Unification Milestone Report: June 2017

Dr. Henderson Lewis, Jr., Superintendent
Dear State Board of Elementary and Secondary Education, Orleans Parish School Board, Recovery School District, State Department of Education, and Education Committees of the Louisiana Senate and House of Representatives,

As schools across our great state celebrate graduation and end of year promotional exercises, it’s natural to stop and reflect on the gains students have made and the tireless effort teachers have given over the 2016-17 school year. Similarly, these quarterly unification updates provide me with an opportunity to pause and appreciate the hard work and collaboration the Orleans Parish School Board team, Orleans Parish education community, and our stakeholders have engaged in over the last year to bring together the public schools of Orleans Parish in a unified school district under local oversight.

The Unification Plan approved by Orleans Parish School Board outlines the actions necessary to successfully unify all Orleans Parish public schools by July 1, 2018. Through our commitment to meaningful engagement with the entire community - school leaders, parents, and other stakeholders - we have been able to make substantial progress on all June Unification Plan milestones.

OPSB’s focus on school and community engagement is rooted in the guiding principles outlined below. The principles were first articulated by our community members last summer. By grounding our decisions in these principles, we ensure that all discussion or debate about an initiative begins from a place of fundamental agreement.

- **High Standards**: Every child in every neighborhood should have access to great public schools
- **Continued Progress**: We cannot be comfortable with the gains of the last 10 years; we must continually raise expectations, expand what is working, and cultivate new leaders and new ideas
- **Choice for Families**: Every family should have access to a diverse set of school options for their child through a clear and fair process
- **Ensuring Equity**: Differentiated resources and attention must go to ensuring that schools are succeeding for each individual student, based on his or her unique gifts, talents, and needs
- **Empowering Schools and their Communities**: Educators closest to students and families are empowered to make instructional decisions, and the community has a transparent understanding of their school options, the progress being made, and the way in which funds are being used

Consistent with our obligations under Act 91, we will be providing a quarterly update every three months through July 2018 on our progress. In submitting this third update, I am pleased to share that we have made significant strides and have met the June Milestones set forth in the Unification Plan. Please read below to learn about a few milestone highlights over the past three months. You can find full details of the June Milestones in the presentation and enclosed documents.
Choice for Families: Operator Enrollment Cap

Act 91 requires OPSB to adopt a policy which sets an enrollment cap by Operator, in order to limit the percentage of system enrollment that any single operator of schools or charter governing authority may serve. This enrollment cap ensures that a diverse system of schools led by multiple high quality operators exists at all times. In addition to guaranteeing school diversity, the enrollment cap helps OPSB avoid a “too big to fail” situation for large charter organizations.

OPSB is committed to protecting choice for families and through working with our large charter operators and community stakeholders, we arrived at consensus on an enrollment cap that allows charter organizations to achieve significant scale without compromising school diversity and quality.

Ensuring Equity: Alternative School Assessment

As part of Act 91 and the Unification Plan, OPSB is required to revise its School Performance Framework in order to ensure that the students of New Orleans are best served by schools throughout the district. The Authorization and Accountability Task Force - comprised of school leaders, community advocates and advocacy organizations - has been working diligently to improve the existing framework. The ability to equitably assess our Alternative Schools, where students with significant behavioral or academic needs attend, is paramount to creating a performance tool that ensures all schools are succeeding for each individual student, based on his or her unique needs.

The Authorization and Accountability Task Force has met over 10 times thus far and have a standing invitation for all School leaders or their surrogates to join their bi-weekly meetings. This Task force demonstrates that through collaboration and shared values, complex and challenging initiatives can be completed. In addition to working with the Task Force, OPSB has spent time with Alternative School leaders throughout the city, to ensure that a strong plan is in place for those schools.

High Standards: Facilities Lease Development

The Facilities Task Force has engaged in significant work to date. The Task Force recently created new building maintenance standards to ensure all students have access to clean, safe and healthy learning environments. They used the momentum and lessons learned from this experience to guide their work on redesigning the OPSB Facilities Lease.

The updated Facilities Lease raises the expectations and obligations of school operators to be good stewards for their school buildings. At the same time, it provides school operators with greater budget certainty for maintenance and capital repair costs - ensuring that maximum funds are directed towards students and learning.

Experience and early wins pave the way for the next phase of Unification

While I have previewed a few of our June Milestones, I encourage you to read the complete milestone report to fully appreciate the great strides we have made. As pleased as I am with our progress, I am cognizant that we have more than a year of work ahead of us. The OPSB team has already initiated work on the September and December 2017 milestones, and I will ensure that all are successfully met.
After the approval of Act 91 and the Unification Plan, our Task Forces began convening. They initially represented a collection of individuals and organizations with unique expertise and a shared commitment to the students and families of Orleans Parish. Over the past year, these groups have grown and learned together, gaining experience and forming trust and in the process transforming into the critical bodies that are responsible for the bulk of unification related work. Our Task Forces represent the voice of the community, and I’m very optimistic that they will continue to build on their successes and ultimately keep us on track for unification by July 1, 2018.

Your interest and support are appreciated. Thank you.

Sincerely,

Henderson Lewis, Jr., Ph.D.
Superintendent of Schools
Orleans Parish School Board
Unification Advisory Committee:
June Quarterly Milestone Update

June 6, 2017
Agenda for today

1. Update on OPSB
2. June Unification Milestone Progress Update
3. OPSB Community Survey Results
Key Priorities for the New System

- Our public school system will give families, educators, and community members a clear voice in the decisions that set the direction of public schools in the city.

- Every child in every neighborhood should have access to great public schools, and we will have high expectations for our schools and will hold them accountable to meeting those expectations.

- We will give schools and the community confidence that we are using funds wisely and sending as many resources as possible to schools rather than the central office.
One year into the unification process, we have made a lot of progress and are prepared to engage in the remaining work of unification.

**Planning**
(May – September 2016)

- **Key Activities**
  - Passage of Act 91 bringing all public schools in Orleans Parish under the oversight of the locally elected school board
  - Unanimous approval of the Unification Plan by the OPSB School Board
  - Engagement with community members throughout the city through town halls, task forces, and other venues

**On-going Preparation**
(2016-17)

- **Key Activities**
  - Ongoing organizational transformation to ensure we are ready for unification
  - New policies to support unification
  - Ongoing community and stakeholder engagement
  - Voluntary transition of 9 schools to OPSB

**Continued Preparation**
(2017-18)

- OPSB is currently working to create a vision and strategic goals for the system
- Will continue to work towards the stated milestones for unification

**Unification**
(July 2018 and Beyond)

- OPSB and schools move forward together under unified local governance
- OPSB becomes the authorizer of public schools in New Orleans
What will the new OPSB do?

**School Oversight and Planning**

*As a regulator of schools, which schools are allowed to open, and which need to be closed?*

**Family and Community Engagement**

*How do families and community members have a voice in decisions regarding public education?*

**Equity and Student Support**

*How do students and families enroll in schools and access the services they need?*

**Finance and Administration**

*How do we fund our schools and other citywide educational programs?*

**Facilities**

*How do we invest to preserve and improve our school facilities?*
We have made many key commitments in our budget planning:

- OPSB is creating a new and unique public school system for the future of New Orleans, one that serves all families and upholds high standards for all schools.

- Our responsibility is to give schools and the community confidence that we are using funds wisely and sending as many resources as possible to schools rather than the central office.

- We achieve this by building a higher level of financial transparency and fiscal strength than OPSB has maintained historically, based on five commitments:

  1. Transform our organization to align with our key priorities
  2. Discontinue historical use of school funds for the central office
  3. Reduce our reliance on non-recurring revenues
  4. Show how all dollars are being spent
  5. Pay down our historical debts

- As we fulfill these commitments, we will satisfy our pledge in the Unification Plan to demonstrate fiscal sustainability as a part of the unification process.
And our multi-year plan has us on a path to financial sustainability

Operating Deficit as a Percent of Budget, General Fund,* FY17-FY20

- FY17: 9.3%
- FY18: 6.7%
- FY19: 4.2%
- FY20: 2.1%

We plan to reduce the operating deficit by ~75% over the next three years

Use of Non-Recurring Revenue, General Fund,* FY17-FY20

- FY17: $4.9M
- FY18: $3.3M
- FY19: $2.2M
- FY20: $1.1M

Over the next three years, we plan to reduce our reliance on non-recurring revenue sources by ~80%

*This does not include any fund balance withdrawal related to Mahalia Jackson
There is still a lot of work to be done in order to ensure that our students receive the education they need and deserve

- We will ensure that the district is ready for all schools to return on July 1, 2018
- We will empower students and families to choose the schools that best meet their individual circumstances
- We will allow schools and educators the autonomy to make the educational decisions to best serve students, while holding them accountable for outcomes

OPSb is creating a new public school system for the future of New Orleans, one that will serve all families and uphold high standards for schools

Our system will be unique because we are prioritizing family choice and giving schools autonomy while holding them accountable for students’ success
Superintendent’s Student Advisory Committee Update
### Superintendent’s Student Advisory Committee Members

<table>
<thead>
<tr>
<th>Student</th>
<th>School</th>
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<tbody>
<tr>
<td>Chianti Baptiste</td>
<td>The NET Charter High School</td>
</tr>
<tr>
<td>Anthony Rhodes, Jr.</td>
<td>Benjamin Franklin Elementary</td>
</tr>
<tr>
<td>Franklin Burke</td>
<td>Dr. Martin Luther King, Jr. High School</td>
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<tr>
<td>Akliah Toney</td>
<td>NOCCA</td>
</tr>
<tr>
<td>Destiny Letterman</td>
<td>Samuel J. Green Charter School</td>
</tr>
<tr>
<td>Christiann Cannon</td>
<td>Abramson Sci Academy</td>
</tr>
<tr>
<td>Ayannica Leach</td>
<td>Abramson Sci Academy</td>
</tr>
<tr>
<td>Delaney Perkins</td>
<td>KIPP Renaissance High School</td>
</tr>
<tr>
<td>Ralph Johnson III</td>
<td>KIPP Renaissance High School</td>
</tr>
<tr>
<td>Jaden Scott</td>
<td>McDonogh #35 HS</td>
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<tr>
<td>Aaliyah Andrews</td>
<td>McDonogh #35 HS</td>
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<table>
<thead>
<tr>
<th>Student</th>
<th>School</th>
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<tbody>
<tr>
<td>Brooke Larkins</td>
<td>Sophie B. Wright</td>
</tr>
<tr>
<td>Desmond LeBlanc</td>
<td>Warren Easton</td>
</tr>
<tr>
<td>Kenneth Kirkpatrick</td>
<td>Warren Easton</td>
</tr>
<tr>
<td>Zi’Onne Francis</td>
<td>Edna Karr High School</td>
</tr>
<tr>
<td>Lamiya Shaheer</td>
<td>Edna Karr High School</td>
</tr>
<tr>
<td>Gabriela Guzman</td>
<td>Edna Karr High School</td>
</tr>
<tr>
<td>Miya Thomas</td>
<td>Cohen College Prep</td>
</tr>
<tr>
<td>Terenneca Joseph</td>
<td>Crocker College Prep</td>
</tr>
<tr>
<td>Julian Sorapuru</td>
<td>Lusher Charter School</td>
</tr>
<tr>
<td>Ari Berk</td>
<td>Lusher Charter School</td>
</tr>
<tr>
<td>Julia Simon</td>
<td>Lusher Charter School</td>
</tr>
</tbody>
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Overview and Experience of the Committee

22 Students
- 8-12 graders from 14 New Orleans public schools
- Includes a former EL student, representation from NOCCA and the NET

9 Meetings
- Led by 4 Teacher Leaders and OPSB & RSD Administrators
- Held at Warren Easton HS
- Included expert panelists on surveying, NOLA school landscape, and accountability

Fun Activities
- Significant time spent getting to know one another’s unique school experiences
- Ice-breakers, pizza & chicken, soda, and friendly competitions

Learning & Reflecting
- Drafted an initial set of vision statements and values for consideration
- Posed questions to be answered in a student survey to finalize vision document
Students message to the Superintendent (video)
The Superintendent’s Student Advisory Committee believes that every public school student should experience the highest quality education in inclusive and empowering schools throughout the city. These experiences should include:

- A Rigorous and Diverse Academic Experience
- Robust Extracurricular Opportunities
- Comprehensive Student Support Services
- Fair and Firm School Culture and Discipline
- Authentic Platforms for Student Voice and Representation
A Rigorous and Diverse Academic Experience

Public Schools in New Orleans must ensure that we have access to the highest quality teachers who personalize instruction and create rigorous learning environments and give us access to a variety of curricular options to support our passions and futures.

Robust Extracurricular Opportunities

Public Schools in New Orleans should offer rich and varied extracurricular activities and opportunities that appeal to all of us, including sports, clubs, internships, service learning activities, and trips.

Comprehensive Student Support Services

Every school must provide a support system for all of us, with caring and available staff members and updated resources to help ensure our social, emotional and physical needs are fully met. Above all else, we believe that every adult in our schools should care about the whole child, not just academic achievement.

Fair and Firm School Culture and Discipline

Public schools in New Orleans should create a firm and respectful school culture that is most conducive to learning, while simultaneously allowing us to feel accepted, engaged and free to express ourselves as young people.

Authentic Platforms for Student Voice and Representation

Our schools, and the district as a whole, must strive to include our voices, collectively and individually, in school affairs, academic choices, and school culture. We believe our voices should be at the center of key conversations about our city’s public schools.
Unification Update:
June Milestones
June Milestone Progress: Summary

<table>
<thead>
<tr>
<th>Functional Area</th>
<th>Milestone</th>
<th>Complete</th>
<th>On Track</th>
</tr>
</thead>
<tbody>
<tr>
<td>Portfolio</td>
<td>Determine modifications for alternative schools</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Charter operator enrollment cap policy</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Citywide Services and Enrollment</td>
<td>Transition plan for the Youth Opportunity Center</td>
<td>✓</td>
<td></td>
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<tr>
<td></td>
<td>Determine OPSB’s role in supporting schools in their service of students with special needs</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Facilities</td>
<td>Maintenance and repair standards; accountability processes for OPSB-owned facilities</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Modify and improve OPSB facilities lease</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Finance/Operations</td>
<td>Provide information to current OPSB schools about chargebacks and services</td>
<td>✓</td>
<td></td>
</tr>
</tbody>
</table>

All June Unification Milestones have been met
<table>
<thead>
<tr>
<th>Area</th>
<th>Milestone</th>
<th>Milestone Deliverables</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Portfolio</td>
<td>Determine modifications for alternative schools</td>
<td>• Draft of updated School Performance Framework</td>
<td>• Modifications have been proposed and will be incorporated in finalized School Performance Framework (September)</td>
</tr>
<tr>
<td></td>
<td>Charter operator enrollment cap policy</td>
<td>• Updated OPSB Policy; has already been moved forward</td>
<td>• Enrollment cap approved at May Board Business meeting</td>
</tr>
<tr>
<td>Citywide Services and Enrollment</td>
<td>Transition plan for the Youth Opportunity Center</td>
<td>• Process document for transition plan</td>
<td>• RSD has approved YOC transition plan</td>
</tr>
<tr>
<td></td>
<td>Determine OPSB’s role in supporting schools in their service of students with special needs</td>
<td>• School Performance Framework • Process document</td>
<td>• Process document created outlining the role OPSB will play in supporting schools’ special need populations</td>
</tr>
<tr>
<td>Facilities</td>
<td>Maintenance and repair standards; accountability processes for OPSB-owned facilities</td>
<td>• Facilities lease; OPSB policy; handbook has already been developed</td>
<td>• Facility policies FE, HD, and FJ were approved at the March Board meeting</td>
</tr>
<tr>
<td></td>
<td>Modify and improve OPSB facilities lease</td>
<td>• Facilities lease</td>
<td>• Finalized lease approved at May Board Business Meeting</td>
</tr>
<tr>
<td>LEA</td>
<td>Provide information to current OPSB schools about chargebacks and services</td>
<td>• Communication document to schools clarifying chargebacks to schools for LEA-related services</td>
<td>• Schools in OPSB’s LEA received chargeback and service levels at the April 27 School Leader meeting</td>
</tr>
</tbody>
</table>
The unification plan established the following milestones for completion in September 2017

<table>
<thead>
<tr>
<th>Functional Area</th>
<th>Milestone</th>
<th>Milestone Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Portfolio</strong></td>
<td>Update the school performance framework to incorporate the state’s adjustment to the ESSA</td>
<td>• Draft of updated School Performance Framework</td>
</tr>
<tr>
<td></td>
<td>Finalize the School Performance Framework</td>
<td>• School Performance Framework</td>
</tr>
<tr>
<td><strong>Facilities</strong></td>
<td>Refine existing policy around the sale and access to surplus or vacant buildings</td>
<td>• Revisions to OPSB Policy</td>
</tr>
<tr>
<td><strong>Citywide Services</strong></td>
<td>Ensure the continued success of the Therapeutic Day Program by clarifying future status within the New Orleans community</td>
<td>• Process Document</td>
</tr>
<tr>
<td><strong>Finance and Operations</strong></td>
<td>Develop a plan and mechanisms to ensure financial viability for both OPSB and RSD during the transition period leading to unification.</td>
<td>• Process Document</td>
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</tbody>
</table>
OPSB Community Survey Update
Executive Summary

- Roughly three quarters of New Orleans public school families are satisfied with their children’s school.

- Community members are most proud of the progress that has been made since Katrina, and the school facilities that have been developed.

- On the other hand, the survey reveals pressing challenges to be addressed:
  - Many, especially the lowest-income families, feel frustrated with the quality of school choices available to them.
  - The community wants to ensure that schools are preparing students for their future, and focusing on a broad set of skills and capabilities.
  - The community wants schools to be more diverse and representative of the city, but the perception of public schools still lags among private school families.
Our survey attracted substantial and representative participation from across New Orleans.

Survey respondent demographics

- **Other community members** - 13%
- **School system/ operator employees** - 6%
- **Educators** - 14%
- **Post-secondary students** - 7%
- **Parents (non-public schools)** - 11%
- **Parents (public school)** - 47%
- **Did not answer** - 1%

- **Charter operator affiliates** - 1%
- **Pre-Katrina Residents**
  - 31 or more years - 40%
  - 26 - 30 years - 9%
  - 21 - 25 years - 6%
  - 16 - 20 years - 9%
  - 11 - 15 years - 8%
  - 6-10 years - 12%
  - 3-5 years - 8%
  - 0-2 years - 7%

- **Post-Katrina Residents**
  - Prefer not to say - 16%
  - $200,000+ - 3%
  - $100,000-$199,999 - 13%
  - $75,000-$99,999 - 11%
  - $50,000-$74,999 - 19%
  - $25,000-$49,999 - 23%
  - $0-$24,999 - 14%

- **Race**
  - White - 32%
  - Black or African American - 61%
  - Native Hawaiian or Other Pacific Islander - 1%
  - American Indian or Alaska Native - 1%
  - Other - 4%

Note: Respondents could choose more than one option with respect to race.

Note: Our survey was representative of overall New Orleans demographics with respect to race, but under-represents families with less than $25K income.
Where we asked questions that overlap with independent research, the answers are consistent with one another.

**Rating of the public school system in New Orleans**

[All Respondents] Q: Overall, what grade would you give to PUBLIC education in New Orleans TODAY?

**OPSB Survey Results**
- A: 5%
- B: 19%
- C: 40%
- D: 21%
- F: 8%
- I don't know/ No answer: 5%

**Cowen Institute Survey Results**
- A & B: 25%
- C: 42%
- D: 15%
- F: 8%
- I don't know/ No answer: 10%

% A, B & C: 65%

% A, B & C: 67%
On broad measures of satisfaction, about three quarters of parents are pleased with their child’s school today.

- I am satisfied with the quality of education my child’s school is providing for my child: 73% agree.
- My child’s school has high expectations for my child’s learning: 79% agree.
- My child’s school meets the specific academic needs of my child: 72% agree.

Source: OPSB Survey; All Public School Parents and Guardians
And parents are typically satisfied with the information that they receive and the interactions that they have with schools.

To what extent do you agree or disagree with the following statements as it relates to your child’s school?

<table>
<thead>
<tr>
<th>Statement</th>
<th>% Agree</th>
</tr>
</thead>
<tbody>
<tr>
<td>My child’s school communicates in a language that I can understand.</td>
<td>84%</td>
</tr>
<tr>
<td>I am treated with respect in my child’s school.</td>
<td>83%</td>
</tr>
<tr>
<td>I feel welcome in my child’s school.</td>
<td>82%</td>
</tr>
<tr>
<td>My child’s school provides me with regular feedback about my child’s progress.</td>
<td>76%</td>
</tr>
<tr>
<td>My child’s school gives me information about how I can help my child be successful in school.</td>
<td>74%</td>
</tr>
</tbody>
</table>
Progress made since Katrina is the point of pride most often cited by community members.

**Respondents’ top points of pride for New Orleans Public Schools**

[All Respondents] Q: What do you feel most proud of when you think about PUBLIC (this includes charter) schools in New Orleans TODAY? (Select up to 3)

- School system improvement since Hurricane Katrina: 29%
- New Orleans' school buildings/facilities: 26%
- The variety of schools to choose from: 21%
- Quality of teaching in New Orleans: 20%
- New Orleans' music and/or arts programs: 19%
- Academic outcomes for New Orleans' students: 18%
- Our marching bands: 16%
- Staff in New Orleans' schools: 15%
- School climate and culture: 13%
- The OneApp common/single enrollment system: 12%
- Our athletic programs: 9%

(All Respondents: n=3809)
The community survey highlights three broad challenges:

1. **The availability of high quality school options**
   - Most believe in the value of the choice system that New Orleans has adopted.
   - But many also feel dissatisfied with the choices they have, and want to see high quality schools in every neighborhood.

2. **Defining appropriate expectations for schools**

3. **Access to diverse schools**
Availability of High-Quality School Options

Four times as many parents believe that open enrollment policies have improved education vs. those who believe it has been negative

Cowen Poll: Do you think that allowing parents to apply to enroll their children in any public school in New Orleans has had: a positive impact, a negative impact or no impact on the quality of education in New Orleans?

[n=700]
Availability of High-Quality School Options

Satisfaction with available school choices varies between 55% - 65% in different areas of the city

[Public School Parents and Guardians] I am satisfied with the PUBLIC (including charter) school choices available to me when choosing a school for my child/ren.

<table>
<thead>
<tr>
<th>Area</th>
<th>n</th>
<th>% Agree</th>
</tr>
</thead>
<tbody>
<tr>
<td>Uptown (Zone 4)</td>
<td>284</td>
<td>65%</td>
</tr>
<tr>
<td>Central City &amp; LGD (Zone 3)</td>
<td>80</td>
<td>65%</td>
</tr>
<tr>
<td>Mid-City (Zone 2)</td>
<td>146</td>
<td>60%</td>
</tr>
<tr>
<td>Westbank (Zone 7)</td>
<td>439</td>
<td>59%</td>
</tr>
<tr>
<td>Gentilly &amp; Lakeview (Zone 5)</td>
<td>402</td>
<td>58%</td>
</tr>
<tr>
<td>French Quarter &amp; Bywater (Zone 1)</td>
<td>150</td>
<td>56%</td>
</tr>
<tr>
<td>New Orleans East (Zone 6)</td>
<td>186</td>
<td>55%</td>
</tr>
</tbody>
</table>
Availability of High-Quality School Options

Community members support both choice and stronger neighborhood schools – they do not see a contradiction in these values.

[All Respondents, Optional] Q: To what extent do you feel each of the following priorities relating to choice of where to attend school is important in the New Orleans PUBLIC education system? (this includes charter schools)

<table>
<thead>
<tr>
<th>Priority</th>
<th>Very Important</th>
<th>Somewhat Important</th>
<th>A Little Important</th>
<th>Not Important</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ensuring that every family has access to great schools</td>
<td>88%</td>
<td></td>
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</tr>
<tr>
<td>Ensuring that every neighborhood has a great public school</td>
<td>82%</td>
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<td></td>
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<tr>
<td>Strengthening neighborhood schools</td>
<td>74%</td>
<td></td>
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<tr>
<td>Ensuring that every family is able to choose from school options across the city</td>
<td>71%</td>
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</table>
The community survey highlights three broad challenges:

- **The availability of high quality school options**
- **Defining appropriate expectations for schools**
  - The community wants to see schools setting higher expectations for students
  - But those higher expectations should reflect a broad set of skills and capabilities that prepare students for their futures
- **Access to diverse schools**
Defining Appropriate Expectations

Community members overwhelmingly support higher expectations, and see student growth as a key element for improvement in education.

**OPSB SURVEY:** To what extent do you agree or disagree with the following statements about PUBLIC (this includes charter) schools in New Orleans? [We should have higher expectations for student achievement.]

- **All Respondents**
  - Strongly Agree
  - Agree
  - Disagree
  - Strongly Disagree
  - I don't know/ No Answer
  - n=3,809

- **COWEN Poll:** Do you believe student growth, as in how much progress a student makes in a school year, regardless of where they started when they began the year, should be a significant part of how a school's performance is assessed, yes or no?
  - **n=700**
    - Yes
    - No
    - Not Sure

- **% Agree** 88%
- **% Yes** 85%
Defining Appropriate Expectations

Community members value both traditional academic skills and a range of other skills and habits that drive student success.

Important skills for students

[All Respondents] Q: What are the most important skills current PK-12 students should learn before graduating? (Select up to 5 choices)

- Reading and comprehension: 84%
- Communication skills: 66%
- Problem solving: 65%
- Math: 62%
- Grammar and punctuation: 41%
- Science, tech., and engineering: 41%
- Social and cross-cultural skills: 27%
- Use of technology and media: 27%
- Creativity/innovation: 26%
- Skills for the workplace: 23%
- Financial literacy skills: 23%
- Character skills: 21%
- Civics skills: 18%
- Foreign language(s): 16%
- Time management: 15%

Important skills for students

[All Respondents, Optional] Q: Please name one skill that New Orleans students should be taught in 2020 that is not being taught today.
Defining Appropriate Expectations

Parents are somewhat more focused on certain traditional academic skills, while educators place greater value on a broader set of skills.

**Important skills for students**

[All Respondents] Q: What are the most important skills current PK-12 students should learn before graduating? (Select up to 5 choices): Answers represented here are areas where the difference between educators and parents is 7 percentage points or higher.

- **Math**: 58% (Educators: 40%, Public School Parents: 41%)
- **Grammar and punctuation**: 41% (Educators: 21%, Public School Parents: 16%)
- **Character skills**: 41% (Educators: 23%, Public School Parents: 15%)
- **Skills for the workplace**: 22% (Educators: 15%, Public School Parents: 20%)
- **Social and cross-cultural skills**: 29% (Educators: 20%, Public School Parents: 22%)

(n=791, n=1803)
The community survey highlights three broad challenges:

1. The availability of high quality school options
2. Defining appropriate expectations for schools
3. Access to diverse schools

- There is significant room for improvement in creating schools that are socio-economically and racially diverse, to which parents from all backgrounds want to send their students.
Diverse Schools

Private school parents remain unconvinced of the progress and quality of the public school system

**Cowen Poll:** Are you now more likely or less likely to send your child to a public school than you were before Hurricane Katrina?

- More Likely: 26%
- Less Likely: 74%

**Cowen Poll:** Would you say that the quality of education provided to students is better in public or private schools?

- Not Sure
- Public
- Same
- Private: 57%

**Note:** The percentages are based on the number of respondents. The total number of respondents for the first poll is 160, and for the second poll, it is 700.
Diverse Schools

But our community still believes that having a diverse school system that is representative of the population is important.

To what extent do you feel each of the following priorities relating to choice of where to attend school is important in the New Orleans PUBLIC education system?

<table>
<thead>
<tr>
<th>Priority</th>
<th>Very Important</th>
<th>Somewhat Important</th>
<th>A Little Important</th>
<th>Not Important</th>
</tr>
</thead>
<tbody>
<tr>
<td>Increasing access to diverse public schools as it relates to race and income</td>
<td>82%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ensuring PUBLIC school enrollment is representative of the demographics of the city</td>
<td>78%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Attracting more students who attend or would attend NON-PUBLIC schools to PUBLIC schools</td>
<td>71%</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Roughly three quarters of New Orleans public school families are satisfied with their children’s school.

Community members are most proud of the progress that has been made since Katrina, and the school facilities that have been developed.

On the other hand, the survey reveals pressing challenges to be addressed:
- Many, especially the lowest-income families, feel frustrated with the quality of school choices available to them.
- The community wants to ensure that schools are preparing students for their future, and focusing on a broad set of skills and capabilities.
- The community wants schools to be more diverse and representative of the city, but the perception of public schools still lags among private school families.
Survey Next Steps

- Sharing of full survey data to the broader community via OPSB website
  - By early June

- Sessions with other stakeholders to share results and solicit input:
  - UAC briefing
  - Optional share out with board members, school leaders and community leaders
  - June 6th (UAC)
  - June 8th (SL)
  - June 20th (Board Members, Community Leaders)

- Focus groups with community members to further explore survey data and implications
  - June 2017
Determine modifications for Alternative Schools

Milestone Highlights

• A draft set of organizational and financial measures for the annual review have been identified for all schools.

• Using the current BESE Alternative Accountability Framework as a starting point, Priority areas for revision and consideration at this time include:
  • Assessing how to include a growth metric, and to what extent the state’s Growth Index will be representative of student growth at an alternative school
  • Revisiting the metric targets of existing measures to determine if they need to be heightened and to what extent they are adequately differentiating performance across schools
  • Clarifying language of measures and to ensure consistent application of the framework
  • Rethinking the renewal terms lengths for the highest performing Alternative Schools

Next Steps

• Data analysis to assess trends in Alternative School performance locally and across the state to help inform target setting

• Focused conversations with LDOE on Alternative Schools under new ESSA plan

• Alternative School performance modifications will be advanced concurrently with all other accountability policies and standards
Establish Operator Enrollment Cap

Milestone Highlights

Operator Enrollment Cap policy was approved at May Board Business Meeting

- School Board action required (2/3rds majority) for any single operator to exceed 15% of citywide enrollment (K-12)

- Emergency policy suspension authority granted to the Superintendent but with board oversight

- Operators wishing to serve additional students above these caps will have the opportunity serve more students but may be subject to additional requirements
  - Additional SPED monitoring
  - Succession Planning
  - Additional Financial Monitoring

Next Steps

- OPSB will continue to work with school operators to define the additional monitoring requirements that are triggered for operators approved to serve over 15% of citywide enrollment
Determine OPSB’s role in supporting schools in their service of students with special needs

**Milestone Highlights**

OPSB is committed to ensuring that all students with special needs receive a high-quality education, equitable to that of their peers

- OPSB Responsibilities include:
  - Child Find
  - Local Education Agency
  - Non-Public Services
  - School Accountability Standards
  - Existing Programs & Services
  - Investments

**Next Steps**

- Ongoing developments to equitably address students’ needs, citywide include:
  - Identification of unmet student needs
  - Developing solutions to meet additional needs
  - Coordination with partner organizations
Transition plan for the Youth Opportunity Center

Milestone Highlights

OPSB and RSD have and will continue to work together closely on issues related to school authorization

- The Youth Opportunity Center office will remain at its current location to ensure continuity for the students and families it serves.

- Beginning in July 2017, OPSB and RSD will begin co-managing YOC’s Executive Director. The ED will report internally to the RSD, but also include regular check-ins with OPSB leadership.

- OPSB and RSD have aligned on the important YOC MOUs that need to be revised to be agreements between YOC/OPSB and the other entity.

Next Steps

- Following applicable Board policies, OPSB will begin the hiring process for current YOC employees in January 2018
Milestone Highlights

OPSB has updated policies regarding facilities maintenance and repair standards (HD), a Facilities Master Plan (FE), the Facilities Preservation Fund (FJ), and developed a supporting facilities handbook

- OPSB and RSD leadership have engaged with the Facilities Task Force over the past several months to develop and coordinate these facilities policies, handbook, and lease agreement

Next Steps

- Facilities Preservation Policy
Modify and Improve Facility Lease

**Milestone Highlights**

**OPSBN Facility Lease was approved at May Board Business Meeting**

- Refers to Facility Procedures Handbook for process details
- Use Fee calculated on a per pupil basis rather than per building
- Insurance deductible of $10,000 for all capital repairs
- Capital improvements will be done only if included in master plan and will be funded by OPSB

**Next Steps**

- The new facilities lease will be signed at charter renewal or when type 5 schools return to OPSB oversight
Provide information to current OPSB schools about chargebacks and services

**Milestone Progress**

OPSB has committed to a transparent, fiscally sustainable and capacity building experience for schools remaining in our LEA

- OPSB has shared the Special Education, Federal and State Grant Compliance, and Assessment and Accountability Operations services being provided for schools in OPSB’s LEA for the 2017-18 school year.

- OPSB has clearly outlined school responsibilities and opportunities for school’s to receive training on any new task they will be performing.

**Next Steps**

- OPSB will continue to collaborate with LDOE to ensure that school’s in OPSB’s LEA are able to perform all the functions required of them.
UNIFICATION UPDATE: PROCESS DOCUMENTS

JUNE 2017
<table>
<thead>
<tr>
<th>Table of Contents</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>School Performance Framework Draft</td>
<td>1</td>
</tr>
<tr>
<td>Operator Enrollment Cap Policy</td>
<td>22</td>
</tr>
<tr>
<td>Addressing the Needs of Students with Special Needs Deck</td>
<td>24</td>
</tr>
<tr>
<td>Youth Opportunity Center Transition Plan</td>
<td>28</td>
</tr>
<tr>
<td>Facility Policies (FE, FJ, HD)</td>
<td>32</td>
</tr>
<tr>
<td>Facility Lease</td>
<td>46</td>
</tr>
<tr>
<td>OPSB LEA Services Deck</td>
<td>64</td>
</tr>
</tbody>
</table>
Citywide Unification School Leader Meeting

April 27, 2016
The Unification plan called for OPSB to revisit and revise its approach to school accountability.

As part of Act 91, passed in May 2016, and the Unification Plan, approved in August 2016, OPSB is required to revised its School Performance Framework in order to ensure that the students of New Orleans are best served by schools throughout the district.

**Our primary charge**

- **By September 2017**, OPSB will present a new school performance framework, and associated policies, to the Board, which reflects the discussion and debate of stakeholders along with state-mandated ESSA obligations.
  - Additional milestones require establishing test monitoring policies and including performance standards for alternative schools as well.

**Task Force Membership and Meetings**

- Task Force Members represent a mixture of school leaders, community advocates, and advocacy organizations.
- Meetings initiated in October, and have held 10 meetings thus far.
- School leaders are welcome to attend or send a representative to all meetings.
Specific policies and tools are currently leveraged by both the OPSB and RSD to hold schools accountable. The “School Performance Framework” in OPSB defines the standards for school evaluation.

<table>
<thead>
<tr>
<th>Accountability System and Tools</th>
<th>Current OPSB</th>
<th>Closest Corollary in the RSD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Evaluation Standards</td>
<td>School Performance Framework (Policy HB, summarized in the Annual Review presented to the Board)</td>
<td>Annual Review</td>
</tr>
<tr>
<td>Renewal Policy</td>
<td>Policy HAB</td>
<td>Bulletin 126</td>
</tr>
<tr>
<td>Monitoring and Intervention Policy</td>
<td>Policy HC</td>
<td>Bulletin 126</td>
</tr>
<tr>
<td>Overview of Accountability System</td>
<td>Currently not summarized in one document</td>
<td>Charter School Performance Compact</td>
</tr>
</tbody>
</table>

OPSB is committed to creating a streamlined tool to summarize accountability expectations.
1. Clearly articulate a set of rigorous, fair, and transparent standards for charter schools, aligned to excellence and equity for all students
2. Enable OPSB to accurately and efficiently monitor school performance and carry out it’s oversight with fidelity
3. Incentivize and reward continued progress towards outcomes that best serve students
4. Provide charter school leaders with clear and timely information on their performance
5. Give families clear and timely information to inform school choice decisions

OPSB desires to have a number of outcomes from a revised School Performance Framework and is committed to creating a smooth transition to the revised framework
OPSB is committed to an inclusive and deliberative process that includes stakeholders throughout the city.

OPSB has been working with various stakeholders—school leaders, advocates, and community members since the Fall 2016 to engage them on the various aspects of the framework through the Accountability and Authorization Task Force; all schools have at various times have been invited to include staff members of their choosing.

**Past Engagement**
- Planning Phase: October - November 2016
- Review of existing frameworks, Identification of immediate needs and long term planning

**On-going Engagement**
- Cycle 1: Dec. 2016 – February 2017
- Development of Financial and Organizational Standards and Monitoring and Intervention Policies
- Cycle 2: March – July 2017
- Development of Academic standards, Alternative School framework, and Renewal policies

**Future Engagement**
- Cycle 3: July – August 2017
- Development of Final Performance Framework Recommendation (contingent upon ESSA recommendations)
- Implementation Planning: Oct. 2017- January 2018
- Implementation Planning
- Pilot of measures and development of additional tools
Emerging from the planning phase, priorities were identified to drive the development of the revised framework.

Key Takeaways

- Maintain overall approach to categories evaluated currently by both OPSB and RSD: Financial, Organizational and Academic
- Include and reward academic growth
- Consider and explore other measures that help assess school quality, beyond just test scores
- Simplify OPSB’s tools to be measure only the most vital standards, and ensure they are transparent and comprehensible
- Consider a more holistic assessment of school performance at the point of renewal, beyond just one year of testing data

Essential Criteria for assessing potential measures:

- Rigor
- Reliability
- Focus (i.e. not duplicative)
- Fairness (i.e. do not favor one type of school over another)
- Implementation ease and fidelity
- Potential Unintended Consequences
Based upon the work developed thus far, draft plans call for school performance to be assessed annually in three key areas.

<table>
<thead>
<tr>
<th>Financial Measures</th>
<th>Organizational Measures</th>
<th>School Quality Measures</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Key Question:</strong> Is the school/network financially sound and fiscally responsible?</td>
<td><strong>Key Question:</strong> Is the school governed and managed in a responsible way?</td>
<td><strong>Key Question:</strong> How well is this school supporting all students to achieve academic success now and in the future?</td>
</tr>
<tr>
<td><strong>Draft Measures:</strong></td>
<td><strong>Draft Measures, by Sub-Category:</strong></td>
<td><strong>Draft Measures:</strong></td>
</tr>
<tr>
<td>• Current Ratio</td>
<td>• School Governance</td>
<td>• (In development)</td>
</tr>
<tr>
<td>• Cash on Hand</td>
<td>• Administrative Expectations</td>
<td></td>
</tr>
<tr>
<td>• Enrollment Variance</td>
<td>• Family Communications</td>
<td></td>
</tr>
<tr>
<td>• Default</td>
<td>• Student Enrollment and Privacy Practices</td>
<td></td>
</tr>
<tr>
<td>• Unrestricted Net Assets</td>
<td>• Special Populations</td>
<td></td>
</tr>
<tr>
<td>• Unqualified Audit</td>
<td>• Data Integrity</td>
<td></td>
</tr>
</tbody>
</table>

Note: Measures assessed at the CMO level

All of these measures will be used to complete each school’s Annual Review
Additional progress has been made towards building a unified expectations on test monitoring.

Current Proposal:

- **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.

- **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
OPSB welcomes your feedback and input throughout the remainder of this development process.

- Upcoming Task Force Meetings: Held at Warren Easton, in the Library
  - May 3rd, 3-4:30
  - May 10th, 3-4:30
  - May 24th, 3-4:30
  - May 31st, 3-4:30

Upcoming Topics:
- Draft school quality measures, renewal policy and monitoring and intervention

- Local State Briefing on New SPS Method: The afternoon of May 15th (Location and Exact Timing TBD)

- Individual outreach and feedback:
  - Contact Dina Hasiotis at any time, dina_Hasiotis@opsb.us; 504-206-8404
Next Steps

- Be on the look out for a calendar invite to the next OPSB Citywide School Leader Meeting, likely to occur before July

- Engage in upcoming discussions and provide feedback

- Reach out with questions and concerns to any OPSB staff member!
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 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.

<table>
<thead>
<tr>
<th>DRAFT Measure</th>
<th>DRAFT Target for “Meets Expectations”</th>
<th>Next steps to address outstanding concerns or remaining questions</th>
</tr>
</thead>
</table>
| **Current Ratio:** Current Assets / Current Liabilities | **Target for “Meets Expectations”:**  
  - 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  
  **Dialogue Needed:**  
  - 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 | Consider altering to a 3-month average, to strengthen measure, and if so method for collecting that information. |
| **Unrestricted Days Cash:** Unrestricted Cash / [(Total Expenses – Depreciation Expense)/365] | **Target for “Meets Expectations”:**  
  - 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  
  **Dialogue Needed:**  
  - 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 | Consider degree to which there is overlap with Current Ratio, and if too much reconsider including. |
| **Enrollment Variance:** Actual Enrollment on October 1 divided by Enrollment Projection for FY | **Target for “Meets Expectations”:** Enrollment Variance equals or exceeds 95% in the most recent year  
  **Dialogue Needed:** Enrollment Variance is below 95% in the most recent year | 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) |
| **Default** | **Target for “Meets Expectations”:** School is not in default of loan covenant(s) and/or is not delinquent with debt service  
  **Dialogue Needed:** School is in default of loan covenant(s) and/or is delinquent with debt service | Consider degree to which there is overlap with Current Ratio, and if too much reconsider including. |
| **Debt to Asset Ratio:** Total Liabilities/ Total Assets | **Target for “Meets Expectations”:** Debt to Asset Ratio is less than 0.90  
  **Dialogue Needed:** Debt to Asset Ratio is greater than or equal to 0.90 |  |
| **Unrestricted Net Asset Percentage:** Unrestricted Net Assets/Total Expenses | **Target for “Meets Expectations”:**  
  - Y1: >2%  
  - Y2: >3%  
  - Y3: >4%  
  - Y4: >6%  
  - Y5: >8%  
  - +Y5: >10%  
  **Dialogue Needed:** If schools fall outside % above |  |
| **Strength of Financial Controls:** Review of Annual Audit Opinion | **Target for “Meets Expectations”:** Unqualified audit with no findings deemed to be significant, material, or internal control weaknesses |  |
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.

- **“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 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:

<table>
<thead>
<tr>
<th>Sub-Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>School Governance</td>
</tr>
<tr>
<td>Administrative Expectations</td>
</tr>
<tr>
<td>Family Communications</td>
</tr>
<tr>
<td>Student Enrollment and Privacy Practices</td>
</tr>
</tbody>
</table>
## Special Populations

### Data Integrity

### Facility Maintenance and Safety

<table>
<thead>
<tr>
<th>DRAFT Measure</th>
<th>DRAFT Target for &quot;Meets Expectations&quot;</th>
<th>DRAFT Method for evaluating schools</th>
<th>Next step to determine target and/or strengthen guidance</th>
</tr>
</thead>
</table>
| **School Governance** | 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. | - 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

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>School submits complete documents in accordance with timelines set forth in the OPSB Reporting Calendar and LDOE timelines.</strong></td>
<td>School meets all reporting deadlines with complete information and is in good standing with the LDOE regarding reporting requirements.</td>
<td>- Summary of missed OPSB and LDOE deadlines tracked throughout the year.</td>
</tr>
</tbody>
</table>
| **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. | - 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

<p>| | | |</p>
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td><strong>School ensures the parent/student handbook includes all required information for federal, state, local laws, policies and contractual obligations.</strong></td>
<td>School handbooks includes all relevant requirements.</td>
<td>- Review of handbook annually against predetermined list of required elements.</td>
</tr>
<tr>
<td><strong>School ensures its website provides families with information required by federal, state, and local laws, policies and contractual obligations.</strong></td>
<td>School website is up to date and contains all required documents by 1st day of school and periodically throughout the school year.</td>
<td>- Audit of website against a predetermined list of required elements throughout the school year.</td>
</tr>
<tr>
<td>DRAFT Measure</td>
<td>DRAFT Target for &quot;Meets Expectations&quot;</td>
<td>DRAFT Method for evaluating schools</td>
</tr>
<tr>
<td>---------------</td>
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</tbody>
</table>
| School has and consistently adheres to stated procedures for addressing parent/guardian concerns. | School meets expectations for parent/guardian complaint procedures. | - 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. | - 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 | - Dependent upon reports of non-compliance with expectation from receiving schools. | |
| 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 | - 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. | - 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. | - 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 | - 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. | - 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 | - Clarify what level of non-compliance or matter of frequency would lead to school falling short of meeting expectations |
<p>| Special Populations | | | |</p>
<table>
<thead>
<tr>
<th>DRAFT Measure</th>
<th>DRAFT Target for &quot;Meets Expectations&quot;</th>
<th>DRAFT Method for evaluating schools</th>
<th>Next step to determine target and/or strengthen guidance</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td>School is &quot;In Good Standing&quot; regarding meeting its legal and contractual obligations to students with disabilities. 504, IEP, etc.</td>
<td>- 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.</td>
<td>- 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.</td>
</tr>
<tr>
<td>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.</td>
<td>School is &quot;In Good Standing&quot; regarding meeting its legal and contractual obligations to English Language Learners.</td>
<td>- 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.</td>
<td>- 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.</td>
</tr>
</tbody>
</table>

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.
  o 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.
  o 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:
  o Requirements for sharing findings from external test monitor with OPSB
  o Requirements for contracts with external vendors to coordinate with OPSB to determine day school is monitored, without school knowledge
  o Timelines and expectations for submission on testing schedules by grade, subject and number of students
  o Aligned testing windows for specific computer-based tests*
  o Handling of testing materials*
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.
SCHOOL BOARD CHARTERING AUTHORITY

1 – 5 (UNCHANGED)

6. Enrollment

A. Pursuant to La. Rev. Stat. Ann. §17:10.7.1(E)(4), each new, extended, or renewed charter school Operating Agreement shall include provisions requiring participation in the common enrollment system adopted by the School Board, and operated in a transparent and publically accountable manner in accordance with the provisions of Orleans Parish School Board policy and the terms of Orleans Parish School Board charter school Operating Agreements. Compliance with this provision shall be measured as a component of each school’s annual evaluation.

B. No new, extended, or renewal charter school Operating Agreement executed on or after January 1, 2016 may include a neighborhood, zip code, or geographic zone enrollment preference or priority that does not conform to the standard community preferences determined by the School Board in accordance with La. Rev. Stat. Ann. §17:3991. Any school first authorized prior to July 1st, 2015 and whose Operating Agreement incorporated a ZIP code-based neighborhood preference may retain such preference for up to two-thirds (67%) of seats (overall and in each grade level), effective either at renewal or upon entry into the common enrollment system.

C. Any charter school first chartered prior to July 1st, 2012 and which maintains EITHER a letter grade of A, OR a School Performance Score (SPS) in the top 10% of all schools in the state serving the same grade levels, may be permitted to retain a waitlist upon entry into the common enrollment system. The provisions of this section shall expire once all charter schools have entered such system, pursuant to Section 6, Enrollment, Part A, of this policy.

D. As set forth in La. Rev. Stat. Ann. §17:10.7.1(E)(7), OPSB may cooperatively and annually establish enrollment projections and targets for every school under the school board’s jurisdiction and require enrollment of additional or fewer students throughout the school year as necessary.

E. School Operator Enrollment Limit: 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
SCHOOL BOARD CHARTERING AUTHORITY

high quality operators exists at all times. For the purposes of this provision, “system enrollment” shall be defined to include all Orleans students enrolled in grades kindergarten through 12 in public schools under the jurisdiction of OPSB.

1) The School Board may, upon the Superintendent’s recommendation and by a two-thirds vote of the membership, authorize any operator to serve more than fifteen percent (15%) of system enrollment.

2) Suspension of Enrollment Limit – In order to ensure that adequate seats are available to serve all students seeking public school seats in Orleans Parish, the Superintendent may authorize a one-year suspension of the percentage limit under this policy for one or more operators when it is determined that emergency or exigent conditions exist which necessitate the creation of additional capacity in the system

   A. Prior to any such determination, the Superintendent shall collaborate with school operators in the establishment of enrollment projections, as provided for in this Policy.

   B. The Superintendent shall then present a report regarding the determination to the School Board at its next regular meeting. Such report shall address the circumstances that required the suspension, the anticipated length of the suspension, and the school district’s plan to address the circumstances which necessitated the suspension

   C. Any suspension of the percentage limit under this subsection of the policy extending beyond one school year shall require a two-thirds vote of the membership of the School Board.

7 – 14 (UNCHANGED)
OPSB is committed to ensuring that all students with special needs receive a high-quality education, equitable to that of their peers.

As the authorizer and locally-elected school board, OPSB must help schools address the needs of students with special needs.

As the district completes its unification, OPSB must answer:

- What are its roles in addressing students’ needs?
- What are its responsibilities to meet students’ needs?
- What developments are taking place to equitably address students’ needs?
OPSB’s role in addressing the needs of students with special needs

- As the authorizer and locally elected board, OPSB is uniquely positioned as the regulator to ensure the system meets the needs of all students
  - OPSB has unique access to data and a clear line of sight into the student experience
  - OPSB aligns resources to priorities (manages the process for determining differentiated funding weights)
  - OPSB holds schools publicly accountable
  - OPSB manages contracts with schools
  - OPSB makes policy
  - OPSB manages Child Search
- As the authorizer and locally elected board, OPSB must ensure students system-wide are getting what they need
  - Leverage relationships across government agencies
  - Uphold all active federal consent judgements or settlement agreements
OPSB is committed to addressing the needs of all students

<table>
<thead>
<tr>
<th>OPSB Responsibilities</th>
<th>Commitments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Child Find</td>
<td>Operate a citywide Child Search Office to locate, identify, and evaluate all children from 3-5 years of age. There were 708 screening appointments and 526 evaluation appointments scheduled during the 2015-2016 school year</td>
</tr>
<tr>
<td>Local Education Agency</td>
<td>Serve as the LEA for 12 schools in 2017-18; services include the grant management, data reporting, and maintaining compliance with all federal programs, including Title III for English Learners</td>
</tr>
<tr>
<td>Non-public Services</td>
<td>Provide all federally required programs for non-public schools in Orleans Parish, including child find obligations, special education services, and federal entitlement programs</td>
</tr>
<tr>
<td>School Accountability Standards</td>
<td>Execute charter contracts, adopts district policies, and sets accountability standards; revisions to best reflect the citywide landscape is being addressed by the Accountability Task Force</td>
</tr>
<tr>
<td>Existing Programs &amp; Services</td>
<td>Manage work conducted at Alternative Learning Institute, Youth Opportunity Center, Citywide Exceptional Needs Fund, EnrollNOLA, New Orleans Therapeutic Day Program</td>
</tr>
<tr>
<td>Investments</td>
<td>Enhance and upgrade metrics used in differentiated funding formula; management and disbursement of Citywide Exceptional Needs Fund grant to reimburse schools for the cost of serving high needs students</td>
</tr>
</tbody>
</table>
Ongoing developments to equitably address students’ needs, citywide

Identification of Unmet Student Needs

OPSB is developing streamlined and comprehensive methods to identify target areas in which the existing availability of services and resources are not adequately meeting the needs of our students.

Coordination with Partner Organizations Serving as Leaders within Key Areas

OPSB continues to strengthen existing partnerships with organizations currently playing critical roles in supporting students with exceptional needs:
- Behavioral Health Council Education Workgroup (NOHD)
- Children and Youth Planning Board (City of New Orleans)
- Autism Collaborative (LSUHSC and Children’s Hospital)

Developing Solutions to Meet Additional Needs

OPSB must work in collaboration with the nonprofit community, schools, local government, and all other stakeholders to propose and examine potential solutions to the unmet needs of students.
Youth Opportunity Center Transition Plan  
Orleans Parish School Board & Recovery School District  
May 5, 2017

Introduction

The Orleans Parish School Board (OPSB) and Recovery School District (RSD) have worked to develop a detailed transition plan for the Youth Opportunity Center (YOC) to transfer to OPSB. The YOC was developed as a joint initiative of both the RSD and OPSB as a result of the Cooperative Endeavor Agreement between the two districts. The YOC already serves both OPSB and RSD schools, and is currently operated by the RSD.

The YOC is serving as the citywide safety net for students at risk of disengaging from and dropping out of school, ensuring that high standards are held for every student. The YOC’s role is to connect those students and families to the services they need to be successful in school, serving as the link between schools, families, and social service agencies. The YOC serves the highest needs students in the city, including those who are truant or chronically absent, involved in the juvenile justice or criminal justice systems, and are dealing with significant behavioral health and/or discipline issues. In the 2016-17 year, the YOC has served 123 students enrolled in 57 schools through its intensive case management component, 592 students enrolled in 72 schools who were involved in the court system, and 68 students who interacted with the truancy center.

This plan is rooted in the principles guiding OPSB’s overall unification plan:

- **High Standards:** Every child in every neighborhood should have access to great public schools.
- **Continued Progress:** We cannot be comfortable with the gains of the last 10 years; we must continually raise expectations, expand what is working, and cultivate new leaders and new ideas.
- **Choices for Families:** Every family should have access to a diverse set of school options for their child through a clear and fair process.
- **Ensuring Equity:** Differentiated resources and attention must go to ensuring that schools are succeeding for each individual student, based on his or her unique gifts, talents, and needs.
- **Empowering Schools and their Communities:** Educators closest to students and families are empowered to make instructional decisions, and the community has a transparent understanding of their school operations, the progress being made, and the way in which funds are being used.

Document Outline

The remainder of this transition plan includes the following sections:

I. **Transitioning the critical components of the YOC to OPSB:** The critical components for transition are broken down into the following areas: (a) organizational transition, (b) personnel transition, (c) financial transition, (d) contract/MOU transition.

II. **Aligning the transition plan to OPSB’s unification principles:** This section details how the plan aligns with OPSB’s guiding principles.
III. Appendix: The appendix includes details on select parts of the transition plan, including the current YOC job titles and descriptions.

I. Transitioning the Critical Components of the YOC to OPSB

The table below outlines how OPSB will carry out the YOC’s organizational transition, personnel transition, financial transition, and existing contract/MOU transition.

<table>
<thead>
<tr>
<th>Component</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organizational Transition</td>
<td>The YOC office is currently located at the McDonogh 35 building on Kerlerec Street, a facility currently under the operation of OPSB. As such, the current plan is that the YOC will remain in this location and, therefore, we don’t foresee any steps necessary to transition the physical work location for the YOC team. As the OPSB organization continues to evolve, it will continue to make decisions that are in the best interest of our students, including any necessary adjustments to office space.</td>
</tr>
<tr>
<td>Personnel Transition</td>
<td>The Executive Director reports to the RSD Assistant Superintendent of Student Enrollment. The Assistant Superintendent regularly checks in with OPSB leadership to ensure alignment of priorities. The plan to transition YOC personnel to work under the management of OPSB will follow applicable Board policies and will occur under the following timeline:</td>
</tr>
<tr>
<td></td>
<td>• <strong>January 2018:</strong> Following applicable Board policies, OPSB will begin the hiring process.</td>
</tr>
<tr>
<td></td>
<td>• <strong>July 2018:</strong> The YOC team will be hired under OPSB.</td>
</tr>
<tr>
<td>Financial Transition</td>
<td>The YOC is currently funded through Harrah’s grant money that is intended for programs for at-risk students. OPSB has already been receiving this funding directly from the city and has been reimbursing the RSD for their expenses directly running the YOC.</td>
</tr>
<tr>
<td>Contract/MOU Transitions</td>
<td>While the YOC does not have traditional vendor contracts, it has a number of inter-agency MOUs that enable its work to support the city’s most at-risk students. These agreements should be revisited and, as necessary, revised to be agreements between the YOC/OPSB and the other entity.</td>
</tr>
</tbody>
</table>
II. Aligning the YOC Transition Plan to the OPSB’s Unification Principles

As previously stated, this transition plan is rooted in OPSB’s unification principles. The below table further details how OPSB is making a concerted effort to align the YOC transition efforts with OPSB’s overall vision for unification:

<table>
<thead>
<tr>
<th>Guiding Principle of OPSB’s Unification Plan</th>
<th>YOC Transition Plan’s Alignment to the Guiding Principles</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>High Standards</strong></td>
<td>• OPSB will continue its commitment to meeting the needs of disengaged youth. The YOC is serving as the citywide safety net for students at risk of disengaging from and dropping out of school, ensuring that high standards are held for every student.</td>
</tr>
</tbody>
</table>
| **Continued Progress**                      | • The YOC transition plan recognizes that the YOC has made great strides from its conception, and, as a result, this transition plan seeks to transition the YOC services to OPSB, rather than start anew. This plan also recognizes that the YOC will continue to evolve between now and unification.  
  • Through collaboration with the RSD, OPSB will also ensure the transition builds on the knowledge of YOC’s current staff. |
| **Choices for Families**                     | • The YOC serves as an important option for many families across the city to receive support accessing social services, crisis management, and advocacy services in order for students to remain connected and engaged at school. |
| **Ensuring Equity**                          | • The YOC services provide significant supports to students most at risk of disengaging from and dropping out of school. As such, the YOC plays an important role in providing differentiated resources and attention to students allowing for equitable opportunities to be successful in school. |
| **Empowering Schools and their Communities** | • The YOC empowers students and families to advocate for what they need in order for students to be successful in schools. The YOC also supports schools by providing assistance in navigating challenging situations to ensure that students stay connected to school. OPSB will remain committed to empowering students, families and schools during and after unification. |
### A. Current Job Titles and Descriptions for the YOC Staff

<table>
<thead>
<tr>
<th>Role</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Director</td>
<td>The Executive Director provides overall leadership and direction to the YOC staff, serves as a resource to schools on ensuring students stay connected to school, and coordinates YOC support with other agencies in the region.</td>
</tr>
<tr>
<td>Clinical Director</td>
<td>The Clinical Director is responsible for the management and supervision of the clinical team, including all case managers. The Clinical Director also manages the intake process for all referrals to the YOC and ensures that the highest needs cases are matched to a case manager.</td>
</tr>
<tr>
<td>Program Coordinator</td>
<td>The Program Coordinator manages all day-to-day operations of the YOC, the data management system, and co-leads on YOC special projects. The Program Coordinator oversees community outreach activities, public relations material, and serves as special assistant to the ED.</td>
</tr>
<tr>
<td>Clinical Team</td>
<td>The YOC’s Clinical Team provides direct case management services to students and families, inclusive of advocacy and crisis management response and support. The Clinical Team also collaborates with schools to solve some of the most complex barriers contributing to attendance and school engagement issues. In addition, the team provides social workers who serve as liaisons in Juvenile and Municipal Courts, ensuring that students and families who are court involved remain connected to the school system and supported as they transition back to school.</td>
</tr>
<tr>
<td>Truancy Team</td>
<td>The YOC’s Truancy Team provides direct support to schools by responding to summons requests and ensures the safe intake of students who are dropped off by NOPD during the school day.</td>
</tr>
</tbody>
</table>
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 ten (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.

Revised: March 16, 2017

Bulletin 741, Louisiana Department of Education; Board minutes, 11-18-08, 3-16-17.
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 recognizes and provides 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 or 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 costs 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 La. Rev. Stat. Ann. § 17:1990(C)(2)(a)(iii)(dd).

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.

Revised: March 16, 2017

CHARTER SCHOOL FACILITIES MANAGEMENT

PURPOSE AND APPLICABILITY

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

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

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

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

ASSIGNMENT OF SCHOOL FACILITIES

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

DEFINITIONS

1. Preventive Maintenance - Preventive maintenance is activity that is regularly performed on a piece of equipment to lessen the likelihood of it failing; is performed while the equipment is still working so that it does not break down
unexpectedly; is planned so that required resources are available; is scheduled based on a time or usage trigger; and/or is typically performed on equipment that has a critical operational function.

2. **Capital Improvement** - A capital improvement creates an addition, physical enlargement or expansion of a building; creates an increase in capacity, productivity or efficiency; rebuilds property after the end of its economic useful life; replaces a major component or structural part of the property; improves the quality of the property; and/or adapts property to a new or different use. All capital items such as boilers, chillers, roofing systems, air handlers, etc., have an average useful life. The durations of useful life for each system are based on industry standards, such as the American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) and the Chartered Institute of Buildings (CIOB). The replacement of those systems that have exceeded their useful life shall be identified as needed capital improvement.

3. **Capital Expenditure** - The amount spent on a capital improvement.

4. **Minor Repair** - A minor repair is considered an improvement that keeps property in efficient operating condition; restores the property to its previous condition rather than improving the quality of the property; and costs less than $10,000 per occurrence. For example, repairing a leaking faucet would be a minor repair. Replacing all of the drain lines and plumbing fixtures on a campus would be a capital improvement.

5. **Major Repair** - A major repair is considered an improvement that keeps property in efficient operating condition; restores the property to its previous condition rather than improving the quality of the property; and costs more than $10,000 per occurrence. For example, repairing a section of a roof would be a major repair item if the cost were more than $10,000. Replacing the entire roof would be a capital improvement.

6. **Funding Availability** (Capital Improvement Project) - Availability of revenues to undertake a capital improvement project or a program of projects. In the case of projects to be budgeted by the proceeds of bonds or other types of debt, funding availability shall also mean the availability of a revenue stream to retire the debt, including principal, interest, and issuance costs and the proportionate sharing of any newly incurred, associated debt service for the designated capital improvement project to the extent not provided in existing Charter Funding statutes. Funding availability shall also include consideration of restrictions on the use of potential funds.

7. **Facilities Condition Assessment** - A facilities condition assessment describes the process of a qualified group of trained industry professions performing an analysis of the physical condition of a facility or group of facilities. The facilities condition assessment evaluates the condition of major building systems and
rates those systems, as well as the entire facility, in comparison to the typical useful life of each system and the potential replacement cost of the facility. A facilities condition assessment shall be the basis for determining the condition, including the extent of deferred maintenance, of School Board buildings prior to occupancy by charter schools ("pre-existing"). The School Board shall periodically update the Facilities Condition Assessment in order to inform the School Facilities Master Plan for Orleans Parish.

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

**RESPONSIBILITIES**

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

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

In the event that the School Board obtains capital funds through insurance proceeds or disaster relief, such funds shall be utilized to the extent available and feasible to return damaged facilities to their original conditions. If a damaged facility is beyond feasible repair, or if funds are not sufficient to restore the facility to its original condition, the School Board cannot guarantee that the damaged facility will be restored or replaced.
A charter school shall promptly notify the Superintendent or his/her designee if it receives a citation from a regulatory agency (such as the Office of the State Fire Marshal, the Office of Public Health, the Department of Environmental Quality, Department of Safety & Permits, etc.) which would disrupt operations or close the building.

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

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

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

FACILITY ALTERATIONS

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

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

All facilities alterations shall comply with procedures identified in the *Facility Procedures Handbook*.
Contracts for architectural and engineering design and for construction of Capital Improvement Projects, whether implemented by the School Board or by a charter operator, shall include insurance requirements indemnifying both the School Board and the respective charter operator as additional named insureds.

**PREVENTIVE MAINTENANCE PROGRAM**

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

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

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

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

**FACILITY INSPECTIONS**

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

**SMOKING/TOBACCO USE ON SCHOOL BOARD PROPERTY**

The use of any tobacco product, smokeless tobacco, and any smoking object/device, including electronic cigarettes and similar devices, shall be prohibited on and in all School Board property and vehicles and at all school-sponsored functions. *School Board property* shall include any elementary or secondary school building or other buildings on a school campus, any portable buildings, field houses, stadiums, equipment
storage areas, vacant land, or any property owned, operated, or leased by the School Board. This prohibition shall not apply to any outdoor area proximate to the School Board Central Office building that is within twenty-five feet of any entrance to the building, as long as no portion of such building is used as a school facility.

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

**ALCOHOLIC BEVERAGES**

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

Revised: March 16, 2017
This Facilities Lease ("Agreement") is entered into by and between the ORLEANS PARISH SCHOOL BOARD, a political subdivision of the State of Louisiana, herein represented by [OPSB PRESIDENT], its President, duly authorized ("OPSB" or "Lessor"), located at 3520 General de Gaulle Drive, Suite 5055, New Orleans, Louisiana 70114 and [NAME OF NONPROFIT], a Louisiana Non-profit Corporation (hereinafter “Charter Operator” or “Lessee”), herein represented by [NAME OF BOARD CHAIR], duly authorized, located at [ADDRESS OF NONPROFIT] on behalf of [NAME OF SCHOOL] (hereinafter “Charter School”). OPSB and Charter Operator are each referred to singularly as "Party" and collectively as the “Parties.”

RECITALS

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

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

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

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

1. INCORPORATION BY REFERENCE

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

2. PREMISES

2.1. OPSB hereby leases to Charter Operator the Premises, (as more particularly described in Exhibit “A”), upon the terms and conditions hereinafter set forth.

2.2. Except as may otherwise specifically be set forth in this Agreement, Charter Operator accepts the Premises in its “as-is” condition, that is, the condition or state in which the Premises exists at the beginning date of this Agreement, without representations or warranties of any nature whatsoever as to the condition of the Premises for its intended
purposes beyond matters of general life safety, and OPSB makes no promise to alter, remodel, decorate, clean or improve the Premises or any portion thereof.

2.2.1. For facilities returned from a prior governing authority, OPSB shall make good-faith efforts to ensure that any written repair obligations made by the prior governing authority to Charter Operator are completed by the prior governing authority.

2.3. Lessee has had a full opportunity to inspect the condition and nature of the property.

2.3.1. Prior to occupancy of the Premises by Lessee, representatives from OPSB and from Charter Operator shall perform an inspection of the Premises, in accordance with the OPSB Facility Procedures Handbook. Lessor shall submit a building inspection report to Lessee within sixty (60) days of occupancy, in accordance with the process outlined in the OPSB Facility Procedures Handbook. The building inspection report does not diminish Lessee’s obligation to take ordinary care to protect and preserve any and all parts of the Premises.

2.4. Upon reasonable notice to Lessee, OPSB may move Charter School to another facility as deemed necessary, taking into consideration such factors as building capacity, design alignment with grade levels served by Charter School, projected enrollment, program-specific needs, and community support and participation. OPSB recognizes the disruption to students and families when schools are relocated and commits to moving Charter School only in critical circumstances. OPSB shall make available only those facilities that it reasonably believes are safe and ready for occupancy.

2.5. **Shared Occupancy.** Two or more schools may be placed on said Premises if the school campus capacity allows for such placement, in which event Charter Operator shall have a non-exclusive right of use of common areas, including, but not limited to cafeterias, auditoriums, adjacent parking lots, playgrounds, athletic fields and any buildings belonging to OPSB.

2.5.1. If two or more schools are housed in the leased Premises, a separate Memorandum of Understanding shall be entered into between the co-located schools setting forth specific terms as to the use of the space and division of responsibilities for maintenance and payment of services. OPSB shall work with the co-located schools to help all parties arrive at a mutually beneficial agreement.

3. **TERM**

3.1. This term of this Agreement shall be commensurate with the term of Charter Operator’s operating agreement for Charter School and shall thus commence on July 1, [YEAR] and terminate on June 30, [YEAR], unless otherwise terminated for any reason permitted under any provision of this Agreement or the law.

4. **PAYMENT**
4.1. In consideration of the use of the Premises as set forth above, Charter Operator covenants and agrees to pay OPSB a Use Fee and participate in OPSB’s Per Pupil Unit Cost Program (hereinafter “Unit Cost Program”), as outlined in Section 4.1.2. The Use Fee shall be the per pupil share of the actual costs of property, boiler and machinery, terrorism, disaster management and flood insurance of all OPSB-controlled school facilities participating in the Unit Cost Program, including any insurance brokerage fee, unrelated to recovery of capital costs or depreciation that would be recovered in a traditional lease relationship.

4.1.1. The Use Fee shall be calculated and invoiced annually and paid by Charter Operator in equal installments over a 12-month fiscal year, through deduction from Charter Operator’s monthly MFP allocation, commencing July 1, [YEAR]. OPSB shall annually notify Lessee of the Use Fee for the subsequent school year (beginning July 1) no later than May 31, and shall promptly inform Lessee if any adjustments have made.

4.1.2. In determining the Use Fee, OPSB shall divide the total cost of property, boiler and machinery, terrorism, disaster management and flood insurance for all OPSB-controlled school facilities participating in the Unit Cost Program by the student enrollment at said facilities, to provide one per pupil cost (hereinafter “Unit Cost”). The Use Fee shall be equal to the Unit Cost multiplied by the number of students enrolled on the Premises. The initial student enrollment number shall be determined each year using the February first student count or the enrollment projections for the subsequent school year if the school has added grades. The student enrollment number shall be reviewed and adjusted accordingly after OPSB receives an updated October first student count.

4.2. The Use Fee may be adjusted annually based on the increase or decrease in the actual cost of property, boiler and machinery, terrorism, disaster management and flood insurance, or the number of students enrolled on the Premises as per Section 4.1.2. The parties shall work collaboratively to reduce risk and other factors to reduce insurance costs. If OPSB is able to reduce the actual cost of property, boiler and machinery, terrorism, disaster management and/or flood insurance at any point during a policy year, Lessee shall receive the benefit of such adjustment.

4.3. The Use Fee shall not operate as a reduction in the capital outlay or debt service exclusion to the local revenues calculation provided for in La. R.S. § 17:3995(A)(1)(c).

5. OPERATING EXPENSES

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

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

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

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

6. BUILDING MAINTENANCE AND MODIFICATIONS

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

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

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

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

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

6.1.3.2. Copies of existing AHERA Asbestos Management Plans, which shall include either the most recent surveillance and inspection reports for existing, previously occupied buildings, or certifications of non-use of Asbestos-Containing Materials for newly constructed buildings;
6.1.3.3. Copies of any municipal zoning provisos for the use and occupancy of the premises as required by the City Planning Commission, the Board of Zoning Adjustments, the New Orleans City Council, or other agency during the permitting process for the construction of the premises; and

6.2. **Repairs.** A repair is an action that restores the property to its previous condition rather than improving the quality of the property.

6.2.1. Charter Operator shall be responsible for payment of the first $10,000 for all repairs, in accordance with OPSB Policy HD, *Charter School Facilities Maintenance*, and the OPSB Facility Procedures Handbook. Any damage caused by Lessee, Lessee’s employees, agents, representatives, contractors, or invitees shall be repaired at Lessee’s sole expense, regardless of cost.

6.2.2. OPSB shall be responsible for payment of any amount over $10,000, subject to the availability of funding, unless said repair is required due to inadequate or neglectful maintenance on the part of Lessee. Charter Operator shall be responsible for reporting the need for any urgent Major Repairs to OPSB within twenty-four (24) hours of observation, and shall take all precautions to mitigate further damages. Failure to report and/or mitigate damages may result in OPSB seeking reimbursement from Lessee.

6.2.2.1. Notwithstanding Sections 6.2.1 and 6.2.2 of this Agreement, Charter Operator shall be responsible for the full payment of all repairs, regardless of cost, upon implementation of the Facilities Preservation Program established pursuant to La. R.S. § 17:100.11.

6.2.3. OPSB shall approve any repairs that exceed $10,000 prior to work commencing, in accordance with procedures set forth in the OPSB Facility Procedures Handbook.

6.3. **Alterations.** An alteration is work that involves the physical construction, alteration or improvement to the Premises.

6.3.1. Lessee shall not make any temporary or permanent physical construction, alteration or improvement to the Premises without the full knowledge and formal, written consent of OPSB. Any such changes, alterations or installations initiated by Lessee, with Lessor’s approval, shall be paid for by Lessee unless the Parties agree otherwise in writing. All facility alterations undertaken by Charter Operator shall be made in accordance with OPSB Policy HD and the OPSB Facility Procedures Handbook.

6.3.2. All changes, alterations, or installations to the Premises shall become the property of Lessor, regardless of the source of funds for making same, unless the Parties agree otherwise in writing.

6.3.3. If alterations are made to the Premises without prior written authorization from OPSB, Charter Operator shall be responsible for restoring the Premises to its original condition.
at its sole expense. If Charter Operator fails to remove the alterations, OPSB may remove the alterations at Charter Operator’s expense.

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

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

7. CHARTER OPERATOR COVENANTS.

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

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

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

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

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

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

7.1.6. To permit OPSB or OPSB’s agents, with reasonable notice, to enter the Premises for the purpose of inspecting the same, of making repairs, additions or alterations thereto.
and of showing the Premises to prospective purchasers or lenders and, during the last six (6) months of the Term, to prospective charter schools and other persons having a legitimate interest in inspecting the same. Notwithstanding the foregoing, Lessor shall have a right to inspect the Premises at any time, in its sole discretion, if there is an imminent threat to health, safety or welfare.

7.1.7. To promptly comply with: (i) all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state, municipal and local governmental departments, commissions, boards and officers with respect to the Premises; (ii) all orders, rules and regulations of the National Board of Fire Underwriters, all Orleans Parish inspections, appropriate Ratings Bureau(s), the local Board of Fire Underwriters, or any other body or bodies exercising similar functions, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Premises; (iii) all insurance policies and the recommendations of all insurance inspections and insurance carriers with respect thereto at any time in force with respect to the Premises or any part thereof; and (iv) all present or future policies and procedures for the use and occupancy of the Premises as OPSB, in its discretion, from time to time promulgates.

7.1.8. To establish and maintain security measures appropriate to reasonably protect the Premises, individuals present at the Premises, and the personal property located thereon.

7.1.9. Not to: (i) assign, transfer, hypothecate, mortgage, encumber, or convey this Agreement or any interest under it or subject or permit any lien or charge to exist upon this Agreement or any interest under it; (ii) allow any transfer of, or any lien upon, Charter Operator’s interest in this Agreement by operation of law or otherwise; or (iii) sublet the Premises in whole or in part, unless with the express permission of OPSB. This subsection shall not preclude temporary use by third parties in accordance with OPSB Policy KF, Use of School Facilities.

7.1.10. Not to suffer any mechanics’, laborers’ or materialmen’s liens to be filed against the Premises or any portion thereof or any interest therein by reason of any work, labor, services performed at, or materials furnished to, or claimed to have been performed at, or furnished to, the Premises by or at the direction or sufferance of Charter Operator or anyone holding the Premises by, through or under Charter Operator.

8. CONTENTS PROVIDED BY LESSOR

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

8.1.1. All included contents owned by OPSB with an original purchase price greater than $5,000 shall be included in an inventory that Charter Operator and OPSB staff shall
jointly verify when Charter School takes occupancy and moves out of the Premises, and shall be verified annually as part of the inspection process.

8.1.2. Charter Operator shall protect and preserve all contents belonging to OPSB and shall be responsible for replacing missing items, unless replacing missing items would require filing a claim with OPSB-procured insurance or items have been taken out of service in accordance with the procedures set forth in the Facility Procedures Handbook.

9. **LESSOR’S ACCESS AND RIGHT OF USE**

9.1. Lessor shall have a full set of keys to all doors in the Premises, except for the testing materials storage room. Notwithstanding anything herein to the contrary, any damage, loss or claim resulting directly or indirectly from Lessor’s loss or possession of said keys shall be the responsibility of Lessor.

9.2. Lessor shall allow the use of the Premises as a voting precinct when the parish governing authority requires it, pursuant to La. R.S. § 18:533(B)(1).

9.3. Lessor reserves the right to use the Premises as a city shelter in the event of an emergency. The terms of such use shall not interfere with the operation of Charter School.

10. **DEFAULT**

10.1. Each of the following shall be an Event of Default by Charter Operator under the terms of this Agreement:

10.1.1. Failure to use the Property for its permitted use.

10.1.2. Repeated and/or egregious failure to keep property in a safe and well-maintained condition.

10.1.3. Termination, revocation, or adverse modification of Charter Operator’s Charter School Operating Agreement to operate as a public charter school in Louisiana.

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

10.1.5. Filing of a petition of bankruptcy or insolvency proceedings or a petition for reorganization or for the appointment of a receiver or trustee of all or substantially all of Charter Operator’s property resulting in Charter Operator’s inability to meet its obligations.

10.1.6. Engaging in, or allowing its employees, contractors, subcontractors or agents to engage in unlawful activities on the Premises and failing to take action within 24 hours of knowledge of the situation to rectify said illegal activities.

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

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

11. TERMINATION

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

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

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

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

11.5. Casualty and Condemnation. If the Premises are made unusable by fire, flood or other casualty, or taken by any governmental entity pursuant to its power of eminent domain, the Parties agree to the following:
11.5.1. OPSB and Charter Operator may elect to coordinate in reasonable efforts to locate another OPSB-controlled building out of surplus, if any, for Charter School to continue operations; or

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

12. HAZARDOUS MATERIALS

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

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

12.3. Lessee shall promptly notify Lessor, in writing, if Lessee has or acquires notice or knowledge that any Hazardous Material has been or is threatened to be released, discharged, disposed of, transported, or stored on, in, under, or from the Premises. Lessee shall immediately notify Lessor, and provide copies upon receipt of, all written complaints, claims, citations, demands, inquiries, reports, or notices relating to the condition of the Premises or compliance with Environmental Laws. Lessee shall promptly deliver to Lessor copies of all notices, reports, correspondence and submissions made by Lessee to the United States Environmental Protection Agency (EPA), the United States Occupational Safety and Health Administration (OSHA), the Louisiana Department of Environmental Quality (DEQ), the Louisiana Department of Health and Hospitals (DHH), or any other Governmental Authority that requires submission of any information concerning environmental matters or hazardous waste or substances pursuant to Environmental Laws.
12.4. Lessee agrees to indemnify, defend (with counsel reasonably acceptable to Lessor at Lessee’s sole cost) and hold Lessor, its employees, contractors, agents, etc., harmless from and against all Environmental liabilities and costs, liabilities and obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (including consequential damages), disbursements or expenses of any kind (including attorneys’ and experts’ fees, and fees and expenses incurred in investigating, defending, or prosecuting any litigation, claim, or proceeding) that may at any time be imposed upon, incurred by or asserted or awarded against Lessor or any of them in connection with or arising from or out of:

12.4.1. any misrepresentation, inaccuracy or breach of any warranty, covenant or agreement contained or referenced to in this Section committed by Lessee except in such circumstance where asbestos is released through no fault of Lessee; or

12.4.2. any violation by Lessee of any Environmental Law.

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

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

13. INSURANCE & LIABILITY

13.1. Charter Operator shall obtain and maintain, at all times during the Term, the following insurance, against all claims made by or on behalf of any persons, firm or corporation, arising from, related to, or connected with the conduct and operation of Charter Operator’s business in the Premises, including, but not limited to, the following minimum limits set forth below:
13.1.1. Commercial General Liability: $1,000,000.00 per occurrence; $2,000,000 general aggregate;

13.1.2. Educators Legal Liability Insurance and Directors & Officers Insurance: $1,000,000.00 per occurrence/annual aggregate, subject to a maximum deductible not to exceed $100,000.00 per claim;

13.1.3. Business Automobile Insurance covering all owned, hired, and non-owned vehicles: $1,000,000.00 combined single limit;

13.1.4. Workers’ Compensation: as required by state law with statutory limits and also minimum Employers Liability limits of $1,000,000;

13.1.5. Damage to Premises Rented to You coverage with limits not less than $300,000; and

13.1.6. Legal Liability ISO coverage form CP 0040 1012 with limits not less than $100,000.

13.2. Charter Operator shall provide duly executed certificates evidencing such types and limits of insurance (which shall evidence the insurer’s waiver of subrogation of general liability, auto, and workers’ compensation claims against OPSB and provide that notice of cancellation shall be provided to OPSB in accordance with policy provisions.) Such certificates shall be deposited with OPSB’s Office of Risk Management on or before the Commencement Date of this Agreement and upon renewals of such policies, not less than thirty (30) days following renewal of the policy.

13.3. Any and all companies providing insurance required by this Agreement must be licensed to do business in the State of Louisiana and must meet the minimum financial security requirements as set forth herein. Companies providing insurance under this Agreement must have a current A. M. Best’s Rating not less than A- and an A.M. Best’s Financial Size Category not less than VI.

13.4. OPSB shall be named as an Additional Insured for ongoing and completed operations under the commercial general liability insurance and as an Additional Insured for business automobile insurance required by this Agreement. Confirmation of this shall appear on all Certificates of Insurance and by endorsement to any and all applicable policies.

13.5. OPSB shall maintain casualty all risk property damage, including wind, contents, equipment breakdown and flood insurance for the Premises in accordance with OPSB’s policies and procedures.

13.6. In the event that damage occurs to the Premises:

13.6.1. Charter Operator shall be responsible for all costs and expenses relating to such damage to the extent such damage is caused by the negligence of Charter Operator, its employees or agents and such damage is not covered by OPSB insurance policies;

13.6.2. Charter Operator shall be responsible for $10,000 per occurrence for any loss covered by OPSB insurance policies, unless the actual cost of the deductible is less than $10,000.
in which instance Charter Operator shall be responsible for the cost of the actual deductible;

13.6.3. OPSB shall be responsible for all costs and expenses relating to any damage not caused by the negligence of Charter Operator, its employees or agents and any insured damage to the Premises covered by OPSB insurance policies, following application of the deductible described in Section 13.6.2, which is due and payable by Charter Operator to OPSB.

13.7. Whenever (a) any loss, cost damage or expense resulting from fire, flood, explosion or any other casualty or occurrence is incurred by either of the parties to this Agreement or anyone claiming by, through or under them in connection with the Premises and (b) such party is then either covered in whole or in part by insurance (or self-insurance) with respect to such loss, cost, damage or expense, or required under this Agreement to be so insured (or self-insured), then the party so insured (or so required or self-insured) hereby releases the other party from any liability said other party may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance or self-insurance (or which could have been recovered, had insurance been carried as so required) and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, provided that such release of liability and waiver of the right to subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof (provided that in the case of increased cost the other party shall have the right, within thirty (30) days following written notice, to pay such increased cost thereupon keeping such release and waiver in full force and effect).

13.8. Charter Operator shall promptly report to OPSB any and all pending or threatened claims or charges that may trigger the OPSB insurance coverages listed in Section 13.5, and promptly provide OPSB’s general counsel and risk manager with all notices of such claims, cooperate fully with OPSB in the defense of any such claims asserted against OPSB, its board members, agents or employees arising from or related to the operation of Charter School, and comply with the defense and reimbursement provisions of OPSB’s and Charter Operator’s applicable insurance policies.

13.9. Indemnification and Disclaimer of Liability.

13.9.1. The Parties agree that OPSB does not assume liability for any loss or injury resulting from the acts or omissions of Charter Operator, its directors, trustees, agents, or employees.

13.9.2. Charter Operator acknowledges that it is without authority to extend the faith and credit of OPSB to any third party. Charter Operator shall clearly indicate to vendors and other entities and individuals that the obligations of Charter Operator under agreement or contract are solely the responsibility of Charter Operator and are not the responsibility of OPSB.
13.9.3. Charter Operator shall defend, indemnify, and hold harmless OPSB and its officers, directors, agents, and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including but not limited to attorneys’ fees and/or litigation expenses which may be brought or made against or incurred by OPSB arising out of any action of Charter Operator, its employees, agents or assigns, except when caused in whole or in part by the wanton, willful or intentional acts of OPSB. The provisions or limits of insurance required under this Agreement shall not limit the liability of Charter Operator.

13.9.4. OPSB shall defend, indemnify, and hold harmless Charter Operator and its officers, directors, agents, and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including but not limited to attorneys’ fees and/or litigation expenses which may be brought or made against or incurred by Charter Operator arising out of any action of OPSB, its employees, agents, or assigns, except when caused in whole or in part by the wanton, willful or intentional acts of Charter Operator. The provisions or limits of insurance required under this Agreement shall not limit the liability of OPSB.

13.9.5. This Agreement is not an employment contract. No officer, employee, agent, or subcontractor of Charter Operator is an officer, employee, or agent of OPSB.

13.9.6. OPSB shall not be liable for any debts or financial obligations of Charter Operator incurred pursuant to this Agreement.

13.9.7. Charter Operator shall not be liable for the debts or financial obligations of OPSB.

14. AGREEMENT CONSTRUCTION

14.1. Entire Agreement. The Parties intend this Agreement, including all incorporated documents, attachments and exhibits, to represent a final and complete expression of their agreement, which shall be considered the Agreement. All prior representations, understandings and discussions are merged herein, and no course of prior dealings between the Parties shall supplement or explain any terms used in this document.

14.2. Authority. The individual officers, agents and employees of the parties hereto who execute this Agreement do hereby individually represent and warrant that they have full power and lawful authority to execute this Agreement and perform the transactions contemplated hereunder, on behalf of and in the name of their respective principals and/or employers.

14.3. Notice. Any notice required or permitted under this Agreement shall be in writing and shall be effective immediately upon personal delivery, subject to verification of service or acknowledgment of receipt, or three (3) days after mailing when sent by certified mail, postage prepaid to the following:

Orleans Parish School Board: Charter Board:
14.4. **Waiver.** The failure of either party to insist on strict performance of any term or condition of this Agreement shall not constitute a waiver of that term or condition, even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

14.5. **Assignment.** No right or interest in this Agreement may be assigned by anyone on behalf of Charter Operator without prior written approval of OPSB and delegation of any contractual duty of Charter Operator shall not be made without prior written approval of OPSB, which approval may be given or withheld at the sole discretion of OPSB.

14.6. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana and all applicable federal laws of the United States.

14.6.1. The Parties intend that where this Agreement references federal or state laws, state regulations and OPSB policy and procedures, that they be bound by any amendments to such laws, regulations and policies and procedures upon the effective date of such amendments.

14.6.2. Charter Operator shall comply with all federal and state laws and regulations that are applicable to charter schools.
14.7. **Venue.** Parties agree that the Civil District Court for the Parish of Orleans, State of Louisiana, and the United States District Court, Eastern District Louisiana, shall be the exclusive venues for any suit, action, or proceeding pertaining to this Agreement.

14.8. **Severability.** The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition, and the remainder of the Agreement shall remain in effect unless otherwise terminated by one or both of the Parties.

14.9. **Third Parties.** The enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to OPSB and Charter Operator. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Agreement that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

14.10. **Counterparts; Electronic Signatures; Signature by Facsimile.** The Agreement may be signed in counterparts, which shall together constitute the original Agreement. Electronic signatures and signatures received by facsimile by either of the parties shall have the same effect as original signatures.

14.11. **Amendment.** The Parties recognize that amendments to this Agreement may be approved from time to time hereafter.

14.12. **Relationship of the Parties.** Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto or any other relationship other than the relationship of OPSB and Charter Operator.

14.13. **Title.** OPSB’s title to the Facilities and Premises is and shall always be paramount to the rights of Charter Operator, and nothing herein contained shall empower Charter Operator to do any act which can, shall or may encumber the title of OPSB.

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

**ORLEANS PARISH SCHOOL BOARD**

[**CHARTER OPERATOR**]
<table>
<thead>
<tr>
<th>BUILDING DESCRIPTION</th>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
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</table>
Staying in the LEA

OPSB School Leader Meeting
April 27th, 2017
Objectives and Agenda

- Welcome
- Provide schools’ LEA chargeback amount and account for services and activities that fall within that figure
- Highlight areas where your experience as a school in our LEA might feel different
- Recap charter school responsibilities for the 2017-2018 school year
Welcome! rooted school
If you are staying in the LEA…

- We’re delighted to have you with us!

- Our commitments to you
  - **Transparency**: We are committed to providing you with a full accounting of the activities we undertake to support our schools in the LEA
  - **Fiscal Sustainability**: We want to ensure that schools are satisfied with the services received but must ensure that OPSB can breakeven on the cost of its LEA supports
  - **A continual eye towards building your capacity for autonomy**: Regardless of your reason for choosing to be in the LEA, we want to ensure that you feel like you have the knowledge and capacity to be your own LEA in the future
LEA Financials - Revenues
We anticipate receiving ~$12.4M in LEA related funds in FY18

<table>
<thead>
<tr>
<th>Revenue Source</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Title Funds:</strong> Includes Title I, II, and III received for students in poverty, total enrolled students, and ELL students</td>
<td>$6.1M</td>
</tr>
<tr>
<td><strong>IDEA:</strong> Federal funding for students with disabilities</td>
<td>$3.4M</td>
</tr>
<tr>
<td><strong>Other Federal:</strong> Includes McKinney Vento, LA4, and Climate Transformation Grant funding for homeless, early childhood, and other expenses</td>
<td>$887K</td>
</tr>
<tr>
<td><strong>Other State:</strong> Includes LA4 State, Carl Perkins, and EEF for early childhood students, voc. tech, etc.</td>
<td>$573K</td>
</tr>
<tr>
<td><strong>OPSB General Fund:</strong> 0.25% LEA Admin Fee, Indirect from Grants, and ECS Pre-K MFP</td>
<td>$1.4M</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>~$12.4M</td>
</tr>
</tbody>
</table>

*E-Rate is not included in these funds*
LEA Financials - Revenues

Of the ~$12.4M, OPSB anticipates sending ~26% directly to schools in its LEA, though this will vary by funding type.

**LEA Related School Based versus Centrally Managed Funds, by Revenue Stream, FY18**

<table>
<thead>
<tr>
<th>Source Description</th>
<th>LEA School Based</th>
<th>Non-Public or N&amp;D School Based</th>
<th>Centrally Managed for Schools in LEA</th>
<th>Centrally Managed for Child Search and Nonpublic Schools</th>
<th>Non-Public or N&amp;D School Based</th>
<th>LEA School Based</th>
<th>General Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall</td>
<td>$12.4M</td>
<td>40%</td>
<td>20%</td>
<td>20%</td>
<td>20%</td>
<td>30%</td>
<td>10%</td>
</tr>
<tr>
<td>Title</td>
<td>$6.1M</td>
<td>40%</td>
<td>50%</td>
<td>50%</td>
<td>40%</td>
<td>40%</td>
<td>20%</td>
</tr>
<tr>
<td>IDEA</td>
<td>$3.4M</td>
<td>30%</td>
<td>40%</td>
<td>40%</td>
<td>50%</td>
<td>60%</td>
<td>10%</td>
</tr>
<tr>
<td>Other Federal</td>
<td>$0.9M</td>
<td>40%</td>
<td>40%</td>
<td>40%</td>
<td>40%</td>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td>Other State</td>
<td>$0.6M</td>
<td>10%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td>General Fund</td>
<td>$1.4M</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
<td>100%</td>
</tr>
</tbody>
</table>

*Current numbers reflect the state’s current allocation of federal and state funds for FY17. Please note that final allocations could be subject to revision.
LEA Financials - Costs

Costs of services are anticipated to exceed revenues, resulting in our “LEA chargeback”

- This year, revenues associated with being an LEA fall short of the costs of services we provide by ~$700K, a gap that is closed by OPSB’s general fund

- Given that 12 schools left the LEA and the Title 1 funding stream is declining overall, that gap is projected to grow to ~$1.8M in FY18

- We are therefore implementing a 3.8% “LEA chargeback” to breakeven on the costs of services we provide

<table>
<thead>
<tr>
<th>LEA Chargeback</th>
<th>Authorizer Fee</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.8%</td>
<td>2%</td>
<td>5.8%</td>
</tr>
<tr>
<td>~$380 per pupil</td>
<td>~$200 per pupil</td>
<td>~$580 per pupil</td>
</tr>
</tbody>
</table>

LEA Revenues versus Costs, FY18 Projected

- Revenues: $12.4M
- LEA Chargeback: $1.8M
- Expenses: $14.2M

11 schools

3.8% chargeback
LEA Financials - Costs
We commit to full transparency of our centrally managed LEA expenditures

A. Special Education Services: ~$3.3M
- Evaluations conducted by a multi-credentialed team, and specific IEP related services such as speech pathology—for 11 schools in the LEA

B. Federal & State Grant Compliance and Related Programming: ~$1.2M
- Provides fiscal and programmatic monitoring of federal and state grants to ensure compliance, certain guidance and services for homeless youth, as well as parental involvement activities

C. Assessment & Accountability Operations: ~$0.4M
- Includes student and educator data submission to the LDE, maintenance of PowerSchool, system level administration of the Compass database, and certain aspects of test administration, including secure test distribution

D. Management and Coordination: ~$0.1M
- Liaise with all schools in the LEA and coordinate provision of services from OPSB as well as needed communications related to the LEA obligations timeline
Special Education

Services that OPSB will provide you in the 2017-2018 school year

• Identification and evaluation by a multi-disciplinary team (Child Find for students in your school)
• Specific services required by student IEP’s: speech pathology, audiology, OT, PT, orientation and mobility, sensorially impaired teachers
• Monitoring and compliance support, including storage and management of records for both federal and state obligations
• Professional development on CPI, RTI, SAT, 504, and other compliance
• SPLC training and related technical assistance, responding to all federal and state complaints against the LEA
Services that OPSB will provide you in the 2017-2018 school year

- Apply for funding on behalf of schools and establish accounting methodology aligned with federal requirements for distribution of funds
- Process federal grants and monitor implementation of grant funding to ensure fiscal and programmatic compliance under an LEA-wide plan
- Provides fiscal and programmatic monitoring of schools’ use of funds to ensure compliance
- Provide guidance for homeless children and youth services to support enrollment, attendance, and success in coordination with services under McKinney Vento provisions
- Provide support and technical assistance to assist and build the capacity of schools in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance
Assessment and Accountability Operations

Services that OPSB will provide you in the 2017-2018 school year

- Distribution of secure test materials and associated trainings to ensure test security
- Management of data certification data portal for personally identifiable student information
- Targeted training and support for error management in data certification

Test Admin

- Submission of student and educator data to the LDE (PEP, SIS, CURR, STS, etc.)
- Maintenance of the PowerSchool SIS
- Review and oversight of charter school budget and financial reports, as well as reporting to LDE

Reporting Related

- System level administrator tasks not available to school level users in Compass and CVRR systems

Compass Evaluation
How might your experience change as a school in our LEA in the 2017-2018 school year?

In the following ways, your experience may change:

- You will attend webinars hosted by the LDE directly
- You may be responsible for additional training related to test administration
- You will be responsible for training, setup, and configuration of your components of OPSB’s SIS
- Customization and configuration of PowerSchool may not be supported
- If you run into user errors and require troubleshooting, response times will be considerably slower than in the past
- You will be building and supporting your own master schedule and remediation plans
- You will be expected to manage all school level functions within Compass and CVRR databases—as well as the associated training, configuration, and setup of the database
- If you run into user errors and require troubleshooting, response times will be considerably slower than in the past
In the 2017-2018 school year, we will hold our schools accountable for performing the following activities

<table>
<thead>
<tr>
<th>Category</th>
<th>Such activities include</th>
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| **Special Education**                   | • Direct or related services (e.g., special transportation) required by a child’s IEP—regardless of setting  
                                          • Additional training and support and transition assistance  
                                          • Special counsel for due process hearings as needed |
| **Federal and State Grant Compliance & Services** | • Use allocated funds appropriately according to local, state, and federal regulations  
                                           • Collaborate with OPSB LEA office to implement school wide programs in accordance with requirements of funds  
                                           • Collaborate with LEA to implement aligned processes of identification, monitoring, and programs for homeless children and youth  
                                           • Collaborate with LEA to implement parent involvement activities based on school needs  
                                           • Provide interpretation and translation services to include translation of documents and holding meetings with families as needed in order to orally relay interpretation contained in notices |
| **Assessment and Accountability Operations** | • Training and configuration support related to your SIS  
                                                  • Directly attend LDE training related to test administration, and training of your own staff  
                                                  • School level technical assistance of federal and state databases  
                                                  • Review of teacher credential applications  
                                                  • Building and supporting your own master schedule and remediation plans |
Next Steps and Process

• Your point of contact for LEA matters is Mary Garton, mary_garton@opsb.us

• What can you expect next?
  – Schools in our LEA will additionally follow the LEA Obligations Timeline (forthcoming)

Thank you so much for your time and attendance today!