sessions at which Charter School's attendance shall be required. Any meetings or training sessions not provided for on the annual schedule shall be reasonably noticed.

5.7 **Test Monitoring.**

5.7.1 OPSB may, without advance notice and at its sole discretion, assign test monitors for assessments required by the state and district accountability systems. Such test monitors shall be granted access to the facility, classrooms, and testing materials, as permitted by state law and regulations and in accordance with written procedures provided to Charter School by OPSB. Such monitors shall not disrupt the Charter School's testing environment nor distract students.

5.7.2 For tests required by state and district accountability systems, Charter School shall provide for independent test monitoring from a third-party entity approved by OPSB in accordance with OPSB Policy HA.

5.8 **Financial Reports.** Charter Operator shall prepare and deliver the following reports to Authorizer in accordance with the procedures and timelines established in the Reporting Calendar specified in Section 5.2 of this Agreement:

5.8.1 An independently audited financial report for Charter Operator, to be conducted annually by a certified public accountant in accordance with the provisions La. R.S. §§ 24:513 *et seq.* and 17:3996(F), and the standards set forth in the OPSB Financial and Organizational Performance Frameworks. The costs of such audit shall be borne by Charter Operator;

5.8.2 Quarterly Financial Statements consistent with the Reporting Calendar and the Louisiana Department of Education's Charter School Fiscal Oversight Policy and the Reporting Calendar, as applicable;

5.8.3 Charter School's annual operating budget; and

5.8.4 Any other financial and/or operational reports relating to Charter School that may be required under applicable state law or regulations, by the Louisiana Department of Education, or as shall be reasonably required by Authorizer.

5.9 **Enrollment Information.** Charter School shall submit projected, current, and final student enrollment and attendance information in accordance with reporting requirements from the Louisiana Department of Education and the parish-wide enrollment process.

- 5.10 External Reporting.** Charter School shall be responsible for additional reporting as required for compliance with state, federal and other external reporting requirements. Charter School shall submit a copy of any reports submitted under this section to OPSB upon request.
- 5.11 Inspection.** All financial records of Charter School pertaining to the management and operation of the School are subject to inspection and production, upon reasonable notice, as required for fulfillment of OPSB's fiduciary responsibilities and as part of the charter school monitoring process for financial performance.
- 5.12 Site Visits.** Charter School shall permit Authorizer and representatives of Authorizer to visit the school site, at Authorizer's discretion and at any time, to inspect operations and performance and to ensure compliance with all applicable laws and regulations, the terms of this Agreement, and the terms of state and federal grants. Authorizer shall endeavor to provide prior notice of such visits as is reasonably practicable. When such notice is not reasonably practicable, Authorizer shall provide Charter School with written reasons after such site visit, upon request. During such site visits, the Charter Operator shall allow the visiting officials full and immediate access to its on-site financial and educational records, reports, files, and documents of any kind on site, whether in electronic form or hard copy, except to the extent that such records are afforded privilege under applicable law.
- 5.13 Assets.** Charter School shall take all necessary precautions to safeguard assets acquired, in whole or in part, with public funds.
- 5.13.1** If the Charter is revoked, non-renewed, surrendered, or otherwise terminated:
- 5.13.1.1** Any assets acquired in whole or in part with public funds shall be deemed to be the property of OPSB; and
- 5.13.1.2** Any assets acquired wholly with private funds shall be disposed of, or otherwise managed, by Charter Operator consistent with Louisiana law.
- 5.13.2** If Charter Operator's records fail to establish whether an asset was acquired with the use of private funds, the assets shall be deemed to be the property of OPSB.
- 5.14 Notification.**
- 5.14.1** Charter Operator shall notify Authorizer in a timely manner of any conditions that shall cause Charter Operator to violate the terms of this Operating Agreement, state or federal law or regulations, or OPSB Policy.
- 5.14.2** Charter Operator shall notify OPSB immediately of any circumstance requiring the temporary or permanent closure of Charter School.
- 5.14.3** Charter Operator shall notify OPSB, within 1 business day of becoming aware, of the arrest of any members of Charter Board or Charter School's employees, contractors, subcontractors, or any person directly or indirectly employed by Charter Operator for a crime listed in La. R.S. § 15:587(1)(C) or any crime related to the misappropriation of funds or theft.

- 5.14.4 Charter Operator shall notify OPSB of its default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more, unless Charter Operator has disputed the obligation and such dispute is being resolved in good faith.
- 5.14.5 Charter Operator shall notify OPSB of any change to the Charter Board of directors, its signing authority, its corporate legal status, or any change in its standing with the Louisiana Secretary of State's Office, according to the requirements of OPSB Policy HA.
- 5.14.6 If Charter Operator has contracted with a management organization, pursuant to Section 9.8 of this Agreement, and such contract is terminated or not renewed, it shall provide written notification to OPSB within two (2) business days stating the reasons for the termination of the relationship.
- 5.14.7 Charter Operator shall notify OPSB of any change to its Certified Public Accountant or its Qualified Business Professional within thirty (30) days.
- 5.14.8 Charter Operator shall notify OPSB immediately if at any time Charter Operator or Charter School receives notice that either Charter Operator or Charter School and OPSB are parties to a legal action concerning Charter School.
- 5.14.9 Authorizer shall notify Charter Operator immediately of any formal complaints received by Authorizer about Charter Operator and/or Charter School or its operation, including but not limited to complaints filed with the Louisiana Department of Education, the Office for Civil Rights, Louisiana Commission on Human Rights, and Equal Employment Opportunity Commission, and/or complaints lodged by any party with Authorizer.
- 5.14.10 Charter Operator shall notify Authorizer immediately of any formal complaints concerning Charter School received by Charter Operator or Charter School from a government agency or office, including but not limited to complaints filed with the Louisiana Department of Education, the Office for Civil Rights, Louisiana Commission on Human Rights, and Equal Employment Opportunity Commission.
- 5.14.11 Authorizer shall notify Charter Operator and Charter School, in writing, of any proposed changes to the Performance Framework or OPSB policies affecting Charter School, Charter Operator, or any obligations under this Agreement. Authorizer shall engage with Charter School on such changes, and provide Charter School an opportunity to present feedback thereto prior to presentation to OPSB for approval.
- 5.14.12 Authorizer shall notify Charter School if Authorizer determines that Charter School's response to any request for information or information provided in an attempt to satisfy any reporting obligations under this Operating Agreement is insufficient or inaccurate. Charter School shall provide supplemental information to satisfy its reporting obligations within five (5) business days of request or as soon as practicable.

VI. Personnel.

- 6.1 **Employment Matters.** In compliance with state law, Charter Operator shall employ necessary personnel. It shall implement a personnel policy that addresses such issues as hiring of personnel, terms of employment, and compensation. The parties agree that teachers and other staff employed by Charter Operator are not employees of OPSB, and that Superintendent and OPSB staff are not employees of Charter Operator.
- 6.2 **Collective Bargaining.** The provisions of any collective bargaining agreement entered into by OPSB shall not apply to Charter Operator. The provisions of any collective bargaining agreement entered into by Charter Operator shall not apply to OPSB.
- 6.3 **Qualified Staff.** Charter School shall employ or otherwise utilize only those individuals who are qualified in accordance with applicable federal and state law, rules, and regulations.
- 6.4 **Evaluations.** Charter School shall comply with all state mandated requirements for personnel evaluations.
- 6.5 **Criminal History Review.** Charter Operator shall adhere to all applicable federal, state, and local laws, regulations, and policies concerning criminal history review of board members, employees and subcontractors, as well as persons associated with Charter School who are engaged in direct processing of Charter School funds. All costs associated with the criminal history review shall be the responsibility of Charter Operator, although Charter Operator may assign the responsibility to pay for those costs to those persons undergoing the criminal history review.

VII. Charter Renewal, Revocation/Termination and Closure

- 7.1 **Renewal.** Upon application by Charter Operator, Charter School shall be considered for renewal prior to the expiration of this Operating Agreement, according to the procedures established in OPSB Policy HAB, *Charter School Renewal and Extensions*, pursuant to La. R.S. §§ 17:10.7.1 and 17:3992, as applicable.
- 7.2 **Revocation.**
 - 7.2.1 Pursuant to La. R.S. § 17:3992(C), OPSB may revoke the Charter at any time, in accordance with La. R.S. § 17:10.7.1 and the procedures set forth in OPSB Policy HC upon a determination that Charter School or its board members, officers or employees did any of the following in connection with the operation of Charter School:
 - 7.2.1.1 Committed a material violation of this Operating Agreement;
 - 7.2.1.2 Failed to meet or pursue within the agreed timelines the academic and other educational results specified in this Operating Agreement;
 - 7.2.1.3 Failed to meet generally accepted accounting standards of fiscal management;

- 7.2.1.4 Committed an egregious and/or consistent violation of federal, state or local laws or OPSB policies;
- 7.2.1.5 Grossly mismanaged public funds;
- 7.2.1.6 Committed financial malfeasance;
- 7.2.1.7 Failed to retain and maintain adequate facilities;
- 7.2.1.8 Failed to sustain student enrollment sufficient to meet financial obligations; or
- 7.2.1.9 Failed to open Charter School within twenty-four months after execution of this Operating Agreement, unless granted an extension by OPSB.
- 7.2.1.10 Failed to timely execute an LEA Agreement mutually agreed to with OPSB at any time during the charter term, where Charter School is a part of OPSB's LEA
- 7.2.1.11 Failed to protect the health, safety, and/or welfare of students. In such a case, this Operating Agreement may be immediately suspended upon a determination that the health, safety, and/or welfare of students is threatened, in accordance with OPSB Policy HC.
- 7.2.2 In any instance where revocation or termination is deemed warranted by OPSB, the procedures required by OPSB Policy HC, pursuant to La. R.S. §§ 17:10.7.1 and 17:3992, shall be followed, which shall require, at a minimum: written notice of the reasons for the proposed revocation or termination and the opportunity for Charter Operator to respond at a School Board meeting prior to OPSB revoking this Operating Agreement..

7.3 School Closure.

- 7.3.1 In the event that Charter School should permanently cease operations for any reason, including termination of this Operating Agreement, surrender, revocation, non-renewal of the Charter, and where such cessation of operations will ultimately result in the dissolution of Charter Operator in accordance with La. R.S. § 12:250, *et seq.*, the following procedures shall apply:
 - 7.3.1.1 Charter Operator shall undertake a dissolution of Charter Operator in accordance with specific requirements and timelines set forth in La. R.S. § 12:250, *et seq.* OPSB shall become a claimant in such proceedings and shall receive all funds allocated to OPSB through this process.
- 7.3.2 In the event that Charter School should cease operations due to termination of this Operating Agreement, surrender, revocation, non-renewal of the Charter, and where such cessation of operations will not ultimately result in the dissolution of Charter Operator, the following procedure shall apply:
 - 7.3.2.1 Charter Operator will retain all property purchased solely with private funds.
 - 7.3.2.2 All other property of Charter School shall immediately become the property of OPSB upon termination of this Agreement.

- 7.3.3 Upon Charter Operator's receipt of written notice of termination, and throughout the period of Charter School operation between the notice of termination and school closure, if any, Charter Operator shall:
 - 7.3.3.1 comply with applicable provisions of this Agreement and federal and state law and perform all obligations necessary thereto,
 - 7.3.3.2 designate a representative of Charter School who shall retain responsibility for the security of and access to all Charter School records, including student records,
 - 7.3.3.3 preserve and secure Charter School records, including student records, and transfer such records to OPSB, as permitted by this Agreement and federal and state law;
 - 7.3.3.4 fully cooperate with OPSB, who shall have unrestricted and equal access to Charter School records, upon reasonable notice to Charter School, including student records during the period prior to the closure of Charter School, except to the extent that such records are afforded confidentiality or privilege under applicable law;
 - 7.3.3.5 assist in enrollment of students in appropriate schools; and
 - 7.3.3.6 manage all financial records consistent with OPSB's school closure requirements and procedures.
- 7.3.4 Upon taking possession of Charter School records, OPSB shall fulfill any and all statutory and contractual duties concerning Charter School records.
- 7.3.5 OPSB shall not be further obligated to pay any additional local funds to Charter Operator from the date of termination of this Operating Agreement.
- 7.3.6 Any public funds allocated to or for the operation of Charter School remaining in Charter Operator's possession after paying all debts, settlements, and obligations of Charter School shall be remitted to OPSB no later than thirty (30) days after payment. Any furniture and movable property purchased with public funds shall be delivered or made available to OPSB within sixty (60) days of the final day of school for students.
- 7.3.7 Pursuant to La. R.S. § 17:3993, OPSB shall not be liable for Charter School's unpaid debts.
- 7.4 **Emergency Closure.** In accordance with La. R.S. § 10.7.1, Charter School agrees to temporarily close, dismiss students, or evacuate in the event that the Superintendent requires it, due to credible threats of terror, or an official state of emergency is declared for the area in which any school under the board's jurisdiction is located.

VIII. Insurance and Surety

- 8.1 Charter Operator shall provide and maintain, or cause to be maintained, such insurance that shall protect Charter School from claims under Worker's Compensation Acts, including but not limited to the Louisiana Workers' Compensation Act, and any other claims for damages or personal injuries including death that may arise from operations under this Operating Agreement, whether such operation be by Charter School directly or by any contractor, subcontractor, or by

anyone directly or indirectly employed by either of them. Without limiting any obligations or liabilities of Charter Operator under this Operating Agreement, Charter Operator shall provide and maintain during the course of this Operating Agreement, at its sole cost and own expense, without reimbursement, minimum insurance coverage as follows:

- 8.1.1 Worker's Compensation: as required by state law with statutory limits and also minimum Employers Liability limits of \$1,000,000.
- 8.1.2 Commercial General Liability: \$1,000,000 per occurrence; \$2,000,000 general aggregate.
- 8.1.3 Business Automobile Insurance covering all owned, hired, and non-owned vehicles of Charter School: \$1,000,000 combined single limit.
- 8.1.4 Educators Legal Liability Insurance and Directors & Officers Insurance: \$1,000,000.00 per occurrence/annual aggregate, subject to a maximum deductible not to exceed \$100,000.00 per claim.
- 8.2 In the event that Charter School is located in a non-OPSB-controlled facility, Charter School shall obtain or cause to be obtained property insurance for buildings being used to fulfill the purposes of this Operating Agreement and any contents purchased by Charter School with state or federal funds. The property insurance obtained by Charter School shall provide OPSB with the ability to file a claim for any loss of property purchased with state or federal funds.
- 8.3 Charter Operator shall deposit duly executed certificates evidencing such types and limits of insurance (which shall evidence the insurer's waiver of subrogation of general liability, auto, and workers' compensation claims against OPSB and provide that notice of cancellation shall be provided to OPSB in accordance with policy provisions) 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.
- 8.4 All companies providing insurance required by this Agreement shall be licensed to do business in the State of Louisiana and shall meet the minimum financial security requirements as set forth herein. Companies providing insurance under this Agreement shall have a current A. M. Best's Rating not less than A- and an A.M. Best's Financial Size Category not less than VI.
- 8.5 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.
- 8.6 Charter Operator shall promptly report to OPSB any and all pending, reported, or written claims or charges that may trigger OPSB insurance coverages, 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.

IX. Contract Construction

- 9.1 **Entire Agreement.** The Parties intend this Operating Agreement, including all attachments and exhibits, to represent a final and complete expression of their agreement, which shall be considered the Agreement. The Parties recognize that amendments to this Agreement may be approved from time to time hereafter. The parties further recognize that amendments to this Agreement may be effective as set forth in paragraph 9.10.1 herein.
- 9.2 **Authority.** Each Party represents and warrants that they have full power and lawful authority to execute this Agreement and that the person executing this Agreement has been duly authorized to do so on behalf of such Party.
- 9.3 **Notice.** Any notice required or permitted under this Operating 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) business days after mailing when sent by certified mail, postage prepaid, or one (1) business day after being sent by commercial overnight courier, in each case to the following:

Orleans Parish School Board:
 Superintendent
 Orleans Parish School Board
 Suite 5055, 3520 General de Gaulle Dr.
 New Orleans, Louisiana 70114

Charter Operator:
 CEO/Principal
 Audubon Charter School
 428 Broadway Street
 New Orleans, Louisiana 70118

With copy to:

With copy to:

Board President
 3520 General de Gaulle Drive
 Suite 5055
 New Orleans, Louisiana 70114

Board President
 French and Montessori Education, Inc.
 428 Broadway Street
 New Orleans, Louisiana 70118

And copy to:

And copy to:

General Counsel
 3520 General de Gaulle Drive
 Suite 5055
 New Orleans, Louisiana 70114

Lee Reid, Adams and Reese, LLP
 701 Poydras Street
 Suite 4500
 New Orleans, LA 70139

- 9.3.1 Charter Operator shall provide written notification to OPSB of any changes in the identity of the School Leader, Board President, or Board Counsel to ensure that notifications are provided to the proper representatives during the term of the Operating Agreement.
- 9.4 **Dispute Resolution.** In the event of a dispute between Charter Operator and OPSB regarding the terms of this Operating Agreement or any other issue regarding the relationship between Charter Operator and OPSB, the Parties shall notify the other, in writing, of the specific disputed

issue(s). The Parties shall submit all disputes to mediation in New Orleans, Louisiana with a mediator jointly selected by the Parties. The Parties will make a good faith attempt to resolve the disputed issue(s) in mediation. If the dispute is not resolved, for any reason, through mediation within forty-five (45) days of written notification of the dispute, or other agreed upon time frame, the Parties may proceed to pursue any and all legal remedies related to the disputed issue to which they may be entitled.

9.5 Indemnification and Acknowledgments.

- 9.5.1 Charter Operator shall defend, indemnify, and hold harmless OPSB, its officers, directors, agents, employees, partners, and subcontractors (collectively referred to as “OPSB Indemnitees”) from any and all claims, demands, suits, actions, proceedings, losses, costs, judgments, damages or other forms of liability to third parties, of every kind and description, actual or claimed, including but not limited to attorneys’ fees and/or litigation expenses, including, but not limited to injury to property or persons (including, but not limited to civil rights violations), occurring or allegedly occurring, in connection with the operation of Charter School from conduct committed or omitted, or alleged to have been committed or omitted by Charter School or by its employees or agents, during the term of this Operating Agreement or any renewal thereof, which may be brought or made against or incurred by OPSB on account of any action of Charter School, its employees, agents or assigns, except when caused in whole or in part by the wanton, willful or intentional acts of OPSB Indemnitees. The provisions or limits of insurance required under this contract shall not limit the liability of Charter Operator, which shall be obligated to defend OPSB in any such action or proceedings brought thereon.
- 9.5.2 OPSB shall defend, indemnify, and hold harmless Charter Operator, its officers, directors, agents, employees, partners, and subcontractors (collectively referred to as “Charter Operator Indemnitees”) from any and all claims, demands, suits, actions, proceedings, losses, costs, judgments, damages or other forms of liability to third parties, of every kind and description, actual or claimed, including but not limited to attorneys’ fees and/or litigation expenses, including, but not limited to injury to property or persons (including, but not limited to civil rights violations), occurring or allegedly occurring, from conduct committed or omitted, or alleged to have been committed or omitted, by OPSB, or by its employees, officers, directors, subcontractors, or agents, during the term of this charter or any renewal thereof, which may be brought or made against or incurred by Charter Operator and/or Charter School on account 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 Indemnitees. The provisions or limits of insurance required under this contract shall not limit the liability of OPSB. OPSB shall be obligated to defend Charter Operator and Charter School in any such action or proceedings brought thereon.
- 9.5.3 Any management contract entered into by Charter Operator concerning Charter School pursuant to Section 9.8 of this Agreement shall include an indemnification provision as

follows: The management company shall indemnify, save and hold OPSB Indemnitees harmless against any and all claims, demands, suits, actions, proceedings, losses, costs, judgments, damages or other forms of liability to third parties, of every kind and description, actual or claimed, including but not limited to attorneys' fees and/or litigation expenses, including, but not limited to injury to property or persons (including, but not limited to civil rights violations), occurring or allegedly occurring, in connection with the operation of Charter School, or from conduct committed or alleged to have been committed on the premises of Charter School, or from conduct committed by the management, or by its employees, officers, directors, subcontractors, or agents, during the term of this charter or any renewal thereof. The management company shall be obligated to defend OPSB Indemnitees in any such action or proceedings brought thereon.

- 9.5.4 OPSB and Charter Operator shall give prompt written notice to the other of the assertion of any claim or the commencement of any litigation for which indemnification is sought and shall cooperate with each other in the defense of the claim or litigation.
- 9.5.5 Charter Operator shall not settle or compromise any claim against OPSB without the express written permission of OPSB. OPSB shall not settle or compromise any claim against Charter Operator without the express written permission of Charter Operator.
- 9.5.6 This Operating Agreement is not an employment contract. No officer, employee, agent or subcontractor of Charter Operator or Charter School is an officer, employee, or agent of OPSB.
- 9.5.7 The parties acknowledge that, pursuant to La. R.S. § 17:3993, OPSB and its members individually are immune from civil liability for any damages arising with respect to all activities related to the operation of any type of charter school they may authorize as a chartering authority.
- 9.5.8 Nothing herein shall waive the right of OPSB Indemnitees to assert any statutory or legal defense of sovereign immunity or official immunity.
- 9.5.9 The indemnification, defense and hold harmless obligations outlined in this Agreement shall survive the termination of this Operating Agreement. OPSB or Charter Operator shall have the right, at its own expense, to participate in the defense of any lawsuit to which it is a party, without relieving the other of its obligations hereunder, except as is otherwise provided herein.
- 9.6 **Waiver.** The failure of either Party to insist on strict performance of any term or condition of this Operating 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.

- 9.7 **Quality Assurance.** Each Party shall ensure the accuracy, truthfulness and completeness of any and all documentation, information, or data produced, submitted or provided in accordance with each Party's obligations under this Operating Agreement.
- 9.8 **Non-assignability.** No right or interest in this Operating Agreement shall be assigned by anyone on behalf of Charter School, without prior written approval of OPSB. A violation of this provision shall be grounds for immediate proceedings for termination of this Operating Agreement and revocation of Charter.
- 9.9 Should Charter Operator propose to enter into a contract with another entity to manage Charter School, Charter Operator shall submit a copy of the proposed contract to OPSB for approval. Charter Operator shall submit all information requested by OPSB regarding the management arrangement, including but not limited to, a description of the management company, with identification of its principals and their backgrounds. Charter School shall not enter a management contract without written OPSB approval.
- 9.10 **Compliance with Applicable Law and Policy.** Charter Operator shall comply with all federal and state laws and regulations and all OPSB policies applicable to charter schools.
- 9.10.1 The parties shall be bound by, and this Operating Agreement shall be subject to, any and all future amendments, successors or additions to federal or state statutes, federal or state regulations, and OPSB policies and procedures applicable to charter schools, including but not limited to those referenced herein. Charter School and OPSB hereby agree to comply with any such change as if it were specifically set forth herein. Any such change shall supersede any provision within this Agreement that conflicts with it.
- 9.11 **Consent Decrees and Court Orders.** Charter School shall adhere to the requirements of any and all consent decrees and court orders imposed upon Charter School and/or OPSB and shall submit documents and information as required, participate in reviews, and attend informational sessions and meetings required by OPSB or the consent decree or court order.
- 9.12 **Amendments.** This Operating Agreement may be amended pursuant to the applicable provisions of La. R.S. § 17:3992(B) and OPSB Policy HAA, *Charter School Operating Agreement*.
- 9.13 **Venue.** With the exception of the mediation requirement set forth in Section 9.4, the Parties agree that the Civil District Court for the Parish of Orleans, State of Louisiana, and the United States District Court, Eastern District of Louisiana, shall be the exclusive venues for any suit, action, or proceeding pertaining to this Operating Agreement.
- 9.14 **Severability.** The provisions of this Operating Agreement are severable. In the event of any of the provisions, paragraphs or portions thereof of this Operating Agreement are held to be unenforceable and/or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions thereof shall not be affected thereby, and

each term and provision of the agreement shall be valid and enforceable to the fullest extent permitted by law.

9.15 Third Parties. The enforcement of the terms and conditions of this Operating Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to OPSB, Charter Operator, and any party to whom rights are duly assigned pursuant to Section 9.7 of this Agreement. Nothing contained in this Operating Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intent of the Parties to this Operating Agreement that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

9.16 Counterparts; Electronic Signatures; Signature by Facsimile. The Operating Agreement may be signed in counterparts, which shall together constitute the original Operating Agreement. Electronic signatures and signatures received by facsimile by either of the Parties shall have the same effect as original signatures.

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

ORLEANS PARISH SCHOOL BOARD

**FRENCH AND MONTESSORI
EDUCATION INC.**


Signature


Signature

Print Name: John A. Brown Sr.

Print Name: **Derek D. Bardell**

Title: President

Title: **Chairman**

Date: 4/27/2017

Date: **April 27, 2017**

APPENDIX A
(attached)

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

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 a Type 3 Charter School Operating Agreement (the "Agreement") with the Orleans Parish School Board ("OPSB").

RESOLVES FURTHER that Derek D. Bardell, 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 renewal of the **Charter School Operating Agreement**, said documents to contain all such terms and conditions as Derek D. Bardell shall in his sole and unrestrained discretion deem to be responsive to the intent of these resolutions or anyone of them and that Derek D. Bardell's execution and delivery of said Agreement shall conclusively evidence the consent of FAME and the authority of Derek D. Bardell.

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 May 20, 2017, with 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 20th day of May, 2017.

Certified true copy

 May 20, 2017
Signature

Print Name: Eva Alito

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

Date: May 20, 2017

APPENDIX B

PRIVACY COMPLIANCE

1. This Agreement is entered into by OPSB and Charter Operator in accordance with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232(g), et seq., (FERPA) and La. R.S. § 17:3914. OPSB and Charter Operator hereby acknowledge that all documents or other material in which student personally identifiable information, as that term is defined in La. R.S. § 17:3914, is contained or which information is derived from a student's education records are deemed confidential pursuant to FERPA and La. R.S. § 17:3914 and will not be disclosed by OPSB and Charter Operator to any third party except as allowed or required by law.

2. Access to Information and Computer Systems/Information Storage, Retention, and Disposition Policies. OPSB and Charter Operator shall each maintain the data, whether in hard copy or electronic form, in an area that has limited access and may only be accessed by authorized personnel. OPSB and Charter Operator shall not permit removal of the data from the limited access area. OPSB and Charter Operator will ensure that access to the data maintained on computer files or databases is controlled by password protection. OPSB and Charter Operator shall each establish procedures to ensure that the target data cannot be extracted from a computer file or database by unauthorized individuals. OPSB and Charter Operator shall each maintain all physical products containing student-level data in locked cabinets, file drawers, or other secure locations when not in use.

3. Audits. OPSB and Charter Operator shall allow each other, or each other's authorized representatives to carry out security or audit checks pertaining to security and usage of data of students attending the Charter School. The Parties may request at any time, upon reasonable notice, an audit of data of students attending the Charter School that is in the possession of one another. The Parties or their authorized representative shall have access at all reasonable times, upon reasonable request, on working days during working hours at business premises to employees, together with records, books and correspondence and other papers and documentation or media of every kind that are necessary for the purpose of carrying out such security and audit checks. The Parties or their authorized representatives shall have the right to reproduce and/or retain copies at their expense of any of the aforementioned information and documents.

4. Security Breach. As used in this Appendix, "Security Breach" means any act or omission that compromises either the security, confidentiality or integrity of student personally identifiable information or the physical, technical, administrative or organizational safeguards put in place by OPSB and Charter Operator that relate to the protection of the security, confidentiality or integrity of student data, or receipt of a verifiable complaint in relation to the privacy practices of OPSB and Charter Operator or a breach of this Section relating to such privacy practices.

4.1. OPSB and Charter Operator shall each take reasonable steps and best efforts, in accordance with industry standards and applicable laws, to prevent security breaches. OPSB and Charter Operator shall each also take reasonable steps, in accordance with industry

standards and applicable laws, to immediately remedy any security breach and prevent any further security breach, each at its own expense in accordance with standard practices and applicable law.

4.2. The Parties shall immediately notify each other in writing of a security breach affecting date of students attending the Charter School after they become aware of it; and immediately following the notification of a security breach, OPSB and Charter Operator shall coordinate with each other to investigate the security breach. OPSB and Charter Operator each agree to cooperate in the handling of the matter, including: (i) assisting with any investigation; (ii) providing reasonable physical access to the facilities and operations affected; (iii) facilitating interviews with employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting and other materials required for the investigation to ensure compliance with applicable law or industry standards and as otherwise required and (v) providing any notices to persons or organizations affected by the security breach as required by law.

4.3. OPSB and Charter Operator shall ensure that all procedures implemented to address a Security Breach shall be in compliance with all applicable state and federal laws.

5. Disposal of Information. The Parties agree that at the termination of this Operating Agreement, unless renewed pursuant to La. R.S. § 17:3992, Charter Operator shall provide all relevant data to OPSB in a usable electronic form, and erase, destroy, and render unreadable all remaining personally identifiable data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within 30 (thirty) days of the termination of this Agreement.

6. Aggregate Data. Nothing in this Section will limit the exchange of information specified in La. R.S. § 17:3914(C)(2), between the Parties.

7. Authority to Contract. For purposes of contracting with third parties for services allowed by and in compliance with La. R.S. § 17:3914, OPSB shall have the authority to enter into agreements to share any student personally identifiable information governed by this Agreement. However, OPSB shall ensure that contracts providing for such data sharing ensure that third parties comply with La. R.S. § 17:3914 and shall be responsible for monitoring and ensuring compliance therewith.

8. Nothing contained in this Appendix shall be construed to affect any ownership rights asserted by either party to student data.

APPENDIX C
SCHOOL-SPECIFIC TERMS
AUDUBON CHARTER SCHOOL

1. **Charter School Mission:** Audubon's mission is to foster a culturally rich and academically rigorous program using French and Montessori curricula and a comprehensive arts curriculum.
2. **Essential Characteristics.** Essential characteristic(s) of Educational Program, to be evaluated as School-Specific Measures within the OPSB Academic Performance Framework, if applicable, shall be as follows:
 - a. Montessori Curriculum, Philosophy and Multi-Age Grade Configurations
 - b. French Curriculum as certified by the French Ministry of Education
 - c. Discipline Based Arts Education
 - d. Selective admissions consistent with the focus of the school and as approved in the Charter Renewal Application
3. Education Service Provider, if applicable: N/A
4. **LEA Status.** Pursuant to La. R.S. § 17:10.7.1(G)(2), any type of charter school under the jurisdiction of the Orleans Parish School Board, with the approval of the School Board, may act as its own local educational agency (LEA) for one or more funding purposes or statutory definitions, in accordance with La. R.S. § 17:3995 and rules adopted by the Louisiana Board of Elementary and Secondary Education.
 - a. On March 16, 2017, OPSB approved a request by F.A.M.E., INC. to consider Audubon Charter School, a type 3 charter school, its own LEA, pursuant to La. R.S. § 17:10.7.1(G)(2).
 - b. Charter School shall be considered the local education agency for all funding purposes and statutory definitions and shall be held solely responsible for all applicable federal, state, or local laws or regulations related to the school's LEA status, including but not limited to data reporting, testing regulations, IDEA compliance, Title I regulations, and requirements of other grants made available and secured by the charter school in its capacity as an LEA.
 - i. Charter Board acknowledges that OPSB shall have the duty, obligation, and authority to monitor and enforce corrective actions and interventions related to the requirements of this section and any other applicable federal, state, or local laws or regulations for such charter school.
 - ii. At all times that Charter School is considered its own LEA it shall comply with BESE Bulletin 126 § 2303(B)(2)(a) and OPSB Policy HAC, *Local Education Agency Status*.

- iii. In the event of a rescission of Charter Schools' LEA status pursuant to BESE Bulletin 126 § 2303(B), OPSB may terminate this Operating Agreement in accordance with the revocation procedures of OPSB Policy HC, *Charter School Monitoring, Intervention, and Closure*.

5. Enrollment. Charter School shall participate in all policies and procedures of the parish-wide enrollment system and common expulsion process, as required by La. R.S. § 17:10.7.1.

a. Admission Requirements:

- i. A lottery is used for open access admission in Pre-K through 2nd grade Montessori and Pre-K through Kindergarten French.
- ii. A matrix system [ATTACHED] is used to calculate points from various areas for 3rd - 8th grade applicants, and a lottery is used for admissions based on the results of this matrix.
- iii. Students applying for admissions to the French School in grades 1-8 must also pass a French language proficiency exam for admissions.
- iv. Attendance at a Curriculum Meeting hosted by the school

Audubon has a three tiered selection process as outlined below:

Tier	Montessori School	French School
Tier 1	Siblings (PK-8)	Siblings (PK-8)
Tier 2	Attendance at an accredited Montessori School (K-8)	Attendance at an accredited French School Attendance at a French Immersion School
Tier 3	All other students	All other students

b. Enrollment Preferences:

6. Grade Levels Served. Charter School is authorized to serve the following grade levels:

PK (3)-8th

Grade Level	Year 1 2017-18	Year 2 2018-19	Year 3 2019-20	Year 4 2020-21	Year 5 2021-22	Year 6 2022-23	Year 7 2023-24	Year 8 2024-25	Year 9 2025-26	Year 10 2026-27
K	X	X	X	X	X	X	X	X	X	X
1	X	X	X	X	X	X	X	X	X	X
2	X	X	X	X	X	X	X	X	X	X
3	X	X	X	X	X	X	X	X	X	X

4	X	X	X	X	X	X	X	X	X	X
5	X	X	X	X	X	X	X	X	X	X
6	X	X	X	X	X	X	X	X	X	X
7	X	X	X	X	X	X	X	X	X	X
8	X	X	X	X	X	X	X	X	X	X
9	---	---	---	---	---	---	---	---	---	---
10	---	---	---	---	---	---	---	---	---	---
11	---	---	---	---	---	---	---	---	---	---
12	---	---	---	---	---	---	---	---	---	---

THE TIERED SELECTION PROCESS

Students are accepted into the Montessori OR French Program on a two-tiered process for Pre-Kindergarten and a three tiered system for Kindergarten – 8th grade. A lottery is held for all tiers and students are accepted in order of lottery number (3rd – 8th grade students must meet the minimum matrix score for to be included in the lottery and for acceptance).

Pre-Kindergarten Tiers		
TIER	FRENCH SCHOOL (Pre-K 4)	MONTESSORI SCHOOL (Pre-K 3 and Pre-K 4)
1	<ul style="list-style-type: none"> Siblings of students currently attending Audubon Charter School Children of current Audubon Staff 	<ul style="list-style-type: none"> Siblings of students currently attending Audubon Charter School Children of current Audubon Staff
2	<ul style="list-style-type: none"> All other applicants 	<ul style="list-style-type: none"> All other applicants

Kindergarten- 8 TH Grade Tiers		
TIER	FRENCH SCHOOL	MONTESSORI SCHOOL
1	<ul style="list-style-type: none"> Siblings of students currently attending Audubon Charter School Children of current Audubon Staff 	<ul style="list-style-type: none"> Siblings of students currently attending Audubon Charter School Children of current Audubon Staff
2	<ul style="list-style-type: none"> Students who have previously attended a school accredited by the French Ministry of Education Students who have previously attended a French Immersion School 	<ul style="list-style-type: none"> Students who are currently attending a Montessori school Students who attended a Montessori School last school year (2015-2016).
3	<ul style="list-style-type: none"> All other applicants 	<ul style="list-style-type: none"> All other applicants

Students applying for 1st – 8th grade who are NOT transferring from an Accredited French School, must take and pass a proficiency test for the grade they are applying in order to qualify.

AUDUBON CHARTER SCHOOL ADMISSIONS MATRIX (3RD – 8TH GRADE APPLICANTS)

POINTS	GRADE POINT AVERAGE (GPA)	READING%	MATH %	ATTENDANCE	
10	3.5 – 4.0	90 – 99	90 – 99	0-2 DAYS ABSENT	3 POINTS
9		80 – 89	80 – 89	3-5 DAYS ABSENT	2 POINTS
8	3.0 – 3.49	70 – 79	70 – 79	6-8 DAYS ABSENT	1 POINT
7	2.5 – 2.99	60 – 69	60 – 69	9 OR MORE DAYS ABSENT	0 POINTS
6	2.0 – 2.29	55 – 59	55 – 59	A MINIMUM OF 22 OUT OF A POSSIBLE 33 POINTS IS REQUIRED.	
5		50 – 54	50 – 54		
4		40 – 49	40 – 49		
1	0.0 – 1.99	0 – 39	0 – 39		

Acceptance to Audubon Charter School is determined by the applicant's total matrix score. This applies to students applying for 3rd through 8th grade only. The matrix score is compiled of the GPA, Reading Percentile, Math Percentile and attendance as reported on the student's FINAL report card from last school year. Students must score a minimum of 22 out of 33 possible points to qualify.

**APPENDIX D:
RETIREMENT SYSTEM ELECTION
AUDUBON CHARTER SCHOOL**

Pursuant to La. R.S. § 17:3997(A)(3), Charter Operator makes the following declaration regarding participation in school employees' and teachers' retirement systems. Said declaration shall be binding and irrevocable during the approved term of the Operating Agreement.

TRSL & LSERS Option

Select one of the options below:

Option 1

 Charter Operator intends to participate in the Teachers' Retirement System of Louisiana and the Louisiana School Employees' Retirement System.

Option 2

 X Charter Operator intends to participate in the Teachers' Retirement System of Louisiana only.

Option 3

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


Participation

If Option 1 or 2 are selected, please answer below:

La. R.S. 17:3997(A)(3)(b)(i) allows charter schools to require active TRSL participation only for teachers that were previously employed by a local school board. Please select whether TRSL participation will be open to all teachers or only former local school board employees.

 X All employees of the Charter Operator

 Former local school board employees now employed by the Charter Operator



Signature of Charter Operator's
Authorized Representative

4-27-17
Date

CHARTER SCHOOL AGREEMENT

BETWEEN

ORLEANS PARISH SCHOOL BOARD

AND

FRENCH AND MONTESSORI EDUCATION, INC.

TYPE 1 CHARTER SCHOOL OPERATING AGREEMENT BETWEEN

**FRENCH AND MONTESSORI EDUCATION, INC.
AND THE ORLEANS PARISH SCHOOL BOARD**

This Charter School Operating Agreement ("Operating Agreement" or "Agreement") is entered into by and between the ORLEANS PARISH SCHOOL BOARD, a political subdivision of the State of Louisiana, herein represented by John Brown Sr., its President, duly authorized ("Authorizer" or "OPSB"), located at 3520 General de Gaulle Drive, Suite 5055, New Orleans, Louisiana 70114 and French and Montessori Education, Inc., a Louisiana Non-profit Corporation (hereinafter "Charter Operator"), herein represented by Dr. Erica A. Murray-Boseman, duly authorized, located at 428 Broadway Street, New Orleans, LA 70118 on behalf of Audubon Schools Gentilly (hereinafter "Charter School"). Authorizer and Charter Operator are each referred to singularly as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the "Charter School Demonstration Programs Law," La. R.S. § 17:3971 et seq., authorizes the creation of innovative kinds of independent public schools for students; and

WHEREAS, the Louisiana Legislature has stated its intention that the best interests of at-risk students shall be the overriding consideration in implementing the provisions of the "Charter School Demonstration Programs Law;" and

WHEREAS, on December 14, 2017, the Superintendent of the Orleans Parish School Board recommended the approval of the Type 1 charter application submitted by French and Montessori Education, Inc. to operate Gentilly Terrace Elementary.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained herein, the Parties agree as follows:

I. Establishment of School

1.1 Parties.

1.1.1 The person authorized to sign on behalf of OPSB is the President of the Orleans Parish School Board or, in the absence of the President, the Vice-President.

1.1.2 The person authorized to sign on behalf of Charter Operator is Dr. Erica A. Murray-Boseman (the "Charter Representative"), who shall be an Officer of Charter Board.

1.2 **Charter.** Charter Operator shall operate a public charter school (the "Charter School") in Orleans Parish in accordance with this Operating Agreement and all applicable federal, state, and local laws, regulations, and policies. This Operating Agreement shall constitute Charter Operator's charter (the "Charter") and shall be binding on Charter Operator, Charter School, and OPSB.

1.3 **LEA Status.** Pursuant to La. R.S. §17:10.7.1, and in accordance with BESE Bulletin 126 and OPSB Policy HAC, *Local Education Agency Status*, a type 1, 3, or 3B charter school under OPSB's jurisdiction may be its own Local Education Agency ("LEA") for funding purposes and statutory definitions. Charter Schools' LEA Status and any requirements and obligations of said status shall be reflected in Appendix C, *School-Specific Terms*, and, where applicable, an OPSB LEA Agreement. In the event this Operating Agreement conflicts with the terms of an LEA Agreement between the Parties, the terms of the LEA Agreement shall govern.

1.4 **Effective Date and Term.** The term of this Operating Agreement shall be 5 years, commencing on July 1, 2018, and expiring on June 30, 2023, unless terminated or extended pursuant to the terms hereof.

1.5 **Incorporation by Reference.** The following documents shall be incorporated herein by reference: Initial Charter School Application and Renewal Application, if applicable; Charter Operator's Articles of Incorporation; Management Organization Contract, in accordance with Section 9.8 of this Agreement, if applicable; OPSB Policy Section H, *Charter Schools*; and OPSB Charter School Performance Framework.

1.6 **Appendices.** The following documents are attached hereto as appendices and shall be part of this Agreement: Appendix A, Resolution by Charter Operator's Board of Directors authorizing the Charter Representative to sign this Operating Agreement; Appendix B, *Privacy Compliance*; Appendix C, *School-Specific Terms*, and Appendix D, *Retirement System Election*.

1.7 **Board of Directors of Nonprofit Corporation.** Charter Operator's Board of Directors shall have final authority and responsibility for the academic, financial, and organizational performance of the School, and for the fulfillment of this Operating Agreement.

1.7.1 Charter Operator's Board of Directors shall operate in accordance with adopted by-laws.

1.7.2 Charter Operator's Board of Directors shall meet the member composition requirements of state law and OPSB Policy HA, *School Board Chartering Authority*.

- 1.7.3 Charter Operator shall at all times maintain itself as a Louisiana non-profit corporation and hereby certifies that all contracts obligating Charter Operator have been and shall be undertaken as such. Failure to maintain its non-profit status and to act strictly as such shall be grounds for immediate termination of the Operating Agreement. Copies of all applications related to its seeking or maintaining 501(c)(3) status shall be provided to the Authorizer.
- 1.7.4 In accordance with La. R.S. § 17:3996, Charter Operator shall be subject to Louisiana Open Meetings Law (La. R.S. § 42:11, et seq., Public Records Law (La. R.S. § 44:1, et seq.), Code of Governmental Ethics (La. R.S. § 42:1101, et seq.), and Public Bid Laws for the erection, construction, alteration, improvement or repair of a public facility or immovable property, pursuant to Part II of Chapter 10 of Title 38 of the Louisiana Revised Statutes, and any other Louisiana law applicable to charter school governing boards.
- 1.8 **Location and Facility.**
 - 1.8.1 Charter School is located at 4720 Painters Street, New Orleans, LA 70122. Charter Operator may move the location(s) of Charter School only after obtaining approval from OPSB in accordance with OPSB Policy HAA.
 - 1.8.2 **OPSB Facility.** OPSB has sole discretion regarding the assignment of school facilities under its control. If the school is located at an OPSB-controlled site, the use of such site shall be subject to and governed by a Facilities Lease between the Parties and by OPSB policies relative to school assignments.
 - 1.8.3 **Non-OPSB Facility.** Charter School may occupy a non-OPSB-controlled facility. The non-OPSB facility shall be located within the geographic boundaries of Orleans Parish. The facility shall be inspected and approved by OPSB, in accordance with the OPSB Facility Procedures Handbook, prior to the effective date of this Agreement and shall remain at all times subject to OPSB monitoring for compliance with this Operating Agreement and applicable laws and regulations relating to health and safety.
 - 1.8.4 **Maintenance.** Charter Operator shall be subject to all rules and procedures set forth in the Facilities Lease, if applicable, OPSB Policy HD, *Charter Schools Facilities Management*, and the OPSB Facilities Procedures Handbook with respect to facility maintenance, and shall comply with all applicable local, state, and federal laws and codes regarding school facility maintenance and upkeep.
- 1.9 **Operational Autonomy.** Pursuant to La. R.S. § 17:10.7.1, and in order to ensure the appropriate level of autonomy to enable educators to successfully prepare students for success in college and career, the local school board shall not impede the operational autonomy of a charter school under its jurisdiction in the areas of school programming, instruction, curriculum, materials and texts, yearly school calendars and daily schedules, hiring and firing of personnel, employee performance management and evaluation, terms and conditions of employment, teacher or administrator certification, salaries and benefits, retirement, collective bargaining, budgeting,

purchasing, procurement, and contracting for services other than capital repairs and facilities construction.

II. Educational Program

- 2.1 Charter Operator shall have control over and responsibility for delivery of the Educational Program and attainment of the academic performance standards as set forth in OPSB Policy HB, *Charter School Evaluation*, and the OPSB Charter School Performance Framework. "Educational Program" means content and delivery related to student learning including, but not limited to, course curricula, course content and testing, instructional methods, instructional materials such as textbooks and online instructional materials, professional development, and course schedules.
- 2.2 Charter Operator shall have discretion to modify, amend, adapt and otherwise change the Educational Program as it deems necessary to achieve the academic performance standards subject to the following limitations:
 - 2.2.1 Charter School shall be subject to and comply with all applicable requirements related to the state assessment and accountability system for public schools, pursuant to La. R.S. §§ 17:3996(A)(17) and 17:3996(B)(17-18).
 - 2.2.2 Any changes to the school-specific elements identified in Appendix C, *School-Specific Terms*, shall constitute Material Amendments to the Operating Agreement, as defined in OPSB Policy HAA, *Charter School Operating Agreement*, and are subject to OPSB Policy HAA.
- 2.3 **School Performance.** Authorizer shall evaluate Charter School's performance for purposes of contract extension, renewal, and revocation decisions, and other evaluations of performance, in conformity with the standards set out in the OPSB Charter School Performance Framework and OPSB Policies HAB, HB, and HC. An annual review of Charter School's performance shall be conducted based on performance standards established by Authorizer. Charter Operator acknowledges that the performance standards set forth in the Performance Framework are subject to change throughout the term of the Operating Agreement and agrees that Charter School is to be evaluated by standards in effect at the time of evaluation. Authorizer shall provide Charter School reasonable advance notice, in writing, of any proposed changes to the performance standards, engage with Charter School on such changes, and provide Charter School an opportunity to provide feedback thereto prior to presentation to OPSB for approval.
 - 2.3.1 **Mid-Term Review.** Charter School shall be subject to Mid-Term Review at the conclusion of the 2022-2023 school year in accordance with La. R.S. § 17:3992 and OPSB Policy HAB, *Charter School Renewal and Extensions*. Termination of this Operating Agreement at Charter School's Mid-Term Review shall only be for reasons permitted by La. R.S. §

17:3992, OPSB Policy HC, *Charter School Monitoring, Intervention and Closure*, and/or Section 7.3 of this Operating Agreement.

- 2.4 Pupil Progression Plan.** Charter School shall adopt a Pupil Progression Plan consistent with Louisiana Board of Elementary and Secondary Education Bulletins 1566, 741 and 1706, and parish-wide enrollment system procedures, which shall not affect Charter School's programming autonomy as provided by La. R.S. § 17:10.7.1(G)(1). Except as otherwise provided in the LEA Agreement, Charter School shall annually submit a copy of the Pupil Progression Plan to OPSB, along with a summary of changes, if any, in accordance with the timeline established in the Reporting Calendar, as specified in Section 5.2 of this Agreement.

2.5 Students with Disabilities.

- 2.5.1** Charter Operator shall comply with all applicable requirements of federal and state law and regulations concerning the education of students with disabilities, including, but not limited to the requirements of the Individuals with Disabilities Education Act (20 U.S.C. 1401 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and state law and regulations (La. R.S. § 17:1941 et seq.).
- 2.5.2** Special education services, related services, and accommodations for students who are eligible under the Individuals with Disabilities Education Act ("IDEA"), Section 504 of the Rehabilitation Act of 1973 ("Section 504"), the Americans with Disabilities Act ("ADA"), or any applicable provisions of state law, shall be provided as follows:
- 2.5.2.1** Charter School shall have an educational model for the delivery of special education services and/or accommodations for students with disabilities that complies with federal and state law and regulations.
- 2.5.2.2** Charter School shall have a special education coordinator who shall be responsible for monitoring individual case management of all students with disabilities, arranging the provision of services and/or accommodations required by their Individualized Education Program ("IEP") and/or 504 Plan, and ensuring Charter School is complying with all obligations regarding students with disabilities. Charter School shall maintain documentation of its compliance with legal requirements regarding students with disabilities.
- 2.5.2.3** Charter Operator shall indemnify OPSB for any and all expenses imposed on OPSB, including attorney fees, and/or financial penalties imposed by state and/or federal authorities or legal judgments, arising out of actions or omissions of Charter School relating to compliance with legal requirements regarding students with disabilities.
- 2.5.2.4** OPSB shall indemnify Charter Operator for any and all expenses imposed on Charter Operator, including attorney fees, and/or financial penalties imposed by state and/or federal authorities or legal judgments, arising out of actions or omissions of OPSB relating to compliance with legal requirements regarding students with disabilities.

- 2.5.2.5 Charter Operator shall promptly report to OPSB any lawsuits, due process requests or complaints relating to the IDEA, Section 504, the ADA, or state law and regulations regarding students with disabilities lodged with any and all state or federal agencies.
- 2.6 **Gifted and Talented.** Should Charter Operator choose to conduct evaluations and provide related services for gifted and/or talented students, it shall do so in accordance with all applicable state law and regulations.
- 2.7 **English Learners.** Charter Operator shall be responsible for ensuring compliance with all state and federal laws and regulations applicable to the education of English Learners, including but not limited to the Every Student Succeeds Act (ESSA), Title VI of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act of 1974 (EEOA).

III. Charter School Administration and Operation

3.1 Recruitment, Admissions, Enrollment and Retention.

- 3.1.1 Charter School is approved to enroll students in the grades indicated in Appendix C *School-Specific Terms*. Pursuant to La. R.S. § 17:10.7.1(E)(7), Charter School shall enroll students, in any given year, according to enrollment projections and targets cooperatively established with Charter School, and may be required to enroll additional or fewer students throughout the school year as necessary.
- 3.1.2 Charter School is prohibited from establishing requirements related to admissions, readmissions, or enrollment/registration unless Charter School is authorized to do so pursuant to La. R.S. § 17:3991, and OPSB Policy HA, and such admissions requirements are in compliance with state law and specifically identified in Appendix C, *School Specific Terms*.
- 3.1.3 Student recruitment, admissions, enrollment and retention decisions shall be made in a nondiscriminatory manner and without regard to race, color, creed, ethnicity, national origin, gender, sexual orientation, gender identification or expression, marital status, religion, ancestry, disability, income level, athletic ability, proficiency in the English language, or need for special education services, except as permitted by state law, OPSB Policy or this Agreement.
- 3.1.4 Charter School shall participate in the parish-wide enrollment system and student expulsion process approved by OPSB, and shall adhere to all policies and procedures of such systems.

3.2 Parent / Guardian Communications.

- 3.2.1 **Website.** Charter School shall maintain a website that complies with the minimum applicable requirements of federal, state, and local laws and regulations.

- 3.2.2 Student Handbook.** Charter School shall develop and implement a Student Handbook, and shall disseminate the Student Handbook to students and/or parents or guardians each school year. The Student Handbook shall include, but not be limited to Charter School's Student Code of Conduct, Complaint Policy, and Discipline Management Plan, each of which shall be in compliance with applicable federal and state laws, and BESE regulations. Charter School's Student Handbook shall be submitted to OPSB and posted to Charter School's website in accordance with timelines and procedures established by OPSB. Charter School may be evaluated based on compliance with the provisions of Charter School's Student Handbook.
- 3.2.3 Complaint Policy.** Charter School shall implement and maintain a complaint policy to receive and handle complaints brought against Charter School and/or Charter Operator. The Complaint Policy shall be included in Charter School's Student Handbook. The complaints process implemented by Charter School shall be consistent with applicable law and due process.
- 3.2.3.1** OPSB shall implement and maintain a complaint process that ensures that complaints are directed to Charter School for resolution in accordance with Charter School's complaint policy prior to being considered by OPSB. In the event that a complaint is subsequently submitted to OPSB, OPSB may request and Charter School shall provide information regarding Charter School's actions in responding to such complaints.
- 3.2.3.2** To the extent that complaints received by OPSB about Charter School may trigger corrective action, pursuant to Section 5.1 of this Agreement, including revocation or non-renewal of this Operating Agreement, OPSB may monitor Charter School's handling of such complaints. In such cases, OPSB may request, and Charter School shall provide, information regarding Charter School's actions in responding to such complaints.
- 3.3 Non-Retaliation.** Charter School shall not retaliate in any manner against an employee, parent or legal guardian, or student who raises a suspected violation of law, cooperates in inquiries or investigations, or identifies potential violations to Charter School, Charter Operator, OPSB, the Louisiana Legislative Auditor and/or Board of Ethics, or any other appropriate governmental agency.
- 3.4 Transportation.** Charter Operator shall be responsible for ensuring the provision of free and adequate transportation to all students residing in Orleans Parish more than one mile from the school's physical location, in accordance with applicable state law and OPSB Policy Section HA, and consistent with applicable federal law. Any transportation service agreements with third parties shall be entered into directly between Charter Operator or Charter School and its transportation provider. OPSB shall not be a party to any such agreements.
- 3.4.1** In accordance with OPSB Policy HA, transportation shall include, at a minimum:
- 3.4.1.1** Whatever transportation is necessary to implement any IEP for a child with an identified exceptionality, without regard to how far the child resides from the School;

- 3.4.1.2 Free transportation by a vehicle approved for student transportation, in accordance with the provisions of BESE Bulletin 119, for students enrolled in grade six (6) or below who reside more than one mile from Charter School, except as otherwise provided in OPSB Policy HA(10)(C)(2) for charter schools with academic admissions requirements; and
- 3.4.1.3 Free transportation, free public transportation payments and/or reimbursements for students enrolled in grade seven (7) or above who reside more than one mile from the school.
- 3.5 **Emergency Preparedness.** Charter School shall annually submit to OPSB an emergency preparedness plan for natural disasters and threats of violence to students, staff and faculty in accordance with timelines established in the Reporting Calendar, as specified in Section 5.2 of this Agreement.

IV. School Finance

- 4.1 Charter Operator shall control and be solely responsible for the sound financial management and performance of Charter Operator and Charter School.
- 4.2 **School Funding and Eligibility.** Charter School shall receive a per pupil amount each year in accordance with La. R.S. §§ 17:10.7.1 and 17:3995 ("MFP Funds") and OPSB policies established in accordance therewith. Funds from OPSB shall be distributed to Charter School monthly, on or before the 25th day of each month.
 - 4.2.1 The provisions of La. R.S. § 17:3995 that permit the calculation of the MFP Funds for charter schools to exclude any portion of local revenues specifically dedicated to capital outlay or debt service, shall apply to Charter School's funds only to the extent that Charter School students are housed in an OPSB-controlled facility.
- 4.3 In addition to the above, pursuant to La. R.S. §17:3995(C), and subject to the limitations of this section, Charter Operator shall be eligible to receive any state and federal funds for which it or its pupils qualify.
- 4.4 **OPSB Withholding.** OPSB may withhold an administrative fee of up to 2% of MFP Funds, in accordance with La. R.S. § 17:3995(A)(4). If Charter School is its own LEA, this withholding shall be inclusive of any MFP Funds withheld by the Louisiana Department of Education from OPSB in accordance with such LEA designation, as permitted by La. R.S. § 17:3995(A)(4)(a)(ii).
 - 4.4.1 Should the State Legislature change the amount of the administrative fee, OPSB may withhold the maximum administrative fee permitted by law, which may be implemented in equal increments over a three-year period.
 - 4.4.2 On or before June 1st of each calendar year, OPSB shall provide Charter Operator a projected budget with line item details of anticipated administrative costs that shall be funded by the administrative fee. An itemized accounting shall be provided by OPSB to Charter School at

the end of each fiscal year in accordance with state law (currently La. R.S. § 17:3995(A)(4)(c)).

- 4.4.3 Should an itemized accounting provided by OPSB pursuant to Section 4.4.2 demonstrate that OPSB has not utilized the entire administrative fee in the previous year, OPSB may reimburse Charter Operator the unused amounts and/or lower the percentage to be withheld for the following fiscal year.
- 4.5 **Qualified and Competent Business Professional.** Charter Operator shall retain a Qualified and Competent Business Professional who meets or exceeds the minimum requirements and qualifications specified by state law and regulations, including but not limited to BESE Bulletin 1929, the *Louisiana Accounting and Uniform Governmental Handbook*, to produce all financial and accounting information and reporting required by this Agreement, state law, and BESF policy and regulation, except the required annual audit, which shall be performed by a Louisiana licensed Certified Public Accountant.
- 4.6 **Charter Operator Financial Obligations.** Unless otherwise provided for in an LEA Agreement, Charter Operator shall be responsible for meeting all financial obligations under this Operating Agreement and applicable federal and state law, including but not limited to the provision of transportation, English-language learners (ELL) services and services and/or accommodations for students with disabilities, with the funds received in accordance with Section 4.2 of this Operating Agreement and any other federal, state, or local funds available to Charter Operator for these purposes. Nothing in this Operating Agreement shall obligate OPSB to provide Charter Operator with any funds not referenced in Section 4.2 herein, and in no instance shall OPSB be obligated to subsidize the cost of Charter Operator's financial obligations beyond the federal, state, or local funding allocated to Charter Operator for such obligations.
- 4.7 **School Tuition and Fees.** Charter School shall not charge any student tuition, except pre-kindergarten tuition, in accordance with OPSB Policy HA. Charter School shall not charge a fine of any kind, or an attendance fee for any regular course offering or credit-bearing course (including electives), except as otherwise provided by state or federal law. Any fee that is otherwise permitted by law shall be subject to a waiver process created by Charter School that considers individual family circumstances. Charter School shall not condition student enrollment, registration, earning of credit, or receipt of grades on the payment or nonpayment of fees.
 - 4.7.1 Charter School shall maintain an updated fee schedule on its website, which schedule shall specify which fees are mandatory and which fees are optional.
- 4.8 **Non-appropriation.** The continuation of this Operating Agreement is contingent upon a legislative appropriation or allocation and distribution of the Minimum Foundation Program formula funds. If the legislature fails to appropriate these funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, and the effect of such reduction is to provide insufficient monies for OPSB to satisfy its obligations

under this Operating Agreement, OPSB may terminate the Operating Agreement on the date of the beginning of the first fiscal year for which funds are not appropriated. No liability shall accrue to OPSB in the event this provision is exercised. OPSB shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

- 4.9 **Charter Operator Debt.** Pursuant to La. R.S. § 17:3993, Charter Operator and Charter School are solely responsible for all debt they incur, and OPSB shall not be contractually bound to any creditor on behalf of the Charter Operator or Charter School.
- 4.10 **Regulated Funds.** For any grant funds for which OPSB serves as fiscal agent for which there are associated regulatory requirements, Charter Operator shall comply in full with any corrective action plans or remedies required by OPSB or the granting entity.
- 4.11 **Shared Services.** Consistent with La. R.S. § 17:3995(A)(4)(b), the Parties may enter into a separate shared services agreement ("Shared Services Agreement") or agreements for the direct purchase of specific services, which are separate and apart from any administrative actions performed by OPSB and covered by the administrative fee set forth in La. R.S. § 17:3995(A)(4)(a)(i). Such services shall be provided to Charter School at the actual costs incurred by OPSB, including the costs of administration of such services.

V. Transparency and Accountability

- 5.1 **Oversight Authority.** Pursuant to La. R.S. § 17:10.7.1, OPSB has authority to monitor and require corrective actions by Charter School, in accordance with state law and OPSB Policy Section HC.
- 5.2 **Charter School Reporting Requirements.** On or before July 1 each year, OPSB shall provide Charter School with a Charter School Reporting Calendar ("Reporting Calendar"), as well as related report templates, where applicable, for all reports necessary for receipt by OPSB. OPSB shall endeavor to make the Reporting Calendar complete and shall notify Charter School promptly of any changes to the Reporting Calendar and/or templates. Charter School shall be responsible for submitting timely and complete reports to OPSB in accordance with the Louisiana Department of Education's Charter School Fiscal Oversight Policy, the Reporting Calendar, Charter School's LEA Status Agreement, and all applicable state and federal laws and policies.
- 5.3 **Student Data.**
 - 5.3.1 Pursuant to La. R.S. § 17:3914(F)(1), this Agreement shall be considered a contract between the Charter Operator and OPSB for student and education services, including, but not limited to educational and related services provided by the Charter School and citywide and oversight services provided by OPSB. Accordingly, Charter School and OPSB agree to share student information for such purposes. The Parties' use and possession of student data is in accordance with La. R.S. § 17:3914(F)(1). The Parties shall each comply with all federal,

state, and local laws and policies related to ensuring the privacy, security, and confidentiality of such student data, including but not limited to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C.A. 1232g, and La. R.S. §§ 17:3913 and 17:3914.

- 5.3.1.1 The Parties agree that the exchange and sharing of student personally identifiable information, between each party, or with any other third party, shall be conducted in accordance with Appendix B, *Privacy Compliance*, and all federal and state laws and regulations related to ensuring the privacy, security, and confidentiality of such student data, including but not limited to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C.A. 1232g, and La. R.S. §§ 17:3913 and 17:3914.
- 5.3.2 If Charter School is authorized to conduct a selective admissions process, pursuant to Appendix C, *School Specific Terms*, it shall make available to OPSB for its records and review such demographic information as it collects related to its applicant pool and its admission results.
- 5.4 Production of Data.**
 - 5.4.1 Charter Operator shall produce all data, records, documentation and information requested by OPSB within three (3) business days of a request or other time period agreed to by the Parties, in accordance with Section 5.3.1.1 of this Agreement. Such request shall provide reasonable specificity regarding the data, records, documentation or information being sought. The production of documents requested pursuant to this provision shall be distinguished from requests for documents made during site visits as set forth in Section 5.12 herein.
 - 5.4.2 Charter Operator shall not withhold requested data, records, or documentation from OPSB except to the extent afforded confidentiality or privilege under applicable law.
- 5.5 Transfer of Records.** Charter Operator shall provide for the transfer of the education records in accordance with the provisions of La. R.S. §17:112, including special education records, of any student who was enrolled at the school upon the written request of any authorized person on behalf of an educational facility within or outside of the state of Louisiana, where the student has become enrolled or is seeking enrollment.
- 5.6 Meetings.**
 - 5.6.1 **Charter Board Meetings.** Charter Operator's Board of Directors shall comply with all applicable provisions of the Louisiana Open Meetings Laws, including with regard to the scheduling of Charter Board meetings, meeting agendas, public notice of meetings, records of those meetings, and the posting of information on its website.
 - 5.6.1.1 Charter Operator shall annually provide to OPSB a written schedule of meetings of its Board of Directors for that school year according to the timeline established in the Reporting Calendar, and Charter Operator shall notify OPSB promptly of any modifications to such schedule.

5.6.1.2 Charter Operator shall provide all public documents and reports related to Charter School operations to OPSB, as reasonably requested by OPSB, with the exception of any documents that are privileged, confidential, or provided in executive session.

5.6.2 **Training Sessions and Meetings.** Charter School's representative(s) shall attend all training sessions mandated by Authorizer, the State Board of Elementary and Secondary Education, and the State and Federal Departments of Education.

5.6.2.1 OPSB shall annually provide Charter School a schedule of regularly scheduled and reasonably anticipated meetings and training sessions at which Charter School's attendance shall be required. Any meetings or training sessions not provided for on the annual schedule shall be reasonably noticed.

5.7 **Test Monitoring.**

5.7.1 OPSB may, without advance notice and at its sole discretion, assign test monitors for assessments required by the state and district accountability systems. Such test monitors shall be granted access to the facility, classrooms, and testing materials, as permitted by state law and regulations and in accordance with written procedures provided to Charter School by OPSB. Such monitors shall not disrupt the Charter School's testing environment nor distract students.

5.7.2 For tests required by state and district accountability systems, Charter School shall provide for independent test monitoring from a third-party entity approved by OPSB in accordance with OPSB Policy HA.

5.8 **Financial Reports.** Charter Operator shall prepare and deliver the following reports to Authorizer in accordance with the procedures and timelines established in the Reporting Calendar specified in Section 5.2 of this Agreement:

5.8.1 An independently audited financial report for Charter Operator, to be conducted annually by a certified public accountant in accordance with the provisions La. R.S. §§ 24:513 *et seq.* and 17:3996(F), and the standards set forth in the OPSB Financial and Organizational Performance Frameworks. The costs of such audit shall be borne by Charter Operator;

5.8.2 Quarterly Financial Statements consistent with the Reporting Calendar and the Louisiana Department of Education's Charter School Fiscal Oversight Policy and the Reporting Calendar, as applicable;

5.8.3 Charter School's annual operating budget; and

5.8.4 Any other financial and/or operational reports relating to Charter School that may be required under applicable state law or regulations, by the Louisiana Department of Education, or as shall be reasonably required by Authorizer.

5.9 **Enrollment Information.** Charter School shall submit projected, current, and final student enrollment and attendance information in accordance with reporting requirements from the Louisiana Department of Education and the parish-wide enrollment process.

- 5.10 **External Reporting.** Charter School shall be responsible for additional reporting as required for compliance with state, federal and other external reporting requirements. Charter School shall submit a copy of any reports submitted under this section to OPSB upon request.
- 5.11 **Inspection.** All financial records of Charter School pertaining to the management and operation of the School are subject to inspection and production, upon reasonable notice, as required for fulfillment of OPSB's fiduciary responsibilities and as part of the charter school monitoring process for financial performance.
- 5.12 **Site Visits.** Charter School shall permit Authorizer and representatives of Authorizer to visit the school site, at Authorizer's discretion and at any time, to inspect operations and performance and to ensure compliance with all applicable laws and regulations, the terms of this Agreement, and the terms of state and federal grants. Authorizer shall endeavor to provide prior notice of such visits as is reasonably practicable. When such notice is not reasonably practicable, Authorizer shall provide Charter School with written reasons after such site visit, upon request. During such site visits, the Charter Operator shall allow the visiting officials full and immediate access to its on-site financial and educational records, reports, files, and documents of any kind on site, whether in electronic form or hard copy, except to the extent that such records are afforded privilege under applicable law.
- 5.13 **Assets.** Charter School shall take all necessary precautions to safeguard assets acquired, in whole or in part, with public funds.
 - 5.13.1 If the Charter is revoked, non-renewed, surrendered, or otherwise terminated:
 - 5.13.1.1 Any assets acquired in whole or in part with public funds shall be deemed to be the property of OPSB; and
 - 5.13.1.2 Any assets acquired wholly with private funds shall be disposed of, or otherwise managed, by Charter Operator consistent with Louisiana law.
 - 5.13.2 If Charter Operator's records fail to establish whether an asset was acquired with the use of private funds, the assets shall be deemed to be the property of OPSB.
- 5.14 **Notification.**
 - 5.14.1 Charter Operator shall notify Authorizer in a timely manner of any conditions that shall cause Charter Operator to violate the terms of this Operating Agreement, state or federal law or regulations, or OPSB Policy.
 - 5.14.2 Charter Operator shall notify OPSB immediately of any circumstance requiring the temporary or permanent closure of Charter School.
 - 5.14.3 Charter Operator shall notify OPSB, within 1 business day of becoming aware, of the arrest of any members of Charter Board or Charter School's employees, contractors, subcontractors, or any person directly or indirectly employed by Charter Operator for a crime listed in La. R.S. § 15:587(1)(C) or any crime related to the misappropriation of funds or theft.

- 5.14.4 Charter Operator shall notify OPSB of its default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more, unless Charter Operator has disputed the obligation and such dispute is being resolved in good faith.
- 5.14.5 Charter Operator shall notify OPSB of any change to the Charter Board of directors, its signing authority, its corporate legal status, or any change in its standing with the Louisiana Secretary of State's Office, according to the requirements of OPSB Policy HA.
- 5.14.6 If Charter Operator has contracted with a management organization, pursuant to Section 9.8 of this Agreement, and such contract is terminated or not renewed, it shall provide written notification to OPSB within two (2) business days stating the reasons for the termination of the relationship.
- 5.14.7 Charter Operator shall notify OPSB of any change to its Certified Public Accountant or its Qualified Business Professional within thirty (30) days.
- 5.14.8 Charter Operator shall notify OPSB immediately if at any time Charter Operator or Charter School receives notice that either Charter Operator or Charter School and OPSB are parties to a legal action concerning Charter School.
- 5.14.9 Authorizer shall notify Charter Operator immediately of any formal complaints received by Authorizer about Charter Operator and/or Charter School or its operation, including but not limited to complaints filed with the Louisiana Department of Education, the Office for Civil Rights, Louisiana Commission on Human Rights, and Equal Employment Opportunity Commission, and/or complaints lodged by any party with Authorizer.
- 5.14.10 Charter Operator shall notify Authorizer immediately of any formal complaints concerning Charter School received by Charter Operator or Charter School from a government agency or office, including but not limited to complaints filed with the Louisiana Department of Education, the Office for Civil Rights, Louisiana Commission on Human Rights, and Equal Employment Opportunity Commission.
- 5.14.11 Authorizer shall notify Charter Operator and Charter School, in writing, of any proposed changes to the Performance Framework or OPSB policies affecting Charter School, Charter Operator, or any obligations under this Agreement. Authorizer shall engage with Charter School on such changes, and provide Charter School an opportunity to present feedback thereto prior to presentation to OPSB for approval.
- 5.14.12 Authorizer shall notify Charter School if Authorizer determines that Charter School's response to any request for information or information provided in an attempt to satisfy any reporting obligations under this Operating Agreement is insufficient or inaccurate. Charter School shall provide supplemental information to satisfy its reporting obligations within five (5) business days of request or as soon as practicable.

VI. Personnel.

- 6.1 **Employment Matters.** In compliance with state law, Charter Operator shall employ necessary personnel. It shall implement a personnel policy that addresses such issues as hiring of personnel, terms of employment, and compensation. The parties agree that teachers and other staff employed by Charter Operator are not employees of OPSB, and that Superintendent and OPSB staff are not employees of Charter Operator.
- 6.2 **Collective Bargaining.** The provisions of any collective bargaining agreement entered into by OPSB shall not apply to Charter Operator. The provisions of any collective bargaining agreement entered into by Charter Operator shall not apply to OPSB.
- 6.3 **Qualified Staff.** Charter School shall employ or otherwise utilize only those individuals who are qualified in accordance with applicable federal and state law, rules, and regulations.
- 6.4 **Evaluations.** Charter School shall comply with all state mandated requirements for personnel evaluations.
- 6.5 **Criminal History Review.** Charter Operator shall adhere to all applicable federal, state, and local laws, regulations, and policies concerning criminal history review of board members, employees and subcontractors, as well as persons associated with Charter School who are engaged in direct processing of Charter School funds. All costs associated with the criminal history review shall be the responsibility of Charter Operator, although Charter Operator may assign the responsibility to pay for those costs to those persons undergoing the criminal history review.

VII. Charter Renewal, Revocation/Termination and Closure

- 7.1 **Renewal.** Upon application by Charter Operator, Charter School shall be considered for renewal prior to the expiration of this Operating Agreement, according to the procedures established in OPSB Policy HAB, *Charter School Renewal and Extensions*, pursuant to La. R.S. §§ 17:10.7.1 and 17:3992, as applicable.
- 7.2 **Revocation.**
 - 7.2.1 Pursuant to La. R.S. § 17:3992(C), OPSB may revoke the Charter at any time, in accordance with La. R.S. § 17:10.7.1 and the procedures set forth in OPSB Policy IIC upon a determination that Charter School or its board members, officers or employees did any of the following in connection with the operation of Charter School:
 - 7.2.1.1 Committed a material violation of this Operating Agreement;
 - 7.2.1.2 Failed to meet or pursue within the agreed timelines the academic and other educational results specified in this Operating Agreement;
 - 7.2.1.3 Failed to meet generally accepted accounting standards of fiscal management;
 - 7.2.1.4 Committed an egregious and/or consistent violation of federal, state or local laws or OPSB policies;

- 7.2.1.5 Grossly mismanaged public funds;
- 7.2.1.6 Committed financial malfeasance;
- 7.2.1.7 Failed to retain and maintain adequate facilities;
- 7.2.1.8 Failed to sustain student enrollment sufficient to meet financial obligations; or
- 7.2.1.9 Failed to open Charter School within twenty-four months after execution of this Operating Agreement, unless granted an extension by OPSB.
- 7.2.1.10 Failed to timely execute an LEA Agreement mutually agreed to with OPSB at any time during the charter term, where Charter School is a part of OPSB's LEA
- 7.2.1.11 Failed to protect the health, safety, and/or welfare of students. In such a case, this Operating Agreement may be immediately suspended upon a determination that the health, safety, and/or welfare of students is threatened, in accordance with OPSB Policy HC.
- 7.2.2 In any instance where revocation or termination is deemed warranted by OPSB, the procedures required by OPSB Policy HC, pursuant to La. R.S. §§ 17:10.7.1 and 17:3992, shall be followed, which shall require, at a minimum: written notice of the reasons for the proposed revocation or termination and the opportunity for Charter Operator to respond at a School Board meeting prior to OPSB revoking this Operating Agreement..

7.3 School Closure.

- 7.3.1 In the event that Charter School should permanently cease operations for any reason, including termination of this Operating Agreement, surrender, revocation, non-renewal of the Charter, and where such cessation of operations will ultimately result in the dissolution of Charter Operator in accordance with La. R.S. § 12:250, *et seq.*, the following procedures shall apply:
 - 7.3.1.1 Charter Operator shall undertake a dissolution of Charter Operator in accordance with specific requirements and timelines set forth in La. R.S. § 12:250, *et seq.* OPSB shall become a claimant in such proceedings and shall receive all funds allocated to OPSB through this process.
- 7.3.2 In the event that Charter School should cease operations due to termination of this Operating Agreement, surrender, revocation, non-renewal of the Charter, and where such cessation of operations will not ultimately result in the dissolution of Charter Operator, the following procedure shall apply:
 - 7.3.2.1 Charter Operator will retain all property purchased solely with private funds.
 - 7.3.2.2 All other property of Charter School shall immediately become the property of OPSB upon termination of this Agreement.
- 7.3.3 Upon Charter Operator's receipt of written notice of termination, and throughout the period of Charter School operation between the notice of termination and school closure, if any, Charter Operator shall:

- 7.3.3.1 comply with applicable provisions of this Agreement and federal and state law and perform all obligations necessary thereto,
- 7.3.3.2 designate a representative of Charter School who shall retain responsibility for the security of and access to all Charter School records, including student records,
- 7.3.3.3 preserve and secure Charter School records, including student records, and transfer such records to OPSB, as permitted by this Agreement and federal and state law;
- 7.3.3.4 fully cooperate with OPSB, who shall have unrestricted and equal access to Charter School records, upon reasonable notice to Charter School, including student records during the period prior to the closure of Charter School, except to the extent that such records are afforded confidentiality or privilege under applicable law;
- 7.3.3.5 assist in enrollment of students in appropriate schools; and
- 7.3.3.6 manage all financial records consistent with OPSB's school closure requirements and procedures.
- 7.3.4 Upon taking possession of Charter School records, OPSB shall fulfill any and all statutory and contractual duties concerning Charter School records.
- 7.3.5 OPSB shall not be further obligated to pay any additional local funds to Charter Operator from the date of termination of this Operating Agreement.
- 7.3.6 Any public funds allocated to or for the operation of Charter School remaining in Charter Operator's possession after paying all debts, settlements, and obligations of Charter School shall be remitted to OPSB no later than thirty (30) days after payment. Any furniture and movable property purchased with public funds shall be delivered or made available to OPSB within sixty (60) days of the final day of school for students.
- 7.3.7 Pursuant to La. R.S. § 17:3993, OPSB shall not be liable for Charter School's unpaid debts.
- 7.4 **Emergency Closure.** In accordance with La. R.S. § 10.7.1, Charter School agrees to temporarily close, dismiss students, or evacuate in the event that the Superintendent requires it, due to credible threats of terror, or an official state of emergency is declared for the area in which any school under the board's jurisdiction is located.

VIII. Insurance and Surety

- 8.1 Charter Operator shall provide and maintain, or cause to be maintained, such insurance that shall protect Charter School from claims under Worker's Compensation Acts, including but not limited to the Louisiana Workers' Compensation Act, and any other claims for damages or personal injuries including death that may arise from operations under this Operating Agreement, whether such operation be by Charter School directly or by any contractor, subcontractor, or by anyone directly or indirectly employed by either of them. Without limiting any obligations or liabilities of Charter Operator under this Operating Agreement, Charter Operator shall provide

and maintain during the course of this Operating Agreement, at its sole cost and own expense, without reimbursement, minimum insurance coverage as follows:

- 8.1.1 Worker's Compensation: as required by state law with statutory limits and also minimum Employers Liability limits of \$1,000,000.
- 8.1.2 Commercial General Liability: \$1,000,000 per occurrence; \$2,000,000 general aggregate.
- 8.1.3 Business Automobile Insurance covering all owned, hired, and non-owned vehicles of Charter School: \$1,000,000 combined single limit.
- 8.1.4 Educators Legal Liability Insurance and Directors & Officers Insurance: \$1,000,000.00 per occurrence/annual aggregate, subject to a maximum deductible not to exceed \$100,000.00 per claim.
- 8.2 In the event that Charter School is located in a non-OPSB-controlled facility, Charter School shall obtain or cause to be obtained property insurance for buildings being used to fulfill the purposes of this Operating Agreement and any contents purchased by Charter School with state or federal funds. The property insurance obtained by Charter School shall provide OPSB with the ability to file a claim for any loss of property purchased with state or federal funds.
- 8.3 Charter Operator shall deposit duly executed certificates evidencing such types and limits of insurance (which shall evidence the insurer's waiver of subrogation of general liability, auto, and workers' compensation claims against OPSB and provide that notice of cancellation shall be provided to OPSB in accordance with policy provisions) 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.
- 8.4 All companies providing insurance required by this Agreement shall be licensed to do business in the State of Louisiana and shall meet the minimum financial security requirements as set forth herein. Companies providing insurance under this Agreement shall have a current A. M. Best's Rating not less than A- and an A.M. Best's Financial Size Category not less than VI.
- 8.5 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.
- 8.6 Charter Operator shall promptly report to OPSB any and all pending, reported, or written claims or charges that may trigger OPSB insurance coverages, 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.

IX. Contract Construction

- 9.1 **Entire Agreement.** The Parties intend this Operating Agreement, including all attachments and exhibits, to represent a final and complete expression of their agreement, which shall be considered the Agreement. The Parties recognize that amendments to this Agreement may be approved from time to time hereafter. The parties further recognize that amendments to this Agreement may be effective as set forth in paragraph 9.10.1 herein.
- 9.2 **Authority.** Each Party represents and warrants that they have full power and lawful authority to execute this Agreement and that the person executing this Agreement has been duly authorized to do so on behalf of such Party.
- 9.3 **Notice.** Any notice required or permitted under this Operating 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) business days after mailing when sent by certified mail, postage prepaid, or one (1) business day after being sent by commercial overnight courier, in each case to the following:

Orleans Parish School Board:
 Superintendent
 Orleans Parish School Board
 Suite 5055, 3520 General de Gaulle Dr.
 New Orleans, Louisiana 70114

With copy to:

Board President
 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

Charter Operator:

CEO
 428 Broadway Street, New Orleans, LA
 70118

With copy to:

Board President, Dr. Erica A. Murray-
 Boseman
 428 Broadway Street, New Orleans, LA
 70118

And copy to:

Charter Board Counsel
 428 Broadway Street, New Orleans, LA
 70118

- 9.3.1 Charter Operator shall provide written notification to OPSB of any changes in the identity of the School Leader, Board President, or Board Counsel to ensure that notifications are provided to the proper representatives during the term of the Operating Agreement.
- 9.4 **Dispute Resolution.** In the event of a dispute between Charter Operator and OPSB regarding the terms of this Operating Agreement or any other issue regarding the relationship between Charter Operator and OPSB, the Parties shall notify the other, in writing, of the specific disputed issue(s). The Parties shall submit all disputes to mediation in New Orleans, Louisiana with a mediator jointly selected by the Parties. The Parties will make a good faith attempt to resolve

the disputed issue(s) in mediation. If the dispute is not resolved, for any reason, through mediation within forty-five (45) days of written notification of the dispute, or other agreed upon time frame, the Parties may proceed to pursue any and all legal remedies related to the disputed issue to which they may be entitled.

9.5 Indemnification and Acknowledgments.

- 9.5.1 Charter Operator shall defend, indemnify, and hold harmless OPSB, its officers, directors, agents, employees, partners, and subcontractors (collectively referred to as “OPSB Indemnitees”) from any and all claims, demands, suits, actions, proceedings, losses, costs, judgments, damages or other forms of liability to third parties, of every kind and description, actual or claimed, including but not limited to attorneys’ fees and/or litigation expenses, including, but not limited to injury to property or persons (including, but not limited to civil rights violations), occurring or allegedly occurring, in connection with the operation of Charter School from conduct committed or omitted, or alleged to have been committed or omitted by Charter School or by its employees or agents, during the term of this Operating Agreement or any renewal thereof, which may be brought or made against or incurred by OPSB on account of any action of Charter School, its employees, agents or assigns, except when caused in whole or in part by the wanton, willful or intentional acts of OPSB Indemnitees. The provisions or limits of insurance required under this contract shall not limit the liability of Charter Operator, which shall be obligated to defend OPSB in any such action or proceedings brought thereon.
- 9.5.2 OPSB shall defend, indemnify, and hold harmless Charter Operator, its officers, directors, agents, employees, partners, and subcontractors (collectively referred to as “Charter Operator Indemnitees”) from any and all claims, demands, suits, actions, proceedings, losses, costs, judgments, damages or other forms of liability to third parties, of every kind and description, actual or claimed, including but not limited to attorneys’ fees and/or litigation expenses, including, but not limited to injury to property or persons (including, but not limited to civil rights violations), occurring or allegedly occurring, from conduct committed or omitted, or alleged to have been committed or omitted, by OPSB, or by its employees, officers, directors, subcontractors, or agents, during the term of this charter or any renewal thereof, which may be brought or made against or incurred by Charter Operator and/or Charter School on account 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 Indemnitees. The provisions or limits of insurance required under this contract shall not limit the liability of OPSB. OPSB shall be obligated to defend Charter Operator and Charter School in any such action or proceedings brought thereon.
- 9.5.3 Any management contract entered into by Charter Operator concerning Charter School pursuant to Section 9.8 of this Agreement shall include an indemnification provision as follows: The management company shall indemnify, save and hold OPSB Indemnitees harmless against any and all claims, demands, suits, actions, proceedings, losses, costs,

judgments, damages or other forms of liability to third parties, of every kind and description, actual or claimed, including but not limited to attorneys' fees and/or litigation expenses, including, but not limited to injury to property or persons (including, but not limited to civil rights violations), occurring or allegedly occurring, in connection with the operation of Charter School, or from conduct committed or alleged to have been committed on the premises of Charter School, or from conduct committed by the management, or by its employees, officers, directors, subcontractors, or agents, during the term of this charter or any renewal thereof. The management company shall be obligated to defend OPSB Indemnitees in any such action or proceedings brought thereon.

- 9.5.4 OPSB and Charter Operator shall give prompt written notice to the other of the assertion of any claim or the commencement of any litigation for which indemnification is sought and shall cooperate with each other in the defense of the claim or litigation.
- 9.5.5 Charter Operator shall not settle or compromise any claim against OPSB without the express written permission of OPSB. OPSB shall not settle or compromise any claim against Charter Operator without the express written permission of Charter Operator.
- 9.5.6 This Operating Agreement is not an employment contract. No officer, employee, agent or subcontractor of Charter Operator or Charter School is an officer, employee, or agent of OPSB.
- 9.5.7 The parties acknowledge that, pursuant to La. R.S. § 17:3993, OPSB and its members individually are immune from civil liability for any damages arising with respect to all activities related to the operation of any type of charter school they may authorize as a chartering authority.
- 9.5.8 Nothing herein shall waive the right of OPSB Indemnitees to assert any statutory or legal defense of sovereign immunity or official immunity.
- 9.5.9 The indemnification, defense and hold harmless obligations outlined in this Agreement shall survive the termination of this Operating Agreement. OPSB or Charter Operator shall have the right, at its own expense, to participate in the defense of any lawsuit to which it is a party, without relieving the other of its obligations hereunder, except as is otherwise provided herein.
- 9.6 **Waiver.** The failure of either Party to insist on strict performance of any term or condition of this Operating 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.
- 9.7 **Quality Assurance.** Each Party shall ensure the accuracy, truthfulness and completeness of any and all documentation, information, or data produced, submitted or provided in accordance with each Party's obligations under this Operating Agreement.

- 9.8 **Non-assignability.** No right or interest in this Operating Agreement shall be assigned by anyone on behalf of Charter School, without prior written approval of OPSB. A violation of this provision shall be grounds for immediate proceedings for termination of this Operating Agreement and revocation of Charter.
- 9.9 Should Charter Operator propose to enter into a contract with another entity to manage Charter School, Charter Operator shall submit a copy of the proposed contract to OPSB for approval. Charter Operator shall submit all information requested by OPSB regarding the management arrangement, including but not limited to, a description of the management company, with identification of its principals and their backgrounds. Charter School shall not enter a management contract without written OPSB approval.
- 9.10 **Compliance with Applicable Law and Policy.** Charter Operator shall comply with all federal and state laws and regulations and all OPSB policies applicable to charter schools.
- 9.10.1 The parties shall be bound by, and this Operating Agreement shall be subject to, any and all future amendments, successors or additions to federal or state statutes, federal or state regulations, and OPSB policies and procedures applicable to charter schools, including but not limited to those referenced herein. Charter School and OPSB hereby agree to comply with any such change as if it were specifically set forth herein. Any such change shall supersede any provision within this Agreement that conflicts with it.
- 9.11 **Consent Decrees and Court Orders.** Charter School shall adhere to the requirements of any and all consent decrees and court orders imposed upon Charter School and/or OPSB and shall submit documents and information as required, participate in reviews, and attend informational sessions and meetings required by OPSB or the consent decree or court order.
- 9.12 **Amendments.** This Operating Agreement may be amended pursuant to the applicable provisions of La. R.S. § 17:3992(B) and OPSB Policy HAA, *Charter School Operating Agreement*.
- 9.13 **Venue.** With the exception of the mediation requirement set forth in Section 9.4, the Parties agree that the Civil District Court for the Parish of Orleans, State of Louisiana, and the United States District Court, Eastern District of Louisiana, shall be the exclusive venues for any suit, action, or proceeding pertaining to this Operating Agreement.
- 9.14 **Severability.** The provisions of this Operating Agreement are severable. In the event of any of the provisions, paragraphs or portions thereof of this Operating Agreement are held to be unenforceable and/or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions thereof shall not be affected thereby, and each term and provision of the agreement shall be valid and enforceable to the fullest extent permitted by law.
- 9.15 **Third Parties.** The enforcement of the terms and conditions of this Operating Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to OPSB, Charter

Operator, and any party to whom rights are duly assigned pursuant to Section 9.7 of this Agreement. Nothing contained in this Operating Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intent of the Parties to this Operating Agreement that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

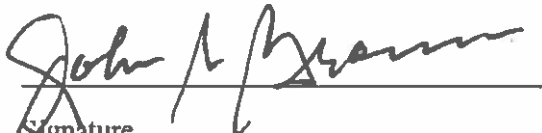
- 9.16 Counterparts; Electronic Signatures; Signature by Facsimile.** The Operating Agreement may be signed in counterparts, which shall together constitute the original Operating Agreement. Electronic signatures and signatures received by facsimile by either of the Parties shall have the same effect as original signatures.

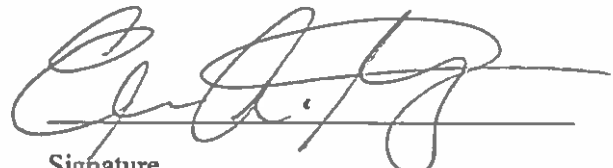
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IN WITNESS WHEREOF, the Parties have made and entered into this Operating Agreement as of the Effective Date.

ORLEANS PARISH SCHOOL BOARD

**FRENCH AND MONTESSORI
EDUCATION, INC.**


Signature


Signature

Print Name: John Brown

Print Name: Erica A. Murray

Title: President

Title: Chairperson

Date: 5/2/2018

Date: 4-25-18

**APPENDIX A
(attached)**

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 Allito**

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

Date: **April 21, 2018**

APPENDIX B

PRIVACY COMPLIANCE

1. This Agreement is entered into by OPSB and Charter Operator in accordance with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232(g), et seq., (FERPA) and La. R.S. § 17:3914. OPSB and Charter Operator hereby acknowledge that all documents or other material in which student personally identifiable information, as that term is defined in La. R.S. § 17:3914, is contained or which information is derived from a student's education records are deemed confidential pursuant to FERPA and La. R.S. § 17:3914 and will not be disclosed by OPSB and Charter Operator to any third party except as allowed or required by law.

2. Access to Information and Computer Systems/Information Storage, Retention, and Disposition Policies. OPSB and Charter Operator shall each maintain the data, whether in hard copy or electronic form, in an area that has limited access and may only be accessed by authorized personnel. OPSB and Charter Operator shall not permit removal of the data from the limited access area. OPSB and Charter Operator will ensure that access to the data maintained on computer files or databases is controlled by password protection. OPSB and Charter Operator shall each establish procedures to ensure that the target data cannot be extracted from a computer file or database by unauthorized individuals. OPSB and Charter Operator shall each maintain all physical products containing student-level data in locked cabinets, file drawers, or other secure locations when not in use.

3. Audits. OPSB and Charter Operator shall allow each other, or each other's authorized representatives to carry out security or audit checks pertaining to security and usage of data of students attending the Charter School. The Parties may request at any time, upon reasonable notice, an audit of data of students attending the Charter School that is in the possession of one another. The Parties or their authorized representative shall have access at all reasonable times, upon reasonable request, on working days during working hours at business premises to employees, together with records, books and correspondence and other papers and documentation or media of every kind that are necessary for the purpose of carrying out such security and audit checks. The Parties or their authorized representatives shall have the right to reproduce and/or retain copies at their expense of any of the aforementioned information and documents.

4. Security Breach. As used in this Appendix, "Security Breach" means any act or omission that compromises either the security, confidentiality or integrity of student personally identifiable information or the physical, technical, administrative or organizational safeguards put in place by OPSB and Charter Operator that relate to the protection of the security, confidentiality or integrity

of student data, or receipt of a verifiable complaint in relation to the privacy practices of OPSB and Charter Operator or a breach of this Section relating to such privacy practices.

4.1. OPSB and Charter Operator shall each take reasonable steps and best efforts, in accordance with industry standards and applicable laws, to prevent security breaches. OPSB and Charter Operator shall each also take reasonable steps, in accordance with industry standards and applicable laws, to immediately remedy any security breach and prevent any further security breach, each at its own expense in accordance with standard practices and applicable law.

4.2. The Parties shall immediately notify each other in writing of a security breach affecting data of students attending the Charter School after they become aware of it; and immediately following the notification of a security breach, OPSB and Charter Operator shall coordinate with each other to investigate the security breach. OPSB and Charter Operator each agree to cooperate in the handling of the matter, including: (i) assisting with any investigation; (ii) providing reasonable physical access to the facilities and operations affected; (iii) facilitating interviews with employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting and other materials required for the investigation to ensure compliance with applicable law or industry standards and as otherwise required and (v) providing any notices to persons or organizations affected by the security breach as required by law.

4.3. OPSB and Charter Operator shall ensure that all procedures implemented to address a Security Breach shall be in compliance with all applicable state and federal laws.

5. Disposal of Information. The Parties agree that at the termination of this Operating Agreement, unless renewed pursuant to La. R.S. § 17:3992, Charter Operator shall provide all relevant data to OPSB in a usable electronic form, and erase, destroy, and render unreadable all remaining personally identifiable data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within 30 (thirty) days of the termination of this Agreement.

6. Aggregate Data. Nothing in this Section will limit the exchange of information specified in La. R.S. § 17:3914(C)(2), between the Parties.

7. Authority to Contract. For purposes of contracting with third parties for services allowed by and in compliance with La. R.S. § 17:3914, OPSB shall have the authority to enter into agreements to share any student personally identifiable information governed by this Agreement. However, OPSB shall ensure that contracts providing for such data sharing ensure that third parties comply with La. R.S. § 17:3914 and shall be responsible for monitoring and ensuring compliance therewith.

8. Nothing contained in this Appendix shall be construed to affect any ownership rights asserted by either party to student data.

APPENDIX C
SCHOOL-SPECIFIC TERMS
AUDUBON SCHOOLS GENTILLY

1. **Charter School Mission:** The mission of Audubon Schools Gentilly is to foster a culturally rich and academically rigorous program using a Montessori and French Language Immersion curriculum and a comprehensive arts curriculum.
2. **Essential Characteristics.** Essential characteristic(s) of Educational Program, to be evaluated as School-Specific Measures within the OPSB Academic Performance Framework, if applicable, shall be as follows: N/A
3. Education Service Provider, if applicable: N/A
4. **LEA Status.** Pursuant to La. R.S. § 17:10.7.1(G)(2), any type of charter school under the jurisdiction of the Orleans Parish School Board, with the approval of the School Board, may act as its own local educational agency (LEA) for one or more funding purposes or statutory definitions, in accordance with La. R.S. § 17:3995 and rules adopted by the Louisiana Board of Elementary and Secondary Education.
 - a. Audubon Schools Gentilly, a type 1 charter school, has opted to remain its own LEA, pursuant to BESE Bulletin 126 §§ 519(B)(6) and 2303(B)(1).
 - b. Charter School shall be considered the local education agency for all funding purposes and statutory definitions and shall be held solely responsible for all applicable federal, state, or local laws or regulations related to the school's LEA status, including but not limited to data reporting, testing regulations, IDEA compliance, Title I regulations, and requirements of other grants made available and secured by the charter school in its capacity as an LEA.
 - i. Charter Board acknowledges that OPSB shall have the duty, obligation, and authority to monitor and enforce corrective actions and interventions related to the requirements of this section and any other applicable federal, state, or local laws or regulations for such charter school.
 - ii. At all times that Charter School is considered its own LEA it shall comply with BESE Bulletin 126 § 2303(B)(2)(a) and OPSB Policy HAC, *Local Education Agency Status*.
 - iii. In the event of a rescission of Charter Schools' LEA status pursuant to BESE Bulletin 126 § 2303(B), OPSB may terminate this Operating Agreement in accordance with the revocation procedures of OPSB Policy HC, *Charter School Monitoring, Intervention, and Closure*.

**APPENDIX D:
RETIREMENT SYSTEM ELECTION
AUDUBON SCHOOLS GENTILLY**

Pursuant to La. R.S. § 17:3997(A)(3), Charter Operator makes the following declaration regarding participation in school employees' and teachers' retirement systems. Said declaration shall be binding and irrevocable during the approved term of the Operating Agreement.

TRSL & LSERS Option

Select one of the options below:

Option 1

 Charter Operator intends to participate in the Teachers' Retirement System of Louisiana and the Louisiana School Employees' Retirement System.

Option 2

 Charter Operator intends to participate in the Teachers' Retirement System of Louisiana only.

Option 3

 X The Charter Operator does not intend to participate in the Teachers' Retirement System of Louisiana and the Louisiana School Employees' Retirement System.

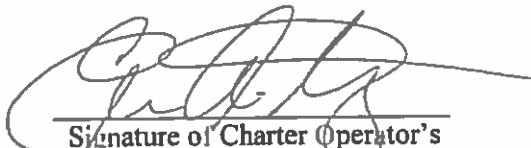
Participation

If Option 1 or 2 are selected, please answer below:

La. R.S. 17:3997(A)(3)(b)(i) allows charter schools to require active TRSL participation only for teachers that were previously employed by a local school board. Please select whether TRSL participation will be open to all teachers or only former local school board employees.

 All employees of the Charter Operator

 Former local school board employees now employed by the Charter Operator



Signature of Charter Operator's
Authorized Representative

4-25-18

Date

Coversheet

Business Continuity Plan

Section:	IV. FAME Board Updates and Work Sessions
Item:	E. Business Continuity Plan
Purpose:	Discuss
Submitted by:	
Related Material:	Risk Assessment.pdf Business Continuity and Disaster Plan (Retreat).pdf



Risk Assessment:

Identifying, Evaluating and Managing Risks

Guidance for Completing the Risk Matrix:

LEGEND	
I	Impact
P	Probability
I x P	Risk Rating

To establish your risk rating, it is necessary to multiply the perceived consequence (or impact) of the risk (score 1-5) with the perceived likelihood (or probability) of that risk occurring (score 1-5). Please see tables below for guidance on risk rating scores.

Impact (or Consequence)		Probability (or Likelihood)	
Description	Indicators	Description	Indicators
5 (Major)	Major impact if realized	5 (Very Likely)	The risk will emerge
4 (Significant)	Significant impact if realized	4 (Likely)	The risk should emerge
3 (Moderate)	Moderate impact if realized	3 (Unlikely)	The risk could emerge
2 (Minor)	Minor impact if realized	2 (Very Unlikely)	The risk is unlikely to emerge
1 (No consequence)	No Consequence if realized	1 (Impossible)	The risk will not emerge

Score	Risk Description	Action Required
25	Extreme Risk	Immediate escalation to CEO for risk control activities
20-15	High Risk	Risk to be actively managed with appropriate risk control activities
12-6	Medium Risk	Take appropriate action to manage the risk
5 and below	Low Risk	Risk to be removed from register with monitoring activity to assess changes in risk rating



	Risk Description	I	P	Risk Rating	Risk Control	Additional Controls Required (if any)	Lead for Risk Control Activities
1.	Pandemic or epidemic e.g. influenza virus, meningitis						CEO Principals
2.	Severe weather events during school hours						CEO Principals DO
3.	Power outage over 3 hours						CEO Principal
4.	Utilities disruption over 3 hours						CEO DO
5.	Telephone Failure						IT Director
6.	Fire affecting school premises						Principal
7.	Widespread or localized flooding						DO Principal
8.	Mass staff absence						CEO Principals
9.	Violent incident on school site						CEO Principal
10.	Local hazards in area						DO Principal
11.	Violent incident near school site						CEO Principals
12.	Intruder on campus						Principal CEO

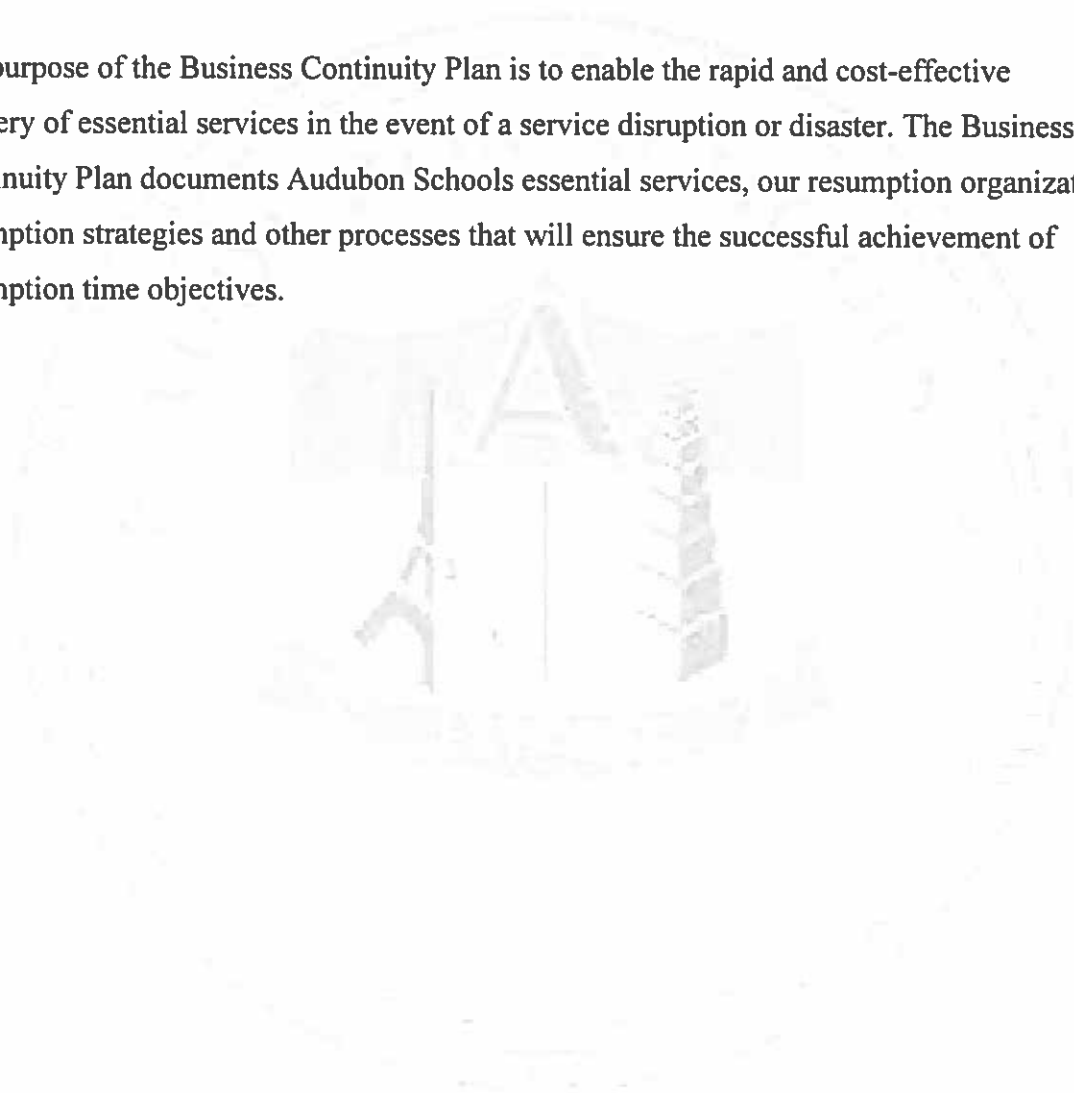


Business Continuity and Disaster Plan

INTRODUCTION

During business as usual everything and everyone is important. However, during and following major disruptions such as a natural disaster, we may only have scant resources to rely on to recover or resume normal school services. In situations like that, it becomes imperative that a plan exists which prioritizes what actions must occur to make resumption of services happen.

The purpose of the Business Continuity Plan is to enable the rapid and cost-effective delivery of essential services in the event of a service disruption or disaster. The Business Continuity Plan documents Audubon Schools essential services, our resumption organization, resumption strategies and other processes that will ensure the successful achievement of resumption time objectives.



The seal of the Fraternal Association of Master Engineers (F.A.M.E.) is a large, faint circular emblem in the background. It features a central shield with a ship's mast and sails, surrounded by a wreath. The text "F.A.M.E." is prominently displayed in the center of the seal, and the words "Fraternal Association of Master Engineers" are written around the perimeter.

Section I.

Business Impact Analysis

SENIOR ADMINISTRATION & SCHOOL MANAGEMENT			
Position	Name	Contact #	Other Contact
Chief Executive Officer (CEO)	Latoye A. Brown	504-494-1896	lbrown@asnola.org 504-452-9699 (personal cell)
Chief Financial Officer (CFO)	Justin Anderson	504-444-6013	janderson@asnola.org
Director of Operations (DO)	Alisa Dupre	504-717-6255	adupre@asnola.org
Director of Development (DD)	Lynn Spearman	504-579-6907	lspearman@asnola.org
Principal	Adrienne Collopy	504-913-0851	Adrienne_collopy@auduboncharter.com
Principal	Melissa Forcier	504-717-0588	Missy_forcier@auduboncharter.com
Principal	David LaViscount	504-655-0442	David_laviscourt@auduboncharter.com
IT Director	Damian Barras	504-669-5066	dbarras@asnola.org

KEY STAFF

Points of Contact

CEO- The primary point of contact and spokesperson for all disruptions of service and natural disasters. The CEO also reviews and approves any internal or external communication that are sent out on behalf of the organization. The CEO is also responsible for communicating with the Chairperson of the FAME Board to share any information or updates resulting from disruptions of service and natural disasters. The CEO is also responsible for mobilizing and communicating with the Senior Administration and School Management teams to prepare appropriate response actions to the situation.

DO- The secondary point of contact for all disruptions of service and natural disasters. Coordinates any physical plant and technology needs with appropriate vendors and personnel.

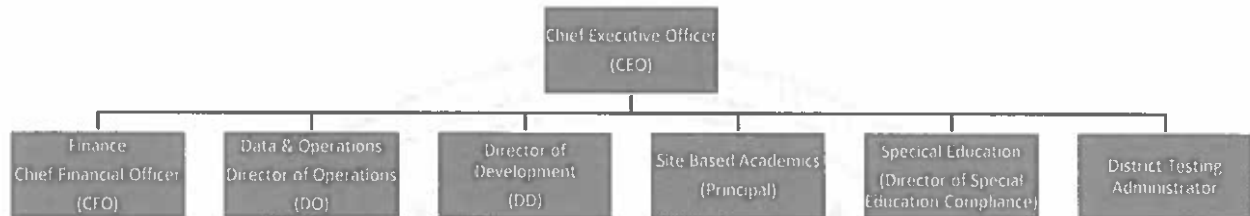
CFO- Acts as primary point of contact and spokesperson in the absence of the CEO. Coordinates all financial and personnel needs with appropriate vendors and personnel. Ensures that all critical financial records and operations are able to be accessed remotely.

DD- Liaises with the CEO to prepare all communication that will be sent out regarding disruptions of service and natural disaster. Manages all organizational communication platforms to ensure consistent messaging. Sends out all external communication on behalf of the CEO.

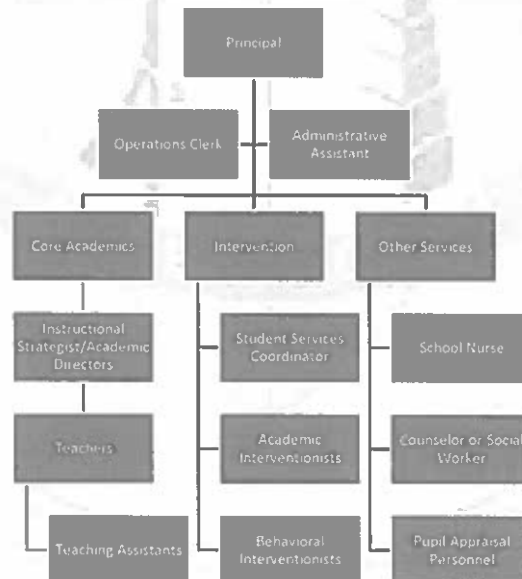
Principals- Manages all internal communication to faculty and staff at each campus. Ensures that all critical school based records and files are either secured or able to be accessed remotely. Ensures that information is available on how to communicate with all site based employees.

STAFFING STRUCTURE

Senior Administration



Site Based Academics



Central Office Academics



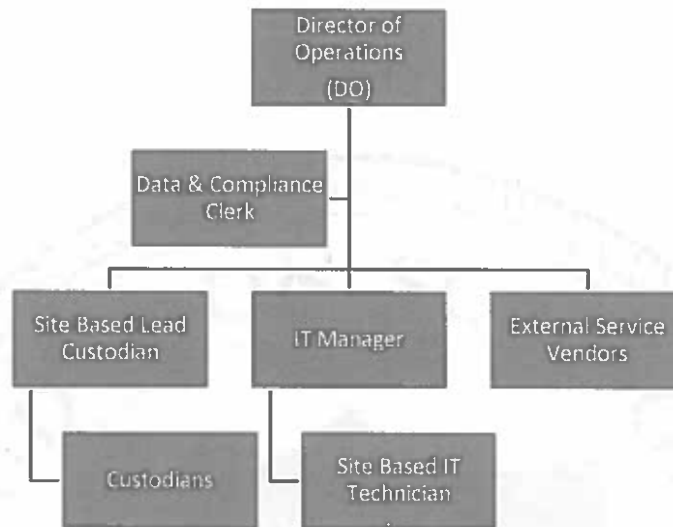
Finance



Strategy & Development



Data & Operations



ENROLLMENT CAPACITY

Grade	Uptown	Gentilly
Pre-K (3)	24	35
Pre-K (4)	64	35
K	100	40
1	100	40
2	100	40
3	100	40
4	100	
5	95	
6	95	
7	90	
8	90	

Premises	428 Broadway Street, New Orleans, LA 70118				
Potential Issues?	Loss of Power, Storms, Flooding				
Premises and Plant					
Standard Equipment and Key Assets (Plant)					
<i>Excluding IT, which systems and equipment would be needed in the event there are limited resources to fulfill our obligations as a school- what would need to be recovered first?</i>					
Equipment and Key Assets	First	Next	Later	Last	N/A
Air Conditioning		X			
Heating				X	
Security	X				
Caretaking (Custodial)		X			
Meals/ Kitchen Facilities				X	
Reception and telephone answering	X		X		
Financial Management					
Nurse and Medical Support			X		
Back office for administration and processing		X			
Other – Internal Telephones					
Utilities					
Service	Vendor				
Gas	Entergy		X		
Electricity	Entergy	X			
Water	SWB-NO		X		
Disposal			X		
Technology					
<i>Systems or applications that are most important to the school</i>					
System/Application	Number of Users				
Server	1		X		
SIMS	3	X			
Admin (Phone Broadcast)	6	X			
Internet	1	X			
Whiteboards/ Projectors	N/A				X
Other (Blackbaud)	3	X			
Work arounds available? (i.e. can systems be replaced by paper documents?)	Cell phones can be used for phone communication and internet hotspots if the internet is not working.				
How many staff members can remotely access first priority systems?	SIS – 3 people Financial Software: 2 Phone Broadcast: 6 State Reporting: 3				

Premises	1111 Milan Street, New Orleans, LA 70115				
Potential Issues?	Loss of Power, Storms, Flooding				
Premises and Plant					
Standard Equipment and Key Assets (Plant)					
<i>Excluding IT, which systems and equipment would be needed in the event there are limited resources to fulfill our obligations as a school- what would need to be recovered first?</i>					
Equipment and Key Assets	First	Next	Later	Last	N/A
Air Conditioning		X			
Heating				X	
Security	X				
Caretaking (Custodial)		X			
Meals/ Kitchen Facilities				X	
Reception and telephone answering			X		
Financial Management	X				
Nurse and Medical Support			X		
Back office for administration and processing		X			
Other – Internal Telephones		X			
Utilities					
Service	Vendor				
Gas	Entergy		X		
Electricity	Entergy	X			
Water	SWB-NO		X		
Disposal			X		
Technology					
<i>Systems or applications that are most important to the school</i>					
System/Application	Number of Users				
Server	1		X		
SIMS	3	X			
Admin (Phone Broadcast)	6	X			
Internet	1	X			
Whiteboards/ Projectors	N/A				X
Other (Blackbaud)		X			
Work arounds available? (i.e. can systems be replaced by paper documents?)	Cell phones can be used for phone communication and internet hotspots if the internet is not working.				
How many staff members can remotely access first priority systems?	SIS – 3 people Financial Software: 2 Phone Broadcast: 6 State Reporting: 3				

Premises	4720 Painters Street, New Orleans, LA 70122				
Potential Issues?	Loss of Power, Storms, Flooding				
Premises and Plant					
Standard Equipment and Key Assets (Plant)					
<i>Excluding IT, which systems and equipment would be needed in the event there are limited resources to fulfill our obligations as a school- what would need to be recovered first?</i>					
Equipment and Key Assets	First	Next	Later	Last	N/A
Air Conditioning		X			
Heating			X		
Security	X				
Caretaking (Custodial)		X			
Meals/ Kitchen Facilities				X	
Reception and telephone answering			X		
Financial Management	X				
Nurse and Medical Support			X		
Back office for administration and processing		X			
Other – Internal Telephones		X			
Utilities					
Service	Vendor				
Gas	Entergy		X		
Electricity	Entergy	X			
Water	SWB-NO		X		
Disposal			X		
Technology					
<i>Systems or applications that are most important to the school</i>					
System/Application	Number of Users				
Server	1		X		
SIMS	3	X			
Admin (Phone Broadcast)	6	X			
Internet	1	X			
Whiteboards/ Projectors	N/A				X
Other (Blackbaud)	2	X			
Work arounds available? (i.e. can systems be replaced by paper documents?)	Cell phones can be used for phone communication and internet hotspots if the internet is not working.				
How many staff members can remotely access first priority systems?	SIS – 3 people Financial Software: 2 Phone Broadcast: 6 State Reporting: 3				

Dependencies

Who do we depend on to operate? What are the touch points from other internal departments, external suppliers and vendors?

Goods/Services	Name of Supplier	First	Next	Later	Last
School Food Service	Pigeon's			X	
HVAC/ Maintenance	Empire Services	X			
WAN/LAN	Cox Communications & ICT		X		
Emergency Roof Repairs	Roofing Solutions		X		

Additional Information

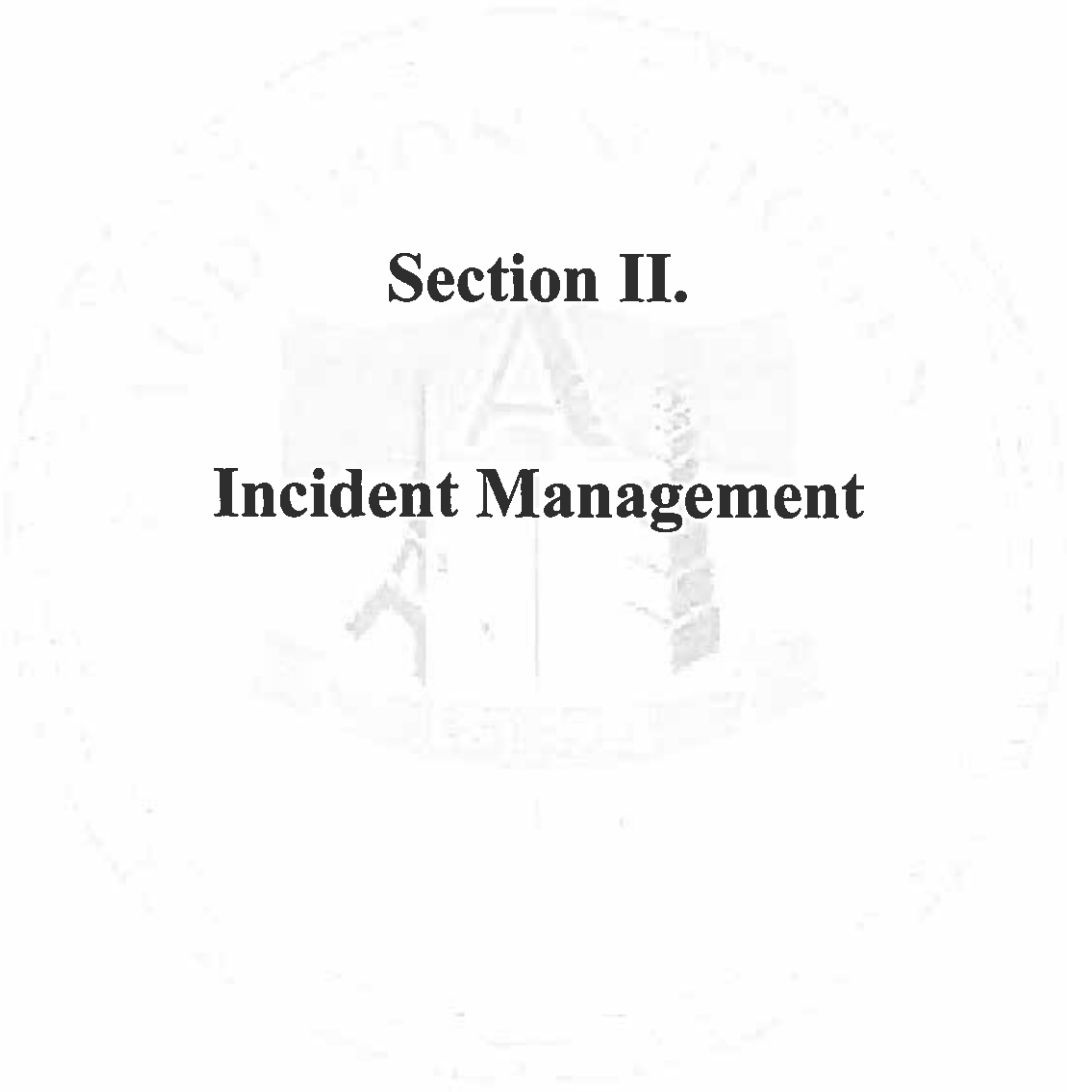
What additional resources not listed above are necessary to restore school services?

In the event of a disaster, we would need to contact someone to assist with disaster clean-up. Depending on the amount and type of clean-up, we can use the following companies:

Empire Services: Building Clean-Up
Ground Force Landscape: Grounds Clean-Up

In the event of a disaster, all data systems are stored and backed up on off-site and/or cloud-based servers. These back-ups are periodically checked and reviewed by the IT Director.

What aspects of the school service would be hard to fully recover?

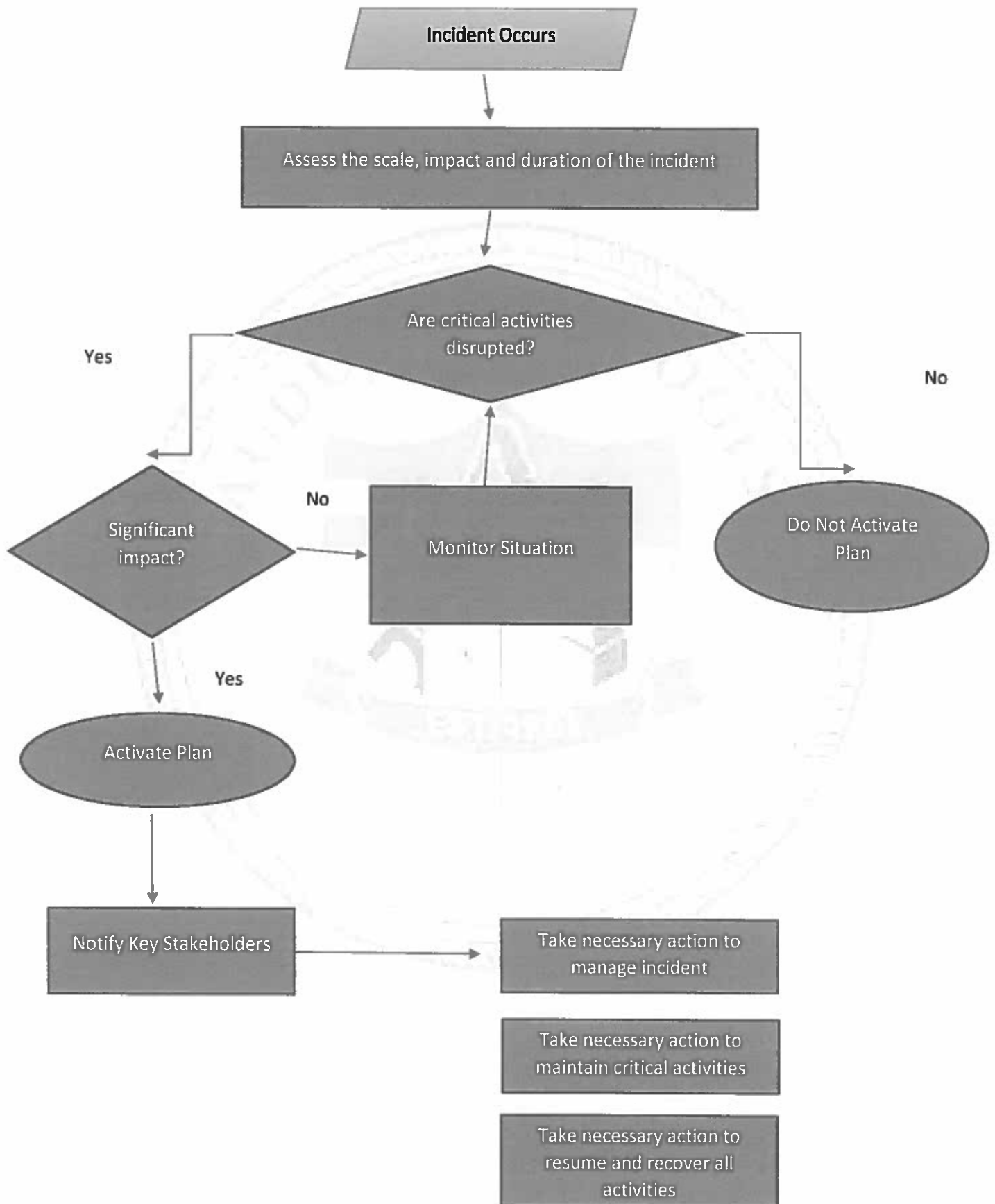
The seal of the Fraternal Association of Master Engineers (F.A.M.E.) is a circular emblem. It features a central shield with a large letter 'A' and a smaller 'M' below it. The shield is flanked by two columns. The entire emblem is encircled by a ring containing the text 'F.A.M.E. SEAL' at the top and '1888' at the bottom.

Section II.

Incident Management

Plan Activation

Circumstances	<p>This plan will be activated to manage the response to any incident causing significant disruption to normal service delivery, particularly the delivery of key/time critical activities. Plan activation triggers may include:</p> <ul style="list-style-type: none"> • Loss of key people or skills e.g. severe weather, emergency response duties or people leaving the organization • Loss of critical systems e.g. ICT network disruption, prolonged power outage • Denial of access or damage to facilities e.g. natural disaster, loss of building due to fire or flood, external emergencies that restrict access to the facility • Direction from local, city, state or federal officials in response to some other critical emergency 	
Authority for Plan Activation	<p>This plan is activated on authority of the following:</p> <ul style="list-style-type: none"> • Chief Executive Officer (CEO) • Chairperson of the Board • Chief Financial Officer (in absence of CEO) • Designee of CEO or Chairperson of the Board 	
Notification Procedures	Who?	Why? (note this is not an exhaustive list)
	CEO	Makes the decision to activate the plan and directs resources as appropriate.
	Board of Directors (FAME)	Responsible for strategic decisions in response to significant incidents
	Orleans Parish School Board	School District
	Brylski Company	Supports the dissemination of external communications to all appropriate channels. Also assists in developing media strategy in the event of an incident that has the potential to attract negative media coverage or cause significant reputational damage to the organization.
	New Orleans Collaborative of Charter Schools	In the event of a major Business Continuity incident, Executive Director Ken Ducote will be available to offer practical advice and support to the organization's Senior Administration and School Leaders
	Stakeholders/Partners	<p>If the incident is causing significant disruption, an appropriate message will be released to stakeholders/partners detailing:</p> <ul style="list-style-type: none"> • What is causing the disruption and the impact • Action being taken to respond to the incident • Estimated length of the disruption and return to business as usual



Incident Management

	REQUIREMENT	ACTION	ACTION DONE?	BY WHO?
1.	Make a quick assessment: <ul style="list-style-type: none"> Survey the scene/situation (if possible) Assess the impact on students and staff Assess scale/severity, duration and impact Disseminate information to stakeholders Call Emergency Services (if necessary) Evacuate or restrict access to facilities as needed 	Gather and share information to facilitate decision-making and enhance the response.		DO
2.	Refer to the appropriate personnel to carry out Incident Management roles	Information on roles and responsibilities can be found in each School's Crisis Plan. See Key Contacts for organizational level personnel roles.		CEO DO
3.	Ensure a log of key decisions and actions is started and maintained throughout the incident	The log should be shared among all Senior Administration and Chairperson of the FAME Board		CEO
4.	Where appropriate, record names and details of any staff or students that may have been injured or affected by the incident as part of your incident record keeping.	This information must be held securely by HR Generalist as it may be required by Emergency Services or other agencies following an incident.		Principals HR Generalist
5.	Log details of all items lost by students, staff, visitors, etc. as a result of the incident, if appropriate	This information must be held securely by HR Generalist as it may be required for insurance purposes		HR Generalist
6.	Assess the key priorities for the remainder of the working day and take relevant action	Consider actions to ensure the health, safety and well-being of students, staff and the wider school		CEO Senior Administration Principals

		<p>community. Consider business continuity strategies as appropriate (i.e. alternative ways of working, alternative work sites, etc.).</p> <p>Consider the school's legal duty to provide school meals to students and how this will be facilitated, even in the event of emergency school closure.</p>		
7.	Log all expenditures incurred as a result of the incident and see advice/ inform the Insurance Company	Record all costs incurred as a result of responding to the incident.		Finance Team
8.	Consider the communications strategy to ensure staff and students are kept informed about what is required of them.	All staff member's emergency contact details should be held securely electronically via PowerSchool as well as in hard copy by the HR Generalist and School Leaders. All student and family contact details should also be held securely electronically via PowerSchool.		CEO DD HR Generalist
9.	Ensure recording processes are in place for staff/students leaving each site (i.e. sign-out measures)	Ensure the safety of staff and students before they leave the site and identify suitable risk control measures as required.		Principals Operations Clerks

The seal of F.A.M.E. (Fraternal Association of Master Engineers) is a circular emblem. It features a central shield with a vertical line down the middle. The left side of the shield contains a stylized 'A' and the right side contains a stylized 'E'. Above the shield is a banner with the text 'F.A.M.E.' and below it is another banner with the text 'EST. 1888'. The outer ring of the seal contains the text 'FEDERATION OF AMERICAN MASTER ENGINEERS' at the top and '1888' at the bottom.

Section III.

Business Continuity

Business Continuity Activities

PLANNING				
	Requirement	Action	Action Done?	By Who?
1.	<p>Take time to understand and evaluate the impact of the incident on “business as usual” activities by communicating with key stakeholders to gather information.</p> <p>Identify any other stakeholders who may be required in the business continuity response</p>	Depending on the incident, more specific or additional input may be needed in order to drive the recovery of critical activities. This may require the involvement of external partners.		
2.	Plan how critical activities will be maintained, utilizing pre-identified or new business continuity strategies.	<p>Consider</p> <ul style="list-style-type: none"> • Immediate and ongoing priorities • Communication strategies • Resource availability • Deployment of resources • Roles and responsibilities • Finance • Monitoring the situation • Reporting • Stakeholder engagement • Any welfare issues • Planning the recovery of non-critical activities 		
3.	Log all decisions and actions, including what you decide not to do and include your decision making rationale.	The log will be maintained and shared by the Senior Administration and Chairperson of the Board.		
4.	Log all financial expenditures incurred as a result of the incident.	The log will be maintained and shared by the Senior Administration and the Chairperson of the Board.		

TACTICAL OPTIONS TO MITIGATE AGAINST A LOSS OF PREMISES		
	Option	Additional Information
1.	Identification of alternative locations designated as the agreed “work area recovery site”. Accessibility for these identified premises will need to be considered. There may be multiple sites identified if there is a need for a large premises and these sites must be documented.	
2.	Creating an emergency “grab bag” that contains essential information and equipment needed for both incident management and business continuity which is stored in a secured place. Each school site or department will have a person who is responsible for regularly checking and updating the bag.	<p>School Site- Administrative Assistants. Grab Bag contains emergency contact information for staff and students.</p> <p>Finance-CFO. Grab Bag contains hard drives of all financial files not backed up to cloud, any important physical documents, checks.</p> <p>HR-HR Generalist. Grab Bag contains hard drive of files containing employee information.</p> <p>CEO-Grab Bag contains back-up hard drive of employee files, any important physical documents.</p>
3.	Mutual support agreements with schools where there is capacity for schools to accommodate each other in the event of an incident.	This will be facilitated by OPSB.
4.	Virtual leaning environment opportunities if available.	Potentially available by adding feature to our Zoom subscription
5.	Localizing the incident e.g. isolating the problem and utilizing different sites or areas within the CMO, renting space	Temporary rental of space due to a qualified incident is covered under school insurance policy
6.	Off-site activities e.g. field trips, park activities	
TACTICAL OPTIONS TO MITIGATE AGAINST A LOSS OF CRITICAL ICT SYSTEMS		
1.	Flexible lesson plans	Accept paper copies of lesson plans, have teachers place lesson plans on USB drives or upload to the Google Drive

2.	Use of secure external network, virtual networks or secure cloud that can be accessed via the internet to allow back up and protection for files	This option is already in place for all critical school systems in operations, finance, IT and student data.
3.	Manual workarounds: ensure there is a record of where pre-printed forms, etc. are stored and that there are procedures to guide their use when necessary	Create Google Drive for storage and share with appropriate staff
4.	Access systems via internet outside of the network for secure, cloud based applications	Already in place for all critical school systems.
5.	Ensure that everyone who requires ICT to undertake critical activities has the ability to work at home where possible and appropriate.	All key personnel have organizational cell phones which have internet capability.
6.	Use different ways of working. This may include: changing work patterns, suspending “non-critical” activities to focus on priorities and assisting the recovery of critical systems in the first instance with a phased approach for all other ICT “non-critical activities.	
TACTICAL OPTIONS TO MITIGATE AGAINST A LOSS OF STAFF OR SKILLS		
1.	Use of temporary staff (teaching/non-teaching)	
2.	Cross training to ensure staff can undertake different roles and responsibilities.	
3.	Use different ways of working to allow for a reduced workforce.	
4.	Suspending “non-critical” activities to focus on your priorities	
5.	Ensuring that the business continuity aspects of staff management are considered in all management arrangements (e.g. managing attendance, job descriptions, contractual requirements, etc.)	
TACTICAL OPTIONS TO MITIGATE AGAINST LOSS OF FINANCIAL OPERATIONS		
1.	Use access controls such as user IDs and passwords specific to each person and application	Currently in place for SIS, State Reporting, Financial and HR Systems
2.	Store all data for accounting system off-site so it is not dependent on the school’s servers and accessible in case of restricted access to the physical facility	
3.	Maintain payroll data in a third party payroll system	
4.	Use accounting software (Blackbaud) that is web-based and can be remotely accessed using user IDs and passwords	
5.	Use of tokens for all members of Finance Team to access bank accounts	

6.	Ensure a policy exists which governs an alternative form of accessing funds is available in the event physical checks are unavailable (e.g. ACH wire transfers)	
7.	Use of a shared cloud drive to store any documents necessary to maintain accurate financial records	
8.	Maintain benefits documentation on the broker's site, allowing remote access by the Finance Team	
9.	Maintain insurance which temporarily covers the salary of key personnel during a qualified incident	



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Section IV.

Recovery and Resumption

Recovery and Resumption Activities

	REQUIREMENT	ACTION	ACTION DONE?	BY WHO?
1.	Agree and plan the actions required to enable recovery and resumption of normal working practices	Agreed actions will be detailed in an action plan and set against timelines with responsibility for completion clearly indicated		
2.	Continue to record all expenditure incurred as a result of the incident	The log will be maintained and shared by the Senior Administration and Chairperson of the Board.		
3.	Respond to any ongoing and long term support needs of Staff and Students	Depending on the nature of the incident, school sites may need to consider the use of health services such as counseling		
4.	Once recovery and resumption actions are complete, communicate the return to "business as usual"	Ensure all staff are aware that the Business Continuity and Disaster Plan is no longer in effect		
5.	Carry out a "debrief" of the incident with staff as appropriate Complete a post incident report to document opportunities for improvement and any lessons identified.	The incident de-brief should be reviewed by all members of the incident team to ensure that key actions resulting from the incident are implemented within the designated timelines		
6.	Review this Business Continuity and Disaster Plan in light of lessons learned from the incident and the consequent response to it	Implement recommendations for improvement and update this Plan		