

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

This Charter School Operating Agreement (“Operating Agreement”) is entered into by and between the Orleans Parish School Board, located at 3520 General de Gaulle Drive, Suite 5055, New Orleans, Louisiana 70114 (“Authorizer” or “OPSB”) and the [] located at [] (hereinafter “Charter School”). Authorizer and Charter School are each referred to singularly as “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the intent of the Louisiana Legislature in enacting the “Charter School Demonstration Programs Law” was to authorize experimentation by city and parish school boards by authorizing the creation of innovative kinds of independent public schools for pupils; and

WHEREAS, the further intent of the Louisiana Legislature was to provide a framework for such experimentation by the creation of such schools, a means for all person with valid ideas and motivation to participate in the experiment, and a mechanism by which experiment results can be analyzed, the positive results repeated or replicated, if appropriate, and the negative results identified and eliminated; and

WHEREAS, the Louisiana legislature further stated its intention that the best interests of at-risk pupils shall be the overriding consideration in implementing the provisions of the “Charter School Demonstration Programs Law;” and

WHEREAS, the purposes of the “Charter School Demonstration Programs Law” are to provide opportunities for educators and others interested in educating pupils to form, operate or be employed within a charter school designed to accomplish the following objectives, namely: (1) to improve pupil learning and, in general, the public school system; (2) to increase learning opportunities and access to quality education for pupils; (3) to encourage the use of different and innovative teaching methods and a variety of governance, management, and administrative structures; (4) to require appropriate assessment and measurement of academic learning results; (5) to account better and more thoroughly for educational results; and (6) to create new professional opportunities for teachers and other school employees, including the opportunity to be responsible for the learning program at the school site; and

WHEREAS, on _____, 20____, the OPSB granted Charter School a “Type []” charter as set forth in Exhibit _____ (“Original Operating Agreement”); and

WHEREAS, on January 18, 2011, the OPSB voted to renew the charter of Charter School;
and



WHEREAS, [----- NAME OF CHARTER SCHOOL NON-PROFIT BOARD] has qualified as a tax-exempt organization under Section 501 (c)(3) of the Internal Revenue Code.

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, OPSB and Charter School agree as follows:

1. General Terms.

1.1 Parties.

- 1.1.1 This Agreement is entered into between OPSB and Charter School for the purpose of operating a charter school known as [NAME OF SCHOOL].
- 1.1.2 The person authorized to sign on behalf of OPSB is the President of the Orleans Parish School Board or, in the absence of the President, the Vice-President.
- 1.1.3 The person authorized to sign on behalf of Charter School (the "Charter Representative") is the President of the school's governing board.
- 1.1.4 The Charter Representative affirms as a condition of this Operating Agreement, that he/she is the above-described representative of Charter School and has authority to sign this Operating Agreement on behalf of Charter School. Attached hereto as Appendix 1, and incorporated herein by reference, is a copy of a resolution of the Board of Directors of Charter School (the "Charter Board"), authorizing the individual listed above to sign documents, including this Operating Agreement, on behalf of Charter School.
- 1.1.5 Charter School certifies that all contracts obligating Charter School have been and will be undertaken by Charter School as a non-profit corporation, and failure to act strictly as such shall be grounds for immediate termination of the Operating Agreement.
- 1.1.6 Charter School affirms, as a condition of this Operating Agreement, that the non-profit corporation has a governing or management board, whose members receive no compensation other than reimbursement of actual expenses incurred while fulfilling duties as a member of such board.
- 1.1.7 Incorporated herein by reference is Appendix 2: School-Specific Terms, which is an integral part of this contract.

1.2 Board of Directors of Nonprofit Corporation.

- 1.2.1 The Charter Board is responsible for complying with and carrying out the provisions of this Operating Agreement, including compliance with applicable law and regulation and all reporting requirements.
- 1.2.2 The Charter Board is responsible for the sound fiscal management of Charter School.
- 1.2.3 The Charter Board shall be the final authority in matters affecting Charter School, including but not limited to staffing, job titles, employee salary and benefits, financial accountability and curriculum.
- 1.2.4 The Charter Board shall be subject to the Louisiana Open Meetings Law, Public Records Law, Code of Governmental Ethics, and Public Bid Law for the erection, construction,

alteration, improvement or repair of a public facility or immovable property, pursuant to Part II of Chapter 10 of Title 38 of the Louisiana Revised Statutes.

- 1.2.5 Each member of the Charter Board shall submit Tier 3 Financial Disclosures, pursuant to the Code of Governmental Ethics, as required by Act 786, signed into law June 30, 2010, and effective August 15, 2010.
- 1.2.6 The Charter Board shall at all times maintain itself as a Louisiana non-profit corporation capable of exercising governing functions of Charter School such that the school can meet its stated mission. The Charter Board shall remain in good standing under state law and shall timely make all required filings with the Louisiana Secretary of State.
- 1.2.7 Charter School's Articles of Incorporation, a Certificate of Incorporation evidencing its incorporation as a nonprofit, its Bylaws and amendments or modifications thereto shall be made part of this Operating Agreement.
- 1.2.8 Charter School shall provide Authorizer with copies of all applications and filings related to its seeking or maintaining 501(c)(3) status.

1.3 Effective Date. This Operating Agreement shall be effective as of July 1, 2011.

1.4 Term. The Term of this Agreement shall be 5 years unless otherwise provided in the School-Specific Terms (Appendix 1). Any Term specified in Appendix 1 shall supersede this provision.

1.5 Location. The charter school is located at [INSERT CHARTER SCHOOL ADDRESS]. If the charter school is located at an OPSB-controlled site, the use of such site shall be subject to and governed by a Facilities Lease between the Parties and by OPSB policies relative to school assignments.

2. School Performance.

- 2.1 Authorizer will evaluate Charter School's outcomes based on educational, financial and organizational performance using the indicators and standards set out in OPSB Policy A127 or its successor (Charter School Evaluation Policy).
- 2.2 Substantial fulfillment of the targets set out in the Charter School Evaluation Policy shall be the standard for subsequent renewal of Charter School's charter.
- 2.3 OPSB shall evaluate Charter School at least annually consistent with the standards and measures set out in OPSB's Charter School Evaluation Policy.

3. School Operations.

3.1 Recruitment, Admissions, Enrollment and Retention.

- 3.1.1 Charter School is approved for a total maximum enrollment of [Enrollment #].
- 3.1.2 Student recruitment, admissions, enrollment and retention decisions shall be made in a nondiscriminatory manner and without regard to race, color, creed, national origin, sex, marital status, religion, ancestry, disability or need for special education services.

- 3.1.3 In no event may Charter School limit admission based on race, ethnicity, national origin, disability, gender, income level, athletic ability, or proficiency in the English language.
- 3.1.4 Pursuant to La. R.S. § 17:3991(B)(4)(b), Charter School may give enrollment preference based on defined geographic boundaries (“neighborhood preference”). Should state laws or regulations are amended to mandate neighborhood preference in enrollment, Charter School shall comply therewith upon the effective date of such mandate.
- 3.1.5 If there are more applications to enroll in the charter school than there are spaces available, the charter school shall select students to attend using a random selection process that shall be publicly noticed and open to the public.
- 3.2 Educational Program.** Charter School shall have control over and responsibility for delivery of the educational program and for attainment of the academic performance standards as set forth in OPSB policy (Academic Performance Standards). Charter School shall have discretion to modify, amend, adapt and otherwise change the Educational Program as it deems necessary to achieve the Academic Performance Standards subject to the following limitations:
- 3.2.1 Charter School shall comply with statutory requirements for minimum instructional days and minutes for public schools.
- 3.2.2 Charter school shall be subject to and comply with all requirements related to the state assessment and accountability system for public schools.
- 3.2.3 Charter School shall comply with OPSB’s Pupil Progression Plan consistent with Louisiana Bulletin 1794, § 327, unless expressly amended by this Operating Agreement.
- 3.2.4 Charter School shall perform all student testing required by state law and BESE policy and regulations. Charter School shall comply with High school accreditation, new course creation, and end of course testing requirements as applicable to public high schools.
- 3.2.5 Charter School shall use the District’s Common Application Form and Timeline (“Common Application”) to conduct admissions and enrollment. Charter School may supplement the Common Application with a school-specific admissions policy, provided such policy does not conflict with or contradict the Common Application. Any such policy shall be referenced in the School-Specific Terms (Appendix 1) and shall be incorporated herein by reference.
- 3.2.6 Consistent with the school’s mission, the Parties agree that the school-specific elements of the Educational Program identified in Appendix 1 are material to the Operating Agreement (Material Terms) and changes to those terms shall constitute amendments to the Operating Agreement subject to District approval. Such approval shall not be unreasonably withheld.
- 3.2.7 Charter School shall request changes to any Material Terms of the Educational Program in writing prior to the commencement of the school year in which it proposes to implement the changes.
- 3.2.8 Educational program matters not specifically identified in this Operating Agreement shall remain within Charter School’s authority and discretion.
- 3.3 Transportation.** Consistent with Paragraph 5.2 of this Agreement (Transportation Funds), Charter School shall be responsible for providing free and adequate transportation to any student enrolled in the charter school if the student resides more than one mile from such

school. Charter School shall provide whatever transportation is necessary to implement any individualized education program for a child with an exceptionality, without regard to how far the child resides from the charter school.

3.3.1 Transportation service agreements shall be entered into directly between Charter School and its transportation provider. OPSB shall not be a party to such agreements.

3.4 **District Resources.** If eligible, Charter School may access OPSB instructional support resources, such as online learning platforms, summer school for qualifying students, and online assessment and instructional materials on the same terms as OPSB direct-run schools.

3.4.1 Other state or federally funded resources designated for public schools of the District unless Charter School is specifically excluded.

3.5 Exemptions.

3.5.1 Charter School shall be exempt from all rules and regulations of the state board and OPSB with the exception of those specifically provided for in this Operating Agreement and the exceptions set out in La. R.S. § 17:3996(A).

3.5.2 Charter School shall be exempt from all statutory mandates applicable to public schools and to public school officers and employees with the exception of those specifically provided for in this Operating Agreement and the exceptions set out in R.S. § 17:3996(B).

3.5.3 Charter School shall otherwise comply with all provisions of the Louisiana Charter School Demonstrations Program and with all state and federal accountability requirements to the extent that Charter School's compliance affects Authorizer's standing.

4 Special Education.

4.1 The Authorizer is the "local education agency" ("LEA") for purposes of compliance with the Individuals with Disabilities Education Act ("IDEA").

4.2 Special education services, related services, and accommodations for students who are eligible under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973 ("Section 504"), the Americans with Disabilities Act ("ADA"), or any applicable provisions of state law, shall be provided as follows:

4.2.1 Authorizer is responsible for ensuring that the requirements of federal and state special education law and regulations are met in the Charter School, and that special education and related services are provided in Charter School in the same manner as they are provided in Authorizer's direct-run schools. Additionally, Authorizer will oversee procedural compliance with federal and state law and regulations concerning the education of students with disabilities. Authorizer will provide training, consultation and advice to Charter School as needed with regard to Section 504 compliance, including legal interpretations, recommendations for intervention strategies, and assistance in conducting Section 504 Plan and review meetings.

4.2.2 Charter School shall comply with all OPSB policies, procedures and regulations concerning the education of students with disabilities. Additionally, Charter School shall be responsible for compliance with Section 504 and the ADA in its general curriculum, including but not

limited to implementation of any formal Section 504 Plan that has been developed for a student.

- 4.2.3 Charter School shall have an effective educational model for the delivery of special education services. Charter School shall have non-discriminatory admission policies consistent with its mission and with state and federal law.
- 4.2.4 Charter School shall employ the teachers necessary to provide specialized instruction to its students with mild to severe disabilities including a special education coordinator. Such teachers shall be properly trained, licensed and endorsed to provide the special education services for which they are employed, including meeting the definition of “highly qualified teacher” pursuant to the No Child Left Behind Act and IDEA, as amended periodically, and shall have such other training and qualifications as OPSB may in its discretion prescribe from time to time for similarly situated district teachers. Whenever possible and appropriate consistent with a child’s IEP, Charter School will deliver special education services in an inclusion setting.
- 4.2.5 Charter School shall have a qualified special education coordinator who will be responsible for monitoring individual case management of all special education students and for arranging the provision of services required by their IEP. Charter School shall maintain a file documenting Charter School’s compliance with special education requirements.
- 4.2.6 Charter School shall indemnify OPSB for any costs, attorney fees, and/or financial penalties imposed on OPSB by state and/or federal authorities due to actions or omissions of Charter School relating to special education.
- 4.2.7 Charter School shall promptly report to OPSB any and all alleged infractions, complaints, and other non-compliance issues relating to special education.
- 5 **School Finance.** Charter School shall control and be responsible for financial management and performance of Charter School including budgeting and expenditures.
- 5.1 **School Funding and Eligibility.** For purposes of funding, Charter School shall be considered an approved public school of OPSB, and shall receive a per pupil amount each year from OPSB based on the October first membership count of Charter School pursuant to La. R.S. 17:3995 and the provisions of the Minimum Foundation Program formula adopted by BESE and approved by the legislature (“Eligible Funds”), except that OPSB shall be entitled to withhold the following funds:
- 5.1.1 OPSB shall retain an administrative fee of 2% of Eligible Funds as authorized under La. R.S. § 17:3995. Should the State legislature change the amount of the administrative fee, this paragraph shall be automatically amended to reflect the maximum fee permitted by law;
- 5.1.2 OPSB shall retain all funds designated for the purpose of equitable delivery of support and related services to eligible students to meet the “excess cost” provision of services to students with disabilities. In no instance shall Authorizer subsidize the Charter School’s cost for special education services beyond the state and or federal funding allocated for said services.
- 5.1.3 OPSB shall retain actual cost for maintenance of insurance policies for insurance of Charter School’s facilities; and

- 5.1.4 OPSB shall retain the actual per-pupil fee for any Charter School student transferred to an alternative school.
- 5.2 **Transportation Funds.** Transportation funds for students enrolled at Charter School are included in the Minimum Foundation Program funds Charter School receives..
- 5.3 **Additional Funds.** Pursuant to La. R.S. 17:3995(C), and subject to the limitations of this section, Charter School shall be eligible to receive any state and federal grant funds for which it or its pupils qualify. Charter School shall receive at a minimum its appropriate share of any state or federal grant program such as any funding provided for technology, teacher supplies, kindergarten through third grade reading and mathematics, summer school, and other remediation funding, as well as any other state or federal grant program where funding is distributed on a per pupil basis and Charter School is eligible to receive such funding under the terms of the grant. Charter School shall comply with the terms of such grants.
- 5.4 **Title I Funding.** If Charter School receives federal Title I funds under the Elementary and Secondary Education Act, it must meet all applicable requirements under that Title, including, but not limited to, participating in public school choice (and any related set asides), comparability requirements, and teacher credentialing.
- 5.5 **School Tuition and Fees.** Charter School shall not charge tuition or fees of any kind as a condition of enrollment. Charter School shall not impose any fees that an LEA would be prohibited from imposing. Nothing in this section shall be interpreted to prohibit Charter School from imposing fees that an LEA would be permitted to impose.
- 5.6 **Alternative School Fees.** Charter School shall pay the per-pupil fee for any Charter School students who elect to transfer to an alternative school.
- 5.7 **Collateralization.** Public funds must be collateralized in accordance with Title 49, Section 321 of the Louisiana Revised Statutes.
- 5.8 **Non-appropriation.** The continuation of this Operating Agreement is contingent upon a legislative appropriation or allocation of funds necessary to fulfill the requirements of this section. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Operating Agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Operating Agreement, the Operating Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. No liability shall accrue to OPSB in the event this provision is exercised. OPSB shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- 5.9 **Charter School Debt.** Pursuant to La. R.S. § 17:3993, Charter School is solely responsible for all debt it incurs, and OPSB shall not be contractually bound on Charter School's account to any third party. A statement to this effect shall be included as a provision to any and all contracts entered into by Charter School.
- 6 **Transparency and Accountability (School Reporting Requirements).** OPSB shall provide Charter School with a Charter School Reporting Calendar ("Reporting Calendar") on or before the commencement of each contract year. OPSB shall endeavor to make the Reporting Calendar

as complete as possible. Charter School shall be responsible for submitting timely and complete reports to OPSB in accordance with the Reporting Calendar.

6.1 Student Data.

- 6.1.1 Charter School shall comply with data reporting requirements as required by Authorizer and pursuant to all applicable state and federal laws and regulations.
- 6.1.2 Charter School shall make available to OPSB for its in records and review such demographic information as it collects related to its applicant pool and its admission results.
- 6.1.3 Charter School shall supply in a timely manner all reports, test results and other information required under this Operating Agreement, state law and BESE policy and regulation.
- 6.1.4 Required reporting shall include, but not be limited to, "live data" reporting of Charter School's information, including attendance information, through OPSB's student information system.
- 6.1.5 Charter School shall maintain contemporaneous records to document pupil attendance and shall make such records available for inspection at Authorizer's request.

6.2 Charter Board Meetings and Meeting Records.

- 6.2.1 Charter School shall comply with all applicable provisions of the Louisiana Open Meetings Law, including with regard to the scheduling of Charter Board meetings, meeting agendas, public notice of meetings, and records of those meetings.
- 6.2.2 At the start of each school year Charter School shall provide to OPSB a written schedule of Charter Board meetings for that school year. Charter School shall notify OPSB promptly with any modifications to that schedule.
- 6.2.3 All reports provided to Charter Board must be copied to OPSB.

6.3 Annual Reports. Charter School shall provide to OPSB information on the prior year performance to Authorizer no later than August 1st each year and such other reports as may be required by applicable state law.

6.3.1 Charter School shall evaluate the effectiveness of its plan for driving its students' academic improvement, using data to describe the academic progress made by Charter School's students over the previous school year. Annual reports shall include an executive summary and shall address the following, without limitation:

6.3.1.1 Number of students served;

6.3.1.2 Demographic characteristics of students, including with respect to race, percentage that qualify for free lunch, percentage that are English language learners (and what the home language is for such English language learners), percentage of students with disabilities; and

6.3.1.3 Student performance on standardized measures of evaluation.

- 6.3.2 Annual reports shall include a description of any and all fees that will be assessed parents, including without limitation policies for fees related to school trips, special projects, graduation ceremonies, and other special events, a full plan for how fees will be collected, recorded, and administered, and a plan for the reduction and/or forgiveness of fees for families experiencing economic hardship.
- 6.3.3 Annual reports must include emergency preparedness plan for natural disasters and threats of violence to students, staff and faculty.
- 6.3.4 Annual reports must be made available to parents or guardians of pupils enrolled in the school and the community, indicating Charter School's progress toward meeting the performance objectives as stated in the Charter.

6.4 Financial Reports.

- 6.4.1 Charter School shall prepare and deliver the following reports to Authorizer:
 - 6.4.1.1 An independently audited financial report for Charter School meeting OPSB's Scope of Audit requirements. Such audit shall be conducted by an auditor selected from the Louisiana Legislative Auditors' approved list of independent auditors and shall be submitted annually, on or before September 30;
 - 6.4.1.2 Quarterly financial statements consistent with the Reporting Calendar;
 - 6.4.1.3 Any other financial and/or operational reports relating to Charter School that may be required under applicable state law, by the Louisiana Department of Education, or as shall be reasonably required by Authorizer.
 - 6.4.2 **Payments Due.** Charter School shall annually provide to OPSB evidence of appropriate income tax payments, and ongoing evidence that Charter School is paying its debts on a timely basis.
 - 6.4.3 **Enrollment.** Charter School shall submit projected, current, and final student enrollment information in accordance with OPSB's financial and attendance reporting requirements.
- 6.5 **External Reporting.** Charter School shall be responsible for additional reporting as required for compliance with state, federal and other external reporting requirements.
- 6.6 **Inspection.** All financial records of Charter School pertaining to the management and operation of Charter Schools are subject to inspection and production as required for fulfillment of the OPSB's fiduciary responsibilities. Within sixty (60) days of receipt of any documents, data and records provided by Charter School pursuant to compliance with School Reporting Requirements, OPSB shall notify Charter School in writing of material problems, questions, concerns, and/or issues related to such documents, data, and reports.

7 Assets.

- 7.1 Charter School shall maintain a complete and current inventory of all of its property and shall update the inventory annually.
- 7.2 Charter School shall take all necessary precautions to safeguard assets acquired with public funds.

7.3 If the Charter is revoked, non-renewed or surrendered, or Charter School otherwise ceases to operate:

- 7.3.1 Any assets acquired in whole or in part with public funds shall be deemed to be the property of OPSB; and
- 7.3.2 Any material assets acquired wholly with private funds donated to Charter School shall be disposed of by it consistent with Louisiana non-profit law, provided that Charter School has maintained records demonstrating that such assets have been acquired without the use of public funds; and
- 7.3.3 If Charter School's records fail to establish clearly whether an asset was acquired with the use of public funds, the assets shall be deemed to be the property of OPSB.

8 Insurance and Surety.

8.1 Charter School shall provide and maintain such insurance as will protect Charter School from claims under Worker's Compensation Acts, including but not limited to the Louisiana Workers' Compensation Act, and any other claims for damages or personal injuries including death that may arise from operations under this Operating Agreement, whether such operation be by the Charter School directly or by any contractor, subcontractor, or by anyone directly or indirectly employed by either of them. Material revisions to the terms of the Insurance plan may be made only with the approval of OPSB and Charter School. Without limiting any obligations or liabilities of Charter School under this Operating Agreement, Charter School shall provide and maintain during the course of this Operating Agreement, at its sole cost and own expense, without reimbursement, minimum insurance coverage as follows:

- 8.1.1 Worker's Compensation insurance in accordance with state law.
- 8.1.2 Comprehensive General Liability insurance with a minimum combined single limit of \$1,000,000 each occurrence.
- 8.1.3 Comprehensive Automobile Liability insurance with a combined single limit for bodily injury and property damage or not less than \$1,000,000 each occurrence with respect to the schools' owned, hired or non-owned vehicles, assigned to or used in performance of the services offered by the school.
- 8.1.4 Charter School shall maintain Errors and Omissions Liability Insurance on behalf of Charter School and conforming to the following requirements:
 - 8.1.4.1 Errors and Omissions liability insurance shall cover Charter School for those sources of liability arising out of the rendering or failure to render professional services in the performance of this agreement, including all provisions regarding financial management and indemnification.
 - 8.1.4.2 The insurance shall be subject to a maximum deductible not to exceed \$10,000 per claim.
 - 8.1.4.3 The minimum limits to be maintained by Charter School shall be no less than \$1,000,000 per claim/annual aggregate.
- 8.1.5 OPSB shall be named as an additional insured under all of the aforementioned insurance policies.

9 Personnel.

- 9.1 **Collective Bargaining.** The provisions of any collective bargaining agreement entered into by OPSB shall not apply to Charter School. The provisions of any collective bargaining agreement entered into by Charter School shall not apply to OPSB.
- 9.2 **Certification/Credentialing.** Instructional staff at Charter School shall comply with Bulletin 814 and other applicable state certification and credentialing requirements consistent with the Elementary and Secondary Education Act (No Child Left Behind or "NCLB").
- 9.3 **Highly Qualified Status.** To the extent that Charter School receives Title I funding, it must ensure that 100% of teachers in core academic subjects are Highly Qualified (as defined in NCLB) or are working pursuant to a plan to achieve Highly Qualified status.
- 9.4 **Personnel Evaluations.** Charter School shall comply with all state mandated requirements for personnel evaluations, unless specifically excluded.
- 9.5 **Nationally Certified Teachers.** In its role as the employer of its own staff, Charter School shall fund the stipend for any and all Nationally Certified Teachers employed at the site, pursuant to La. R.S. 17:421.6, regardless of whether the Louisiana Legislature appropriates funds for reimbursement of such stipend.

10 Oversight.

- 10.1 **Authority.** OPSB shall have broad oversight authority over Charter School and may take all reasonable steps necessary to confirm that Charter School is and remains in material compliance with this Operating Agreement and applicable law. The Authorizer's oversight of Charter School shall include, but not be limited to, the following activities:
- 10.1.1 Oversight, intervention, revocation, renewal, and closure processes and procedures for Charter School;
 - 10.1.2 Monitoring the performance and compliance of Charter School within the terms of this Operating Agreement and applicable laws, policies and regulations;
 - 10.1.3 Ensuring Charter School compliance with reporting requirements;
 - 10.1.4 Monitoring the educational, legal, fiscal and organizational condition of Charter School; and
 - 10.1.5 Providing guidance to Charter School on compliance and other operational matters.
- 10.2 **Inspection.** All records established and maintained in accordance with the provisions of this Agreement, applicable policies and/or regulations, and federal and state law shall be open to inspection by Authorizer, the State Board of Elementary and Secondary Education, the Louisiana Department of Education, the Louisiana Legislative Auditor, law enforcement officials, contracted evaluators or any other federal, state, or local regulatory agency within a reasonable period of time after request is made.
- 10.3 **Meeting Attendance.**
- 10.3.1 Charter School's representative(s) shall attend all training sessions required by Authorizer, the State Board of Elementary and Secondary Education, or the State or Federal Department(s) of Education.

10.3.2 OPSB shall, annually, provide Charter School a schedule of regularly scheduled and reasonably anticipated meetings at which Charter School's attendance will be required.

10.4 **Site Visits.** Authorizer shall visit Charter School at least annually. Authorizer may, at its discretion, conduct announced formal school visits. Such site visits may include any activities reasonably related to fulfillment of its oversight responsibilities including, but not limited to, inspection of the facilities; inspection of records maintained by Charter School; interviews and observations of the principal, staff, school families, and community members; and/or observation of classroom instruction.

10.5 **Notification.**

10.5.1 Charter School shall notify Authorizer immediately of any conditions that it knows are likely to cause it to violate the terms of this Operating Agreement or the Original Charter.

10.5.2 Charter School shall notify Authorizer immediately of any circumstance requiring the closure of the Charter School, including but not limited to a natural disaster, such as an earthquake, storm, flood or other weather-related event, other extraordinary emergency, or destruction of or damage to the school facility.

10.5.3 Charter School shall immediately notify Authorizer of the arrest or charge of any members of Charter School's governing board or of any Charter School employee for a crime punishable as a felony, any crime related to the misappropriation of funds or theft, any crime or misdemeanor constituting an act against a minor child or student, or of the investigation of a member of Charter School's governing board or of any Charter School employee for child abuse.

10.5.4 Charter School shall notify Authorizer immediately of any change to its board of directors, its corporate legal status or any change in its standing with the Louisiana Secretary of State's Office.

10.5.5 Charter School shall notify Authorizer immediately of a default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more.

10.5.6 Charter School shall notify Authorizer immediately if at any time during the school year, Charter School's enrollment decreases by ten percent (10%) or more compared to the most recent pupil count submitted to the OPSB or the Louisiana Department of Education.

10.5.7 Charter School shall notify Authorizer immediately if at any time Charter School receives notice or is informed that Charter School or Authorizer are parties to a legal suit.

10.5.8 **Intervention.**

10.5.9 Consistent with any oversight practices set out in the Monitoring Plan, OPSB shall follow a progressive system of notification and calls for corrective action on the part of Charter School.

10.5.10 Any complaints or concerns received by OPSB about Charter School or its operation, including but not limited to complaints filed with the Office for Civil Rights, Louisiana Commission on Human Rights, and Equal Employment Opportunity Commission, shall be forwarded promptly by the OPSB to Charter School.

- 10.5.11 Charter School shall promptly forward to OPSB any formal complaints or concerns received by Charter School including but not limited to complaints filed with the Office for Civil Rights, Louisiana Commission on Human Rights, and Equal Employment Opportunity Commission, and/or formal grievances filed by any party with the governing board of Charter School.
- 10.5.12 Charter School shall indemnify OPSB for any costs, attorney fees, and/or financial penalties imposed on OPSB by state and/or federal authorities due to actions or omissions of Charter School relative to regulatory compliance.
- 10.5.13 To the extent that concerns or complaints received by OPSB about Charter School may trigger OPSB's intervention, including revocation or non-renewal of the Operating Agreement, OPSB may monitor Charter School's handling of such concerns or complaints. In such cases, OPSB may request and Charter School shall provide information regarding Charter School's actions in responding to those concerns or complaints.

11 Revocation/Termination.

- 11.1 As provided by law, this Operating Agreement may at any time be terminated and revoked upon a determination and affirmative vote by a majority of OPSB that Charter School, its board members, officers or employees did any of the following:
- 11.1.1 Committed a material violation of this Operating Agreement;
 - 11.1.2 Failed to substantially achieve within the agreed timelines the academic results specified in this Operating Agreement;
 - 11.1.3 Failed to meet generally accepted accounting standards for fiscal management; or
 - 11.1.4 Egregiously and/or consistently violated applicable federal, state or local law.
- 11.2 The Operating Agreement may be terminated immediately and the charter revoked if OPSB determines that the health, safety, and/or welfare of students is threatened.
- 11.3 The Operating Agreement may be terminated immediately by OPSB and the charter revoked under the following conditions:
- 11.3.1 gross mismanagement of public funds; or
 - 11.3.2 financial malfeasance; or
 - 11.3.3 failure to retain facilities; or
 - 11.3.4 enrollment insufficient to meet financial obligations.
- 11.4 In any instance of termination, OPSB shall provide to Charter School written notice of termination, which notice shall include its findings and reasons for such action.

12 Closure.

- 12.1 In the event that Charter School is required to cease operation for any reason, including but not limited to non-renewal, revocation, or voluntary surrender of the Charter, Charter School shall cooperate with Authorizer in ensuring the orderly closure of Charter School including, but not limited to:

- 12.1.1 securing student records;
- 12.1.2 assisting in enrollment of students in appropriate schools; and
- 12.1.3 managing all financial records consistent with Authorizer's school closure requirements and policies.
- 12.2 In the event that OPSB terminates the Charter, OPSB shall not be further obligated to pay any additional local funds to Charter School from the date of OPSB's termination.
- 12.3 In the event that Charter School ceases operations, Charter School and its governing body will be responsible for winding up the business and affairs of Charter School and will cooperate with OPSB as necessary to provide an orderly enrollment of students in other schools. Any public surplus remaining at the time Charter School ceases operations shall be remitted to OPSB within thirty (30) days of the day students no longer attend Charter School. Any furniture and equipment purchased with public funds shall be delivered to OPSB within thirty (30) days of the day students no longer attend Charter School.
- 12.4 Pursuant to La. R.S. § 17:3993, OPSB shall not be liable for Charter School's unpaid debts if Charter School does not have sufficient funds to pay all of its debts at the time it ceases operations.

13 Dispute Resolution.

- 13.1 In the event of a dispute between Charter School and OPSB regarding the terms of this Operating Agreement or any other issue regarding the relationship between Charter School and OPSB, the Parties agree to implement the following dispute resolution plan in good faith.
- 13.2 Each Party agrees to notify the other, in writing, of the specific disputed issue(s).
- 13.3 Within thirty (30) days of sending written correspondence, or longer if both parties agree, Charter School's representative and OPSB's representative, or their designees, shall confer in a good faith effort to resolve the dispute.

13.4 Indemnification and Acknowledgments

- 13.4.1 Charter School shall defend, indemnify, and hold harmless OPSB, its officers, directors, agents, employees, partners, and subcontractors (collectively referred to as "OPSB Indemnities") from any and all claims, demands, suits, actions, proceedings, losses, costs, judgments, damages or other forms of liability to third parties, of every kind and description, actual or claimed, including but not limited to attorneys' fees and/or litigation expenses, including, but not limited to injury to property or persons (including, but not limited to civil rights violations), occurring or allegedly occurring, in connection with the operation of the charter school from conducted committed or alleged to have been committed on the premises of the charter school or by Charter School, or by its employees, officers, directors, subcontractors, or agents, during the term of this charter or any renewal thereof, which may be brought or made against or incurred by the OPSB on account of any action of Charter School, its employees, agents or assigns. The provisions or limits of insurance required under this contract shall not limit the liability of Charter School. Charter School shall defend OPSB in any such action or proceedings brought thereon.

- 13.4.2 Any management contract entered into by Charter School shall include an indemnification provision as follows: The management company shall indemnify, save and hold OPSB Indemnities harmless against any and all claims, demands, suits, actions, proceedings, losses, costs, judgments, damages or other forms of liability to third parties, of every kind and description, actual or claimed, including but not limited to attorneys' fees and/or litigation expenses, including, but not limited to injury to property or persons (including, but not limited to civil rights violations), occurring or allegedly occurring, in connection with the operation of the charter school, or from conduct committed or alleged to have been committed on the premises of the charter school or by Charter School, or from conduct committed by the management, or by its employees, officers, directors, subcontractors, or agents, during the term of this charter or any renewal thereof. The management company shall defend OPSB Indemnities in any such action or proceedings brought thereon.
- 13.4.3 OPSB shall give prompt written notice to Charter School of the assertion of any claim or the commencement of any litigation for which indemnification is sought and shall cooperate with Charter School in the defense of the claim or litigation.
- 13.4.4 Charter School shall not settle or compromise any claim against OPSB without the express written permission of OPSB.
- 13.4.5 This Operating Agreement is not an employment contract. No officer, employee, agent or subcontractor of Charter School is an officer, employee, or agent of OPSB.
- 13.4.6 The parties acknowledge that, pursuant to LA-R.S. 17:3993, OPSB and its members individually are immune from civil liability for any damages arising with respect to all activities related to the operation of any type of charter school they may authorize as a chartering authority.
- 13.4.7 This indemnification shall not apply to the extent that any claim, lien, demand, suit or liability from the sole negligence of wrongful act or omission of any OPSB Indemnity.
- 13.4.8 Nothing herein shall waive the right of OPSB Indemnities to assert any statutory or legal defense of sovereign immunity or official immunity.
- 13.4.9 This indemnification, defense and hold harmless obligation shall survive the termination of this Operating Agreement. OPSB shall have the right, at its own expense, to participate in the defense of any lawsuit, without relieving Charter School of its obligations hereunder.
- 14 **Shared Services.** Consistent with La. R.S. § 17:1991(D)(1), the Parties may enter into a separate shared services agreement ("Shared Services Agreement") or agreements for any or all of the following services:

14.1 **Information Technology.**

14.1.1 If Charter School elects to contract with OPSB on fee for service basis for information technology services, such services shall be for the entire term of the Operating Agreement.

14.1.2 Information Technology services shall include the following provisions:

- 14.1.2.1 OPSB shall maintain management of all network-related equipment utilized by Charter School;
- 14.1.2.2 OPSB shall provide to Charter School dial tone, long distance access, internet access, and WAN and LAN (wired and wireless) network activity; cellular services, voice and data, network access credentials for all staff and students; and e-mail services for staff and students;
- 14.1.2.3 Charter School shall accept OPSB services and supports, contract solely with OPSB for any and all services within the scope of the Shared Services Agreement, maintain the security of OPSB's network, and pay all invoices on a timely basis.
- 14.2 **Food Services.** Charter School may contract with OPSB for food services and establish a policy in this regard.
- 14.2.1 Food services shall be provided consistent with the terms and services OPSB makes available to other charter schools.
- 14.3 **Athletic Director.**
- 14.3.1 Charter School may contract with OPSB for the services of the district Athletic Director.
- 14.3.2 Such services shall be provided consistent with the terms and services OPSB makes available to other charter schools.
- 14.4 **School Nurse Services.**
- 14.4.1 Charter School may contract with OPSB for nurse services to students such as health screenings, health assessments, and recommendations for care of students.
- 15 **Contract Construction.**
- 15.1 **Entire Agreement.** The Parties intend this Agreement, including all 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. The Parties recognize that amendments to this Agreement may be approved from time to time hereafter.
- 15.2 **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.
- 15.3 **Notice.** Any notice required or permitted under this Operating Agreement shall be in writing and shall be effective immediately upon personal delivery, subject to verification of service or acknowledgment of receipt, or three (3) days after mailing when sent by certified mail, postage prepaid to the following:

In the case of Orleans Parish School Board:

Superintendent
Orleans Parish School Board
3520 General de Gaulle Dr.

In the case of Charter School:

Chief Executive Officer
[MAILING ADDRESS OF CHARTER SCHOOL]

Suite 5055
New Orleans, LA 70114

- 15.4 **Waiver.** The failure of either Party to insist on strict performance of any term or condition of this Operating Agreement shall not constitute a waiver of that term or condition, even if the Party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 15.5 **Non-assignability.** No right or interest in this Operating Agreement shall be assigned by anyone on behalf of Charter School, and delegation of any contractual duty of Charter School shall not be made without prior written approval of Authorizer. A violation of this provision shall be grounds for immediate termination of this Operating Agreement and revocation of Charter.
- 15.6 Should Charter School propose to enter into a contract with another entity to manage the school, Charter School agrees to submit all information requested by Authorizer regarding the management arrangement, including a copy of the proposed contract and a description of the management company, with identification of its principals and their backgrounds. Charter School shall not enter a management contract without written Authorizer approval.
- 15.7 **Applicable Law.** This Operating Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana, including all requirements imposed by BESE policy and regulation, and all applicable federal laws of the United States.
- 15.7.1 The Parties intend that, where this Operating Agreement references federal or state laws, they be bound by any amendments to such laws upon the effective date of such amendments.
- 15.7.2 Charter School shall comply with all federal and state laws and regulations that are applicable to charter schools unless Charter School has expressly received a waiver from such laws and regulations.
- 15.8 **Amendments.**
- 15.8.1 **Amendments Requiring Authorizer Approval.** Pursuant to R.S. 17:3992.B., any amendment to this Operating Agreement will be effective only if approved by a majority vote of the Authorizer at a public meeting. The proposed amendment must be submitted to the OPSB in writing and accompanied by a resolution of the Board of Directors of Charter School within five (5) days of adoption. An amendment shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved by the Authorizer. Changes in operation that require the Charter School to obtain an amendment to this Contract include, but are not limited to, the following:
- Changes to any Material Term of this Operating Agreement as set forth in Appendix 1.
 - Changes in legal status of Charter School;
 - Changes in school's mission;
 - Changes in school location (change of site and/or adding or deleting sites);
 - Changes in school calendar involving the number of days of instruction;

- Changes in Special Education procedures;
- Changes in method(s) used to measure pupil progress;
- Changes in signing authority for the school; and/or

15.8.2 **Amendments Requiring Notification of Change.** Changes to this Operating Agreement listed below do not require amendment as described in paragraph 11.7.1.; rather, such changes shall be accomplished through written notification. The written notification shall include a copy of the resolution of the Board of Directors of Charter School authorizing such change. Changes requiring notification include:

- Mailing address, phone and fax number of Charter School;
- Changes in Chief Operating Officer of Charter School;
- Change of the Charter Operator's Certified Public Accountant;
- Change of Charter Operator's Qualified Business Professional;

15.9 **Venue.** The Parties to this Operating Agreement irrevocably consent to any suit, action, or proceeding with respect to this Operating Agreement being brought in the Civil District Court for the Parish of Orleans, State of Louisiana.

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

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

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

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

ORLEANS PARISH SCHOOL BOARD

[REDACTED] **CHARTER SCHOOL**

Signature

Print Name: Lourdes Moran

Title: President

Date: _____

Signature

Print Name: _____

Title: _____

Date: _____

DRAFT

