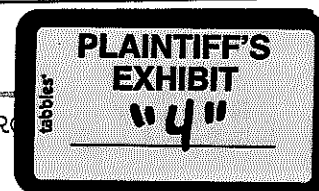


TOPS UNIVERSITY

(COLLEGE DIPLOMA) COURSE REQUIREMENTS

FOR INCOMING FRESHMEN BEGINNING FALL 2014

ENGLISH = 4 Units	Course Code	TOPS 4 Point Scale	TOPS 5 Point Scale	Course Title
1 Unit	120331	✓		English I
	120617	✓		English Language Part 1: Cambridge IGCSE
	120619	✓		English Literature Part 1: Cambridge IGCSE
1 Unit	120332	✓		English II
	120618	✓		English Language Part 2: Cambridge IGCSE
	120620	✓		English Literature Part 2: Cambridge IGCSE
1 Unit from the following:	120333	✓		English III
	120329		✓	English III: Gifted
	120341		✓	English III: Honors
	120325		✓	English III: AP [®] English Language and Composition
	120403		✓	English III: IB [®] Literature
	120327		✓	English III: IB [®] Language & Literature
	120404		✓	English III: IB [®] Literature & Performance
	120601		✓	English III: DE - CENL 1013 English Composition I
	120602		✓	English III: DE - CENL 1023 English Composition II
	120603		✓	English III: DE - CENL 2153 American Literature I
	120604		✓	English III: DE - CENL 2163 American Literature II
	120605		✓	English III: DE - CENL 2173 Major American Writers
	120621		✓	English Language Part 1: Cambridge AICE - AS (Honors)
	120623		✓	Literature in English Part 1: Cambridge AICE - AS (Honors)
	1 Unit from the following:	120334	✓	
120330			✓	English IV: Gifted
120342			✓	English IV: Honors
120326			✓	English IV: AP [®] English Literature and Composition
120405			✓	English IV: IB [®] Literature
120328			✓	English IV: IB [®] Language & Literature
120406			✓	English IV: IB [®] Literature & Performance
120622			✓	English Language Part 2: Cambridge AICE - AS (Honors)
120624			✓	Literature in English Part 2: Cambridge AICE - AS (Honors)
120606			✓	English IV: DE - CENL 1013 English Composition I
120607			✓	English IV: DE - CENL 1023 English Composition II
120608			✓	English IV: DE - CENL 2103 British Literature I
120609			✓	English IV: DE - CENL 2113 British Literature II
120610			✓	English IV: DE - CENL 2123 Major British Writers
120611			✓	English IV: DE - CENL 2203 World Literature I
120612			✓	English IV: DE - CENL 2213 World Literature II
120613			✓	English IV: DE - CENL 2223 Major World Writers
120614			✓	English IV: DE - CENL 2303 Introduction to Fiction
120615			✓	English IV: DE - CENL 2323 Introduction to Literature
120616		✓	English IV: DE - CENL 2313 Introduction to Poetry and/or Drama	



Math = 4 Units	Course Code	TOPS 4 Point Scale	TOPS 5 Point Scale	Course Title
1 Unit	160321	✓		Algebra
1 Unit	160323	✓		Geometry
1 Unit	160322	✓		Algebra II (Integrated Mathematics I, Integrated Mathematics II, including the Cambridge IGCSE Integrated Mathematics sequence, may be substituted for the Algebra I, Geometry, and Algebra II sequence, and integrated Mathematics III may be substituted for the Algebra I, Geometry, and Algebra II sequence)
1 Unit from the following:	160375	✓		Algebra III
	160508	✓		Additional Math - Cambridge IGCSE
	160500		✓	Algebra III: DE - CMAT 1213 College Algebra
	160347	✓		Advanced Math - Functions and Statistics
	160349	✓		Probability and Statistics
	165031	✓		Statistical Reasoning
	160367		✓	Probability and Statistics: Honors
	160352		✓	Probability and Statistics: AP [®] Statistics
	160509		✓	Math 1 (Probability and Statistics): Cambridge AICE (Honors)
	160356		✓	Probability and Statistics: DE- CMAT 1303 Introductory Statistics
	160346	✓		Advanced Math - Pre-Calculus
	160501		✓	Adv Math-Pre Calc: DE- CMAT 1223 Trigonometry
	160348	✓		Pre-Calculus
	160372		✓	Pre-Calculus: Gifted
	160366		✓	Pre-Calculus: Honors
	160365		✓	Pre-Calculus: IB [®] Math Studies I
	160369		✓	Pre-Calculus: IB [®] Math Studies II
	160502		✓	Pre-Calculus: DE - CMAT 1233 or (CMAT 1213 & 1223) Algebra and Trigonometry
	160510		✓	Math 1 (Pure Math): Cambridge AICE - AS (Honors)
	160326	✓		Calculus
	160368		✓	Calculus: Honors
	160357		✓	Calculus I: Gifted
	160358		✓	Calculus II: Gifted
	160511		✓	Math 2 Part 1: Cambridge AICE - A Level (Honors)
	160512		✓	Math 2 Part 2: Cambridge AICE - A Level (Honors)
	160327		✓	Calculus: AP [®] Calculus AB
	160328		✓	Calculus: AP [®] Calculus BC
	160359		✓	Calculus: IB [®] Mathematics SL I
	160370		✓	Calculus: IB [®] Mathematics SL II
	160360		✓	Calculus: IB [®] Mathematics HL I
	160371		✓	Calculus: IB [®] Mathematics HL II
	160504		✓	Calculus: DE - CMAT 2103 Applied Calculus
	160506		✓	Calculus: DE - CMAT 2113-5 Calculus I
	160507		✓	Calculus: DE - CMAT 2123-5 Calculus II
160355		✓	Calculus: IB [®] Further Mathematics	
061175		✓	AP Computer Science A	

Science = 4 Units	Course Code	TOPS 4 Point Scale	TOPS 5 Point Scale	Course Title
1 Unit from the following:	150301	✓		Biology I
	150321		✓	Biology I: DE - CBIO 1013 General Biology I
	150322		✓	Biology I: DE - CBIO 1033 General Biology I (Sci Majors)
1 Unit from the following:	150401	✓		Chemistry I
	150400		✓	Chemistry I: Honors
	150412		✓	Chemistry I: Gifted
	150413		✓	Chemistry I: DE - CCEM 1013 General Chemistry Survey I
	150414		✓	Chemistry I: DE - CCEM 1103 Chemistry I
	150415		✓	Chemistry I: DE - CCEM 1123 Chemistry I (Sci Majors)
2 Units from the following:	1 from:	150302	✓	Biology II
		150327		Biology II: Gifted
		150307		Biology II: AP [®] Biology
		150305		Biology II: IB [®] Biology I
		150308		Biology II: IB [®] Biology II
		149993		Biology II: Cambridge AICE - AS (Honors)
		150323		Biology II: DE - CBIO 1013 General Biology I
		150324		Biology II: DE - CBIO 1033 General Biology I (Sci Majors)
		150325		Biology II: DE - CBIO 1023 General Biology II
		150326		Biology II: DE - CBIO 1043 General Biology II (Sci Majors)
		150303		Biology II: Honors
		150334	✓	Human Anatomy & Physiology
		150330		Anatomy: DE - CBIO 2213 Human Anatomy & Physiology I
		150331		Anatomy: DE - CBIO 2214 Human Anatomy & Physiology I (Lec/Lab)
	150332		Anatomy: DE - CBIO 2223 Human Anatomy & Physiology II	
	150333		Anatomy: DE - CBIO 2224 Human Anatomy & Physiology II (Lec/Lab)	
	149995		Microbiology: DE- BIOL 2102 - General Microbiology	
	1 from:	150402	✓	Chemistry II
		150416		Chemistry II: Gifted
		150410		Chemistry II: AP [®] Chemistry
		150423		Chemistry II: IB [®] Chemistry I
		150411		Chemistry II: IB [®] Chemistry II
		150425		Chemistry II: Cambridge AICE - AS (Honors)
		150417		Chemistry II: DE - CCEM 1003 General, Organic and Biochemistry
		150418		Chemistry II: DE - CCEM 1013 General Chemistry Survey I
		150419		Chemistry II: DE - CCEM 1103 Chemistry I
		150420		Chemistry II: DE - CCEM 1123 Chemistry I (Sci Majors)
		150421		Chemistry II: DE - CCEM 1113 Chemistry II
		150422		Chemistry II: DE - CCEM 1133 Chemistry II (Sci Majors)
		150424		Chemistry II: Honors
	150505		Organic Chemistry: DE - CCEM 2213 - Organic Chemistry I	
	1 from:	150901	✓	Earth Science
		150909		Earth Science: DE - CGEO 1103 Physical Geology
		150910		Earth Science: DE - CGEO 1113 Historical Geology
	1 from:	150310	✓	Environmental Science
		150914		Environmental Awareness
		150328		Environmental Science: Honors
		150913		Environmental Science: Gifted
	1 from:	150914		Environmental Science: DE - CEVS 1103 Environmental Science
		150311		Environment Science: AP [®] Environmental Science
		150312		Environmental Science: IB [®] Environmental Systems

Science = 4 Units		Course Code	TOPS 4 Point Scale	TOPS 5 Point Scale	Course Title
	1 from:	150802	✓		Physical Science
		150915		✓	Physical Science: DE - CPHY 1023 Physical Science I
		110810	✓		Principles of Engineering
		110864	✓		(LSU Partnership) Principles of Engineering
		080109	✓		PLTW Principles of Engineering
	1 from:	010302	✓		Agriscience II ¹
	1 from:	150000 or 150700	✓		Physics I
		150699		✓	Physics: Honors
		150705		✓	Physics: Gifted
		149997	✓		Physics I: Cambridge IGCSE
		150724		✓	Physics: AP [®] Physics I - Algebra Based
		150703		✓	Physics: IB [®] Physics I
	1 from:	150725		✓	Physics: AP [®] Physics II - Algebra Based
		150794		✓	Physics: AP [®] Physics C - Electricity and Magnetism
		150795		✓	Physics: AP [®] Physics C - Mechanics
		150704		✓	Physics: IB [®] Physics II
		149999		✓	Physics II: Cambridge AICE - AS (Honors)
		150726		✓	Physics: DE - CPHY 2113 Physics I (Algebra/Trig Based)
		150727		✓	Physics: DE - CPHY 2114 Physics I (Lecture and Lab)
	150728		✓	Physics: DE - CPHY 2133 Physics I (Calculus Based)	

¹ Agriscience I is a prerequisite of for Agriscience II and is an elective course

Social Studies = 4 Units	Course Code	TOPS 4 Point Scale	TOPS 5 Point Scale	Course Title
1 Unit from the following:	220403	✓		U.S. History
	220409		✓	U.S. History: Honors
	220406		✓	U.S. History: Gifted
	220404		✓	AP [®] U.S. History
	220405		✓	IB [®] History of the Americas I
	220407		✓	U.S. History: DE - CHIS 2013 American History I
	220408		✓	U.S. History: DE - CHIS 2023 American History II
1 Unit from the following:	220502	✓		American Government
	220505		✓	Government: Honors
	220513		✓	Government: Gifted
	220501	✓		Civics (1st semester)
	220504	✓		Civics (2nd semester)
	220604		✓	Government: AP [®] Government and Politics: Comparative
	220503		✓	Government: AP [®] Government and Politics: United States
	220514		✓	Government: DE - CPOL 2013 Introduction to American Govt
	220515		✓	Government: DE - CPOL 2113 Introduction to State & Local Govt
	220516		✓	Government: DE - CPOL 2213 Introduction to Comparative Govt
2 Units from the following:	1 from:	220402	✓	Western Civilization
		220446		Western Civilization: DE - CHIS 1013 Western Civilization I
		220447		Western Civilization: DE - CHIS1023 Western Civilization II
		220410	✓	European History
		220449		European History: Gifted
		220412		European History: AP [®] European History
		220453		History (European): Cambridge AICE - AS (Honors)
	1 from:	220300	✓	World Geography
		220315		World/Human Geography: Gifted
		220310		World Geography: AP [®] Human Geography
		220311		World Geography: IB [®] Geography
		220453		Geography: Cambridge AICE - AS (Honors)
		220312		World Geography: DE - CGRG 2113 World Regional Geography or DE- CGRC 2213 Physical Geography
	1 from:	220401	✓	World History
		220400		World History: Honors
		220413		World History: AP [®] World History
		220414		World History: IB [®] World History
		220411		World History: IB [®] History of the America II
		220450		World History: DE - CHIS 1113 World Civilization I
		220451		World History: DE - CHIS 1123 World Civilization II
		220454		History (International) : Cambridge AICE - AS (Honors)
	1 from:	222009	✓	History of Religion
		222013		History of Religion: DE - CPHL 2213 World Religions ²
	1 from:	220201	✓	Economics
		220606		Economics: Gifted
		220603		Economics: AP [®] Macroeconomics
		220605		Economics: AP [®] Microeconomics
		220610		Economics: IB [®] Economics
		220517		Economics: Cambridge AICE - AS (Honors)
		220202		Economics: DE - CECN 2113 Economic Principles
		220608		Economics: DE - CECN 2213 Macroeconomics
		220609		Economics: DE - CECN 2223 Microeconomics
	1 from:	222004		Psychology: AP [®] Psychology

2 Option only available for Nonpublic schools

Foreign Language = 2 Units	Course Code	TOPS 4 Point Scale	TOPS 5 Point Scale	Course Title
Foreign Language, both units in the same language, which may include the following:	123501	✓		Arabic I
	123502	✓		Arabic II
	123503	✓		Arabic III
	123504	✓		Arabic IV
	123507		✓	Arabic: IB® Language ab initio
	123508		✓	Arabic: IB® Language B
	123505		✓	Arabic: DE - CARB 1013/1014 Elementary Arabic I
	123506		✓	Arabic: DE - CARB 1023/1024 Elementary Arabic II
	123511		✓	Arabic Cambridge AICE - AS (Honors)
	121001	✓		French I
	121002	✓		French II
	121003	✓		French III
	121004	✓		French IV
	121009		✓	French III: Gifted
	121010		✓	French IV: Gifted
	121006		✓	French: AP® French Language and Culture
	121007		✓	French: IB® Language ab initio
	121008		✓	French: IB® Language B
	120999		✓	French: Cambridge AICE - AS (Honors)
	121011		✓	French: DE - CFRN 1013/1014 Elementary French I
	121012		✓	French: DE - CFRN 1023/1024 Elementary French II
	121013		✓	French: DE - CFRN 2013/2014 Intermediate French I
	121014		✓	French: DE - CFRN 2023 Intermediate French II
	121101	✓		German I
	121102	✓		German II
	121103	✓		German III
	121104	✓		German IV
	121107		✓	German III: Gifted
	121108		✓	German IV: Gifted
	121106		✓	German: AP® German Language and Culture
	121113		✓	German: IB® Language ab initio
	121114		✓	German: IB® Language B
	120115		✓	German: Cambridge AICE - AS (Honors)
	121109		✓	German: DE - CGRM 1013/1014 Elementary German I
	121110		✓	German: DE - CGRM 1023/1024 Elementary German II
	121111		✓	German: DE / CGRM 2013 Intermediate German I
	121112		✓	German: DE / CGRM 2023 Intermediate German II
	121601	✓		Latin I
	121602	✓		Latin II
	121603	✓		Latin III
	121604	✓		Latin IV
	121607		✓	Latin III: Gifted
	121608		✓	Latin IV: Gifted
	121606		✓	Latin: AP® Latin
	121613		✓	Latin: IB® Classical Language
	121609		✓	Latin: DE - CLTN 1013/1014 Elementary Latin I
	121610		✓	Latin: DE - CLTN 1023/1024 Elementary Latin II
	121611		✓	Latin: DE - CLTN 2013 Intermediate Latin I
	121612		✓	Latin: DE - CLTN 2023 Intermediate Latin II
	122501	✓		Spanish I
	122502	✓		Spanish II
122503	✓		Spanish III	
122504	✓		Spanish IV	
122509		✓	Spanish III: Gifted	
122510		✓	Spanish IV: Gifted	
122506		✓	Spanish: AP® Spanish Language and Culture	
122507		✓	Spanish: IB® Language ab initio	
122508		✓	Spanish: IB® Language B	
122498		✓	Spanish: IB® Spanish IV	
122499		✓	Spanish: IB® Spanish V	
122600		✓	Spanish: Cambridge AICE - AS (Honors)	
122601		✓	Spanish Literature: Cambridge AICE - AS (Honors)	
122511		✓	Spanish: DE - CSPN 1013/1014 Elementary Spanish I	

Foreign Language = 2 Units	Course Code	TOPS 4 Point Scale	TOPS 5 Point Scale	Course Title
	122512		✓	Spanish: DE - CSPN 1023/1024 Elementary Spanish II
	122513		✓	Spanish: DE - CSPN 2013/2014 Intermediate Spanish I
	122514		✓	Spanish: DE - CSPN 2023 Intermediate Spanish II
	123101	✓		Chinese I
	123102	✓		Chinese II
	123103	✓		Chinese III
	123104	✓		Chinese IV
	123108		✓	Chinese III: Gifted
	123109		✓	Chinese IV: Gifted
	123106		✓	Chinese: AP® Chinese Language and Culture
	123110		✓	Chinese: IB® Language ab initio
	123107		✓	Chinese: IB® Language B
	123124		✓	Chinese: Cambridge AICE - AS (Honors)
	121401	✓		Italian I
	121402	✓		Italian II
	121403	✓		Italian III
	121404	✓		Italian IV
	121407		✓	Italian III: Gifted
	121408		✓	Italian IV: Gifted
	121406		✓	Italian: AP® Italian Language and Culture
	121409		✓	Italian: IB® Language ab initio
	121410		✓	Italian: IB® Language B
	121501	✓		Japanese I
	121502	✓		Japanese II
	121503	✓		Japanese III
	121504	✓		Japanese IV
	121506		✓	Japanese III: Gifted
	121507		✓	Japanese IV: Gifted
	121505		✓	Japanese: AP® Japanese Language and Culture
	121508		✓	Japanese: IB® Language ab initio
	121509		✓	Japanese: IB® Language B
	121510		✓	Japanese: Cambridge AICE - AS (Honors)
	121200	✓		Hindi I
	121201	✓		Hindi II
	121202	✓		Hindi III
	121203	✓		Hindi IV
	121700	✓		Portuguese I
	121701	✓		Portuguese II
	121702	✓		Portuguese III
	121703	✓		Portuguese IV
	123520	✓		Vietnamese I
	123521	✓		Vietnamese II
	123522	✓		Vietnamese III
	123523	✓		Vietnamese IV
	123530	✓		Korean I
	123531	✓		Korean II
	123532	✓		Korean III
	123533	✓		Korean IV
	122001	✓		Russian I
	122002	✓		Russian II
	122003	✓		Russian III
	122004	✓		Russian IV
	123301	✓		Hebrew I
	123302	✓		Hebrew II
	123303	✓		Hebrew III
	123304	✓		Hebrew IV
	123201	✓		Greek I
	123202	✓		Greek II
	123203	✓		Greek III
	123204	✓		Greek IV
	123456	✓		American Sign Language I
	123457	✓		American Sign Language II

Art = 1 Unit	Course Code	TOPS 4 Point Scale	TOPS 5 Point Scale	Course Title
1 Unit from the following:	030501	✓		Art I
	030502	✓		Art II
	030503	✓		Art III
	030504	✓		Art IV
	110560	✓		Art: Drafting
	030596		✓	Art History: Gifted
	030597		✓	Art: AP® Art History
	030595		✓	Art History: DE - CART 2103 Art History I
	030594		✓	Art History: DE- CART 2113 Art History II
	030514		✓	Studio Art Design: Talented Visual Arts I
	030515		✓	Studio Art Design: Talented Visual Arts II
	030516		✓	Studio Art Design: Talented Visual Arts III
	030517		✓	Studio Art Design: Talented Visual Arts IV
	030520		✓	Studio Art Design: DE - CART 1113 Art Structure/2-D Design
	030521		✓	Studio Art Drawing: DE - CART 2203 Beginning Drawing
	030509		✓	Art: AP® Studio Art: 2-D Design
	030508		✓	Art: AP® Studio Art: 3-D Design
	030519		✓	Art: AP® Studio Art: Drawing
	030522		✓	Art: IB® Visual Arts
	030360	✓		Applied Music
	030300	✓		Beginning Band
	190110	✓		Marching Band
	030310	✓		Beginning Choir
	030353	✓		Sectional Rehearsal
	030361	✓		Studio Piano I
	030362	✓		Studio Piano II
	030363	✓		Studio Piano III
	030480	✓		Studio Strings I
	030481	✓		Studio Strings II
	030482	✓		Studio Strings III
	030301	✓		Intermediate Band
	030311	✓		Intermediate Choir
	030439		✓	Music: Talented Choir: Intermediate
	030302	✓		Advanced Band
	030312	✓		Advanced Choir
	030440		✓	Music: Talented Choir: Advanced
	030320	✓		Beginning Orchestra
	030321	✓		Intermediate Orchestra
	030459		✓	Music: Talented Orchestra: Intermediate
	030322	✓		Advanced Orchestra
	030460		✓	Music: Talented Orchestra: Advanced
	030313	✓		Small Voice Ensemble
030449		✓	Music: Talented Small Voice Ensemble II	
030303	✓		Wind Ensemble	
030304	✓		Jazz Ensemble	
030352	✓		Guitar Class	
030350	✓		Piano Class	
030341	✓		Music Theory I	
030342	✓		Music Theory II	
030318	✓		Music and Media	
030319	✓		Music and Technology	
030371		✓	Music: Talented Music I	
030372		✓	Music: Talented Music II	

Art = 1 Unit	Course Code	TOPS 4 Point Scale	TOPS 5 Point Scale	Course Title
	030373		✓	Music: Talented Music III
	030374		✓	Music: Talented Music IV
	030365		✓	Music: IB® Music I
	030366		✓	Music: IB® Music II
	030332	✓		Fine Arts Survey
	030364		✓	Fine Arts Survey: AP® Music Theory
	030590		✓	Fine Arts Survey: DE - CMUS 1013 Music Appreciation
	030591		✓	Fine Arts Survey: DE - CDNC 1013 Dance Appreciation
	030592		✓	Fine Arts Survey: DE - CART 1023 Introduction to Visual Arts
	030593		✓	Fine Arts Survey: DE - CART 1013 Exploring the Arts
	030600	✓		Dance I
	030621	✓		Dance II
	030631	✓		Dance III
	030641	✓		Dance IV
	030719		✓	Dance: IB® Dance
	030700	✓		Theatre I
	030721	✓		Theatre II
	030731	✓		Theatre III
	030741	✓		Theatre IV
	030701	✓		Technical Theatre
	030702	✓		Theatre Design and Technology
	030710		✓	Theatre: Talented Theatre I
	030711		✓	Theatre: Talented Theatre II
	030712		✓	Theatre: Talented Theatre III
	030713		✓	Theatre: Talented Theatre IV
	030718		✓	Theatre: IB Theatre
	030709		✓	Theatre: Talented Introduction to Film Studies
	030706		✓	Theatre: IB Film Study I
	030707		✓	Theatre: IB Film Study II
	030708		✓	Theatre: IB Film Study III
	030715		✓	Theatre: DE - CTHE 2103 Acting I
	030716		✓	Theatre: DE - CTHE 2113 Acting II
	030717		✓	Theatre: DE - CTHE 1013 Introduction to Theatre
	030810	✓		Media Arts I
	030820	✓		Media Art II
	030830	✓		Media Arts III
	030840	✓		Media Arts IV
	312400	✓		Photography I
	312405	✓		Photography II
	312414	✓		Digital Photography
	040241	✓		Digital Storytelling (LSU Partnership)
	080020	✓		Sound Design (LSU Partnership)
	080021	✓		Digital Image and Motion Graphics (LSU Partnership)
	110860	✓		Engineering Design and Development
	110861	✓		Engineering Design and Development (LSU Partnership)
	051103	✓		Speech III ³
	051104	✓		Speech IV

3 Speech III and IV (1 Unit Combined)

Health/Physical Education = 2 Units	Course Code	TOPS 4 Point Scale	TOPS 5 Point Scale	Course Title
1 Unit from the following:	190105	✓		Physical Education I ⁴
	190100	✓		Adapted Physical Education I ⁵
	170001	✓		JROTC I
	170002	✓		JROTC II
	170003	✓		JROTC III
	170004	✓		JROTC IV
½ Unit from the following:	190106	✓		Physical Education II*
	190097	✓		Adapted Physical Education II**
	170001	✓		JROTC I
	170002	✓		JROTC II
	170003	✓		JROTC III
	170004	✓		JROTC IV
	190110	✓		Marching Band
	190113	✓		Extracurricular Sports
	190111	✓		Cheerleading
	190112	✓		Dance Team
½ Unit from the following:	190500	✓		Health Education
	170001	✓		JROTC I ⁶
	170002	✓		JROTC II

Electives = 3 Units	Electives
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Total Units = 24

4 In schools having approved Junior Reserve Officer Training Corps (JROTC) training, credits may, at the option of the local school board, be substituted for the required credits in physical education

5 Adapted physical education restricted to eligible special education students

6 JROTC I and II may be used to meet the health education requirement provided the following requirements are met. A minimum of 2000 minutes of instructional time shall be devoted health education in JROTC I and in JROTC II. Students must take both JROTC I and JROTC II to meet the health education requirement. All of the standards and GLEs for health shall be covered in JROTC I and JROTC II. JROTC I and JROTC II shall include instruction in CPR, automated external defibrillators, and content relative to dating violence as required by state law.

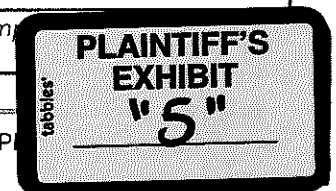
JUMP START TOPS TECH

(CAREER DIPLOMA) COURSE REQUIREMENTS

2014-2015 ENTERING 9TH GRADERS

ENGLISH = 4 Units	Course Code	TOPS 4 Point Scale	TOPS 5 Point Scale	Course Title
1 Unit	120331	✓		English I
	120617	✓		English Language Part 1: Cambridge IGCSE
	120619	✓		English Literature Part 1: Cambridge IGCSE
1 Unit	120332	✓		English II
	120618	✓		English Language Part 2: Cambridge IGCSE
	120620	✓		English Literature Part 2: Cambridge IGCSE
2 Units from the following:	120333	✓		English III
	120336	✓		Business English
	120350	✓		Technical Writing
	120329		✓	English III: Gifted and Talented
	120325		✓	English III: AP [®] English Language Arts and Composition
	120403		✓	English III: IB [®] Literature
	120327		✓	English III: IB [®] Language & Literature
	120404		✓	English III: IB [®] Literature & Performance
	120601		✓	English III: DE - CENL 1013 English Composition I
	120602		✓	English III: DE - CENL 1023 English Composition II
	120603		✓	English III: DE - CENL 2153 American Literature I
	120604		✓	English III: DE - CENL 2163 American Literature II
	120605		✓	English III: DE - CENL 2173 Major American Writers
	120621		✓	English Language Part 1: Cambridge AICE - AS (Honors)
	120623		✓	Literature in English Part 1: Cambridge AICE - AS (Honors)
	120341		✓	English III: Honors
	120334	✓		English IV
	120330		✓	English IV: Gifted and Talented
	120326		✓	English IV: AP [®] English Literature and Composition
	120405		✓	English IV: IB [®] Literature
	120328		✓	English IV: IB [®] Language & Literature
	120406		✓	English IV: IB [®] Literature & Performance
	120622		✓	English Language Part 2: Cambridge AICE - AS (Honors)
	120624		✓	Literature in English Part 2: Cambridge AICE - AS (Honors)
	120606		✓	English IV: DE - CENL 1013 English Composition I
	120607		✓	English IV: DE - CENL 1023 English Composition II
	120608		✓	English IV: DE - CENL 2103 British Literature I
	120609		✓	English IV: DE - CENL 2113 British Literature II
	120610		✓	English IV: DE - CENL 2123 Major British Writers
	120611		✓	English IV: DE - CENL 2203 World Literature I
	120612		✓	English IV: DE - CENL 2213 World Literature II
	120613		✓	English IV: DE - CENL 2223 Major World Writers
	120614		✓	English IV: DE - CENL 2303 Introduction to Fiction
	120615		✓	English IV: DE - CENL 2323 Introduction to Literature
120616		✓	English IV: DE - CENL 2313 Introduction to Poetry and/or Drama	
120342		✓	English IV: Honors	

Note: Comparable Louisiana technical college courses offered by Jump Start as approved by BESE



Math = 4 Units	Course Code	TOPS 4 Point Scale	TOPS 5 Point Scale	Course Title
1 Unit	160321	✓		Algebra I
	160331	✓		Applied Algebra I
	160338	✓		Algebra I, Part 2 (the elective course Algebra I - Part 1 is a prerequisite)
3 Units from the following:	160323	✓		Geometry
	160322	✓		Algebra II ¹
	160351	✓		Math Essentials
	165040	✓		Transition to College Mathematics
	160345	✓		Financial Literacy (formerly Financial Math)
	040307	✓		Business Math
	165031	✓		Statistical Reasoning
	160375	✓		Algebra III
	160508	✓		Additional Math - Cambridge IGCSE
	160500		✓	Algebra III: DE - CMAT 1213 College Algebra
	160347	✓		Advanced Math - Functions and Statistics
	160346	✓		Advanced Math - Pre-Calculus
	160501		✓	Adv Math-Pre Calc: DE - CMAT 1223 Trigonometry
	160348	✓		Pre-Calculus
	160365		✓	Pre-Calculus: IB [®] Math Studies I
	160502		✓	Pre-Calculus: DE - CMAT 1233 Algebra and Trigonometry
	160366		✓	Pre-Calculus: Honors
160349	✓		Probability and Statistics	
160510		✓	Math 1 (Pure Math): Cambridge AICE - AS (Honors)	
<i>Note: Or comparable Louisiana Technical College courses offered by Jump Start regional teams as approved by the State Board of Elementary and Secondary Education.</i>				

¹ Integrated Mathematics I, Integrated Mathematics II, and Integrated Mathematics III may be substituted for Algebra I, Geometry, and Algebra II sequence may be substituted for the Algebra I, Geometry, and Algebra II sequence

Science = 2 Units	Course Code	TOPS 4 Point Scale	TOPS 5 Point Scale	Course Title
1 Unit from the following:	150301	✓		Biology I
	150321		✓	Biology I: DE - CBIO 1013 General Biology I
	150322		✓	Biology I: DE - CBIO 1033 General Biology I (Sci Majors)
1 Unit from the following:	150401	✓		Chemistry I
	150412		✓	Chemistry I: Gifted and Talented
	150413		✓	Chemistry I: DE - CCEM 1013 General Chemistry Survey I
	150414		✓	Chemistry I: DE - CCEM 1103 Chemistry I
	150415		✓	Chemistry I: DE - CCEM 1123 Chemistry I (Sci Majors)
	150400		✓	Chemistry I: Honors
	150901	✓		Earth Science
	150909		✓	Earth Science: DE - CGEO 1103 Physical Geology
	150910		✓	Earth Science: DE - CGEO 1113 Historical Geology
	150310	✓		Environmental Science
	150913		✓	Environmental Science: Gifted and Talented
	150311		✓	Environment Science: AP [®] Environmental Science
	150312		✓	Environmental Science: IB [®] Environmental Systems
	150914		✓	Environmental Science: DE - CEVS 1103 Environmental Science
	150328		✓	Environmental Science: Honors
	150802	✓		Physical Science
	150915		✓	Physical Science: DE - CPHY 1023 Physical Science I
	110810	✓		Principles of Engineering
	110864	✓		(LSU Partnership) Principles of Engineering
	080109	✓		PLTW Principles of Engineering
	010302	✓		Agriscience II ²
	150307		✓	Biology II: AP [®] Biology
	150305		✓	Biology II: IB [®] Biology I
	150308		✓	Biology II: IB [®] Biology II
	149993		✓	Biology II: Cambridge AICE - AS (Honors)
	150410		✓	Chemistry II: AP [®] Chemistry
	150423		✓	Chemistry II: IB [®] Chemistry I
	150411		✓	Chemistry II: IB [®] Chemistry II
	150425		✓	Chemistry II: Cambridge AICE - AS (Honors)
	150000	✓		Physics I
	149997	✓		Physics I: Cambridge IGCSE
	149999		✓	Physics II: Cambridge AICE - AS (Honors)
	150724		✓	Physics: AP [®] Physics I - Algebra Based
150725		✓	Physics: AP [®] Physics II - Algebra Based	
150703		✓	Physics: IB [®] Physics I	
150704		✓	Physics: IB [®] Physics II	
150794		✓	Physics: AP [®] Physics C - Electricity and Magnetism	
150795		✓	Physics: AP [®] Physics C - Mechanics	

2 The elective course Agriscience I is a prerequisite

Social Studies = 2 Units	Course Code	TOPS 4 Point Scale	TOPS 5 Point Scale	Course Title
1 Unit from the following:	220403	✓		U.S. History
	220406		✓	U.S. History: Gifted and Talented
	220404		✓	AP [®] U.S. History
	220405		✓	IB [®] History of the Americas I
	220407		✓	U.S. History: DE - CHIS 2013 American History I
	220408		✓	U.S. History: DE - CHIS 2023 American History II
	220409		✓	U.S. History: Honors
1 Unit from the following:	220502	✓		American Government
	220513		✓	Government: Gifted and Talented
	220505		✓	Government: Honors
	220501	✓		Civics (1st semester) ½ Unit
	220504	✓		Civics (2nd semester) ½ Unit
	220604		✓	Government: AP [®] Government and Politics: Comparative
	220503		✓	Government: AP [®] Government and Politics: United States
	220514		✓	Government: DE - CPOL 2013 Introduction to American Govt
	220515		✓	Government: DE - CPOL 2113 Introduction to State & Local Govt
	220516		✓	Government: DE - CPOL 2213 Introduction to Comparative Govt

Health/Physical Education = 2 Units	Course Code	TOPS 4 Point Scale	TOPS 5 Point Scale	Course Title
1 Unit from the following:	190105	✓		Physical Education I
½ Unit from the following:	190106	✓		Physical Education II ³
	190110	✓		Marching Band
	190113	✓		Extracurricular Sports
	190111	✓		Cheerleading
	190112	✓		Dance Team
½ Unit from the following:	190500	✓		Health Education (<i>JROTC I and II may be used to meet the health education requirement per Bulletin 741 §2347.</i>)

JUMP START = 9 Units	Course Code	TOPS 4 Point Scale	TOPS 5 Point Scale	Course Title
9 Units from the following:		✓		Jump Start course sequence, workplace experiences and approved credentials (a minimum of one industry-based credential is required for graduation).

Total Units = 23

³ Or Adapted Physical Education I and II for eligible special education students

FILED

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CIVIL
DISTRICT COURT

CHARTER SCHOOL AGREEMENT

BETWEEN

ORLEANS PARISH SCHOOL BOARD

AND

NEW BEGINNINGS SCHOOLS FOUNDATION

(JOHN F. KENNEDY HIGH SCHOOL AT LAKE AREA)



TYPE 3B CHARTER SCHOOL OPERATING AGREEMENT BETWEEN

**ORLEANS PARISH SCHOOL BOARD
AND NEW BEGINNINGS SCHOOLS FOUNDATION**

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DISTRICT CIVIL COURT

This Charter School Operating Agreement ("Operating Agreement" or "Agreement") is entered into by and between the ORLEANS PARISH SCHOOL BOARD, a political subdivision of the State of Louisiana, herein represented by John A. Brown, Sr., its President, duly authorized ("Authorizer" or "OPSB"), located at 2401 Westbend Parkway, Suite 5055, New Orleans, Louisiana 70114 and NEW BEGINNINGS SCHOOLS FOUNDATION, a Louisiana Non-profit Corporation (hereinafter "Charter Operator"), herein represented by Raphael Gang, its President, duly authorized, located at 5800 St. Roch Avenue, New Orleans, Louisiana 70122, on behalf of John F. Kennedy High School at Lake Area (hereinafter "Charter School"). Authorizer and Charter Operator are each referred to singularly as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the "Charter School Demonstration Programs Law," La. R.S. § 17:3971 et seq., authorizes the creation of innovative kinds of independent public schools for students; and

WHEREAS, the Louisiana Legislature has stated its intention that the best interests of at-risk students shall be the overriding consideration in implementing the provisions of the "Charter School Demonstration Programs Law;" and

WHEREAS, on May 12, 2016, the Louisiana Legislature passed Act 91, providing that by not later than July 1, 2018, every school transferred to the Recovery School District pursuant to La. R.S. 17:10.5 or 10.7 shall be returned to the governance, administration, and jurisdiction of the local school system from which the school was transferred; and

WHEREAS, each Type 5 charter school returned to the local system shall be converted to a Type 3B charter school in accordance with the provisions of La. R.S. 17:3973(2)(b)(vii); and

WHEREAS, pursuant to La. R.S. § 17:10.7.1(C)(2)(b), the initial term of the charter for a Type 3B charter school shall be equal to the number of years remaining on the school's prior Type 5 charter contract; and

WHEREAS, Charter School's prior charter term expires on June 30, 2019; and

WHEREAS, on December 20, 2018, pursuant to La. R.S. § 17:10.7.1, the OPSB Superintendent (hereinafter "Superintendent") submitted a recommendation to OPSB that Charter School's charter be renewed; and

WHEREAS, pursuant to La. R.S. § 17:10.7.1, the Superintendent may implement any such recommendation unless rejected by a two-thirds vote of the full membership of the OPSB no later than the first board meeting held after the meeting during which the recommendation was submitted; and

WHEREAS, the OPSB did not reject the recommendation by a two-thirds vote prior to or during the first board meeting held after submission of the recommendation.

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

I. Establishment of School

1.1 Parties.

1.1.1 The person authorized to sign on behalf of OPSB is the President of the Orleans Parish School Board or, in the absence of the President, the Vice-President.

1.1.2 The person authorized to sign on behalf of Charter Operator is Raphael Gang, (the "Charter Representative"), who shall be an Officer of Charter Board.

1.2 **Charter.** Charter Operator shall operate a public charter school (the "Charter School") in Orleans Parish in accordance with this Operating Agreement and all applicable federal, state, and local laws, regulations, and policies. This Operating Agreement shall constitute Charter Operator's charter (the "Charter") and shall be binding on Charter Operator, Charter School, and OPSB.

1.3 **LEA Status.** Pursuant to La. R.S. §17:10.7.1, and in accordance with BESE Bulletin 126 and OPSB Policy HAC, *Local Education Agency Status*, a type 1, 3, or 3B charter school under OPSB's jurisdiction may be its own Local Education Agency ("LEA") for funding purposes and statutory definitions. Charter Schools' LEA Status and any requirements and obligations of said status shall be reflected in Appendix C, *School-Specific Terms*, and, where applicable, an OPSB LEA Agreement. In the event this Operating Agreement conflicts with the terms of an LEA Agreement between the Parties, the terms of the LEA Agreement shall govern.

1.4 **Effective Date and Term.** The term of this Operating Agreement shall be five (5) years, commencing on July 1, 2019, and expiring on June 30, 2024, unless terminated or extended pursuant to the terms hereof.

1.5 **Incorporation by Reference.** The following documents shall be incorporated herein by reference: Initial Charter School Application and Renewal Application, if applicable; Charter Operator's Articles of Incorporation; Management Organization Contract, in accordance with Section 9.8 of this Agreement, if applicable; OPSB Policy Section H, *Charter Schools*; and OPSB Charter School Performance Accountability Framework ("CSAF").

- 1.6 **Appendices.** The following documents are attached hereto as appendices and shall be part of this Agreement: Appendix A, Resolution by Charter Operator's Board of Directors authorizing the Charter Representative to sign this Operating Agreement; Appendix B, *Privacy Compliance*; Appendix C, *School-Specific Terms*, and Appendix D, *Retirement System Election*.
- 1.7 **Board of Directors of Nonprofit Corporation.** Charter Operator's Board of Directors shall have final authority and responsibility for the academic, financial, and organizational performance of the School, and for the fulfillment of this Operating Agreement.
- 1.7.1 Charter Operator's Board of Directors shall operate in accordance with adopted by-laws.
- 1.7.2 Charter Operator's Board of Directors shall meet the member composition requirements of state law and OPSB Policy HA, *School Board Chartering Authority*.
- 1.7.3 Charter Operator shall at all times maintain itself as a Louisiana non-profit corporation and hereby certifies that all contracts obligating Charter Operator have been and shall be undertaken as such. Failure to maintain its non-profit status and to act strictly as such shall be grounds for immediate termination of the Operating Agreement. Copies of all applications related to its seeking or maintaining 501(c)(3) status shall be provided to the Authorizer.
- 1.7.4 In accordance with La. R.S. § 17:3996, Charter Operator shall be subject to Louisiana Open Meetings Law (La. R.S. § 42:11, et seq., Public Records Law (La. R.S. § 44:1, et seq.), Code of Governmental Ethics (La. R.S. § 42:1101, et seq.), and Public Bid Laws for the erection, construction, alteration, improvement or repair of a public facility or immovable property, pursuant to Part II of Chapter 10 of Title 38 of the Louisiana Revised Statutes, and any other Louisiana law applicable to charter school governing boards.
- 1.8 **Location and Facility.**
- 1.8.1 Charter School is located at 6026 Paris Avenue, New Orleans, Louisiana 70122. Charter Operator may move the location(s) of Charter School only after obtaining approval from OPSB in accordance with OPSB Policy HAA.
- 1.8.2 **OPSB Facility.** OPSB has sole discretion regarding the assignment of school facilities under its control. If the school is located at an OPSB-controlled site, the use of such site shall be subject to and governed by a Facilities Lease between the Parties and by OPSB policies relative to school assignments.
- 1.8.3 **Non-OPSB Facility.** Charter School may occupy a non-OPSB-controlled facility. The non-OPSB facility shall be located within the geographic boundaries of Orleans Parish. The facility shall be inspected and approved by OPSB, in accordance with the OPSB Facility Procedures Handbook, prior to the effective date of this Agreement and shall remain at all times subject to OPSB monitoring for compliance with this Operating Agreement and applicable laws and regulations relating to health and safety.

- 1.8.4 **Maintenance.** Charter Operator shall be subject to all rules and procedures set forth in the Facilities Lease, if applicable, OPSB Policy HD, *Charter Schools Facilities Management*, and the OPSB Facilities Procedures Handbook with respect to facility maintenance, and shall comply with all applicable local, state, and federal laws and codes regarding school facility maintenance and upkeep.
- 1.9 **Operational Autonomy.** Pursuant to La. R.S. § 17:10.7.1, and in order to ensure the appropriate level of autonomy to enable educators to successfully prepare students for success in college and career, the local school board shall not impede the operational autonomy of a charter school under its jurisdiction in the areas of school programming, instruction, curriculum, materials and texts, yearly school calendars and daily schedules, hiring and firing of personnel, employee performance management and evaluation, terms and conditions of employment, teacher or administrator certification, salaries and benefits, retirement, collective bargaining, budgeting, purchasing, procurement, and contracting for services other than capital repairs and facilities construction.

II. Educational Program

- 2.1 Charter Operator shall have control over and responsibility for delivery of the Educational Program and attainment of the academic performance standards as set forth in OPSB Policy HB, *Oversight and Evaluation of Charter Schools*, and the CSAF. "Educational Program" means content and delivery related to student learning including, but not limited to, course curricula, course content and testing, instructional methods, instructional materials such as textbooks and online instructional materials, professional development, and course schedules.
- 2.2 Charter Operator shall have discretion to modify, amend, adapt and otherwise change the Educational Program as it deems necessary to achieve the academic performance standards subject to the following limitations:
- 2.2.1 Charter School shall be subject to and comply with all applicable requirements related to the state assessment and accountability system for public schools, pursuant to La. R.S. §§ 17:3996(A)(17) and 17:3996(B)(17-18).
- 2.2.2 Any changes to the school-specific elements identified in Appendix C, *School-Specific Terms*, shall constitute Material Amendments to the Operating Agreement, as defined in OPSB Policy HAA, *Charter School Operating Agreement*, and are subject to OPSB Policy HAA.
- 2.3 **School Performance.** Authorizer shall evaluate Charter School's performance for purposes of contract extension, renewal, and revocation decisions, and other evaluations of performance, in conformity with the standards set out in the CSAF and OPSB Policy HB. An annual review of Charter School's performance shall be conducted based on performance standards established by Authorizer. Charter Operator acknowledges that the performance standards set forth in the

CSAF are subject to change throughout the term of the Operating Agreement and agrees that Charter School is to be evaluated by standards in effect at the time of evaluation. Authorizer shall provide Charter School reasonable advance notice, in writing, of any proposed changes to the performance standards, engage with Charter School on such changes, and provide Charter School an opportunity to provide feedback thereto prior to presentation to OPSB for approval.

2.4 **Pupil Progression Plan.** Charter School shall adopt a Pupil Progression Plan consistent with Louisiana Board of Elementary and Secondary Education Bulletins 1566, 741 and 1706, and parish-wide enrollment system procedures, which shall not affect Charter School's programming autonomy as provided by La. R.S. § 17:10.7.1(G)(1). Except as otherwise provided in the LEA Agreement, Charter School shall annually submit a copy of the Pupil Progression Plan to OPSB, along with a summary of changes, if any, in accordance with the timeline established in the Reporting Calendar, as specified in Section 5.2 of this Agreement.

2.5 **Students with Disabilities.**

2.5.1 Charter Operator shall comply with all applicable requirements of federal and state law and regulations concerning the education of students with disabilities, including, but not limited to the requirements of the Individuals with Disabilities Education Act (20 U.S.C. 1401 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and state law and regulations (La. R.S. § 17:1941 et seq.).

2.5.2 Special education services, related services, and accommodations for students who are eligible under the Individuals with Disabilities Education Act ("IDEA"), Section 504 of the Rehabilitation Act of 1973 ("Section 504"), the Americans with Disabilities Act ("ADA"), or any applicable provisions of state law, shall be provided as follows:

2.5.2.1 Charter School shall have an educational model for the delivery of special education services and/or accommodations for students with disabilities that complies with federal and state law and regulations.

2.5.2.2 Charter School shall have a special education coordinator who shall be responsible for monitoring individual case management of all students with disabilities, arranging the provision of services and/or accommodations required by their Individualized Education Program ("IEP") and/or 504 Plan, and ensuring Charter School is complying with all obligations regarding students with disabilities. Charter School shall maintain documentation of its compliance with legal requirements regarding students with disabilities.

2.5.2.3 Charter Operator shall indemnify OPSB for any and all expenses imposed on OPSB, including attorney fees, and/or financial penalties imposed by state and/or federal authorities or legal judgments, arising out of actions or omissions of Charter School relating to compliance with legal requirements regarding students with disabilities.

2.5.2.4 OPSB shall indemnify Charter Operator for any and all expenses imposed on Charter Operator, including attorney fees, and/or financial penalties imposed by state and/or

federal authorities or legal judgments, arising out of actions or omissions of OPSB relating to compliance with legal requirements regarding students with disabilities.

- 2.5.2.5 Charter Operator shall promptly report to OPSB any lawsuits, due process requests or complaints relating to the IDEA, Section 504, the ADA, or state law and regulations regarding students with disabilities lodged with any and all state or federal agencies.
- 2.6 **Gifted and Talented.** Should Charter Operator choose to conduct evaluations and provide related services for gifted and/or talented students, it shall do so in accordance with all applicable state law and regulations.
- 2.7 **English Learners.** Charter Operator shall be responsible for ensuring compliance with all state and federal laws and regulations applicable to the education of English Learners, including but not limited to the Every Student Succeeds Act (ESSA), Title VI of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act of 1974 (EEOA).

III. Charter School Administration and Operation

3.1 Recruitment, Admissions, Enrollment and Retention.

- 3.1.1 Charter School is approved to enroll students in the grades indicated in Appendix C *School-Specific Terms*. Pursuant to La. R.S. § 17:10.7.1(E)(7), Charter School shall enroll students, in any given year, according to enrollment projections and targets cooperatively established with Charter School, and may be required to enroll additional or fewer students throughout the school year as necessary.
- 3.1.2 Charter School is prohibited from establishing requirements related to admissions, readmissions, or enrollment/registration unless Charter School is authorized to do so pursuant to La. R.S. § 17:3991 and OPSB Policy HA, and such admissions requirements are in compliance with state law and specifically identified in Appendix C, *School Specific Terms*.
- 3.1.3 Student recruitment, admissions, enrollment and retention decisions shall be made in a nondiscriminatory manner and without regard to race, color, creed, ethnicity, national origin, gender, sexual orientation, gender identification or expression, marital status, religion, ancestry, disability, income level, athletic ability, proficiency in the English language, or need for special education services, except as permitted by state law, OPSB Policy or this Agreement.
- 3.1.4 Charter School shall participate in the parish-wide enrollment system and student expulsion process approved by OPSB, and shall adhere to all policies and procedures of such systems.

3.2 Parent / Guardian Communications.

- 3.2.1 **Website.** Charter School shall maintain a website that complies with the minimum

applicable requirements of federal, state, and local laws and regulations.

3.2.2 Student Handbook. Charter School shall develop and implement a Student Handbook, and shall disseminate the Student Handbook to students and/or parents or guardians each school year. The Student Handbook shall include, but not be limited to Charter School's Student Code of Conduct, Complaint Policy, and Discipline Management Plan, each of which shall be in compliance with applicable federal and state laws, and BESE regulations. Charter School's Student Handbook shall be submitted to OPSB and posted to Charter School's website in accordance with timelines and procedures established by OPSB. Charter School may be evaluated based on compliance with the provisions of Charter School's Student Handbook.

3.2.3 Complaint Policy. Charter School shall implement and maintain a complaint policy to receive and handle complaints brought against Charter School and/or Charter Operator. The Complaint Policy shall be included in Charter School's Student Handbook. The complaints process implemented by Charter School shall be consistent with applicable law and due process.

3.2.3.1 OPSB shall implement and maintain a complaint process that ensures that complaints are directed to Charter School for resolution in accordance with Charter School's complaint policy prior to being considered by OPSB. In the event that a complaint is subsequently submitted to OPSB, OPSB may request and Charter School shall provide information regarding Charter School's actions in responding to such complaints.

3.2.3.2 To the extent that complaints received by OPSB about Charter School may trigger corrective action, pursuant to Section 5.1 of this Agreement, including revocation or non-renewal of this Operating Agreement, OPSB may monitor Charter School's handling of such complaints. In such cases, OPSB may request, and Charter School shall provide, information regarding Charter School's actions in responding to such complaints.

3.3 Non-Retaliation. Charter School shall not retaliate in any manner against an employee, parent or legal guardian, or student who raises a suspected violation of law, cooperates in inquiries or investigations, or identifies potential violations to Charter School, Charter Operator, OPSB, the Louisiana Legislative Auditor and/or Board of Ethics, or any other appropriate governmental agency.

3.4 Transportation. Charter Operator shall be responsible for ensuring the provision of free and adequate transportation to all students residing in Orleans Parish more than one mile from the school's physical location, in accordance with applicable state law and OPSB Policy Section HA, and consistent with applicable federal law. Any transportation service agreements with third parties shall be entered into directly between Charter Operator or Charter School and its transportation provider. OPSB shall not be a party to any such agreements.

3.4.1 In accordance with OPSB Policy HA, transportation shall include, at a minimum:

3.4.1.1 Whatever transportation is necessary to implement any IEP for a child with an identified exceptionality, without regard to how far the child resides from the School;

- 3.4.1.2 Free transportation by a vehicle approved for student transportation, in accordance with the provisions of BESE Bulletin 119, for students enrolled in grade six (6) or below who reside more than one mile from Charter School, except as otherwise provided in OPSB Policy HA(10)(C)(2) for charter schools with academic admissions requirements; and
 - 3.4.1.3 Free transportation, free public transportation payments and/or reimbursements for students enrolled in grade seven (7) or above who reside more than one mile from the school.
- 3.5 **Emergency Preparedness.** Charter School shall annually submit to OPSB an emergency preparedness plan for natural disasters and threats of violence to students, staff and faculty in accordance with timelines established in the Reporting Calendar, as specified in Section 5.2 of this Agreement.

IV. School Finance

- 4.1 Charter Operator shall control and be solely responsible for the sound financial management and performance of Charter Operator and Charter School.
- 4.2 **School Funding and Eligibility.** Charter School shall receive a per pupil amount each year in accordance with La. R.S. §§ 17:10.7.1 and 17:3995 ("MFP Funds") and OPSB policies established in accordance therewith. Funds from OPSB shall be distributed to Charter School monthly, on or before the 25th day of each month.
 - 4.2.1 The provisions of La. R.S. § 17:3995 that permit the calculation of the MFP Funds for charter schools to exclude any portion of local revenues specifically dedicated to capital outlay or debt service, shall apply to Charter School's funds only to the extent that Charter School students are housed in an OPSB-controlled facility.
- 4.3 In addition to the above, pursuant to La. R.S. §17:3995(C), and subject to the limitations of this section, Charter Operator shall be eligible to receive any state and federal funds for which it or its pupils qualify.
- 4.4 **OPSB Withholding.** OPSB may withhold an administrative fee of up to 2% of MFP Funds, in accordance with La. R.S. § 17:3995(A)(4). If Charter School is its own LEA, this withholding shall be inclusive of any MFP Funds withheld by the Louisiana Department of Education from OPSB in accordance with such LEA designation, as permitted by La. R.S. § 17:3995(A)(4)(a)(ii).
 - 4.4.1 Should the State Legislature change the amount of the administrative fee, OPSB may withhold the maximum administrative fee permitted by law, which may be implemented in equal increments over a three-year period.
 - 4.4.2 On or before June 1st of each calendar year, OPSB shall provide Charter Operator a projected budget with line item details of anticipated administrative costs that shall be funded by the administrative fee. An itemized accounting shall be provided by OPSB to

Charter School at the end of each fiscal year in accordance with state law (currently La. R.S. § 17:3995(A)(4)(c)).

- 4.4.3 Should an itemized accounting provided by OPSB pursuant to Section 4.4.2 demonstrate that OPSB has not utilized the entire administrative fee in the previous year, OPSB may reimburse Charter Operator the unused amounts and/or lower the percentage to be withheld for the following fiscal year.
- 4.5 **Qualified and Competent Business Professional.** Charter Operator shall retain a Qualified and Competent Business Professional who meets or exceeds the minimum requirements and qualifications specified by state law and regulations, including but not limited to BESE Bulletin 1929, the *Louisiana Accounting and Uniform Governmental Handbook*, to produce all financial and accounting information and reporting required by this Agreement, state law, and BESE policy and regulation, except the required annual audit, which shall be performed by a Louisiana licensed Certified Public Accountant.
- 4.6 **Charter Operator Financial Obligations.** Unless otherwise provided for in an LEA Agreement, Charter Operator shall be responsible for meeting all financial obligations under this Operating Agreement and applicable federal and state law, including but not limited to the provision of transportation, English-language learners (ELL) services and services and/or accommodations for students with disabilities, with the funds received in accordance with Section 4.2 of this Operating Agreement and any other federal, state, or local funds available to Charter Operator for these purposes. Nothing in this Operating Agreement shall obligate OPSB to provide Charter Operator with any funds not referenced in Section 4.2 herein, and in no instance shall OPSB be obligated to subsidize the cost of Charter Operator's financial obligations beyond the federal, state, or local funding allocated to Charter Operator for such obligations.
- 4.7 **School Tuition and Fees.** Charter School shall not charge any student tuition, except pre-kindergarten tuition, in accordance with OPSB Policy HA. Charter School shall not charge a fine of any kind, or an attendance fee for any regular course offering or credit-bearing course (including electives), except as otherwise provided by state or federal law. Any fee that is otherwise permitted by law shall be subject to a waiver process created by Charter School that considers individual family circumstances. Charter School shall not condition student enrollment, registration, earning of credit, or receipt of grades on the payment or nonpayment of fees.
- 4.7.1 Charter School shall maintain an updated fee schedule on its website, which schedule shall specify which fees are mandatory and which fees are optional.
- 4.8 **Non-appropriation.** The continuation of this Operating Agreement is contingent upon a legislative appropriation or allocation and distribution of the Minimum Foundation Program formula funds. If the legislature fails to appropriate these funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, and

the effect of such reduction is to provide insufficient monies for OPSB to satisfy its obligations under this Operating Agreement, OPSB may terminate the Operating Agreement on the date of the beginning of the first fiscal year for which funds are not appropriated. No liability shall accrue to OPSB in the event this provision is exercised. OPSB shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

- 4.9 **Charter Operator Debt.** Pursuant to La. R.S. § 17:3993, Charter Operator and Charter School are solely responsible for all debt they incur, and OPSB shall not be contractually bound to any creditor on behalf of the Charter Operator or Charter School.
- 4.10 **Regulated Funds.** For any grant funds for which OPSB serves as fiscal agent for which there are associated regulatory requirements, Charter Operator shall comply in full with any corrective action plans or remedies required by OPSB or the granting entity.
- 4.11 **Shared Services.** Consistent with La. R.S. § 17:3995(A)(4)(b), the Parties may enter into a separate shared services agreement ("Shared Services Agreement") or agreements for the direct purchase of specific services, which are separate and apart from any administrative actions performed by OPSB and covered by the administrative fee set forth in La. R.S. § 17:3995(A)(4)(a)(i). Such services shall be provided to Charter School at the actual costs incurred by OPSB, including the costs of administration of such services.

V. Transparency and Accountability

- * 5.1 **Oversight Authority.** Pursuant to La. R.S. § 17:10.7.1, OPSB has authority to monitor and require corrective actions by Charter School, in accordance with state law and OPSB Policy Section HB.
- 5.2 **Charter School Reporting Requirements.** On or before July 1 each year, OPSB shall provide Charter School with a Charter School Reporting Calendar ("Reporting Calendar"), as well as related report templates, where applicable, for all reports necessary for receipt by OPSB. OPSB shall endeavor to make the Reporting Calendar complete and shall notify Charter School promptly of any changes to the Reporting Calendar and/or templates. Charter School shall be responsible for submitting timely and complete reports to OPSB in accordance with the Louisiana Department of Education's Charter School Fiscal Oversight Policy, the Reporting Calendar, Charter School's LEA Status Agreement, and all applicable state and federal laws and policies.
- 5.3 **Student Data.**
- * 5.3.1 Pursuant to La. R.S. § 17:3914(F)(1), this Agreement shall be considered a contract between the Charter Operator and OPSB for student and education services, including, but not limited to educational and related services provided by the Charter School and citywide and oversight services provided by OPSB. Accordingly, Charter School and OPSB agree to share student information for such purposes. The Parties' use and possession of student

data is in accordance with La. R.S. § 17:3914(F)(1). The Parties shall each comply with all federal, state, and local laws and policies related to ensuring the privacy, security, and confidentiality of such student data, including but not limited to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C.A. 1232g, and La. R.S. §§ 17:3913 and 17:3914.

5.3.1.1 The Parties agree that the exchange and sharing of student personally identifiable information, between each party, or with any other third party, shall be conducted in accordance with Appendix B, *Privacy Compliance*, and all federal and state laws and regulations related to ensuring the privacy, security, and confidentiality of such student data, including but not limited to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C.A. 1232g, and La. R.S. §§ 17:3913 and 17:3914.

5.3.2 If Charter School is authorized to conduct a selective admissions process, pursuant to Appendix C, *School Specific Terms*, it shall make available to OPSB for its records and review such demographic information as it collects related to its applicant pool and its admission results.

5.4 Production of Data.

5.4.1 Charter Operator shall produce all data, records, documentation and information requested by OPSB within three (3) business days of a request or other time period agreed to by the Parties, in accordance with Section 5.3.1.1 of this Agreement. Such request shall provide reasonable specificity regarding the data, records, documentation or information being sought. The production of documents requested pursuant to this provision shall be distinguished from requests for documents made during site visits as set forth in Section 5.12 herein.

5.4.2 Charter Operator shall not withhold requested data, records, or documentation from OPSB except to the extent afforded confidentiality or privilege under applicable law.

5.5 **Transfer of Records.** Charter Operator shall provide for the transfer of the education records in accordance with the provisions of La. R.S. §17:112, including special education records, of any student who was enrolled at the school upon the written request of any authorized person on behalf of an educational facility within or outside of the state of Louisiana, where the student has become enrolled or is seeking enrollment.

5.6 Meetings.

5.6.1 **Charter Board Meetings.** Charter Operator's Board of Directors shall comply with all applicable provisions of the Louisiana Open Meetings Laws, including with regard to the scheduling of Charter Board meetings, meeting agendas, public notice of meetings, records of those meetings, and the posting of information on its website.

5.6.1.1 Charter Operator shall annually provide to OPSB a written schedule of meetings of its Board of Directors for that school year according to the timeline established in the

Reporting Calendar, and Charter Operator shall notify OPSB promptly of any modifications to such schedule.

5.6.1.2 Charter Operator shall provide all public documents and reports related to Charter School operations to OPSB, as reasonably requested by OPSB, with the exception of any documents that are privileged, confidential, or provided in executive session.

5.6.2 **Training Sessions and Meetings.** Charter School's representative(s) shall attend all training sessions mandated by Authorizer, the State Board of Elementary and Secondary Education, and the State and Federal Departments of Education.

5.6.2.1 OPSB shall annually provide Charter School a schedule of regularly scheduled and reasonably anticipated meetings and training sessions at which Charter School's attendance shall be required. Any meetings or training sessions not provided for on the annual schedule shall be reasonably noticed.

5.7 Test Monitoring.

5.7.1 OPSB may, without advance notice and at its sole discretion, assign test monitors for assessments required by the state and district accountability systems. Such test monitors shall be granted access to the facility, classrooms, and testing materials, as permitted by state law and regulations and in accordance with written procedures provided to Charter School by OPSB. Such monitors shall not disrupt the Charter School's testing environment nor distract students.

5.7.2 For tests required by state and district accountability systems, Charter School shall provide for independent test monitoring from a third-party entity approved by OPSB in accordance with OPSB Policy HA.

5.8 **Financial Reports.** Charter Operator shall prepare and deliver the following reports to Authorizer in accordance with the procedures and timelines established in the Reporting Calendar specified in Section 5.2 of this Agreement:

5.8.1 An independently audited financial report for Charter Operator, to be conducted annually by a certified public accountant in accordance with the provisions La. R.S. §§ 24:513 *et seq.* and 17:3996(F), and the standards set forth in the CSAF. The costs of such audit shall be borne by Charter Operator;

5.8.2 Quarterly Financial Statements consistent with the Reporting Calendar and the Louisiana Department of Education's Charter School Fiscal Oversight Policy and the Reporting Calendar, as applicable;

5.8.3 Charter School's annual operating budget; and

5.8.4 Any other financial and/or operational reports relating to Charter School that may be required under applicable state law or regulations, by the Louisiana Department of Education, or as shall be reasonably required by Authorizer.

- 5.9 **Enrollment Information.** Charter School shall submit projected, current, and final student enrollment and attendance information in accordance with reporting requirements from the Louisiana Department of Education and the parish-wide enrollment process.
- 5.10 **External Reporting.** Charter School shall be responsible for additional reporting as required for compliance with state, federal and other external reporting requirements. Charter School shall submit a copy of any reports submitted under this section to OPSB upon request.
- 5.11 **Inspection.** All financial records of Charter School pertaining to the management and operation of the School are subject to inspection and production, upon reasonable notice, as required for fulfillment of OPSB's fiduciary responsibilities and as part of the charter school monitoring process for financial performance.
- 5.12 **Site Visits.** Charter School shall permit Authorizer and representatives of Authorizer to visit the school site, at Authorizer's discretion and at any time, to inspect operations and performance and to ensure compliance with all applicable laws and regulations, the terms of this Agreement, and the terms of state and federal grants. Authorizer shall endeavor to provide prior notice of such visits as is reasonably practicable. When such notice is not reasonably practicable, Authorizer shall provide Charter School with written reasons after such site visit, upon request. During such site visits, the Charter Operator shall allow the visiting officials full and immediate access to its on-site financial and educational records, reports, files, and documents of any kind on site, whether in electronic form or hard copy, except to the extent that such records are afforded privilege under applicable law.
- 5.13 **Assets.** Charter School shall take all necessary precautions to safeguard assets acquired, in whole or in part, with public funds.
- 5.13.1 If the Charter is revoked, non-renewed, surrendered, or otherwise terminated:
- 5.13.1.1 Any assets acquired in whole or in part with public funds shall be deemed to be the property of OPSB; and
- 5.13.1.2 Any assets acquired wholly with private funds shall be disposed of, or otherwise managed, by Charter Operator consistent with Louisiana law.
- 5.13.2 If Charter Operator's records fail to establish whether an asset was acquired with the use of private funds, the assets shall be deemed to be the property of OPSB.
- 5.14 **Notification.**
- Charter Operator shall notify Authorizer in a timely manner of any conditions that shall cause Charter Operator to violate the terms of this Operating Agreement, state or federal law or regulations, or OPSB Policy.
- 5.14.1 Charter Operator shall notify OPSB immediately of any circumstance requiring the temporary or permanent closure of Charter School.

- 5.14.2 Charter Operator shall notify OPSB, within 1 business day of becoming aware, of the arrest of any members of Charter Board or Charter School's employees, contractors, subcontractors, or any person directly or indirectly employed by Charter Operator for a crime listed in La. R.S. § 15:587(1)(C) or any crime related to the misappropriation of funds or theft.
- 5.14.3 Charter Operator shall notify OPSB of its default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more, unless Charter Operator has disputed the obligation and such dispute is being resolved in good faith.
- 5.14.4 Charter Operator shall notify OPSB of any change to the Charter Board of directors, its signing authority, its corporate legal status, or any change in its standing with the Louisiana Secretary of State's Office, according to the requirements of OPSB Policy HA.
- 5.14.5 If Charter Operator has contracted with a management organization, pursuant to Section 9.8 of this Agreement, and such contract is terminated or not renewed, it shall provide written notification to OPSB within two (2) business days stating the reasons for the termination of the relationship.
- 5.14.6 Charter Operator shall notify OPSB of any change to its Certified Public Accountant or its Qualified Business Professional within thirty (30) days.
- 5.14.7 Charter Operator shall notify OPSB immediately if at any time Charter Operator or Charter School receives notice that either Charter Operator or Charter School and OPSB are parties to a legal action concerning Charter School.
- 5.14.8 Authorizer shall notify Charter Operator immediately of any formal complaints received by Authorizer about Charter Operator and/or Charter School or its operation, including but not limited to complaints filed with the Louisiana Department of Education, the Office for Civil Rights, Louisiana Commission on Human Rights, and Equal Employment Opportunity Commission, and/or complaints lodged by any party with Authorizer.
- 5.14.9 Charter Operator shall notify Authorizer immediately of any formal complaints concerning Charter School received by Charter Operator or Charter School from a government agency or office, including but not limited to complaints filed with the Louisiana Department of Education, the Office for Civil Rights, Louisiana Commission on Human Rights, and Equal Employment Opportunity Commission.
- 5.14.10 Authorizer shall notify Charter Operator and Charter School, in writing, of any proposed changes to the CSAF or OPSB policies affecting Charter School, Charter Operator, or any obligations under this Agreement. Authorizer shall engage with Charter School on such changes, and provide Charter School an opportunity to present feedback thereto prior to presentation to OPSB for approval.
- 5.14.11 Authorizer shall notify Charter School if Authorizer determines that Charter School's response to any request for information or information provided in an attempt to satisfy any

reporting obligations under this Operating Agreement is insufficient or inaccurate. Charter School shall provide supplemental information to satisfy its reporting obligations within five (5) business days of request or as soon as practicable.

VI. Personnel.

- 6.1 **Employment Matters.** In compliance with state law, Charter Operator shall employ necessary personnel. It shall implement a personnel policy that addresses such issues as hiring of personnel, terms of employment, and compensation. The parties agree that teachers and other staff employed by Charter Operator are not employees of OPSB, and that Superintendent and OPSB staff are not employees of Charter Operator.
- 6.2 **Collective Bargaining.** The provisions of any collective bargaining agreement entered into by OPSB shall not apply to Charter Operator. The provisions of any collective bargaining agreement entered into by Charter Operator shall not apply to OPSB.
- 6.3 **Qualified Staff.** Charter School shall employ or otherwise utilize only those individuals who are qualified in accordance with applicable federal and state law, rules, and regulations.
- 6.4 **Evaluations.** Charter School shall comply with all state mandated requirements for personnel evaluations.
- 6.5 **Criminal History Review.** Charter Operator shall adhere to all applicable federal, state, and local laws, regulations, and policies concerning criminal history review of board members, employees and subcontractors, as well as persons associated with Charter School who are engaged in direct processing of Charter School funds. All costs associated with the criminal history review shall be the responsibility of Charter Operator, although Charter Operator may assign the responsibility to pay for those costs to those persons undergoing the criminal history review.

VII. Charter Renewal, Revocation/Termination and Closure

- 7.1 **Renewal.** Upon application by Charter Operator, Charter School shall be considered for renewal prior to the expiration of this Operating Agreement, according to the procedures established in OPSB Policy HB, pursuant to La. R.S. §§ 17:10.7.1 and 17:3992, as applicable.
- 7.2 **Revocation.**
 - 7.2.1 Pursuant to La. R.S. § 17:3992(C), OPSB may revoke the Charter at any time, in accordance with La. R.S. § 17:10.7.1 and the procedures set forth in OPSB Policy HB upon a determination that Charter School or its board members, officers or employees did any of the following in connection with the operation of Charter School:
 - 7.2.1.1 Committed a material violation of this Operating Agreement;

- 7.2.1.2 Failed to meet or pursue within the agreed timelines the academic and other educational results specified in this Operating Agreement;
- 7.2.1.3 Failed to meet generally accepted accounting standards of fiscal management;
- 7.2.1.4 Committed an egregious and/or consistent violation of federal, state or local laws or OPSB policies;
- 7.2.1.5 Grossly mismanaged public funds;
- 7.2.1.6 Committed financial malfeasance;
- 7.2.1.7 Failed to retain and maintain adequate facilities;
- 7.2.1.8 Failed to sustain student enrollment sufficient to meet financial obligations; or
- 7.2.1.9 Failed to open Charter School within twenty-four months after execution of this Operating Agreement, unless granted an extension by OPSB.
- 7.2.1.10 Failed to timely execute an LEA Agreement mutually agreed to with OPSB at any time during the charter term, where Charter School is a part of OPSB's LEA
- 7.2.1.11 Failed to protect the health, safety, and/or welfare of students. In such a case, this Operating Agreement may be immediately suspended upon a determination that the health, safety, and/or welfare of students is threatened, in accordance with OPSB Policy HB.
- 7.2.2 In any instance where revocation or termination is deemed warranted by OPSB, the procedures required by OPSB Policy HB, pursuant to La. R.S. §§ 17:10.7.1 and 17:3992, shall be followed, which shall require, at a minimum: written notice of the reasons for the proposed revocation or termination and the opportunity for Charter Operator to respond at a School Board meeting prior to OPSB revoking this Operating Agreement.

7.3 School Closure.

- 7.3.1 In the event that Charter School should permanently cease operations for any reason, including termination of this Operating Agreement, surrender, revocation, non-renewal of the Charter, and where such cessation of operations will ultimately result in the dissolution of Charter Operator in accordance with La. R.S. § 12:250, *et seq.*, the following procedures shall apply:
 - 7.3.1.1 Charter Operator shall undertake a dissolution of Charter Operator in accordance with specific requirements and timelines set forth in La. R.S. § 12:250, *et seq.* OPSB shall become a claimant in such proceedings and shall receive all funds allocated to OPSB through this process.
- 7.3.2 In the event that Charter School should cease operations due to termination of this Operating Agreement, surrender, revocation, non-renewal of the Charter, and where such cessation of operations will not ultimately result in the dissolution of Charter Operator, the following procedure shall apply:
 - 7.3.2.1 Charter Operator will retain all property purchased solely with private funds.

- 7.3.2.2 All other property of Charter School shall immediately become the property of OPSB upon termination of this Agreement.
- 7.3.3 Upon Charter Operator's receipt of written notice of termination, and throughout the period of Charter School operation between the notice of termination and school closure, if any, Charter Operator shall:
- 7.3.3.1 comply with applicable provisions of this Agreement and federal and state law and perform all obligations necessary thereto,
 - 7.3.3.2 designate a representative of Charter School who shall retain responsibility for the security of and access to all Charter School records, including student records,
 - 7.3.3.3 preserve and secure Charter School records, including student records, and transfer such records to OPSB, as permitted by this Agreement and federal and state law;
 - 7.3.3.4 fully cooperate with OPSB, who shall have unrestricted and equal access to Charter School records, upon reasonable notice to Charter School, including student records during the period prior to the closure of Charter School, except to the extent that such records are afforded confidentiality or privilege under applicable law;
 - 7.3.3.5 assist in enrollment of students in appropriate schools; and
 - 7.3.3.6 manage all financial records consistent with OPSB's school closure requirements and procedures.
- 7.3.4 Upon taking possession of Charter School records, OPSB shall fulfill any and all statutory and contractual duties concerning Charter School records.
- 7.3.5 OPSB shall not be further obligated to pay any additional local funds to Charter Operator from the date of termination of this Operating Agreement.
- 7.3.6 Any public funds allocated to or for the operation of Charter School remaining in Charter Operator's possession after paying all debts, settlements, and obligations of Charter School shall be remitted to OPSB no later than thirty (30) days after payment. Any furniture and movable property purchased with public funds shall be delivered or made available to OPSB within sixty (60) days of the final day of school for students.
- 7.3.7 Pursuant to La. R.S. § 17:3993, OPSB shall not be liable for Charter School's unpaid debts.
- 7.4 **Emergency Closure.** In accordance with La. R.S. § 10.7.1, Charter School agrees to temporarily close, dismiss students, or evacuate in the event that the Superintendent requires it, due to credible threats of terror, or an official state of emergency is declared for the area in which any school under the board's jurisdiction is located.

VIII. Insurance and Surety

- 8.1 Charter Operator shall provide and maintain, or cause to be maintained, such insurance that shall protect Charter School from claims under Worker's Compensation Acts, including but not limited to the Louisiana Workers' Compensation Act, and any other claims for damages or

personal injuries including death that may arise from operations under this Operating Agreement, whether such operation be by Charter School directly or by any contractor, subcontractor, or by anyone directly or indirectly employed by either of them. Without limiting any obligations or liabilities of Charter Operator under this Operating Agreement, Charter Operator shall provide and maintain during the course of this Operating Agreement, at its sole cost and own expense, without reimbursement, minimum insurance coverage as follows:

- 8.1.1 Worker's Compensation: as required by state law with statutory limits and also minimum Employers Liability limits of \$1,000,000.
 - 8.1.2 Commercial General Liability: \$1,000,000 per occurrence; \$2,000,000 general aggregate.
 - 8.1.3 Business Automobile Insurance covering all owned, hired, and non-owned vehicles of Charter School: \$1,000,000 combined single limit.
 - 8.1.4 Educators Legal Liability Insurance and Directors & Officers Insurance: \$1,000,000.00 per occurrence/annual aggregate, subject to a maximum deductible not to exceed \$100,000.00 per claim.
- 8.2 In the event that Charter School is located in a non-OPSB-controlled facility, Charter School shall obtain or cause to be obtained property insurance for buildings being used to fulfill the purposes of this Operating Agreement and any contents purchased by Charter School with state or federal funds. The property insurance obtained by Charter School shall provide OPSB with the ability to file a claim for any loss of property purchased with state or federal funds.
- 8.3 Charter Operator shall deposit duly executed certificates evidencing such types and limits of insurance (which shall evidence the insurer's waiver of subrogation of general liability, auto, and workers' compensation claims against OPSB and provide that notice of cancellation shall be provided to OPSB in accordance with policy provisions) with OPSB's Office of Risk Management on or before the Commencement Date of this Agreement and upon renewals of such policies, not less than thirty (30) days following renewal of the policy.
- 8.4 All companies providing insurance required by this Agreement shall be licensed to do business in the State of Louisiana and shall meet the minimum financial security requirements as set forth herein. Companies providing insurance under this Agreement shall have a current A. M. Best's Rating not less than A- and an A.M. Best's Financial Size Category not less than VI.
- 8.5 OPSB shall be named as an Additional Insured for ongoing and completed operations under the commercial general liability insurance and as an additional insured for business automobile insurance required by this Agreement. Confirmation of this shall appear on all Certificates of Insurance and by endorsement to any and all applicable policies.
- 8.6 Charter Operator shall promptly report to OPSB any and all pending, reported, or written claims or charges that may trigger OPSB insurance coverages, and promptly provide OPSB's general counsel and risk manager with all notices of such claims, cooperate fully with OPSB in the defense of any such claims asserted against OPSB, its board members, agents or employees

arising from or related to the operation of Charter School, and comply with the defense and reimbursement provisions of OPSB's and Charter Operator's applicable insurance policies.

IX. Contract Construction

- 9.1 **Entire Agreement.** The Parties intend this Operating Agreement, including all attachments and exhibits, to represent a final and complete expression of their agreement, which shall be considered the Agreement. The Parties recognize that amendments to this Agreement may be approved from time to time hereafter. The parties further recognize that amendments to this Agreement may be effective as set forth in paragraph 9.10.1 herein.
- 9.2 **Authority.** Each Party represents and warrants that they have full power and lawful authority to execute this Agreement and that the person executing this Agreement has been duly authorized to do so on behalf of such Party.
- 9.3 **Notice.** Any notice required or permitted under this Operating Agreement shall be in writing and shall be effective immediately upon personal delivery, subject to verification of service or acknowledgment of receipt, or three (3) business days after mailing when sent by certified mail, postage prepaid, or one (1) business day after being sent by commercial overnight courier, in each case to the following:

Orleans Parish School Board:
Superintendent
Orleans Parish School Board
2401 Westbend Parkway
Suite 5055
New Orleans, Louisiana 70114

With copy to:

Board President
Orleans Parish School Board
2401 Westbend Parkway
Suite 5055
New Orleans, Louisiana 70114

And copy to:

General Counsel
Orleans Parish School Board
2401 Westbend Parkway
Suite 5055
New Orleans, Louisiana 70114

Charter Operator:
School Leader
John F. Kennedy High School
at Lake Area
6026 Paris Avenue
New Orleans, Louisiana 70122

With copy to:

Board President
New Beginnings Schools Foundation
5800 St. Roch Avenue
New Orleans, Louisiana 70122

And a copy to:

Michelle Craig
Charter Board Counsel
Transcendent Legal
1441 Canal Street, Suite 319
New Orleans, Louisiana 70112

- 9.3.1 Charter Operator shall provide written notification to OPSB of any changes in the identity of the School Leader, Board President, or Board Counsel to ensure that notifications are provided to the proper representatives during the term of the Operating Agreement.
- 9.4 **Dispute Resolution.** In the event of a dispute between Charter Operator and OPSB regarding the terms of this Operating Agreement or any other issue regarding the relationship between Charter Operator and OPSB, the Parties shall notify the other, in writing, of the specific disputed issue(s). The Parties shall submit all disputes to mediation in New Orleans, Louisiana with a mediator jointly selected by the Parties. The Parties will make a good faith attempt to resolve the disputed issue(s) in mediation. If the dispute is not resolved, for any reason, through mediation within forty-five (45) days of written notification of the dispute, or other agreed upon time frame, the Parties may proceed to pursue any and all legal remedies related to the disputed issue to which they may be entitled.
- 9.5 **Indemnification and Acknowledgments.**
- 9.5.1 Charter Operator shall defend, indemnify, and hold harmless OPSB, its officers, directors, agents, employees, partners, and subcontractors (collectively referred to as "OPSB Indemnitees") from any and all claims, demands, suits, actions, proceedings, losses, costs, judgments, damages or other forms of liability to third parties, of every kind and description, actual or claimed, including but not limited to attorneys' fees and/or litigation expenses, including, but not limited to injury to property or persons (including, but not limited to civil rights violations), occurring or allegedly occurring, in connection with the operation of Charter School from conduct committed or omitted, or alleged to have been committed or omitted by Charter School or by its employees or agents, during the term of this Operating Agreement or any renewal thereof, which may be brought or made against or incurred by OPSB on account of any action of Charter School, its employees, agents or assigns, except when caused in whole or in part by the wanton, willful or intentional acts of OPSB Indemnitees. The provisions or limits of insurance required under this contract shall not limit the liability of Charter Operator, which shall be obligated to defend OPSB in any such action or proceedings brought thereon.
- 9.5.2 OPSB shall defend, indemnify, and hold harmless Charter Operator, its officers, directors, agents, employees, partners, and subcontractors (collectively referred to as "Charter Operator Indemnitees") from any and all claims, demands, suits, actions, proceedings, losses, costs, judgments, damages or other forms of liability to third parties, of every kind and description, actual or claimed, including but not limited to attorneys' fees and/or litigation expenses, including, but not limited to injury to property or persons (including, but not limited to civil rights violations), occurring or allegedly occurring, from conduct committed or omitted, or alleged to have been committed or omitted, by OPSB, or by its employees, officers, directors, subcontractors, or agents, during the term of this charter or any renewal thereof, which may be brought or made against or incurred by Charter Operator and/or Charter School on account of any action of OPSB, its employees, agents or

assigns, except when caused in whole or in part by the wanton, willful or intentional acts of Charter Operator Indemnitees. The provisions or limits of insurance required under this contract shall not limit the liability of OPSB. OPSB shall be obligated to defend Charter Operator and Charter School in any such action or proceedings brought thereon.

- 9.5.3 Any management contract entered into by Charter Operator concerning Charter School pursuant to Section 9.8 of this Agreement shall include an indemnification provision as follows: The management company shall indemnify, save and hold OPSB Indemnitees harmless against any and all claims, demands, suits, actions, proceedings, losses, costs, judgments, damages or other forms of liability to third parties, of every kind and description, actual or claimed, including but not limited to attorneys' fees and/or litigation expenses, including, but not limited to injury to property or persons (including, but not limited to civil rights violations), occurring or allegedly occurring, in connection with the operation of Charter School, or from conduct committed or alleged to have been committed on the premises of Charter School, or from conduct committed by the management, or by its employees, officers, directors, subcontractors, or agents, during the term of this charter or any renewal thereof. The management company shall be obligated to defend OPSB Indemnitees in any such action or proceedings brought thereon.
- 9.5.4 OPSB and Charter Operator shall give prompt written notice to the other of the assertion of any claim or the commencement of any litigation for which indemnification is sought and shall cooperate with each other in the defense of the claim or litigation.
- 9.5.5 Charter Operator shall not settle or compromise any claim against OPSB without the express written permission of OPSB. OPSB shall not settle or compromise any claim against Charter Operator without the express written permission of Charter Operator.
- 9.5.6 This Operating Agreement is not an employment contract. No officer, employee, agent or subcontractor of Charter Operator or Charter School is an officer, employee, or agent of OPSB.
- 9.5.7 The parties acknowledge that, pursuant to La. R.S. § 17:3993, OPSB and its members individually are immune from civil liability for any damages arising with respect to all activities related to the operation of any type of charter school they may authorize as a chartering authority.
- 9.5.8 Nothing herein shall waive the right of OPSB Indemnitees to assert any statutory or legal defense of sovereign immunity or official immunity.
- 9.5.9 The indemnification, defense and hold harmless obligations outlined in this Agreement shall survive the termination of this Operating Agreement. OPSB or Charter Operator shall have the right, at its own expense, to participate in the defense of any lawsuit to which it is a party, without relieving the other of its obligations hereunder, except as is otherwise provided herein.

Recommendations- 18-19 Charter Renewal and Extension

School	Renewal Recommendation	Years
ARISE Academy	Renew	3 Years
KIPP East Community	Renew	5 Years
Dolores T. Aaron Elementary School ES	Renew	5 Years
Sophie B. Wright Learning Academy	Renew	5 Years
Success Preparatory Academy	Renew	5 Years
JFK at Lake Area High School	Renew	5 Years
Lafayette Academy	Renew	5 Years
Samuel J. Green Charter School	Renew	5 Years
ReNEW/ Accelerated High School	Renew	3 Years
Foundation Preparatory	Extend	-
Andrew H. Wilson Charter School	Extend	-





2018-19 Annual Site Visit Compliance Review

School:	John F. Kennedy at Lake Area HS	OPSB Representative:	Toni Pickett
Date:	9-26-2018	School Representative:	Michelle Blouin-Williams
General Compliance Policy	Acceptable Documentation (to be provided by LEA)	Status at Review	Notes
School conducts background checks and fingerprint records for all employees as outlined in R.S. 17:15	Statement of approval from the Louisiana Bureau of Criminal Identification.	<input checked="" type="checkbox"/> In Compliance <input type="checkbox"/> Not In Compliance <input type="checkbox"/> Not Available/Missing	5/5 files compliant
Staff credentials per state law as outlined in Bulletin 746, La. R.S. 3991 (C)(6), R.S. 17:28, and Charter Agreement § 9.2, 9.3	Documentation of staff credentials files should be available for review. The review may include the following staff members: <ul style="list-style-type: none"> • Teachers • Business Manager or CFO • School Nurse 	<input checked="" type="checkbox"/> In Compliance <input type="checkbox"/> Not In Compliance <input type="checkbox"/> Not Available/Missing	5/5files compliant
Procedures for protecting student records per LA Acts 937, 677, and 340.	School will provide documented protocol for compliance with data governance and student privacy laws.	<input checked="" type="checkbox"/> In Compliance <input type="checkbox"/> Not In Compliance <input type="checkbox"/> Not Available/Missing	
School displays employee rights under the Family and Medical Leave Act (FMLA) as required by the FMLA section 109 (29 U.S.C. § 2619)	Rights under the Family Medical Leave Act poster is displayed in an area with access by employees.	<input checked="" type="checkbox"/> In Compliance <input type="checkbox"/> Not In Compliance <input type="checkbox"/> Not Available/Missing	
Schools posts the required workplace notices as required by the Fair Labor Standards Act, 29 USC 214, 29 CFR 516.4	Fair Labor Standards Act poster is displayed in an area with access by employees.	<input checked="" type="checkbox"/> In Compliance <input type="checkbox"/> Not In Compliance <input type="checkbox"/> Not Available/Missing	
Home Language Survey, including language translations as required by federal and state requirements as outlined in ESEA/ESSA/Title III guidelines.	School will provide copies of Home Language Survey, including language translations.	<input checked="" type="checkbox"/> In Compliance <input type="checkbox"/> Not In Compliance <input type="checkbox"/> Not Available/Missing	
Sign or notice of translation service offerings as required by OCR guidelines.	School must have notification of translation services, in multiple languages that is visible in an area of primary access to the building.	<input checked="" type="checkbox"/> In Compliance <input type="checkbox"/> Not In Compliance <input type="checkbox"/> Not Available/Missing	

Special Education Compliance Policy	Acceptable Documentation (to be provided by LEA)	Status at Review	Notes
IEP Date	IEP dated within one calendar year	<input checked="" type="checkbox"/> In Compliance <input type="checkbox"/> Not In Compliance <input type="checkbox"/> Not Available/Missing	6/6 files compliant
Evaluation Date	Evaluation or waiver dated within 3 years	<input checked="" type="checkbox"/> In Compliance <input type="checkbox"/> Not In Compliance <input type="checkbox"/> Not Available/Missing	6/6 files compliant
IEP Compliance with Evaluation	Student exceptionalality on IEP aligns with evaluation	<input checked="" type="checkbox"/> In Compliance <input type="checkbox"/> Not In Compliance <input type="checkbox"/> Not Available/Missing	6/6 files compliant
IEP Signatures	IEP is signed by all Required Parties	<input checked="" type="checkbox"/> In Compliance <input type="checkbox"/> Not In Compliance <input type="checkbox"/> Not Available/Missing	6/6 files compliant
Service Minutes Provided	Evidence of service minutes provided in accordance with current IEP for previous and current semester (or since IEP creation/date)	<input checked="" type="checkbox"/> In Compliance <input type="checkbox"/> Not In Compliance <input type="checkbox"/> Not Available/Missing	6/6 files compliant
Progress Reports	Most recent 2 progress reports are present in the folder and signed by the parent.	<input checked="" type="checkbox"/> In Compliance <input type="checkbox"/> Not In Compliance <input type="checkbox"/> Not Available/Missing	6/6 files compliant



Brian Gibson



Dear Mr. Gibson,

I am pleased to offer you the position as Principal of John F. Kennedy High School with New Beginnings Schools Foundation. This position is FLSA exempt and will report directly to the Chief Executive Officer. You will receive two stipends of \$2,500.00 during the 2018-19 school year, pending the attainment of performance expectations identified and agreed upon by the CEO are meet. The 1st stipend will be disbursed at the end of the 1st semester in December 2018 and the 2nd stipend will be disbursed at the end of the 2nd semester in May 2019.

Base Salary -Your annual base salary will be \$110,000.00 per year, less applicable taxes, deductions, and with holdings and paid semi-monthly. Your semi-monthly salary will be \$4583.33 paid on the 15th and last day of each month through June 30, 2018 for a total of 24 pay periods for FY18. The salary is contingent upon the employee entering into the Deferred Retirement Option Plan (DROP) on 7/1/2018 for a complete three year period to relieve the organization of its TRSL obligation.

Benefits – New Beginnings Schools Foundation provides a comprehensive benefits package for its eligible full time employees. Eligible benefits include health insurance, dental insurance, vision insurance and other low cost supplemental insurances such as Short and Long Term Disability, Critical Illness, Cancer, Accident and others. New Beginnings Schools Foundation pays a minimum of \$4309.00 per employee for the cost of health, vision and dental insurance. NBSF also contributes to Teachers Retirement System of Louisiana (TRSL) on your behalf at 25.5% of your salary.

At-will - As you are aware, all employment with New Beginnings is at-will and not for a specified term. This means that New Beginnings may terminate your employment at any time, likewise, you may terminate your employment with New Beginnings at any time, with or without cause, for any reason or for no reason, with or without notice. Any contrary representations or agreements that may have been made to you are superseded by this Offer. Any modification or alteration of the at-will nature of your employment can be made only in writing signed by you and an authorized officer of New Beginnings. Accordingly, this letter does not constitute a contract, nor does it guarantee that you will maintain employment at New Beginnings in this or any position.

Paid Time Off - You will be eligible to accrue up 2 personal business days (8 hours per semester) pay per year and 64 hours of sick leave (4 hours per semester) per year. You will also receive 14 paid holidays per year.

Total Compensation paid by NBSF on your behalf

Base Salary	\$110,000.00
Retirement (TRSL) @25.5%	Exempted - July 1, 2018
Health, Dental, Vision (EE only)	\$4,309.00
Paid Holidays(based on Board approved NBSF calendar)	\$4,256.00
Total Compensation	\$118,565.00

To accept this offer, please sign this letter in the space provided below and return to me.

Brian K. Gibson
Name

5/11/2018
Date

Respectfully,
Michael L. Washington
Michael L. Washington, M.A.
Human Resources Administrator
New Beginnings School Foundation

cc: CEO, Michelle Blouin-Williams/ Personnel File





LOUISIANA DEPARTMENT OF EDUCATION

I. Background

The Louisiana Department of Education (LDOE) was notified that New Beginnings Schools Foundation (NBSF) was completing a review of its 2019 graduating class. In order to assist with the NBSF review, the LDOE conducted a separate review of the NBSF policies that pertain to credit attainment and the business rules used to evaluate graduation completion records at John F. Kennedy High School (JFK).

In its review, the LDOE:

- A. assessed the extent to which NBSF and JFK were completing an accurate assessment of each student's graduation status;
- B. assessed the extent to which NBSF and JFK planned to communicate with every student and family about the steps needed to move to their postsecondary plans; and
- C. advised NBSF on policies related to credit attainment to prevent future findings.

This report summarizes the LDOE findings and corrective action steps.

II. Findings

A. Assessment of the extent to which NBSF and JFK were completing an accurate assessment of each student's graduation status

The LDOE reviewed records for every student in the Class of 2019, using policies--particularly those that pertain to credit attainment and end-of-course (EOC) test requirements--established by the state Board of Elementary and Secondary Education (BESE) to guide their determinations.

JFK provided the LDOE with a document that listed 155 students who participated in the graduation ceremony. An additional document was provided to the LDOE including 23 students who were not included on the graduation ceremony list. A total of 178 student records were reviewed as part of the 2018-2019 senior cohort at JFK. Of those 178 students:

- 155 students participated in the 2019 graduation ceremony based on the list provided by JFK;
- 85 students who participated in the graduation ceremony had fulfilled graduation requirements as established by BESE;

Louisiana Believes



- 70 students who participated in the graduation ceremony did not meet at least one graduation requirement and must address at least one deficiency in order to graduate;
- 14 seniors who participated in the graduation ceremony did not meet EOC requirements;
- 23 seniors did not participate in the graduation ceremony and did not meet graduation requirements;
- 81 seniors participated in 154 GradPoint courses. GradPoint is an online learning platform that hosts curriculum focused on intervention and remediation strategies.

The needs of the 70 students who participated in the graduation ceremony and did not meet credit attainment and/or EOC requirements are summarized in Table 1.

Table 1. Deficiencies

Credits needed	Passed all tests	Need to test or retest	Total Students
0	<10	<10	<10
.5	<10	<10	<10
1	19	<10	23
1.5	10	<10	10
2	<10	<10	11
2.5	<10	<10	<10
3	<10	<10	<10
3.5	<10	<10	<10
More than 3.5	<10	<10	<10

Totals	56	14	70
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According to information in the GradPoint online learning platform, JFK staff placed 81 seniors in at least one GradPoint course.

According to the local transcript system, there were several changes to final grades in face-to-face classes after the school's deadline for submitting grades. As part of its review, NBSF established a set of business rules to use to determine which students would receive Carnegie credit for the work completed in the online platform and which students would receive credit for the courses in which grades had been changed.

B. Assessment of the extent to which NBSF and JFK have communicated with every student and family about the steps needed to move to their postsecondary plans

LDOE representatives have communicated with NBSF leaders and the consulting team from Tensquare throughout the review process. The LDOE assessment of how NBSF and JFK have communicated with families is ongoing. To date, NBSF has communicated with families via phone calls, text messages, and home visits to inform students of their graduation statuses and to share plans of action for non-graduates.

C. Policies related to credit attainment to prevent future findings

During the early stages of its review, LDOE representatives met with NBSF leaders and the consulting team from Tensquare to provide guidance on state policies regarding credit attainment and best practices for credit recovery. Based on those conversations, the LDOE recommended that NBSF and Tensquare clearly articulate business rules for determining how they would be making decisions about credit attainment. The LDOE reviewed the extent to which NBSF and Tensquare applied business rules to the students with records in GradPoint. The LDOE also assisted NBSF staff as they verified student information in their local transcript system.

III. Corrective Action Steps and Resources

Based on the review of the policies and practices pertaining to credit attainment and graduate completion records at JFK, the LDOE is stipulating the following corrective actions for NSBF.

A. Pupil Progression Plans: Submit a new pupil progression plan to the LDOE on or before August 31, 2019.

Every public school in Louisiana must have a pupil progression plan (PPP) that adheres to Bulletin 1566: Pupil Progression Policies and Procedures. These plans must clearly outline the guidelines local education agencies (LEAs) have established for the promotion and

retention for each student. Prior to the start of the 2019-2020 academic year, this charter management organization (CMO) should either address the gaps in their current PPP with an addendum, or create an entirely **new PPP**.

B. Individual Graduation Plans: Create new and/or revise all individual graduation plans for students enrolled in the 2019-2020 school year by October 1, 2019.

School personnel must ensure that students plan for success in high school and beyond. As such, students must develop an Individual Graduation Plan (IGP) with the support and guidance of their families and the school counselor(s). When applicable, the student's Individualized Education Plan (IEP) team shall assist in developing the IGP. The plan informs coursework selections for the following academic year and guides secondary and postsecondary decisions.

C. Online Learning and Credit Recovery: Adopt a clear credit recovery policy that aligns with Section 2324 of Bulletin 741 and provide to the LDOE by August 31, 2019.

JFK utilized GradPoint and Rosetta Stone, an education technology software company that develops language, literacy and brain-fitness software, for instruction in both credit recovery programs and for full courses. In order to provide meaningful computer-based instruction, the NBSF should:

- Research best practices for distance learning and credit recovery;
- Provide meaningful professional development in asynchronous learning;
- Use appropriate courses for delivering online instruction, including sequential or virtual course for online instruction and prescriptive coursework for credit recovery; and
- Hire appropriate, qualified teachers to monitor progress and provide instruction.

Credit recovery is an instructional program for courses students have already failed, yet several NBSF students were enrolled in the credit recovery program for classes they had never taken. NBSF should follow state guidelines as they create credit recovery policies. Specific implementation recommendations for credit recovery include:

- Labeling credit recovery courses on the official student transcript;
- Using a BESE-approved Course Choice provider for credit recovery courses;
- Staffing credit recovery courses with teachers who are certified in the appropriate subject area;
- Awarding credit to students based on assessments that have been approved by the school system and using state assessments when applicable; and

- Limiting the number of high school credits any student may earn in credit recovery throughout his or her high school experience to six credits.

D. Graduation Requirements: Enroll all ninth and 10th grade students in a common set of foundational courses and adopt procedures to ensure that all 11th and 12th grade students have access to the courses they need to complete their chosen graduation pathway. NBSF must provide the LDOE the following:

- A copy of the school's master schedule, course titles, and course codes by August 2, 2019, refraining from labeling courses in a way that could possibly mislead families or outside entities about the level of rigor;
- Evidence of training for all administrators and counselors on the requirements for both graduation pathways by August 31, 2019, including courses, credentials, and assessments; and
- A list of all credit recovery/online course providers that will provide courses to students in the 2019-2020 school year by August 31, 2019.

Refer to [Louisiana's High School Planning Guidebook](#) for information on course requirements and graduation pathways.

The core course requirements provide students with the foundation they need to be successful in either graduation pathway. Without these courses, students are in danger of not graduating in four years. During the LDOE review, it was evident not all JFK students were enrolled in the appropriate foundational skills courses. For instance, several students did not have an eligible health education credit that met graduation requirements or access to a biology course in 2017-2018.

NBSF staff must build a deep knowledge of the different high school graduation pathways. The state has aligned the diploma pathways to Taylor Opportunity Program for Students (TOPS) scholarship requirements as a way to ensure all students have the same opportunities to earn the merit-based TOPS award.

The TOPS University Pathway prepares students who plan to continue their education at a college or university. The TOPS Tech Pathway prepares students for work, as well as for various postsecondary education and training opportunities.

With the support of their families and school staff, students select a pathway at the end of 10th grade as part of the IGP process. Schools must ensure that this selection appears on every student's IGP and provide evidence that the student's parent or guardian supports the selection.

The records at JFK indicated that all students were pursuing a university diploma. However, some student transcripts showed coursework that did not align with the TOPS University Pathway. For example, some students took Algebra I Part 1 and Algebra I Part 2, yet these course(s) do not meet the requirements for a university diploma.

E. Services and Supports for Students with Special Needs: For the 2019-2020 school year, JFK will be labeled Tier III - High Risk for Individuals with Disabilities Education Act (IDEA) Monitoring and receive on-site monitoring by LDOE staff.

Students with disabilities have diploma options that are specific to their individual needs:

- High school students who are eligible under Act 833 can pursue a standard high school diploma by meeting standard graduation requirements through alternate means; and
- High school students who take LEAP Connect can pursue a diploma pathway by meeting alternate requirements.

Based on information in the Special Education Reporting (SER) system, several JFK students had outdated IEPs. Many IEPs were poorly written and/or lacked appropriate goals. To ensure students with special needs receive appropriate services, the LDOE recommends these immediate action steps:

- Identify all students with exceptionalities;
- Conduct a thorough review of all IEP goals to ensure they are current and appropriately aligned with student needs; and
- Ensure any student who is eligible under Act 833 has appropriate course goals that follow policy that have been created within required timelines and meet guidelines on equivalency.

F. Uniform Grading, Data Collection, and Submission: The student grading scale should be consistent for awarding Carnegie credit, and uploaded regularly into LDOE data systems. Several student academic records had not been uploaded into LDOE data systems.

NBSF must:

- Publish a uniform grading scale in the Parent and Student Handbook and provide a copy to the LDOE by August 31, 2019;
- Install updates to the local student information system and provide evidence of the updates to the LDOE by August 2, 2019;
- Verify settings in the local transcript system to ensure grades are weighted and calculated correctly and provide the LDOE with a copy of the course code options from the local system by August 2, 2019;
- Develop a process for appropriately coding traditional courses and credit recovery courses in the data systems and share the process with the LDOE by August 31, 2019;
- Cease the practice of granting AP credit unless the student has completed the entire AP course;

- Conduct a thorough review of all student transcripts for students in grades 9 through 11 before the start of the 2019-2020 academic year to ensure they accurately reflect the credit a student has earned; and
- Cross reference all records and correct any discrepancies by August 31, 2019, including:
 - Student enrollment
 - Student Transcript System
 - Student Information System
 - Special Education Reporting
 - Cumulative folders
 - Online learning management system

G. **Summer School: Provide a secondary summer school option for all students who need additional credit and/or remediation to address diploma requirement deficiencies and to stay on track for a timely graduation.**

NBSF must:

- Offer summer school so students may schedule courses to enrich their experiences, take new subjects, and/or address deficiencies;
- Organize and operate summer programming under the administrative and supervisory control of the newly assigned Chief Executive Officer; and
- Provide summer school remediation and retesting opportunities as outlined in Bulletin 1566 Pupil Progression Policies and Procedures.

H. **Postsecondary Planning: Work with the students who have not yet met their graduation requirements and provide families with options that will allow students to make progress toward their postsecondary plans as they complete high school requirements.**

NBSF must immediately:

- Communicate with all 2019 seniors not meeting graduation requirements to identify their postsecondary plans;
- Provide documentation on student status and communicate with postsecondary institutions on behalf of students who may obtain a diploma this summer to assist with the possibility of conditional enrollment; and
- Ensure all seniors have access to financial aid planning opportunities.



June 7, 2019

Raphael Gang, President
New Beginnings Schools Foundation
5800 St. Roch Avenue
New Orleans, Louisiana 70122

RE: Notice of Level 2 Non-Compliance



Dear Mr. Gang:

On May 24, 2019, it was communicated to New Beginnings Schools Foundation (NBSF) that a Level 2 Non-Compliance would be issued related to the myriad of allegations asserted against NBSF. I am writing to inform you that NBSF is receiving this Notice of Non-Compliance, Level 2 given that NBSF is deemed non-compliant with its contractual obligations.

Dating back to February 28, 2019, NBSF has been in communications with the Orleans Parish School Board (OPSB) regarding the following:

1. On February 28, 2019, the OPSB received written notification alleging an Improper Grade Change Scheme, Mishandling of the Investigation, Grievance Mishandling, and Employee Retaliation.
2. On April 1, 2019, the OPSB observed the NBSF Board approve an independent third-party legal firm to conduct an investigation.
3. On April 2, 2019, the OPSB wrote to notify NBSF that subsequent to being apprised of the grade change allegations, OPSB was also made aware of additional allegations surrounding possible falsification of public records. Specifically, it was alleged that NBSF board minutes may have been altered and contracts may not have been properly approved.
4. On April 24, 2019, The OPSB provided a written follow-up to the April 2, 2019 written notification. Within that communication, OPSB wrote to request confirmation of Adams & Reese conducting the investigation, OPSB receiving results of the investigation, and inquire if the investigation would include a review of any possible violation(s) of whistleblower laws (or evidence that Dr. King's dismissal was in retaliation for his report of alleged wrongdoing by NBSF) as it relates to Dr. King's dismissal by NBSF.
5. On May 1, 2019, The OPSB received written response from NBSF responding to the April 24, 2019 written notification from The OPSB.
6. On May 3, 2019, The OPSB confirmed receipt of the May 1, 2019 response from NBSF. Additionally, within that communication, the following was outlined as a priority to resolve:
 - a. Alleged grade irregularities: As we are approaching the end of the school year, it is important that OPSB gets an assurance as quickly as possible that students' grades have not been inappropriately altered in any way. Due to the seriousness of the claim that students' grades were changed, OPSB took the step to alert the Louisiana Department of Education (LDOE) who is awaiting the results of any investigation into grade changes to determine if there are any steps that they need to take. If this matter is resolved to the satisfaction of LDOE, negative action could be taken against NBSF by LDOE.
 - b. Alleged change of NBSF board minutes: If NBSF board minutes were altered in any way, this could be viewed as a falsification of records which is illegal and carries with it potential civil and criminal

penalties. It is OPSB's expectation that if NBSF discovers any illegal activity, such activity must be reported to the appropriate authorities, consistent with any applicable laws, as well as to OPSB for appropriate action.

- c. Alleged improper award of contracts: If it is determined that any contracts were awarded in contravention of the law or NBSF policies, it is OPSB's expectation that such determination be reported to the appropriate authorities and to OPSB for appropriate action.
 - d. Investigative reports: OPSB has asked to be kept apprised of the investigation that NBSF has initiated. OPSB is continuing to monitor the outstanding allegations to determine any next steps that must be taken as your authorizer. In order to determine whether the allegations have been resolved to our satisfaction, OPSB must know the details of your investigation. This includes understanding what documentation and information was reviewed, what information was discovered and what remedies were undertaken to address the issues revealed by the allegations. Thus OPSB is requesting that NBSF provide a written report at the conclusion of the investigation. This report should summarize the details of the investigation, including documents reviewed and persons interviewed. This report should also discuss any conclusions reached and summarize any corrective action taken or planned by NBSF as a result of the investigation.
7. On May 8, 2019, The OPSB sent a written request for a meeting to discuss the status of the ongoing investigation and OPSB's expectations in light of the investigation coming to a close within the coming weeks.
 8. On May 13, 2019, The OPSB and NBSF Board Chair convened to discuss the current status of the grade irregularities, alleged change of NBSF board minutes, alleged improper award of contracts, alleged employee retaliation, and upcoming CEO search.
 9. On May 24, 2019, The OPSB sent written notification that it has come to our attention that there are possible grade changes involving the current 2018-2019 graduating class of John F. Kennedy at Lake Area and that OPSB's scope has now expanded to include a review of these additional allegations and any pertinent facts surrounding them.
 - a. This most recent grade change incident was communicated to OPSB by NBSF. The third party investigation NBSF initiated revealed additional instances of grade changes/alterations that involved the graduating class of 2019. As a result of this discovery, several members of the leadership at John F. Kennedy were terminated.
 - b. The full scope of this discovery is still under review, including the number of students impacted and to what extent the grade changes occurred.

Specific areas of non-compliance are:

- Multiple allegations of grade changes, the most concerning are the allegations around changes that affect student qualifications for graduation
 - o The first allegation asserted by Dr. King is still under review by NBSF and a final determination has not been reached.
 - o The second allegation reported to OPSB by NBSF is also still under review to determine the full scope. While it has been confirmed that grades have been changed, the full impact is still being determined.
- Failure to have safeguards in place to prevent staff and leadership from accessing systems to alter student files and records after being put on notice of possible misconduct
 - o After the first report of grade changes was asserted, there was nothing provided to OPSB to indicate that NBSF took any steps to address the ability of staff to go into systems and make changes to grades. This is supported by the second incident that occurred and was reported to OPSB by NBSF.
- Allegations that public records (i.e. board meeting minutes) were falsified or otherwise altered.
 - o OPSB shared this allegation with NBSF, but has received no information to dispute the validity of this allegation.
- Allegations that contracts were procured in violation of NBSF's board policies

- OPSB shared this allegation with NBSF, but has received no information to dispute the validity of this allegation.

This Level 2 Notice will remain open until NBSF is deemed compliant. Additionally, while the investigations (OPSB's internal investigation and NBSF's external investigations) remain open and ongoing, this Level 2 Notice will also remain open and is subject to revisions as allegations are confirmed or additional facts arise. At the close of all investigations, OPSB will communicate with NBSF if there are any updates to this Level 2 Notice.

Because of the seriousness of the allegations asserted against NBSF, I am also informing you that revocation is being considered. At the close of the investigations, if it is found that any of these allegations have merit, I will send a separate communication officially notifying NBSF of my decision to initiate revocation proceedings. As provided by law, your operating agreement may be revoked upon a determination of the following non-exhaustive list of actions:

- The board committed a material violation of the Operating Agreement;
 - Failure to follow law and policy as it relates to maintaining accurate student records
 - Failure to follow law and policy as it relates to maintaining accurate public records (i.e. board meeting minutes)
- Egregious and/or consistent violation of applicable federal, state or local law or OPSB policies;
 - Multiple incidents of grade changes/alterations
- Gross mismanagement of public funds;
 - Award of a contract without following charter board policy
- Commission of financial malfeasance;
 - Award of a contract without following appropriate policy
- Imminent threat to the health, safety and/or welfare of students.
 - The grade changes affecting the current graduating class have prevented the students from receiving diplomas or transcripts which prevents the students from progressing to the next phase in their academic futures (i.e. college or other continuing academics)

Law, OPSB Board Policy and the Operating Agreements allow for immediate termination of the charter operating agreement for any imminent threat to the health, safety and welfare of students. However, in light of the academic year having come to a close, OPSB is instead instituting the following immediate actions which allow for OPSB to closely monitor the activities which gave rise to the concern for the welfare of the students. At this time, given the documented non-compliance and seriousness of the allegations currently under review, OPSB is requiring that NBSF adhere to the following set of actions. OPSB is also instituting additional measures which will take effect July 1, 2019 and continue until the resolution of this Level 2 Non-Compliance:

1. **NBSF must submit quarterly reports (due by the 30th of September, December, March, and June) to OPSB with the following information:**
 - a. Copies of minutes from any meetings of the NBSF Board of Directors;
 - b. Copies of any contracts issued;
 - c. Monthly financial reports for the each month of the quarter; and
 - d. List of all payments issued that exceed \$10,000 with proper invoice or backup for such payments.

2. OPSB will appoint a designee to be housed at NBSF school sites to begin immediately.

This designee shall be granted access to all NBSF systems and will conduct periodic audits of all NBSF files and records.

a. This designee shall also take on any additional oversight authority as deemed appropriate upon conclusion of the pending investigations.

3. OPSB is requiring that NBSF submit a written plan of action that addresses actions to resolve any issues for students related to the alleged grade changes.

a. If students' ability to graduate was compromised, any steps to allow for students to remedy this during the summer should be contemplated and explained.

b. This plan should be submitted to OPSB at the conclusion of NBSF's investigation.

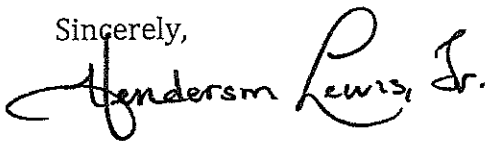
4. OPSB is requiring that NBSF submit revised policies and procedures that address the allegations and prevent such allegations from occurring in the future.

a. Revised policies and procedures shall be submitted to OPSB at the conclusion of NBSF's investigation.

Given the seriousness of these concerns, OPSB will also exert its monitoring authority and will continue to have staff on-site monitor and observe how NBSF, its staff, and contractors validate student records in accordance with expectations and requirements set forth by the LDOE. OPSB staff, per the operating agreement, shall be granted access to all NBSF systems and files and will conduct audits as deemed necessary. Additionally, additional oversight actions may be taken at all NBSF school sites.

As OPSB continues to stay engaged in this very serious matter, I will continue to monitor this situation and update New Beginnings Schools Foundation should any additional action be necessary. As always, thank you for your continued cooperation throughout this matter. If there are any questions or concerns, please do not hesitate to contact me or Dr. Kelli Peterson, Senior Equity & Accountability Officer.

Sincerely,



Dr. Henderson Lewis, Jr.

cc: All Members, Orleans Parish School Board
Amanda Aiken
Dr. Kelli Peterson

ORLEANS PARISH SCHOOL BOARD

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June 25, 2019

Mr. Raphael Gang, Board President
Mr. Kevin George, CEO
New Beginnings School Foundation
5800 St. Roch Avenue
New Orleans, Louisiana 70122

Re: Notice of Non-Compliance, Level 2: Contractual Obligations- Additional Remedy Actions

Dear Mr. Gang and Mr. George:

Pursuant to the Notice of Non-Compliance, Level 2, issued on June 7, 2019 this communication is to communicate additional remedy actions required by New Beginnings School Foundation. The Level 2 Notice is to remain open until NBSF is deemed compliant. Additionally, while the investigations (OPSB's internal investigation and NBSF's external investigations) remain open and ongoing, the Level 2 Notice is to also remain open and is subject to revisions as allegations are confirmed or additional facts arise.

On Thursday, June 20, 2019, the OPSB requested the following additional documentation to be provided:

1. NBSF Business Rules utilized by the LDOE for verification purposes
2. Louisiana Department of Education Verification Approval Email
3. Finalized student specific prescriptions for each senior
4. Written correspondence inclusive of any changes, remedies, and plan for the 19-20 school year, specifically:
 - a. Financial Adjustments/Savings/Expenses
 - b. Credit Recovery Program and Plan
 - c. Organizational Chart (network and school specific)
5. Louisiana Department of Education Report Re: John F. Kennedy

On Friday, June 21, 2019, the OPSB was in receipt of the following submissions:

1. NBSF Business Rules utilized by the LDOE for verification purposes
2. Louisiana Department of Education Verification Approval Email
3. Finalized student specific prescriptions for each senior

Please note items # 4 and #5 are still outstanding, along with outstanding requests from previous communications. Item #4 shall be submitted no later July 12, 2019. At this time, we are instituting the following immediate actions to ensure impacted students receive necessary remedies to successfully meet Louisiana graduation requirements.

1. NBSF shall provide senior students attending summer school with a weekly progress report inclusive of their weekly attendance, progress towards graduation requirements.

CC: Dr. Henderson Lewis, Superintendent, Orleans Parish School Board



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2. NBSF shall submit a weekly summary report to OPSB inclusive of attendance reports, student level progress towards graduation, interventions offered to students not progressing, and communication to families on student level progress.
3. NBSF shall meet with OPSB staff weekly to review the progress of impacted senior students.
4. NBSF shall submit individualized plans for any senior student that does not successfully complete the graduation requirements during the summer session.
5. NBSF shall hold two separate parent meetings; one for John F. Kennedy parents and one for Pierre Capdau parents during the week of July 8th. The purpose is to provide organizational updates and school-level changes. Additionally, the meeting at John F. Kennedy shall inform parents of the plan to audit files of rising 10th-12th grade.
6. NBSF shall complete the audit of rising senior files by July 31, 2019 and subsequently provide OPSB with the results of the audit and prescriptions for each individual student.

At this time, given the documented non-compliance and seriousness of the allegations currently under review, OPSB is requiring that NBSF immediately adhere to this set of actions.

Additionally, OPSB will continue to have staff on-site monitor and observe how NBSF, its staff, and contractors validate student records in accordance with expectations and requirements set forth by the LDOE. OPSB staff, per the operating agreement, shall be granted access to all NBSF systems and files and will conduct audits as deemed necessary and additional oversight actions may be taken at all NBSF school sites.

As OPSB continues to stay engaged in this very serious matter, I will continue to monitor this situation and update New Beginnings Schools Foundation should any additional action be necessary. As always, thank you for your continued cooperation throughout this matter. If there are any questions or concerns, please do not hesitate to contact me.

Yours in Education,

Kelli Peterson, Ed.D.

Senior Equity and Accountability Officer

CC: Dr. Henderson Lewis, Superintendent, Orleans Parish School Board

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July 3, 2019

Mr. Raphael Gang, President
Mr. Kevin George, CEO
New Beginnings School Foundation
5800 St. Roch Avenue
New Orleans, Louisiana 70122

Re: Notice of Non-Compliance, Level 2: Contractual Obligations- Outstanding Submissions

Dear Mr. Gang and Mr. George,

On June 7, 2019, the Orleans Parish School Board issued a Notice of Non-Compliance, Level 2, given that New Beginnings School Foundation was deemed non-compliant with its contractual obligations due to the following areas of non-compliance:

1. Multiple allegations of grade changes, the most concerning are the allegations around changes that affect student qualifications for graduation.
2. Failure to have safeguards in place to prevent staff and leadership from accessing systems to alter student files and records after being put on notice of possible misconduct.
3. Allegations that public records (i.e. board meeting minutes) were falsified or otherwise altered.
4. Allegations that contracts were procured in violation of NBSF's board policies.

Over the past few months, OPSB has engaged with NBSF to gather specific information to inform and assist in our role as authorizer of the charter school. Specifically:

1. On April 2, 2019, OPSB formally requested information regarding the recent allegations against NBSF & Independent Investigation.
2. On April 24, 2019, OPSB followed up to the April 2, 2019 communication requesting further information regarding the investigation being conducted by Adams and Reese.
3. On May 3, 2019, OPSB responded to the May 1, 2019 NBSF response outlining matters that should take the utmost priority to resolve and requesting a written report at the conclusion of the investigation.
4. On June 7, 2019, OPSB issued a Notice of Non-Compliance, Level 2 with specific action steps.
5. On June 20, 2019, OPSB staff met with both the NBSF Board Chair and CEO and requested a series of documents related to the graduating seniors.
6. On June 25, 2019, OPSB issued additional remedy actions related to the Notice of Non-Compliance, Level 2.

Based upon the above-mentioned engagements, the following items have yet to be submitted:

1. Details of any investigation into the aforementioned allegations, including nature of investigation, documents reviewed, transcripts of interviews conducted, and any conclusions reached;
2. Any steps being taken to ensure that the integrity of the grading process is intact and to prevent any unlawful grade manipulation in the future;
3. Any steps taken to ensure against unlawful tampering with official documents;
4. Any other reports or documents relevant to all the aforementioned allegations;

CC: Dr. Henderson Lewis, Jr., Superintendent, Orleans Parish School Board



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5. Any reports or documents relevant to any additional allegations or concerns that may arise as a result of investigations into the aforementioned allegations.
6. Confirmation that the investigative report will be provided to OPSB.
7. Clarity on whether the 3rd party investigation will include a review of any possible violations of whistleblower laws as it relates to Dr. King's dismissal by NBSF.
8. A written report at the conclusion of the investigation that should summarize the details of the investigation, including documents reviewed and persons interviewed. This report should also discuss any conclusions reached and summarize any corrective action taken or planned by NBSF as a result of the investigation.
9. OPSB is requiring that NBSF submit a written plan of action that addresses actions to resolve any issues for students related to the alleged grade changes.
 - a. If students' ability to graduate was compromised, any steps to allow for students to remedy this during the summer should be contemplated and explained.
 - b. This plan should be submitted to OPSB at the conclusion of NBSF's investigation.
10. OPSB is requiring that NBSF submit revised policies and procedures that address the allegations and prevent such allegations from occurring in the future.
 - a. Revised policies and procedures shall be submitted to OPSB at the conclusion of NBSF's investigation.
11. Written correspondence inclusive of any changes, remedies, and plan for the 19-20 school year, specifically:
 - a. Financial Adjustments/Savings/Expenses
 - b. Credit Recovery Program and Plan
 - c. Organizational Chart (network and school specific)
12. NBSF shall submit a weekly summary report to OPSB inclusive of attendance reports, student level progress towards graduation, interventions offered to students not progressing, and communication to families on student level progress.

At this time, there are several outstanding items that OPSB has requested and NBSF has failed to provide. It is critically important that your organization immediately comply with expectations set forth in the charter contract and communications transmitted from OPSB regarding this matter. As previous communications have indicated, OPSB continues to monitor this matter and failure to respond to the required actions may result in revocation proceedings. If there are any questions or concerns, please do not hesitate to contact me.

Yours in Education,

Kelli R. Peterson, Ed.D.
Chief Portfolio Innovation and Accountability Officer

CC: Dr. Henderson Lewis, Jr., Superintendent, Orleans Parish School Board

REPORT TO THE STATE BOARD OF
ELEMENTARY AND SECONDARY EDUCATION



Test Security Irregularities Report
2017-2018 School Year

FROM THE LOUISIANA DEPARTMENT OF EDUCATION

PLAINTIFF'S
EXHIBIT

414

tabbies

OVERVIEW OF THE RESOLUTION

Each year, the Louisiana Department of Education (LDOE) implements rigorous test security protocols as a means of protecting the integrity of statewide assessment results—prior to, during, and after testing. Per Bulletin 118, the LDOE reports on any testing irregularities to the Board of Elementary and Secondary Education (BESE). This report summarizes security procedures throughout testing and irregularities resulting from the 2017-2018 assessments.

FINDINGS

PRIOR TO TESTING

The LDOE, in coordination with local school systems, seeks to eradicate both administrative irregularities and cheating through a variety of strategies. To ensure the proper administration of statewide assessments, the LDOE follows the following procedures prior to testing:

- outlines the rules for test administration through Bulletin 118,
- audits school system test security policies to ensure compliance with all regulations and best practices,
- provides online and in-person regional test security trainings,
- provides training outlines for school systems to use when training school test coordinators and test administrators, and
- provides guidance and tools, such as the online testing schedule guidance, to district test coordinators on ways to prevent irregularities.

School systems take the following actions to ensure proper test administration:

- train all staff in test security and administration,
- review test security manuals to ensure clarity for students and test administrators,
- ensure schools and classrooms are prepared for testing,
- update Individualized Education Program (IEP), Individual Accommodation Plan (IAP), Personal Needs Profile (PNP), and English Learner (EL) Accommodation Checklist forms to ensure students are receiving the proper accommodations, and
- organize materials at the school and district levels to ensure the proper accountability for all secure materials.

DURING TESTING

During testing, the LDOE and school systems ensure compliance with test security policies through ongoing monitoring and support, including the following:

- **Assessment Hotline:** School systems can call LDOE assessment administration staff daily during test administration and receive real-time support.
- **Assessment Inbox:** School Systems can email less urgent questions to assessment@la.gov.

The LDOE tracks all incoming questions about test administration to determine if additional guidance is needed (e.g., recurring issue).

During the 2017-2018 assessment year, LDOE staff conducted 265 site visits in district, charter, and nonpublic scholarship schools. This represents an increase from 2016-2017 when LDOE staff conducted 258 site visits. Site visits included monitoring of the administration of ACT and LEAP 2025 assessments. The LDOE prioritized sites with a record of infractions during previous test administrations; the remaining visits were randomly scheduled and included some sites that were requested by districts for monitoring. Monitors outlined their findings and reported them to districts and school leaders after each visit.

Of the 265 sites monitored during the 2017-2018 school year, five had infractions. Examples of infractions include but are not limited to classrooms not prepared for testing and materials not distributed to teachers or students in a timely manner (e.g., teachers receiving the manual the day of testing). At sites with infractions, the LDOE notified the district test coordinator and local superintendent or school leader, so that issues could be addressed swiftly.

Categories of Voids

1. Administrative Errors

An administrative error occurs when the test administrator or proctor does not administer the test in a way that is consistent with the policies and procedures outlined by the LDOE (e.g., students are provided with the wrong accommodations, students are provided less time than is allowed on an assessment).

During the 2017-2018 school year, the LDOE recorded 158 administrative error voids at 24 different schools across the state, as outlined in Appendix I.

2. District-reported Voids

Each year, districts are required to train all test administrators on proper test administration procedures, including test security policies. If schools or districts find a violation of test security, the violations must be reported to the LDOE. When LDOE staff confirm a violation of Bulletin 118 policies, tests are considered invalid and are subsequently voided.

During the 2017-2018 school year, the LDOE recorded 697 district-reported voids observed at 251 different schools across the state. The full list of district-reported voids is located in Appendix I.

3. Voids by Testing Program

Louisiana had 1,221 voids during the 2017-2018 school year. During the 2017-2018 school year, voids were observed in the following testing programs:

- **LEAP 2025:** 852 voids at 189 different schools across the state
- **EOC:** 251 voids at 36 different schools across the state
- **LEAP Connect:** 4 voids at 2 different schools across the state
- **ELPT:** 6 voids observed at 6 different schools across the state
- **ACT/WorkKeys:** 107 voids observed at 66 different schools across the state.

The full list of voids by testing program is located in Appendix I.

AFTER TESTING

At the conclusion of testing, the LDOE conducts a series of analytics to ensure the reliability of test scores. Investigations follow, as needed.

1. Analyses

a. Answer Change Analysis

An answer change occurs when responses on assessments are changed. Answer change analyses are conducted to investigate excessive wrong-to-right answer changes on student answer documents for the multiple-choice and multi-select portions of the test. Answer documents with wrong-to-right answer changes that exceed the state average by more than four standard deviations are identified for further investigation and voided when appropriate.

During the 2017-2018 school year, 201 tests were flagged for excessive answer change marks. The full list of answer change analysis voids and flags is located in Appendix I.

b. Plagiarism

During the scoring process, the assessment vendor examines written responses for suspicious and/or common elements—potential signs of plagiarism. Typical violations result from a student using unauthorized materials during testing, a student copying another student's responses, or a teacher signaling answers. Documents flagged by the scorers are sent to LDOE Assessment and Accountability Administration staff, who review the responses to determine if the tests are to be voided. The review consists of three to five LDOE content experts completing a blind review to determine whether or not plagiarism occurred. If all content experts are unanimous in their determination of plagiarism, the tests are voided.

During the 2017-2018 school year, LDOE recorded 165 plagiarism voids observed at 62 different schools across the state. The full list of voids is located in Appendix I.

2. Investigations

a. Office of the State Inspector General (IG) Investigations

The LDOE takes all allegations of cheating seriously. When schools exhibit extremely unusual gains and/or significant evidence of malfeasance, schools are referred to the Office of the State Inspector General for review and possible further investigation. In 2017-2018, the LDOE submitted 23 schools to the IG for possible investigation.

3. Test Irregularity Review Committee

a. Appeals

On March 13, 2019, the Test Irregularity Review Committee met to conduct a records review of the appeal documentation submitted by school systems. The committee was tasked, per BESE policy, with determining if the documentation submitted “produced verifiable evidence that corroborates, with a high degree of certainty, that a testing irregularity did not occur.”

The committee heard three answer change appeals and one monitor finding appeal. The committee determined that, in each case, the standard was not met.

CONCLUSION

Louisiana's continued implementation of rigorous, stringent policies, as well as its expanding supports for schools and school systems, resulted in a largely successful test administration in 2017-2018. From site monitoring, the LDOE learned that access to tests was generally controlled and security procedures were followed. Furthermore, the LDOE found that test coordinators and test administrators were knowledgeable about security procedures and worked hard to ensure positive testing environments. However, when an irregularity occurred such that a test was voided, the school and the school system received a zero for that child in the assessment and progress indices pursuant to regulations when school and district performance scores were calculated. Furthermore, during the spring of 2019, the LDOE held the first meeting of the Test Irregularity Review Committee and will continue this practice annually, by August of each year, beginning in 2019.

The LDOE is committed to ensuring a fair system of assessment for all students and teachers where results reflect a true and accurate reflection of student achievement. As such, it will continue to enhance its test security protocols each year.

DEPARTMENT OF EDUCATION

Louisiana Believes

APPENDIX I. Test Irregularity Report 2017-2018: by Violation and by Testing Program

School System Name	School Name	Number of Schools	Total Tests Voided	Voids by Reason					Voids by Testing Program				
				Admin Error	Reported Voids	Plagiarism Voids	Answer Change Voids	LEAP 2025	EOC	ELPT	ACT	LEAP Connect	
Louisiana Statewide		251	1221	158	697	165	201	852	251	6	107	4	
Allen Parish		1	5	0	5	0	0	5	0	0	0	0	
Allen Parish	Elizabeth High School		5	0	5	0	0	5	0	0	0	0	
Ascension Parish		7	12	0	11	1	0	6	0	0	6	0	
Ascension Parish	Donaldsonville High School East		4	0	4	0	0	2	0	0	2	0	
Ascension Parish	Ascension High School		1	0	1	0	0	0	0	0	1	0	
Ascension Parish	St. Amant High School		2	0	2	0	0	1	0	0	1	0	
Ascension Parish	Dutchtown High School		2	0	2	0	0	0	0	0	2	0	
Ascension Parish	Dutchtown Primary School		1	0	1	0	0	1	0	0	0	0	
Ascension Parish	St. Amant Primary School		1	0	1	0	0	1	0	0	0	0	
Ascension Parish	Sorrento Primary School		1	0	1	0	0	1	0	0	0	0	
Ascension Parish	Assumption Parish		1	0	1	0	0	1	0	0	0	0	

School System Name	School Name	Number of Schools	Total Tests Voided	Voids by Reason					Voids by Testing Program				
				AdmIn Error	Reported Voids	Plagiarism Voids	Answer Change Voids	LEAP 2025	EOC	ELPT	ACT	LEAP Connect	
Assumption Parish	Assumption High School		1	0	1	0	0	1	0	0	0	0	
Avoyelles Parish	Bunkie Magnet High School	2	4	0	2	2	0	0	2	0	2	0	
Avoyelles Parish	Avoyelles High School		2	0	2	0	0	0	0	0	2	0	
Beauregard Parish	South Beauregard High School	1	1	0	1	0	0	1	0	0	0	0	
Beauregard Parish	Beauregard High School		1	0	1	0	0	1	0	0	0	0	
Bossier Parish	Airline High School	4	13	0	5	2	6	11	0	0	2	0	
Bossier Parish	Bossier High School		5	0	3	2	0	5	0	0	0	0	
Bossier Parish	Bossier High Parkway High School		1	0	1	0	0	0	0	0	1	0	
Bossier Parish	Plantation Park Elementary School		1	0	1	0	0	0	0	0	1	0	
Bossier Parish			6	0	0	6	6	6	0	0	0	0	
Caddo Parish	ATkins Technology Elementary School	22	97	0	53	28	16	69	11	0	17	0	
Caddo Parish			1	0	1	0	0	1	0	0	0	0	

School System Name	School Name	Number of Schools	Total Tests Voided	Voids by Reason				Voids by Testing Program				
				Admin Error	Reported Voids	Plagiarism Voids	Answer Change Voids	LEAP 2025	EOC	ELPT	ACT	LEAP Connect
Caddo Parish	Northside Elementary School		17	0	10	0	7	17	0	0	0	0
Caddo Parish	Northwood High School		5	0	3	2	0	3	0	0	2	0
Caddo Parish	Oak Park Microsociety Elementary School		1	0	1	0	0	1	0	0	0	0
Caddo Parish	Ridgewood Middle School		16	0	16	0	0	16	0	0	0	0
Caddo Parish	Southwood High School		3	0	3	0	0	1	0	0	2	0
Caddo Parish	Walnut Hill Elementary/Middle School		2	0	0	2	0	2	0	0	0	0
Caddo Parish	Booker T. Washington New Technology High School		6	0	4	2	0	0	3	0	3	0
Caddo Parish	Woodlawn Leadership Academy		2	0	2	0	0	1	1	0	0	0
Caddo Parish	Midway Professional Development Center		3	0	0	0	3	3	0	0	0	0
Caddo Parish	J. S. Clark Elementary School		6	0	0	0	6	6	0	0	0	0

School System Name	School Name	Number of Schools	Total Tests Voided	Voids by Reason			Voids by Testing Program					
				Admin Error	Reported Voids	Plagiarism Voids	Answer Change Voids	LEAP 2025	EOC	ELPT	ACT	LEAP Connect
Caddo Parish	Fair Park Middle School		1	0	0	1	0	1	0	0	0	0
Calcasieu Parish	DeQuincy High School	10	19	6	8	2	3	13	0	1	3	2
Calcasieu Parish	Iowa High School		1	0	1	0	0	1	0	0	0	0
Calcasieu Parish	LaGrange High School		2	2	0	0	0	2	0	0	0	0
Calcasieu Parish	W. W. Lewis Middle School		3	2	1	0	0	2	0	0	1	0
Calcasieu Parish	Oak Park Middle School		1	0	1	0	0	1	0	0	0	0
Calcasieu Parish	Prien Lake Elementary School		2	0	0	2	0	2	0	0	0	0
Calcasieu Parish	Sulphur High School		3	0	3	0	0	0	0	1	0	2
Calcasieu Parish	Vincent Settlement Elementary School		1	1	0	0	0	1	0	0	0	0
Calcasieu Parish	Washington/Marion Magnet High School		3	0	0	0	3	3	0	0	0	0
Calcasieu Parish	Westlake High School		2	0	2	0	0	0	0	0	2	0
Calcasieu Parish			1	1	0	0	0	1	0	0	0	0
Cameron Parish			2	0	0	2	0	2	0	0	0	0

School System Name	School Name	Number of Schools	Total Tests Voided	Voids by Reason					Voids by Testing Program				
				Admin Error	Reported Voids	Plagiarism Voids	Answer Change Voids	LEAP 2025	EOC	ELPT	ACT	LEAP Connect	
Cameron Parish	Grand Lake High School		2	0	0	2	0	2	0	0	0	0	
Catahoula Parish		1	1	0	1	0	0	1	0	0	0	0	
Catahoula Parish	Harrisonburg High School		1	0	0	0	0	1	0	0	0	0	
Clabornne Parish		1	41	0	40	1	0	1	40	0	0	0	
Clabornne Parish	Homer High School		41	0	40	1	0	1	40	0	0	0	
Concordia Parish		1	4	0	4	0	0	0	0	0	4	0	
Concordia Parish	Ferriday High School		4	0	4	0	0	0	0	0	4	0	
Desoto Parish		1	2	0	0	2	0	0	2	0	0	0	
Desoto Parish	Mansfield High School		2	0	0	2	0	0	2	0	0	0	
East Baton Rouge Parish		16	186	116	45	9	15	173	8	0	4	0	
East Baton Rouge Parish	Belaire High School		4	0	2	0	0	1	3	0	0	0	
East Baton Rouge Parish	Broadmoor Senior High School		8	3	2	3	0	8	0	0	0	0	
East Baton Rouge Parish	Crestworth Elementary School		15	0	0	15	15	15	0	0	0	0	
East Baton Rouge Parish	The Dufrocq School		3	0	3	0	0	3	0	0	0	0	

School/System Name	School Name	Number of Schools	Total Tests Voided	Voids by Reason				Voids by Testing Program					
				Admin Error	Reported Voids	Plagiarism Voids	Answer Change Voids	LEAP 2025	EOC	ELPT	ACT	LEAP Connect	
East Baton Rouge Parish	Glen Oaks Senior High School		2	0	0	2	0	2	0	0	0	0	0
East Baton Rouge Parish	Istrouma High School		1	0	1	0	0	1	0	0	0	0	0
East Baton Rouge Parish	Northdale Superintendents Academy		4	1	3	0	0	3	1	0	0	0	0
East Baton Rouge Parish	Northeast High School Parkview		5	1	4	0	0	5	0	0	0	0	0
East Baton Rouge Parish	Elementary School		3	0	3	0	0	3	0	0	0	0	0
East Baton Rouge Parish	Scotlandville Magnet High School		17	15	2	0	0	15	1	0	1	0	0
East Baton Rouge Parish	Tara High School		19	14	3	2	0	17	1	0	1	0	0
East Baton Rouge Parish	Westdale Middle School		82	81	1	0	0	82	0	0	0	0	0
East Baton Rouge Parish	Woodlawn High School		5	0	5	0	0	3	2	0	0	0	0
East Baton Rouge Parish	Children's Charter School		6	0	6	0	0	6	0	0	0	0	0
East Baton Rouge Parish	Greenville Superintendents Academy		8	0	8	0	0	8	0	0	0	0	0

School System Name	School Name	Number of Schools	Total Tests Voided	Voids by Reason				Voids by Testing Program				
				Admin Error	Reported Voids	Plagiarism Voids	Answer Change Voids	LEAP 2025	EOC	ELPT	ACT	LEAP Connect
East Baton Rouge Parish	Lee High School		3	1	2	0	0	1	0	0	2	0
East Carroll Parish	Southside Elementary School	1	24	0	0	0	24	24	0	0	0	0
East Carroll Parish	Elementary School		24	0	0	0	24	24	0	0	0	0
East Feliciana Parish		2	8	0	3	5	0	8	0	0	0	0
East Feliciana Parish	East Feliciana Middle School		5	0	0	5	0	5	0	0	0	0
East Feliciana Parish	East Feliciana High School		3	0	3	0	0	3	0	0	0	0
Evangeline Parish		6	11	1	10	0	0	11	0	0	0	0
Evangeline Parish	Basile High School		1	0	1	0	0	1	0	0	0	0
Evangeline Parish	Bayou Chicot Elementary School		1	0	1	0	0	1	0	0	0	0
Evangeline Parish	Chataigner Elementary School		1	0	1	0	0	1	0	0	0	0
Evangeline Parish	Mamou High School		3	1	2	0	0	3	0	0	0	0
Evangeline Parish	Ville Platte High School		4	0	4	0	0	4	0	0	0	0

School System Name	School Name	Number of Schools	Total Tests Voided	Voids by Reason					Voids by Testing Program				
				Admin Error	Reported Voids	Plagiarism Voids	Answer Change Voids	LEAP 2025	EOC	ELPT	ACT	LEAP Connect	
Evangeline Parish	Evangeline Central School		1	0	1	0	0	1	0	0	0	0	
Franklin Parish	Winnaboro Elementary School	1	4	0	0	0	4	4	0	0	0	0	
Franklin Parish	Elementary School		4	0	0	0	4	4	0	0	0	0	
Iberia Parish		3	10	5	2	0	3	8	0	0	2	0	
Iberia Parish	Jeanerette Elementary School		3	0	0	0	3	3	0	0	0	0	
Iberia Parish	Westgate High School		2	0	2	0	0	0	0	0	2	0	
Iberia Parish	New Iberia Senior High School		5	5	0	0	0	5	0	0	0	0	
Jefferson Parish	Bonnabel Magnet Academy High School	12	39	9	12	18	0	21	12	2	4	0	
Jefferson Parish	Helen Cox High School		8	0	0	8	0	4	4	0	0	0	
Jefferson Parish	Ella Dolhonde Elementary School		1	0	1	0	0	1	0	0	0	0	
Jefferson Parish	John Ehret High School		4	0	4	0	0	2	0	0	2	0	
Jefferson Parish	Grand Isle High School		1	0	1	0	0	1	0	0	0	0	

School System Name	School Name	Number of Schools	Total Tests Voided	Voids by Reason					Voids by Testing Program				
				Admin Error	Reported Voids	Plagiarism Voids	Answer Change Voids	LEAP 2025	EOC	ELPT	ACT	LEAP Connect	
Jefferson Parish	Gretna Middle School		1	0	1	0	0	0	0	1	0	0	0
Jefferson Parish	William Hart Elementary School		1	0	1	0	0	1	0	0	0	0	0
Jefferson Parish	Harold Keller Elementary School		1	0	1	0	0	0	0	0	1	0	0
Jefferson Parish	Grace King High School		2	1	0	1	0	2	0	0	0	0	0
Jefferson Parish	Livaudais Middle School		2	0	0	2	0	2	0	0	0	0	0
Jefferson Parish	Riverdale High School		1	0	1	0	0	0	0	0	0	1	0
Jefferson Parish	Patrick F. Taylor Science & Technology Academy		7	7	0	0	0	7	0	0	0	0	0
Jefferson Davis Parish	Elton Elementary School	1	5	0	0	0	5	5	0	0	0	0	0
Jefferson Davis Parish			5	0	0	0	5	5	0	0	0	0	0
Lafayette Parish		13	30	1	21	4	4	18	3	1	8	0	0
Lafayette Parish	Acadiana High School		2	0	2	0	0	0	0	0	2	0	0

School System Name	School Name	Number of Schools	Total Tests Voided	Voids by Reason				Voids by Testing Program				
				Admin Error	Reported Voids	Plagiarism Voids	Answer Change Voids	LEAP 2025	EOC	ELPT	ACT	LEAP Connect
Lafayette Parish	L.J. Allaman Middle School		1	0	1	0	0	1	0	0	0	0
Lafayette Parish	Paul Breaux Middle School		4	0	4	0	0	4	0	0	0	0
Lafayette Parish	Carenoro Middle School		1	0	1	0	0	1	0	0	0	0
Lafayette Parish	Carenoro Heights Elementary School		1	0	1	0	0	0	0	1	0	0
Lafayette Parish	Carenoro High School		2	0	1	1	0	1	1	0	0	0
Lafayette Parish	O. Comeaux High School		2	1	0	1	0	0	2	0	0	0
Lafayette Parish	Lafayette High School		6	0	4	2	0	2	0	0	4	0
Lafayette Parish	Montgomery Elementary School		5	0	1	0	4	5	0	0	0	0
Lafayette Parish	Northside High School		1	0	1	0	0	0	0	0	1	0
Lafayette Parish	Youngsville Middle School		2	0	2	0	0	2	0	0	0	0
Lafayette Parish	N. P. Moss Preparatory Academy		2	0	2	0	0	2	0	0	0	0

School System Name	School Name	Number of Schools	Total Tests Voided	Voids by Reason					Voids by Testing Program				
				Admin Error	Reported Voids	Plagiarism Voids	Answer Change Voids	LEAP 2025	EOC	ELPT	ACT	LEAP Connect	
Livingston Parish	Denham Springs Freshman High School		2	0	0	2	0	2	0	0	0	0	0
Livingston Parish	South Fork Elementary School												
Livingston Parish	Springfield High School		1	0	1	0	0	1	0	0	0	0	0
Livingston Parish	High School		1	0	1	0	0	1	0	0	0	0	0
Morehouse Parish	Henry V. Adams Elementary School	3	23	0	15	0	8	22	0	0	1	0	0
Morehouse Parish	Bastrop High School		8	0	0	0	8	8	0	0	0	0	0
Morehouse Parish	Morehouse Junior High School		1	0	1	0	0	0	0	0	1	0	0
Morehouse Parish			14	0	14	0	0	14	0	0	0	0	0
Natchitoches Parish	Natchitoches Central High School	2	5	0	3	2	0	0	2	0	0	3	0
Natchitoches Parish	Frankie Ray Jackson Sr. Technical Center		3	0	3	0	0	0	0	0	0	3	0
Natchitoches Parish			2	0	0	2	0	0	2	0	0	0	0
Orleans Parish and RSDNO		22	221	0	199	18	4	63	152	2	4	0	0

School System Name	School Name	Number of Schools	Total Tests Voided	Voids by Reason				Voids by Testing Program				
				Admin Error	Reported Voids	Plagiarism Voids	Answer Change Voids	LEAP 2025	EOC	EIPT	ACT	LEAP Connect
Orleans Parish and RSDNO	Warren Easton Senior High School		1	0	0	1	0	1	0	0	0	0
Orleans Parish and RSDNO	McDonogh #35 College Preparatory School		3	0	3	0	0	2	0	0	1	0
Orleans Parish and RSDNO	Lake Area New Tech Early College High School		144	0	144	0	0	0	144	0	0	0
Orleans Parish and RSDNO	The NET 2 Charter High School		1	0	1	0	0	0	0	0	1	0
Orleans Parish and RSDNO	Crescent Leadership Academy		2	0	2	0	0	1	0	0	1	0
Orleans Parish and RSDNO	Fannie C. Williams Charter School		3	0	0	3	0	3	0	0	0	0
Orleans Parish and RSDNO	RENEW Cultural Arts Academy at Live Oak Elementary		1	0	1	0	0	0	0	1	0	0
Orleans Parish and RSDNO	Accelerated High School		11	0	11	0	0	7	4	0	0	0
Orleans Parish and RSDNO	Arise Academy		1	0	1	0	0	1	0	0	0	0

School System Name	School Name	Number of Schools	Total Tests Voided	Voids by Reason				Voids by Testing Program				
				Admin Error	Reported Voids	Plagiarism Voids	Answer Change Voids	LEAP 2025	EOC	ELPT	ACT	LEAP Connect
Orleans Parish and RSDNO	G W Carver High School		5	0	5	0	0	4	1	0	0	0
Orleans Parish and RSDNO	Livingston Collegiate Academy		1	0	1	0	0	1	0	0	0	0
Orleans Parish and RSDNO	Walter L. Cohen College Prep		2	0	1	1	0	1	1	0	0	0
Orleans Parish and RSDNO	Lawrence D. Crocker College Prep		1	0	1	0	0	1	0	0	0	0
Orleans Parish and RSDNO	James M. Singleton Charter School		1	0	1	0	0	0	0	1	0	0
Orleans Parish and RSDNO	Lafayette Academy		4	0	0	4	4	4	0	0	0	0
Orleans Parish and RSDNO	Beaconsfield Landy-Oliver Perry Walker High		5	0	5	0	0	5	0	0	0	0
Orleans Parish and RSDNO	KIPP Morial		1	0	0	1	0	1	0	0	0	0
Orleans Parish and RSDNO	Samuel J. Green Charter School		2	0	2	0	0	2	0	0	0	0
Orleans Parish and RSDNO	Arthur Ashe Charter School		16	0	6	10	0	16	0	0	0	0

School System Name	School Name	Number of Schools	Total Tests Voided	Voids by Reason				Voids by Testing Program					
				Admin Error	Reported Voids	Plagiarism Voids	Answer Change Voids	LEAP 2025	EOC	ELPT	ACT	LEAP Connect	
Orleans Parish and RSDNO	Phillis Wheatley Community School		10	0	10	0	0	10	0	0	0	0	0
Orleans Parish and RSDNO	Dr. Martin Luther King Charter School for Sci/Tech		1	0	1	0	0	0	0	0	1	0	0
Orleans Parish and RSDNO	Edna Karr High School		5	0	3	2	0	3	2	0	0	0	0
Ouachita Parish	Ouachita Parish High School	5	28	14	12	2	0	24	0	0	4	0	0
Ouachita Parish	West Monroe High School		1	0	1	0	0	0	0	0	1	0	0
Ouachita Parish	West Ouachita High School		5	2	1	2	0	4	0	0	1	0	0
Ouachita Parish	Richwood Junior High School		2	0	2	0	0	0	0	0	2	0	0
Ouachita Parish	Sterlington Middle School		8	0	8	0	0	8	0	0	0	0	0
Ouachita Parish	Sterlington Middle School		12	12	0	0	0	12	0	0	0	0	0
Plaquemines Parish	Belle Chasse High School	1	2	0	0	2	0	0	2	0	0	0	0
Plaquemines Parish	Belle Chasse High School		2	0	0	2	0	0	2	0	0	0	0
Rapides Parish		11	43	2	12	3	26	36	1	0	6	0	0

School System Name	School Name	Number of Schools	Total Tests Voided	Voids by Reason				Voids by Testing Program					
				Admin Error	Reported Voids	Plagiarism Voids	Answer Change Voids	LEAP 2025	EOC	ELPT	ACT	LEAP Connect	
Rapides Parish	Alexandria Senior High School		2	0	2	0	0	0	1	0	0	1	0
Rapides Parish	Bolton High School		3	2	1	0	0	3	0	0	0	0	0
Rapides Parish	Buckeye High School		3	0	3	0	0	1	0	0	0	2	0
Rapides Parish	J.B. Nachman Elementary School		10	0	0	0	10	10	0	0	0	0	0
Rapides Parish	Peabody Magnet High School		1	0	1	0	0	0	0	0	0	1	0
Rapides Parish	Plainview High School		5	0	0	0	5	5	0	0	0	0	0
Rapides Parish	Rapides High School		4	0	1	3	0	3	0	0	0	1	0
Rapides Parish	Rosenthal Montessori Elementary School		4	0	0	0	4	4	0	0	0	0	0
Rapides Parish	Lessie Moore Elementary School		1	0	1	0	0	1	0	0	0	0	0
Rapides Parish	Tioga High School		3	0	3	0	0	2	0	0	0	1	0
Rapides Parish	Hayden R. Lawrence Upper Elementary School		7	0	0	0	7	7	0	0	0	0	0
Red River Parish		3	10	0	10	0	0	10	0	0	0	0	0

School System Name	School Name	Number of Schools	Total Tests Voided	Voids by Reason					Voids by Testing Program				
				Admin Error	Reported Voids	Plagiarism Voids	Answer Change Voids	LEAP 2025	EOC	ELPT	ACT	LEAP Connect	
Red River Parish	Red River High School		3	0	3	0	0	3	0	0	0	0	0
Red River Parish	Red River Elementary School		1	0	1	0	0	1	0	0	0	0	0
Red River Parish	Ware Youth Center		6	0	6	0	0	6	0	0	0	0	0
Richland Parish		1	1	0	1	0	0	0	1	0	0	0	0
Richland Parish	Rayville High School		1	0	1	0	0	0	1	0	0	0	0
Sabine Parish		3	5	2	0	3	0	4	1	0	0	0	0
Sabine Parish	Ebarb School		1	1	0	0	0	1	0	0	0	0	0
Sabine Parish	Florien High School		3	0	0	0	0	3	0	0	0	0	0
Sabine Parish	Zwolle High School		1	1	0	0	0	0	1	0	0	0	0
St. Bernard Parish		3	27	0	4	1	22	24	1	0	2	0	0
St. Bernard Parish	Chalmette High School		3	0	2	1	0	0	1	0	2	0	0
St. Bernard Parish	Joseph J. Davies Elementary School		22	0	0	0	22	22	0	0	0	0	0
St. Bernard Parish	C.F. Rowley Alternative School		2	0	2	0	0	2	0	0	0	0	0
St. Charles Parish		4	6	0	6	0	0	3	0	0	3	0	0
St. Charles Parish	Destrehan High School		1	0	1	0	0	0	0	0	1	0	0

School/System Name	School Name	Number of Schools	Total Tests Voided	Voids by Reason					Voids by Testing Program				
				Admin Error	Reported Voids	Plagiarism Voids	Answer Change Voids	LEAP 2025	EOC	ELPT	ACT	LEAP Connect	
St. Charles Parish	Hahnville High School Luling Elementary School	2	2	0	2	0	0	0	0	0	2	0	
St. Charles Parish	Harry M. Hurst Middle School	2	2	0	2	0	0	2	0	0	0	0	
St. Charles Parish	St. Helena College and Career Academy	2	5	0	4	1	0	4	1	0	0	0	
St. Helena Parish	St. Helena Academy	1	1	0	0	1	0	0	1	0	0	0	
St. Helena Parish	St. Helena Arts and Technology Academy	4	4	0	4	0	0	4	0	0	0	0	
St. James Parish	Lutcher High School	1	1	0	1	0	0	1	0	0	0	0	
St. James Parish		6	34	0	11	23	0	30	2	0	2	0	
St. John the Baptist Parish	East St. John High School	8	8	0	8	0	0	6	0	0	2	0	
St. John the Baptist Parish	East St. John Preparatory Academy	1	1	0	1	0	0	1	0	0	0	0	
St. John the Baptist Parish	West St. John High School	2	2	0	0	2	0	0	2	0	0	0	

School System Name	School Name	Number of Schools	Total Tests Voided	Voids by Reason				Voids by Testing Program				
				Admin Error	Reported Voids	Plagiarism Voids	Answer Change Voids	LEAP 2025	EOC	ELPT	ACT	LEAP Connect
St. John the Baptist Parish	John L. Ory Communications Magnet Elementary Garyville/Mt. Airy Math & Science Magnet Schl.		20	0	2	18	0	20	0	0	0	0
St. John the Baptist Parish	Emily C. Watkins Elementary		2	0	0	2	0	2	0	0	0	0
St. John the Baptist Parish			1	0	0	1	0	1	0	0	0	0
St. Landry Parish		1	2	0	0	2	0	2	0	0	0	0
St. Landry Parish	Eunice Junior High School		2	0	0	2	0	2	0	0	0	0
St. Martin Parish		2	6	0	1	0	5	6	0	0	0	0
St. Martin Parish	Cecilia Junior High School		1	0	1	0	0	1	0	0	0	0
St. Martin Parish	Parks Primary School		5	0	0	0	5	5	0	0	0	0
St. Mary Parish		1	10	0	0	0	10	10	0	0	0	0
St. Mary Parish	Raintree Elementary School		10	0	0	0	10	10	0	0	0	0
St. Tammany Parish		10	33	0	19	2	12	27	0	0	6	0
St. Tammany Parish	Covington High School		6	0	6	0	0	5	0	0	1	0

School System Name	School Name	Number of Schools	Total Tests Voided	Voids by Reason					Voids by Testing Program				
				Admin Error	Reported Voids	Plagiarism Voids	Answer Change Voids	LEAP 2025	EOC	ELPT	ACT	LEAP Connect	
St. Tammany Parish	Folsom Elementary School		4	0	0	0	4	4	0	0	0	0	0
St. Tammany Parish	Little Oak Middle School		5	0	0	0	5	5	0	0	0	0	0
St. Tammany Parish	Mandeville High School		1	0	1	0	0	0	0	0	1	0	0
St. Tammany Parish	Pearl River High School		7	0	7	0	0	7	0	0	0	0	0
St. Tammany Parish	Salmen High School		1	0	1	0	0	0	0	0	1	0	0
St. Tammany Parish	Slidell Junior High School		3	0	0	0	3	3	0	0	0	0	0
St. Tammany Parish	Northshore High School		3	0	1	2	0	2	0	0	1	0	0
St. Tammany Parish	Fontainebleau High School		1	0	1	0	0	0	0	0	1	0	0
St. Tammany Parish	Lakeshore High School		2	0	2	0	0	1	0	0	1	0	0
Tangipahoa Parish	Amite High Magnet	5	18	0	6	6	6	14	2	0	2	0	0
Tangipahoa Parish	Hammond High Magnet School		6	0	4	2	0	4	2	0	0	0	0
Tangipahoa Parish	Hammond High Magnet School		2	0	0	2	0	2	0	0	0	0	0

School System Name	School Name	Number of Schools	Total Tests Voided	Voids by Reason				Voids by Testing Program				
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Tangipahoa Parish	Independence High Magnet		2	0	0	2	0	2	0	0	0	0
Tangipahoa Parish	Ponchatoula High School		2	0	2	0	0	0	0	0	2	0
Tangipahoa Parish	Spring Creek Elementary School		6	0	0	0	6	6	0	0	0	0
Terrebonne Parish	H. L. Bourgeois High School	4	8	0	8	0	0	1	0	0	7	0
Terrebonne Parish	Dularge Elementary School		3	0	3	0	0	0	0	0	3	0
Terrebonne Parish	Ellender Memorial High School		1	0	1	0	0	1	0	0	0	0
Terrebonne Parish	Terrebonne High School		3	0	3	0	0	0	0	0	3	0
Terrebonne Parish	Terrebonne High School		1	0	1	0	0	0	0	0	1	0
Union Parish	Downtownville Community Charter School	2	3	0	0	2	0	3	0	0	0	0
Union Parish	Union Parish High School		2	0	0	2	0	2	0	0	0	0
Union Parish	Union Parish High School		1	0	1	0	0	1	0	0	0	0
Vermillion Parish	Abbeville High School	3	5	0	3	2	0	4	0	0	1	0
Vermillion Parish	Abbeville High School		2	0	0	2	0	2	0	0	0	0

School System Name	School Name	Number of Schools	Total Tests Voided	Voids by Reason					Voids by Testing Program				
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Vermilion Parish	Kaplan High School Leblanc Elementary School		2	0	2	0	0	1	0	0	1	0	
Vermillion Parish			1	0	1	0	0	1	0	0	0	0	
Vernon Parish		2	5	0	1	0	4	4	0	0	1	0	
Vernon Parish	Leesville High School		1	0	1	0	0	0	0	0	1	0	
Vernon Parish	Vernon Middle School		4	0	0	4	4	4	0	0	0	0	
Washington Parish		1	2	0	2	0	0	0	0	0	0	2	
Washington Parish	Pine School		2	0	2	0	0	0	0	0	0	2	
Webster Parish		1	2	0	1	1	0	1	1	0	0	0	
Webster Parish	Minden High School		2	0	1	1	0	1	1	0	0	0	
West Baton Rouge Parish		1	1	0	1	0	0	0	0	0	1	0	
West Baton Rouge Parish	Brusly High School		1	0	1	0	0	0	0	0	1	0	
West Feliciana Parish		1	3	1	2	0	0	1	0	0	2	0	
West Feliciana Parish	West Feliciana High School		3	1	2	0	0	1	0	0	2	0	
Winn Parish		2	2	0	0	2	0	0	2	0	0	0	

School System Name	School Name	Number of Schools	Total Tests Voided	Voids by Reason				Voids by Testing Program					
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Winn Parish	Atlanta High School		1	0	0	1	0	0	1	0	0	0	0
Winn Parish	Winnfield High School		1	0	0	1	0	0	1	0	0	0	0
City of Monroe School District		7	15	0	7	5	3	12	3	0	0	0	0
City of Monroe School District	Carroll High School		4	0	0	4	0	2	2	0	0	0	0
City of Monroe School District	Barkdull Faulk Elementary School		3	0	0	0	3	3	0	0	0	0	0
City of Monroe School District	Berg Jones Elementary School		2	0	2	0	0	2	0	0	0	0	0
City of Monroe School District	Wossman High School		2	0	1	1	0	1	1	0	0	0	0
City of Monroe School District	Robert E. Lee Junior High School		1	0	1	0	0	1	0	0	0	0	0
City of Monroe School District	Thomas Jefferson Elementary		2	0	2	0	0	2	0	0	0	0	0

School System Name	School Name	Number of Schools	Total Tests Voided	Voids by Reason					Voids by Testing Program				
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University View Academy, Inc. (FRM LA Connections)		1	1	0	1	0	0	1	0	0	0	0	
University View Academy, Inc. (FRM LA Connections)	University View Academy, Inc. (FRM LA Connections)		1	0	1	0	0	1	0	0	0	0	
Lyceee Francais de la Nouvelle-Orleans		1	1	0	1	0	0	1	0	0	0	0	
Lyceee Francais de la Nouvelle-Orleans	Lyceee Francais de la Nouvelle-Orleans		1	0	1	0	0	1	0	0	0	0	
New Orleans Military & Maritime Academy		1	1	0	1	0	0	1	0	0	0	0	
New Orleans Military & Maritime Academy	New Orleans Military & Maritime Academy		1	0	1	0	0	1	0	0	0	0	
RSD-Friendship Louisiana, Inc.		1	2	0	2	0	0	0	2	0	0	0	

School System Name	School Name	Number of Schools	Total Tests Voided	Voids by Reason				Voids by Testing Program				
				Adm'n Error	Reported Voids	Plagiarism Voids	Answer Change Voids	LEAP 2025	EOC	ELPT	ACT	LEAP Connect
RSD-Friendship Louisiana, Inc.	Capitol High School		2	0	2	0	0	0	2	0	0	0
Shreveport Diocese		1	2	0	2	0	0	2	0	0	0	0
Shreveport Diocese	Our Lady of Fatima School		2	0	2	0	0	2	0	0	0	0
New Orleans Archdiocese		2	15	0	15	0	0	15	0	0	0	0
New Orleans Archdiocese	St. Mary's Academy (Girls)		14	0	14	0	0	14	0	0	0	0
New Orleans Archdiocese	New Orleans Archdiocese		1	0	1	0	0	1	0	0	0	0
Family Community Christian School	Family	1	2	0	0	2	0	2	0	0	0	0
Family Community Christian School	Community Christian School		2	0	0	2	0	2	0	0	0	0
McMillian's First Steps CDC/Academy		1	61	0	61	0	0	61	0	0	0	0
McMillian's First Steps CDC/Academy	McMillian's FIRST Steps CDC/Academy		61	0	61	0	0	61	0	0	0	0

School System Name	School Name	Number of Schools	Total Tests Voided	Voids by Reason					Voids by Testing Program				
				Admin Error	Reported Voids	Plagiarism Voids	Answer Change Voids	LEAP 2025	EOC	ELPT	ACT	LEAP Connect	
Prevailing Faith Christian Academy		1	7	0	7	0	0	7	0	0	0	0	0
Prevailing Faith Christian Academy	Prevailing Faith Christian Academy		7	0	7	0	0	7	0	0	0	0	0
				1	0	0	0	1	0	0	0	0	0
JCFA-East	JCFA-East	1	1	1	0	0	0	1	0	0	0	0	0
JCFA-East	JCFA-East		1	1	0	0	0	1	0	0	0	0	0
Lake Charles College Prep		1	3	0	3	0	0	2	0	0	1	0	0
Lake Charles College Prep	Lake Charles College Prep		3	0	3	0	0	2	0	0	1	0	0
Impact Charter Elementary		1	9	0	0	0	9	9	0	0	0	0	0
Impact Charter Elementary	Impact Charter Elementary		9	0	0	0	9	9	0	0	0	0	0
Democracy Prep Baton Rouge		1	21	0	21	0	0	21	0	0	0	0	0
Democracy Prep Baton Rouge	Democracy Prep Baton Rouge		21	0	21	0	0	21	0	0	0	0	0
McDonogh 42 Charter School		1	2	0	2	0	0	2	0	0	0	0	0
McDonogh 42 Charter School	McDonogh 42 Charter School		2	0	2	0	0	2	0	0	0	0	0

School System Name	School Name	Number of Schools	Total Tests Voided	Voids by Reason				Voids by Testing Program				
				Admin Error	Reported Voids	Plagiarism Voids	Answer Change Voids	LEAP 2025	EOC	ELPT	ACT	LEAP Connect
Collegiate Baton Rouge		1	3	0	3	0	0	3	0	0	0	0
	Collegiate Baton Rouge			0	3	0	0	3	0	0	0	0
Collegiate Baton Rouge			3	0	3	0	0	3	0	0	0	0
	Collegiate Baton Rouge			0	3	0	0	3	0	0	0	0
Tallulah Charter		1	4	0	4	0	0	4	0	0	0	0
	Tallulah Charter School			0	4	0	0	4	0	0	0	0
Tallulah Charter			4	0	4	0	0	4	0	0	0	0
	Tallulah Charter School			0	4	0	0	4	0	0	0	0



Menu

SCHOOLS

Kennedy High School voided 144 state exams last year, after giving wrong test

by MARTA JEWSON
APRIL 10, 2019



John F. Kennedy High School at Lake Area on Paris Avenue in Gentilly.



Last spring, 144 U.S. History exams at John F. Kennedy High School were voided after students were given the wrong version of the test, a state education department spokeswoman confirmed.

According to a recently issued state report on testing irregularities, the 144 voided tests at the Gentilly high school account for about one-fifth of all such problems statewide.

Students took the proper exam after the New Beginnings Schools Foundation — the charter network that runs Kennedy — reported the problem, according to Louisiana Department of Education spokeswoman Sydni Dunn.

The tests are so-called “end-of-course exams,” which are administered by the state. Of the 144 exams at Kennedy, four were voided completely and did not count as part of the school’s 2018 state performance score, which was a C overall. The other students’ second test counted, she said. Dunn said those factors were accounted for in the school’s 2018 school performance score.

”The Board will add this to the ongoing investigation.”—New Beginnings attorney Michelle Craig

It doesn’t appear the issue is related to the **allegations of grade inflation** the school and district are **currently investigating** at the 690-student high school, formerly known as Lake Area New Tech Early College High School. The network **placed its CEO on paid leave** last week pending the results of an independent investigation. The New Beginnings governing board has called a special meeting on Thursday to discuss “allegations of misconduct,” according to a board agenda.

In an email, New Beginnings’ attorney Michelle Craig said the network couldn’t comment on the voided exams. However, she added, “The Board will add this to the ongoing investigation.”

Previous coverage: F to D grade changes at Kennedy High School are suspicious, former administrator says

New Beginnings administrators did not respond to a request for comment for this story.



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Louisiana has been in the process of transitioning to new exams that match higher state standards over the last several years. Last year, **the high school U.S. History test** was one of those updated tests.

“As part of that transition, the state made both the new and old versions of that exam available for districts and students,” Dunn wrote. “This was to ensure students had access to the exam that aligned with what they were taught in class.”

Dunn said students who were taught with the old curriculum were supposed to take the previous version of the test. Students who learned under the new curriculum were supposed to take the new version.

“The Department communicated extensively with districts in the months leading to the test administration to ensure instructions were clear on how to properly administer the U.S. History tests,” Dunn wrote. “Lake Area did not properly administer the correct form of the U.S. History exams to all students, and the district reported the error to the state.”

“Students had to retake the correct version of the exam,” Dunn wrote.

The **voided exams are spelled out in the department’s annual test irregularities report**, which will be delivered to the state Board of Elementary and Secondary Education **meetings next week**.

Kennedy wasn’t the only school to report voided exams, but the Gentilly school had by far the most.

“If schools or districts find a violation of test security, the violations must be reported to the LDOE,” the report states. “When LDOE staff confirm a

violation ... tests are considered invalid and are subsequently voided.”

Kennedy’s 144 voids represent about 20 percent of 697 school-district-initiated voids at 251 schools reported across the state. (**Total voided tests** statewide, including those voided by the Department of Education, came to 1,221.) The next highest was Homer High School in Claiborne Parish **with 40 reported voids** on EOC exams.

Testing problems

Dunn said administering the wrong test, like what happened at Kennedy, is not common. But several schools have had testing issues over the years.

Last year, **administrators at Joseph M. Singleton Charter School were fired** after the state discovered **the school gave special testing accommodations** to students who weren’t eligible for the extra help.

Accommodations can range from extra testing time to having a teacher read the exam aloud for a student. But students must have written justification to receive such accommodations. In this case, Singleton students didn’t have the required paperwork, state officials said.

About 165 students had exams voided and eventually **the state dropped the school’s 2017 letter grade from a C to a D.**

After a cheating scandal at Landry-Walker High School in Algiers, **at least four employees were eventually fired or not re-hired.** 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/The Times-Picayune reported** in 2016.

That led the state-run Recovery School District to implement new test-monitoring policies.

The RSD **required all of its charter schools** to hire an independent test monitor to observe one day of testing in its schools. The RSD **paid for test**

monitoring at schools that were up for charter contract renewal — the high-stakes year when tests largely determine whether charters will receive another contract and stay open. The **Orleans Parish School Board followed suit.**

A spokeswoman for the Orleans Parish school district declined to comment for this story, referring The Lens to the state Department of Education.

Related

State cuts Singleton Charter school's score to a D after 2017 testing problems

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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**

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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 **ASHLEI DELARGE**,
3701 Silver Maple Court, New Orleans,
Louisiana 70131, taken via Zoom
videconference on Wednesday, the 2nd day of
September, 2020 at 1:00 p.m.

APPEARANCES:

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1 school, you feed that to STS. That's the
2 state system to make sure that children are
3 on track, that they are matriculating
4 correctly. And if you miss anything, then
5 you need to go and check your school system
6 and see what happened there so that it aligns
7 with STS.

8 Q. Tell us what you discovered when
9 you did the STS audit in the summer of
10 2016-2017.

11 A. I discovered that some courses were
12 missing from children's transcripts. We had
13 some transfer students who their information
14 wasn't in our system. So I got with our data
15 manager to make sure they were correct. And
16 I noticed that it wasn't pulling from a
17 particular year. Not for the 9th and 10th
18 grade, but let's say maybe the 11th and 12th
19 graders, it wasn't pulling from previous
20 years. So then I was told that they had JPAM
21 or JCampus and then they had switched to
22 PowerSchool, which made sense because they
23 lost some information. So that just means
24 you need to go back to the record room and
25 pull every teacher's verification and align

1 it with what you see and find out what the
2 discrepancy is and get the data manager to
3 correct that.

4 Q. So during the 2015-2016 academic
5 school year, Lake Area was utilizing JCAM,
6 correct?

7 A. Tell me the year again.

8 Q. 2015-2016, when you first got
9 there.

10 A. No. They were using PowerSchool.

11 Q. So when you first got there in
12 2015-2016 they were using PowerSchool?

13 A. Right. So before I went there,
14 they were using JPAM or JCAM, whatever, it's
15 the same system, but they changed the name.
16 So they were using a different data system.
17 And they ported all their information over to
18 PowerSchool. I'm not sure. From what I can
19 tell, everything didn't port over correctly,
20 but that didn't affect this class of 2019 for
21 their 9th grade year from what I can see.
22 Unless they were a transfer student, let's
23 say they transferred in the middle of the
24 year, they didn't transfer.

25 What I did see was we had some T9

1 kids, which is transitional 9th grade. So
2 they came to Lake Area, though they hadn't
3 passed the LEAP in the 8th grade, so the
4 state decided that what they would do was
5 instead of having those kids stay in 8th
6 grade and be overaged, you would go to 9th
7 grade, but you would take remedial classes.

8 So you might have taken -- I'm
9 trying to think what it would be for that
10 year. You might have taken some type of --
11 it wouldn't say Intro to Algebra, but it
12 might say -- it would be a remedial class for
13 math and then you would take Algebra I. So
14 let's say you were deficient in English and
15 math your 8th grade year, you would have
16 taken a remedial English and math before you
17 took your core classes. But when you do
18 that, it's the understanding that the school
19 has to catch the child back up. So if you
20 take these remedial classes, that's great.
21 You have to take them and pass them, but you
22 also have to get caught back up with your
23 cohort so that you graduate in four years.

24 Q. Okay. So who did you alert about
25 the problems that you found in the STS audit?

1 A. My principal at the time, Darren
2 Lewis, I let him know that I found with the
3 9th graders from that year, and it was a lot
4 of transitional, those T9 kids, they may have
5 taken the required remedial in math and
6 remedial in English, but they didn't take a
7 core science, like physical science. So we
8 had a cohort within a cohort that was missing
9 physical science.

10 And so I asked him, what did you
11 want to do? Because our problem is always
12 you only want to have 20, 25 kids in a class,
13 but you can only have X amount of teachers
14 because then you go into a budgeting issue.
15 And so for that year it was, like, let's
16 schedule as many of them into that class for
17 their 10th year as we can. The ones that we
18 can't -- now, he was the principal that year,
19 not knowing that he wouldn't be the principal
20 in three years to come. The other
21 alternative was that cohort within that
22 cohort, they would have their own separate
23 class for physical science.

24 Q. And Darren Lewis was not the
25 principal when you came back for the

1 2017-2018 school year?

2 A. No, he was not. Wait. Hold up.
3 Hold up. Let me write this down. Yes, he
4 was. '17-'18, he was. So that would have
5 been their 11th grade year. No. If that was
6 their 11th grade year, then he was not the
7 principal. Dr. Cager was the principal.

8 Q. Okay. So when the new principal
9 came in, did you alert the new principal to
10 the problem that you discovered in the summer
11 of 2016-2017 year?

12 A. I alerted the new principal. And
13 whatever year Michelle Blouin-Williams came
14 in, I alerted her of this problem as well.

15 And so that's why I say those papers
16 with those STS transcripts, it's still in the
17 building because it's not my property, it's
18 the property of the school. So it's still in
19 the building. And it has like a little
20 purple sticky on it with each class. So it
21 would have the purple sticky, class of, and I
22 would have listed their senior class year.
23 So if it was class of '15-'16, that year,
24 this needs to be fixed. '16-'17 is just
25 going and finding it. We know that they took

1 it because they were in our system and I can
2 see some grades. It's finding that grade
3 verification.

4 I think -- I want to make sure I
5 have this right with the years. So I'm just
6 trying to get it right in my head right now.

7 So what we came up with was these
8 children, this class of 2019, would have been
9 in the 11th grade. So children that were
10 with us and didn't get a chance to take it,
11 they -- we were on a seven or eight-period
12 day that year.

13 So that's the other thing. When you
14 go from a 4 X 4, which is you take four
15 classes from August to December and then you
16 take another four classes from January to --
17 from January to May, that equals eight
18 credits, but it's a time difference. So you
19 have four classes one semester, four classes
20 another.

21 When Dr. Cager was there, I think we
22 did just an eight-period day, a seven or
23 eight-period day. And so when I told her
24 what the problem was, I said, you know, these
25 children are going to run into a problem

1 Q. It's so important. If you could
2 produce this information, I would truly
3 appreciate it. We have to get down to the
4 bottom of this problem.

5 A. And so let me say this. When
6 Michelle Blouin-Williams learned of the
7 problem, she was like, yes, we have to fix
8 this. And she was on board with that.
9 Everybody understood that this has to be
10 fixed.

11 Q. And how did you communicate the
12 problem to Michelle Blouin-Williams?

13 A. I brought the whole stack of STS
14 transcripts in there with each grade level
15 along with their PowerSchool transcript, and
16 I said, this is a problem.

17 Q. Okay.

18 A. We need to fix this. And she was
19 like, definitely. I remember going to her
20 office.

21 Q. Did you all document in the
22 PowerSchool system the deficiencies or
23 somewhere did you document the deficiencies?

24 A. There is a spreadsheet. There is a
25 spreadsheet -- I don't want to minimize this.

1 There is a spreadsheet. I can look and see
2 if we still have that spreadsheet, but there
3 was a spreadsheet for that whole, for the
4 whole entire school with each grade level,
5 and these children being juniors at the time,
6 documenting everything that they still
7 needed, everything that they had taken. Yes.
8 We do have that.

9 This is something that I want to
10 say. Either MBW or -- this is something each
11 counselor for that '17-'18 school year we
12 collaboratively worked on, but somebody else
13 asked us for this information. And so there
14 is a spreadsheet.

15 Q. Okay. So there is -- so that I
16 clearly understand, there is a spreadsheet
17 from the 11th grade year for the class of
18 2019 that documents every deficiency that per
19 child of what needed to be done to help them
20 to graduate on time?

21 A. Yeah. For the whole entire school
22 as well as EOCs, yes. This is something that
23 we did and this is something that we were
24 asked to do. And we worked tirelessly on
25 this.

1 Q. And this is a spreadsheet that
2 would be on the computer system at Kennedy?

3 A. Yep. I might have it. I would
4 have to look. Going into this deposition, I
5 didn't look at anything. I didn't look at
6 anything. I didn't know what I was going to
7 be asked, and so I didn't want to readily
8 prepare myself. I wanted to answer from my
9 heart.

10 Q. And I appreciate that, Miss
11 DeLarge. And what I'm trying to understand
12 is this is not a problem then that was
13 discovered all of a sudden in the fourth
14 quarter of 2019 for the class of 2019?

15 A. No. But this was a problem that
16 adults were trying to rectify collectively.
17 This is something that was ongoing. No.
18 This was not just, oh, we in a pandemic, oh,
19 it's going to go away. No. This is
20 something that we foresaw a while ago. And
21 we worked to try to fix this.

22 Some students took advantage of it.
23 Some students did not. All students who were
24 with us were given the opportunity to rectify
25 a situation that may or may not have been in

1 want to minimize this and try to find it, but
2 I'm not going to do that.

3 Q. So the spreadsheet, off the top of
4 your head, okay, was developed in the
5 2017-2018 school year, correct?

6 A. Uh-huh.

7 Q. Okay. And then you were still
8 updating this spreadsheet and working with
9 this spreadsheet during the 2018-2019 school
10 year?

11 A. No. So that spreadsheet was also
12 shared with -- when I got there, Roxanne
13 Watts was another person who was on the
14 spreadsheet, too. If I go back and retract
15 and add some stuff, it's only because now I'm
16 remembering.

17 Q. Oh, I appreciate it.

18 A. It was shared with Brian Gibson.
19 Nicole Cooper also knew about the spreadsheet
20 '17-'18 school year because I think she might
21 have helped us work on some of it getting
22 testing information.

23 Lauren Coleman, Lisa Knight, it was
24 shared with them that '18-'19 school year
25 because they were new. Well, Lauren Coleman

1 and Brian Gibson were new. Miss Knight, I
2 think her position had just changed. She
3 might have been math something. And so her
4 position changed. And so she was now a
5 master teacher. It was shared with her as
6 well.

7 Q. Okay. So in the 2017-2018 school
8 year, what, if anything, did you all do to
9 bridge the gap with these students and to
10 meet these requirements?

11 A. So they were given a study skills
12 class, the ones who could handle it. The
13 other ones who couldn't, they were put into
14 the class with a physical teacher to take
15 physical science and it might have been -- it
16 was either World History or World Geography
17 that they had missed out on.

18 Now, some kids, like I said, they
19 just straight out failed. They were given
20 the opportunity to take it and they failed.

21 The summer before Dr. Cager got
22 there or the summer Dr. Cager got there, so
23 that would have been '17-'18, we had summer
24 school. And we allowed children to come and
25 take classes during summer school as well.

1 That was something that Michelle
2 Blouin-Williams allowed them to do without
3 paying a penny. So we had children
4 remediating for EOCs and then taking the
5 test.

6 Now, we had a group of kids who were
7 recouping the classes that they failed. Some
8 children took advantage of it. Some children
9 didn't.

10 Q. Were these students recouping
11 classes that they failed on the GradPoint
12 software?

13 A. No. They failed with a physical
14 teacher.

15 Q. Okay.

16 A. And so this was so that when they
17 got to their senior year they wouldn't have
18 this trouble that we are seeing. The school
19 went out of its way to do that that summer.
20 So that was the summer of that '17-'18 school
21 year when Dr. Cager was there. The school
22 went out of the way to offer classes to kids.
23 And we offered not only EOC remediation in
24 classes, which the state says that we should
25 do, we also offered physical classes with a

1 teacher for kids.

2 Q. So moving into the 2018-2019 school
3 year, where were you in terms of addressing
4 deficiencies in the matriculation for the
5 class of 2019?

6 A. The same thing that I told every
7 principal before. I told Mr. Gibson, I said,
8 you may want to look into this. I understand
9 I am now charged with 9th and 10th graders,
10 but you may still have some seniors. He
11 said, Miss Coleman will handle that. I said,
12 Miss Coleman is not a counselor. He said,
13 Miss Coleman is something with curriculum or
14 whatever. I said, okay.

15 Q. So Lauren Coleman's job position in
16 2018-2019 was curriculum coordinator is my
17 understanding. Is that your understanding?

18 A. Okay. I don't remember. I don't
19 remember.

20 Q. Regardless of what her title is,
21 it's your recollection that when you told
22 Brian Gibson, remember these problems we're
23 having with the class of 2019 and the
24 deficiencies that we need to correct in order
25 for them to graduate, his response to you

1 was, Lauren Coleman's got it, she's on it?

2 A. Right. Right. When I got back, I
3 remember having a conversation with MBW. And
4 she was like, let Mr. Gibson know, I know
5 what you are talking about. I said, we still
6 have some kids who still didn't do what they
7 were supposed to do. She said, let Mr.
8 Gibson know. And she said, they didn't pass
9 that summer we had the classes? I said, some
10 of them came, some of them didn't.

11 But I feel she went out of her way
12 because she didn't charge parents a dime.
13 And she provided transportation and food and
14 she didn't have to do that. The school did
15 not have to do that. For EOC retesters we
16 did, but not for courses.

17 And so when I went to him, he told
18 me to go to Lauren Coleman. Everything
19 curriculum, he told me to go to Lauren
20 Coleman.

21 Q. Okay. So getting these students
22 back on track to graduate in May of 2019
23 became the primary responsibility of Lauren
24 Coleman, correct?

25 A. Yes. Yes. Yes.

1 in the summertime because you audit the
2 transcript. You see what the child needs.
3 You see what they need to take. And that
4 drives your master schedule. You see how
5 many teachers you need. Because I was on
6 leave, I wasn't involved in that. And I
7 don't know if Miss Owens was involved in it.

8 I, when I saw the master schedule, I
9 said, who did this? And she said, she wasn't
10 asked the needs of a child. I said, you
11 didn't tell them? She said, I tried to. I
12 said, okay. We have to --

13 Q. Who are you referring to?

14 A. Mr. Gibson. Because ultimately as
15 a principal you decide what you are going to
16 offer at your school. So, ultimately, Mr.
17 Gibson.

18 Q. So what was the problem with
19 the master schedule for the 2018-2019 school
20 year?

21 A. So from what I can remember -- let
22 me see. From what I can remember, they had
23 freshmen taking classes that didn't make
24 sense to me. You had them double booked in
25 an English and a math. And you had all of

1 them double booked, which is fine, because
2 even if you pass LEAP, it is okay to get more
3 enrichment, as long as you get that Algebra
4 I, English 1, whatever science you want to
5 offer for 9th grade year and whatever history
6 you want to offer for 9th grade year and a
7 health and PE, I'm fine. You can offer
8 whatever you want, as long as you have
9 English, math, science, Social Studies, and
10 you want to put a health and PE in there.

11 Well, they -- I have my other
12 computer. I might be able to see the master
13 schedule. They opened -- they had stuff, I
14 think they had it was either 9th or 10th
15 graders taking English I -- I mean, Spanish 1
16 and Spanish II. I understood your rationale,
17 get it out the way, however, you still had
18 11th and 12th graders who needed it. Twelfth
19 graders are your priority. And now your
20 classes are overcrowded. So take your 9th
21 and 10th graders out of it. Seniors always
22 have priority. You want to make sure that
23 they have what they need.

24 It was riddled with things that I
25 didn't agree with. And I spoke on it and I

1 was shut down. I spoke on it again. I spoke
2 on it several times to administration, Brian
3 Gibson, Lauren Coleman, Taisha Payne when she
4 came, because those were the main
5 administrators. Miss Cooper, she would fight
6 our battles for us or try to fight them, but
7 I guess she was outnumbered. I don't know
8 because I wasn't in the meetings, but it was
9 basically you go to Lauren Coleman for
10 everything. You have a problem, you go to
11 Lauren Coleman.

12 Q. Okay. And so to get to this
13 2018-2019 school year, you notice the problem
14 with the weights and the credits. And you
15 are addressing that. Did you also notice
16 that students were getting credit for
17 homeroom attendance, for the homeroom?

18 A. For the '18-'19 or for '17-'18?

19 Q. For '18-'19.

20 A. I don't remember that.

21 Q. Okay.

22 A. I don't remember that.

23 Q. So tell me in your own words how
24 you think we get to this problem in the
25 fourth quarter of 2019 with students not

1 being eligible to graduate?

2 A. I think we got to this problem by
3 adults not listening to other adults. I
4 think we got to this problem by adults coming
5 in, taking over a school, wanting to demand
6 their authority and wanted others to respect
7 them. I can't say that children weren't
8 taken into consideration, though it seems
9 that way. I want to believe that
10 administration put children first, but it
11 just does not seem that way.

12 Parents and children not doing their
13 part because they definitely play a role in
14 this. Children were told what they needed.
15 They decided not to do what they needed
16 because they were given opportunity. And, of
17 course, no parent wants to believe that their
18 child did something wrong, that they didn't
19 do everything possible to make sure that they
20 graduated, but in some cases they didn't.
21 Children just thought it was going to be
22 okay. I'm going to be okay. I'm going to
23 pass. But you didn't do what you were
24 supposed to do, so no. And I don't believe
25 in giving something for nothing. You have to