



ÉLAN ACADEMY

www.ElanAcademy.org
(504) 475-7454

June 1, 2018

Taina Knox, Executive Director, Equity in LEA
Orleans Parish School Board
3520 General DeGaulle Dr.
New Orleans, LA 70114

Re: OPSB 2018-19 Local Education Agency Agreement – Elan Academy

Dear Ms. Knox:

Attached please find two executed originals of the OPSB 2018-19 Local Education Agency Agreement between the Orleans Parish School Board and Elan Academy.

I would ask that you provide me with an executed copy upon your office's receipt and execution of same.

Please call me should you have any questions or concerns.

With kind regards, I remain

Very truly yours,


DARREN A. PATIN

DAP/sc
Enclosure

Cc: Melanie Askew (Via Email: maskew@elanacademy.org)
Dan Willeman (Via Email: boardvicechair@elanacademy.org)

**LOCAL EDUCATIONAL AGENCY AGREEMENT
BETWEEN
ÉLAN ACADEMY, INC.
AND
THE ORLEANS PARISH SCHOOL BOARD**

This Local Educational Agency Agreement (“Agreement”) is entered into by and between the ORLEANS PARISH SCHOOL BOARD, a political subdivision of the State of Louisiana, herein represented by John Brown Sr., its President, duly authorized (“Authorizer” or “OPSB”), located at 3520 General de Gaulle Drive, Suite 5055, New Orleans, Louisiana 70114 and ÉLAN ACADEMY, INC., a Louisiana Non-profit Corporation (hereinafter “Charter Operator”), herein represented by Darren Patin, duly authorized, located at 709 Park Blvd., New Orleans, Louisiana 70114 on behalf of Élan Academy Charter School (hereinafter “Charter School”). Authorizer and Charter Operator are each referred to singularly as “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, on May 17, 2016, OPSB approved the granting of a Type 1 charter to Élan Academy Charter School, effective July 1, 2017; and

WHEREAS, pursuant to La. R.S. § 17:3995, OPSB shall remain the local education agency (LEA) for any Type 1, 3, or 4 charter school, unless the charter school is authorized to act as its own LEA; and

WHEREAS, Charter School has opted to not seek authorization to act as its own LEA, and shall thus remain in OPSB’s LEA;

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained herein, the Parties agree as follows:

1. General Terms.

1.1. **Term.** The term of this Local Educational Agency Agreement shall be one year, commencing on July 1, 2018, and expiring on June 30, 2019, or upon termination of the Charter School’s Operating Agreement, unless otherwise terminated or extended pursuant to the terms hereof.

2. OPSB Obligations.

2.1. OPSB shall be considered the local education agency for all funding purposes and statutory definitions and shall be held solely responsible for all applicable federal, state, or local laws or regulations related to the school’s LEA status.

2.2. OPSB shall perform the following tasks on behalf of the Charter School:

- 2.2.1. Apply for federal and state funds on behalf of school and distribute funds to Charter School;
- 2.2.2. Provide fiscal and programmatic monitoring of school's use of funds to ensure compliance;
- 2.2.3. Process grants and monitor grant budgets;
- 2.2.4. Provide guidance for homeless children and youth services under McKinney Vento;
- 2.2.5. Provide support and technical assistance to assist and build the capacity of Charter School in parent involvement coordination;
- 2.2.6. Respond to all federal and state complaints against the LEA;
- 2.2.7. Support with Compass evaluation requirements and the database and curriculum verification and results reporting ("CVRR");
- 2.2.8. Ensure that a full continuum of supports and/or alternative placements are made available to meet the needs of children with disabilities for special education and related services;
- 2.2.9. Student identification and evaluation with a multi-disciplinary team (Child Find)
- 2.2.10. Specific services required by student Individual Education Plans (IEP): speech pathology, audiology, occupational therapy, physical therapy, orientation and mobility, interpreting services (sign language), services for sensorially impaired students;
- 2.2.11. Provide special education monitoring and compliance support for students with disabilities as required by state and federal agencies;
- 2.2.12. Provide professional development on crisis prevention intervention (CPI), response to intervention (RTI), SAT, Section 504 plans, and special education related compliance for students with disabilities;
- 2.2.13. Provide training and related technical assistance related to the Southern Poverty Law Center consent judgment signed on March 25, 2015;
- 2.2.14. Respond to all federal and state complaints against the LEA;
- 2.2.15. Manage distribution of secure test materials;
- 2.2.16. Manage data certification data portal for personally identifiable student information;
- 2.2.17. Provide training and support for error management in data certification;
- 2.2.18. Ensure submission of school data to the Louisiana Department of Education;
- 2.2.19. Maintain the PowerSchool Student Information System (SIS); and

2.2.20. Review and oversee Charter School budget and financial reports and report the same to state entities.

2.3. Performance of the tasks referenced in Section 2.2 herein is contingent upon federal and state distribution of funds. Because the funds allocated by the federal and state government are insufficient for OPSB to perform said tasks for the 2017-2018 fiscal year, OPSB shall charge Charter School an amount not to exceed 5.0% of Charter School's state and local Minimum Foundation Program ("MFP") funds. Should an itemized accounting demonstrate that OPSB has not utilized the entire amount collected for the performance of the tasks referenced in Section 2.2, OPSB shall reimburse Charter School the unused amounts. Charter School shall be invoiced bi-annually for the continued provision of the services. No liability shall accrue to OPSB in the event this provision is exercised. OPSB shall not be obligated or liable for any future payments or for any damages as a result of OPSB exercising this provision. In no instance shall OPSB subsidize the cost of Charter Operator's financial obligations beyond the state and federal funding allocated to Charter Operator for such obligations.

2.3.1. In addition to any bi-annual invoices, OPSB shall notify Charter School of any delinquent amounts on a bi-annual basis. In the event that Charter School shall fail to pay any sums owed to OPSB pursuant to Section 2.3 herein within ninety (90) days from the date that payment shall be due, OPSB is hereby authorized to withhold the delinquent amount from any "MFP" funds due to Charter School under the Operating Agreement.

3. Charter School Obligations.

3.1. Charter School shall comply with all applicable federal, state, and local laws and regulations. This Agreement does not negate or eliminate any obligations Charter School or OPSB has pursuant to the Operating Agreement in effect between the parties.

3.2. Charter School shall provide OPSB with any and all information necessary to respond to any federal and state complaints and investigations.

3.3. Charter School shall perform the following activities:

3.3.1. Provide training and system configuration support related to the SIS;

3.3.2. Ensure student and educator data coordination and submission to OPSB (Personnel Education Plans (PEP), enrollment, grades, testing, etc.) through OPSB's SIS;

3.3.3. Perform test administration and monitoring;

3.3.4. Provide technical assistance with federal/state databases;

3.3.5. Review all teacher credentialing applications;

3.3.6. Conduct training, configuration and setup of Compass and CVRR databases and manage school level functions within databases;

- 3.3.7. Provide training and certification of interpreters and provide interpretation and translation services to students and families at the school who are limited English proficient as well as for documents in need of translation;
 - 3.3.8. Build and support master schedule and remediation plans, including transitional 9th grade;
 - 3.3.9. Implement OPSB guidance related to the identification, monitoring, and support of homeless children and youth;
 - 3.3.10. Implement OPSB guidance related to parent involvement activities;
 - 3.3.11. Provide direct and related special education services required by student IEPs, regardless of location;
 - 3.3.12. Provide special education training and support and transition assistance not provided for in Section 2.2
 - 3.3.13. Respond to all federal and state complaints against Charter School
 - 3.3.14. Provide any and all services, training, and support not specifically enumerated under Section 2.2 of this Agreement.
- 3.4. Charter School shall comply with OPSB's Pupil Progression Plan, developed consistent with Louisiana Bulletins 1566, 741 and 1706, unless expressly amended by this Agreement. The Parties agree that Charter School shall be permitted to include a representative in the preparation of OPSB's Pupil Progression Plan and to submit and implement school specific exceptions to the Pupil Progression Plan, as long as such exceptions are not contrary to state or federal laws and regulations.
- 3.5. Charter School shall maintain effective control and accountability of all federal grant and sub-grant cash, real and personal property, and other assets obtained with federal funds. Charter School shall maintain an inventory of said assets acquired in whole or in part with federal funds and shall take all necessary precautions to safeguard said assets.
- 3.6. Charter School shall cooperate with OPSB as necessary for OPSB to respond to a complaint pursuant to Section 2.2.14 of this Agreement if said complaint also names Charter School and/or the complaint arises from an alleged act or omission of Charter School.

4. Finance.

- 4.1. **Title I Funding.** OPSB may apply for and receive federal Title I funds under the Elementary and Secondary Education Act (ESEA). If Charter School receives federal Title I funds under the ESEA, it must meet all applicable requirements under Title I, including, but not limited to, participating in public school choice (and any related set asides), comparability requirements, and teacher credentialing.

- 4.1.1. Charter School shall comply with any actions mandated by OPSB in order to meet comparability requirements.
 - 4.2. **IDEA Funding.** OPSB shall retain and manage IDEA funds generated by the school's student population designated for the purpose of equitable delivery of services to eligible students that are not attending public schools to meet the "excess cost" provision of services to students with disabilities.
 - 4.3. OPSB shall calculate the projected cost of services referenced in this Agreement for the subsequent school year (beginning July 1) and notify Charter School of said projection no later than February 15. OPSB may provide updated cost projections to Charter School by August 1 of the school year to assist Charter School in its financial planning.
 - 4.4. **Additional Funds.** Pursuant to La. R.S. § 17:3995(C), and subject to the limitations of this section, Charter School shall be eligible to seek and receive any state, federal, or other 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, teachers 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. OPSB shall work cooperatively with Charter School to secure and maximize any and all state and federal funds for which Charter School may be eligible.
 - 4.4.1. OPSB shall withhold an administrative fee from any grant proceeds to subsidize the cost of processing and administering the grants.
 - 4.5. **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 thirty (30) days of receipt of a complete and accurate reimbursement request from Charter School. Charter School shall submit reimbursement requests in accordance with the LEA Obligations Timeline established by OPSB. Further, in accordance with La. R.S. § 17:3995(A)(5), within fifteen (15) 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. **Monitoring and Oversight.** Charter Operator acknowledges that OPSB shall have the duty, obligation, and authority to monitor and oversee Charter School's compliance with its obligations under this Agreement and to enforce corrective actions and interventions should Charter School fail to provide services in accordance with applicable law or policy.
 - 5.1. OPSB's authority to enforce corrective actions shall include, but not be limited to, the ability to utilize Title I or IDEA funds to provide services and/or compel a change in services.

- 5.2. Authorizer shall oversee procedural compliance with federal and state law and regulations concerning the education of students with disabilities.
- 5.3. Charter School shall promptly report to OPSB any and all complaints relating to special education, Section 504, or the ADA lodged with any and all state or federal agencies.
- 5.4. OPSB shall participate in IEP Team decisions when an alternative placement of a student may be considered.

6. Indemnification.

- 6.1. Charter Operator shall indemnify OPSB for any costs, attorney fees, and/or financial penalties imposed on OPSB arising out of actions or omissions of Charter Operator or Charter School relating to special education.
- 6.2. OPSB shall indemnify Charter Operator and for any costs, attorney fees, and/or financial penalties imposed on Charter Operator or Charter School arising out of actions or omissions of OPSB relating to special education.

7. **Dispute Resolution.** In the event of a dispute between Charter Operator and OPSB regarding the terms of this Agreement or any other issue regarding the relationship between Charter Operator and OPSB, the Parties shall notify the other, in writing, of the specific disputed issue(s). The Parties shall submit all disputes to mediation in New Orleans, Louisiana with a mediator jointly selected by the Parties. The Parties will make a good faith attempt to resolve the disputed issue(s) in mediation. If the dispute is not resolved, for any reason, through mediation within forty-five (45) days of written notification of the dispute, or other agreed upon time frame, the Parties may proceed to pursue any and all legal remedies related to the disputed issue to which they may be entitled.

8. **Waiver.** The failure of either Party to insist on strict performance of any term or condition of this 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.

9. **Non-assignability.** No right or interest in this Agreement shall be assigned by anyone on behalf of Charter School, without prior written approval of OPSB. A violation of this provision shall be grounds for immediate proceedings for termination of this Agreement and revocation of Charter.

10. **Modification of Agreement.** The Parties recognize that amendments to this Agreement may be approved from time to time hereafter. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

11. **Venue.** The Parties agree that the Civil District Court for the Parish of Orleans, State of Louisiana, and the United States District Court, Eastern District of Louisiana, shall be the exclusive venues for any suit, action, or proceeding pertaining to this Operating Agreement.

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

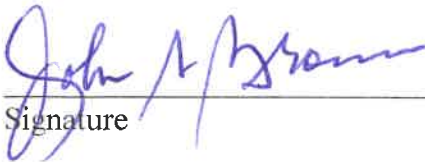
13. **Third Parties.** The enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to OPSB and Charter Operator. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any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

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

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

ORLEANS PARISH SCHOOL BOARD

ÉLAN ACADEMY, INC.



Signature



Signature

Print Name: John A. Brown, Sr.

Print Name: Dawn Patis

Title: President

Title: Borno Chase

Date: 6-29-18

Date: 6/1/18