

POSTED INSCHOOLS

Landry-Walker principal, other administrators, suspended with pay amid cheating probe

by MARTA JEWSON FEBRUARY 15, 2016

Longtime Landry-Walker High School principal Mary Laurie is among the school administrators placed on paid administrative leave amid a cheating investigation, the Algiers Charter Schools Association announced Monday.



The six-school network conducted an internal investigation after allegations of testing impropriety at the high school in the 2013-14 school year. The investigation revealed inconsistencies in students' class grades compared to state test scores, and the school's performance plummeted the following year after more testing monitors were placed at the high school, Nola.com reported last week.

I'm not interested

Along with Laurie, Assistant Principal Taisha Williams-Payne, Assistant Principal Brian Gibson, and teacher and former test coordinator Trayvonnia Duhe have all been placed on paid administrative leave. Laurie is the longtime principal of O. Perry Walker High School and kept her leadership role when Walker merged with L. B. Landry High School. In 2012-13, the year before the schools merged, Landry got an F on the state's report card and Walker had a B.

The administrative moves come just weeks after a less-than-clear shakeup at the network level, when the board fired its CEO Adrian Morgan days after publicly tapping network elementary principal Rene Lewis-Carter as interim CEO.

The network released a statement Monday:

“ACSA takes allegations of testing impropriety seriously. After allegations arose, trustees of ACSA launched a self-imposed, internal investigation. Preventative measures were put in place in order to preserve the integrity of Landry-Walker's testing and educational environment. These measures continue today and are integral to ACSA's standard operating procedures network-wide. Currently, in concert with the Louisiana Inspector General

and Department of Education, ACSA is continuing its investigation and remains committed to the best testing practices.”

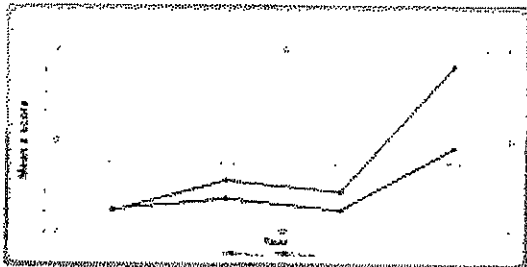
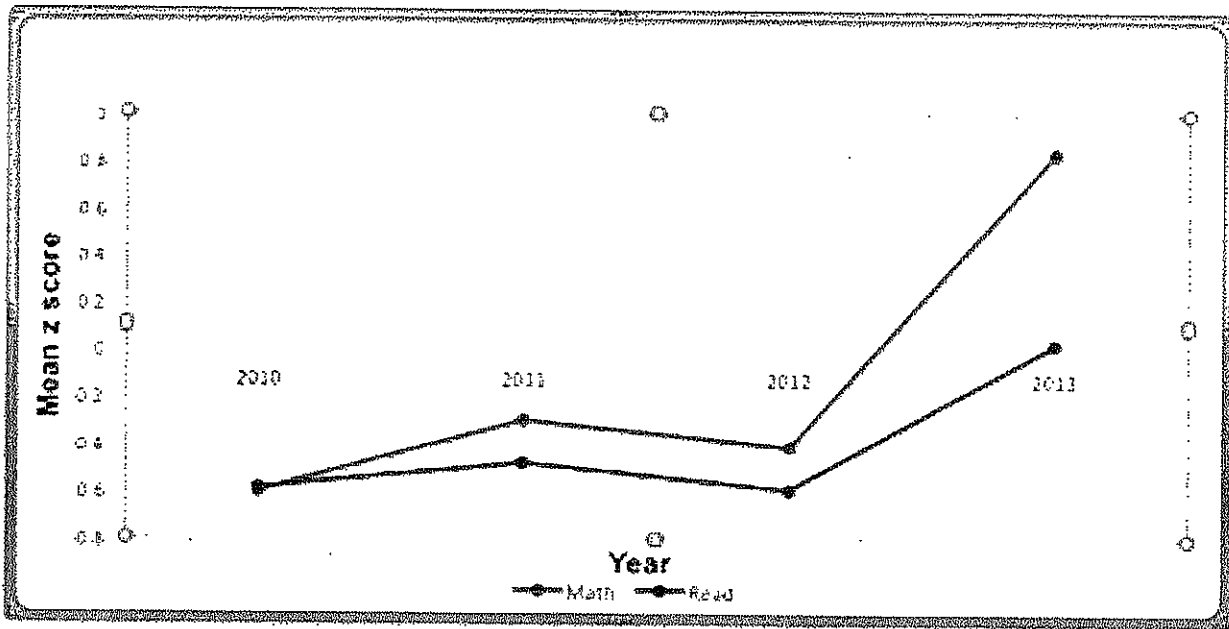
Lewis-Carter said the decision was difficult from both a professional and personal standpoint. She and Laurie had served as network principals together for years.

“Because the alleged testing improprieties occurred under their leadership, this decision underscores the serious nature of testing,” Lewis-Carter said. “Such behavior directly affects the stability of our education system and the welfare of our students.”

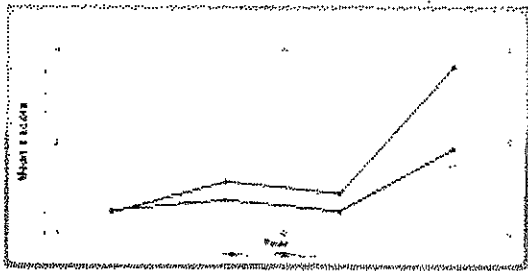
The network plans to announce an interim principal for the high school soon.

New Orleans high school Landry-Walker's sky-high test scores plunged after cheating probe

- Danielle Dreilinger
- PUBLISHED FEB 11, 2016 AT 1:43 AM | UPDATED JUL 19, 2019 AT 9:47 AM



PLAINTIFF'S
EXHIBIT
"18"



Landry-Walker High School's 2013-14 test results were so amazing that some New Orleans education insiders doubted they were valid. More students at Landry-Walker than at Lusher Charter, a selective-admissions school, aced geometry. In biology, the school was fourth-best in the city.

Skeptical of the numbers, the school's parent organization, the Algiers Charter School Association, launched a 16-month investigation -- without telling Landry-Walker's principal -- into what some feared could be widespread, teacher-enabled cheating. The association undertook a detailed analysis of student performance, hired outside lawyers and, for the spring 2015 round of testing, placed independent monitors in every single examination room at its flagship school, according to internal documents.

When the 2014-15 test results came back, Landry-Walker's scores fell off a cliff. The percentage of students getting top marks in geometry fell by 51 points.

Landry-Walker's principal, Mary Laurie, remains on the job. But the association fired its chief executive, Adrian Morgan, eight months after the plummeting scores came back. And the Louisiana Department of Education has referred Landry-Walker High's 2013-14 test scores to the state inspector general's office to investigate.

Morgan would not comment for this story. He took a lawyer to a Jan. 22 charter board meeting and appeared to be negotiating a severance package.

The internal investigation is described at length in documents that NOLA.com | The Times-Picayune obtained from an Algiers Charter School Association employee. Among other findings, the documents show:

- Major discrepancies between the high 2013-14 test scores and other academic results for that year

The documents contain no recommendations about personnel action. Still, they raise serious concerns about a school led by one of New Orleans' most revered principals.

A veteran educator, Laurie lost two of her own children to gun violence, and her dedication to students has been unquestioned. NOLA.com | The Times-Picayune has praised her

work many times. Before Hurricane Katrina, William Guste Elementary students flourished so under Laurie's watch that the central office reassigned her to turn around a failing elementary. Since the storm, she has focused on creating a nurturing, traditional-feeling high school that's active around the clock to help students improve their lives.

Requests to the charter association to interview Laurie, Morgan's interim replacement or the Landry-Walker test coordinator at the time were rebuffed. The network instead provided this statement Thursday (Feb. 4) from board chair John Edwards:

"Algiers Charter School Association (ACSA) takes allegations of testing improprieties seriously. As such, trustees of ACSA launched an internal investigation last year after allegations arose, the results of which were inconclusive. Nevertheless, preventative measures were put in place in order to preserve the integrity of Landry-Walker's testing and educational environment."

The tests, and why they matter

All Louisiana public school students take six subject-matter tests, called "end-of-course" exams, in algebra, biology, English II, English III, geometry and U.S. history. There are four possible scores: excellent, good, fair and needs improvement. Students

take the exams on a computer, through a secure browser that freezes the rest of the machine and doesn't let them access search engines through which they could research the questions and answers.

These tests have high stakes for schools and students. Students must pass at least three of the six end-of-course exams to graduate, including one mathematics and one English exam. Their scores make up one quarter of a high school's annual performance score. They affect teacher performance evaluations. And charter schools are periodically reevaluated and must close if they don't make the grade.

Landry-Walker's 2013-14 scores did not immediately matter for its charter contract. In December 2013, before the tests were completed, the Department of Education gave the new school a 10-year charter based on O. Perry Walker High's test scores the previous year, before its merger with L.B. Landry High.

Students support Landry-Walker merger

Nonetheless, the 2013-14 geometry results were extraordinary: 78 percent of the students at the open-enrollment school scored excellent, second in New Orleans only to selective Ben Franklin High.

In biology, the figure that raised eyebrows was the combined percentage of students who scored excellent or good: 78 percent, fourth best in New Orleans. Students may pass an exam with a fair result, but schools earn points only for good and excellent scores. Only 8 percent scored "needs improvement," tantamount to failing.

The performance was especially noteworthy given that the year before the merger, Landry received an F grade. The Algiers Charter School Association could not determine how many of the 2013-14 test-takers came from Landry and how many had attended B-graded Walker, according to the documents.

The geometry results were so striking that a leading U.S. charter school researcher flagged state Education Superintendent John White about them. Margaret Raymond of the Center for Research on Education Outcomes at Stanford University tracked 83 Landry-Walker students back four years and saw an enormous spike in mathematics in 2013-14, with a smaller but still noticeable spike in reading.

"We noticed academic performance in one of the turnaround schools that far exceeds anything we have seen from any school in any period of operation," she wrote White in July. "I want to point

this out to you in the unlikely event that you are not already aware of the situation."

Raymond copied the letter to a Stanford senior attorney, including this graph of how the 83 students' scores shot up in math and reading that year:

Inexplicable and improbable test scores don't prove that educators did anything wrong, said Steve Addicott of Caveon, a test security company that does not work with the Louisiana Department of Education. But "because you can't prove cheating doesn't mean that you have to trust that score is valid," he said. Some states invalidate scores because "the result is so anomalous and so outside what regular test-taking looks like, that we can't trust it. We can't use it to make any important decisions," he said.

Even taking tests on a computer is not "the ultimate panacea," Addicott said. "Nationwide, there's a lot of shenanigans."

There's a large window of time in which students may take online tests, for example. Addicott said teachers can look at the tests early, then make study guides with live questions. In addition, they can walk around the room and point to the correct answer on the student's computer screen. And they can simply close the

classroom door, stop the testing and say, "Let's refresh our knowledge of this topic."

Investigations and privacy

In 2013-14, Landry-Walker invalidated six students' tests, all but one for plagiarism. That's a problem that testing companies can flag automatically. It followed a history at O. Perry Walker High of similar problems: The school had to void 26 tests over four years, mostly for plagiarism.

More troubling to test security experts are systematic efforts to cheat, aided or directed by faculty and administrators. And since the Louisiana Recovery School District took over most of the public schools in New Orleans, some people have questioned the state Education Department's commitment to catching or investigating widespread falsification of the scores. These scores are among the results that Education Superintendent John White and others hail as a sign that the state takeover worked.

At two elementary schools, big test score changes and big questions

Education Department spokesman Ken Pastorick denied charges of inattention, saying "The Louisiana Department of Education takes test security very seriously and utilizes a variety of methods

and tools to ensure secure assessments." The department sent its own spot monitors to Landry-Walker this past spring and fall, he said. It had not previously done so.

When individual schools in Louisiana learn of slips in test security, they are supposed to report the irregularities to the state. If cheating is alleged, the school's parent system must investigate. Louisiana Recovery School District charters such as Landry-Walker are considered stand-alone systems under the law, so their charter group - the Algiers Charter School Association, in this case -- investigates.

Morgan himself, the association's chief executive, raised a red flag about Landry-Walker in a September 2014 email to chief operating officer Tess Bradford and board members Colin Brooks and D'Juan Hernandez. He even mentioned the dreaded "A" word: Atlanta, site of a notorious cheating scandal that resulted in the criminal indictment of 35 teachers and the city's school superintendent.

That month, the Algiers Charter School Association took action. It hired the Stone Pigman law firm for an unusually thorough and clearly expensive investigation, according to association documents. The test monitors' reports alone run to more than 700 pages. The lead lawyer would charge \$250 per hour and a second

lawyer \$225, according to a December 2014 letter from Stone Pigman to Morgan confirming the investigation.

But from the start, the association sought to keep the investigation private. It's not clear from the documents even whether the entire board of directors knew; only Brooks and Hernandez are named in emails obtained by NOLA.com | The Times-Picayune.

Brooks and Morgan agreed at the start that their goal would be internal adjustments, not punishment. "Atlanta was about trying to find culprits and sending people to jail. I think our goal needs to be making sure this doesn't happen again," Morgan wrote on Sept. 18, 2014.

The documents are laced with phrases that could shield them from a public records request, asserting they were privileged communication between an attorney and client. For instance, an initial data review is labeled "In response to a request for information pending legal advice, after retention of counsel."

Interrogating the numbers

The first project of the investigation was a comprehensive data analysis by Algiers Charter staff. The report, dated Dec. 19, 2014, begins on a cheerful note, detailing Landry-Walker's dedicated

teachers, high expectations and "remediation-intense curriculum," including intersession classes, tutoring, Saturday school and summer school.

Some of the initial analyses looked benign. The biology and geometry classes' improvements from 2013 to 2014 were not worthy of note when compared to statewide performance, staff wrote. True, some students who made extremely low grades during the geometry course aced the final exam, but most had struggled with attendance. Also, students tended to perform consistently on different subject exams in the same year. "While the tests clearly assess different skills, we feel that high performance on the EOC tests demonstrates the students' dedication to their own academic success," the report states.

But some discomfiting discrepancies rapidly arose. In biology, for example, 52 of the 257 students who scored good or excellent on the state exam had made a D or F in the class itself, and the anomaly could not be explained by poor attendance. "Their performance on the tests and projects they did complete did not convey a deep enough understanding of the coursework to earn good or excellent on the EOC test," the report says.

Also throwing into question the great state exam results were lousy scores on the ACT Explore test, especially in math. Only 6 of

129 students met the Explore college-going mark of 18 on a 25-point scale. Yet 101 students who did not meet that mark scored "excellent" on the state exam the following year. They included 18 students who scored 10 points or below on the Explore test.

Looking at Landry-Walker more generally, the report examined TOPS, the Louisiana college scholarship program for students who meet academic requirements. Although the school received a B on its state report card for 2013-14, only 13 percent of the Class of 2014 met the bar for any kind of TOPS, even the two-year technical school scholarship that requires only a 17 on the 36-point ACT and a 2.5 grade-point average. One year later, only 12 percent of the Class of 2015 qualified for TOPS.

After the initial data analysis was complete, lawyers and Algiers central office staff met for months, often for two or three hours at a time, according to the documents. The team arranged interviews with "people who have made comments (hearsay or otherwise) about cheating," special education teachers who had been in the testing room, students who had low class grades but high exam scores and students who had plagiarized. They planned to conduct background checks on the previous year's biology and geometry teachers. They researched one teacher's records "to determine if there were students who were absent on test days, yet had an EOC score."

For the spring 2014 testing, new security instructions were given. It was already a violation of state law for a class' regular teacher to administer the end-of-course exam; having an English teacher proctor an algebra exam, for example, reduces the likelihood that the teacher will aid in cheating. Morgan stressed the instructions in an April 17 email to two Stone Pigman lawyers, chief operating officer Bradford and data/strategy director Jane Patton.

"Teachers of record will *not* serve as test administrators for the classes that they teach," he said.

And in perhaps the most drastic security change, the investigators planned to monitor every single Landry-Walker testing room over the entire spring exam period. The central office staff was too small to have done any comprehensive monitoring before, but for 2014-15, the inquiry team hired and trained investigators from Next Generation Investigation Services.

If anyone at Landry-Walker asked, Morgan wrote, the investigators were to "identify themselves as outside monitors. No more, no less."

What the monitors saw

Landry-Walker's testing season got off to a particularly difficult start, with a severe thunderstorm and the murder of student

Herbert Tennessee in the Irish Channel. Exams were interrupted May 8 by his funeral, the documents say.

Most of the investigator reports from the testing sessions detail scattered, minor problems, if any. A mobile phone rang in the test room. A teacher failed to collect scratch paper a student threw away. Still, the teachers seemed edgy and uncomfortable, an investigator wrote.

Algiers Charter School Association staff, however, noted "continued security concerns throughout the entire testing windows," according to an Aug. 11 email from Patton. Among them:

- Landry-Walker's test coordinator, Trayvonnia Duhe, repeatedly changed the students' testing schedules, making it hard for the outside investigators to keep track of who was in the room

The central office team raised concerns about the students as well as the teachers. "Students did not seem familiar with what the test was and what it meant," a staffer wrote. Some asked, "Is this going to be part of my grade?" "What is this test again?" and other indications of a complete lack of seriousness or concern around the exam." Furthermore, students "were not encouraged to study, (and) they were given no workbooks or material to review even the night before, much less in the weeks/months before the test."

Test security lapses increase in Louisiana, indicating possible cheating

The independent investigators, too, noticed many signs of student disengagement. Notably, some students slept through the test.

One student managed to plagiarize anyway, copying and pasting several paragraphs from a website into her U.S. history exam even though her computer should have been frozen by the secure browser.

That student wasn't disengaged: She was distressed, an investigator wrote on May 7. Ten minutes into the testing session, the girl started to cry. The proctor, a teacher, got her some tissues and told the investigator the "student failed this test last time by a small margin," according to the investigator's report. The girl asked whether she could just leave; for 20 minutes, she sat and stared. The teacher finally took her outside to give what looked like a pep talk. After an hour and a half, the girl finished the test.

Most troubling was an incident on May 19, when a biology test administrator left the room, which is against the rules. The students started talking, and an investigator took notes: "A student currently taking the test mentioned something about copying and pasting and being able to log in at home and take the

EOC," he wrote. "The students started to talk about how bad their grades were."

Follow-up

End-of-course scores come back quickly, as the summer begins. For 2014-15, Ben Franklin's scores were again stellar, even ticking up in geometry. At Landry-Walker, things were bad.

Only 27 percent of Landry-Walker students scored "excellent" in geometry this time, a 51-point drop from a year earlier. In biology, only 46 percent scored "good" or "excellent," a 30-point drop. In each subject, 20 percent of the students failed.

The lawyers prepared a findings report from the investigation and a list of recommendations, according to a June 25 email from Stone Pigman lawyer Peter Thomson to Morgan and the Stone Pigman assistant lawyer Ashley Heilprin. The findings are not in the documents obtained by NOLA.com | The Times-Picayune. There is, however, a list of recommendations with no sign of authorship:

- Give tests throughout the year that "mimic" the end-of-course exam "to help flag situations where a student scores unusually high relative to his or her classroom performance"

There were no recommendations about staffing changes.

As the 2015-16 academic year began this past August, the Algiers Charter School Association drafted a new testing policy. It required everyone involved in testing to sign an oath promising to uphold ethical practices and to file a report on any problems they see -- "when in doubt, fill it out." It disallowed interfering with students' answers, hinting correct answers, reading the test questions and having a mobile phone in the test room. The central office would provide monitors to observe exams, take notes, interview proctors and investigate all alleged problems, reporting the results of investigations to the state.

By the time the draft policy was written in mid-August, however, the central office knew the worst. On the morning of the academic committee meeting, staffers calculated Landry-Walker's expected letter grade from the intensely monitored 2014-15 testing, the graduation rate and ACT results, and saw it would fall from a B to a low D.

When the state published the report cards in October, Landry-Walker's decline was the worst in New Orleans. Three months later, the board fired Morgan.

G ii

Runell King <runell.king@newbeginningsnola.net>

Fwd: Student's Grade

Kimberly Owens <kimberly.owens@newbeginningsnola.net>
To: Runell King <runell.king@newbeginningsnola.net>

Fri, Feb 1, 2019 at 1:38 PM

----- Forwarded message -----

From: **Taisha Payne** <taisha.payne@newbeginningsnola.net>
Date: Tue, Jan 29, 2019 at 9:11 AM
Subject: Re: Student's Grade
To: **Kimberly Owens** <kimberly.owens@newbeginningsnola.net>

Ms. Owens, due to a weighting issue in PowerSchool, students grades had to be recalibrated. Please see the list below for Algebra III students who's grades have been adjusted.

| LAST NAME | FIRST NAME | SUBJECT | GRADE |
|------------|------------|-------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| Jordan | Elijah | Algebra III | D |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| Gaines | Jermiah | Algebra III | D |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| Ross | John | Algebra III | D |

Students All originally had F's on Q2 Report Card

On Mon, Jan 28, 2019 at 1:21 PM Kimberly Owens <kimberly.owens@newbeginningsnola.net> wrote:
Good afternoon,

I have been approached by several student's stating that their final grades have been changed and they no longer have a failing grade in a course from the Fall semester. This is problematic as I have changed student's schedules to enroll them into GradPoint so that they may remediate the failing course and am unaware that any grade adjustments have been made. Please advise as to which students grades were affected so that I may again change their schedules.

Exhibit



statements



Runell J. King, Ph.D.
Director of Data, Assessment, & Accountability
6026 Paris Avenue
New Orleans, LA 70120
Office of the CEO

February 3, 2019

Mr. Michael Washington
Human Resource Director
5800 St. Roch Street
New Orleans, LA 70122

Dear Mr. Washington,

The purpose of this communication is to provide a detailed overview of the conversation that I held with Principal Brian Gibson on February 1, 2019 at approximately 3:05pm. Prior to calling Mr. Gibson, using Ms. Blouin-Williams' cell phone, I spoke with my immediate supervisor CEO-Ms. Blouin-Williams so that she would be informed of the situation. When speaking with Mr. Gibson, I communicated to him the noted grade changes identified by John F. Kennedy Data Manager Ms. Rachel Banks, which I reviewed with Ms. Banks and affirmed the changes in the PowerSchool Historical Grades system. In a routinely scheduled 1:1 with Ms. Banks, we spoke about the changes, specifically **Algebra III** (Dr. Love) and **Spanish I** (Ms. Hingle). Mr. Gibson stated that he was not aware of any changes that were made, and if changes did occur, it was approved without his consent. Noted in our conversation, Mr. Gibson stated that Dr. Payne executes all academic functions at John F. Kennedy, and that she would be the appropriate person to make the inquiry regarding changes in the PowerSchool system.

While speaking with Mr. Gibson, he made certain that he did not at any point instruct any of the administrative staff on his team to make grade changes—this he is sure of. In his attempt to recall prior conversations with his team, Mr. Gibson added that it was his understanding that the data manager ultimately managed all data inputs & changes, through the implemented grade change policy communicated by both the District Data Director and School Data Manager (Documented). I, affirmed Mr. Gibson. Additionally, Mr. Gibson acknowledged receipt of the email received on January 14, 2019 at 4:47 pm, and later communicated again on January 30, 2019 at 2:07pm (Also copied on the communication: Dr. Taisha Payne, Ms. Nicole Cooper, Ms. Kimberly Owens-Heath). As I spoke with Mr. Gibson, I informed him that following our phone call, I would immediately call PowerSchool and request assistance in identifying when the changes were made, and by whom.



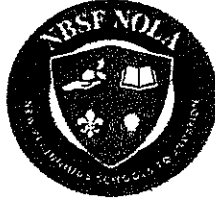


| Login Date | Login Time | Logout Date |
|------------|------------|-------------|
| 01/07/2019 | 11:06AM | 01/07/2019 |
| 01/07/2019 | 12:25PM | 01/07/2019 |
| 01/09/2019 | 8:54AM | 01/09/2019 |
| 01/09/2019 | 12:25PM | 01/09/2019 |
| 01/10/2019 | 3:29PM | 01/10/2019 |
| 01/14/2019 | 1:17PM | 01/14/2019 |
| 01/15/2019 | 8:56AM | 01/15/2019 |

In addition to the above-mentioned concerns regarding Quarter 2 Historical grade changes, I'd like to include a chronology of communication regarding PowerSchool Access for JFK Administrators and Counselors. Thursday, January 10, 2019 at 2:38pm, I received an email from JFK Data Manager—Ms. Rachel Banks regarding PowerSchool access and privilege modifications for 16 employees. The list included a request from JFK's administration to immediately provide **FULL ACCESS** to the following administrators: Dr. Taisha Williams-Payne, Ms. Nicole Cooper (full access already provided from years prior), and Ms. Lauren Coleman. Full Access will allow individuals to navigate the PowerSchool system with zero limitations, including, but not limited to:

- Make Historical Grade Changes**
- Alter Teacher/Student Schedules**
- Create & Delete critical data**
- Enrollment**
- Attendance**

In addition to the request were comments aside the employees name and role. Specifically, requests noted that Counselors Ms. Kimberly Owens-Heath and Ms. Ashlei Delarge. The note stated, "Should be given access to view but not to change grades or schedules or anything else". Professional School Counselors, in conjunction with the School Data Manager are the holders of all records related to students. Prior to making changes, I attempted to call Principal Gibson; however, I did not receive a response. The next business day, I emailed Chief of School Ms. Boudouin to inform her of the odd requests and to also schedule a meeting for further advisement. Friday January 11, 2019 at 10:45am, I met with Ms. Boudouin in regards to the requests. Ms. Boudouin advised that I speak with Principal Gibson regarding access. I spoke with Principal Gibson, and I was later referred to Dr. Payne. While speaking with Dr. Payne regarding her request and modification of PowerSchool privileges, Dr. Payne communicated to me the importance of the JFK's administrative goal to have all seniors grades audited and schedule aligned to satisfy TOPS graduation requirements. Following our meeting, at the request of the JFK Administration, **FULL ACCESS** was provided.



Monday January 28, 2019 at 1:21 pm, I received an email from Ms. Owens-Heath informing me that grade changes occurred without her knowledge or the School Data Manager. Because Ms. Owens-Heath is responsible for student matriculation, it is very important that she is aware of any changes related to a student under her advisement. This was not the case. Instead, Ms. Owens-Heath was greeted by students informing her that they no longer had to repeat the failing course, and that their grades were changed so that they would be able to advance to the next course progression in the effort to satisfy graduation requirements by **May 2019**. This is problematic; school administrators have no authority to change grades. Teachers are the official holders of the academic grade/record assigned to their teaching certificate. Therefore, a change in grade without appropriate approval and rationale for grade change is an unethical violation. Ms. Owens-Heath requested from School leaders a list of students whose grades were altered.

Tuesday, January 29, 2019 at 9:11 am, Dr. Payne sent to Ms. Owens-Heath a list of **17 students** with altered grades, all which were **not** approved. Students were enrolled in Dr. Love's Algebra III course, all assigned a grade of **F** in the course for Quarter 2. In Dr. Payne's email, she admitted that grades had been recalibrated and adjusted due to PowerSchool weights; however, PowerSchool weights would not affect historical grade changes in PowerSchool. If this were the case, statistically, each student enrolled in each section of Algebra III would benefit from a higher grade than he/she initially earned. There are some students in various sections of the Algebra III course whose grade was not altered; which further validates that grades were manually changed.

While auditing students' records, Ms. Banks and I noticed that the exact same students that Dr. Payne admitted adjusting and recalibrating grades for were initially on the senior failure list. Final report cards were printed on **January 16, 2019**. Each students' report card reported a lower grade earned, and do not match the reported grades by JFK administration. After a final review of all students in each section, a total of **21 students'** grades were altered; therefore, providing an unfair academic advantage as compared to their peers.

As the Director of Data, Assessment, & Accountability, it is my professional obligation to report this matter of concern. As directed by the CEO, I will provide supporting documentation from PowerSchool. Monday, February 4, 2019, I will hand deliver to Mr. Washington a packet of information including all email communications to JFK staff and other pertinent information that will support this official reporting of presumed unethical data/grade changes at John F. Kennedy High School.

Runell J. King, Ph.D.
Director of Data, Assessment, & Accountability
504-250-1012
runell.king@nbsfnola.com

John F. Kennedy High School at Lake Area
6026 Paris Avenue
New Orleans, LA 70122
(504) 267-8811

Copy: 1/17/19

Semester 1 Report Card

TO THE PARENT OR GUARDIAN OF:

7857 SAND ST.
NEW ORLEANS, LA 70128

GRADE: 12
SCHOOL YEAR: 2018-2019

100% D

| Per | Course | Teacher | Q1 | Q2 | S1 | Teacher Comment | Tar | Abs |
|-----|---------------|------------------|----|----|----|---|-----|-----|
| 1 | ALGEBRA III | Love, Gloria | D | A | F | | 0 | 22 |
| 2 | BAND - INTERM | Thomas, Keith | A | A | A | | 0 | 3 |
| 3 | ST SKILL 1 | Thomas, April L. | F | D | D | Your child must remain focused and on task to improve his/her academics. Low scores. Study habits must improve for academic success to occur. | 0 | 44 |
| 4 | AMGOVT | Chopin, Kipp | F | D | D | | 0 | 10 |

Historical grades

GRADING SCALE:

- A = 100-93
- B = 92-85
- C = 84-75
- D = 74-67
- F = 66-0

Home of the Cougars
"Where we Set the PACE"

Mr. Brian Gibson, Principal
www.newbeginningsnola.net

Love - D



ST 3/19/19
Casper

John F. Kennedy High School at Lake Area
6026 Paris Avenue
New Orleans, LA 70122
(504) 267-8811

1/16/19

Semester 1 Report Card

TO THE PARENT OR GUARDIAN OF:

2416 Mazant St.
New Orleans, LA 70117

GRADE: 12
SCHOOL YEAR: 2018-2019

68% D

| Per | Course | Teacher | Q1 | Q2 | S1 | Teacher | omment | Tar | Abs |
|-----|----------------------|------------------|----|----|----|---------|--------|-----|-----|
| 1 | ALGEBRA III | Love, Gloria | D | D | C | | | 0 | 13 |
| 2 | ENGLISH IV | DeCuir, Debra | D | D | C | | | 0 | 10 |
| 3 | ST SKILL I | Thomas, April L. | | | | | | 0 | 31 |
| 4 | ADV CAREER READINESS | Thomas, April L. | | | | | | 0 | 1 |

ST GPA: 1.2500

GRADING SCALE:

- A = 100-93
- B = 92-85
- C = 84-75
- D = 74-67
- F = 66-0

Home of the Cougars
"Where we Set the PACE"

Mr. Brian Gibson, Principal
www.newbeginningsnola.net

Love - D

J

John F. Kennedy High School at Lake Area
6026 Paris Avenue
New Orleans, LA 70122
(504) 267-8811

Widpo

1/16/19

Semester 1 Report Card

TO THE PARENT OR GUARDIAN OF:

7340 Lake Barrington
New Orleans, LA 70128

GRADE: 12
SCHOOL YEAR: 2018-2019

| Per | Course | Teacher | Q1 | Q2 | S1 | Comment | Tar | Abs |
|-----|---------------|------------------|----|----|----|--|-----|-----|
| 1 | BIOLOGY II | McGrath, Carlin | F | D | F | | 0 | 20 |
| 2 | HEALTH (0.5) | Heath, Wesley J. | A | B | | | 0 | 4 |
| 3 | PHYED 51ST SE | Love, Gloria | D | F | F | | 0 | 10 |
| 4 | ALGEBRA III | Choph, Kipp | F | F | F | Incomplete Assessments, Low Test Scores. Attendance is a factor. | 0 | 40 |
| | AMGOVT | | | | | | 0 | 35 |

S1 GPA: 0.0000

(67%)

GRADING SCALE:
A = 100-93
B = 92-85
C = 84-75
D = 74-67
F = 66-0

Home of the Cougars
"Where we Set the FACE"

Mr. Brian Gibson, Principal
www.newbeginningsnola.net

P. of form

John F. Kennedy High School at Lake Area
6026 Paris Avenue
New Orleans, LA 70122
(504) 267-8811

Copy 1/17

1/16/19

Semester 1 Report Card

TO THE PARENT OR GUARDIAN OF:

4754 FRANCISCO VERRETT
NEW ORLEANS, LA 70126

GRADE: 12
SCHOOL YEAR: 2018-2019

79 gpc

| Per. | Course | Teacher | Q1 | Q2 | S1 | Teacher Comment | Tar | Abs |
|------|----------------|---------------------|----|----|----|-----------------|-----|-----|
| 1 | BIOLOGY II | McGrath, Carlin | B | A | B | | 0 | 3 |
| 2 | THEATRE | Hamilton, Keyantae | A | B | A | | 0 | 2 |
| 3 | ALGEBRA III | Love, Gloria | A | B | D | | 0 | 5 |
| 3 | CIVIL INTERNET | Callate, Awin | | | | | 0 | 0 |
| 4 | ADV CAREER | Morrisette, Lynette | | B | B | | 0 | 1 |
| | READINESS | | | | | | | |

S1 GPA: 3.0000

GRADING SCALE:

- A = 100-93
- B = 92-85
- C = 84-75
- D = 74-67
- F = 66-0

Home of the Cougars
"Where we Set the PACE"

Mr. Brian Gibson, Principal
www.newbeginningsnola.net

All Stored Grade
Changes were made
by Cooper!

original

School: John F. Kennedy High School at Lake Area Term: 18-19 Year

List Records: StoredGrades John F. Kennedy High School at Lake Area

| A | SchoolID | TermID | SectionID | StudentID | Course Number | Course Name | Grade | Grade Level | Teacher Name |
|----|----------|--------|-----------|------------|---------------|-------------|------------|-------------|--------------|
| 1 | 300003 | 2801 | 18970 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love, Gloria |
| 2 | 300003 | 2801 | 18972 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love, Gloria |
| 3 | 300003 | 2801 | 18973 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love, Gloria |
| 4 | 300003 | 2801 | 18973 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love, Gloria |
| 5 | 300003 | 2801 | 18970 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love, Gloria |
| 6 | 300003 | 2801 | 18972 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love, Gloria |
| 7 | 300003 | 2801 | 18972 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love, Gloria |
| 8 | 300003 | 2801 | 18973 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 11 | Love, Gloria |
| 9 | 300003 | 2801 | 18973 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love, Gloria |
| 10 | 300003 | 2801 | 18972 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love, Gloria |
| 11 | 300003 | 2801 | 18972 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love, Gloria |
| 12 | 300003 | 2801 | 18970 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 11 | Love, Gloria |
| 13 | 300003 | 2801 | 18973 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love, Gloria |
| 14 | 300003 | 2801 | 18970 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love, Gloria |
| 15 | 300003 | 2801 | 18973 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love, Gloria |
| 16 | 300003 | 2801 | 18972 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love, Gloria |
| 17 | 300003 | 2801 | 18972 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love, Gloria |
| 18 | 300003 | 2801 | 18970 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love, Gloria |
| 19 | 300003 | 2801 | 18972 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love, Gloria |
| 20 | 300003 | 2801 | 18972 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love, Gloria |
| 21 | 300003 | 2801 | 18970 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love, Gloria |
| 22 | 300003 | 2801 | 18970 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love, Gloria |
| 23 | 300003 | 2801 | 18973 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 11 | Love, Gloria |
| 24 | 300003 | 2801 | 18970 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love, Gloria |
| 25 | 300003 | 2801 | 18970 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love, Gloria |
| 26 | 300003 | 2801 | 18970 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love, Gloria |
| 27 | 300003 | 2801 | 18970 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love, Gloria |
| 28 | 300003 | 2801 | 18970 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love, Gloria |
| 29 | 300003 | 2801 | 18973 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love, Gloria |
| 30 | 300003 | 2801 | 18970 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love, Gloria |
| 31 | 300003 | 2801 | 18972 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love, Gloria |
| 32 | 300003 | 2801 | 18972 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love, Gloria |
| 33 | 300003 | 2801 | 18973 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love, Gloria |

PLAINTIFF'S
EXHIBIT
"23"

| | | | | | | | | | |
|--------------------|--------|------|-------|-------|--------|-------------|---|----|---------------|
| 34 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 35 | 300003 | 2801 | 18972 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 36 | 300003 | 2801 | 18972 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 37 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 38 | 300003 | 2801 | 18973 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 39 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 40 | 300003 | 2801 | 18972 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 41 | 300003 | 2801 | 18972 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 42 | 300003 | 2801 | 18973 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 43 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 44 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 45 | 300003 | 2801 | 18973 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 46 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 47 | 300003 | 2801 | 18972 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 48 | 300003 | 2801 | 18972 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 49 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 50 | 300003 | 2801 | 18972 | | ALG300 | ALGEBRA III | | 11 | Love , Gloria |
| 51 | 300003 | 2801 | 18973 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 52 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 53 | 300003 | 2801 | 18972 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 54 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 55 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 56 | 300003 | 2801 | 18972 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 57 | 300003 | 2801 | 18972 | | ALG300 | ALGEBRA III | | 11 | Love , Gloria |
| <i>Gaines</i> ✓ 58 | 300003 | 2801 | 18970 | 5166 | ALG300 | ALGEBRA III | F | 12 | Love , Gloria |
| 59 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| ✓ 60 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 61 | 300003 | 2801 | 18972 | | ALG300 | ALGEBRA III | | 11 | Love , Gloria |
| 62 | 300003 | 2801 | 18972 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 63 | 300003 | 2801 | 18972 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 64 | 300003 | 2801 | 18973 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| <i>Brown</i> ✓ 65 | 300003 | 2801 | 18970 | 10160 | ALG300 | ALGEBRA III | F | 12 | Love , Gloria |
| 66 | 300003 | 2801 | 18972 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 67 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 68 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 69 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 70 | 300003 | 2801 | 18973 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 71 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 11 | Love , Gloria |
| 72 | 300003 | 2801 | 18973 | | ALG300 | ALGEBRA III | | 11 | Love , Gloria |
| 73 | 300003 | 2801 | 18972 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 74 | 300003 | 2801 | 18972 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 75 | 300003 | 2801 | 18972 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 76 | 300003 | 2801 | 18972 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |

D (roll)

D

| | | | | | | | |
|-----|-------------------|-----------------|------------------|-------------------|------------------------|---------------|--------------------------|
| 77 | 300003 | 2801 | 18970 | ALG300 | ALGEBRA III | 12 | Love , Gloria |
| 78 | 300003 | 2801 | 18970 | ALG300 | ALGEBRA III | 12 | Love , Gloria |
| 79 | 300003 | 2801 | 18973 | ALG300 | ALGEBRA III | 11 | Love , Gloria |
| 80 | 300003 | 2801 | 18972 | ALG300 | ALGEBRA III | 12 | Love , Gloria |
| 81 | 300003 | 2801 | 18972 | ALG300 | ALGEBRA III | 12 | Love , Gloria |
| 82 | 300003 | 2801 | 18970 | ALG300 | ALGEBRA III | 12 | Love , Gloria |
| 83 | 300003 | 2801 | 18970 | ALG300 | ALGEBRA III | 12 | Love , Gloria |
| 84 | 300003 | 2801 | 18972 | ALG300 | ALGEBRA III | 11 | Love , Gloria |
| 85 | 300003 | 2801 | 18973 | ALG300 | ALGEBRA III | 12 | Love , Gloria |
| 86 | 300003 | 2801 | 18972 | ALG300 | ALGEBRA III | 12 | Love , Gloria |
| 87 | 300003 | 2801 | 18973 | ALG300 | ALGEBRA III | 12 | Love , Gloria |
| 88 | 300003 | 2801 | 18973 | ALG300 | ALGEBRA III | 11 | Love , Gloria |
| 89 | 300003 | 2801 | 18972 | ALG300 | ALGEBRA III | 12 | Love , Gloria |
| 90 | 300003 | 2801 | 18970 | ALG300 | ALGEBRA III | 12 | Love , Gloria |
| 91 | 300003 | 2801 | 18972 | ALG300 | ALGEBRA III | 12 | Love , Gloria |
| 92 | 300003 | 2801 | 18973 | ALG300 | ALGEBRA III | 12 | Love , Gloria |
| 93 | 300003 | 2801 | 18972 | ALG300 | ALGEBRA III | 12 | Love , Gloria |
| 94 | 300003 | 2801 | 18972 | ALG300 | ALGEBRA III | 12 | Love , Gloria |
| 95 | 300003 | 2801 | 18973 | ALG300 | ALGEBRA III | 12 | Love , Gloria |
| 96 | 300003 | 2801 | 18972 | ALG300 | ALGEBRA III | 12 | Love , Gloria |
| 97 | 300003 | 2801 | 18970 | ALG300 | ALGEBRA III | 11 | Love , Gloria |
| 98 | 300003 | 2801 | 18970 | ALG300 | ALGEBRA III | 12 | Love , Gloria |
| 99 | 300003 | 2801 | 18970 | ALG300 | ALGEBRA III | 12 | Love , Gloria |
| 100 | 300003 | 2801 | 18973 | ALG300 | ALGEBRA III | 12 | Love , Gloria |
| 101 | 300003 | 2801 | 18973 | ALG300 | ALGEBRA III | 12 | Love , Gloria |
| 102 | 300003 | 2801 | 18972 | ALG300 | ALGEBRA III | 12 | Love , Gloria |
| 103 | 300003 | 2801 | 18973 | ALG300 | ALGEBRA III | 12 | Love , Gloria |
| 104 | 300003 | 2801 | 18970 | ALG300 | ALGEBRA III | 12 | Love , Gloria |
| 105 | 300003 | 2801 | 18970 | ALG300 | ALGEBRA III | 12 | Love , Gloria |
| 106 | 300003 | 2801 | 18972 | ALG300 | ALGEBRA III | 11 | Love , Gloria |
| 107 | 300003 | 2801 | 18973 | ALG300 | ALGEBRA III | 12 | Love , Gloria |
| 108 | 300003 | 2801 | 18970 | ALG300 | ALGEBRA III | 12 | Love , Gloria |
| 109 | 300003 | 2801 | 18972 | ALG300 | ALGEBRA III | 12 | Love , Gloria |
| 110 | 300003 | 2801 | 18973 | ALG300 | ALGEBRA III | 12 | Love , Gloria |
| 111 | 300003 | 2801 | 18973 | ALG300 | ALGEBRA III | 12 | Love , Gloria |
| 112 | 300003 | 2801 | 18972 | ALG300 | ALGEBRA III | 12 | Love , Gloria |
| 113 | 300003 | 2801 | 18972 | ALG300 | ALGEBRA III | 12 | Love , Gloria |
| 114 | 300003 | 2801 | 18970 | ALG300 | ALGEBRA III | 12 | Love , Gloria |
| 115 | 300003 | 2801 | 18970 | ALG300 | ALGEBRA III | 12 | Love , Gloria |
| 116 | 300003 | 2801 | 18972 | ALG300 | ALGEBRA III | 12 | Love , Gloria |
| 117 | 300003 | 2801 | 18972 | ALG300 | ALGEBRA III | 12 | Love , Gloria |
| 118 | 300003 | 2801 | 18973 | ALG300 | ALGEBRA III | 12 | Love , Gloria |
| 119 | 300003 | 2801 | 18972 | ALG300 | ALGEBRA III | 12 | Love , Gloria |

Brandon

10160

F

| | | | | | | | | | |
|-----|--------|------|-------|------|--------|-------------|---|----|---------------|
| 120 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 121 | 300003 | 2801 | 18973 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 122 | 300003 | 2801 | 18970 | 5166 | ALG300 | ALGEBRA III | F | 12 | Love , Gloria |
| 123 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 124 | 300003 | 2801 | 18972 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 125 | 300003 | 2801 | 18973 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 126 | 300003 | 2801 | 18973 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 127 | 300003 | 2801 | 18972 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 128 | 300003 | 2801 | 18972 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 129 | 300003 | 2801 | 18972 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 130 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 131 | 300003 | 2801 | 18973 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 132 | 300003 | 2801 | 18973 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 133 | 300003 | 2801 | 18973 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 134 | 300003 | 2801 | 18973 | | ALG300 | ALGEBRA III | | 11 | Love , Gloria |
| 135 | 300003 | 2801 | 18972 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 136 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 137 | 300003 | 2801 | 18972 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 138 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 10 | Love , Gloria |
| 139 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 140 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 141 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 142 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 143 | 300003 | 2801 | 18972 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 144 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 145 | 300003 | 2801 | 18972 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 146 | 300003 | 2801 | 18972 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 147 | 300003 | 2801 | 18972 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 148 | 300003 | 2801 | 18973 | | ALG300 | ALGEBRA III | | 11 | Love , Gloria |
| 149 | 300003 | 2801 | 18973 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 150 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 11 | Love , Gloria |
| 151 | 300003 | 2801 | 18973 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 152 | 300003 | 2801 | 18972 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 153 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 154 | 300003 | 2801 | 18972 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 155 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 156 | 300003 | 2801 | 18972 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 157 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 158 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 159 | 300003 | 2801 | 18973 | | ALG300 | ALGEBRA III | | 11 | Love , Gloria |
| 160 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 161 | 300003 | 2801 | 18973 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 162 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |

romish

122

D

| | | | | | | | |
|-----|--------|------|-------|--------|----------------------|----|--------------|
| 163 | 300003 | 2801 | 18973 | ALG300 | ALGEBRA III | 12 | Love, Gloria |
| 164 | 300003 | 2801 | 18972 | ALG300 | ALGEBRA III | 12 | Love, Gloria |
| 165 | 300003 | 2801 | 18973 | ALG300 | ALGEBRA III | 12 | Love, Gloria |
| 166 | 300003 | 2801 | 18972 | ALG300 | ALGEBRA III | 12 | Love, Gloria |
| 167 | 300003 | 2801 | 18972 | ALG300 | ALGEBRA III | 12 | Love, Gloria |
| 168 | 300003 | 2801 | 18973 | ALG300 | ALGEBRA III | 12 | Love, Gloria |
| 169 | 300003 | 2801 | 18970 | ALG300 | ALGEBRA III | 12 | Love, Gloria |
| 170 | 300003 | 2801 | 18972 | ALG300 | ALGEBRA III | 12 | Love, Gloria |
| 171 | 300003 | 2801 | 18970 | ALG300 | ALGEBRA III | 12 | Love, Gloria |
| 172 | 300003 | 2801 | 18973 | ALG300 | ALGEBRA III | 12 | Love, Gloria |
| 173 | 300003 | 2801 | 18970 | ALG300 | ALGEBRA III | 12 | Love, Gloria |
| 174 | 300003 | 2801 | 18973 | ALG300 | ALGEBRA III | 12 | Love, Gloria |
| 175 | 300003 | 2801 | 18970 | ALG300 | ALGEBRA III | 12 | Love, Gloria |
| 176 | 300003 | 2801 | 18973 | ALG300 | ALGEBRA III | 12 | Love, Gloria |
| 177 | 300003 | 2801 | 18972 | ALG300 | ALGEBRA III | 12 | Love, Gloria |
| 178 | 300003 | 2801 | 18970 | ALG300 | ALGEBRA III | 10 | Love, Gloria |
| 179 | 300003 | 2801 | 18972 | ALG300 | ALGEBRA III | 12 | Love, Gloria |
| 180 | 300003 | 2801 | 18972 | ALG300 | ALGEBRA III | 11 | Love, Gloria |
| 181 | 300003 | 2801 | 18972 | ALG300 | ALGEBRA III | 11 | Love, Gloria |
| 182 | 300003 | 2801 | 18972 | ALG300 | ALGEBRA III | 12 | Love, Gloria |
| 183 | 300003 | 2801 | 18972 | ALG300 | ALGEBRA III | 12 | Love, Gloria |
| 184 | 300003 | 2801 | 18973 | ALG300 | ALGEBRA III | 12 | Love, Gloria |
| 185 | 300003 | 2801 | 18970 | ALG300 | ALGEBRA III | 12 | Love, Gloria |
| 186 | 300003 | 2801 | 18970 | ALG300 | ALGEBRA III | 12 | Love, Gloria |
| 187 | 300003 | 2801 | 18973 | ALG300 | ALGEBRA III | 12 | Love, Gloria |
| 188 | 300003 | 2801 | 18972 | ALG300 | ALGEBRA III | 12 | Love, Gloria |
| 189 | 300003 | 2801 | 18972 | 9538 | ALG300 ALGEBRA III F | 12 | Love, Gloria |
| 190 | 300003 | 2801 | 18973 | ALG300 | ALGEBRA III | 12 | Love, Gloria |
| 191 | 300003 | 2801 | 18973 | ALG300 | ALGEBRA III | 12 | Love, Gloria |
| 192 | 300003 | 2801 | 18973 | ALG300 | ALGEBRA III | 12 | Love, Gloria |
| 193 | 300003 | 2801 | 18970 | ALG300 | ALGEBRA III | 12 | Love, Gloria |
| 194 | 300003 | 2801 | 18970 | ALG300 | ALGEBRA III | 12 | Love, Gloria |
| 195 | 300003 | 2801 | 18970 | ALG300 | ALGEBRA III | 12 | Love, Gloria |
| 196 | 300003 | 2801 | 18972 | ALG300 | ALGEBRA III | 12 | Love, Gloria |
| 197 | 300003 | 2801 | 18970 | ALG300 | ALGEBRA III | 11 | Love, Gloria |
| 198 | 300003 | 2801 | 18972 | ALG300 | ALGEBRA III | 12 | Love, Gloria |
| 199 | 300003 | 2801 | 18970 | ALG300 | ALGEBRA III | 10 | Love, Gloria |
| 200 | 300003 | 2801 | 18972 | ALG300 | ALGEBRA III | 12 | Love, Gloria |
| 201 | 300003 | 2801 | 18970 | ALG300 | ALGEBRA III | 12 | Love, Gloria |
| 202 | 300003 | 2801 | 18970 | ALG300 | ALGEBRA III | 12 | Love, Gloria |
| 203 | 300003 | 2801 | 18973 | ALG300 | ALGEBRA III | 12 | Love, Gloria |
| 204 | 300003 | 2801 | 18970 | ALG300 | ALGEBRA III | 11 | Love, Gloria |
| 205 | 300003 | 2801 | 18970 | ALG300 | ALGEBRA III | 12 | Love, Gloria |

n 2055

C

| | | | | | | | | | |
|-----|--------|------|-------|-------|--------|-------------|---|----|-----------------|
| 206 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 207 | 300003 | 2801 | 18973 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 208 | 300003 | 2801 | 18972 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 209 | 300003 | 2801 | 18973 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 210 | 300003 | 2801 | 18973 | | ALG300 | ALGEBRA III | | 11 | Love , Gloria |
| 211 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 212 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 213 | 300003 | 2801 | 18972 | | ALG300 | ALGEBRA III | | 11 | Love , Gloria |
| 214 | 300003 | 2801 | 18972 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 215 | 300003 | 2801 | 18973 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 216 | 300003 | 2801 | 18973 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria F |
| 217 | 300003 | 2801 | 18973 | | ALG300 | ALGEBRA III | | 11 | Love , Gloria |
| 218 | 300003 | 2801 | 18972 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 219 | 300003 | 2801 | 18972 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 220 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 221 | 300003 | 2801 | 18973 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 222 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 223 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 224 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 225 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 226 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 227 | 300003 | 2801 | 18972 | 10519 | ALG300 | ALGEBRA III | F | 12 | Love , Gloria |
| 228 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 229 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 230 | 300003 | 2801 | 18972 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 231 | 300003 | 2801 | 18973 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 232 | 300003 | 2801 | 18972 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 233 | 300003 | 2801 | 18972 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 234 | 300003 | 2801 | 18973 | | ALG300 | ALGEBRA III | | 11 | Love , Gloria |
| 235 | 300003 | 2801 | 18972 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 236 | 300003 | 2801 | 18972 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 237 | 300003 | 2801 | 18973 | | ALG300 | ALGEBRA III | | 11 | Love , Gloria |
| 238 | 300003 | 2801 | 18972 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 239 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 240 | 300003 | 2801 | 18973 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 241 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 242 | 300003 | 2801 | 18973 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 243 | 300003 | 2801 | 18972 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 244 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 245 | 300003 | 2801 | 18970 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 246 | 300003 | 2801 | 18972 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 247 | 300003 | 2801 | 18973 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |
| 248 | 300003 | 2801 | 18972 | | ALG300 | ALGEBRA III | | 12 | Love , Gloria |

✓

✓

Jordan Knight ✓

Johnson

| | | | | | | | | | |
|-----|--------|------|-------|------------|--------|-------------|------------|----|---------------|
| 249 | 300003 | 2801 | 18972 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love , Gloria |
| 250 | 300003 | 2801 | 18970 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love , Gloria |
| 251 | 300003 | 2801 | 18973 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love , Gloria |
| 252 | 300003 | 2801 | 18972 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love , Gloria |
| 253 | 300003 | 2801 | 18970 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love , Gloria |
| 254 | 300003 | 2801 | 18973 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love , Gloria |
| 255 | 300003 | 2801 | 18970 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love , Gloria |
| 256 | 300003 | 2801 | 18973 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love , Gloria |
| 257 | 300003 | 2801 | 18973 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love , Gloria |
| 258 | 300003 | 2801 | 18970 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love , Gloria |
| 259 | 300003 | 2801 | 18972 | 10519 | ALG300 | ALGEBRA III | F | 12 | Love , Gloria |
| 260 | 300003 | 2801 | 18972 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 11 | Love , Gloria |
| 261 | 300003 | 2801 | 18970 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love , Gloria |
| 262 | 300003 | 2801 | 18970 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love , Gloria |
| 263 | 300003 | 2801 | 18972 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love , Gloria |
| 264 | 300003 | 2801 | 18972 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love , Gloria |
| 265 | 300003 | 2801 | 18972 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love , Gloria |
| 266 | 300003 | 2801 | 18973 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love , Gloria |
| 267 | 300003 | 2801 | 18970 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love , Gloria |
| 268 | 300003 | 2801 | 18972 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love , Gloria |
| 269 | 300003 | 2801 | 18970 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love , Gloria |
| 270 | 300003 | 2801 | 18973 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love , Gloria |
| 271 | 300003 | 2801 | 18973 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love , Gloria |
| 272 | 300003 | 2801 | 18973 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love , Gloria |
| 273 | 300003 | 2801 | 18973 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love , Gloria |
| 274 | 300003 | 2801 | 18973 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love , Gloria |
| 275 | 300003 | 2801 | 18973 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love , Gloria |
| 276 | 300003 | 2801 | 18970 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love , Gloria |
| 277 | 300003 | 2801 | 18973 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love , Gloria |
| 278 | 300003 | 2801 | 18973 | [REDACTED] | ALG300 | ALGEBRA III | [REDACTED] | 12 | Love , Gloria |

Jordan

Report
and

School: John F Kennedy High School at Lake Area Term: 18-19 Year

List Records: Logins

John F. Kennedy High School at Lake Area

| A | Name | FW | FSID | IPAddr | LoginTicks | LoginDate | LoginTime | LogoutDate |
|---|------|----|---|------------|------------|------------|-----------|------------|
| 1 | 3875 | Y | 737558205M3QmZIDbcF3dn8z2CUscEMN9jvSD7Q1 | -809556722 | 89365597 | 01/09/2019 | 12:25 PM | 01/09/2019 |
| 2 | 3875 | Y | 737558806EX6YTh8F8Yp8IDuhqg2almurkZnAEF3y | 1827407425 | 115473257 | 01/14/2019 | 01:17 PM | 01/14/2019 |
| 3 | 3875 | Y | 737556805ycFwpSaqyEZISwHCY288dM1o6CE9DC3v | 1827407425 | 55210736 | 01/10/2019 | 03:29 PM | 01/10/2019 |
| 4 | 3875 | Y | 737558206M5K3PaYVGQ1gT4CZIZgwz0mveRP4c0GH | 1827407425 | 119715347 | 01/15/2019 | 08:56 AM | 01/15/2019 |
| 5 | 3875 | Y | 737558206LWhtcPKcXulRHhRooPiu8r1zpDjiE0ao | 418923668 | 78711305 | 01/07/2019 | 11:06 AM | 01/07/2019 |
| 6 | 3875 | Y | 737558805gr6FY7UHzm5YREUSJic3MGuY18xzX4CK | 418923668 | 78996312 | 01/07/2019 | 12:25 PM | 01/07/2019 |
| 7 | 3875 | Y | 737558805mwyjjeFQzZ6MhAvzpzXVh1YhC6WCz2Kc | 1827407425 | 22606250 | 01/09/2019 | 08:54 AM | 01/09/2019 |

3875 - Roxanne Watts

24,248.68.148

Exhibit



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

CIVIL DISTRICT COURT
PARISH OF ORLEANS
STATE OF LOUISIANA

DARNETTE DANIELS, * NO. 2019-6895
INDIVIDUALLY AND ON *
BEHALF OF HER MINOR *
CHILD, TAYLER McCLENDON * DIVISION "G"
VERSUS *
STATE OF LOUISIANA, ET AL. *

Deposition of GLORIA LOVE, Ph.D.,
8711 Oleander Street, New Orleans, Louisiana
70118-3249, was taken with all parties
attending via the Zoom teleconference platform
on Tuesday, September 8, 2020, commencing at
10:00 a.m.

APPEARANCES:

THE BAGNERIS FIRM, LLC
(By: Suzette P. Bagneris, Esquire)
2714 Canal Street, Suite 403
New Orleans, Louisiana 70119
(504) 810-3995
sbagneris@bagnerislawfirm.com
Attorneys for Plaintiffs

McKenzie & Associates, Inc.
2817 Harvard Avenue - Suite 205
Metairie, Louisiana 70006
Tel: (504) 888-2551 McKenzieCCR@aol.com



1 Q. These are the fall semester students.
2 Yes. You'll see where it has "Algebra III"?

3 A. That's -- yes. Because the only
4 thing that I taught in the spring did not
5 include these students.

6 Q. Correct. So this is a Quarter 1
7 grade for Algebra III for Jeremiah Gaines is
8 recorded as a D, and the Quarter 2 grade for
9 Jeremiah Gaines is recorded as an F on his
10 Semester 1 report card.

11 What I would like to ask you is is
12 this your handwriting suggesting that the
13 Quarter 2 grade should be changed to a D?

14 A. No.

15 Q. And you see at the bottom it says
16 "Love-D"? That's not your handwriting either?

17 A. No.

18 Q. I'd like to mark for identification
19 NBSS-3031 as Exhibit B to the deposition.

20 (Exhibit B was marked.)

21 I'd like to show another report card,
22 which is designated as NBSS-3036. This is the
23 report card for student Ryan Brown. As you
24 can see, "Algebra III" is listed, "Teacher,
25 Gloria Love." For Quarter 1, the grade is

1 a D; for Quarter 2 the grade is an F.

2 Again, I'm going to ask you if that's
3 your handwriting suggesting that the grade
4 should be changed to a D?

5 A. Definitely not.

6 Q. I'd like that mark this as Exhibit C
7 for the record.

8 (Exhibit C was marked.)

9 Dr. Love, I'm showing you the report
10 card for the student Elijah Jordan. As you
11 can see, Algebra III is on the fourth line of
12 the report card, "Teacher, Gloria Love,
13 Quarter 1, D; Quarter 2, F."

14 Did you make that handwritten
15 notation that that grade should be changed to
16 a D?

17 A. No, I did not.

18 Q. I'd like to mark that as Exhibit D to
19 the deposition. For the record it is Bates
20 stamped -- I'm having trouble showing y'all
21 the Bates stamp -- Bates stamped 3039.

22 (Exhibit D was marked.)

23 Dr. Love, I'm showing you the report
24 card of Madison Jacque. As you can see on
25 the third line of the report card, it's

1 Algebra III; Teacher, Gloria Love; Quarter 1
2 grade a C; Quarter 2 grade a D.

3 Did you make that handwritten
4 suggestion that the grade should be changed
5 to a C?

6 A. I never made -- no.

7 Q. I'd like that mark that as Exhibit E
8 for the record.

9 (Exhibit E was marked.)

10 The portions you see blacked out,
11 Dr. Love, are the students we're not
12 discussing.

13 A. Okay. Thank you.

14 Q. So Dr. Love, I'd like to show you --
15 let me just ask you this.

16 Did you authorize any changes to any
17 of your students' grades after your
18 resignation in January of 2019?

19 A. No, I did not.

20 Q. Did anyone from Kennedy consult you
21 about a weight problem or calculation problem
22 in PowerSchool with your grades before
23 January 16 of 2019?

24 A. No.

25 Q. I'd like to show you an email dated

1 Were you contacted by Taisha Payne
2 to discuss the fact that grades from your
3 Algebra III class had to be recalibrated due
4 to a weighting issue in PowerSchool?

5 A. No, I was not.

6 I did send that email -- receive that
7 email that you just read from Kim I did send
8 to her because I was concerned after I did
9 hear something, and -- because someone
10 actually -- I ran into someone, and -- one of
11 the teachers who had left the school, and
12 said, "Did you know you were on the news?"

13 I said, "I am?"

14 So I'm -- this is really, really
15 disturbing. Because as I sent to and for with
16 emails to administration, I let them know that
17 I am a professional, have been one all of my
18 life, and I will not have anyone mess up my
19 reputation as a teacher and a professional.

20 So -- but the response that you had
21 there from Kim, yes, she did send that email
22 to me. And my response to her -- because I
23 sent the same thing to her that I sent to
24 administration showing the grades with my
25 signature on it and letting her know that if

1 any grades had been changed or --

2 In fact, I didn't know too much about
3 anything. I just simply knew that I had to
4 send something with my signature on it that
5 had my grades from the first semester for
6 these students.

7 Q. Okay. So I'd like to attach this
8 email as -- this chain of emails that that's
9 been Bates stamped NBSS-3068 as Exhibit F to
10 the deposition.

11 (Exhibit F was marked.)

12 Dr. Love, it appears from the number
13 of entries that 17 of your students' grades
14 were changed for you Algebra III course from
15 Fs to Ds. Is it your testimony that this was
16 done without your knowledge and consent?

17 A. Yes. Completely without my
18 knowledge.

19 Q. Dr. Love, did you learn after your
20 resignation -- I think you just said you
21 did -- that several of your grades had been
22 changed?

23 A. Yes, I did.

24 Q. And you learned that from another
25 teacher, is my understanding?

1 PowerSchool. You know, once you -- you know,
2 I did not have access to PowerSchool anymore.

3 I had downloaded these grades from
4 the previous semester. I had downloaded those
5 grades before I left. Okay? And so that's
6 what I had to put in for that particular --
7 for the fall semester.

8 Q. Okay. But then --

9 A. And that was the Algebra III
10 students, and those were the ones that were
11 downloaded to my computer for my record from
12 there.

13 Q. And Michelle Blouin-Williams called
14 you at some point and asked you to turn in
15 your notebook because you had done such a
16 wonderful job previously, but she didn't --

17 A. That was an email. It was in an
18 email.

19 Q. All right. But she did not tell you
20 about the pending investigation with regard to
21 the grade changing?

22 A. No. No.

23 Q. And Mr. Washington did not tell you
24 about the pending investigation with regard to
25 the grade changing?

1 A. No.

2 Q. And then sometime after Runell King
3 was fired, it's my understanding that he
4 contacted you?

5 A. Yes, he did.

6 Q. And that was your first notice of the
7 grade-changing allegation?

8 A. Right.

9 Q. Okay. And then that prompted you to
10 go back and check your final grade
11 verifications that you had signed?

12 A. Yes.

13 Q. And then upon comparing what you had
14 downloaded off the computer to what you had
15 previously turned in as a final grade
16 verification, that's how you noticed that the
17 grades were different?

18 A. Yes.

19 Q. So I'd like to show you an email
20 dated February 8, 2019, that you sent to
21 Nicole Cooper. Do you see that email? It
22 says, "Hi, Ms. Cooper"?

23 A. Yes.

24 Q. "This is the download report of
25 grades from PowerSchool submitted in December

1 students and their grades. And then in blue
2 ink, it says "Current grade." Is that your
3 handwriting on this document?

4 A. No.

5 Q. And this grade, for example, for
6 Jeremiah Gaines, the second semester, it says,
7 "D 70 percent." But on the report card that
8 we previously saw, it has an F for this
9 student.

10 A. Yes. I did not do that.

11 Q. Okay. So this is not something that
12 you prepared that says "Current grade"?

13 A. No.

14 Q. I'd like to mark these documents
15 Bates stamped NBSS-3138 through 3140 as
16 Exhibit H to the deposition.

17 (Exhibit H was marked.)

18 I'm sorry I have to scroll like this,
19 Dr. Love, but this is how it was provided to
20 me.

21 A. That's okay. I'm trying to find them
22 on the computer.

23 Q. Dr. Love, you were not interviewed at
24 any time by Michael Washington or Ms. Monica
25 Boudouin in connection with the investigation?

1 A. No, I was not. I did not know about
2 it.

3 I also heard about it from the
4 reporters. Somebody gave them my number, and
5 this lady called my number -- Laura -- and I
6 recorded what she said. I said wait a minute.
7 Who are you, and what gives you the right to
8 call me about some students' grades. I said I
9 can't talk to anyone about students' grades.
10 I said better still, let's just end this call
11 right now. Please don't call me anymore.

12 Well, she called me again, and I just
13 let it go to the -- to my phone.

14 And there was the one from WWL TV,
15 the investigative reporter who emailed me
16 about information about it and stuff. And I
17 said -- I didn't even answer, because I didn't
18 know what I would be answering, and I didn't
19 know what was going on. So I left that alone
20 as well.

21 So the next thing I know is I hear my
22 voice on a tape recorder when I clicked on
23 what -- it said all you've got to do is Google
24 your name and Google "this" person's name and
25 "that" one, and you will find that your voice

1 retired from Dillard University and then
2 helped other universities as well. And I've
3 never seen these types of students act this
4 way before in my life.

5 And so I was doing a favor of going
6 and trying to help, because many of the
7 students were coming from the schools not
8 knowing much about mathematics. And then I
9 found that many of the teachers were not
10 certified. And so, for the record, I'm
11 putting how I felt about it.

12 So that was one of the reasons for
13 going to help to try to get students to learn
14 more, to do more, and give them the right way
15 to apply mathematical skills.

16 Q. Dr. Love, I thought I heard you
17 testify previously that you were surprised at
18 some of the students that were placed in your
19 Algebra III class because they had not had
20 other courses that would be considered
21 prerequisites for Algebra III. Is that
22 correct?

23 A. I don't know if they had that, but I
24 know that I was told that I was teaching
25 special ed, and I told them I wasn't qualified

1 for that. And that's what was in my Algebra
2 III class. It was -- I had more and more --

3 (Witness' audio freezes.)

4 Q. Dr. Love, we lost you at "more and
5 more."

6 A. I hear you now.

7 Q. We lost you when you said you were
8 having more and more.

9 A. Okay. All right. I would find out
10 each time I had more special ed students than
11 I had regular students. And I told them that
12 I'm not qualified to teach special ed
13 students. That I'm not trained to teach
14 special ed students. And the discipline of
15 those students had a lot to do with it, and
16 the language that the students also used with
17 one another was not conducive to learning in a
18 classroom.

19 But I noticed when I first got there,
20 Ms. Blouin-Lewis -- Michelle would come, and
21 she said I've never seen the students this
22 quiet and eager to learn as I pass your door
23 each day or whenever I'm in the building. And
24 I was happy to hear that.

25 But I found that as the students get

1 one for this, one for this, and a number of
2 weeks or whatever of days that I owed, you
3 know, records to her for it.

4 And I said why was I not told this
5 early -- you know, early on, so then I would
6 know that I would have to put extra time in
7 for these. And how am I supposed to teach
8 regular students of 35, or whatever number as
9 they continued to grow, these things.

10 So -- but nevertheless -- and then I
11 was told at one time, "Well, you know you are
12 a special ed teacher."

13 I said, "No, I'm not."

14 "Yes, you are."

15 You know, so yes.

16 Q. So you rose to the challenge?

17 A. Well, I did the best I could. I
18 prayed every day and every night, and God
19 helped me do what I needed to do.

20 Q. Dr. Love, I'd like to show you an
21 email dated March 15, 2019, that is from you
22 to Michael Washington and a bunch other
23 people, including Michelle Blouin-Williams.

24 And it says, "My roll book has
25 problems and is not accurate. I found my

1 copies of the Quarter 1 grades that I signed
2 and turned in October 15, 2018. They are not
3 the same as the digital downloaded grades from
4 PowerSchool, which means something is wrong.
5 The Quarter 1 and Quarter 2 grades that I
6 placed in the grade book all came from
7 PowerSchool. Any and all changes affected the
8 final grades. Students should have failed if
9 they had unexcused multiple absences, which
10 was not reflected on the download, but I
11 submitted the absences in the roll book. I
12 bring to your attention a student" -- and then
13 you stated who the student was and something
14 about that student. "The question to be
15 answered is why are changes happening and by
16 whom. It is not professional to change
17 grades. Please make wise decisions for
18 students watch and learn from everything we
19 do. I would like to think that PowerSchool is
20 the digital problem for the changes. I tried
21 to call."

22 Do you remember sending this email
23 to --

24 A. Definitely. Yes.

25 Q. -- Kennedy administration? Okay.

McKenzie & Associates, Inc.
2817 Harvard Avenue - Suite 205
Metairie, Louisiana 70006
Tel: (504)888-2551 McKenzieCCR@aol.com

1 PowerSchool. There is no way for users to
2 compare days entered and use for accuracy.
3 The attachment comes for Quarter 1, Quarter 2,
4 and Semester 1-PowerSchool (3 classes). God
5 bless, Gloria."

6 And then it looks like you received a
7 response -- or, actually, you're responding to
8 an email that was sent to you earlier that
9 morning from Mr. Washington. And he said,
10 "Good morning, Dr. Love. Thanks for reaching
11 out. Dr. Love, this is a matter that will
12 need your attention in person. I believe you
13 have received inaccurate information regarding
14 grades in PowerSchool. Please let me know as
15 soon as your schedule allows you to make
16 arrangements to attend a meeting. If it's
17 best for you to meet at another location other
18 than my office, please advise. As always,
19 thanks for your ongoing support. I pray all
20 is going well with your sister. Best regards,
21 Michael."

22 And then it looks like you sent two
23 emails to him on that same day, because you
24 sent another one later in the afternoon at
25 2:31.

McKenzie & Associates, Inc.
2817 Harvard Avenue - Suite 205
Metairie, Louisiana 70006
Tel: (504)888-2551 McKenzieCCR@aol.com

1 "Mr. Washington, I respectfully
2 request the following actions as soon as
3 possible: Put all grades in PowerSchool
4 Quarter 1, Quarter 2, and Semester 1,
5 including the grades for students with too
6 many unexcused absentees 'F', Louisiana
7 Attendance Policy and the attached NBSF
8 Attendance Policy."

9 So you're citing to that?

10 A. Yes.

11 Q. "Notify parents of grade changes in
12 the event students have to repeat in the
13 summer or otherwise, (urgent). 3. Acknowledge
14 the error of the replacement by the individual
15 who performed this unprofessional and
16 disrespectful act (without disturbing my
17 reputation as a professional)" -- and then you
18 cite to something.

19 And then No. 4 you say, "Note that
20 neither phone calls or meetings are acceptable
21 with me at this time. You are aware of my
22 situation with family illnesses and more.
23 Please copy/email all changes from my records
24 as soon as possible. Dr. Olivier's grades
25 were never changed by me. I demand the same

McKenzie & Associates, Inc.
2817 Harvard Avenue - Suite 205
Metairie, Louisiana 70006
Tel: (504)888-2551 McKenzieCCR@aol.com

1 respect. I gave you all; students,
2 administrators, staff, teachers, and
3 custodians all of me. Please do the same.
4 Thanks in advance for your cooperation. God
5 bless, Gloria."

6 So could you explain to me based upon
7 what you recall and based upon what we see
8 here what you were attempting to communicate
9 and why you reacted with the request that you
10 asked for in your March 19, 2019, email?

11 A. I wanted to cite to them -- actually,
12 the URLs that you see reflect all of the rules
13 and regulations from the school, the state --
14 from the state for administrators not changing
15 grades, and the reasons why the rules from the
16 state as to why administrators cannot change
17 grades.

18 The other one was for attendance and
19 all, and that was to verify anything that was
20 on my grades, and the fact that it's not
21 professional for an administrator to change
22 grades. The only --

23 (Witness' audio freezes.)

24 Q. You said that it's unprofessional for
25 an administrator to change grades, and then

1 you faded off.

2 A. Yeah. Administrators are not
3 supposed to change grades. And especially if
4 the grades have already been turned in, you
5 know.

6 And the only persons that could
7 change grades were those administrators who
8 had access to PowerSchool. I no longer had
9 access to PowerSchool, and I just wanted to
10 bring them to be aware that whatever happens
11 if an administrator changes grades of a
12 student and the teacher has not done it and
13 the teacher is not there, that it was
14 unprofessional and it was not acceptable by
15 the state nor the city of New Orleans.

16 Q. So you were referencing the actual
17 policies?

18 A. I wanted them to go read the policies
19 for themselves.

20 Q. Okay. And, again, you were asking
21 them to restore your grade to what you had --

22 A. That's right.

23 Q. Okay.

24 A. And that was the reason for "trust,
25 respect, and" -- pull it up a little bit --

1 "trust, respect, and honor." And that's what
2 I was calling on. Their trust, their respect,
3 and their honor.

4 Q. Was this disturbing for you?

5 A. Yes, it was. This has never happened
6 to me before.

7 And I said, you know, when I'm going
8 back out of retirement to assist to do a job,
9 there is no way in the world I wanted my
10 career to end that way. Not with someone
11 doing and -- doing opposite of everything I
12 believed in all my life.

13 I loved to teach. And, you know, I
14 would have found somebody to take care of my
15 sister and my husband in some kind of way and
16 went back. But then after I found all of this
17 happening in between before they got well,
18 then -- you know, the newness of that and the
19 stress of what I was going through with my
20 family, there was no way.

21 I said I gave up my family for
22 someone to mess with my grades and change my
23 life forever? That was the most hurtful thing
24 to me, and it still is.

25 Q. I'm very sorry that this happened to



February 26, 2019

Dr. Taisha Williams-Payne
[REDACTED]

Dear Dr. Payne:

On Wednesday, February 6, 2019, you participated in an investigatory administrative conference with myself and Monica Boudouin, Chief Instructional Officer, to discuss your actions regarding the allegations of grade changes for Dr. Love's Algebra III classes.

Subsequently, in another investigatory administrative conference with Ms. Nicole Cooper, Assistant Principal, Ms. Boudouin, and myself, we were made aware that Ms. Cooper had shared her username and password with you until you gained PowerSchool login access. We reviewed your responsibility relative to the following:

- Your role and responsibilities as an Assistant Principal
- Your responsibility of using sound judgement and discretion in performing duties

After a thorough review of the conference notes, documentation related to the events, and your personal statement, it is my intention to affirm the recommendation of training on two (2) Safe Schools Modules. The following modules: **General Ethics** and **Password Security Basics** must be completed and submit results to the Human Resources Department by the end of the workday on Tuesday, March 26, 2019. The results will be placed in your personal file. You will receive and email from me with the link and user name in order to complete the modules. Additionally, this letter of reprimand will be placed in your personnel file.

This action is being taken due to the following violations of NBSF policy and procedures:

1. Failure to follow the provision of access to unauthorized persons
2. Failure to follow sound judgement and discretion with user logins

It is incumbent upon me to state emphatically and unequivocally that any other neglect of duty will result in further disciplinary action and/or could place your future employment with NBSF in jeopardy. It is imperative that you have a clear understanding of NBSF's position in this regard relative to your duties at JFK High School at Lake Area.

Sincerely,

Michael L. Washington, M. A.
Director of Human Resources

cc: Employee File
CEO File

Certificate of Completion

New Beginnings Schools Foundation

Taisha Payne

has completed

Password Security Basics (Full Course)

a training program requiring 7 minutes

on

Wednesday, March 20, 2019



 safesCHOOLS
TRAINING

Training Coordinator's
Signature

Employee's Initials

taisha.payne@nbsfnofa.com

PLAINTIFF'S
EXHIBIT

"27"

tabbles

Certificate of Completion

New Beginnings Schools Foundation

Taisha Payne

has completed

General Ethics in the Workplace (Full Course)

a training program requiring 17 minutes

on

Thursday, March 28, 2019



 safeSCHOOLS
TRAINING

Training Coordinator's
Signature

Employee's Initials: _____

NEW BEGINNINGS SCHOOLS FOUNDATION



February 26, 2019

Nicole Cooper



Dear Ms. Cooper:

On Tuesday, February 5, 2019, you participated in an investigatory administrative conference with myself and Monica Boudouin, Chief Instructional Officer, to discuss your actions regarding the allegations of grade changes being restored by you for Dr. Love's Algebra III classes. During this conference, the details of the allegations of changing grades of students and the actions taken by you were discussed.

Subsequently, on Friday, February 8, 2019, you participated in another investigatory administrative conference with myself and Ms. Boudouin in which we reviewed the details of the events. reflective on your personal statements regarding the sharing of your login with your colleagues: Ms. Lauren Coleman, Curriculum Coordinator and Dr. Taisha Payne, Assistant Principal at JFK. Ms. Boudouin and I both addressed this statement. We reviewed your responsibility relative to the following:

- Your role and responsibilities as an Assistant Principal
- Your responsibility of using sound judgement and discretion in performing duties

After a thorough review of the conference notes, documentation related to the events, and your personal statement, it is my intention to affirm the recommendation of one day (1) day suspension without pay and Sensitivity Training on two (2) Safe Schools Modules. The following modules: General Ethics and Password Security Basics must be completed and submit results to the Human Resources Department by the end of the workday on Monday March 11, 2019. The results will be placed in your personal file. You will receive and email from me with the link and user name in order to complete the modules. Additionally, this letter of reprimand will be placed in your personnel file.

*4/5/19
mha
lc*

This action is being taken due to the following violations of NBSF policy and procedures:

1. Failure to follow the provision of access to unauthorized persons
2. Failure to follow sound judgement and discretion with user logins

It is incumbent upon me to state emphatically and unequivocally that any other neglect of duty will result in further disciplinary action and/or could place your future employment with NBSF in jeopardy. It is imperative that you have a clear understanding of NBSF's position in this regard relative to your duties at JFK High School at Lake Area.

Sincerely,

Michael L. Washington
Michael L. Washington, M. A.
Director of Human Resources

cc: Employee File
CEO File.

Received Signature

Date:

[Signature]
4/3/19

Certificate of Completion

New Beginnings Schools Foundation

NICOLE COOPER


has completed

General Ethics in the Workplace (Full Course)

a training program requiring 1.7 minutes

on

Monday, April 22, 2019

 Safeschools Logo
Certificate Seal

Training Coordinator's
Signature

Employee's Initials: _____

nicole.cooper@nbsfnola.com SR418062-9151

PLAINTIFF'S EXHIBIT
"62"
tabbles

Certificate of Completion

New Beginnings Schools Foundation

NICOLE COOPER

has completed

Password Security Basics (Full Course)

a training program requiring 7 minutes

on

Thursday, April 18, 2019

Certificate
Seal

Safeschools Logo

Training Coordinator's
Signature

Employee's Initials: _____

nicole.cooper@nbsfnla.com 55435NCO-9152



February 26, 2019

Lauren Coleman
[REDACTED]

Dear Ms. Coleman:

On Wednesday, February 6, 2019, you participated in an investigatory administrative conference with myself and Monica Boudouin, Chief Instructional Officer, to discuss your actions regarding the allegations of grade changes for Dr. Love's Algebra III classes

Subsequently, in another investigatory administrative conference with Ms. Nicole Cooper, Assistant Principal, Ms. Boudouin and myself, we were made aware that Ms. Cooper had shared her username and password with you until you gained PowerSchool login access. We reviewed your responsibility relative to the following:

- Your role and responsibilities as an Curriculum Coordinator
- Your responsibility of using sound judgement and discretion in performing duties

After a thorough review of the conference notes, documentation related to the events, and your personal statement, it is my intention to affirm the recommendation of training on three (3) Safe Schools Modules. The following modules: **General Ethics**, **Password Security Basics**, and **Communication Styles and Skills** must be completed and submit results to the Human Resources Department by the end of the workday on Tuesday, March 26, 2019. The results will be placed in your personal file. You will receive and email from me with the link and user name in order to complete the modules. Additionally, this letter of reprimand will be placed in your personnel file.

This action is being taken due to the following violations of NBSF policy and procedures:

1. Failure to follow the provision of access to unauthorized persons
2. Failure to follow sound judgement and discretion with user logins

It is incumbent upon me to state emphatically and unequivocally that any other neglect of duty will result in further disciplinary action and/or could place your future employment with NBSF in jeopardy. It is ~~intended to be a warning of consequences~~ ~~in the regard relative to your status at~~ JFK High School at Lake Area.

Sincerely,

Michael L. Washington, M. A.
Director of Human Resources

cc: Employee File
CEO File

PLAINTIFF'S
EXHIBIT
"30"

Certificate of Completion

New Beginnings Schools Foundation

Lauren Coleman

has completed

Communication Styles and Skills (Full Course)

a training program requiring 9 minutes

on

Tuesday, March 26, 2019



 safesCHOOLS
TRAINING

Training Coordinator's
Signature

Employee's Initials:

lauren.coleman@nbsfno

PLAINTIFF'S
EXHIBIT
"31"

Certificate of Completion

New Beginnings Schools Foundation

Lauren Coleman

has completed

General Ethics in the Workplace (Full Course)

a training program requiring 17 minutes

on

Tuesday, March 26, 2019



 safesCHOOLS
TRAINING

Training Coordinator's
Signature

Employee's Initials: _____

lauren.coleman@nbsfnola.com 0R3525R8-803N

Certificate of Completion

New Beginnings Schools Foundation

Lauren Coleman

has completed

Password Security Basics (Full Course)

a training program requiring 7 minutes

on

Tuesday, March 26, 2019



 safesCHOOLS
TRAINING

Training Coordinator's
Signature

Employee's Initials: _____

lauren.coleman@nbsfnola.com Q04515N8-803N



Refused to Sign

February 27, 2019

Runell King, Ph.D.



Dr. King:

On Tuesday, February 5, 2019, you participated in an investigatory administrative conference with myself and Monica Boudouin, NBSF Chief of Schools, to discuss your actions and review your supporting documentation regarding the allegations of grade changes at JFK in Dr. Love's classes during the 2018 second quarter. During this conference, the alleged allegations in regard to grade changes made by the JFK administration and your subsequent actions were discussed. An investigation into your allegations was immediately initiated and conducted by myself and Ms. Boudouin.

On Friday, February 15, 2019, you participated in another investigatory administrative conference with myself and Ms. Boudouin. During that conference, we reviewed the details of the events reflected in your personal statements and summary of evidence regarding the alleged grade changes at JFK. We could not find any evidence to substantiate your claim.

Based on a thorough review of the investigative information, related documentation, and your personal statement, it is my recommendation to CEO, Blouin-Williams, that you receive a two (2) days suspension without pay and complete Sensitivity Training on two (2) Safe Schools Modules: General Ethics in the Workplace and Communication Styles and Skills. These Safe Schools Modules must be completed and you must submit results to the Human Resources Department on an agreed upon date. The results will be placed in your NBSF personnel file. You will receive an email from me with the link and username in order to access and complete the required modules. Additionally, this letter of reprimand will be placed in your personnel file.

This personnel action is being taken based on the violation of the following NBSF policy and procedure:

1. Failure to provide accurate data that supported the allegations
2. Failure to use sound judgement and discretion in performing duties

It is incumbent upon me to state emphatically and unequivocally that any other neglect of duty will result in further disciplinary action and/or could jeopardize your employment with NBSF, up to and including termination. It is imperative that you have a clear understanding of NBSF's position in regard to this matter.

If you have any questions or concerns regarding this notification, please feel free to contact me at 504-280-2310.

Respectfully,

Michael L. Washington
Michael L. Washington, M. A.
Director of Human Resources

cc: Employee File
CEO File

March 13, 2019

Signature Received:

Date:





INVESTIGATION STATUS
INTERNAL DOCUMENT ONLY

| | | | |
|---------------------------------------|--|------------------------------------|---------|
| NAME OF EMPLOYEE(S) | Dr. Runell King, Nicole Cooper, Taisha Payne, Lauren, Coleman, Lisa Knight, Rachel Banks | | |
| POSITION | Director of Data Assessment and Accountability, Assistant Principals, Curriculum Coordinator, Master Teacher, Data Manager | SCHOOL | JFK |
| RESOLVED (Y/N) | Y | | |
| OPEN LITIGATION (Y/N) | N | | |
| DATE COMPLAINT RECEIVED | 2/1/19 | TIME COMPLAINT RECEIVED | 4:05PM |
| DATE OF ALLEGED INCIDENT | Unknown | TIME OF ALLEGED INCIDENT(S) | Unknown |
| LOCATION OF ALLEGED INCIDENT | Quarter 2 Grade Changes in PowerSchool | | |
| STUDENT (or STUDENTS) INVOLVED | Dr. Love's Students Period 1, 3, 4 regarding the change of grades | | |

I. SPECIFIC DETAILS OF THE ALLEDGED OFFENSE/INVESTIGATION

I, Michael L. Washington, Director of Human Resources, was made aware on Friday, February 1, 2019, at 4:05 pm, by Michelle Blouin-Williams, CEO, that Dr. Runell King, Director of Data Assessment and Accountability had shared with her and Ms. Monica Boudouin, Chief Instructional Officer, that grade changes had been made in PowerSchool using Roxanne Watts login (of which during the investigation was found not to be true). Ms. Blouin-Williams reached out to Mr. Brian Gibson, Principal regarding the allegations and scheduled a meeting to meet on Tuesday, February 5, 2019, because of Mr. Gibson's being out of town on Monday, February 4, 2019. Mr. Gibson asked Ms. Blouin-Williams prior to the start of an investigation if she would wait until he returned back to work so that he may obtain a clear understanding regarding the grade changes. Ms. Blouin-Williams placed a temporary restriction on Power-School to all JFK Administration who had rights to full-access. Viewing rights are still applicable to the JFK Administration.

Ms. Blouin-Williams, Ms. Boudouin, Mr. Gibson, and I met on Tuesday, February 5, 2019, at 7:40 am, to discuss the allegations and the plan for the investigations. During this meeting we discussed "best practices" regarding login usages and the processes connected to PowerSchool.

Ms. Boudouin and I began the investigation process with Dr. King on Tuesday, February 5, 2019, at 11:05 am, in order to review his findings of supporting documentation such as: Current Scoresheet, Historical Grades, Account Management, PowerSchool Logins, Security Settings, and email correspondences to JFK Administration Staff on procedures and processes. Dr. King's findings reflected that grades had been changed in PowerSchool for Dr. Gloria Love's Algebra III class for periods 1, 3, and 4. The grade changes were restored by Ms. Nicole Cooper, Assistant Principal at JFK on January 17, 2019, at 5:39 pm. Correspondence was sent to all JFK Administration staff on January 30, 2019, regarding the process of submitting any changes relating to Historical Grades, Term Grades, Quarter Grades and Semester Grades.

Ms. Boudouin and I interviewed Ms. Cooper on Tuesday, February 5, 2019, at 12:35 pm, to obtain an explanation of her PowerSchool usage regarding the changing of the grades. Ms. Cooper maintained her PowerSchool login from last school year. Ms. Cooper stated that she never made any grade changes in PowerSchool and she was not aware that any grades had been changed for Dr. Love's classes. Ms. Cooper knew that grade calculations/weights were of a concern when reviewing the report card. Ms. Cooper consulted Ms. Lisa Knight, Master Teacher, and Ms. Rachel Banks, Data

Manager, for support regarding the weight matter. When asked if she had shared her login with anyone else, Ms. Cooper replied she shared her login with both Ms. Lauren Coleman, Curriculum Coordinator, and Dr. Taisha Payne, Assistant Principal. I asked Ms. Cooper if she knew where I could locate Dr. Love's verification forms for quarter 2: she stated that Ms. Banks would have them.

Ms. Boudouin and I interviewed Ms. Banks on Tuesday, February 5, 2019, at 1:05 pm, to request Dr. Love's verification forms and obtain clarity regarding the grading scale and calculations/weights. Ms. Banks drew a diagram showing the importance of each quarter grade's weight in PowerSchool. $Q1=.5$ and $Q2=.5$ and $Semester 1 = 1$. At the beginning of Q3 she noticed that grades were impacting the overall GPA of students. On January 14, 2019, she adjusted the overall GPA average from 99% to 100%. JFK Administration requested that Ms. Knight, Ms. Cooper, Ms. Coleman, and Dr. Payne be given access to Mr. Caliste, Ms. Hingle, and Dr. Love's gradebooks. Ms. Banks stated that the grade point scale has always been on a seven point grading scale for 2018-19. I requested Dr. Love's verification form for Q2. I checked with Ms. Banks on Wednesday, February 6, 2019, at 9:30 am, to review the original documents to the grade changes and Ms. Banks couldn't find the files with the verification forms for either Q1 nor Q2. Ms. Banks later found them around 12:10 pm in a bin that Ms. Banks never remembered having placed them in before. The documents were found on top of her shelf located on the left corner of her office, under the Pupil Progression Plan and potential dropouts. However, none of Dr. Love's verification forms for Q2 were included in the file. Ms. Boudouin asked if whether or not the verifications had been brought to her, or if she had actually found them. Ms. Banks stated that she found them in her office in a bin that she had not placed them.

Ms. Boudouin and I interviewed Ms. Knight on Tuesday, February 5, 2019, at 2:08 pm, to obtain an explanation of her PowerSchool usage regarding the changing of grades. Ms. Knight maintained her PowerSchool login from last school year. She was granted access to three additional class gradebooks: Mr. Caliste, Ms. Hingle and Dr. Love. Ms. Knight stated that she noticed the semester 1 was inaccurate. The grades in Q1 were done accurately and Q2 grades were inaccurate. Ms. Knight assisted teachers with correcting the weights of their gradebook for all of her teachers whom she supports as the Master Teacher, and she made the adjustment in weights for the three additional three teachers in order to equate $Q1=.5$ to $Q2=.5 = 1$. Ms. Knight also stated that after adjusting the weight change, the scale went back to the 10 point grading scale instead of the 7 point grading scale and she made Ms. Bank, Dr. King, and JFK administration aware of the issue.

Ms. Boudouin and I interviewed Ms. Coleman on Wednesday, February 6, 2019, at 9:30 am, to obtain an explanation of her PowerSchool usage regarding the changing of grades. Ms. Coleman stated that she received her login for PowerSchool on January 10, 2019, and had only logged in to see what the system looks like. I then asked Ms. Coleman if she had used anyone else's login to enter into PowerSchool and she replied no. I have witnessed Ms. Coleman being in PowerSchool on two different occasions while I was either waiting or visiting with Mr. Gibson in his office. Ms. Coleman stated that the weights were off on all teachers grades and Ms. Banks asked for the JFK administration to support her with updating the gradebooks. Ms. Coleman also strongly stated that no one on the JFK administration team changed grades for any students.

Ms. Boudouin and I interviewed Dr. Payne on Wednesday, February 6, 2019, at 10:10 am, to obtain an explanation of her PowerSchool usage regarding the changing of grades. Dr. Payne stated that she received her login from Dr. King a few weeks ago but when she tried to login, access was not granted. Dr. Payne also stated that she has used Ms. Knight's login in order to change schedules a request that was made by the Mr. Gibson, Principal. Ms. Knight was present while she was making the changes on Ms. Knight's computer. Dr. Payne also emailed updated schedules to Ashlei DeLarge, Counselor, regarding the weight change impact. The issues regarding the weight changes was discovered by Ms. Cooper and Ms. Knight.

I met with Ms. Rachel Banks, Data Manager, on Wednesday, February 6, 2019, at 10:20 am, requesting the verification forms for Quarter 2 and she wasn't able to locate the forms. Ms. Banks stated that she had the verification form in the left side of her desk drawer of which was missing. Later that day around 12:40 pm, Ms. Banks stated that she found the verification form in a bin that she didn't remember placing it in. During that time Dr. Runell King had arrived to her office. Mr. Gibson went to Ms. Banks office and retrieve the verification forms and brought them to me.

Ms. Boudouin and I interviewed Dr. King on Wednesday, February 6, 2019, at 1:43 pm, to verify that the data that he provided was the accurate data stating that grades had been changed from F's to higher grades. After receiving the actual grade book from Dr. Gloria Love, Algebra III Teacher reflecting that she issued no F's for Quarter 2. Dr. King stated that he didn't understand why the historical grades would be reflecting something else.

Ms. Boudouin and I interviewed Ms. Knight on Friday, February 8, 2019, at 10:05 am, to verify the data that was shared by Dr. King indicating that Ms. Knight had altered grades in PowerSchool. Ms. Knight begin to stated that she never changed any grades and that the weights still remain a concern for several of her teachers. I asked Ms. Knight to log into her PowerSchool in order to show her concerns. Ms. Knight opened Dr. Love's former class and showed where the weights were reflecting 25% for each category and Ms. Hingle's class was reflecting a 10% weight for every categories instead of 30% +30% + 30% + 10% formula. Due to Dr. Love's verification form missing from the file. Q2 grades were requested from Dr. Love and once receive, indicated that only one F grade was issued to one student.

Ms. Boudouin and I spoke with Dr. Runnel King on Friday, February 15, 2019, at 10:35 am, to verify the data that was given to us by Ms. Lisa Knight shown that grade were not changed and the weight are off on certain sections. We stated that base upon the grade book provided by Dr. Gloria Love, Algebra Teacher the grades are accurate in the Dr. King stated that he wasn't sure where that data could've come from. He call PowerSchool support system and reprinted the original document that was initially given to start the investigation. The data that was given doesn't match what's reflective in the actual grade books.

II. RECOMMENDATION (Human Resources and Legal Advisement)

The above documentation is evidence used to determine the consequence for each employee listed below:

Dr. Runell King- (2 days suspension without pay, Ethics Training: General Ethics in the Workplace and Communication Styles and Skills)

Ms. Nicole Cooper- (1 day suspension without pay, Ethics Training: General Ethics and Password Security Basics)

Ms. Lauren Coleman- (Written reprimand, Ethics Training: General Ethics, Password Security Basics, and Communication Styles and Skills)

Ms. Taisha Payne- (Written reprimand, Ethics Training: General Ethics and Password Security Basics)

EMPLOYEE SIGNATURE: _____



Refused to Sign

March 13, 2019

Dr. Runell King

Dr. King:

On Tuesday, February 26, 2019, you were placed on leave without pay relative to allegations of inaccuracies of reporting and mishandling of test materials. Due to the sensitivity of the allegations, a full investigation of these matters was conducted and it was concluded that the mishandling of sensitive assessment materials, properly securing them, and identifying and accusing other NBSF employees as having provided the data to you is unacceptable. Procedures for the delivery, verification, and securing of confidential testing materials was not executed with fidelity.

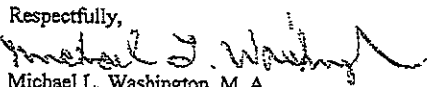
After a thorough investigation and comprehensive review of the conference notes, related documentation and employee statements, by CEO Blouin-Williams, we have determined that these are serious violations.

Therefore, based on cause and our organizational At-Will Policy, New Beginnings is terminating your employment effective immediately. This termination notification will be placed in your NBSF personnel file.

Your final NBSF paycheck will be directly deposited on March 15, 2019. That paycheck will include vacation pay and any other amounts due to you per NBSF policy. As allowed by law, any outstanding financial obligations owed to NBSF will be deducted from your final paycheck (2 days without pay).

Your health insurance coverage will be effective until March 30, 2019. Please be advised that you and your eligible dependents may continue participation in NBSF's group medical and dental plans through the Consolidated Omnibus Budget Reconciliation Act (COBRA), as per federal law enacted on April 7, 1976. You will also receive information in the mail regarding your health coverage. Please note, there are deadlines to opt into COBRA coverage. Immediate review and acceptance of your COBRA benefits will ensure that you retain your eligibility.

If you have any questions or concerns regarding this termination notification, please feel free to contact me at 504.780.7210

Respectfully,

Michael L. Washington, M. A.
Director of Human Resources

cc: Employee File
CEO File

Signature Received: _____ Date: March 13, 2019

PLAINTIFF'S
EXHIBIT
"34"



Michael Washington <michael.washington@newbeginningsnola.net>

ACT missing labels located

2 messages

Tamika Duroncelay <tamika.duroncelay@newbeginningsnola.net>

Thu, Mar 14, 2019 at 6:14 PM

To: Michael Washington <michael.washington@newbeginningsnola.net>, Michelle Blouin-Williams <michelle.blouin-williams@newbeginningsnola.net>, Monica Boudouin <monica.boudouin@newbeginningsnola.net>

Cc: [REDACTED]

Good day,

I am writing to document what occurred today, March 14, 2019 in regards to missing ACT labels from a few weeks ago. As a brief history to preface the reason for this email, a few weeks ago, Dr King received ACT testing boxes. He opened them per his understanding that the DTC should inventory all materials that arrive before they are delivered to the in school testing coordinators. He placed this understanding in writing and once inventoried he passed them off to Ms. Knight the in school testing coordinator. When the boxes were passed off he made no mention of any items missing. He inventoried the boxes, per his verbal statement with Kim Owens as his witness. He passed the boxes off to Ms. Knight already opened and supposedly inventoried. He called me, as the back up DTC, before he delivered them to Ms. Knight and informed me that Ms. Knight was about to receive the ACT materials and that she was going through the boxes to inventory. I asked at that time who was going through the materials with Ms. Knight and he informed me that Ms. Owens and Ms. Knight were going through the boxes. I told him that was a good idea since she had gone through them with you (Dr. King) and we needed another set of eyes during inventory.

As Ms. Knight and Ms. Owens worked on checking the boxes, I entered to check on progress. Ms. Knight at that time informed me that she was boxing everything back up because there were labels missing. She informed me and did so with Ms. Owens, Mr. Gibson, and I right there. At that time she stated she was giving everything back to Dr. King because the labels were missing and he had to handle that based on the boxes being opened and him inventorying the boxes first.

Other things have occurred in between this time in reference to locating the labels but I wanted to preface what now has occurred. See below:

March 14, 2019:

Today, March 14, 2019, Ms. Lisa Knight and I, Tamika Duroncelay met at 7:15 am to deliver completed ACT testing materials to Capdau our central office delivery and drop off location for pick UPS/Fed Ex pick up. We delivered these materials and signed off with Ms. Bowie the in-house testing coordinator for Capdau, and left the materials at our central office location for pick up.

We returned to JFK school site to prepare for ACT WorkKeys assessment inventory and preparation for administration. Ms. Knight and I had to go into the office of Dr. King where the ACT Work Keys boxes were being housed. These boxes before we went to pick them up from his office on March 14, 2019 had only been touched by Dr. Runell King and per his verbal statement, Kim Owens as his witness to auditing when they arrived. Ms. Knight nor I, Tamika Duroncelay had any contact with these opened boxes before today. We gathered the boxes from his locked office and transported them to the main office to complete inventory.

While completing inventory we got to the last box (BOX 5 of 5) and the missing labels from ACT appeared. These labels were found at the bottom of the ACT Work Keys boxes that were as well opened at the same time the ACT boxes were opened by Dr. King for inventory. Once this was found today, myself and Ms. Knight signed off that the missing ACT labels were found in the Work Keys boxes as we inventoried these test materials for Work Keys ACT.

I immediately went to CEO M. Blouin-Williams and informed her that the labels were found in the Work Keys boxes that we retrieved already opened in Dr. King's office. In the CEO's office at the time was Monica Boudouin. Michelle requested that I call all persons that were in the inventory room to her office. (Knight, Coleman, Gibson) During that time I passed off the located ACT to labels to Michelle and that was the end. I am no longer in possession of the recovered labels as per the request of Michelle Blouin-Williams to turn them over to her.

Tamika Duroncelay
504-400-6845





FOR IMMEDIATE RELEASE

Media Contact:

Tania Dall
Director of Communications
NOLA Public Schools
(504) 206-6611
communications@nolapublicschools.com

NOLA-PS SUPERINTENDENT DELIVERS UPDATE ON JFK FINDINGS TO OPSB

NEW ORLEANS – (September 26, 2019) - The following is a statement that was delivered to the Orleans Parish School Board (OPSB) by Dr. Henderson Lewis, Jr., Superintendent of NOLA Public Schools (NOLAPS), at the Board Business Meeting on Thursday, Sept. 26th. The remarks are in reference to the investigation into the New Beginnings Schools Foundation (NBSF) grade changing issues that occurred at John F. Kennedy (JFK) High School:

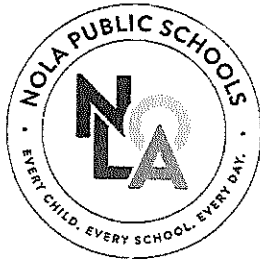
"Tonight I would like to provide an update on John F. Kennedy High School, as I have prioritized monthly over the past several board meetings because I believe our community deserves to be informed about the status of the students who participated in the graduation at JFK for the 2018-2019 school year and our ongoing oversight of the work being done with current students.

Tonight I would like to share that a final report has been completed by NOLA public schools staff. The report summarizes our review of the incidents that occurred at JFK and subsequent actions taken by our administration in response. This report has also been shared with the state Office of Inspector General and the board president for New Beginnings Schools Foundation.

And while our review into this matter is complete given our authority and responsibilities, it should be mentioned the state inspector general is still in the process of conducting its own investigation.

In short, based upon information gathered and reviewed, our investigation into grade change allegations raised in February was ultimately inconclusive. However, a second grade change scheme was reported to OPSB in May. This second incident resulted in some students who participated in the 2018-2019 graduation at JFK not being certified.





These actions taken by JFK officials at the time resulted in:

1. Graduating seniors not being able to receive diplomas and transcripts in a timely manner,
2. Some students being required to take additional courses over the summer, and
3. Some students being required to take end of course exams during the summer, all in an effort to properly certify graduates.

Over the course of our review, the OPSB administration decided to seek revocation of new beginnings' charter given the non-compliance uncovered. Almost simultaneously, the New Beginnings Schools Foundation (NBSF) charter board voted to surrender the charters for both John F. Kennedy at Lake Area High School and Pierre A. Capdau Charter School at Avery Alexander effective at the end of the 2019-2020 school year.

This outcome was an appropriate reaction and was accepted due to the fact that the staff who were involved in the non-compliance issues were no longer with the organization, and such a transition at the end of this school year would provide for a more stable, long-term transition for the students to a new operator. Additionally, this surrender allowed my team to focus our energies immediately upon the graduating class of 2019 and students returning for this school year.

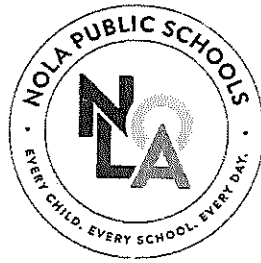
Although this report summarizes the district's review of facts and even though NBSF voted to surrender its charters, there is still an open notice of Non-compliance, Level 2 that is currently being monitored.

During the district's review of grade changing allegations, OPSB also became aware of an allegation that the CEO for NBSF altered minutes from a NBSF board meeting which led to a transportation contract being awarded that may not have gone through the appropriate approval process. However, the allegation has not been confirmed to date.

In response to this concern, among other actions, our administration now monitors NBSF management and financial reports, we receive copies of all contracts issued and payments in excess of \$10,000. And any outstanding compliance issues that are a part of the open notice of non-compliance will be addressed through our usual charter school accountability framework. Which includes assessing, tracking noncompliance notices, sharing those notices publicly at board meeting, and taking appropriate action.

At this time, our focus is twofold with regards to JFK: working to support students within the class of 2019 to resolve any outstanding academic issues and ensuring current JFK students are set up for success.

I'm happy to report that the new CEO of NBSF and current JFK staff have proven to be cooperative and committed to doing what is best for students through this transition, and I applaud their efforts. And I have also assigned my team members to schools, to offer support and be heavily engaged in daily operations at the school, including continued monitoring of student records for accuracy.



As for the class of 2019, I have a detailed update to share regarding those students specifically:

Of the 155 students who participated in the graduation at JFK for the 2018-2019 school year:

- Initially only 85 students were eligible to graduate in May
- Since then 52 more students were verified by LDOE including summer school completion and waivers approved for a total of 137 graduates.

That leaves 18 students. 14 of these students are in various stages:

- Some students are eligible for a waiver that needs to be submitted by NBSF
- Some are enrolled in high school
- A few students only need EOC exam
- Some students were previously enrolled in credit recovery, but the LDOE has identified issues that shall be reviewed and remedied
- While a few students are simply still enrolled in credit recovery

As for the remaining students - we are urgently and consistently reaching out to them. Our focus is these 18 students and ensuring that they can move forward in their journeys. And, I remain committed to supporting the current students at JFK as well as the staff to achieve great things this school year. Working together on behalf of our children is what NOLA Public Schools is truly about.

Moving forward, I fully expect to hear and report positive things about what students and staff will accomplish at JFK this year and beyond. Additionally, I want to share that our accountability team has been engaging with other high schools across the city and report that what happened at JFK is not, I repeat not, a widespread problem.

We are proud of our high schools and the work they are doing to help prepare our children for college, careers, and beyond. “

###

ABOUT NOLA PUBLIC SCHOOLS: NOLA Public Schools is the public school district for Orleans Parish, which includes the district’s elected school board, known as the Orleans Parish School Board, and the district’s administration led by NOLA Public Schools Superintendent Dr. Henderson Lewis, Jr. NOLA Public Schools currently oversees 78 public schools, including 75 charter schools, three direct-operated schools and a school with two educational programs for students in secure-care facilities. For more information, visit www.nolapublicschools.com. For updates, follow NOLA Public Schools on Facebook @NOLAPublicSchools, Instagram @nolaps and Twitter @NOLAPSchools.



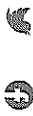
☰ Men



SCHOOLS

New Beginnings CEO placed on paid leave during investigation into grade inflation, falsifying records

by MARTA JEWSON
APRIL 1, 2019





Runell King pleads with the charter board of New Beginnings Schools Foundation to investigate his allegations of grade inflation at a board meeting March 28, 2019.

At an emergency meeting Monday night, the New Beginnings Schools Foundation board placed CEO Michelle Blouin-Williams on paid leave pending the outcome of an independent investigation into allegations of grade inflation and falsifying public documents related to a bus contract.

The three-school charter network's board voted unanimously to hire the law firm Adams and Reese to conduct the investigation. Board chairman Raphael Gang said the firm would "investigate recent allegations that have been made against the organization and individuals."

After speaking with staff and students, Gang said it became "abundantly clear" they needed an independent investigation. He said it was especially important for the school's families and students.

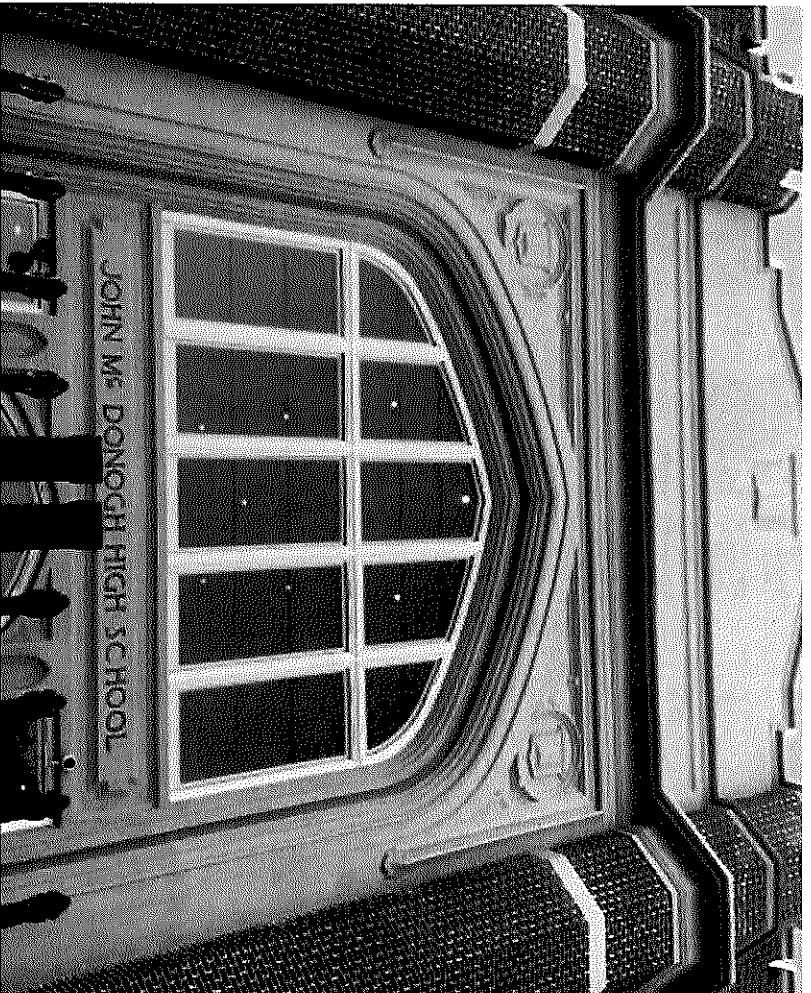
"They deserve to know exactly what is going on in this organization with full transparency and accountability," Gang said.

The board then held an hour-long closed-door executive session to evaluate Blouin-Williams. She was there with her attorney Robert Jenkins, the prominent local defense attorney who represented former New Orleans Mayor Ray Nagin during his trial on **federal corruption charges**.

After a closed-door session, the board voted unanimously to place her on paid leave during the investigation. The network's executive team will serve as the interim leaders of the organization.

District officials Amanda Aiken and Kelli Peterson were also present at the meeting. New Beginnings' board attorney, Michelle Craig, a former Adams and Reese employee was not present.

The charter network has faced growing scrutiny in the last two weeks after a former network-level employee **brought allegations of grade inflation** at John F. Kennedy High School at Lake Area to The Lens.




**DOZENS OF CHARTER SCHOOLS.
DOZENS OF REOPENING PLANS.
ONE PLACE TO KEEP TRACK OF IT.**

**Follow New Orleans schools
coverage from The Lens,
delivered to your inbox.**

Enter your email

Join our email list

By clicking submit, you agree to share your email address with The Lens and our email service, Mailchimp, to receive marketing, updates, and other emails from us. Use the unsubscribe link in those emails to opt out at any time.



I'm not interested

Runell King said **at least 17 students in Algebra III** moved from an F to a D. Blouin-Williams said grades were changed due to a calculation error in the school's electronic gradebook. But King contends, if that were the case, all students in the questioned classes grades would have changed or at least shifted. That did not happen, he said.

The algebra teacher left mid-year for personal reasons. King said he thinks that made her students a target for the grade inflation.

Blouin-Williams has repeatedly refused to answer questions about why an indicator of a manual final grade change, a small red exclamation mark, appeared on some students grades and not others.

King, who previously worked as the network's director of data, assessment and accountability, was at the meeting. He had asked to be placed on the agenda, but board members ended the meeting without doing so. Gang, the board chairman, spoke with him afterwards.

"We want to make sure we have the right information," Gang said.

King asked for a timeline, Gang said they didn't have one yet.

"I'm now questioning the practices of the organization," he said, noting he was suspended without pay at two different times, while Blouin-Williams was being placed on paid leave.

King reported his findings to New Beginnings administrators in February. New Beginnings, as well as the Orleans Parish school district, both initially said they conducted investigations and found no evidence of wrongdoing. King was fired last month.

But in the weeks since the allegations have become public, both New Beginnings and the district have reopened their investigations.

The Orleans Parish school district released a statement as the board went into executive session.

“As an authorizer of schools, the Orleans Parish School Board (OPSB) takes the integrity of education very seriously,” spokeswoman Dominique Ellis wrote.

She provided more details about the district’s investigation. Ellis wrote “the OPSB received an allegation of wrongful grade changes regarding New Beginnings Schools Foundation” on March 1 and started an investigation that lasted two weeks.

“At that time, it was determined that the school did not act in an improper manner,” she wrote. “However, additional concerning information came to light after the initial investigation. As such, this issue is now considered an ongoing investigation.”

She said district officials are independently investigating. “The OPSB will provide updates on this investigation as they become available.”

Blouin-Williams has also been accused of doctoring board meeting minutes to falsely reflect that the board approved a lucrative contract with the Scholars First bus company. **WWLTV’s David Hammer approached Blouin-Williams about the allegations** but she wouldn’t answer questions.

Scholars First is **facing a criminal investigation** for allegedly falsifying its insurance documents, following earlier reporting by Hammer.

The original agenda emailed to reporters for the board's Sept. 21, 2017 meeting **did not list a "contract" item**. But **the current agenda on the network's website** does include that item. Meeting minutes **don't reflect any vote** to add an item. But the minutes show a transportation contract with Scholar's First was approved. Hammer **reported audio of the meeting does not include a contract approval**.

Related

New Beginnings schools CEO resigns amid grade-changing investigation

As results of grade-fixing probe loom, five Kennedy High School administrators are 'no longer employees,' board president says

Kennedy HS has not provided school district required information on grade-fixing, transcript errors, according to warning letter

MARTA JEWSON

Marta Jewson covers education in New Orleans for The Lens. She began her reporting career covering charter schools for The Lens and helped found the hyperlocal news site Mid-City Messenger. Jewson returned... [More by Marta Jewson](#)

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (this "Agreement") is entered into as of the 11th day of April, 2019 (the "Effective Date"), by and between New Beginnings Schools Foundation (NBSF), and TENSQUARE, LLC, a District of Columbia limited liability company ("TenSquare").

WHEREAS, TenSquare is a professional consulting and advisory firm that specializes in strategic intervention services for schools and charter school application review and charter school accountability such as those requested by NBSF; and

WHEREAS, NBSF desires to engage TenSquare upon the Effective Date to provide and deliver to NBSF the scope of work and services that are set forth in this Agreement (the "Scope of Work"), subject to the terms and conditions hereinafter described;

WHEREAS, NBSF and TenSquare desire to more fully set forth herein each party's rights and obligations under this Agreement.

NOW THEREFORE, in consideration of the conditions and covenants set forth herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, NBSF and TenSquare agree as follows:

1. Agreement to Retain TenSquare.

NBSF hereby retains and engages TenSquare as an independent contractor and Consultant to undertake and complete the Scope of Work set forth in Section 3 and Attachment A of this Agreement. TenSquare hereby accepts such engagement and agrees to provide NBSF with its professional expertise and to use all its best efforts in connection with the Scope of Work as set forth in Section 3 and Attachment A below.

2. Term.

The term of the engagement contemplated by this Agreement (the "Term") shall commence as of the Effective Date and shall conclude on June 30, 2019, except as may be extended by the parties for successive subsequent terms by mutual consent. Upon the expiration of this Agreement, neither party shall have any obligation to the other except for the full payment of any and all outstanding monetary obligations due hereunder.

3. Scope of Work and Duties of TenSquare.

TenSquare shall undertake, perform, render, and complete the following Scope of Work services (collectively, the "Services") during the Term of this Agreement, in all cases subject to NBSF's review, approval and direction. The Scope of Work for these services is outlined in Attachment A hereto which is incorporated herein and made a part of this Agreement.

4. Authorized Representatives.

TenSquare designates Kathleen Padian as its representative authorized to act on TenSquare's behalf with respect to the services and Scope of Work hereunder and all matters described in this Agreement. NBSF shall designate one or more representatives authorized to act on NBSF's behalf with respect to all matters under this Agreement. NBSF shall render decisions in a reasonably timely manner pertaining to documents submitted by TenSquare in order to avoid unreasonable delay in the orderly and sequential progress of TenSquare's services and performance of the Scope of Work hereunder. NBSF may by written notice appoint alternative or additional representatives at any time.

5. Payment of Costs.



All out-of-pocket and third-party costs and expenses incurred by TenSquare in connection with its performance of this Agreement shall be the responsibility of NBSF, except as otherwise expressly provided in this Agreement. Compensation.

For the performance by TenSquare of the services and Scope of Work set forth in this Agreement, TenSquare shall be paid a fixed fee of \$90,000 to be paid in two installments within 30 days of receipt of each invoice, which will be submitted at the beginning and at the end of the project. Full payment will be made no later than July 31, 2019. Reasonable travel expenses related to the scope of work will be paid to TenSquare upon receipt of actual expenses up to a maximum of \$7,500.

6. Confidentiality.

TenSquare agrees not to use any Confidential Information (defined below) nor disclose any Confidential Information to anyone other than employees, principals, attorneys and other professionals of TenSquare who have acknowledged this confidentiality covenant and agree to be bound by it. TenSquare may share such information with consultants or other advisors engaged by TenSquare or NBSF and with governmental entities and officials in order to further the interests of NBSF if permitted to do so by NBSF. This confidentiality covenant shall be effective on the Effective Date hereof and shall survive the conclusion of this Agreement for a period of seven (7) years. For purposes of this Agreement, "Confidential Information" is: (a) non-public information contained in any materials delivered, provided, or made accessible to TenSquare pursuant to this Agreement, whether orally, electronically, in writing or otherwise; and (b) non-public information which relates to NBSF's business affairs or that of any of its affiliates, including without limitation all information relating to NBSF's public charter school business, operations, programs, research, development and marketing plans, strategies and forecasts and the terms of any contracts or agreements entered into by NBSF. In the event TenSquare is compelled by judicial process or law to disclose Confidential Information, TenSquare shall inform NBSF sufficiently in advance of disclosure to provide NBSF the opportunity to contest such disclosure and shall reasonably cooperate with any efforts by NBSF in this regard but shall not be held liable for any disclosure pursuant to legal process.

7. Representations.

Each party hereto represents and warrants to the other party hereto that: (a) the execution, delivery and performance by each such party of this Agreement has been duly authorized by all necessary action on its part and does not contravene or conflict with any provisions of any agreement or other instrument to which it is party or by which it is bound or any applicable law, judgment, order, writ, injunction, decree, rule or regulation of any court, governmental authority, administrative agency or arbitrator; (b) this Agreement is the legal, valid and binding obligation of each such party, enforceable against it in accordance with its terms; and (c) there is no pending or threatened action or proceeding affecting each such party before or by any court, governmental authority, administrative agency or arbitrator, which if adversely determined, would prevent such party from consummating the transactions contemplated hereby or which may materially or adversely affect the financial condition of each such party.

8. Independent Contractor.

TenSquare and NBSF agree that TenSquare is and shall be an independent contractor of NBSF for all purposes with regard to its performance of the Scope of Work and services pursuant to this Agreement, including, without limitation, for federal (including social security and unemployment), and Louisiana local tax purposes. TenSquare hereby acknowledges and agrees that it is and will be solely responsible for all of its own federal and Louisiana taxes, including withholding taxes, as may be or shall become due and payable relating to the performance of the Scope of Work and its services to NBSF under this Agreement. Nothing contained herein shall be construed to create the relationship of principal and agent, partnership and partner, joint venture entity and joint venture party, or employer and employee, between TenSquare and NBSF.

9. Indemnifications; Limit of Liability.

- a. TenSquare hereby agrees to indemnify, defend and hold harmless NBSF, its officers, directors, and employees (collectively, "NBSF's Indemnities"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments and awards, and costs (including without limitation reasonable attorneys' fees and court costs incurred in connection with the enforcement of this indemnity or otherwise), expenses, fines and penalties (collectively, "Losses"), suffered or incurred by NBSF's Indemnities as a direct result of: (i) any breach by TenSquare of this Agreement, provided such breach is not solely caused by NBSF or events beyond the reasonable control of TenSquare; or (ii) fraud, negligence or unlawful conduct of TenSquare in connection with the transactions contemplated under this Agreement or the provision of TenSquare's services and its performance of the Scope of Work for NBSF hereunder. TenSquare shall have the right to defend, and shall defend, at its own expense and by counsel of its own choosing (subject to NBSF's approval of such counsel, not to be unreasonably withheld), against any claim or liability as to which the indemnity agreement set forth in this paragraph would apply. TenSquare or NBSF, as applicable, shall regularly apprise the other of the status of all such proceedings. TenSquare's indemnification obligations hereunder shall not ex.

- b. NBSF shall, to the extent permitted by law, indemnify, defend and hold harmless TenSquare, its members, officers, directors and employees (collectively, "TenSquare's Indemnities"), from and against any and all Losses suffered or incurred by TenSquare's Indemnities as a result of: (i) any breach by NBSF of this Agreement, provided such breach is not solely caused by TenSquare or events beyond the reasonable control of NBSF; or (ii) fraud, gross negligence or unlawful conduct of NBSF in connection with the transactions contemplated under this Agreement. NBSF shall have the right to defend, and shall defend, at its own expense and by counsel of its own choosing (subject to TenSquare's approval of such counsel, not to be unreasonably withheld), against any claim or liability as to which the indemnity agreement set forth in this paragraph would apply. NBSF or TenSquare, as applicable, shall regularly apprise the other of the status of all such proceedings. NBSF's indemnification obligations hereunder shall not exceed the financial benefits reasonably expected to be derived by NBSF from and under this Agreement.

- c. (i) Absent fraud or intentional misconduct, in no event shall either Party hereto have any liability for special, incidental, consequential (including loss of profits or business opportunity) or punitive damages to any other Party and any claims therefor are hereby expressly waived by each Party, whether based on contract, tort or otherwise
 - (ii) Except as otherwise provided in Section 10(c)(iii) below, in no event will TenSquare's aggregate liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the aggregate amounts paid to TenSquare pursuant to this Agreement hereunder during the 6 month period preceding the event giving rise to the claim.

 - (iii) The exclusions and limitations in Sections 9(c)(i) and (ii) shall not apply to:

- (A) Damages or other liabilities resulting from a Party's fraud or intentional misconduct;
 - (B) Damages or other liabilities resulting from a Party's failure to comply with its obligations under Section 7 (Confidentiality); or
 - (C) Damages resulting from death or bodily injury resulting from a Party's negligent acts or omissions.
- d. The provisions of this Section 9 shall survive the expiration or termination of this Agreement.

10. Ownership of Work Product and Marketing Materials.

Subject to the terms of agreements with any other consultants and contractors retained by NBSF, all intellectual property (whether in electronic form, hard copy, or other form) shall be owned and become the property of NBSF. Notwithstanding the foregoing, NBSF and TenSquare agree that any work product of TenSquare may be used by either party in future transactions with or without the participation of the other party. TenSquare occasionally makes reference to particular projects and clients in its marketing materials. NBSF grants TenSquare the right to make such reference to NBSF, including the reasonable and limited use of NBSF's name and other information relating to NBSF and the matters included in this Agreement.

11. Termination.

- a. This Agreement shall continue in effect from the Effective Date until expiration as provided in Section 2 herein. This Agreement may be terminated prior to the end of the Term hereof solely as set forth below and the rights and remedies of the parties upon such termination shall be as set forth in this Section. Either party (the "Non-defaulting Party") may terminate this Agreement upon a material breach of this Agreement by the other party (the "Defaulting Party") if such breach continues for a period of ten (10) days after notice by the Non-defaulting Party to the Defaulting Party; provided, however, if the nature of the material breach is such that it cannot be cured reasonably within the period of ten (10) days, the Defaulting Party shall not be deemed in default of this Agreement if the Defaulting Party commences the curing of such breach within ten (10) days of such notice and prosecutes in good faith the curing of the default. Not later than ten (10) days following the termination date, TenSquare shall provide NBSF with an itemized invoice for all fees and costs incurred but not billed by TenSquare prior to the termination date. NBSF shall remit the amount due and payable under such invoice to TenSquare within ten (10) days following NBSF's receipt of the itemized invoice.
- b. In the event of termination, expiration or other conclusion of this Agreement, NBSF shall pay the fees and expenses of TenSquare for all consulting Services performed by the professionals of TenSquare to or for the benefit of NBSF from the Effective Date of this Agreement up until the date of termination, expiration or conclusion. After any termination, expiration or conclusion of this Agreement, NBSF shall be entitled to the nonexclusive use of all the work and products performed by TenSquare.

12. Notices.

Any notices, requests, demands and other communications provided for by this Agreement between the parties hereto shall be in writing and deemed received: (a) on the day delivered in person or by e-mail or facsimile (FAX) transmission after receipt of confirmation (with hard copy to be delivered by regular mail, registered or certified mail or courier service); (b) on the next business day if sent by overnight delivery service; or (c) five (5) days after being mailed, postage prepaid, certified or registered with return receipt requested at the address stated below or to such changed address as the addressee may have given by similar notice hereunder:

If to NBSF:
Raphael Gang
President
Board of Directors
New Beginnings School Foundation
5800 St. Roch Avenue
New Orleans, LA 70124
E-mailto: raphael.gang@newbeginningsnola.net

If to TenSquare:
TenSquare, LLC
365 Canal St. Suite 1020
New Orleans, LA 70113
Attention: Kathleen Padian
Telephone: 504-655-0213
E-mail: Kathy@thetensquaregroup.com

13. Amendment: No Waiver.

No provision of this Agreement may be modified, waived or discharged unless such modification, waiver or discharge is agreed to in writing by NBSF and TenSquare. No waiver by any party hereto at any time of any breach by any other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No waiver of any provision of this Agreement shall be implied from any course of dealing between or among the parties hereto or from any failure by any party hereto to assert its rights hereunder on any occasion or series of occasions.

14. Governing Law.

This Agreement and the enforcement thereof shall be governed by, and interpreted in accordance with, the laws of the State of Louisiana.

15. Assignment.

This Agreement shall not be assignable by TenSquare, and TenSquare may not delegate any of its duties hereunder, without the prior written consent of NBSF. Any assignment or delegation in violation of this Section 15 shall be null, void and without effect. NBSF represents and warrants that it does not intend to assign this Agreement.

16. Surviving Obligations.

The obligations of NBSF and TenSquare set forth in Sections 10.a. and 10.b. shall survive the termination, expiration or conclusion of this Agreement to the extent described herein.

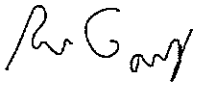
17. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes any and all prior understandings, agreements or correspondence between the parties with respect to the subject matter hereof.

18. Construction of Agreement. The parties hereto acknowledge and agree that each party has reviewed and negotiated the terms and provisions of this Agreement and has had the opportunity to contribute to its revision. Accordingly, the rule of construction to the effect that ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement. Rather, the terms of this Agreement shall be construed fairly as to both parties hereto and not in favor of or against either party.

[Signature page follows]

IN WITNESS WHEREOF, each of NBSF and TenSquare has caused this Agreement to be signed by its duly authorized representative as of the day and year first above written.

NEW BEGINNINGS SCHOOL FOUNDATION

By: 
Name: Raphael Gang
Title: President, Board of Directors

TENSQUARE, LLC

By: 
Name: Josh Kern
Title: Managing Partner

Attachment A - Scope of Work for NBSF

TenSquare will place seasoned, highly qualified, TenSquare team members at the NBSF Home Office to expand the capacity of the existing administration.

Our team will build the organizational capacity through his support of staff members, parents, community members and will help NBSF meet overall organizational goals.

Our NBSF based team will draw on the expertise of additional TS team members as needed and will begin to review all data and financial reports to ensure that the network remains in compliance with funding regulations and within the board approved annual budget.

Re: Senior Projections SPS - Invitation to comment

email: "andrew@thensquaregroup.com Andrew Touchette"
To: email: "lauren.coleman@newsqldnj.org" not Lauren Coleman"

Wednesday, Apr 17, 2019 at 9:22:16 AM Central Daylight Time

Thank you Ms. Coleman.

Two of my colleagues - Meghan Turner and Kathy Padian have request access to see your senior data. Please grant them permission.

Thanks again
Andrew

On Wed, Apr 17, 2019 at 10:19 AM Lauren Coleman <lauren.coleman@newsqldnj.org> wrote:
Good Morning

Devon is aware of our tracking process. We are waiting for the final Senior Certification list that should be provided by Devon. Mrs. Owens (our server/course), and Mrs. Banks (our data manager). This list of course, will be a projection because students still have not received final grades from this semester however, they are working on a list that shows that seniors have been scheduled correctly and only need to pass the courses they are currently enrolled in to earn a diploma. Their deadline to produce this list is May 3rd which was set by Mrs. Duronostay. Additionally, there is a group of seniors who also need to meet the testing requirements. Mr. Gibson has met with each of these students and their parents in preparation for EOC testing. The tracker that was shared was to provide you some additional working knowledge around our process and to give some context into our vision for our seniors. Please let me know if you have any additional questions. Hope this helps!

On Tue, Apr 16, 2019 at 8:57 PM Andrew Touchette <andrew@thensquaregroup.com> wrote:
Thanks for sharing this, Lauren.

Has Devon Matthews seen this?

Based on this data, how many seniors are likely to graduate?

Best
Andrew

On Tue, Apr 16, 2019 at 1:16 PM Lauren Coleman (via Google Sheets) <dmw-shares-lorrenly@google.com> wrote:

