**Orleans Parish School Board**

***Spring 2019***

***Request for Charter School Applications***

Corporate Partnership Addendum

For schools opening in School Year 2020-2021

 **John Brown, Sr.**, District 1

**Ethan Ashley**, District 2

**Sarah Newell Usdin,** District 3

**Leslie Ellison,** District 4

**Benjamin Kleban**, District 5

**Woody Koppel,** District 6

**Nolan Marshall Jr.,** District 7

**Dr. Henderson Lewis, Jr.** Superintendent



Corporate Partnerships – FAQ

Please refer to the following FAQs to learn how Corporate Partnerships between businesses and charter schools interact with existing charter law.

Q: It is understood that this legislation is based on a similar model in Florida. How does that legislation work?

A: The Florida model is called “Charter schools-in-the-workplace” or “workplace charter.” They may be established when a business provides the school facility to be used; enrolls students based upon a lottery that involves all of the children of the employees of the business; and enrolls students according to the racial/ethnic balance reflective of the community or other public schools in the same school district. Any portion of a facility used for a charter school is exempt from ad valorem taxes.

* Florida does not set a dollar or percentage dollar limit on investment in the school
* Florida does not set a percentage enrollment cap

Q: What qualifies as a “major” donation?

A: The law defines this term as “changes that provide significant opportunities for substantial improvement including but not limited to” the following:

* A structural change to the foundation, roof, floor, or interior or exterior walls or extension of an existing facility to increase its floor area
* An extensive alternation of an existing facility, such as a change in its function or purpose, even if such renovation does not include any structural change to the facility
* A donation of hardware, software, Internet access, Internet hardware, enterprise systems, software licenses, smart board technology, or audiovisual equipment

Q: How would a business stay involved in the school?

A: The legislation provides that the business would enter into a Memorandum of Understanding (MOU) with the school for the duration of the enrollment preference that would outline how the business could be involved in providing internships for students, career counseling, academic tutoring, or enrichment activities, among other things. This would allow the business to invest in relevant workforce development for its company as well as ensure for the charter school the continued investment—literal and figurative—in the operations of the school.

Q: If a business provides the use of space rent free, instead of giving an outright donation, couldn’t they just take it away when they wanted?

A: No. The MOU, which would be outlined in the facilities section of the charter application and/or charter amendment, requires that the agreement be for a term no less than the charter school’s agreement to operate. This is typically 5 years.

Q: What if the property or facility was forcibly transferred to another entity because the business went bankrupt?

A: As an issue relevant to any lessor-lessee relationship, this is handled in the Civil Code. Typically, lease agreements rent-free or not, have provisions pertaining to extraordinary circumstances, though it is up to the lessor and lessee to include those provisions. The state Department of Education would work with any charter applicant under corporate partnership to include those provisions in their agreement with their partnering business. Should such extraordinary circumstances come to pass, DOE would also work with the charter operator to mitigate the impact to students.

Q: Can you partner with a pre-existing charter school?

A: Yes.

Q: If a traditional school converted to a charter school, would the students who were previously enrolled lose their spots at the school?

A: No, because the charter school law already stipulates that previously enrolled students in a conversion situation are guaranteed their spots at the new charter school. This law says that the enrollment preference for previously enrolled students trumps the enrollment preference for business employees. That means that a business would either have to enter into a partnership with an under-enrolled school that had seats available or through renovation expand the capacity of the school to add the necessary seats to accommodate the enrollment preference for their employee’s dependents.

Q: Are there restrictions regarding enrollment preference?

A: Louisiana limits the enrollment preference at 50%, allowing for schools to choose up to that amount for the preferred enrollment that they give to businesses. The Louisiana laws pertaining to at-risk students are very specific, because the enrollment preference is capped at 50%, Louisiana applies the at-risk provisions to the other non-preferred enrollment (applying the at-risk provisions to the dependents of businesses’ employees de facto applies the at-risk provisions to the businesses’ workforce, which is an imposition on the business’ right to hire). Charter schools in Louisiana must have an at-risk population representative of the school-age population of the parish in which it is located.

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## Corporate Partnerships Addendum

***If your school intends to participate in a corporate partnership in accordance with LA R.S. 17:3991 please complete this addendum. In order for a business to be considered a school’s Corporate Partner, it must individually, or as part of a consortium of businesses, donate one or more of the following to the school in an amount equivalent to at least 50% of the per pupil allocation: land, building space, renovations to existing school building, and/or technology. Complete this section only if your application proposes such a school. 15 page limit***

### Corporate Partnership Formation

1. Explain how and why the corporate partnership was developed.
2. Describe the nature of any donation(s), regardless of type that the corporate partner will make to the charter school and how they meet the requirements laid out in RS: 17 3991.1.

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

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### Corporate Partner Track Record

1. Explain the corporate partner’s past experience, if any, in serving student populations similar to the target population of the school, including any educational programming offered by the organization.
2. Provide, as **Attachment CP-1**, the most recent annual report of the corporate partner.
3. Nonprofit organizations:
	1. Provide, as **Attachment CP-2** your most recent audited financial statements; and
	2. Discuss any material audit findings for your organization or any school that you operate.
	--OR—

For-profit organizations:

1. Provide as **Attachment CP-2** your most recent financial statements to be reviewed confidentially; and
2. Discuss any material audit findings for your organization or any school that you operate.

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

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### Legal Relationships

1. Discuss any potential conflicts of interest between the corporate partner and the school.
2. Provide, as **Attachment CP-3**, the draft Memorandum of Understanding (MOU) between the board and the corporate partner, as well as the approved minutes of the board meeting at which the draft MOU was accepted by both the corporate partner and the board of the proposed school.
3. Explain the process for the required annual renewal of the corporate partner MOU. Describe the conditions that both the corporate partner and the school must satisfy for the MOU to be renewed. Describe the procedures for determining whether the MOU will be renewed. On what grounds can the corporate partner or the board terminate the MOU for cause (including provisions for notice to the other party)? What are any conditions under which either party may terminate the MOU without cause? List any indemnification provisions in the event of default or breach by either party.

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

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### Organizational Structure

1. Describe the methods by which the corporate partner will support the charter school, including but not limited to any internships for students, career counseling, academic tutoring, or enrichment activities.
2. Describe the plan for the operation of the school in the case that the MOU is terminated or not renewed.
3. Specifically describe any proposed enrollment set-asides for this corporate partner. (These enrollment set-asides must align with provisions of and requirements of the enrollment process and are subject to separate approval)

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

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### Attachments

1. Attachment CP-1: Annual Report (most recent)
2. Attachment CP-2: Audited Financial Statements (most recent)
3. Attachment CP-3: Draft MOU between the Nonprofit board and corporate partner