

CHARTER SCHOOL FACILITIES MANAGEMENT

PURPOSE AND APPLICABILITY

It shall be the policy of the Orleans Parish School Board to require that school buildings and grounds be maintained in good physical and sanitary condition. The School Board, therefore, shall instruct the Superintendent to assure that all normal building and grounds maintenance, repairs and improvement functions are an integral part of the administration of the school system, including the regular evaluation for any safety hazards.

The Superintendent shall be vested with a broad range of administrative and supervisory authority relative to the properties owned by the School Board. The Superintendent shall ensure that the care of such property complies with applicable laws, ordinances and regulations, including building and fire safety code regulations, until such property is sold, leased or otherwise disposed of by the School Board.

The provisions of the policy listed below shall be intended to apply to charter schools that occupy School Board-owned properties. The provisions do not apply to those in non-owned buildings, unless otherwise provided in charter agreements, leases, or state law. The School Board reserves the right to oversee and intervene in cases where the health and safety of public school students may be compromised in non-owned school facilities.

The School Board's *Facility Procedures Handbook* details the processes and procedures concerning the care and maintenance of school buildings that charter schools shall follow.

ASSIGNMENT OF SCHOOL FACILITIES

In accordance with state law, the School Board shall make available to an approved charter operator any vacant school facility, or any facility slated to be vacant, for lease or for purchase on an "as-is" basis. Charter operators will not be required to correct deficiencies or make improvements beyond the condition that existed when the charter operator first occupied the building(s). The charter operator shall be required to return the property to the School Board at the end of the lease in at least as good condition as existed when the property was first occupied by the charter operator. The School Board cannot guarantee the availability of vacant, usable facilities for charter operators.

DEFINITIONS

1. *Preventive Maintenance* - Preventive maintenance is activity that is regularly performed on a piece of equipment to lessen the likelihood of it failing; is performed while the equipment is still working so that it does not break down

- unexpectedly; is planned so that required resources are available; is scheduled based on a time or usage trigger; and/or is typically performed on equipment that has a critical operational function.
2. *Capital Improvement* - A capital improvement creates an addition, physical enlargement or expansion of a building; creates an increase in capacity, productivity or efficiency; rebuilds property after the end of its economic useful life; replaces a major component or structural part of the property; improves the quality of the property; and/or adapts property to a new or different use. All capital items such as boilers, chillers, roofing systems, air handlers, etc., have an average useful life. The durations of useful life for each system are based on industry standards, such as the *American Society of Heating, Refrigeration, and Air Conditioning Engineers* (ASHRAE) and the *Chartered Institute of Buildings* (CIOB). The replacement of those systems that have exceeded their useful life shall be identified as needed capital improvement.
 3. *Capital Expenditure* - The amount spent on a capital improvement.
 4. *Minor Repair* - A minor repair is considered an improvement that keeps property in efficient operating condition; restores the property to its previous condition rather than improving the quality of the property; and costs **less than \$10,000** per occurrence. For example, repairing a leaking faucet would be a minor repair. Replacing all of the drain lines and plumbing fixtures in on a campus would be a capital improvement.
 5. *Major Repair* - A major repair is considered an improvement that keeps property in efficient operating condition; restores the property to its previous condition rather than improving the quality of the property; and costs **more than \$10,000** per occurrence. For example, repairing a section of a roof would be a major repair item if the cost were more than \$10,000. Replacing the entire roof would be a capital improvement.
 6. *Funding Availability* (Capital Improvement Project) - Availability of revenues to undertake a capital improvement project or a program of projects. In the case of projects to be budgeted by the proceeds of bonds or other types of debt, funding availability shall also mean the availability of a revenue stream to retire the debt, including principal, interest, and issuance costs and the proportionate sharing of any newly incurred, associated debt service for the designated capital improvement project to the extent not provided in existing Charter Funding statutes. Funding availability shall also include consideration of restrictions on the use of potential funds.
 7. *Facilities Condition Assessment* - A facilities condition assessment describes the process of a qualified group of trained industry professions performing an analysis of the physical condition of a facility or group of facilities. The facilities condition assessment evaluates the condition of major building systems and

rates those systems, as well as the entire facility, in comparison to the typical useful life of each system and the potential replacement cost of the facility. A facilities condition assessment shall be the basis for determining the condition, including the extent of deferred maintenance, of School Board buildings prior to occupancy by charter schools (“pre-existing”). The School Board shall periodically update the *Facilities Condition Assessment* in order to inform the *School Facilities Master Plan* for Orleans Parish.

8. *Facilities Alteration* - Alteration includes, but is not limited to changes in site outdoor features; facilities configuration; fabrication, modification, removal, or installation of hardware and equipment; adding or removing signs; erection, relocation, or removal of partitions, doors, and windows; changes in color and types of finishes and flooring materials; structural/physical changes to interior space such as installation of fixed equipment or furniture requiring utility, electrical, laboratory exhaust or HVAC connections; BAS Software or programming changes that effect an engineer’s sequence of operations; and any other changes that have implications for the health and safety of occupants.

RESPONSIBILITIES

Preventive maintenance shall be a charter school responsibility, regardless of the cost. Charter schools housed in School Board facilities shall be responsible for Minor Repairs with a cost of less than \$10,000 per occurrence. Charter schools shall be responsible for Major Repairs with a cost of more than \$10,000 per occurrence, if said repair is the result of inadequate or neglectful maintenance on the part of the charter school lessee or their contractors/subcontractors. The School Board shall be responsible for Major Repairs (cost of more than \$10,000 per occurrence) that are not the result of inadequate or neglectful maintenance on the part of the charter school lessee, subject to the availability of funding.

Charter schools may request, through the Superintendent or Superintendent’s designee, Capital Improvement Projects for inclusion in the School Board’s Capital Budget, capital improvement programs, and revisions to the *Master Plan*. Such project requests shall be considered in accordance with funding availability, the Master Plan and capital budgeting priorities, the critical need for projects so requested, age and condition of buildings, educational adequacy, and other appropriate considerations, regardless of school operators. Priority shall be given to projects where the work is required for the schools to serve as safe and healthy learning environments.

In the event that the School Board obtains capital funds through insurance proceeds or disaster relief, such funds shall be utilized to the extent available and feasible to return damaged facilities to their original conditions. If a damaged facility is beyond feasible repair, or if funds are not sufficient to restore the facility to its original condition, the School Board cannot guarantee that the damaged facility will be restored or replaced.

A charter school shall promptly notify the Superintendent or his/her designee if it receives a citation from a regulatory agency (such as the Office of the State Fire Marshal, the Office of Public Health, the Department of Environmental Quality, Department of Safety & Permits, etc.) which would disrupt operations or close the building.

In the event that new or replacement systems and materials are covered by a manufacturer's warranty, the charter school shall be responsible for understanding and adhering to the warranty's operations & maintenance requirements so that valid claims can be made for issues that occur during the warranty period. If an issue arises with a system or material that is under warranty, the charter school shall immediately notify School Board facilities staff. School Board facilities staff shall work with the charter school to develop the most appropriate approach for to resolve the issue.

Movable and fixed assets, e.g. technology items, furnishings, and equipment, owned by the School Board with an original purchase price greater than \$5,000 shall be inventoried, and inventories shall be tracked. When a charter is terminated and/or when a charter school relocates from one building to another, the School Board and the charter operator shall work together to verify the accuracy of the inventory. The charter operator shall be held accountable for safeguarding all contents that were conveyed as a part of the lease agreement.

The School Board shall secure insurance for any OPSB-owned facility and contents leased to a charter operator. The charter operator shall pay the cost of such insurance pursuant to the terms of its facility lease with the School Board. If a building is damaged beyond the point that rebuilding is reasonable, and if the capacity of that building is needed to satisfy enrollment demands, the School Board shall construct a new facility for that capacity following district design and educational adequacy standards.

FACILITY ALTERATIONS

Facility alterations shall enhance and support educational activities and must not compromise the safety, structural integrity or design flexibility of the facility and learning environment. Alterations may not diminish in any way the monetary value of the facility, its grounds, or other property.

A charter school may fund and implement Capital Improvement Projects through its own self-generated revenues, subject to the following: (1) prior School Board approval for any changes that cost \$500,000 or more, and (2) completion to be at charter school's own expense and risk. All improvements made to School Board owned property by charter schools shall become the property of the School Board, unless otherwise agreed to by the parties in writing.

All facilities alterations shall comply with procedures identified in the *Facility Procedures Handbook*.

Contracts for architectural and engineering design and for construction of Capital Improvement Projects, whether implemented by the School Board or by a charter operator, shall include insurance requirements indemnifying both the School Board and the respective charter operator as additional named insureds.

PREVENTIVE MAINTENANCE PROGRAM

All charter schools shall develop and present for approval by the Superintendent or his/her designee a *Preventive Maintenance Plan* (PMP) for all building systems and materials in accordance with the manufacturer's specifications and requirements. The PMP shall specify corrective action that will be taken to ensure peak efficiency and minimize deterioration through compliance with manufacturers' recommendations for all building systems and materials. The PMP shall be designed to maximize the usable economic life and the performance of all building components.

The PMP shall be developed and submitted to the School Board annually and shall be implemented in compliance with all procedures identified in the *Facility Procedures Handbook*.

Each charter school shall implement the PMP at its own risk and expense and provide reports (as outlined in the *Facility Procedures Handbook*) detailing activities performed as well as any deficiencies identified on a periodic basis. Records regarding PMP activities, as well as all other maintenance and repairs, shall be maintained by all charter schools and made available for audit at the request of the School Board.

Failure to maintain an adequate PMP shall result in the charter school assuming financial responsibility for any repairs and capital improvement projects caused by its inadequate repairs, maintenance, and/or execution of the PMP.

FACILITY INSPECTIONS

A physical inspection of facilities to identify deficiencies in the PMP, other repairs, needed capital/major maintenance projects, and or code/regulatory concerns shall be performed jointly by representatives of the School Board and the charter school on a periodic basis with follow-up inspections as needed to ensure that all deficiencies have been remedied.

SMOKING/TOBACCO USE ON SCHOOL BOARD PROPERTY

The use of any tobacco product, smokeless tobacco, and any smoking object/device, including electronic cigarettes and similar devices, shall be prohibited on and in all School Board property and vehicles and at all school-sponsored functions. *School Board property* shall include any elementary or secondary school building or other buildings on a school campus, any portable buildings, field houses, stadiums, equipment

storage areas, vacant land, or any property owned, operated, or leased by the School Board. This prohibition shall not apply to any outdoor area proximate to the School Board Central Office building that is within twenty-five feet of any entrance to the building, as long as no portion of such building is used as a school facility.

Tobacco advertising shall also be prohibited in school buildings, at school functions, and in all school publications.

ALCOHOLIC BEVERAGES

The School Board shall prohibit the use, sale, possession or consumption of alcoholic beverages on any School Board property, except as otherwise provided in policy *KF, Use of School Facilities*.

Revised: March 16, 2017

Ref: La. Rev. Stat. Ann. §§17:10.5, 17:3973, 17:3981, 17:3981.2, 17:3982, 17:3991, 17:3991.1; Board minutes, 10-22-09, 5-17-16, 3-16-17.