

**FOURTH AMENDMENT TO  
TYPE 1 CHARTER SCHOOL OPERATING AGREEMENT  
BRICOLAGE ACADEMY  
AND THE ORLEANS PARISH SCHOOL BOARD**

This Fourth Amendment to Type 1 Charter School Operating Agreement (hereinafter, "Amendment") is hereby entered into on the 1<sup>st</sup> day of July, 2017, by and between the Orleans Parish School Board, a political subdivision of the State of Louisiana located at 3520 General de Gaulle Drive, Suite 5055, New Orleans, Louisiana 70114, herein represented by John Brown Sr., its President, duly authorized ("Authorizer" or "OPSB"), and Bricolage Academy, a Louisiana Non-profit Corporation (hereinafter "Charter Operator"), herein represented by Alan Philipson, its Board President, duly authorized, located at 3368 Esplanade Avenue, New Orleans, Louisiana, 70119 on behalf of Bricolage Academy School (hereinafter "Charter School"). Authorizer and Charter Operator are each referred to singularly as "Party" and collectively as the "Parties."

**WITNESSETH**

**WHEREAS**, effective July 1, 2013, the Parties entered into a Type 1 Charter Operating Agreement (hereinafter "Operating Agreement") authorizing Charter Operator to operate Charter School; AND

**WHEREAS**, OPSB is currently the local education agency (LEA) for the Charter School;

**WHEREAS**, pursuant to La. R.S. § 17:10.7.1(G)(2), any type of charter school under the jurisdiction of the Orleans Parish School Board, with the approval of the School Board, may act as its own local educational agency (LEA) for one or more funding purposes or statutory definitions, in accordance with La. R.S. § 17:3995 and rules adopted by the Louisiana Board of Elementary and Secondary Education;

**WHEREAS**, on March 18, 2017, at a duly called business meeting, OPSB voted to approve a resolution submitted by Charter Operator to consider Charter School as its own LEA, effective July 1, 2017, pursuant to La. R.S. § 17:10.7.1(G)(2);

**WHEREAS**, on May 18, 2017, at a duly called business meeting, OPSB voted to authorize an amendment to the Operating Agreement to provide for the change in LEA status; and

**WHEREAS**, the Parties now desire to amend the Operating Agreement to enable Charter School to become its own LEA.

**NOW THEREFORE**, the Parties hereby amend the Operating Agreement as follows:

1. The following Paragraphs shall be stricken from the Operating Agreement as executed effective July 1, 2017:

- 3.2.3 Charter School shall comply with OPSB's Pupil Progression Plan, developed consistent with Louisiana Bulletins 1566, 741 and 1706, unless expressly amended by this Operating Agreement. The Parties agree that Charter School shall be permitted to include a representative in the preparation of OPSB's Pupil Progression Plan and to submit and implement school specific exceptions to the Pupil Progression Plan, as long as such exceptions are not contrary to state or federal laws and regulations.
- 4.1 The Authorizer is the "local education agency" ("LEA") for purposes of compliance with the Individuals with Disabilities Education Act ("IDEA").
- 4.2 OPSB shall manage IDEA 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 Charter School's cost for special education services beyond the state and or federal funding allocated for said services.
- 4.3.1 Authorizer is responsible for ensuring that the requirements of federal and state special education law and regulations are met in the School, and that children with disabilities attending charter schools are served in the same manner as children with disabilities are served 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 compliance with laws and regulations applicable to students with disabilities, including, but not limited to, legal interpretations, recommendations for intervention strategies, and assistance in conducting Section 504 Plan and review meetings.

2. The Parties hereby agree to add new Section 5 to Appendix 2: School-Specific Terms, as follows:

**5. Local Education Agency Status.**

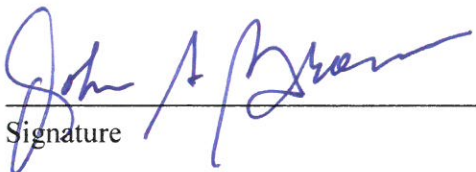
- 5.1 Charter School shall be considered the local education agency for all funding purposes and statutory definitions and shall be held solely responsible for all applicable federal, state, or local laws or regulations related to the school's LEA status, including but not limited to data reporting, testing regulations, IDEA compliance, Title I regulations, and requirements of other grants made available and secured by the charter school in its capacity as an LEA.
- 5.1.1 Charter Board acknowledges that OPSB shall have the duty, obligation, and authority to monitor and enforce corrective actions and interventions related to the requirements of this section and any other applicable federal, state, or local laws or regulations for such charter school.

- 5.2 At all times that Charter School is considered its own LEA it shall comply with BESE Bulletin 126 § 2303(B)(2)(a) and OPSB Policy HAC, Local Education Agency Status.
- 5.3 In the event of a rescission of Charter Schools' LEA status pursuant to BESE Bulletin 126 § 2303(B), OPSB may terminate this Operating Agreement in accordance with OPSB Policy HAC and the revocation procedures of OPSB Policy HC, Charter School Monitoring, Intervention, and Closure.
- 5.4 Charter School shall be a local education agency (LEA) for the purpose of applying for state and federal funds and shall be responsible for submitting its own consolidated application for federal funds.
- 5.5 Charter School shall adopt a Pupil Progression Plan consistent with Louisiana Board of Elementary and Secondary Education Bulletins 1566, 741 and 1706, and parish-wide enrollment system procedures, which shall not affect Charter School's programming autonomy as provided by La. R.S. § 17:10.7.1(G)(1). Charter School shall annually submit a copy of the Pupil Progression Plan to OPSB, along with a summary of changes, if any, in accordance with the timeline established in the Reporting Calendar, as specified in Section 6 of the Agreement.
3. Except as set forth in this Amendment, the Operating Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Operating Agreement or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the Parties have made and entered into this Amendment effective on the day and year first written above.

**ORLEANS PARISH SCHOOL BOARD**

**BRICOLAGE ACADEMY**

  
Signature

Print Name: John Brown Sr.

Title: President

Date: 8/4/2017

  
Signature

Print Name: ALAN PHILIPSON

Title: BOARD CHAIR

Date: 5/31/17