



## **RSD/OPSB Cooperative Endeavor Agreement Summary**

### ***Serving All Students, Improving Facilities, and Using Funds Efficiently***

Since 2005, and the destruction of nearly 80% of the public school buildings in Orleans Parish by Hurricane Katrina, the Recovery School District (RSD) and Orleans Parish School Board (OPSB) have worked together to rebuild and renovate public school facilities in an effort to create a quality educational environment for all public school students. Since then, both systems have also worked toward transforming a once fractured educational environment into one that serves all children well and in a diverse number of ways. However, there is much progress to be made, and this cooperative endeavor agreement seeks to build upon the collaborative relationship between both systems in three distinct areas:

- 1) Educational programs and services that meet the needs of all students citywide;**
- 2) Improving facilities; and**
- 3) The efficient use of available funding and shared financial resources.**

Over the past eight years, the Orleans Parish School Board has significantly improved its standing as an operator of public schools, as a charter school authorizer and as the taxing and bonding authority for all public schools in the City of New Orleans. OPSB has continued to manage, facilitate and support the development of a portfolio of high quality schools, raised its bond rating, and enhanced its financial and accounting systems in order to increase transparency and accountability to the citizens of New Orleans. OPSB addressed all previous financial concerns and, in 2012, exited high risk financial status. Since 2006 the OPSB has increased its enrollment by over 35%. This was accomplished by expanding existing high quality programs and adding five new schools. OPSB has also increased its overall letter grade from a C to an A and is currently the second highest performing school district in the State based on 2013 District Performance Scores. The OPSB's 89.3% graduation rate is the highest in Louisiana. Five OPSB schools have been designated as "high poverty, high performing" by the Louisiana Department of Education. Three of OPSB's charter schools are among the top five percent of public schools in the State; these including Benjamin Franklin High School, the top performing public school and Lake Forest Charter, which was recently named as a National Blue Ribbon School by the US Department of Education.

In that same span of time, the Recovery School District has worked to significantly raise the achievement level of students and build a system of autonomous schools that are held accountable for high academic, financial, and organizational performance standards and participating in equitable practices for all students. The RSD The percentage of RSD students in New Orleans performing at grade level has more than doubled from 2007 to 2013, from 23 percent to 57 percent, making RSD New Orleans the fastest growing district in the state six years running. Prior to Hurricane Katrina, only 5% of students in RSD eligible high schools in Orleans Parish were eligible for the Taylor Opportunity Program Scholarship (TOPS) program, which offers free in-state college tuition for students with qualifying grade point averages and ACT scores. Today, nearly 25% of students graduating from Recovery School District high schools in New Orleans are TOPS eligible, providing much needed scholarship money to make college a reality for many more students in New Orleans. In addition, the RSD has turned around a once-failing school system so that nearly every school in the RSD earned a passing letter grade in 2013. More than just passing, nearly 50% of RSD schools in New Orleans earned a letter grade of C or higher,

with 25 RSD schools earning “Top Gains” designations. The RSD has also implemented a number of systems and processes to ensure equity for all students in a system of autonomous schools, such as the common enrollment process—OneApp, a single student Hearing Office with common student expulsion policies and procedures, and a differentiated funding model that ensures schools are provided the funding they need to adequately address the needs of students with disabilities.

To build upon this unprecedented momentum, both entities affirm their commitment to equitably serve all students in the parish with effective programming that meets the needs of at-risk and special needs students and ensure expanded access to quality facilities for more students. Together, we will build upon our commitment to transform the public schools in New Orleans into a world class system of schools that prepares all students for college and career.

# Programs and Services that Meet the Needs of All Students Citywide

## Addressing Demographic Needs

- RSD and OPSB will continue to collaborate to gather and analyze information on student demographic needs and operator capacity in order to inform decisions for the number and type of schools needed citywide.

## Common Enrollment

- RSD:
  - RSD will continue to participate in OneApp for all RSD schools.
  - RSD will continue to administer the OneApp process for the 2014-15 school year.
- OPSB:
  - As outlined in current board policy and/or a board resolution, OPSB agrees that the following groups of OPSB schools will participate in OneApp, and will follow all common timelines and procedures that are part of the OneApp process:
    - All OPSB direct-run schools;
    - All charter schools commencing operations in Fall 2013 or after; and
    - Charter schools commencing operation prior to Fall 2013, upon extension or renewal of their charter contracts.

## Early Childhood

- OPSB:
  - OPSB will operate a citywide Child Find office beginning in the 2014-15 school year to locate, identify, and evaluate all children from age 2.5 through age 5 (also known as “Child Search”). Type 5 charter schools will continue to be responsible for the evaluation of students who are enrolled in their schools.
- RSD:
  - RSD will continue to operate an Early Learning Center and community-based early intervention program to provide citywide educational services to three- and four-year-old students with disabilities for the 2014-15 school year.
  - RSD will coordinate with the OPSB Child Find office for the assignment of students to the RSD Early Learning Center and community-based early intervention program, and at RSD charter schools for the 2014-15 school year. The RSD anticipates enrolling a minimum of 150 three- and four-year-old students with disabilities at the Early Learning Center and community-based early intervention program throughout the 2014-15 school year. OPSB and RSD will coordinate so that all pending evaluations and subsequent placement of three- or four-year-old children are completed prior to the 10/1 and 2/1 state official enrollment count dates.
- OPSB and RSD agree to work together to ensure the continued and expanded provision of educational services to all three- and four-year-old students with disabilities in Orleans Parish for the 2015-16 school year and beyond. Among other things, RSD and OPSB agree that this process shall address

coordination between the OPSB Child Find office, the RSD enrollment office, and charter operators for the placement of these students in school-based programs, and to address the need for differentiated funding for students with special needs.

- RSD and OPSB agree to continue to participate in, and support the work of the New Orleans Early Education Network in order to address the need for additional funding and seats for all schools in Orleans Parish for three- and four-year-old students.

### **At-Risk Students**

#### *Harrah's Funding for At-Risk Students*

- OPSB and RSD agree to use the Harrah's funding to address the needs of special populations of all public school students in Orleans Parish by providing for the following citywide programs:
  - Services for truant students,
  - A therapeutic setting for students with severe mental health needs, and
  - Processes and expanded supports for transitions of court-involved students back into schools.
- For the Harrah's payments made during the 2015 calendar year, 50% of the total Harrah's allocation from the City will be dedicated to the programs listed above. The remaining 50% will be divided proportionately between RSD and OPSB based on student enrollment.
- For the 2016 calendar year, 75% of the total Harrah's allocation from the city will be dedicated to the programs listed above. The remaining 25% will be divided proportionately between RSD and OPSB based on student enrollment.
- For the 2017 calendar year, and beyond, both the RSD and OPSB agree to dedicate to the programs listed above at a mutually agreed upon percentage of the total Harrah's allocation from the city. The RSD and OPSB shall mutually agree to such percentage no later than January 1, 2016. If a percentage is not mutually agreed upon by that time, the annual percentage will remain at 75% until such time as a different percentage is agreed upon. Any remaining Harrah's funds will be divided proportionately between RSD and OPSB based on student enrollment.
- For the 2014-15 school year, the RSD will implement the programs listed above. By March 1, 2015, RSD and OPSB shall jointly determine the entity or entities that will be responsible for implementation of the programs for the 2015-16 school year.
- The RSD and OPSB agree to pursue an agreement with City Council for the use of the Harrah's funds as detailed in this CEA.

#### *Exceptional Needs Fund for Students with Disabilities*

- At the beginning of the 2014-15 fiscal year, OPSB will make a contribution of \$5 million from OPSB's general fund balance to capitalize a citywide exceptional needs fund for schools serving students with disabilities with the highest needs.
- Beginning with the 2014-15 school year, a portion of the State Revenue Sharing Fund allocation to OPSB will be used as a recurring annual funding source to fund the citywide exceptional needs fund. For the 2014-15 school year, \$1.3 million, or the full amount of the State Revenue Sharing Fund allocation received by OPSB, whichever amount is lesser, shall be dedicated to the exceptional needs fund. For subsequent years, the RSD and OPSB shall mutually agree to an annual amount or

percentage of the State Revenue Sharing Fund to be dedicated to the exceptional needs fund. The RSD and OPSB shall mutually agree to such amount or percentage no later than January 1, 2015. If such amount or percentage is not mutually agreed upon by that time, the annual amount will remain at \$1.3 million, or the full amount of the State Revenue Sharing Fund allocation received by OPSB, whichever amount is lesser, until such time as a different percentage or amount is agreed upon.

- RSD and OPSB will work together to create and implement this exceptional needs fund, with the agreement that access to the fund and the basis of reimbursement to schools for the cost of high need students will apply equally to all RSD and OPSB schools and will work in coordination and alignment with the Louisiana Department of Education's high-risk pool.
- RSD and OPSB agree to work together to investigate current and prospective legislation and policies that would result in a coordinated, citywide differentiated funding model to more adequately fund students with special needs.

#### *Court-Involved Students*

- OPSB will continue to provide all educational services for the citywide Youth Study Center and Alternative Learning Institute for the 2014-15 school year.

#### *Student Hearing Office*

- The RSD will continue to operate the citywide Student Hearing Office for the 2014-15 school year. Type 5 charter schools will continue to utilize the citywide Student Hearing Office and common student expulsion policies and process for the 2014-15 school year.
- OPSB agrees to continue to utilize the citywide Student Hearing Office and common student expulsion policies and processes for the 2014-15 school year for its direct-run schools. OPSB charters will continue to have the option to participate voluntarily.

#### **Non-public Schools**

- OPSB will continue to provide all federally required services and funding for non-public schools, including assessments, special education services, and federal entitlement programs for the 2014-15 school year.

#### **Other Citywide Needs**

- RSD and OPSB agree to collaborate and engage with all local educational agencies in the city to discuss and address funding and provision of current and future citywide services and system-wide costs.

## **Improving Facilities**

#### **Building Swaps**

- RSD:
  - RSD will complete construction on the new Bradley Elementary School.
  - Upon completion, RSD will transfer control of the Bradley building to OPSB.

- OPSB:
  - Once the Phillips/Waters site is complete, OPSB will transfer control of the McDonogh 35 (Kerlerrec) building to RSD for use as temporary swing space. Once no longer needed for swing space, the RSD will transfer control of the building back to OPSB. OPSB agrees to collaborate with the RSD to determine a plan for the specific use, sale, or disposition of the property.
- OPSB and RSD will establish regular bi-weekly or monthly meetings to share information on school facility master plan projects and the assignment of school facilities.
- RSD and OPSB agree to discuss and collaborate on future assignments of public school facilities for the benefit of all public schools in Orleans Parish.
- RSD and OPSB agree that any future assignments of facilities to Type 2 charter schools to facilities owned by OPSB will first be approved by OPSB.

### **Land Purchases**

#### *New Martin Behrman Elementary School*

- RSD:
  - The RSD may find, and request acquisition of, land on the West Bank to build the new Behrman Elementary School. Such request will only be made after involving the community in the process through one or more community meetings held on the West Bank dedicated to this particular issue.
  - After OPSB purchases or acquires the land for the RSD, the RSD will build the new Martin Behrman Elementary School on this site and use it for educational purposes.
- OPSB:
  - OPSB agrees to actively and diligently pursue purchase or acquisition of the land upon RSD's request. OPSB's commitment to purchase any property will be limited to the proceeds from sales of surplus/landbanked properties, or from funds provided by the RSD for such purchase.

#### *New Booker T. Washington High School*

- RSD:
  - The RSD will complete construction of the new Booker T. Washington High School.
  - In accordance with Educational Specifications in the SFMP, the RSD will identify land near the Booker T. Washington school site for use as green space/athletic fields and to secure the S. Prieur Street right of way for the Booker T. Washington School, subject to land availability.
- OPSB:
  - OPSB will purchase or acquire land on behalf of the RSD for use by the Booker T. Washington School.
  - OPSB agrees to actively and diligently pursue purchase or acquisition of the land upon RSD's request. OPSB's commitment to purchase any property will be limited to the proceeds from sales of surplus/landbanked properties, or from funds provided by the RSD for such purchase.

### **Sale or Lease of Surplus/Landbanked Property**

- RSD
  - RSD will ensure that upon transfer of surplus/landbanked property to OPSB, the property is free of liens and available for immediate use, sale, or disposition by OPSB.
- OPSB:
  - OPSB will accept control of the property from the RSD within 90 days of notice of notice from the RSD. OPSB will be responsible for all costs, maintenance, and liability associated with the property. All costs incurred while preparing to sell the property, including maintenance (utilities, grounds services, security systems and monitoring, etc.), insurance, broker fees, auction advertisements, etc., may be paid out of the joint account for property sales.
  - OPSB will make use of, sell, or dispose of the property in accordance with state law, including the requirement to make vacant facilities available to local chartering groups for lease or purchase up to fair market value.
  - For any future sales or leases of surplus/landbanked property, OPSB will use a minimum of 50% of the proceeds on behalf of the RSD for land acquisitions for current School Facilities Master Plan projects or construction costs, or other land acquisitions on behalf of the RSD that address a demonstrated, strong demographic need and are approved by OPSB as an amendment to the SFMP.
  - OPSB will notify RSD of sales or leases within 10 business days following the sale or lease. Upon request, OPSB will provide RSD with an accounting of use of the funds within 10 business days of such request.

### **Tax Credits**

- RSD:
  - The RSD will continue to pursue tax credits to further leverage current funds to finance the School Facilities Master Plan and other school construction needs.
  - The RSD will provide support to OPSB in pursuing tax credits for OPSB facilities.
- OPSB
  - OPSB will bring to a vote before the full board any tax credit transactions that require OPSB approval upon request from the RSD, as long as the RSD makes the request no later than two weeks prior to a scheduled Board Business meeting.

## **Efficient Use of Available Funding and Shared Financial Resources**

### **Joint Accounts**

- RSD and OPSB will work together to create and implement a common accounting process by May 1, 2014. This process will outline the approval, withdrawal, and use of common funds in order to ensure there are no unreasonable delays or administrative impediments in using the funds. Signatories on joint accounts will be responsible for keeping their access to the accounts current.

## **QSCBs and Insurance Proceeds**

- OPSB:
  - As required by law, OPSB will ensure that QSCBs (Qualified School Construction Bonds) and insurance proceeds will be used to benefit both RSD and OPSB schools.
  - OPSB will allocate the QSCBs between the RSD and OPSB on a per pupil basis based on proportional student enrollment counts.
  - OPSB will divide the remaining insurance proceeds according to the proportional split between RSD and OPSB as determined by FEMA for anticipated insurance proceeds deductions from the RSD and OPSB Single Settlement Request Project Worksheets (RSD Project Worksheet 19166 and OPSB Project Worksheet 19290).
  - OPSB will transfer the proportional amount of collected funds to RSD within 10 business days of RSD's request.



**STATE OF LOUISIANA  
DEPARTMENT OF EDUCATION  
COOPERATIVE ENDEAVOR AGREEMENT**

In accordance with Article VII, Section 14(c) of the Constitution of the State of Louisiana, the ORLEANS PARISH SCHOOL BOARD (hereinafter referred to as “OPSB”), a body politic and corporate, created under the laws of the State of Louisiana, and the RECOVERY SCHOOL DISTRICT (hereinafter referred to as “RSD”), a public body and instrumentality of the State of Louisiana administered by the Louisiana State Department of Education, are entering into this Cooperative Endeavor Agreement (hereinafter referred to as the “Agreement”).

**PRELIMINARY RECITALS**

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that, “For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual”; and

WHEREAS, OPSB is a political subdivision of the State of Louisiana, and RSD is an agency of the State of Louisiana; and

WHEREAS, pursuant to La. R.S. 17:10.7, the Louisiana Legislature authorized the transfer of certain schools, buildings and facilities to the State of Louisiana, Department of Education, Recovery School District; and

WHEREAS, certain other buildings, although not transferred pursuant to La. R.S. 17:10.7, have become the responsibility of the State of Louisiana, Department of Education, Recovery School District; and

WHEREAS, pursuant to La. R.S. 17:1990, RSD shall have the “authority to seek, expend, manage, and retain federal funding and grant funding and to otherwise seek, obtain, expend, manage, and retain funding with all the same authority of any city, parish, or other local public school board or other public entity operating a public school, including the right to maintain and manage fund balances,” and “shall have the same authority and autonomy afforded to city, parish, and other local public school systems under state law regarding the procurement of services, including but not limited to personal, professional, consulting, and social services; the procurement of immovable property; and the leasing of movable property”; and

WHEREAS, pursuant to the School Facilities Master Plan, RSD is rebuilding the new Stuart R. Bradley Elementary School located at 2401 Humanity Street, New Orleans, Louisiana, 70122 (hereinafter referred to as the “Bradley School Property”), and is the holder of the rights and interests in the Bradley School Property; and

WHEREAS, OPSB is the owner of McDonogh 35 Senior High School located at 1331 Kerlerec Street, New Orleans, Louisiana, 70116 (hereinafter referred to as the “McDonogh 35 School

Property”); and

WHEREAS, the RSD and OPSB desire to transfer their respective rights and interests in the school properties described above; and

WHEREAS, the RSD and OPSB desire to affirm their commitment to working together to provide excellent, equitable education for all students in Orleans Parish by rebuilding the Orleans Parish School system through construction and repair of public school campuses, and the efficient use of available funding sources for the education of children within the Parish; and

WHEREAS, the RSD and OPSB desire that this Agreement serve to establish a stronger operational relationship between the two parties by clarifying selected current practices and delineating new practices relating to the RSD and OPSB’s shared responsibilities to provide quality school facilities and citywide educational services to all students in Orleans Parish;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

## **ARTICLE I PRELIMINARY RECITALS**

The foregoing Preliminary Recitals are incorporated herein by reference and are considered an integral part of this Agreement.

## **ARTICLE II PROGRAMS AND SERVICES THAT MEET THE NEEDS OF ALL STUDENTS CITYWIDE**

2.1 **Addressing Demographic Needs.** The RSD and OPSB agree to continue to collaborate to gather and analyze information on student demographic needs and school operator capacity in order to inform decisions by the RSD and OPSB on the number and type of schools needed citywide.

2.2 **Common Enrollment.**

2.2.1 RSD agrees to continue to participate in common enrollment through the OneApp process for all RSD schools.

2.2.2 RSD agrees to continue to administer the OneApp enrollment process for the 2014-2015 school year.

2.2.3 As outlined in current policy and/or a board resolution, OPSB agrees that the following groups of OPSB schools shall participate in OneApp, and shall follow all common timelines and procedures that are part of the OneApp process:

- all OPSB direct-run schools;
- all charter schools commencing operations in Fall 2013 or after; and
- all charter schools commencing operation prior to Fall 2013, upon extension or renewal of their charter contracts.

## **2.3 Early Childhood.**

2.3.1 OPSB shall operate a citywide Child Find office beginning in the 2014-2015 school year to locate, identify, and evaluate all children ages two and one-half (2.5) through age five (5), also known as “Child Search.” Type 5 charter schools shall continue to be responsible for the evaluation of students who are enrolled in their schools.

2.3.2 RSD shall continue to operate an Early Learning Center and Community Early Intervention Program to provide citywide educational services to three (3)- and four (4)-year-old students with disabilities for the 2014-2015 school year.

2.3.3 RSD shall coordinate with the OPSB Child Find office for the assignment of students to the RSD Early Learning Center and Community Early Intervention Program, and at RSD charter schools for the 2014-2015 school year. The RSD anticipates enrolling a minimum of one-hundred and fifty (15) three (3)- and four (4)- year-old students with disabilities at the Early Learning Center and Community Early Intervention Program throughout the 2014-2015 school year. OPSB and RSD shall coordinate so that all pending evaluations and subsequent placement of three (3)- and four (4)-year-old children are completed prior to the October 1<sup>st</sup> and February 1<sup>st</sup> official state enrollment count dates.

2.3.4 OPSB and RSD agree to work together to ensure the continued and expanded provision of educational services to all three (3)- and four (4)- year-old students with disabilities in Orleans Parish for the 2015-2016 school year and beyond. Among other things, the RSD and OPSB agree that this process shall address coordination between the OPSB Child Find office, the RSD enrollment office, and charter operators for the placement of students with disabilities in school- and community-based programs, and to address the need for differentiated funding for students with special needs.

2.3.5 RSD and OPSB agree to continue to participate in, and support the work of the New Orleans Early Education Network in order to address the need for additional funding and seats for all schools in Orleans Parish for three (3)- and four (4)-year-old students.

## **2.4 At-risk Students.**

### **2.4.1 Harrah’s Funding for At-Risk Students.**

2.4.1.1 OPSB and RSD agree to use the Harrah’s funds allocated to public schools by the City of New Orleans to address the needs of special populations of all public school students in Orleans Parish by providing for the following citywide programs:

- A center providing services for truant students, or students who dropped out of school, or are at risk of dropping out;
- Therapeutic settings for students with severe mental health needs; and
- Processes and expanded supports for transitioning court-involved students back into schools.

2.4.1.2 RSD and OPSB agree that for the Harrah’s payments made during the 2015 calendar year, fifty (50) percent of the total Harrah’s allocation from the City shall be dedicated to the programs listed above, in Section 2.4.1.1. The remaining fifty (50) percent

shall be divided proportionately between the RSD and OPSB based on each entity's proportional student enrollment counts.

2.4.1.3 RSD and OPSB agree that for the Harrah's payments made during the 2016 calendar year, seventy-five (75) percent of the total Harrah's allocation from the City shall be dedicated to the programs listed above, in section 2.4.1.1. The remaining twenty-five (25) percent shall be divided proportionately between the RSD and OPSB based on each entity's proportional student enrollment counts.

2.4.1.4 RSD and OPSB agree that for the Harrah's payments made during the 2017 calendar year, and beyond, a percentage of these funds shall be dedicated to the programs listed above, in Section 2.4.1.1. Such percentage shall be mutually agreed upon by RSD and OPSB no later than January 1, 2016. If a percentage is not mutually agreed upon by that time, the annual percentage shall remain at seventy-five (75) percent until such time as a different percentage is agreed upon. Any remaining Harrah's funds shall be divided proportionately between the RSD and OPSB based on each entity's proportional student enrollment counts.

2.4.1.5 RSD agrees to implement the programs listed above in Section 2.4.1.1 for the 2014-2015 school year. By March 1, 2015, RSD and OPSB shall jointly determine the entity or entities that shall be responsible for the implementation of such programs for the 2015-2016 school year.

2.4.1.5 RSD and OPSB agree to pursue an agreement with the New Orleans City Council for the use of Harrah's funds as detailed in this agreement.

## **2.4.2 Exceptional Needs Fund for Students with Disabilities.**

2.4.2.1 At the beginning of the 2014-2015 fiscal year, OPSB shall make a contribution from OPSB's general fund balance to capitalize a citywide Exceptional Needs Fund for schools serving students with disabilities with the highest needs.

2.4.2.2 Beginning with the 2014-2015 fiscal year, a portion of the State Revenue Sharing Fund allocation to OPSB shall be used as a recurring annual funding source to fund the citywide Exceptional Needs Fund for students with disabilities. For the 2014-2015 fiscal year, \$1.3 million, or the full amount of the State Revenue Sharing Fund received by OPSB, whichever amount is lesser, shall be dedicated to the Exceptional Needs Fund.

2.4.2.3 For subsequent years, the RSD and OPSB shall mutually agree to an annual amount or percentage of the State Revenue Sharing Fund allocation to be dedicated to the Exceptional Needs Fund. The RSD and OPSB shall mutually agree to such amount or percentage no later than January 1, 2015. If such amount or percentage is not mutually agreed upon by that time, the annual amount will remain at \$1.3 million, or the full amount of the State Revenue Sharing Fund allocation received by OPSB, whichever amount is lesser, until such time as a different percentage or amount is agreed upon.

2.4.2.4 RSD and OPSB shall work together to create and implement this exceptional needs fund, with the agreement that access to the fund and the basis for reimbursement to schools for the cost of high need students will apply equally to all RSD and

OPSB schools and will work in coordination and alignment with the Louisiana Department of Education's high-risk pool.

2.4.2.5 RSD and OPSB agree to work together to investigate current and prospective legislation and policies that would result in a coordinated, citywide differentiated funding model to adequately fund students with special needs.

2.4.3 **Court-Involved Students.** OPSB shall continue to provide all educational services for the citywide Youth Study Center and Alternative Learning Institute for the 2014-2015 school year.

2.4.4 **Student Hearing Office.**

2.4.4.1 The RSD shall continue to operate the citywide Student Hearing Office for the 2014-2015 school year. Type 5 charter schools shall continue to utilize the citywide Student Hearing Office and common student expulsion policies and process for the 2014-2015 school year.

2.4.4.2 OPSB agrees to continue to utilize the citywide Student Hearing Office and common student expulsion policies and process for the 2014-2015 school year for its direct-run schools. OPSB charter schools shall have the option to continue their voluntary participation in utilizing the citywide Student Hearing office and common student expulsion policies and process.

2.5 **Non-public Schools.** OPSB shall continue to provide all federally required services and funding for non-public schools, including assessments, special education services, and federal entitlement programs for the 2014-2015 school year.

2.6 **Other Citywide Needs.** RSD and OPSB agree to collaborate and engage with all local educational agencies in the city to discuss and address funding and provision of current and future citywide services and system-wide costs.

### **ARTICLE III IMPROVING FACILITIES**

3.1 **Building Swaps.**

3.1.1 RSD agrees to complete construction on the new Bradley School Property, located at 2401 Humanity Street, New Orleans, Louisiana, 70122. Upon substantial completion of the construction at the Bradley School Property, the RSD shall transfer all rights of use of the property, including, but not limited to the responsibility to provide for any and all repairs, maintenance, upkeep, and utilities costs. RSD shall transfer full legal interest in the property no later than after the expiration of the contractor's one-year warranty period following completion of the construction.

3.1.2 OPSB agrees to transfer the McDonogh 35 School Property (Kerlerec building) at 1331 Kerlerec Street, New Orleans, Louisiana, 70116 to RSD for use as temporary swing space once the new

facility at Phillips/Waters, located at 1200 Senate Street, New Orleans, Louisiana 70122, is substantially completed and has begun serving students. The RSD shall hold the same rights and interests in the McDonogh 35 School Property as the rights and interests granted to the RSD in law for schools transferred to the RSD pursuant to La. R.S. 17:10.7. Once the McDonogh 35 School Property is no longer needed for use by the RSD as swing space, the RSD shall transfer control of the property to OPSB. OPSB agrees to collaborate with the RSD to determine a plan for the specific use, sale or disposition of the property.

3.1.3 RSD and OPSB shall establish regular bi-weekly or monthly meetings to share information on School Facility Master Plan projects and the assignment of school facilities.

3.1.4 RSD and OPSB agree to discuss and collaborate on future assignments of public school facilities for the benefit of all public schools in Orleans Parish.

3.1.5 RSD and OPSB agree that any future assignments of facilities to Type 2 charter schools to facilities owned by OPSB will be contingent upon approval by OPSB.

### **3.2 Land Purchases.**

3.2.1 After the effective date of this Agreement, the RSD may request that OPSB purchase a specified parcel of vacant land for sale on the West Bank of New Orleans to be used for the construction of the new Martin Behrman Elementary School. Such request shall only be made after involving the community in the process through one or more community meetings held on the West Bank dedicated to this particular issue. Upon such request, OPSB agrees to actively and diligently pursue purchase or acquisition of the property. OPSB's commitment to purchase any property will be limited to the proceeds from the sale or lease of surplus or landbanked properties, or from funds provided by the RSD for such purchase. The RSD shall hold the same rights and interests in the new Martin Behrman Elementary School as the rights and interests granted to the RSD in law for schools transferred to the RSD pursuant to La. R.S. 17:10.7. After the purchase or acquisition of the property, the RSD shall build the new Martin Behrman Elementary School on the site and use it for educational purposes.

3.2.2 The RSD shall continue to complete construction of the new Booker T. Washington High School, located at 1201 S. Roman Street, New Orleans, Louisiana 70125. In accordance with Education Specifications in the School Facilities Master Plan, OPSB shall purchase or acquire land adjacent to the school on behalf of the RSD for use by the school as green space and athletic fields and to secure the S. Prieur Street right of way, subject to land availability. OPSB agrees to actively and diligently pursue purchase or acquisition of the property. OPSB's commitment to purchase any property will be limited to the proceeds from the sales of surplus or landbanked properties, or from funds provided by the RSD for such purchase. The RSD shall hold the same rights and interests in this property as the rights and interests granted to the RSD in law for schools transferred to the RSD pursuant to La. R.S. 17:10.7.

### **3.3 Sale or Lease of Surplus/Landbanked Property.**

3.3.1 The RSD shall ensure that upon transfer of surplus or landbanked property to OPSB, the property is free of liens and available for immediate use, sale, or disposition by OPSB.

3.3.2 OPSB agrees to accept full legal interest in the property within ninety (90) days of notice from the RSD of such transfer. Upon transfer, OPSB shall take full responsibility for the property, including, but not limited to all costs, repairs, maintenance, and liability associated with the property. All costs incurred while preparing to sell the property, including, but not limited to maintenance (utilities, grounds, services, security systems and monitoring, etc.), insurance, broker fees, auction advertisements may be paid out of the proceeds from the sale or lease of surplus or landbanked properties.

3.3.3 OPSB shall make use of, sell, or dispose of the property in accordance with state law, including the requirement in La. R.S. 17:3982 to make vacant facilities available to local chartering groups for lease or purchase up to fair market value.

3.3.4 Commencing with the effective date of this agreement, OPSB agrees to use a minimum of fifty (50) percent of the proceeds from the sale or lease of surplus or landbanked properties on behalf of the RSD for land acquisitions for School Facilities Master Plan projects or construction costs, or other land acquisitions or construction costs on behalf of the RSD that addresses a demonstrated, strong demographic need and are approved by OPSB as an amendment to the School Facilities Master Plan.

3.3.5 OPSB shall notify the RSD of any sale or lease of surplus or landbanked property no later than ten (10) business days following the sale or lease. Upon request by the RSD, OPSB shall provide the RSD with an accounting of the use of the proceeds from the sale or lease of surplus or landbanked properties.

#### 3.4 **Tax Credits.**

3.4.1 The RSD agrees to continue to pursue tax credits to further leverage current funds to finance the School Facilities Master Plan and other school construction needs. The RSD shall provide support to OPSB in pursuing tax credits for OPSB controlled facilities.

3.4.2 OPSB agrees to bring to a vote before the full board action items requesting approval of tax credit transactions as requested by the RSD, upon request by the RSD no later than two weeks prior to a scheduled Board Business meeting.

### **ARTICLE IV EFFICIENT USE OF AVAILBLE FUNDING AND SHARED FINANCIAL RESOURCES**

4.1 **Joint Accounts.** OPSB and the RSD agree to create and implement a common accounting process outlining the approval, withdrawal, and use of common funds, including the insurance proceeds, by May 1, 2014, in order to ensure there are no unreasonable delays or administrative impediments to appropriate use of the funds. Signatories on joint accounts will be responsible for keeping their access to the accounts current.

#### 4.2 **QSCBs and Insurance Proceeds.**

3.2.1 As required by La. R.S. 17:1990(B)(4)(b)(iii), OPSB agrees to ensure that QSCBs (Qualified School Construction Bonds) and insurance proceeds shall be used to proportionately benefit both the RSD and OPSB in the manner provided for in this section.

4.2.2 Upon the effective date of this agreement, OPSB agrees to divide the QSCBs between the RSD and OPSB on a per pupil basis based on each entity's proportional student enrollment counts.

4.2.3 Upon the effective date of this agreement, OPSB agrees to divide the remaining insurance proceeds according to the proportional split between RSD and OPSB as determined by FEMA for anticipated insurance proceeds and deductions from the RSD and OPSB Single Settlement Request Project Worksheets (RSD Project Worksheet 19166 and OPSB Project Worksheet 19290). OPSB shall transfer the RSD's proportion of the total or partial collected funds to the RSD or RSD projects as specified by the RSD within ten (10) business days of request.

4.2.4 This Agreement shall supersede all prior agreements, representations and understandings of the parties, written or oral with regard to the division of insurance proceeds and QSCBs.

## **ARTICLE V CONDITION OF SCHOOL PROPERTY**

5.1 OPSB agrees that it will accept possession of the Bradley School Property in an "as is condition" and that no representations or inducements respecting the condition of the Bradley School Property have been made to OPSB by RSD or its authorized representatives. OPSB HEREBY EXPRESSLY WAIVES ALL REPRESENTATIONS AND WARRANTIES ON THE PART OF RSD, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE BRADLEY SCHOOL PROPERTY, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES THAT THE SCHOOL PROPERTY IS FREE FROM DEFECTS OR DEFICIENCIES, WHETHER HIDDEN OR APPARENT, AND ALL WARRANTIES UNDER LA. CIV. CODE ARTS. 2692-2704 OR ANY OTHER PROVISION OF LOUISIANA LAW. Similarly, OPSB hereby acknowledges that, except as expressly set forth herein, no promises to decorate, alter, repair, or improve the Bradley School Property, either before or after the execution hereof, have been made by RSD or its authorized representatives.

5.2 RSD agrees that it will accept possession of the McDonogh 35 School Property (Kerlerec building) in an "as is condition" and that no representations or inducements respecting the condition of the McDonogh 35 School Property have been made to RSD by OPSB or its authorized representatives. RSD HEREBY EXPRESSLY WAIVES ALL REPRESENTATIONS AND WARRANTIES ON THE PART OF OPSB, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE MCDONOGH 35 SCHOOL PROPERTY, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES THAT THE SCHOOL PROPERTY IS FREE FROM DEFECTS OR DEFICIENCIES, WHETHER HIDDEN OR APPARENT, AND ALL WARRANTIES UNDER LA. CIV. CODE ARTS. 2692-2704 OR ANY OTHER PROVISION OF LOUISIANA LAW. Similarly, RSD hereby acknowledges that, except as expressly set forth herein, no promises to decorate, alter, repair, or improve the McDonogh 35 School Property, either before or after the execution hereof, have been made by OPSB or its authorized representatives.

## **ARTICLE VI INDEMNIFICATION PROVISIONS**

6.1 Indemnification by OPSB. OPSB agrees to release, indemnify, defend, and hold harmless RSD from and against any and all claims, demands, losses, damages, causes of action, suits,



and liabilities attributable to bodily injury, sickness, death, or property damage or loss (including all expenses of litigation, court costs, and attorneys' fees), whether arising in equity, at common law, or by statute, or under the laws of contracts, tort or property, of every kind or character (including, without limitation, those arising from personal injury, emotional distress, real and personal property), of RSD, based upon, in connection with, relating to, or arising out of this Agreement, without regard to fault and even if due in whole or in part to RSD's sole, joint or concurrent or gross negligence or other fault, or strict liability, provided that OPSB's contractual obligation of indemnification shall not exceed the percentage of the claimant's damages or injuries or the settlement amount attributable to any of the RSD's willful misconduct.

6.2. Indemnification by RSD. RSD agrees to release, indemnify, defend, and hold harmless OPSB from and against all claims, demands, actions, liabilities, losses (including, without limitation, economic losses and reasonable attorney's fees), and costs, arising out of or in any way related to the RSD's use of and/or construction, maintenance, operation, or repairs in or on the Martin Behrman Elementary School or McDonogh 35 school after transfer to the RSD, non-compliance with any obligations of this Agreement, and/or violation of any Federal, State, or local laws, ordinances, rules, and/or regulations, and/or the non-payment of any contractor, subcontractor, or supplier for the non-payment of any amount owed for labor, services, or materials furnished. Notwithstanding anything in this Agreement to the contrary, RSD is not required to indemnify OPSB for any loss that results solely from the gross negligence or willful misconduct of OPSB.

## **ARTICLE VII MISCELLANEOUS TERMS AND CONDITIONS**

7.1 Entire Agreement. This Agreement, including all of the Exhibits referenced herein, constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral.

7.2 Assignment. No party shall assign any interest in this Agreement by assignment, transfer, or novation, without the prior written consent of the other parties, except that RSD may transfer its interest and obligations to OPSB, if and when, said property is returned to OPSB.

7.3 Binding Agreement, Assignment. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns, if any.

7.4 Notices. All notices, consents, waivers, directions, requests or other instruments required or permitted under this Agreement shall be in writing and shall be deemed properly given if sent by express courier service; personal delivery, subject to verification of service or acknowledgement of receipt; or three (3) days mailing via Certified Mail, return receipt requested, postage pre-paid and addressed as follows:

Recovery School District  
Patrick Dobard  
1615 Poydras Street, Suite 1400  
New Orleans, LA 70112

Orleans Parish School Board  
Stanley C. Smith  
3520 General DeGaulle Drive  
Suite 5055

New Orleans, LA 70114

Each party shall immediately inform the other of any changes in personnel or address for the purpose of sending required notices.

7.5 Time is of the Essence. OPSB and RSD acknowledge and agree that time is of the essence in the performance of this Agreement.

7.6 Rules of Construction. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. The singular number includes the plural, where appropriate. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved in favor of or against either party on the basis of which party drafted the language.

7.7 Severability. The parties intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, if a court of competent jurisdiction finds any provision to be unenforceable as written, the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If a court finds any provision is not subject to reformation, that provision shall be fully severable and the remaining provisions of this Agreement shall remain in full force and effect and shall be construed and enforced as if such illegal, invalid, or unenforceable provision was never included, and the remaining provisions of this Agreement shall remain in full force and effect.

7.8 No Third-Party Beneficiaries. This Agreement is entered into for the exclusive benefit of OPSB and RSD, and the parties expressly disclaim any intent to benefit any person that is not a party to this Agreement.

7.9 Non-Waiver. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right, or to seek any remedy upon discovery of any default or breach of the other party shall not affect or be deemed a waiver of any party's right to insist upon compliance with the terms and conditions of the Agreement, to exercise any rights, or to seek any available remedy with respect to any default, breach, or defective performance.

7.10 Amendments, Supplements and Modifications. This Agreement shall not be amended, supplemented or modified except in writing and executed by authorized representatives of the parties.

7.11 Termination for Cause. Either the RSD or OPSB may terminate this agreement for cause based upon the failure of the other party to comply with the terms and/or conditions of the agreement, provided that the party seeking terminate shall give the offending party written notice specifying the failure. If within thirty (30) days after receipt of such notice, the offending party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the party seeking termination may, at its option, place the party in default and the agreement shall terminate on the date specified in such notice.

7.12 Voluntary Execution. OPSB and RSD have read and fully understand the terms,

covenants and conditions set forth in this Agreement and are executing the same willingly and voluntarily of their own volition.

7.13 Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be original and all of which, when taken together, shall be deemed one and the same Agreement.

7.14 Anti-Discrimination Clause. The parties to abide by the requirements of the following as applicable:

- *Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972*
- *Federal Executive Order 11246*
- *Federal Rehabilitation Act of 1973, as amended*
- *Vietnam Era Veteran's Readjustment Assistance Act of 1974*
- *Title IX of the Education Amendments of 1972*
- *Age Act of 1975*
- *Americans with Disabilities Act of 1990*

Each party agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by any party or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

[The Remainder of This Page is Intentionally Left Blank.]

**THUS DONE AND SIGNED** on the day, month and year first written below.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of this \_\_\_\_ day of \_\_\_\_\_ 2014.

**State Agency Signatures**

\_\_\_\_\_  
Patrick Dobard,  
Superintendent, Recovery School District

\_\_\_\_\_  
Beth Scioneaux, Deputy Superintendent for  
Management and Finance

\_\_\_\_\_  
John White, State Superintendent of Education

**WITNESSES' SIGNATURES**

**ORLEANS PARISH SCHOOL DISTRICT**

\_\_\_\_\_

\_\_\_\_\_  
President, Orleans Parish School Board

\_\_\_\_\_

\_\_\_\_\_  
Superintendent, Orleans Parish School District