

**TYPE 1 CHARTER SCHOOL OPERATING AGREEMENT BETWEEN
YOUNG AUDIENCES CHARTER ASSOCIATION
AND THE JEFFERSON PARISH SCHOOL BOARD**

This Charter School Operating Agreement ("Operating Agreement") is entered into by and between the **Jefferson Parish School Board**, a political subdivision of the State of Louisiana, herein represented by Larry Dale, its President, duly authorized ("Authorizer" or "JPSB"), located at 501 Manhattan Blvd., Harvey, Louisiana 70058 and the **Young Audiences Charter Association**, a Louisiana Non-profit Corporation, herein represented by Cheryl Teamer, its Board of Directors President, duly authorized (hereinafter "Charter School"), located at 615 Baronne Street, New Orleans, Louisiana 70113. 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 persons 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, November 7, 2012, the JPSB granted Charter School a "Type I" charter.

WHEREAS, Young Audiences Charter Association qualifies 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, JPSB and Charter School agree as follows:

1. General Terms.

1.1 Parties.

- 1.1.1 This Agreement is entered into between JPSB and Charter School for the purpose of authorizing charter school to operate a charter school known as **Young Audiences Charter School** (hereinafter "Charter School").
- 1.1.2 The person authorized to sign on behalf of JPSB is the President of the Jefferson 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 Charter School's Board of Directors.
- 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, as noted in Appendix A.

- 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 maintain its non-profit status and 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 members of the Charter Board receive no compensation other than potentially the reimbursement of actual expenses incurred while fulfilling duties as a member of such board.
- 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 laws and regulations 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 Louisiana Open Meetings Laws, Public Records Laws, Code of Governmental Ethics, and Public Bid Laws for the erection, construction, alteration, improvement or repair of a public facility or immovable property, pursuant to Part II of Chapter 10 of Title 38 of the Louisiana Revised Statutes.
 - 1.2.5 Each member of the Charter Board shall submit any Financial Disclosures required, pursuant to the Code of Governmental Ethics, as required by *La. R.S. 17:1142.3*.
 - 1.2.6 The Charter Board shall at all times maintain itself as a Louisiana non-profit corporation. 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, 2013.
- 1.4 **Term.** The Term of this Agreement shall be 5 years from July 1, 2013 through June 30, 2018 unless terminated or extended pursuant to the terms hereof.
- 1.5 **Location.** The School's location is described in Appendix F. If the School is located at a JPSB-controlled site, the use of such site shall be subject to and governed by a Facilities Lease (Appendix H) between the Parties and by JPSB policies relative to school assignments.
 - 1.5.1 Facilities shall be maintained in such a condition as to ensure the health and safety of the students and staff, to be conducive to a proper learning environment for the students and to provide a proper work environment for the staff.

2. School Performance.

- 2.1 Authorizer will evaluate Charter School's outcomes based on academic, financial and legal performance using the indicators and standards set out in JPSB Charter School Bulletin or its successor.
- 2.2 Substantial fulfillment of the targets set out in the JPSB Charter School Bulletin shall be the standard for subsequent renewal of Charter School's charter.
- 2.3 JPSB shall evaluate Charter School at least annually consistent with the standards and measures set out in JPSB's Charter School Bulletin.

3. School Operations.

- 3.1 **Recruitment, Admissions, Enrollment and Retention.**
 - 3.1.1 Charter School is approved for the total maximum enrollment outlined in Appendix C. Pursuant to *La. R.S. § 17:3991(C) (1) (c) (IV)*, Charter School may enroll students, in any given year, up to 120% of the approved maximum 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 Charter School may give enrollment preference based on defined geographic boundaries ("neighborhood preference") and on the attendance of siblings of a presently enrolled student and for children of Charter School's employees. Should state laws or regulations be amended to mandate neighborhood preference in enrollment, Charter School shall comply therewith the effective date of such mandate.
- 3.1.5 If there are more applications to enroll in the School than there are spaces available, Charter School shall select students to attend using an admissions lottery that shall be publicly noticed and open to the public.
- 3.1.6 Charter School shall follow the admissions and enrollment procedures outlined in Appendix C.
- 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 JPSB Charter School Bulletin. 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 the requirements for minimum instructional days and minutes for public schools set forth in La. R.S. § 17:154.1(A)(1).
 - 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, pursuant to La. R.S. § 17:3996(A)(17) and La. R.S. § 17:3996(B)(17-18).
 - 3.2.3 Charter School shall comply with JPSB'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 JPSB's Pupil Progression Plan, as long as such exceptions are not contrary to state or federal laws and regulations.
 - 3.2.4 Charter School shall perform all students 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 In the event JPSB develops, approves and implements a common application and enrollment process and timeline to conduct admissions and enrollment if such process and timeline are established by JPPSS ("One Application Process"), Charter School shall use the One Application Process, but Charter School may conduct a one year observation of the process before being required to participate. 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 Admissions and Enrollment Policy (Appendix C) and shall be incorporated herein by reference. The parties agree that Charter School shall be permitted to include a representative in the development of a One Application Process and provide input into all aspects, including the timeline to conduct admissions.
 - 3.2.6 Consistent with the school's mission, the Parties agree that the school-specific elements of the Academic Plan identified in Appendix B are material to the Operating Agreement (Material Terms) and changes to those terms shall constitute amendments to the Operating Agreement subject to agreement of the Parties. 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 requesting student enrolled in the School if the student resides more than one mile from such school and within the geographical boundary described in Appendix E. The transportation so provided may include payment and/or reimbursement of the cost of access to public transportation. 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 School.
 - 3.3.1 Any transportation service agreements with entities other than JPPSS shall be entered into directly between Charter School and its transportation provider. JPSB shall not be a party to any such agreements.
- 3.4 **District Resources.** If eligible, Charter School may access JPSB instructional support resources, such as online learning platforms, summer school for qualifying students, and online assessment and instructional materials at the actual costs incurred by JPSB, less deferrals and offsets realized.

3.5 Exemptions.

- 3.5.1 Charter School shall be exempt from all rules and regulations of the state board and JPSB with the exception of those specifically agreed to 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 agreed to 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 Law 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 School, and that special education and related services are provided in the 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 JPSB 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 educational model for the delivery of special education services that complies with federal and state law.
 - 4.2.4 Charter School shall employ teachers, as 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 in accordance with any applicable State or Federal laws and regulations. Charter School will deliver special education services in an inclusion setting, when required in a student's IEP.
 - 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 JPSB for any costs, attorney fees, and/or financial penalties imposed on JPSB by state and/or federal authorities arising out of actions or omissions of Charter School relating to special education.
 - 4.2.7 JPSB shall indemnify Charter School for any costs, attorney fees, and/or financial penalties imposed on Charter School by state and/or federal authorities due to actions or omission of JPSB relating to special education.
 - 4.2.8 Charter School shall promptly report to JPSB any and all alleged infractions, complaints, and other non-compliance issues relating to special education lodged with any and all State or Federal agencies.

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 JPSB, and shall receive a per pupil amount each year from JPSB based on the October first membership count of the 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 JPSB shall be entitled to withhold an administrative fee of up to 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 JPSB 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. JPSB will use all best efforts to as quickly as possible provide Charter School the option to budget, manage and expend all IDEA funds to which Charter School and its students are eligible. Charter School shall cooperate and work with JPSB to reach this goal. 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.
- 5.1.3 If Charter School opts to lease a JPSB facility, Charter School shall pay any use fee agreed to by the Parties in a mutually agreed upon lease agreement; and
- 5.1.4 Should Charter School acquire or own facilities that are not provided by JPSB, the local revenue portion of the MFP funding for the students housed in the non-JPSB facility shall not be reduced by local capital outlay or debt service amounts.
- 5.2 **Transportation Funds.** Charter School acknowledges that transportation funds for students enrolled at the 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 per pupil 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. JPSB shall work cooperatively with Charter School to secure and maximize any and all state and federal funds for which Charter School may be eligible. Whenever applicable, Charter School is authorized to directly pursue any grant on its own behalf if JPSB chooses not to pursue.
- 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 **Reimbursement.** If Charter School is eligible for reimbursement of funds under a state or federal program, Authorizer shall submit such reimbursement request to the appropriate state or federal entity within 30 days of receipt of a complete and accurate reimbursement request from Charter School. Charter School shall submit reimbursement requests in accordance with the Charter School Reporting Calendar. (See Paragraph 6). Further, in accordance with La. R.S. § 17:3995 (A)(5), within fifteen days of the receipt of any state, local, or other funding to which Charter School is entitled or which came as a result of students enrolled in Charter School, Authorizer shall ensure that those funds are available for use by Charter School.
- 5.6 **School Tuition and Fees.** Charter School shall not charge any student tuition, attendance fee, or a fine of any kind unless allowed by state or federal law. Any other fee shall be subject to a waiver process created by Charter School that considers individual family circumstances. Charter School shall not condition the enrollment of any student on the payment or nonpayment of fees, except Pre-K tuition as allowed by state or federal law.
- 5.7 **Alternative School Fees.** Charter School shall pay the pro rated per-pupil fee for any Charter School students transferred to a JPSB alternative school. Charter School shall have the option to transfer students to an alternative school not operated by JPSB.
- 5.8 **Collateralization.** Public funds must be collateralized in accordance with Title 49, Section 321 of the Louisiana Revised Statutes.
- 5.9 **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 JPSB in the event this provision is exercised. JPSB shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

- 5.10 **Charter School Debt.** Pursuant to La. R.S. § 17:3993, Charter School is solely responsible for all debt it incurs, and JPSB shall not be contractually bound on Charter School's account to any third party. A statement to this effect shall be a provision of any and all contracts entered into by Charter School.
6. **Transparency and Accountability (School Reporting Requirements).** JPSB shall provide Charter School with a Charter School Reporting Calendar ("Reporting Calendar") containing all reports required of Charter School listed in the JPSB Charter School Bulletin on or before the commencement of each contract year. JPSB shall endeavor to make the Reporting Calendar complete and will notify Charter School promptly of any changes. Charter School shall be responsible for submitting timely and complete reports to JPSB in accordance with the Reporting Calendar and all applicable state and federal laws.
- 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 JPSB for its 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 the School's information, including attendance information, through JPSB'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 Laws, 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 JPSB a written schedule of Charter Board meetings for that school year. Charter School shall notify JPSB promptly with any modifications to that schedule.
- 6.2.3 All reports provided to Charter Board must be copied to JPSB charter school office, with the exception of any reports that are privileged, confidential or provided in executive session.
- 6.3 **Annual Evaluation Reports.** Charter School shall provide to JPSB information on the prior year performance to Authorizer no later than August 31st 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 the School's students over the previous school year. Annual Evaluation 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 Schedule of types and categories of fees 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 are collected, recorded, and administered, and a plan for the reduction and/or forgiveness of fees for families experiencing economic hardship.
- 6.3.3 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 JPSB'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 notify JPSB defaults on any obligation, which shall include debts for which payments are past due by sixty (60) days or more.
- 6.4.3 **Enrollment.** Charter School shall submit projected, current, and final student enrollment information in accordance with JPSB'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 the School are subject to inspection and production as required for fulfillment of the JPSB'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, JPSB 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 terminated:
 - 7.3.1 Any assets acquired in whole or in part with public funds shall be deemed to be the property of JPSB; and
 - 7.3.2 Any assets acquired wholly with private funds shall be deemed to be the property of the Charter School, provided that Charter School has maintained records demonstrating that such assets have been acquired without the use of public funds; and
 - 7.3.3 Any assets acquired wholly with private funds shall be disposed of by Charter School consistent with Louisiana nonprofit law upon dissolution of the Charter School, and.
- 7.3.4 If Charter School's records fail to establish clearly whether an asset was acquired with the use of private funds, the assets shall be deemed to be the property of JPSB.

8. Insurance.

- 8.1 Charter School shall at all times during the full term of this Agreement and Lease, and during the full term of any hold-overs, extensions, or other rental agreements procure and carry a policy of Commercial General Liability (CGL) insurance that insures the leased premises and charter school operation for at least the limits of Combined Single Limit \$1,000,000.00 per occurrence subject to an Annual Aggregate of \$2,000,000.00 per policy for Bodily Injury and Property Damage Liability, a Personal Injury Liability Limit of \$1,000,000.00 per claim, a Products and Completed Operations Annual Aggregate of \$2,000,000.00 per policy, and a Sexual or Physical Abuse Limit of \$100,000.00 per claim. This policy shall include contractual liability.
- 8.2 Charter School, as charter school operator, shall also maintain Workers' Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction over the charter school operator's employees, including Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident, \$1,000,000.00 per disease and \$1,000,000.00 aggregate, disease.
- 8.3 Charter School shall also maintain Errors and Omissions Insurance which shall cover the Charter School, as charter school operator for those sources of liability arising out of the rendering or failure to render professional services in the performance of the charter agreement and charter school operation, including all provisions regarding financial management and indemnification. The minimum limits to be maintained by the Charter School, as Lessee and charter school operator, shall be no less than \$1,000,000.00 per claim, \$2,000,000.00 annual aggregate. The policy must be extended to cover Employment Practices Liability. Charter School, as charter school operator, may elect a deductible. If so, this deductible must not exceed \$25,000.00 per claim.
- 8.4 Charter School shall also maintain Employee Dishonesty Insurance with a minimum limit of \$250,000.00 per claim/annual limit.

- 8.5 Charter School shall also maintain Business Automobile Liability Insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 each occurrence with respect to the Charter School's owned, hired, or non-owned vehicles, assigned to or used in performance of the services offered by the Charter School. This policy shall include contractual liability.
- 8.6 All of Charter School's policies of insurance, as required in the preceding items above, shall be endorsed to include a Waiver of Subrogation in favor of JPSB and its affiliated and associated companies and agents. In addition, the Commercial General Liability and Business Auto Liability policies, as required in the preceding items above, shall name the JPSB, Board members, individually and collectively, and employees as additional insured(s), not merely as certificate holder(s). The JPSB may reject any carrier for cause at any time.
- 8.7 All deductibles under said policies shall be the sole responsibility of Charter School. Charter School hereby waives all rights of recourse against the JPSB, including any rights to which another may be subrogated, with respect to any claim of personal injury (including death), or any property damage, to the extent covered by any of Charter School's insurance policies with respect to the sole or joint negligence of Charter School. All such insurance shall be procured from an insurance company or companies having a minimum A.M. Best rating of A - VI subject to JPSB approval of the carrier. Charter School will furnish "e" copies of all policies to JPSB.
- 8.8 All of Charter School's policies of insurance are to provide the JPSB with thirty (30) days prior written notice of cancellation or any material adverse change. All such policies shall be primary to any insurance of JPSB and/or self-insurance program which JPSB may participate. Further, the insurance must not require waivers of subrogation of any kind by JPSB. JPSB makes no representation that the limits of liability specified to be carried by Charter School under the terms of this Agreement and Lease are adequate to protect Charter School against Charter School's undertaking under this Section, and in the event Charter School believes that any such insurance coverage called for under this agreement and lease is insufficient, Charter School shall provide, at its own expense, such additional insurance as Charter School deems adequate.
- 8.9 Charter School will furnish, at least five (5) days in advance of occupancy, an "e" copy of each full policy for JPSB's approval.
- 8.10 Charter School will not be permitted to commence any work or charter school operation until the Certificates of Insurance or insurance policies have been approved by the JPSB. JPSB will require five (5) working days to review said insurance policies.
- 8.12 JPSB shall solely be responsible for providing all property insurance on the leased premises. However, Charter School is responsible for providing any and all insurance on all contents, personal property, and improvements and betterments owned by the Charter School located in the leased premises.

9. Personnel.

- 9.1 **Collective Bargaining.** The provisions of any collective bargaining agreement entered into by JPSB shall not apply to Charter School. The provisions of any collective bargaining agreement entered into by Charter School shall not apply to JPSB.
- 9.2 **Certification/Credentialing.** Instructional staff at Charter School shall comply with all applicable State or Federal certification or credentialing requirements.
- 9.3 **Highly Qualified Status.** To the extent that Charter School receives Title I funding, it must ensure that it complies with all applicable teacher certification requirements.
- 9.4 **Personnel Evaluations.** Charter School shall comply with all state mandated requirements for personnel evaluations, unless specifically excluded.

10. Oversight.

- 10.1 **Authority.** JPSB shall have oversight authority over Charter School as permitted under State law 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. In accordance with state 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 academic, legal, fiscal 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 JPSB 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 the School at least annually. Authorizer may, at its discretion, conduct announced formal school visits or unannounced school visits, as long as such visits do not disrupt the instructional day. 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 Charter School's Articles of Incorporation.
- 10.5.2 Charter School shall notify Authorizer immediately of any circumstance requiring the closure of the 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 signing authority, 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 of any change to its Certified Public Accountant, or its Qualified Business Professional.
- 10.5.6 Charter School shall notify Authorizer immediately if at any time during the school year, the School's enrollment decreases by ten percent (10%) or more compared to the most recent pupil count submitted to the JPSB 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 JPSB shall notify Charter School immediately of any formal complaints received by JPSB 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.
- 10.5.9 Charter School shall notify Authorizer immediately of any formal complaints 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.
- 10.5.10 Charter School shall notify Authorizer of any change in school calendar involving the number of days of instruction.
- 10.5.11 Charter School shall notify Authorizer of any change in the School's Special Education procedures.
- 10.6 **Intervention.**
- 10.6.1 Consistent with any oversight practices set out in any required federal or state monitoring plan, JPSB shall follow a progressive system of notification and calls for corrective action on the part of Charter School.
- 10.6.2 Charter School shall indemnify JPSB for any costs, attorney fees, and/or financial penalties imposed on JPSB by state and/or federal authorities arising out of actions or omissions of Charter School relative to regulatory compliance.
- 10.6.3 JPSB shall indemnify Charter School for any costs, attorney fees, and/or financial penalties imposed on Charter School by state and/or federal authorities due to actions or omission of JPSB relative to regulatory compliance.

- 10.6.4 To the extent that concerns or complaints received by JPSB about Charter School may trigger JPSB's intervention, including revocation or non-renewal of the Operating Agreement, JPSB may monitor Charter School's handling of such concerns or complaints. In such cases, JPSB may request, and Charter School shall provide information regarding Charter School's actions in responding to those concerns or complaints.

11. Revocation/Termination/Dispute Resolution.

- 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 JPSB 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 JPSB determines that the health, safety, and/or welfare of students are threatened through the acts, omissions or negligence of Charter School.
- 11.3 The Operating Agreement may be terminated immediately by JPSB and the charter revoked under the following conditions:
- a. gross mismanagement of public funds; or
 - b. financial malfeasance; or
 - c. failure to retain facilities; or
 - d. enrollment insufficient to meet financial obligations.
- 11.3.1 Any such termination shall follow all revocation proceedings outlined in the JPSB Charter School Bulletin.
- 11.4 **Dispute Resolution.**
- 11.4.1 In the event of a dispute between Charter School and JPSB regarding the terms of this Operating Agreement or any other issue regarding the relationship between Charter School and JPSB, the Parties agree to implement the following dispute resolution plan in good faith.
- 11.4.2 Each Party agrees to notify the other, in writing, of the specific disputed issue(s).
- 11.4.3 Within thirty (30) days of sending written correspondence, or longer if both parties agree, Charter School's representative and JPSB's representative, or their designees, shall confer in a good faith effort to resolve the dispute.
- 11.4.4 If good faith efforts do not resolve the dispute, the parties shall attempt to mediate prior to taking any further legal actions.

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 the 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 JPSB terminates the Charter, JPSB shall not be further obligated to pay any additional local funds to Charter School from the date of JPSB's termination.
- 12.3 In the event that Charter School ceases operations of the School, Charter School and its governing body will be responsible for winding up the business and affairs of Charter School and will cooperate with JPSB as necessary to provide an orderly enrollment of students in other schools. Any public surplus remaining at the time Charter School ceases operations of the School shall be remitted to JPSB within thirty (30) days of the day students no longer attend the School. Any furniture and equipment purchased with public funds shall be delivered to JPSB within thirty (30) days of the day students no longer attend the School.

- 12.4 Pursuant to La. R.S. § 17:3993, JPSB 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. Indemnification and Acknowledgments

- 13.1 The legal duties of ownership and maintenance of the property which is the subject of this charter and operating agreement create a risk of financial loss to JPSB. The legal duties of occupancy and use of the property likewise create a risk of financial loss to Charter School. These provisions are designed by the parties to avoid duplication of effort and expense in responding to damage claims and to provide a quicker, more effective response to claimants. To do this, the Charter School is made primarily responsible to accept and manage all damage claims arising out of the use of the premises, the operating agreement and the charter, with notable exceptions described in 13.3 below.
- 13.2 Charter School agrees to defend, indemnify, and hold harmless the JPSB, namely, the Jefferson Parish School Board and its members, directors, officers, employees, agents, successors, assigns and its related entities for all claims, causes of action and/or lawsuits, judgments, damages, (including consequential damages), penalties, fines, liabilities, losses, attorney fees, costs, including defense costs, and expenses of any kind or nature, for all claims which arise out of or are in anyway related to the Leased Premises and charter school operation, no matter the cause, including any negligent maintenance of any part of the Leased Premises not excepted as per 13.3 below, and further, including but not limited to, any such claims, causes of action and/or lawsuits alleging bodily injury, personal injury, sexual misconduct, pain, mental anguish and/or death, and/or property loss or damage, arising from the negligence, intentional act, fault or willful and wanton misconduct of Charter School and/or Management Company, if any, their employees, agents, invitees, visitors, or contracting parties, or Management Company's and Charter School's repair and maintenance of those parts of the Leased Premises with which Charter School is charged to repair and maintain, or Management Company's, if any, and Charter School's performance of and/or failure to perform its obligations under this Operating Agreement and the charter school operation, and to pay reasonable attorney fees, including defense costs, and all other costs related thereto, including costs of litigation.
- 13.3 JPSB agrees to defend, indemnify, and hold harmless the Charter School, and its members, directors, officers, employees, agents, successors, assigns and its related entities for all claims, causes of action and/or lawsuits, judgments, damages, (including consequential damages), penalties, fines, liabilities, losses, attorney fees, costs, including defense costs, and expenses of any kind or nature, for those claims, including but not limited to, any such claims, causes of action and/or lawsuits alleging bodily injury, personal injury, sexual misconduct, pain, mental anguish and/or death, and/or property loss or damage, arising from the intentional acts or willful and wanton misconduct of JPSB, its employees, agents, invitees, visitors, or contracting parties, or arising from vices or defects related to the structural components of the improvements on the leased premises, including but not limited to, the exterior walls, load-bearing walls, and roof, or vices or defects involving asbestos or lead-based paint or other environmental hazards, if any, all when such vices and/or defects do not arise out of the negligence, fault, intentional acts, or willful and wanton misconduct of the Charter School and/or the Management Company, their employees, agents, invitees, visitors, or contracting parties.
- 13.4 Any management contract entered into by Charter School shall include the same provisions running from the management company to the JPSB as those found in 13.1 and 13.2 above. In turn, JPSB agrees to be bound by the provisions of 13.3 with reference to its indemnification, if any, to such management company.
- 13.5 JPSB and Charter School shall give prompt written notice to the other of the assertion of any claim or the commencement of any litigation for which indemnification is sought and shall cooperate with each other in the defense of the claim or litigation.
- 13.6 Charter School shall not settle or compromise any claim against JPSB without the express written permission of JPSB.
- 13.7 This Operating Agreement is not an employment contract. No officer, employee, agent or subcontractor of Charter School is an officer, employee, or agent of JPSB.
- 13.8 The parties acknowledge that, pursuant to LA-R.S. 17:3993, JPSB 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.
- 13.9 Nothing herein shall waive the right of JPSB indemnitees to assert any statutory or legal defense of sovereign immunity or official immunity.
- 13.10 This indemnification, defense and hold harmless obligation shall survive the termination of this Operating Agreement. JPSB or Charter School shall have the right, at its own expense, to participate in the defense of any lawsuit to which it is a party, without relieving the other of its obligations hereunder.

14. **Shared Services.** Consistent with La. R.S. § 17:3995(A)(4)(b), the Parties shall enter into a separate shared services agreement ("Shared Services Agreement") or agreements for any or all separate services agreed to by the Parties.

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 email or certified mail, postage prepaid to the following:

Superintendent
Jefferson Parish School Board
501 Manhattan Blvd.
Harvey, LA 70058

Chief Executive Officer
Young Audiences Charter Association
615 Baronne Street
New Orleans, Louisiana 70113

With copy to:

Board President
Young Audiences Charter Association
615 Baronne Street, New Orleans, LA 70113

And, to:

Counsel
Adams and Reese LLP
C/O Lee C. Reid
701 Poydras, Suite 4500
New Orleans, LA 70139

- 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 JPSB 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 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 considered "material amendments" and requiring Charter School to obtain approval from JPSB include the following:

- a. changes in governance (Appendix A), including:
 - i. changes to the structure of the governing board,
 - ii. changes in legal status or management,
 - iii. changes in education service provider,
 - iv. changes in membership of the charter operator's board of directors that exceeds 60 percent or more of its members within any six month period,
 - v. changes in signing authority for the charter school;
- b. changes in the academic plan (Appendix B), including:
 - i. changes in the school's mission,
 - ii. changes in curriculum or methodology,
 - iii. changes in method(s) used to measure pupil progress,
 - iv. changes in the school calendar affecting the number of days of instruction,
 - v. changes in special education procedures;
- c. changes to the admissions and enrollment policy (Appendix C), including:
 - i. changes in enrollment projections and/or grade level configuration,
 - ii. changes in student enrollment which result in enrollment in excess of 120 percent of the total number of students set forth in the school's charter,
 - iii. changes in admission procedures or criteria;
- d. changes to the student discipline policy (Appendix D), including:
 - i. changes to the discipline policy for special education students;
- e. changes to the geographical boundaries that govern transportation (Appendix E)
- f. changes in school location (change of site and/or adding or deleting sites);
- g. changes in any option expressed in the charter contract exhibit with respect to collective bargaining;
- h. changes to the JPSB facility lease agreement, if applicable;
- i. any changes not specifically identified as a non-material amendment in the JPSB Charter School Bulletin.

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 24th Judicial District Court for the Parish of Jefferson, 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 JPSB 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.

Enclosures:

Appendix A: Governance

Appendix B: Academic Plan

Appendix C: Admissions and Enrollment

Appendix D: Student Discipline

Appendix E: Transportation

Appendix F: School Location

Appendix G: Collective Bargaining

Appendix H: JPSB Facility Lease Agreement

EXECUTION AND SIGNATURE OF AGREEMENT

This agreement is signed and executed by the following persons and parties on the dates shown below, with all signatures and persons signing expressly, personally, and individually representing that they have express authority, by appropriate resolution or otherwise, to sign this Agreement on behalf of the party(s).

Signed, this 22nd day of March, 2013.

WITNESSES:

JEFFERSON PARISH SCHOOL BOARD

BY: 

LARRY DALE, President

YOUNG AUDIENCES CHARTER ASSOCIATION

Mary P. Nass

BY: 

CHERYL TEAMER, Board President

SWORN TO AND SUBSCRIBED BEFORE ME

this 22nd day of March, 2013



NOTARY PUBLIC

09894

Appendix A: Governance

1. Appendix A should list names and contact information for members of the non-profit's board of directors, noting the board of director member who holds signing authority for the non-profit.
2. Appendix A should also include a copy of the contract between the board of directors and the educational organization, if applicable.

<i>Name</i>	<i>Current Professional Title and Organization</i>	<i>Board Role</i>	<i>Focus/Expertise*</i>	<i>Email Address</i>
Macon Moore	VP of Business Development, Peoples Health	YACA Board Member	Strategic Planning, Organizational Capacity	macon.moore@peopleshealth.com
Cheryl Teamer	Independent Consultant	YACA President	Government Relations, Fundraising	cherylteamer@bellsouth.net
Glenda Allen-Jones, PhD	Chair, Early Childhood Education, Southern University New Orleans	YACA Secretary	Early Childhood Education	gaiones2001@yahoo.com
Mary Nass	Independent Social Worker	YACA Treasurer	Social Services	mpn711@aol.com
Marla Donovan	Artist, Estudio M Certified Internal and Quality Assurance Auditor	YACA Board Member	Accounting and Finance	raymar05@bellsouth.net
James Benedict	Principal, Kidd and Co.	YACA Board Member	Technology, Fundraising	jamesgbenedict@gmail.com
Sandra Levy	Executive Director, Jewish Endowment Foundation	YACA Board Member	Finance, Planned Giving	sandy@jefno.org
Erica Lemann	Community Activist	YACA Board Member	Fundraising	erica.lemann@gmail.com
Donna Ancar	Independent Piano Instructor	YACA Board Member	Arts Education	donnam0401@yahoo.com

Appendix B: Academic Plan

1. Appendix B should include a high-level description of the school's academic plan, including:
 - o The school's mission;
 - o An overview of the school's curriculum and methodology.
2. Appendix B should also include a description of the school's special education procedures.
3. Appendix B should also include a sample school calendar that includes the number of days of instruction.

1. Academic Plan

Young Audiences Charter School is an open-admissions elementary school in Jefferson Parish. Its mission is to successfully prepare students for high school as well as lay the foundation for life-long learning by providing an innovative academic environment that emphasizes a rigorously integrated curriculum with differentiated instruction in and through the arts. The school will leverage its relationship with Young Audiences of Louisiana (YALA) to establish and support a culture of high expectations, collaboration and creativity. YALA has worked with schools and families in Jefferson Parish for more than forty years. It has strong ties to local and national arts-in-education organizations, leaders in education research and reform and is committed to providing all children with access to a high-quality education.

Young Audiences Charter School will fulfill its mission by providing a fully, arts-integrated academic experience. Integration is not simply combining two or more contents together. It is an approach to teaching which includes intentional identification of naturally aligned standards, taught authentically alongside meaningful assessments which take both content areas to a whole new level. Put together, these components set the foundation for how we engage and inspire student learning.

Research finds that arts-focused programs hasten student achievement, raising standardized test scores as much as two times faster than the scores of youth in more traditional schools (Evaluation, Chicago Arts Partnership in Education, Catterall & Waldorf, 1999). Additionally, arts-integrated programs are associated with academic gains across the curriculum, having particularly significant impacts on achievement levels of struggling students (Rabkin & Redmond, 2004). Low-performing students in arts-integrated programs consistently show decreased levels of truancy and increased levels of classroom engagement as the arts-integrated curriculum provides them with multiple avenues to success.

The quality and fidelity of our standards-based, arts-integrated curriculum is supported by a Young Audiences Director of Arts Integration, teaching artists with expertise in recognized arts disciplines and targeted job embedded professional development. The school will also leverage partnerships with accredited local and national arts and academic organizations.

To deliver the curriculum, Young Audiences Charter School will employ a variety of research-based instructional practices. In general, lessons will follow the "I-We-You" approach: I do, we do and then you do. In other words, lessons will begin with direct instruction, continue with guided practice, and then culminate in a longer period of independent or group practice. At the end of each unit of study, the learning objective(s) will be assessed using some form of "exit ticket." These exit tickets, along with other formative and summative assessments, including portfolios and performance tasks, will then be used to plan and adjust instruction. While our teachers will be encouraged to use a myriad of techniques and strategies, the school will focus on the following: backward design; inquiry and project-based learning; cooperative learning; differentiation; and technology integration. The school will rely heavily on the work of Jones, Valdez, Nowakowski, and Rasmussen (1994) for engaged

learning, Richard DuFour for Professional Learning Communities, Heidi Hayes Jacobs for curriculum mapping and alignment, Robert Marzano for engagement, assessment, instructional practices and learning goals, Marvin Marshall for discipline and classroom management, the Buck Institute for Education and the George Lucas Foundation for project-based teaching and learning, Grant Wiggins and Jay McTighe for backward design, Spencer Kagan for Cooperative Learning, the National Endowment for the Arts, Young Audiences and the George Lucas Foundation for arts-integration, and Alan November for technology integration.

2. *Special Education Procedures*

Young Audiences Charter School will comply with the Federal and State laws that govern the education of students with disabilities, the Individuals with Disabilities Education Act (IDEA, 2004), 20 U.S.C. §§1400-1485, and Louisiana's Education of Students with Exceptionalities regulations, Bulletin 1706, LA R.S. 17:1941 et seq. We understand the mandate of these laws, which stipulate that charter schools, as well as traditional schools, must provide to students with disabilities a free, appropriate public education that requires students to be educated with their non-disabled peers to the maximum extent appropriate (LRE). Young Audiences Charter School also understands that charter schools are legally responsible for developing and implementing all of the necessary systems and programs to ensure that students with disabilities receive and prosper within the framework of a free and appropriate public education.

In addition to complying with the IDEA and Louisiana's Bulletin 1706 that documents the regulations, to every extent possible, Young Audiences Charter School will adhere to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973.

Young Audiences Charter School will employ a full-time Education Services Manager and a full time School Counselor to provide support services to all students and their families. These services include, but are not limited to, resource and service referrals, group counseling, individual counseling and crisis intervention/ management. If a student with disabilities is found to be in need of these services by the IEP team, the duration/minutes will be documented on the Individualized Education Plan (IEP).

Young Audiences Charter School will directly provide all services to the maximum extent of our resources and capabilities, and as they relate to the fair and equitable provision of our instructional program. Third-party contracts will be enacted in cases when we cannot meet students' need internally. When an outside provider is used, our Education Services Manager will monitor and evaluate the consistency, quality and results of each provider.

3. *School Calendar*

YOUNG AUDIENCES CHARTER SCHOOL Proposed Calendar 2013-14 School Year

July 2013

First Day for TeachersJuly 17
Teacher Professional Development Days.....July 17-July 31

August

Teacher Classroom Set-up.....August 1 – 6
Family Orientation.....August 3,5 or 6
First Day for Students (*Grades K through 3*).....August 7

JPSB Charter School Contract: Appendix B

September

Labor Day (school closed).....September 2
Faculty Professional Development (no classes).....September 20
Back to School Night.....September 24

October

1st Quarter Ends October 11
Faculty Professional Development (Report Cards) (no classes).....October 14
Early Dismissal Day – Report Card Conferences.....October 18

November

Faculty Professional Development (no classes).....November 1
Thanksgiving Break (school closed).....November 27-29

December

2nd Quarter Ends.....December 19
Faculty Records Day (no classes).....December 20
Winter Break (school closed).....Dec 23-Jan 7

January 2014

Faculty Professional Development (no classes).....January 3
Classes Resume – 3rd Quarter starts.....January 6
Early Dismissal Day – Report Card Conferences.....January 10
Martin Luther King Holiday (school closed).....January 20

February

Faculty Professional Development (no classes).....February 28

March

Mardi Gras Break.....March 3 - 7
4th Quarter Starts.....March 10
Early Dismissal Day – Report Card Conferences.....March 14
LEAP Phase I (4th& 8th Grades).....March 18
LEAP Phase I (Make-Up Days).....March 19-20

April

LEAP/iLEAP Phase 2.....April 7-10
LEAP/iLEAP Phase 2 (make-up days).....April 11-15
Spring Break (school closed).....April 16-22
Faculty Professional Development (no classes).....April 22

May

Last Day for Students/4th Quarter Ends.....May 23
4th Quarter Reports Cards Issued.....May 30
Last Day for Faculty.....May 30

All dates subject to change.

Total number of days for students: 178 days.

Students must attend a minimum of 167 days to be eligible for promotion.

Appendix C: Admissions and Enrollment

1. Appendix C should include a description of the school's enrollment policy and admissions procedures, including the process for conducting an admissions lottery and any geographical boundaries that impact admissions.
2. Appendix C should include a five-year enrollment projection table including school year, grade levels, and number of students anticipated in each grade level.
3. Appendix C should also include an assurance that the school will meet the at-risk enrollment requirements outlined in Louisiana's state charter school law.

1. *Enrollment Policy*

Young Audiences Charter School will be an open admissions Jefferson Parish public school. The only admission requirement is that a student resides in Jefferson Parish. The school will use no other selective criteria for admissions.

All candidates seeking admission to Young Audiences Charter School's Kindergarten program must be 5 by September 30th of the year in which they are seeking admission.

All eligible students will be admitted, unless the total number of eligible applicants exceeds the capacity of a program, class, grade level, or school. If the total number of applicants exceeds the school capacity, applicants shall be admitted based on an admissions lottery. The school will use the lottery in order to reach maximum capacity, and also to determine the order in which students are placed on a wait list. All lotteries will be open to the public. Prospective families will be notified of the date, time and location of the event.

If no lottery is required, the school will continue to admit applicants until capacity is reached. If no lottery is required, the order of the wait list will be determined by date of application. If an opening occurs at the school, selection from the wait list will begin with the first applicant on the wait list.

Siblings of students already admitted to Young Audiences Charter School may be exempted from the lottery. Siblings are defined as children that share the same parent, guardian and/or caregiver, and reside in the same household. Children of parents or legal guardians employed by Young Audiences Charter School may also be exempted from the lottery.

Young Audiences will not discriminate in the rendering of services to individuals because of race, color, religion, sex, age, national origin, disability or any other non-merit factor.

2. *Five-Year Enrollment Projection*

GRADE	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
Pre-K						
K	88	88	88	88	88	88
1	100	100	100	100	100	100
2	100	100	100	100	100	100
3	100	100	100	100	100	100
4		100	100	100	100	100
5			100	100	100	100
6				75	75	75
7					75	75
8						75
Total # students	388	488	588	663	738	813

3. *At-Risk Enrollment*

We assure that we will meet the at-risk enrollment requirements outlined in Louisiana's state charter school law.

Appendix D: Student Discipline

1. Appendix D should include a description of the school's student discipline policy, including the specific discipline policy for students with disabilities.

When required, Young Audiences Charter School will employ a restorative discipline system that is:

- Explicit, reasonable, and timely
- Have logical, fair, consistent, and age-appropriate consequences
- Include a variety of prevention and intervention measures
- Provide the opportunity for significant parent/guardian participation
- Respond to individual differences among students with insight and sensitivity
- Ensure the opportunity for students to obtain an education

Parents and Students will be presented with a Student Code of Conduct that will;

- create a consistent set of expectations for student behavior;
- provide students with opportunities to develop appropriate social skills;
- outline the interventions and consequences for students who engage in inappropriate behavior;
- explain the rights and responsibilities of all members of the school community
- engage students in a safe, positive and supportive learning environment

In the effort to fully implement Positive Behavior Support and reduce the loss of instructional time, Young Audiences Charter School will utilize a wide variety of corrective strategies that do not remove children from the learning environment.

All students shall be treated fairly and honestly in resolving grievances and complaints and in the consideration of any suspension or expulsion. Any parent/guardian of a suspended student shall have the right to appeal a suspension or expulsion. A parent/guardian may request the Jefferson Parish School Superintendent or his designee to review the findings of the school at a time set by the Superintendent. Otherwise, the decision of the School will be final.

The principal shall immediately suspend and recommend for expulsion a student found carrying or possessing:

- a firearm
- a knife
- a razor
- another dangerous instrument
- any controlled dangerous substance governed by the Uniform Controlled Dangerous Substances Law, in any form (including any student who distributes, sells, gives or loans one of these substances).
- any mood altering substance, unless prescribed and a medication order form on file with the nurse's office

DIRECT EXPULSION: The conviction of any student for a felony or the incarceration of any student in a juvenile institution for an act which, had it been committed by an adult, would have constituted a felony may be cause for immediate expulsion of the student for a period of time as determined by the board. The conviction of any student of a felony or the incarceration of any student in a juvenile institution may be sufficient cause for THE YOUNG AUDIENCES CHARTER SCHOOL to refuse admission of said student to any school under its jurisdiction except upon review and approval of a majority of the elected members of BESE if and when a request for admission is made to the board.

Discipline for Students with Disabilities

I. Overview of Procedural Safeguards

- A. General.** Disciplinary actions give students with disabilities extra legal protections when the discipline constitutes a change in placement. If a student violates the Student Code of Conduct, before consequences or punishment are imposed, the principal/designee must consider whether the student:

- Has an IDEA or Section 504 disability; or
- Is a student who is “thought to have a disability.”

While all students may be disciplined, the placement of students with disabilities cannot be “changed” when the offense is directly related to his/her disability or when the IEP or Section 504 plan is not implemented, *except in the case of emergency circumstances (drugs, weapons, significant bodily injury)*. See Section II for more information about emergency circumstances.

- B. Determining Change in Placement.** A change in placement is a legal term that applies to the situations described below. A student’s school suspension that occurred in a LA local education agency (LEA) during the same school year of transfer into another LA LEA “counts” and is added to any additional suspensions in the new school.

1. More than 10 Consecutive Days of Suspension, i.e., Expulsion

Any suspension that is for more than 10 consecutive days is considered to be a change in placement.

2A. More than 10 Total Days of Suspension in One School Year. Option 1

A series of suspensions with days that total more than 10 total school days in a school year is a change in placement.¹ The special education chairperson, with assistance and documentation from the Administration/Disciplinarian, monitors the number of days each student has been suspended. Students with disabilities who have not reached this 10-day threshold may be suspended under the procedures that apply to all students.

2B. More than 10 Total Days of Suspension in One School Year. Option 2

A series of suspensions with days that total more than 10 total school days in a school year may be a change in placement.² The special education chairperson, with assistance and documentation from the Administration/Disciplinarian, monitors the number of days each student has been suspended. Students with disabilities who have not reached this 10-day threshold may be suspended under the procedures that apply to all students.

Factors for Determining Pattern of Suspensions

Substantially Similar Behavior. Is the student’s behavior substantially similar to the behavior for which the student has previously been suspended? (Factors may include same type of behavior, same victim, same class, same day of the week or same time of day, etc.) If the answer is yes, continue with

¹ In-school suspension and suspension from the bus may constitute a suspension to the extent they impact implementation of a student’s IEP. See additional information on the next page.

² In-school suspension and suspension from the bus may constitute a suspension to the extent they impact implementation of a student’s IEP. See additional information on the next page.

the following analysis:

Other Pattern Considerations. Consider such factors as:

- Length of each suspension, e.g., 1 day, 4 days, etc.
- Total cumulative days of suspensions, e.g., 11 days, 20 days, etc.
- Proximity of (time between) suspensions, e.g., 1 week apart, 2 months apart, etc.

A pattern is more likely to exist when the facts in each factor are more extreme, e.g., longer suspension lengths, more cumulative days of suspension and fewer days between each suspension. Also, consider whether the suspensions are: from the same class on a regular basis; on the same day of the week; at the same time of day; for the same activity; involving same staff or other students.

Consistent Decision-Making. Determining whether a pattern exists is very subjective. Thus, school staff should consult with their central administrator to ensure that factors are considered consistently across schools.

The *Determining a Pattern of Suspensions Worksheet*, Appendix A or B should be used to document consideration of this issue whenever a student's suspension has surpassed 10 cumulative days for the year.

3. **Additional Considerations.** The following considerations apply to in-school suspension; a suspension or removal for a portion of the school day; and for suspensions from transportation.
 - a. **In-school Suspension.** An in-school suspension will not be considered as a suspension for the above purposes as long as a student is given the opportunity to continue to: appropriately participate in the general curriculum; receive IEP specified services; and participate with nondisabled children to the extent (s)he would have in the current placement. Any in-school suspension that does not meet this standard must be considered as a suspension for purposes of these procedures.
 - b. **Suspension/Removal for Portion of School Day.** Students sent home from school in the morning because of misconduct is considered to have a full-day suspension. Students sent home in the afternoon is considered to have a half-day suspension. These conditions apply unless the student's BIP specifically calls for the student to receive a shortened school day when certain behaviors are exhibited.
 - c. **Bus Suspension.** The following standards apply based on whether transportation is a related service on the IEP:
 - 1) **Bus Transportation Is IEP Service.** When transportation is an IEP service, a student's removal from the bus is considered to be a suspension **unless** transportation is provided in some other way. In this case, transportation has been determined to be necessary for the student to access educational services.
 - 2) **Bus Transportation Is Not IEP Service.** When transportation is not an IEP service, the student's removal from the bus is NOT considered to be a suspension. In this case the student/parent have the same obligations for the student to get to and from school as any nondisabled peers suspended from the bus. However, school officials should consider

³ Note: The Student Information System allows only the entry of suspension for a full day; half days are not permitted. Thus, there may be a difference between a student's actual total number of suspension days and the total recorded on the System. The student's "actual" full time equivalent days of suspension, however, are relevant to the application of these standards. Schools are strongly encouraged to enter suspension data in "real time."

whether the bus behavior is similar to classroom behavior that IS addressed in an IEP and whether the bus behavior should be addressed in the IEP or through a BIP.

Monitoring Suspensions – Principals must have procedures in place to monitor and cumulatively total all suspensions for students with disabilities.

C. Determining Manifestation Determination & Services.

1. **Manifestation Determination.** Within 10 days of any decision resulting in a change of placement the LEA representative, parent, and relevant members of the child's IEP Team (as determined by the parent and the LEA representative) must meet and determine whether the student's behavior is a manifestation of his/her disability using the Manifestation Determination form. The procedures below are used to make this determination.

a. Making the Decision

1) **Review Relevant Information.** The team participants review all relevant information in the student's file, including the IEP. If the IEP was not implemented, the team documents why it was not implemented and whether the failure to implement the IEP impacted the student's behavior.

2) **Observe Behavior.** The team also reviews documentation of staff observations regarding the student's behavior. This should include an analysis of the student's behavior across settings and times throughout the school day.

3) **Information from Parents.** The team reviews any relevant information provided by the parents.

4) **Ask Two Questions to Determine Manifestation.** The team must consider the two questions below to determine if a student's behavior was manifested by his/her disability.

a) **Relationship of Behavior to Misconduct.** Was the conduct caused by or directly and substantially related to the student's disability?

Consider whether the behavior in question has been consistent and/or has an attenuated association with the disability:

• **Consistent Behavior.** Behavior that has been consistent across settings and across time may meet this standard.

• **Attenuated Association.** Behavior that is not an attenuated association, such as low self-esteem, to the disability would not have a direct and substantial relationship to the student's disability.

b) **IEP Implementation.** Was the conduct a direct result of the school's failure to follow the student's IEP? If so, the principal must ensure that immediate steps are taken so that the identified deficiencies are remedied.

d. **Behavior Is Manifestation of Disability.** If the relevant members of the IEP team answers yes to either question, then the student's behavior is a manifestation of his/her disability. In this case:

- 1) **Return to Placement.** Unless the IEP team agrees to a change of placement as part of the modification of the BIP, the school must return the student to the placement from which (s)he was removed. Note: this provision does not apply to students involved with weapons, drugs or serious bodily injury. (See Section II.)
- 2) **FBA & BIP.** The IEP team must conduct or review a functional behavioral assessment (FBA) and create a behavior intervention plan (BIP) addressing ways that the school can help the student with the conduct at issue. If the student already has a BIP, it must be reviewed and modified to address how the school can better assist the student with the conduct at issue. Note: If the FBA requires a new assessment of student behavior, parental consent is required.

e. Behavior is NOT Manifestation of Disability

- 1) **Same Consequences.** If the IEP team members agree that the student's conduct was not a manifestation of his/her disability, then the student may be subject to the same consequences as all students.⁴
- 2) **Required Services.** A student with a disability who is removed from his/her current placement must receive the following services beginning on the 11th day of *cumulative* suspensions during the school year. The IEP team:
 - a) **Identifies Services.** Identifies and documents educational services the students will receive to enable the student to continue to participate in the general education curriculum, although in another setting (e.g., an interim alternative educational setting (IAES), etc.) and to progress toward meeting the goals set out in the student's IEP; and
 - b) **Develops/Reviews FBA/BIP.** Provides, as appropriate, an FBA and BIP services and modifications, which are designed to address the behavior violation so that it does not recur.
 - c) **Considers Need for More Restrictive Services.** May convene and modify the student's IEP. School personnel may consider any unique circumstances on a case-by-case basis when determining whether a change in placement, consistent with the requirements of this section, is appropriate for a student with a disability who violates a code of student conduct.

II. Weapons, Drugs or Serious Bodily Injury: Emergency Procedures

In circumstances related to a student's use of weapons, drugs or imposition of serious bodily injury, school officials may remove a student for 45 school days by following the procedures below.

A. Criteria for Emergency Removal.

⁴ If a parent disagrees with the team's decision that the behavior was not a manifestation of the student's disability or with the interim alternative educational services or location, the parent may request an expedited due process hearing to challenge this finding. If the Hearing Officer agrees with the parent, the student will remain in the school where the offense was committed unless the parent and the school agree otherwise.

1. **Weapons.** A student carries a weapon to or possesses a weapon at school, on school premises, or to or at a school function under the school's jurisdiction.

A weapon is a device, instrument, material or substance animate or inanimate that is used for or is readily capable of causing death or serious bodily injury (excluding pocket knife with a blade of less than 2 ½ inches in length); firearms, including a starter gun; the frame or receiver of such a weapon; a muffler or silencer; any destructive device including any explosive incendiary or poison gas bombs, grenades, rockets, missiles and mines; does not include antique firearms.

2. **Drugs.** A student knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function under the school's jurisdiction;

A controlled substance is a drug or other substance in the Federal Code that does not include a substance legally used and possessed under the supervision of a licensed health-care professional.

- ✓ Possession of alcohol and tobacco does not fall under "controlled substance." Therefore, the principal cannot move a student to an IAES for possession of these items under this section. Instead, the removal is subject to the procedural safeguards applicable to other types of misconduct.

3. **Serious Bodily Injury.** A student inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of the State or an LEA.⁵

Serious bodily injury involves substantial risk of death; extreme physical pain; protracted and obvious disfigurement; or protracted loss or impairment of the function of a bodily member, organ, or mental faculty.

B. Removal

1. **General.** The school may immediately remove the student for up to 45 school days to an IAES. Because drugs, weapons and serious bodily injury are so dangerous to a safe school climate, a school may remove a student under these circumstances for 45 school days regardless of whether the team believes that the behavior is a manifestation of the student's disability.

The 45 school days do not include those days the school is not in session, e.g., Spring Break. The IEP team may specify a removal for fewer days than the maximum 45 days.

- C. **Action during Removal.** During the 45 school day period, the school must convene a meeting to determine whether the student's behavior is a manifestation of his/her disability. (See Section I.C. above for more information about the manifestation determination process.)

1. **Behavior IS Manifestation of Disability**

- a. **FBA/BIP.** As discussed above, the IEP team must conduct or review an FBA and create a BIP addressing ways that the school can help the student with the conduct at issue. If the student already has a BIP, it must be reviewed and modified to address how the school can better assist the student with the conduct at issue. Note: if the FBA requires a new assessment of student behavior, parental consent is required.

- b. **Reevaluation.** The student may be referred for a reevaluation.

⁵ To comply with the law, a 45 school day emergency removal for serious bodily injury must be extremely serious, i.e., requiring medical treatment.

- c. **More Intensive Services.** The IEP team may meet to consider more intensive special education services upon the expiration of the 45 day IAES or sooner.

2. Behavior is NOT Manifestation of Disability

- a. **Disciplinary Hearing.** If all team members determine that the conduct was not a manifestation of the student's disability, then the 45 school day emergency placement may proceed to a disciplinary proceeding afforded to all students.
- b. **FBA/BIP.** The student must receive, as appropriate, an FBA and BIP services and modifications, which are designed to address the behavior related to the disciplinary violation so that it does not recur.

III. Appeals

A. Reasons for Requesting an Expedited Due process Hearing

- 1. **Parent Disagreement.** Parents who disagree with the appropriateness of the alternative placement or remedial disciplinary setting or services may request an expedited due process hearing.
- 2. **School Considers Student to be Dangerous.** If a school has documented reasons to believe that keeping the student in his/her current school is **substantially likely to result in injury to the student or to others**, the school should request an emergency hearing for the purpose of transferring the student to an IAES for up to 45 school days. *Note: this standard is not as high as serious bodily injury; it does not allow for an immediate 45 school day removal.*

B. Authority of Hearing Officer

- 1. A hearing officer may:
 - a. Return the student to the placement from which the student was removed if the hearing officer determines that the removal did not comply with these procedures or that the student's behavior was a manifestation of the student's disability; or
 - b. Order a change of placement to an IAES for not more than 45 school days if maintaining the current placement of the student is substantially likely to result in injury to the student or to others.
- 2. The school may repeat its request for an expedited hearing if it believes that returning the student to the original placement is substantially likely to result in injury to the student or to others.

C. Expedited Due Process Hearing Procedures.

- 1. An expedited hearing must occur within 20 school days of the date the request is filed. The hearing officer must make a determination within 10 school days after the hearing.
- 2. Unless the parents and school personnel agree in writing to waive the resolution meeting or agree to mediate the dispute:
 - a. A resolution meeting must occur within seven days of receiving notice of the hearing request; and
 - b. The hearing may proceed unless the matter has been resolved to the satisfaction of both parties within 15 days of receipt of the hearing request.
- 3. Evidence not disclosed to the other party three business days before the hearing is excluded, unless the parties agree otherwise.

Expedited due process hearing decisions are appealable to state or federal court.

D. Placement during Appeal of Discipline Decision

1. **Weapons, Drugs or Serious Bodily Injury.** The student remains in the IAES pending the decision of the hearing officer or until the expiration of the 45-day or code violation time period (if less than 45 school days), whichever occurs first, unless the parent and school personnel agree otherwise.
2. **Behavior Not Manifested by the Student's Disability.** The student remains in the IAES pending the decision of the hearing officer or until the expiration of the 45-day or code violation time period (if less than 45 school days), whichever occurs first, unless the parent and school personnel agree otherwise.
3. **Behavior Is Manifested by Student's Disability but Belief Behavior is Substantially Likely to Cause Injury.** The student remains in the placement (s)he was in at the time of the behavior in question unless the parent and school personnel agree otherwise.

IV. Students Without IEPs or Section 504 Plans "Deemed to Have a Disability"

In some cases, a student without a disability will be deemed to have a disability. The criteria for making this determination and the applicable procedures relevant to such a finding are discussed below.

A. Knowledge of suspected disability (Thought to be a student with a disability)

There are certain circumstances that would indicate a school had knowledge that a student might (or is thought to) have a disability prior to the violation of the disciplinary violation. The following three situations give rise to such legal evidence:

1. **Evaluation Requested.** The parent requested an evaluation.
2. **Written Concern.** The parent expressed concern in writing to the student's teacher or school administration about the student's need for special education and related services
3. **Specific Concerns by Staff about Pattern of Behavior.** The student's teacher or other school staff told school supervisory personnel of specific concerns about the student's pattern of behavior.

If any of the three factors above are present, then school officials consider disciplinary action as if the student has a disability.

B. NOT Deemed To Have Knowledge. This provision does not apply if:

1. Parent did not consent to an initial evaluation of the student
2. Parent refused special education and related services for the student **or**
3. The student was evaluated and was determined not to have disability.

If any of these three circumstances exist, the student may be subjected to the same disciplinary measures applied to those without disabilities engaging in similar behaviors.

The US Department of Education's comments to the IDEA states: a public agency will **not** be considered to have a basis of knowledge merely because a child receives services under the coordinated, early intervening services of the IDEA law **UNLESS** a parent or teacher of a child receiving early intervening services expresses a concern, in writing, to appropriate agency personnel that the child may need special education and related services.

C. School Personnel Have No Knowledge and Parent Subsequently Requests an Evaluation

If the parent requests an evaluation for a suspected disability after the student is sent to an IAES, the school must conduct an expedited evaluation at parental request. However, the student remains in placement, including an IAES, during the evaluation. If the student is found to have a disability, an IEP must be developed. The IEP team must then conduct a **manifestation determination**. If the behavior is manifested by the student's disability, the team reconsiders the student's placement in light of the new information

V. Referral to and Action by Law Enforcement and Judicial Authorities

A. Reporting Crimes. Nothing in this part prohibits school personnel from reporting a crime committed by a student with a disability to appropriate authorities or prevents State law enforcement and judicial authorities from exercising their responsibilities with regard to the application of Federal and State law to crimes committed by a student with a disability.

B. Transmittal of Records. School personnel reporting a crime committed by a student with a disability must ensure that copies of the special education and disciplinary records of the student are transmitted for consideration by the appropriate authorities to whom the agency reports the crime. Records must be transmitted only to the extent that the transmission is permitted by the Family Educational Rights and Privacy Act.

VI. Application of Section 504 and ADA

Generally, students with disabilities eligible for services only under Section 504/ADA (i.e., need related and supplementary aids and services only) are entitled to the procedural safeguards specified in this section. An exception to this general rule applies to students with behavior that is not a manifestation of his/her disabilities. In this case, these students are entitled to those services normally available to nondisabled students who are suspended or removed pursuant to the school's *Code of Student Conduct*.

Appendix E: Transportation

1. Appendix E should include a description of the geographical boundary within which the school will provide transportation for enrolled students.

Transportation boundaries to be determined within 30 days of location assignment.

Appendix F: School Location

1. Appendix F should describe where the school will be located.

Kate Middleton School
1407 Virgil St.
Gretna, LA 70053

Appendix G: Collective Bargaining

1. Appendix G should describe whether or not the school plans to enter into a collective bargaining agreement with an employee association.

Young Audiences Charter School will not enter into a collective bargaining agreement with any employee association.