

MARCH 2017 UNIFICATION UPDATE: PROCESS
DOCUMENTS AND POLICIES

February 2017

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Unification Advisory Committee

February 21st, 2017

Milestone Submission re: School Performance Framework Draft and Test Monitoring Expectations

Herein is a

- A. Draft set of Financial performance measures for use in a revised School Performance framework, within a unified system
- B. Draft set of Organizational performance measures for use in a revised School Performance Framework, within a unified system
- C. Proposed actions to clarify expectations and roles and responsibilities in regards to Test Monitoring starting in in July 2017

A. DRAFT Financial Performance Measures

Herein is a set of draft Financial Performance Measures that would be assessed formally once a year and monitored throughout.

Important notes regarding this draft:

- *Measures and Targets:* The intent of this draft is to highlight financial *measures and targets being proposed*. The financial measures and targets stand to be reconsidered and reviewed throughout the spring, but at this time represent the considerations of OPSB informed by extensive Task Force discussion
- *Rating Process:* The proposed rating process aligns with the current approach utilized by OPSB and also the general approach undertaken by the state throughout the “Fiscal Risk Assessment” process it carries out for all LEAs. The rating process would occur in two phases: first a preliminary rating, then a final rating.

Step 1: Preliminary Ratings

- Schools would receive a preliminary rating indicating that they have met the standard or that more dialogue is needed. If schools fall below the standard, a conversation would be initiated to determine the extent to which the failure to meet the standards truly indicates a financial risk or distress. Specific protocols and processes would be in place to manage those conversations and reviews.
- For example, an item requiring more dialogue may be due to the fact that a school might make a strategic long-term financial decision that results in it missing a standard in the near term. Currently, OPSB follows up with the schools to discuss the preliminary rating and review past and current financials to understand factors impacting the specific measure. The goal of the conversations is to assess the degree to which the school missing the target is based upon a set of sound factors or, if in fact, it is an indication of financial risk or distress.

Step 2: Final Ratings: The final rating would be issued, once all dialogue items are addressed. Below is a current example of the final rating process:

- *Meets Expectations:* A *Meets Expectations* rating indicates sound financial viability based on the overall financial record. Either the school has already met the standard based on the financials under review, or previous financial concerns that produced a preliminary *Dialogue* rating have been adequately remedied based on more current financial data or addressed adequately based on additional information gathered through the dialogue with the school/network leaders such that OPSB concludes that performance against the standard indicates sound financial viability.
- *Does Not Meet Expectations:* A *Does Not Meet Expectations* rating indicates that upon further review following a preliminary *Dialogue* rating, OPSB concludes that there is financial risk such that heightened monitoring and/or intervention may be warranted. A *Does Not Meet Standard* rating means that even based on more current financial information, the school is not currently meeting the standard or concerns previously identified, although not currently manifested, have been of a depth or duration that warrants continued attention.
- *Falls Far Below Expectations:* A *Falls Far Below Expectations* rating indicates that upon further review following a preliminary *Dialogue* rating, OPSB identifies significant financial risk and has concerns about financial viability such that heightened monitoring and/or intervention are

necessary. The school’s rating will be based on both the most recent audited financials and more current unaudited financials. OPSB will also consider any relevant context for the school’s financial position that informs the causes of the school’s substantial shortcomings for the area in question. Appropriate monitoring and/or intervention will be determined, in part, by how the rating on the standard in question fits within the school’s overall performance on the framework.

<u>DRAFT Measure</u>	<u>DRAFT Target for “Meets Expectations”</u>	Next steps to address outstanding concerns or remaining questions
<p>Current Ratio: Current Assets / Current Liabilities</p>	<p><i>Target for “Meets Expectations”:</i></p> <ul style="list-style-type: none"> • Current Ratio is greater than or equal to 1.1, or • Current Ratio is between 1.0 and 1.1 and one-year trend is positive (current year ratio is higher than previous) • For schools in their first or second year of operation, the current ratio must be greater than or equal to 1.1 <p><i>Dialogue Needed:</i></p> <ul style="list-style-type: none"> • Current Ratio is between 1.0 and 1.1 and one-year trend is negative, or • Current Ratio is less than or equal to 1.0 	
<p>Unrestricted Days Cash: Unrestricted Cash / [(Total Expenses – Depreciation Expense)/365]</p>	<p><i>Target for “Meets Expectations”:</i></p> <ul style="list-style-type: none"> • For schools/Networks beyond 2nd year of operation: at least 30 Days Cash for schools • For schools/Networks in Year 1 and 2 of operation: Minimum of between 15 to 30 Days of Cash <p><i>Dialogue Needed:</i></p> <ul style="list-style-type: none"> • Days Cash is between less than 30 and one-year trend is negative, or • Days Cash is below 15 for Yr 1 and Yr 2 Schools 	<p>Consider altering to a 3-month average, to strengthen measure, and if so method for collecting that information.</p>
<p>Enrollment Variance: Actual Enrollment on October 1 divided by Enrollment Projection for FY</p>	<p><i>Target for “Meets Expectations”:</i> Enrollment Variance equals or exceeds 95% in the most recent year</p> <p><i>Dialogue Needed:</i> Enrollment Variance is below 95% in the most recent year</p>	<p>Confirm method for Budget Projection to be collected from schools with independent LEA status (i.e. submitted on June 30th via draft budget, and then provide approved budget once complete)</p>
<p>Default</p>	<p><i>Target for “Meets Expectations”:</i> School is not in default of loan covenant(s) and/or is not delinquent with debt service</p> <p><i>Dialogue Needed:</i> School is in default of loan covenant(s) and/or is delinquent with debt service</p>	
<p>Debt to Asset Ratio: Total Liabilities/ Total Assets</p>	<p><i>Target for “Meets Expectations”:</i> Debt to Asset Ratio is less than 0.90</p> <p><i>Dialogue Needed:</i> Debt to Asset Ratio is greater than or equal to 0.90</p>	<p>Consider degree to which there is overlap with Current Ratio, and if too much reconsider including.</p>
<p>Unrestricted Net Asset Percentage: Unrestricted Net Assets/Total Expenses</p>	<p><i>Target for “Meets Expectations”:</i></p> <ul style="list-style-type: none"> • Y1: >2% • Y2: >3% • Y3: >4% • Y4: >6% • Y5: >8% • +Y5: >10% <p><i>Dialogue Needed:</i> If schools fall outside % above</p>	
<p>Strength of Financial Controls: Review of Annual Audit Opinion</p>	<p><i>Target for “Meets Expectations”:</i> Unqualified audit with no findings deemed to be significant, material, or internal control weaknesses</p>	

DRAFT Measure	DRAFT Target for “Meets Expectations”	Next steps to address outstanding concerns or remaining questions
	<i>Dialogue Needed:</i> Audit findings material or non-material, or recurring	

B. DRAFT Organizational Performance Measures and Targets

Herein is a set of draft Organizational Performance Measures that would be assessed formally once a year and monitored throughout. Important notes regarding this draft:

- *Measures and Targets:* The intent of this draft is to highlight *measures being proposed*. Additional work will be carried out throughout the spring to develop the right standard for meeting expectations in specific areas.
- *Rating Scale:*
 - The proposed rating scale at this time would be “Meets Expectations”, “Does Not Meet Expectations”, and “Falls Far Below Expectations.” However, as work is carried out throughout the spring clarifying the guidance that would align to each rating category, there may be the need to revisit this approach. Specifically, it may be deemed more useful and expedient to only have 2 categories rather than 3.
 - As with the Draft Financial Measures, the process for rolling up individual ratings to an overall “score” based upon a point structure is to be determined, as well.
- *“In Good Standing”:* In the majority of instances herein, the proposed target for “Meeting Expectations” states that the school is “In Good Standing” with respect to the expectations for each measure. Two important items to note:
 - Specificity regarding what constitutes “In Good Standing” needs to be developed in order to inform ratings, clarify expectations and help to ensure that standards are implemented consistently, efficiently, and with fidelity across the system.
 - One model being considered to help clarify expectations is that used by EnrollNOLA, which outlines the degrees to which actions are out of compliance with expectations and the corollary disciplinary/warning action taken.

- *Summary of Measures:* The Draft Organizational Measures are organized into the following sub-categories:

Sub-Category
School Governance
Administrative Expectations
Family Communications
Student Enrollment and Privacy Practices

Special Populations
Data Integrity
Facility Maintenance and Safety

DRAFT Measure	DRAFT Target for "Meets Expectations"	DRAFT Method for evaluating schools	Next step to determine target and/or strengthen guidance
School Governance			
School is governed by a charter board that adheres to all school governance laws, policies and contractual obligations.	Charter board is "In Good Standing" regarding legal and contractual governance obligations, in areas including but not limited to: LA Open meetings laws; LA Public Records Act; LA Public Bid Law; LA Code of Ethics; Maintenance of Records; Charter Board Composition; Charter Member Training and disclosure requirements.	<ul style="list-style-type: none"> - Review of submitted documents and assurances aligned to legal responsibilities (trainings, composition, etc.) - Periodic review of meetings and website postings throughout year - Review of notices, information received re: board's adherence to expectations from other regulatory agencies 	Clarify what specific actions or frequency of violations would lead to school falling short of meeting expectations.
Administrative Expectations			
School submits complete documents in accordance with timelines set forth in the OPSB Reporting Calendar and LDOE timelines.	School meets <i>all reporting deadlines</i> with complete information and is in good standing with the LDOE regarding reporting requirements.	- Summary of missed OPSB and LDOE deadlines tracked throughout the year.	Consider what number of missed deadlines would constitute below "meeting expectations" here.
School adheres to all expectations and requirements set forth in any federal or state regulated grants.	School is "In Good Standing" regarding all federal and state regulated grants and fund requirements.	<ul style="list-style-type: none"> - Within OPSB's LEA any violations or documented issues of concerns re: compliance or use of funds, Title requirements for staffing, etc. - For schools not in OPSB's LEA, LDOE's assessment of compliance with expectations 	Clarify types of violations which would lead to school falling short of expectations/ "not in good standing" to the extent possible.
School complies with all contractual obligations, not otherwise noted specifically.	School is "In Good Standing" related to federal, state, local laws, policies, regulations and/or contractual obligations.	- Review and consideration of any information received or observed by OPSB throughout its broader monitoring efforts in regards contractual obligations and determine the extent to which	Clarify that 'meets expectations' here would depend upon the nature of non-compliance and how it is addressed through accountability warnings, notices, etc.
Family Communications			
School ensures the parent/student handbook includes all required information for federal, state, local laws, policies and contractual obligations.	School handbooks includes all relevant requirements.	- Review of handbook annually against predetermined list of required elements.	
School ensures its website provides families with information required by federal, state, and local laws, policies and contractual obligations.	School website is up to date and contains all required documents by 1st day of school and periodically throughout the school year.	- Audit of website against a predetermined list of required elements throughout the school year.	Clarify 'up- to-date', given nature and timing of any audit of website.

DRAFT Measure	DRAFT Target for "Meets Expectations"	DRAFT Method for evaluating schools	Next step to determine target and/or strengthen guidance
School has and consistently adheres to stated procedures for addressing parent/guardian concerns.	School meets expectations for parent/guardian complaint procedures.	<ul style="list-style-type: none"> - Review of complaint policy. - Review of issues raised by parents on an ongoing basis against policy 	Clarify what level of non-compliance or matter of frequency would lead to school falling short of meeting expectations

Student Enrollment and Privacy Practices

School adheres to all EnrollNOLA expectations in order to ensure student enrollment decisions are fair, transparent, non-discriminatory, and efficient for families and students.	School is "In Good Standing" regarding EnrollNOLA, by having no Tier 1 or Tier 2 violations based upon the EnrollNOLA accountability framework.	<ul style="list-style-type: none"> - Summary report from EnrollNOLA issued warnings, violations, etc. 	
School adheres to timely transfer of records expectations.	School has fewer than 2 instances of records transfers exceeding 10 days	<ul style="list-style-type: none"> - Dependent upon reports of non-compliance with expectation from receiving schools. 	<ul style="list-style-type: none"> - Develop guidance/rules regarding transfer or records and consider when and how the '10 days begins' regarding sending or receiving school.
School ensures expulsions and suspensions are administered in accordance with district-wide expectations.	School is "In Good Standing" with meeting Student Hearing Office policies and assigning of school suspensions	<ul style="list-style-type: none"> - Dependent upon summary report from Student Hearing Office with regards to level of school compliance with expulsion procedures - Dependent reports of non-compliance with due process expectations for suspensions. 	<ul style="list-style-type: none"> - Clarify what level of non-compliance or matter of frequency would lead to school falling short of meeting expectations - Consideration practicality of monitoring suspension due-process (may be infeasible)
School complies with stated and approved admissions practices (where applicable).	School is deemed "In Good Standing" regarding the schools internal admission and lottery processes, etc.	<ul style="list-style-type: none"> - Review of admission practices; observation of any lotteries of admission events - Review of complaints re: admission practices and concerns raised during on-going monitoring efforts 	<ul style="list-style-type: none"> - Clarify what level of non-compliance or matter of frequency would lead to school falling short of meeting expectations
School ensures student information is protected.	School has policies in place aligned to federal, state, local laws and contractual obligations and no violation of such policies.	<ul style="list-style-type: none"> - Review of documentation re: student data privacy and information handling such as, evidence of Annual FERPA notification, Board Policy/Procedure for compliance with FERPA and Louisiana Data Privacy Legislation, Media Release Forms for Student Graphics, Copies of MOU's related to student data privacy. - Review of any complaints or notices received regarding compliance or issues raised through general monitoring efforts 	<ul style="list-style-type: none"> - Clarify what level of non-compliance or matter of frequency would lead to school falling short of meeting expectations

Special Populations

DRAFT Measure	DRAFT Target for "Meets Expectations"	DRAFT Method for evaluating schools	Next step to determine target and/or strengthen guidance
School complies with all applicable federal, state and local laws, regulations, consent decrees and contractual obligations related to ensuring special education students rights are protected.	School is "In Good Standing" regarding meeting its legal and contractual obligations to students with disabilities. 504, IEP, etc.	<ul style="list-style-type: none"> - Summary report for items and related warnings, and violations for any standard monitoring conducted across schools (key metrics in SER, site visits and file reviews, etc.) - Review of complaints/concerns issues raised and extent to which they align with pre-determined level of violation or warnings. 	<ul style="list-style-type: none"> - Clarify what level of non-compliance or frequency would lead to school falling short - Specifically draw upon guidance from existing resources- state expectations, Consent decree processes and targets, current RSD compact indicators, etc. - Consider extent to which RTI requires its own attention as a separate measure.
School complies with all applicable federal, state, and local laws, regulations, consent decrees and contractual obligations related to ensuring English Language Learners rights are protected.	School is "In Good Standing" regarding meeting its legal and contractual obligations to English Language Learners.	<ul style="list-style-type: none"> - Summary report for items and related warnings, and violations for any standard monitoring conducted across schools (artifact reviews, key compliance metrics, etc.) - Review of complaints/concerns issues raised and extent to which they align with pre-determined level of violation or warnings. 	<ul style="list-style-type: none"> - Clarify what level of non-compliance or frequency would lead to school falling short of meeting expectations -Specifically draw upon guidance w from existing resources- state expectations, Consent decree processes and targets, etc.
Data Integrity			
School submits accurate student data and all other relevant information to all federal, state, and local entities	School is "In Good Standing" regarding data submissions a result of monitoring in areas such as, but not limited to: Student Attendance Data, Student Discipline Data, Evidence submitted in support of expulsion, Title Data submissions, Student With Disabilities submissions; etc.	- Summary of results of monitoring efforts.	- Clarify what level of non-compliance or matter of frequency would lead to school falling short of meeting expectations
School administers tests in accordance with policy and ensures student test data is valid and accurate.	School is "In Good Standing" regarding test administration.	- Review of results of annual test monitoring efforts.	Ensure elements leading to warnings or violations through monitoring are standardized across schools via state and local policy and regulation and then clarify which level equates to not meeting expectations annually.
Facility Maintenance and Safety			
For schools in OPSB Facility: School complies with all terms of Lease Agreement	School is "In Good Standing" with regards to its lease agreement.	- Summary of result from year-long management of lease agreement.	Ensure levels of non-compliance with lease agreement are articulated.
School passes annual Maintenance, Health and Safety Check. (Health and Safety for schools in non-OPSB Facility)	School passes annual inspection.	- Results of annual inspection.	

C. Test Monitoring

Per the Unification Plan, further detail was requested to clarify roles and expectations for charter schools in OPSB's jurisdiction and the district itself for test monitoring starting after July 1, 2017. Existing statutes and policies related to clarifying roles responsibilities are the following:

- Act 91, Section G.3: "Beginning July 1, 2017, each charter school under the local school board's jurisdiction shall provide for independent test monitoring from a third-party entity approved by the school board for the testing period immediately preceding the board's consideration of renewal of the charter school's contract"
- OPSB Policy HA: "The Orleans Parish School Board holds proper test security and administration to be of the utmost importance and deems any violation of test security to be serious. All charter schools shall adhere to state test security policies as detailed in BESE [Bulletin 118, Statewide Assessment Standards and Practices](#), the Test Administration Manuals for each test, and administrative procedures approved by the Superintendent.
 - Pursuant to La. Rev. Stat. Ann. §[17:10.7.1](#)(G)(3), beginning July 1, 2017, each charter school under the local school board's jurisdiction shall, at its own expense, provide for independent test monitoring from a third-party entity approved by the school board for all tests that contribute to a school's Assessment Index calculated by the Louisiana Department of Education, unless otherwise prohibited, during the testing period immediately preceding the board's consideration of extension or renewal of the charter school's contract.
 - The Superintendent may, without notice and at OPSB's expense, assign test monitors to a charter school for any assessment required by federal law, state law or BESE regulation, or School Board policies and procedures."

Upon reviewing existing statute and policies and in gathering feedback through the Authorization and Accountability Task Force, the following is the current proposal in regards to clarifying such expectations.

- **Make amendments to current OPSB Policy HA**, which require that all charter schools under OPSB's jurisdiction provide for one day of test monitoring at each charter school by an external third party monitor annually, regardless of renewal status. Such an amendment would require revisions to existing OPSB Policy HA, such as:
 - “...Pursuant to La. Rev. Stat. Ann. §[17:10.7.1](#)(G)(3), beginning July 1, 2017, each charter school under the local school board's jurisdiction shall, at its own expense, **annually** provide for **one day of** independent test monitoring from a third-party entity, **during a state assessment testing window determined by OPSB** for all tests that contribute to a school's Assessment Index calculated by the Louisiana Department of Education, unless otherwise prohibited. **The third-party entity would be selected from a list** approved by the school board.
- **Develop OPSB's Superintendent's "administrative procedures" on Test Administration by July 1, 2017**. Such procedures would be informed by extensive conversations with stakeholders during the spring of 2017 and may include items such as:
 - Requirements for sharing findings from external test monitor with OPSB
 - Requirements for contracts with external vendors to coordinate with OPSB to determine day school is monitored, without school knowledge
 - Timelines and expectations for submission on testing schedules by grade, subject and number of students
 - Aligned testing windows for specific computer-based tests*
 - Handling of testing materials*

Given that the computer-based testing is newest at the elementary level, this spring will provide opportunities for OPSB and school leaders to reflect on the implementation process and ensure that sound procedures are in place along with any additional guidance deemed necessary and useful to ensure test integrity moving forward. (*Procedural requirements in these areas in particular have been identified by school leaders as potentially problematic and/or burdensome)

AAP Task Force
Cycle 2 Scope and Sequence

Detailed Timeline: Cycle 2- Standards and Oversight Mechanisms

A. Cycle 2: Standards and Oversight Mechanisms

- March 22nd, 2017 - July 1st, 2017
- Deliverables: School Performance Framework (inclusive of measures, targets, tools and processes for ratings), specific recommendations regarding modifications related to alternative schools; test monitoring administrative guidance for 17-18 SY; revisions to relevant OPSB H Policies (primarily HAB and HC).

Key Questions:

- What refinements and outstanding information are needed to finalize the financial and organizational categories of the Framework?
- What is the district's method for monitoring and associated disciplinary actions when the schools are not meeting expectations during the year and at year's end?
- What are the school quality (i.e. academic +) performance measures and associated rating processes for those measures- i.e. targets related to meeting the district's standards? And what are appropriate areas of differentiation by school level (K-8 and 9-12)?
- What specific adjustments for alternative schools need to be included and/or addressed within the School Performance Framework?
- How does the School Performance Framework impact and guide renewal decisions and other factors such as revocation in the future?
- What elements need to be piloted and/or have additional tools and guidance developed during the 17-18 School Year to support implementation in 18-19?

B. Meeting Scope and Sequence

Meeting 10- March 22nd - Meeting Objectives:

- Review any adjustments to Financial and Organizational measures (based upon any feedback/ pre-determined next steps)
- Review guidance for subset of organizational measures (ongoing)
- Discuss "Academic PLUS" measures for consideration (Student Stability Rate, Student Surveys, etc.)
- Deep dive on Policy HC and considerations

Meeting 11- April 5th - Meeting Objectives:

- Review draft revisions to Policy HC (rd 1)
- Review guidance on subset of organizational measures (ongoing)
- Discuss stakeholder priorities for academic measures given State's ESSA submission and proposed new calculation of SPS

Meeting 12- April 26th - Meeting Objectives:

- Review proposed revisions to Policy HC (rd 2)
- Review draft School Quality measures and targets (Academics PLUS) (rd 1), inclusive of differentiation, for K-8, 9-12 and Alternative Schools

Meeting 13- May 10th - Meeting Objectives:

- Review draft School Quality measures and targets (Academics PLUS) (rd 2)
- Review guidance on subset of organizational measures (ongoing)

- Review proposed suggestions to the UAC on Alternative School Considerations
- Generate priorities for overall rating process across categories

Meeting 14- May 24th - Meeting Objectives:

- Review draft School Quality measures and targets (Academics PLUS) (rd 3)
- Review guidance on subset of organizational measures (ongoing)
- Generate priorities for how school performance impacts school renewal and revocation and replication decisions (Policy HAB Revisions)
- Review proposed method for overall rating process across categories (rd1)

Meeting 15- May 31st - Meeting Objectives:

- Discuss outstanding concerns with all performance measures
- Review proposed method for overall rating process across categories (rd 2)
- Review proposed revisions to OPSB Policy HAB (rd 1)
- Review draft test monitoring administrative guidance (rd 1)

Meeting 16- June 14th - Meeting Objectives:

- Review proposed revisions to OPSB Policy HAB (rd 2)
- Review draft test monitoring administrative guidance (rd 2)
- Review revisions to OPSB Policy HB (which just summarizes performance framework)
- Discuss and address any ongoing concerns, questions, etc. (other policy needs, adjustments, etc.)

Meeting 17- June 28th - Meeting Objectives:

- Review revisions to OPSB Policy HB (which just summarizes performance framework)
- Plan for pilots to be conducted in the 17-18 SY and processes for building additional tools to support implementation
- Discuss and address any ongoing concerns, questions, etc. (other policy needs, adjustments, etc.)

SPECIAL NOTES:

- During March and April, OPSB will be doing additional outreach and engagement with:
 - Students
 - Parents
 - Teachers and Principals
 - Board Chairs

- The proposed timeline is contingent upon progress at the state level with regards to its SPS plans via ESSA. If the state does not submit a proposal on April 3rd, adjustments will be made to this plan.

OPSB and RSD Authorization Alignment 2017-2018 School Year

Overview:

Over the past ten years, OPSB and RSD have worked to build a school system that better serves students and families. With the unification of the school system under Act 91, OPSB will be the primary authorizer of public schools in Orleans Parish. Given this new landscape, it is imperative that OPSB and RSD work together in order to preserve and enhance the current process for authorization during the transition period.

Authorization Alignment:

OPSB and RSD have engaged in a process in order to ensure continuity and consistency around the authorization of schools throughout the unification process. In order to ensure alignment and understanding and to better support schools and school leaders, OPSB and RSD have committed to meet monthly to discuss issues involving schools in both portfolios. This consistent collaboration between the RSD and OPSB allows for the two organizations to cover a variety of issues, including: schools in transition, schools struggling to meet standards, issues involving facility needs, operator growth plans, and the need for schools serving certain grade levels or geographies. Additionally, OPSB and RSD will work together to analyze demand, the quality of seats available, and other factors to determine the optimal portfolio of schools. Over the past year, OPSB and RSD have supported one another in authorization decisions and plan to do so moving forward. For example, in the fall of 2016, OPSB and RSD worked together on the decision to approve for opening two new elementary schools on the west bank. These decisions were made together to meet demonstrated need in that community and to provide more options for families.

Charter Renewals:

While the OPSB and RSD have differing frameworks and policies for renewals, both frameworks have been implemented consistently over the past several years. Over the course of the 2017-2018 school year, OPSB and RSD are committed to continuing to approach renewals consistently while aligning on policies and renewal decisions that allow for more discretion. Each organization will apply its own policies and process in establishing renewal terms, as required by law, and any Type 3B schools returning to OPSB will have term lengths that match what they would have received from BESE for their first renewal term, per the requirements of BESE Bulletin 129. For any school that is having its charter renewed by BESE in 2017, OPSB will assume the contract executed between the school and BESE. OPSB will issue new Type 3B contracts for RSD schools subject to renewal in December 2017 based on BESE's renewal standards and recommendations during this time period.

OPSB and RSD have worked together over the fall of 2016 and are continuing to work together, in conjunction with school leaders from across the city, in order to update OPSB's School Performance Framework which will be finalized as a September 2017 milestone and will play a key role in charter renewals in the unified system moving forward. This framework will include updated standards around Academic, Organizational, and Financial measures. The Louisiana Department of Education is also undergoing a process to update its performance standards for charter schools and team members from the RSD and OPSB have been active in that process. This includes a consideration of ESSA's implications for school performance standards more broadly.

RSD Schools up for Charter Renewal in 2017	
School Name	Year Opened
ReNEW Cultural Arts Academy at Live Oak Elementary	2010-2011
Gentilly Terrace Elementary School	2010-2011
Akili Academy of New Orleans	2008-2009
KIPP New Orleans Leadership Academy	2010-2011
Algiers Technology Academy	2007-2008
Sylvanie Williams College Prep	2007-2008
Dwight D. Eisenhower Elementary School	2005-2006
KIPP East Community	2014-2015

Portfolio Planning:

Given the educational needs of the city over the past several years, it is essential that OPSB and RSD carefully analyze the number of quality seats in the city and the optimal use of existing facilities. When making decisions on schools, RSD and OPSB have worked together to ensure that the decisions being made about schools throughout the city are informed by all parties impacted. OPSB and RSD have actively worked together to discuss school transformations and the overall portfolio of schools that exists in Orleans Parish. This collaboration has led to a public school system that is made up of a diverse set of charter schools that are evaluated on a yearly basis and a common enrollment system that almost all public schools in the city participate. Continuing to align on portfolio planning over the course of the next year will set up the unified school district for success in the future.

Facilities Use

Decisions on facilities use have also been an important point of collaboration between OPSB and RSD. Regular conversations over the past several years have addressed how facilities are being utilized and maintained by schools. For example, some facilities have been returned to OPSB from RSD to accommodate OPSB portfolio decisions. Further, some RSD schools are currently located in OPSB facilities and some OPSB schools are in RSD facilities. OPSB and RSD are currently engaged in a process to align facilities maintenance standards and have been meeting regularly with the Facilities Task Force (made up of OPSB and RSD schools) over the course of the last 8 months. A draft of an updated Facilities Maintenance Standards Handbook has been produced and will be put into place as a June 2017 milestone.

OPSB is currently engaged in a process to assess current facilities in order to have access to increased information that will allow for long-term facilities planning and improved utilization of current facilities. This evaluation will also help inform the transition of facilities from RSD to OPSB by July 2018. The process of determining how RSD facilities will be transferred to OPSB is ongoing and the RSD and OPSB are committed to creating a process that will create a smooth transition of facilities.

Common Charter Contract:

As a condition of Act 91, OPSB has worked with the RSD to create a Common Charter Contract that will apply to all charter schools under OPSB’s authorizing authority. The current draft of the contract lays out consistent expectations for all schools and provides an opportunity for school specific terms in the appendices of the contract. The contract delineates the responsibilities of OPSB and the charter school organization for the oversight and operation of the school, respectively. This contract is part of a three pronged approach to school authorization that includes the Common Charter Contract, OPSB Policy, and the new School Performance Framework. The RSD team has consulted with OPSB throughout the contract

development process on key issues and significant input has been gathered from both OPSB and RSD school leaders.

Timeline for Continued Alignment:

As outlined above alignment on renewals, facilities use, portfolio planning, and the charter common contract is an ongoing process. Below, please find a timeline for the items mentioned above:

<u>Area of Alignment</u>	<u>Timing</u>	<u>Description</u>
Common Charter Contract	March – April 2017	Contract has been reviewed by legal counsel from charter schools and is currently in the process of being updated to reflect feedback
Facilities Assessment	Spring 2017	Will be completed to allow for facilities planning and transition of facilities from RSD to OPSB
Facilities Maintenance Standards	June 2017	Currently under development with Facilities Task Force and will be approved in late Spring / Early summer 2017
School Performance Framework	September 2017	Currently being developed in the Authorization, Accountability and Performance Task Force; drafts of the Financial and Operational Standards are currently available. Academic standards are in process
Alignment of Enrollment, Portfolio Planning, and Facilities Utilization Standards	Fall 2017	OPSB & RSD will work collaboratively with school leaders and community stakeholders to adopt aligned standards, policies, and processes in advance of the open of the enrollment cycle for the 2018-19 school year, the first post-Unification.

CHARTER SCHOOL AGREEMENT
BETWEEN
ORLEANS PARISH SCHOOL BOARD
AND
[CHARTER OPERATOR]

**TYPE [] CHARTER SCHOOL OPERATING AGREEMENT BETWEEN
[NAME OF CHARTER GOVERNING BOARD]
AND THE ORLEANS PARISH SCHOOL BOARD**

This Charter School Operating Agreement (“Operating Agreement”) is entered into by and between the ORLEANS PARISH SCHOOL BOARD, a political subdivision of the State of Louisiana, herein represented by [OPSB PRESIDENT], its President, duly authorized (“Authorizer” or “OPSB”), located at 3520 General de Gaulle Drive, Suite 5055, New Orleans, Louisiana 70114 and [NAME OF NONPROFIT], a Louisiana Non-profit Corporation (hereinafter “Charter Operator”), herein represented by [NAME OF BOARD CHAIR], duly authorized, located at [ADDRESS OF NONPROFIT] on behalf of [NAME OF 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

[SCHOOL SPECIFIC RECITALS]

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 BOARD MEMBER (the "Charter Representative"), who shall be an Officer of Charter Board.

1.2 **Charter.** Charter Operator shall establish a public charter school (the "Charter School") in Orleans Parish and shall operate such Charter School 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 Section H, a type 1, 3, or 3B charter school under OPSB's jurisdiction may be its own LEA for funding purposes and statutory definitions. Charter Schools' LEA Status and any requirements and obligations of said status shall be reflected in Appendix []: 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 [] years, commencing on July 1, [YEAR], and expiring on June 30, [YEAR], unless terminated or extended pursuant to the terms hereof.

1.5 **Incorporation by Reference.** The following documents shall be incorporated herein by reference:

1.5.1 Appendix []: Initial Charter School Application and Renewal Application, if applicable;

1.5.2 Appendix []: Charter Board Articles of Incorporation and Charter Board Resolution authorizing the Charter Representative to sign this Operating Agreement; Management Organization Contract, if applicable;

1.5.3 Appendix []: School-Specific Terms; and

1.5.4 OPSB Policy Section H, *Charter Schools*.

1.6 **Board of Directors of Nonprofit Corporation.** Charter Board shall have final authority and responsibility for the academic, financial, and organizational performance of the School, and for the fulfillment of this Operating Agreement.

1.6.1 Charter Board shall operate in accordance with adopted by-laws.

- 1.6.2 Charter Board shall meet the member composition requirements of state law and OPSB Policy Section H.
- 1.6.3 Charter Board shall at all times maintain itself as a Louisiana non-profit corporation and hereby certifies that all contracts obligating Charter Board have been and will 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.
- 1.6.4 Charter Board shall be subject to applicable 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 governing boards.
- 1.7 Location and Facility.**
- 1.7.1 Charter School is located at [ADDRESS]. Charter School may move its location(s) only after obtaining approval from OPSB in accordance with OPSB Policy Section H.
- 1.7.2 **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.
- 1.7.3 **Non-OPSB Facility.** Charter School may occupy a non-OPSB facility. The non-OPSB facility shall be located within the geographic boundaries of Orleans Parish. The facility shall be inspected and approved by OPSB prior to occupancy and shall remain at all times subject to OPSB monitoring for compliance with this Operating Agreement and relevant laws and regulations relating to health and safety.
- 1.7.4 **Maintenance.** Charter Operator shall be subject to all rules and procedures set forth in the Facilities Lease, if applicable, and OPSB Policy and 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.
- 1.8 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 for attainment of the academic performance standards as set forth in OPSB Policy HB (Charter School Evaluation) or its successor, and the OPSB Charter School Performance Framework. “Educational Program” means content and delivery related to student learning including 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 requirements related to the state assessment and accountability system for public schools, pursuant to La. R.S. § 17:3996(A)(17) and La. R.S. § 17:3996(B)(17-18).
 - 2.2.2 Any changes to the school-specific elements of the Educational Program identified in Appendix []: School-Specific Terms shall constitute Material Amendments to the Operating Agreement and are subject to OPSB Policy HAA or its successor.
- 2.3 **School Performance.** Authorizer will 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, or their successors, which are incorporated herein by reference. Charter Operator acknowledges that the performance standards 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.
- 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 OPSB established standards, which shall ensure the Charter School’s programming autonomy as provided by La. R.S. 17:10.7.1(G)(1)., The 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 OPSB Reporting Calendar.

2.5 Special Education.

- 2.5.1 Charter School shall comply with all applicable requirements of federal and state law and regulations concerning the education of students with disabilities, including 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 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 will be responsible for monitoring individual case management of all students with disabilities, arranging the provision of services required by their Individualized Education Program ("IEP"), and ensuring the 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 special education.
 - 2.5.2.4 Charter School 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 **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 []: 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

for the 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 by state law, including but not limited to La. R.S. 17:3991, and OPSB Policy, including but not limited to OPSB Policy HA, and such admissions requirements are in compliance with state law, approved by OPSB and specifically identified in Appendix []: 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, 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 and OPSB standards. 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. In addition, Charter School shall participate in, and comply with the requirements of any common complaint process administered by OPSB.
- 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 the 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 more than one mile from the school's physical location, in accordance with state law and OPSB Policy Section H, and consistent with applicable federal law. Any transportation service agreements 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 unless otherwise agreed to by the Parties.

3.4.1 At a minimum Charter School shall provide:

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 state law and regulations, including but not limited to BESE Bulletin 119, for students enrolled in grade 6 or below who reside more than one mile from the school; and

3.4.1.3 Free transportation, free public transportation payments and/or reimbursements for all other students 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 OPSB Reporting Calendar.

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 pursuant to state law (currently La. R.S. §§ 17:10.7.1 and 17:3995), 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 Should Charter Operator acquire or own facilities that are not provided by OPSB on behalf of Charter School, the local revenue portion of the MFP funding for the students housed in the non-OPSB facility shall not be reduced by local capital outlay or debt service amounts, pursuant to La. R.S. § 17:10.7.1.

4.3 **OPSB Withholding.** OPSB may withhold an administrative fee of up to 2% of those funds identified for such withholding in state law (currently La. R.S. § 17:3995(A)(4)). This withholding

shall be inclusive of any MFP funds withheld from OPSB pursuant to Charter School's designation as a Local Education Agency, as permitted by La. R.S. § 17:3995(A)(4)(a)(i)

- 4.3.1 Should the State Legislature change the amount of the administrative fee, this paragraph shall be automatically amended to reflect the maximum administrative fee permitted by law.
- 4.3.2 On or before June 1st of each calendar year, OPSB will provide Charter Operator a projected budget with line item details of anticipated administrative costs that will be covered 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 **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.
- 4.5 **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 special education services, 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 subsidize the cost of Charter Operator's financial obligations beyond the federal, state, or local funding allocated to Charter Operator for such obligations.
- 4.6 **School Tuition and Fees.** Charter School shall not charge any student tuition, except pre-kindergarten tuition permitted by state or federal law and 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). 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 the enrollment, registration, earning of credit, receipt of grades, or participation in any graduation or completion ceremony of any student on the payment or nonpayment of fees.

- 4.6.1 Charter School shall maintain an updated fee schedule on its website, which schedule shall specify which fees are mandatory and which fees are optional.
- 4.7 **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.
- 4.8 **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 on either's account to any third party, unless otherwise agreed to by the Parties.
- 4.9 **Regulated Funds.** For any grant funds for which OPSB serves as fiscal agent for which there are associated regulatory requirements, Charter School shall comply in full with any corrective action plans or remedies by either OPSB or the granting entity.
- 4.10 **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.
- 4.10.1 In the event that Charter School contracts with OPSB for services and fails to pay any sums within 90 days from the date that payment is due, OPSB is hereby authorized to withhold the delinquent amount from any funds due to Charter School under this Operating Agreement.

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 H.
- 5.1.1 To the extent that complaints received by OPSB about Charter School may trigger corrective action, 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 those complaints.

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 will 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 OPSB Reporting Calendar, Charter School's LEA Status Agreement, and all applicable state and federal laws and policies.

5.3 Student Data.

5.3.1 Charter Operator's and Charter School's use and possession of student data is in accordance with La. Rev. Stat. 17:3914(F)(1). Charter Operator shall ensure that Charter School complies 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. §§ 17:3914, 17:3913.

5.3.1.1 The Parties agree that nothing in Louisiana Student Data Privacy law (La. R.S. §§ 17:3914, 17:3913) shall be construed as limiting the authority of OPSB in its capacity as the local school board, from requesting and receiving access to all student data and information in the possession of the school.

5.3.2 Charter School 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.

5.3.3 Charter School shall provide to OPSB any data produced by the school without limitation or reservation, within three (3) business days of said request or as soon as practicable. OPSB may share or utilize the data for purposes consistent with law and OPSB policy.

5.3.4 Charter School shall maintain current records to document pupil attendance and shall make such records available for inspection at Authorizer's request.

5.4 Production of Data.

5.4.1 Representatives of Charter Operator or Charter School shall produce all documentation and information requested by OPSB within three (3) business days of a request, if not prohibited by FERPA or R.S. 17:3914. 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 School shall not withhold requested data, information, documentation from OPSB except to the extent afforded confidentiality or privilege under applicable law, nor report inaccurate or false documentation, information, or data.
- 5.5 **Transfer of Records.** Charter School 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 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 Charter Board meetings for that school year according to the timeline established in the OPSB 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 Board operations to OPSB upon request, 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 advanced 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 in accordance with written procedures provided to Charter School by OPSB.
- 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.

- 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 OPSB Reporting Calendar:
- 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 R.S. 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 OPSB Reporting Calendar and the Louisiana Department of Education’s Charter School Fiscal Oversight Policy and the OPSB 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 by Charter Operator that may be required under applicable state law, 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 simultaneously submit to OPSB a copy of any reports submitted under this section upon request by OPSB.
- 5.11 **Inspection.** All financial records of Charter School pertaining to the management and operation of the School are subject to inspection and production 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. During such site visits, the Charter Operator shall allow the visiting officials full and immediate access to its financial and educational records, reports, files, and documents of any kind on site, whether in electronic form or hard copy..
- 5.13 **Assets.** Charter School shall maintain an inventory of property acquired in whole or in part with public funds, in accordance with OPSB Policy and federal regulations and shall take all necessary precautions to safeguard said assets.
- 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 and OPSB approval.

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 will 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 24 hours 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.

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.

5.14.6 If Charter Operator has contracted with a management organization 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 formal grievances filed 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 of any proposed changes to the Performance Framework or OPSB policy affecting Charter School, Charter Operator, or any obligations under this Agreement.
- 5.14.12 Authorizer shall notify Charter School if Authorizer determines that the 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. Charter School shall provide supplemental information to satisfy its reporting obligations within one (1) business day 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 consistent with that contained in the Charter Application. The parties agree that teachers and other staff employed by Charter Operator are not employees of OPSB.
- 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, unless specifically excluded.
- 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) or its successor, pursuant to La. R.S. §17:10.7.1.
- 7.2 **Mid-Term Review.** Charter School shall be subject to Mid-Term Review at the conclusion of the [20XX – 20XX] school year, the [] year of this Operating Agreement, in accordance with La. R.S. § 17:3992 and OPSB Policy Section H. 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 Section H, and/or Section 7.3 of this Operating Agreement.
- 7.2.1 At Charter School’s Mid-Term Review, the term of this Operating Agreement may be reduced by one-year for each year that Charter School earns a state school letter grade of F prior to the Mid-Term Review provided that the Operating Term set forth in Section 1.4 is equal to or greater than six (6) years.
- 7.3 **Revocation.**
- 7.3.1 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, or its successor, upon a determination that the Charter School or its board members, officers or employees did any of the following in connection with the operation of the Charter School:
- 7.3.1.1 Committed a material violation of any of the conditions, standards, or procedures provided for in this Operating Agreement;
 - 7.3.1.2 Failed to meet or pursue within the agreed timelines the academic and other educational results specified in this Operating Agreement;
 - 7.3.1.3 Failed to meet generally accepted accounting standards of fiscal management;
 - 7.3.1.4 Committed an egregious and/or consistent violation of federal, state or local laws or OPSB policies;
 - 7.3.1.5 Grossly mismanaged public funds;
 - 7.3.1.6 Committed financial malfeasance;
 - 7.3.1.7 Failed to retain and maintain adequate facilities;
 - 7.3.1.8 Failed to sustain student enrollment sufficient to meet financial obligations; or
 - 7.3.1.9 Failed to open Charter School within twenty-four months after execution of this Operating Agreement, unless granted an extension by OPSB.

- 7.3.2 **LEA Status Agreement.** Failure of Charter Operator to maintain an active LEA Status Agreement with OPSB at any time during the charter term where Charter School is a part of OPSB's LEA, shall result in the immediate revocation of this Operating Agreement.
- 7.3.3 This Operating Agreement may be immediately suspended upon a determination that the health, safety, and/or welfare of students is threatened.
- 7.3.4 In any instance where termination is deemed warranted by OPSB, OPSB shall provide to Charter Operator written notice of the reasons for the proposed termination, which notice shall include any findings and reasons for such action. Charter Operator shall then have the opportunity to appear before an OPSB meeting, recorded and transcribed at Charter Operator's expense, with witnesses if necessary, to answer such findings prior to a vote of OPSB to terminate this Agreement.
- 7.4 School Closure.**
- 7.4.1 In the event that Charter School should cease operations for any reason, including termination of this Operating Agreement, surrender, revocation, non-renewal of the Charter, or dissolution of the non-profit corporation, , Charter Operator shall have direct responsibility for carrying out the dissolution of the school and disposition of assets in accordance with applicable law and OPSB Policy and procedures. OPSB shall have authority to supervise, oversee, or direct the dissolution of Charter School and the disposition of assets of Charter School.
- 7.4.2 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:
- 7.4.2.1 comply with applicable provisions of law and perform all obligations necessary thereto,
 - 7.4.2.2 designate a representative of Charter School who shall retain responsibility for the security of and access to all Charter School records, including student records,
 - 7.4.2.3 provide the means and capability to access Charter School records, including student records, to OPSB, as designated in writing,
 - 7.4.2.4 fully cooperate with OPSB, who shall have unrestricted and equal access to Charter School records, including student records during the period prior to the closure of Charter School;
 - 7.4.2.5 assist in enrollment of students in appropriate schools;
 - 7.4.2.6 manage all financial records consistent with OPSB's school closure requirements and procedures;
 - 7.4.2.7 Secure all Charter School records, including student records, in the possession of Charter School and shall grant to OPSB access to records requested. OPSB shall take possession of such records, and upon taking possession of such records, shall thereafter fulfill any

and all statutory and contractual duties concerning Charter School records. Charter Operator shall take all reasonable steps necessary to collect and assemble in an orderly manner the educational records of each student who is or has been enrolled in the school so that those records may be transmitted to OPSB.

- 7.4.3 OPSB shall not be further obligated to pay any additional local funds to Charter Operator from the date of Operating Agreement termination.
- 7.4.4 In the event that Charter School ceases operations, Charter Operator and Charter School will be responsible for winding up the business and affairs of Charter School and will cooperate with OPSB as necessary. Any public surplus shall be remitted to OPSB no later than thirty (30) days after paying all debts, settlements, and obligations. Any furniture and moveable property purchased with public funds shall be delivered to OPSB within sixty (60) days of the day students no longer attend Charter School.
- 7.4.5 Pursuant to La. R.S. § 17:3993, OPSB shall not be liable for Charter School's unpaid debts, unless otherwise agreed to by OPSB.
- 7.5 **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 as will 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: \$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 facility, Charter School shall obtain 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 will 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 9.9.1 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:

CHARTER LEADER
ADDRESS

With copy to:

Board President, CHARTER BOARD
ADDRESS

And copy to:

CHARTER BOARD COUNSEL ADDRESS

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 agree to notify the other, in writing, of the specific disputed issue(s), and within thirty (30) days of sending said notification, or longer if both parties agree, confer in a good faith effort to resolve the dispute. If the disputes are not resolved after thirty (30) days, or the agreed upon time frame, the parties may proceed to pursue legal remedies to which they may be entitled under the law.

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, on the premises of Charter School or 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 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.
- 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 **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.

- 9.8 Should the Charter Operator propose to enter into a contract with a “management organization,” as defined by Bulletin 126, to manage Charter School, Charter Operator shall submit a copy of the proposed contract to OPSB for approval. Charter Operator also agrees to submit any other information requested by OPSB regarding the management arrangement, including but not limited to, a description of the managing company, with identification of its principals and their backgrounds. Charter Operator shall not enter into a management contract without written OPSB approval. Prior to submission to OPSB for approval, the management contract shall be submitted to OPSB for review of compliance with the requirements listed in BESE Bulletin 126 and the LDE “Management Organization Contract Requirements,” available upon request to the LDE or OPSB. A copy of any management contract entered into by Charter Operator and approved by OPSB shall be incorporated into this Agreement as Appendix [].
- 9.9 **Compliance with Applicable Law and Policy.** Charter School shall comply with all federal and state laws and regulations applicable to charter schools and all requirements imposed by OPSB policy and regulation.
- 9.9.1 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.
- 9.9.2 OPSB shall provide a public notice of intent in advance of proposed amendments to OPSB Policy. Upon request, OPSB may conduct a fiscal impact study in connection with proposed policy amendments to allow Charter School to properly plan for fiscal impacts of policy amendments.
- 9.10 **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 will 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.
- 9.11 **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), or its successor.
- 9.12 **Venue.** The Parties agree that the Civil District Court for the Parish of Orleans, State of Louisiana, shall be the exclusive venue for any suit, action, or proceeding pertaining to this Operating Agreement.
- 9.13 **Severability.** The provisions of this Operating Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition, and the remainder of the

Operating Agreement shall remain in effect unless otherwise terminated by one or both of the Parties.

9.14 **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 and Charter Operator. Nothing contained in this Operating 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 Operating Agreement that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

9.15 **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

CHARTER OPERATOR

Signature

Signature

Print Name: _____

Print Name: _____

Title: President

Title: _____

Date: _____

Date: _____

DRAFT

Modified Common Charter Contract Timeline

The timeline for School Board consideration of the Common Charter Contract has been shifted to the April meeting cycle (April 18-20th). This adjustment will provide schools with additional time to engage their charter boards and school communities, as well as additional time for further engagement between schools and OPSB on remaining items. OPSB also plans to advance the OPSB Facilities Use Agreement (lease) on the same April timeline, which will permit schools to review both documents in parallel. The modified timeline for review and consideration of the charter contract is provided below:

Date	Action
Thur 2/16	Revised (V2) draft contract, term sheet distributed to schools
Fri 2/17	Legal Office Hours – overview of revisions, additional comments
Wed 3/8	Redlines & comments on V2 draft contract due to OPSB
By Fri 3/17	OPSB responses to V2 comments distributed to schools
Mon 3/20	Legal Office Hours – Review and Discussion of any remaining V2 items
Wed 3/22	Final administrative draft contract provided to schools and released to public for review
3/22 – 4/18	Quiet period for school community engagement, including any necessary considerations and approvals by 1) 2017 renewal schools, 2) 2017 voluntary Type 3B transfers
4/18 – 4/20	Final contract considered by School Board
Fri 4/28	Target for execution of 2017 charter contracts against the Common Charter Contract template, including 1) 2017 OPSB Type 1 and 3 renewals, and 2) RSD Type 5 voluntary transfers

FACILITIES PLANNING

It shall be the policy of the Orleans Parish School Board to ensure that school facilities support learning in the context of the total community. A *School Facilities Master Plan*, including an implementation plan, is a vital component of comprehensive facilities planning and shall be periodically monitored and updated by the Superintendent and staff as needed.

SCHOOL FACILITIES MASTER PLAN

A school facilities master plan that describes a strategy to address the need for facility improvements and capital investments to support current and future educational programs shall be developed every five years and approved by the School Board. The School Facilities Master Plan may be revisited in the intervening years if unforeseen circumstances, such as a fire or damaging storm, occur. The facilities master plan shall assess the needs for repairs, modernization, upgrades, and/or new construction, and shall identify the availability of federal, state, and local funding and other sources to finance improvements and capital investments.

The School Facilities Master Plan shall include the following:

1. Enrollment Projections

A professional demographer shall be hired to develop a demographic analysis and 10-year enrollment projections. Enrollment projections shall be developed for each of the 10 years for each school and for each catchment area, as well as district-wide.

2. Educational Adequacy Assessment

a. Capacity

The capacity of each building to adequately house students based on the schools' enrollment patterns or district boundaries.

b. Utilization

The extent to which the current capacity of each school facility is utilized to support learning for enrolled students and to accommodate those programs generated by the needs of the students attending.

c. Educational Program Requirements

The ability of the district’s facilities to meet educational program requirements, such as universal early childhood education, career and technical education, hands-on learning, etc.

3. Facility Condition Assessment

An evaluation of the physical condition of the building systems and materials.

4. Standards

Revisions of the District-Wide Educational Specifications to include capacity models, space requirements, adjacency diagrams, and room descriptions, and revisions of the District-Wide Design Standards incorporating “lessons learned” from prior construction projects and current best practice for construction.

5. Implementation Plan

The School Facilities Master Plan shall include scenarios for each catchment area that address the combination of enrollment, educational adequacy, and facility condition needs. The scenarios may call for facility renovation, construction of new schools, additions to existing buildings, capital repair/replacement of building systems, and site and/or facility acquisition and/or disposition. The implementation plan shall address all needs with identification of potential funding sources where possible. The Implementation plan shall be reviewed and adjusted annually, if needed, to align funding sources with projected needs. An implementation progress report shall be presented to the School Board annually, along with modifications that are driven by construction market conditions.

SELECTING THE SCHOOL SITE

The *School Facilities Master Plan* identifies areas where construction of new schools may be needed. Planning staff shall identify potential sites for new or replacement schools.

Staff shall consider issues such as age and grade range of student body, educational program requirements, drop-off and pick-up, parking, accessibility, cost, hazards, noise, and size when recommending a site to the School Board for purchase. School Board approval is required for site purchases.

PROJECT PLANNING AND DESIGN

To ensure that the school construction program is receptive to community needs, supports the instructional programs, and proceeds as smoothly and rapidly as possible, the processes listed below for planning the construction of future facilities shall be utilized.

At the time the School Board determines a future school facility is to be planned, the School Board shall authorize the Superintendent to provide public notice to the community and establish the (specific site) *School Planning Committee*. The *School Planning Committee* shall be comprised of stakeholder representatives, including students (for high schools), educators, and community members. Staff will work with the *School Planning Committee* to develop a site-specific educational specification based on the district-wide educational specification for that school level.

Following the development of the educational specifications, the architect contracted by the School Board will work with staff and the *School Planning Committee* to develop the design and construction documents. Community meetings shall be held during educational specification development, at the end of Design Development, and immediately prior to construction to obtain community input and feedback.

A contractor will be hired based on school board procurement policy. Meetings will be held periodically with the *School Planning Committee* throughout design and construction to update committee members on the progress of the project and receive feedback.

Ref: La. Rev. Stat. Ann. [§17:81](#)

[Louisiana Handbook for School Administrators, Bulletin 741](#), Louisiana Department of Education

Orleans Parish School Board

ORLEANS PARISH SCHOOL FACILITY PRESERVATION PROGRAM

The Orleans Parish *School Facilities Preservation Program* shall be established by the Orleans Parish School Board pursuant to La. Rev. Stat. Ann. §[17:100.11](#). This program is designed to provide emergency and planned capital repairs and replacements for public school facilities in Orleans Parish.

It is the desire of the Orleans Parish School Board that this policy recognize and provide equitably for all public school facilities in Orleans Parish, regardless of which governing authorities oversee the schools operating in those school facilities. The School Board also intends that in the further development, revision, or implementation of this policy, every effort shall be made to collaborate with the Recovery School District and charter school operators to ensure unified requirements and procedures.

For the purposes of this policy, a *public school facility* shall be defined as a school building owned by the Orleans Parish School Board and controlled by either the School Board or the Recovery School District and all facilities otherwise part of the school, recognized as part of the facilities, and typically available to the school, its students, faculty, and staff.

For the purposes of this policy, an *emergency* shall be defined as damage to or a malfunction in buildings or property which involves an emergent and imminent necessity for repair, reconstruction or maintenance in order to permit the safe continuation of a necessary public use of function; to protect the property of the School Board; and/or to protect the life, health, or safety of facility occupants.

The Superintendent shall administer the program as set forth below until all bonds held by the School Board and in existence as of July 1, 2014 are retired. Prior to the retirement of such bonds, the School Board shall amend this policy to address the additional elements of the program that will come into effect upon the retirement of the bonds.

1. Funding

The School Board shall dedicate a portion of sales and ad valorem taxes to the *Orleans Parish School Facility Preservation Program* in accordance with applicable state law, designated as *facility funds*. Each year, the School Board shall determine the total number of students attending school at each public school facility in Orleans Parish. For the purposes of this policy, the total number of students attending each public school facility shall be based on the most recent official state February 1st total student enrollment count for each public school facility, excluding the following students:

- Students paying tuition to attend a preschool program;

- Students attending a preschool program at a Type III Early Learning Center in partnership with a public school; and
- Students who do not reside in Orleans Parish.

Based on these enrollment counts, the School Board shall transfer to the Recovery School District a proportion of the facility funds equal to the proportion of students attending school at public school facilities that are controlled by the Recovery School District to the total number of students in public schools.

2. Facilities Office

The School Board and the Recovery School District shall each create a *facilities office*. The facilities funds generated shall be used to fund the following activities of the facilities office:

- Inspect and monitor facilities to ensure that they are being maintained and that each campus is in compliance with maintenance and inspection requirements; and
- Manage building leases, handle emergency repair needs, and administer the revolving facility loan fund and school facility repair and replacement accounts.

The facilities office may provide additional facility services to charter schools, including emergency and capital repairs or replacements, procurement services, and technical assistance, and charge fees for such services pursuant to a written agreement with the school.

A total amount of facility funds equal to no more than fifteen dollars (\$15.00) per pupil for the total number of students attending public school facilities controlled by the Orleans Parish School Board, based on the student enrollment counts set forth above, shall be used to fund the operations of the facilities office. The School Board may adjust this per pupil amount on an annual basis by the lesser of the most recent annual increase in the Consumer Price Index published by the United States Department of Labor or in the minimum foundation program funds.

After funding the operations of the facilities office, the remaining facility funds shall be used to provide for emergency repairs, replacements, no more than 10% of project cost for project administration, and planning for the full implementation of the School Facility Preservation Program upon expiration of the bonds identified in La. Rev. Stat. Ann. [17:100.11](#).

3. Implementation

The Superintendent and/or his/her designee shall be responsible for developing administrative regulations and procedures for implementation of this policy.

4. Reporting

Annually, the School Board shall report the amounts, by source, of facility funds, the amount retained by the School Board, the amount transferred to the Recovery School District, and the student counts used in such calculations. This report shall be included as a schedule to the annual financial statements of the School Board, audited by its certified public accountant, and submitted to the Louisiana Department of Education, all in a manner substantially similar to that provided in R.S. [17:1990\(C\)\(2\)\(a\)\(iii\)\(dd\)](#).

5. The School Board and the Recovery School District shall annually prepare and issue a joint public report on the *Orleans Parish School Facility Preservation Program* that includes, at a minimum, the following:
- The amount allocated to fund the facilities office(s); and
 - The cost and type of each emergency repair or other expense made by the facilities office.

The report shall be presented to the Orleans Parish School Board and the Louisiana Board of Elementary and Secondary Education.

New policy: March, 2016

Ref: La. Rev. Stat. Ann. §§[17:81](#), [17:100.11](#), [17:1990](#)

Orleans Parish School Board

CHARTER SCHOOL FACILITIES MANAGEMENT

PURPOSE AND APPLICABILITY

It shall be the policy of the Orleans Parish School Board (subsequently referred to as 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 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.

In the event that any provision of this policy conflicts with an existing charter agreement, the terms of the existing charter agreement shall prevail.

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 at fair market value 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 by charter schools shall become the property of the School Board.

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: **May 17, 2016**

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](#)

Orleans Parish School Board

District-Level Funding Allocation

Pursuant to La. R.S. 17:10.7.1, the Superintendent shall determine the district-level computation based upon student characteristics or needs to be effective beginning July 1, 2017, to distribute the total amount of minimum foundation program formula funds allocated to Orleans Parish School Board and to Type 1, 3, 3B, 4, and 5 charter schools that are located within the geographic boundaries of the Orleans Parish School system. The Superintendent shall have the authority to revise the computation in subsequent years as appropriate, subject to the following limitations:

- 1) The computation in use for the 2016-17 fiscal year shall remain constant through the conclusion of the 2018-19 fiscal year;
- 2) In subsequent years, the Superintendent may modify the computation after engagement with the School Board, school operators, and the public, which shall include:
 - a. Notification by not later than the November School Board meeting of the intent to modify the computation for the following fiscal year;
 - b. One or more convenings of school operators to review the implementation and impact of current computation, and engage in the development of any proposed modifications to the computation of the district-level funding formula.;
 - c. A public meeting to present the proposed changes to the computation and solicit public feedback prior to the computation being finalized;
 - d. Presentation of the final revised computation to the School Board and school operators at a School Board meeting by not later than January 31st.
- 3) Distribution of funds pursuant to the revised computation shall commence on July 1st, or with the start of the next fiscal year following such revision.
- 4) The computation may not be adjusted more frequently than once every [2] years, unless otherwise authorized by the School Board pursuant to a waiver of the provisions of this Policy.

School Operator Enrollment Caps

Pursuant to La. Rev. Stat. Ann. §17:10.7.1, the Superintendent may limit the percentage of system enrollment that any single operator of schools or charter governing authority may serve, in order to ensure that a diverse system of schools led by multiple high quality operators exists at all times.

- A. A two-thirds majority vote of the membership of the School Board shall be required in addition to the Superintendent's approval for any operator to serve more than one-quarter (25%) of the total population of students enrolled citywide.
- B. Suspension of Enrollment Cap – The Superintendent may authorize a one-year suspension of the percentage caps under this policy in order to ensure adequate seats are available to serve all students seeking public school seats.
 - 1) The Superintendent will present a plan to the School Board at the next regular board meeting that addresses the circumstances that required the suspension.
 - 2) Any suspension of this policy extending beyond one school year shall require a two-thirds majority vote of the membership of the School Board for each additional year.

Ref: La. Rev. Stat. Ann. §17:10.7.1.