



BOBBY JINDAL
GOVERNOR

State of Louisiana
Governor's Office of Homeland Security
and
Emergency Preparedness

KEVIN DAVIS
DIRECTOR

July 8, 2013

Mr. Joseph Neary
FirstLine Schools
2319 Valence Street
New Orleans, LA 70115


SUBJECT: FEMA Approval Letter To Amend the Recovery School District
Master Plan Alternate Project
Middle School Advocates, Inc. (now FirstLine Schools); FIPS #: 071U4NTA-00; and
Recovery School District; FIPS #: 033-UA9M2-00
FEMA LA-DR 1603; RSD PW: 19166;
Middle School Advocates (FirstLine Schools) PWs-17572, 17573, 17574, 19138
Jean Batiste de Bienville Elementary School (AIDB#: 1288)

Dear Mr. Neary:

This office has received the enclosed Approval Letter from FEMA to amend the Recovery School district (RSD) Master Plan Alternate Project-Project Worksheet 19166 to include the Jean Batiste de Bienville Elementary School. The FEMA letter includes specific obligations and responsibilities of FirstLine Schools included in the signed Cooperative Endeavor Agreement (CEA) between RSD and FirstLine Schools, Inc. (formerly Middle School Advocates) that are pertinent to the eligibility of this funding option. Also, the Record of Environmental Consideration (REC) and the FEMA Approval Letter impose requirements and restrictions that should be examined very closely prior to the commencement of construction. It is your responsibility to ensure any and all work applicable to this approval, as well as the associated CEA and REC must be in accordance with all restrictions or conditions stipulated in the enclosed documents. Please note that FEMA has given a time extension to complete the demolition of the Middle School Advocate original facilities, associated with PWs 17572, 17573, 17574, 19138 until December 31, 2013.

If you have any questions or need additional information, please contact Robert Bressett via telephone at 225-303-5157 or via email at Robert.Bressett@associates.dhs.gov.

Respectfully,


Mark DeBosier
State Coordinating Officer

MD: rjb
Enclosure

cc: Keithan Williams, State Applicant Liaison (via email)
cc: Ms. Lona Hankins; Recovery School District (via email)
cc: Mr. Nathan Schwam, (via email)

U. S. Department of Homeland Security
Louisiana Recovery Office
1500 Main Street
Baton Rouge, LA 70802
(504) 762-2485 office
(504) 762-2899 fax



FEMA

June 26, 2013

RECEIVED

JUN 28 2013

Per _____

Mark S. Riley
Deputy Director – Disaster Recovery Division
GOHSEP, State of Louisiana
1500 Main Street
Baton Rouge, LA 70802

Re: Jean Batiste de Bienville Elementary School – Alternate Project
Middle Schools Advocates, Inc. (now FirstLine Schools); FIPS #071-U4NTA-00
FEMA-1603-DR-LA; Donor Project Worksheets 17572, 17573, 17574, 19138

Amendment to Scope of Work for Master Plan Alternate Project
Recovery School District; FIPS #033-UA9M2-00
FEMA-1603-DR-LA; Recipient Project Worksheet 19166
FEMA Correspondence Log #4739-O; AIDB #1288

Dear Mr. Riley:

This is in reply to your request on behalf of Middle Schools Advocates, Inc. (now FirstLine Schools, Applicant) for an Alternate Project. The Applicant is requesting an Alternate Project to apply eligible funding from Project Worksheets (PWs) 17572, 17573, 17574 and 19138 (collectively “donor” PWs) to supplement the costs of the replacement of the Recovery School District (RSD) Jean Batiste de Bienville Elementary School (herein referred to as “Bienville”), to be located at 1456 Gardena Drive in New Orleans. The total cost for the construction of Bienville is estimated at \$21,568,552.00.

PWs 17572 (Administration/Classroom Bldg.), 17573 (Gymnasium), 17574 (Main Classroom Bldg.), and 19138 (Grounds and Ball Field) collectively represent all of the Applicant’s buildings and supporting facilities that FEMA documented as projects eligible for Public Assistance funding. FEMA determined the buildings in PWs 17572, 17573, and 17574, all located at 3801 Monroe Street in New Orleans, are eligible for replacement. Elements of the grounds and ball field (PW 19138) are eligible for repair or replacement, as specified in the PW scope of work. The area of the Applicant’s donor facilities total 50,120 square feet (SF). Currently, the Applicant is in the process of demolishing these facilities.

The Applicant intends to restore the critical function and capacity of their damaged facilities through a Cooperative Endeavor Agreement (CEA) with RSD and Orleans Parish School Board (OPSB). In response to FEMA’s November 20, 2012 request letter (attachment 1), the Applicant

provided a copy of an amended, signed, fully executed CEA between Middle School Advocates, Inc., RSD, and OPSB. A copy of the signed CEA, executed on June 18, 2013, is attached (attachment 2) and will also be included in the Alternate Project PW.

Specific obligations and responsibilities of FirstLine (Applicant) from the signed CEA that are pertinent to the FEMA Public Assistance eligibility of this funding option include, but are not limited to, the following:

"Preliminary Recitals (15 of 17): Whereas, the RSD and FirstLine agree that FirstLine will enter into a Lease Agreement for use of the new Bienville Campus for a term to coincide with the terms of its current Charter Contract. Said Lease Agreement shall be renewed for a term to coincide with the FirstLine Charter Contract, provided, however, that the Louisiana Board of Elementary and Secondary Education ("BESE") or its legal successor, in its sole discretion, renews the Charter Contract pursuant to applicable provisions of Title 17, Chapter 42, of the Louisiana Revised Statutes. During the term of the Lease Agreement, FirstLine shall be required to be responsible for properly maintaining the building and grounds of the facility in accordance with the RSD's maintenance program to optimize energy efficiency and maintain a clean and healthful environment for student learning. FirstLine may be subject to a monthly fee under the terms of the Lease Agreement for the sole purposes of providing for compliance oversight for general and preventative maintenance, long-term maintenance and replacement of major equipment required for proper operation of the school. The Parties agree that FirstLine shall not be charged a fee for occupancy of the new Bienville Campus;" and

"2.1: FirstLine agrees to...provide all current FirstLine grant funds obligated for FirstLine, for the replacement of the former Middle School Advocates Administration/ Classroom Building, the former Middle School Advocates Gym, and the Middle School Advocates Main Classroom Building. The aggregate funding will constitute FirstLine's responsibility for the construction of the school Facility at the Bienville site within the context of RSD education specifications, and RSD will be financially responsible for the balance of the costs for the facility."

Specific obligations and responsibilities of RSD from the signed CEA that are pertinent to the FEMA Public Assistance eligibility of this funding option include, but are not limited to, the following:

"Preliminary Recitals (14 of 17): Whereas, the site ownership of the new Bienville Campus will continue to be owned by OPSB and the RSD will continue to maintain all the rights and responsibilities of ownership of the facility in accordance with LA. R.S. 17:1990;" and

"3.1: The RSD to contribute...the balance of funds required to build the facility beyond funding available through the Bienville Alternate Project outside of those additional agreements for customization captured in a distinct amendment;" and

"3.7: RSD further agrees to...execute project management design and construction of the new Bienville Campus, including buildings and hardscape (typically parking, sidewalks, and flat play surfaces);" and

"3.9: In the event of a state or federally declared disaster for which Public Assistance funding is available, the RSD agrees to represent FirstLine's interests in seeking such funding, provided that the Bienville Campus is under its jurisdiction. If approved and funded by State and/or Federal grants the RSD agrees to provide temporary education facilities for FirstLine and to repair the Facility to pre-disaster conditions, in accordance with Federal and/or State regulations."

FEMA has conducted the necessary reviews of the Applicant's Alternate Project request, including site visits, program eligibility determinations and an examination of historic and environmental concerns. The attached Record of Environmental Consideration contains the related conditions and conclusions for the proposed Alternate Project (attachment 3).

Please note that during FEMA's review of the donor PWs for this Alternate Project, insurance errors and omissions were identified. After all insurance corrections are addressed, the total obligated costs of the donor PWs will be increased by \$140,381.74.

With the passage of the Supplemental Appropriations Act (Public Law 110-161), otherwise known as the Omnibus Bill, FEMA may allow 100 percent funding for the federal share of the approved estimate of eligible costs for any educational facility that was damaged by Hurricane Katrina or Rita. The total eligible costs for PWs 17572, 17573, 17574, and 19138 are estimated at \$14,539,297.08. Total demolition costs of \$1,935,750.00 will be retained in the donor PWs and will not be transferred to this Alternate Project. Therefore, the request for an Alternate Project is approved and capped at \$12,603,547.08. This amount will be reduced by a mandatory National Flood Insurance Program (NFIP) reduction in the amount of \$214,918.26 under PW 17572, and total insurance estimated proceeds at \$2,011,595.45. Therefore, the federal contribution for this capped Alternate Project is \$10,377,033.37.

The federal contribution of this capped Alternate Project, originally developed for the Applicant, will be de-obligated and transferred to the RSD Master Plan Alternate Project PW 19166. At that time, RSD will become responsible for all conditions of grant proceeds described below, including closeout and insurance requirements. All costs for the construction of Bienville beyond that which is approved in this Alternate Project will be funded by RSD through their PW 19166. After subtracting the federal contribution amount of the capped Alternate Project (\$10,377,033.37) from the estimated total construction costs of Bienville (\$21,568,552.00), the RSD contribution amount for Bienville is estimated at \$11,191,518.63.

If GOHSEP, the Applicant, or RSD identifies any discrepancies in the information provided in this letter, including but not limited to project description, scope of work, or costs please contact FEMA within 30 days from the date of this letter with a list of specific items for resolution.

Please advise the Applicant and RSD that these funds are estimated and may be adjusted based on PW reviews, anticipated or actual insurance proceeds, NFIP reductions, or other applicable credits to prevent a duplication of benefits per Stafford Act Section 312, and 44 C.F.R. § 206.226(a)(1). Any balance of funds necessary for completing the additional work under the Alternate Project will be the responsibility of RSD. Upon completion of the Alternate Project, if there are any FEMA funds remaining from the amount granted, the Applicant and/or RSD may request additional scope of work to exhaust the FEMA amount granted. The Applicant/RSD is advised that the request must be submitted through the State for FEMA's review and acceptance prior to commencement of any work. The Applicant/RSD is also advised that any additional scope of work must be completed within the timeframe outlined for the initial scope of the Alternate Project. Any new construction must also comply with federal floodplain regulations.

Based on a review of the CEA, FEMA understands that both RSD and Middle School Advocates recognize the requirement to obtain and maintain insurance on the facility in the amount of FEMA Public Assistance funds applied to the project. Further, it is FEMA's understanding that Middle School Advocates will continue to cover the costs of any required insurance throughout their occupation of the facility. RSD and Middle School Advocates must comply with the Stafford Act Section 311 and 44 C.F.R. § 206.252 and 206.253, which states that assistance under Section 406 of the Stafford Act will be approved only on the condition that insurance is obtained and maintained in such types and amounts as are reasonable and necessary to protect against future loss. RSD and Middle School Advocates must provide GOHSEP with insurance policy documentation that confirms their compliance with the Stafford Act Section 311 and the cited regulations. RSD and Middle School Advocates must provide GOHSEP evidence of insurance for the facilities identified in this request.

I have directed my staff to prepare a version to RSD PW 19166 to reflect approval of this Alternate Project funding option. The current time extension for PW 19166 ends on December 31, 2017. As this new deadline approaches, any request for extension should be accompanied by information on the Alternate Project including information providing the extenuating circumstances that have delayed completion of the master plan, the current status of the master plan construction schedule and a revised timeline for the completion of the project.

The current time extension authorized for the Middle School Advocates, Inc. contributing PWs 17572, 17573, 17574, and 19138 ended on April 30, 2013. In order to allow time for the Applicant to complete demolition of their original facilities, a time extension is authorized for 17572, 17573, 17574, and 19138 through December 31, 2013. As this new deadline approaches, any request for extension should be accompanied by information on the demolition activities including a revised timeline for the project and information on any extenuating circumstances that have delayed completion of the work.

U.S. Department of Homeland Security
Louisiana Recovery Office
One Seine Court, Suite 3062
New Orleans, LA 70114
(504) 762-2485 office
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FEMA

November 20, 2012

Mark S. Riley
Deputy Director- Disaster Recovery Division
GOHSEP, State of Louisiana
1500 Main Street
Baton Rouge, LA 70802

Re: Office of Inspector General Audit # DD-12-05, *Middle School Advocates, Inc.*
FEMA-1603-DR-LA
FEMA Correspondence Log # 5233-O

Dear Mr. Riley:

This letter is in response to the letter dated August 8, 2012 from Mr. Bernard Plaia from your office, regarding the Department of Homeland Security Office of Inspector General's (OIG) Audit Report DD-12-05 concerning Middle School Advocates, Inc. (now FirstLine Schools, Inc.) (FLS).

We are preparing our response to the OIG audit and are considering your arguments. But before we can make a final decision relating to the alternate project, we have concerns about certain terms in the State of Louisiana Department of Education Cooperative Endeavor Agreement (CEA) and in the State of Louisiana Department of Education Recovery School District Lease Agreement (Lease).

The CEA does not have language establishing which party is responsible for obtaining and maintaining insurance on the facility, which is required under 44 CFR § 206.250 et seq. While it is noted these requirements are present in the lease agreement, this information should be fully articulated in the CEA. Reference should also be made in the CEA to future ownership or potential transfer of the school to any other party including Orleans Parish School Board (OPSB). Of particular importance is the transfer of insurance responsibility to the final owner.

Additionally, in Article I.5, the agreement is contingent on FEMA funding. This is not allowed under Title 44 of the CFR Part 13.

As to the Lease, we have reviewed a copy that was only signed by FLS. We would need to see the final executed lease before we can ascertain if the lease shows adequate legal responsibility for FLS. Additionally, in *Article 4 Term of Lease*, we are concerned by the language in 4.5 that states, "The Charter operator may, at any time, terminate this Lease Agreement upon thirty (30) days notice..." That language is problematic with FEMA PA eligibility and would need to be

Mr. Riley
November 20, 2012
2 of 2

removed if FEMA were to approve the application for an alternate project involving almost \$13 million.

FEMA appreciates all of the parties' interest in pursuing this Alternate Project. The CEA is a major part of this initiative and needs to be addressed prior to the final determination. Please schedule a meeting at your earliest convenience with the respective parties so that we may facilitate an outcome that meets everyone's expectations.

If you have any questions, please contact Eddie Williams at (225) 678-7800.

Sincerely,



Andre Cadogan
Deputy Director, Programs
Louisiana Recovery Office

cc: Eddie Williams, Public Assistance Officer, FEMA
Mark DeBosier, State Coordinating Officer, GOHSEP

**COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
LOUISIANA DEPARTMENT OF EDUCATION'S RECOVERY SCHOOL DISTRICT
AND
FIRSTLINE SCHOOLS**

THIS COOPERATIVE ENDEAVOR AGREEMENT, made and entered into by and between the Louisiana Department of Education, through its Recovery School District (hereinafter referred to as the ("RSD"), FirstLine Schools, Inc., formerly known as Middle School Advocates, Inc., a non-profit 501(c)(3) corporation licensed and authorized to do business in Louisiana, and whose principal office is located at 3649 Laurel Street (herein referred to as "FirstLine"); and the Orleans Parish School Board (herein referred to as "OPSB"), each makes the following declarations:

The RSD, FirstLine, and OPSB desire to enter into a Cooperative Endeavor Agreement (herein referred to as "CEA" or "Agreement") for the purposes and on the terms as set forth in this Agreement.

PRELIMINARY RECITALS

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana of 1974 provides that: "for a public purpose, the state ... may engage in cooperative endeavors ... with any public or private association, corporation or individual"; and

WHEREAS, the RSD, by virtue of Acts 2005, 1st Ex. Sess., No. 35, §1 (Act 35) of the Louisiana Legislature, has all the rights and responsibilities of ownership of many public schools in Orleans Parish; and

WHEREAS, the RSD is implementing the Schools Facilities Master Plan for Orleans Parish (herein referred to as "Master Plan"), which involves the rebuilding, renovating, refurbishing, and building of numerous public school facilities in Orleans Parish, including building a new facility at the Jean Baptiste de Bienville Elementary School, located at 1456 Gardena Drive in New Orleans; and

WHEREAS, OPSB holds title to the property upon which the Jean Baptiste de Bienville Elementary School is located; and

WHEREAS, the Master Plan calls for a new pre-K to 8th grade school of approximately 95,000 square feet that includes 61,000 square feet of net usable space, an estimated 40% of support space (stairs, hall, corridors, MEP space and wall thickness) and approximately 10,000 square feet of contingency, that can accommodate 450-600 students, to be constructed on the site of the Jean Baptiste de Bienville Elementary School; and

WHEREAS, FirstLine Schools, Inc., is authorized to operate Charter Schools in Orleans Parish; and

WHEREAS, FirstLine was the owner and operator of the New Orleans Charter Middle School, consisting of three (3) buildings totaling approximately 50,000 square feet, located at 3801 Monroe Street, New Orleans, LA (herein referred to as "Monroe Campus"), which it had purchased from the congregation of St. Theresa of the Child of Jesus Roman Catholic Church on March 28, 2002; and

WHEREAS, as a result of Hurricane Katrina, which made landfall in Orleans Parish on August 29, 2005, the Monroe Campus owned by FirstLine sustained substantial damage; and

WHEREAS, it has been determined that each building on the Monroe Campus sustained greater than 51% damage and it is anticipated that each building must be replaced (or rebuilt); and

WHEREAS, a funding source has been obtained for the Jean de Bienville Elementary School; and

WHEREAS, the RSD and FirstLine desire to pool their respective funding resources and are authorized and encouraged to do so by the Omnibus Appropriation, and to coordinate resource utilization requests to construct a new school facility at the former Jean Baptiste de Bienville Elementary School site; hereinafter referred to as "the Facility" or "Bienville Campus"; and

WHEREAS, the RSD and FirstLine will each apply to for the appropriate funding source approvals for the construction of the Facility using their respective funding resources; maintain full compliance with federal, state, and local grants and any capital-related funding sources associated with the new Bienville Campus; and

WHEREAS, the RSD, FirstLine and OPSB agree that the new Bienville Campus will be built by the RSD in accordance with the Educational Specifications and Performance Standards referenced in the Master Plan; and

WHEREAS, the site ownership of the new Bienville Campus will continue to be owned by OPSB and the RSD will continue to maintain all the rights and responsibilities of ownership of the facility in accordance with La. R.S. 17:1990; and

WHEREAS, the RSD and FirstLine agree that FirstLine will enter into a Lease Agreement for use of the new Bienville Campus for a term to coincide with the terms of its current Charter Contract. Said Lease Agreement shall be renewed for a term to coincide with the FirstLine Charter Contract, provided, however, that the Louisiana Board of Elementary and Secondary Education ("BESE") or its legal successor, in its sole discretion, renews the Charter Contract pursuant to applicable provisions of Title 17, Chapter 42, of the Louisiana Revised Statutes. During the term of the Lease Agreement, FirstLine shall be required to be responsible for properly maintaining the building and grounds of the facility in accordance with the RSD's maintenance program to optimize energy efficiency and maintain a clean and healthful environment for student learning. FirstLine may be subject to a monthly fee under the terms of the Lease Agreement for the sole purpose of providing for compliance oversight for general and preventative maintenance, long-term maintenance and replacement of major equipment required for proper operation of the school. The Parties agree that FirstLine shall not be charged a fee for occupancy of the new Bienville Campus; and

WHEREAS, FirstLine will maintain its autonomy to operate the academic programming under the full term of its Type 5 Charter Contract with BESE; and

WHEREAS, the RSD, FirstLine and the OPSB intend to clarify their original agreement regarding ownership and legal responsibilities regarding the Bienville facility.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I GENERAL TERMS

1.1 The foregoing Preliminary Recitals are incorporated herein by reference and are considered an integral part of this Agreement.

1.2 Agreement. The RSD and FirstLine desire to enter into this Cooperative Endeavor Agreement for the purpose of consolidating their respective resources in order to construct a new public school at the Bienville Campus that will benefit the children in the Parish of Orleans.

1.3 Term. This Agreement shall commence on February 8, 2010, and shall terminate as provided herein.

1.4 **Notice.** Any notice required under this Agreement shall be in writing and shall be effective immediately upon personal delivery, subject to verification of service or acknowledgement of receipt, or three (3) days after mailing via Certified Mail, receipt requested, to the following addresses:

Recovery School District
Lona Hankins
Director of Capital Projects
Recovery School District
909 Poydras Street
New Orleans, LA 70112

FirstLine Schools, Inc.
Mr. Jay Altman
Chief Executive Officer
FirstLine School, Inc.
3649 Laurel Street
New Orleans, LA 70115

Orleans Parish School Board Superintendent
Stan Smith
Orleans Parish School Board
3520 General DeGaulle Drive, Suite 5055
New Orleans, LA 70114

All parties shall immediately inform the other parties of any changes in authorized representatives or essential personnel, address, or other contact information for the purpose of providing required notices.

1.5 **Termination for Cause.** The RSD may terminate this Agreement for cause based upon FirstLine's failure to comply with the terms and conditions of this Agreement, provided that the RSD shall give FirstLine written notice specifying FirstLine's failure. FirstLine shall have thirty (30) days within which to make material progress towards issue-reconciliation on a mutually-agreeable performance timeline. If FirstLine fails to substantially initiate a remedy within thirty (30) days, then RSD at its discretion shall have the right to terminate this agreement.

1.6 **Termination for Non-Availability of Funds.** The continuation of this Agreement is contingent upon the availability of funds to fulfill the requirements of this contract. If the State Legislature fails to make available those funds needed to provide for the continuation of this agreement, or if such funding is reduced to prevent total funding of this agreement and the effect of such reduction is to provide insufficient funding for continuation of the agreement, this agreement will terminate.

1.7 **Termination for Convenience.** The RSD may terminate this Agreement at any time by giving thirty (30) days written notice to FirstLine. FirstLine shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.8 **Assignment.** The FirstLine shall not assign any interest in this Agreement by assignment, transfer, novation, or any other means.

1.9 **Controlling Law; Venue.** This CEA shall be governed by the laws of the State of Louisiana and the parties hereby agree to submit to the jurisdiction and venue of the 19th Judicial District Court, Parish of East Baton Rouge, State of Louisiana, in the event of a dispute which cannot be resolved without litigation.

1.10 **Severability.** The provisions of this CEA are severable. Any terms and/or conditions that are deemed illegal or invalid shall not affect any other term or condition of the CEA.

1.11 **Obligation to Obtain and Maintain Insurance** - The RSD, or subsequent property owner, shall obtain and maintain all insurance - flood and non-flood property - on those facilities which received FEMA public assistance funding as a result of flood and damages other than flood, in accordance with 44 CFR 206.250-253. FirstLine will be billed monthly for the cost of these insurance premiums as long as it occupies such facilities.

ARTICLE II SPECIFIC OBLIGATIONS AND RESPONSIBILITIES OF FIRSTLINE

FirstLine agrees to contribute the following:

2.1 Provide all current FirstLine grant funds obligated for FirstLine, for the replacement of the former Middle School Advocates Administration / Classroom Building, the former Middle School Advocates Gym, and the Middle School Advocates Main Classroom Building. The aggregate funding will constitute FirstLine's responsibility for the construction of the school facility at the Bienville site within the context of RSD education specifications, and RSD will be financially responsible for the balance of costs for the facility.

2.2 FirstLine may request mutually-agreed upon facility or content customizations at certain critical points during the design phases enumerated in Article 2.11 of this Agreement. Any such customizations will be negotiated at the appropriate design phase. FirstLine specifically acknowledges and agrees that any such customizations may result in additional financial obligations to be borne by FirstLine. Any such customizations shall be negotiated between FirstLine and RSD.

2.3 It is specifically understood that FirstLine and RSD both pursue funding to support the costs for the new facility at the Bienville Campus. RSD or its agents will assist FirstLine in preparing pursuing funding will migrate all applicable costs from its Monroe Campus facility to the Bienville project. RSD will secure funding to provide the the balance of funds required to complete the project excepting any costs that are attributable to customizations captured in an amendment to this CEA.

2.4 It is specifically understood that the sale or salvage proceeds of the Monroe Campus shall be remitted to the RSD and will be deducted from FirstLine's total funding requirements. This pertains only to that portion of the proceeds of a sale (net of transaction costs) attributable to the buildings. The portion of the net sale proceeds attributable to the value of the land shall remain FirstLine's and shall not be contributed to this project.

2.5 FirstLine will retain its project worksheet funding for contents, and will use these funds to procure items that will remain under FirstLine's ownership. RSD agrees to work with FirstLine for the procurement of contents subject to further written agreement.

2.6 It is specifically understood and agreed that the proceeds from any insurance policies, for a total of TWO MILLION EIGHT HUNDRED SEVENTY-EIGHT THOUSAND THREE HUNDRED NINETY SIX AND 10/100

(\$2,878,396.01), after expenses, received by FirstLine for damage caused by Hurricane Katrina to its Monroe Campus facilities will not be contributed to this CEA. FirstLine agrees to furnish documentation, including but not limited to any settlement statements, to RSD regarding its receipt of insurance recoveries for the buildings at the Monroe Street Campus.

2.7 To maintain all records as required by LDOE and Louisiana Legislative Auditors regulatory and policy guidance with respect to funding, auditing and close-out of the final construction.

FirstLine further agrees to the following:

2.8 To authorize the RSD's Capital Program staff, designees, or contractors to request additional support from regulatory and policy specialists through the facility scope alignment process to cover unidentified damages, project management/construction management costs based on free-market anticipated costs for school development within the City of New Orleans and other factors in each projects Cost Estimating Format (herein referred to as "CEF"), such as, but not limited to, the utilization of the Louisiana Facility Planning and Control's State Fee Calculator to establish estimated rates for architecture and engineering services, eligibility for facility commissioning to contribute any additional funds to the new Bienville Campus to support the approved RSD design, or RSD-authorized amendments to said design.

2.9 That the RSD will have full authority as the developer of the new Bienville Campus with respect to all project management, building commissioning, design and construction decisions.

2.10 That, in the event that its Charter Agreement is revoked or terminated for any reason, including but not limited to, revocation by its Chartering Authority, or voluntary termination, any and all interest it may have in the new Bienville Campus will be transferred to the RSD or its successor. FirstLine expressly relinquishes any and all ownership interest in the new Bienville Campus, and expressly waives any right it may have to reimbursement of any funds it supplied in building the Bienville Campus. Notwithstanding the foregoing, FirstLine shall maintain ownership of any and all movable furniture, fixtures, equipment and supplies purchased with its contents PW, or through any private funding, and properly identified as being owned by FirstLine. Any items permanently attached to, and are an integral part of the building, shall remain with the building.

2.11 To interact with any professional service firms, architects, and construction providers with the RSD's designated Capital Program representatives with respect to the construction of the new Bienville Campus facility. The designated FirstLine representatives and the RSD's Capital Program Staff will review the design with the Design Team at these milestones: a) completion of Schematic Design; b) 50% Design Development; c) 100% Design Development; d) 50% Construction Documents; e) and 95% Construction Documents. Any material concerns not addressed or resolved in these meetings regarding the design and development of the Bienville Campus must be in writing and addressed to the Bienville Project Manager, with a copy to the RSD's Director of Capital Improvement.

2.12 To participate in collaborative planning meetings when requested by the RSD, pertaining to decision-making in the design process, including but not limited to building massing and layouts, specialist accommodations, interior design elements, exterior design elements, anticipated ground uses, and selection of colors from the RSD Capital Program's color palette. FirstLine expressly forfeits the opportunity to participate in such collaborative planning decisions if its designated representatives are non-responsive, or fail to respond by

the deadline, in order to ensure design and constructions schedules and cost-controls associated with the Bienville Campus.

2.13 To fully and meaningfully participate in meetings involving key stakeholders, including but not limited to governing boards and community groups, and to respond to requests for information and data in a timely manner.

2.14 To recognize the RSD's responsibility and authority to execute all design and construction activities associated with the interior design and construction elements (also referred to as "Interior of the Box") of the Bienville Campus in conformance with the Master Plan.

2.15 FirstLine specifically agrees to provide to the RSD with copies of all documentation under its jurisdiction and control that relate to the Facility that the RSD will be required to possess by supporting documentation for auditing purposes including documentation of procurement procedures, advertising, and bidding if any, contracts, invoicing, payments to contractors for construction and design and project management, etc.

2.16 To visit the Bienville Campus only when accompanied by the RSD Capital Program Staff or the Bienville Campus Facility Project Manager. FirstLine shall not make any unscheduled, unsupervised visits to the Bienville Campus until a formal lease agreement has been executed and becomes effective between the RSD and FirstLine.

2.17 To inform all parents, caregivers, students, board members, teachers, staff, administrators, volunteers, and any other interested party, notice that they are expressly prohibited from entering the Bienville Campus (including buildings and grounds) during the period of construction unless specifically authorized through a scheduled, optional bi-monthly visit, accompanied by RSD Capital Program Staff. FirstLine may request visits outside of this optional bi-monthly visit through the RSD Capital Program Staff, and such requests will not unreasonably be withheld. Any FirstLine-designated visitors must be accompanied by a FirstLine authorized representative and by RSD Capital Program Staff and must adhere to all safety requirements proscribed by RSD's prime general contractor who has legal control of the site during construction.

2.18 To participate in scheduled meetings with the RSD and/or the Bienville Campus facility project manager.

2.29 To participate in activities associated with key milestones associated with the Bienville Campus design and development, including ground-breaking and ribbon-cutting events.

2.20 To identify appropriate FirstLine designees and employees to receive any and all training for proper maintenance and care of all electronic systems, including but not limited to energy systems, installed in the new Bienville Campus, and to ensure that all such equipment and systems are maintained pursuant to factory recommended schedules.

2.21 FirstLine agrees that, in the event that its Charter Agreement is revoked by its Chartering Authority, or voluntarily withdrawn, any and all interest in may have in the new Bienville Campus will be transferred to the RSD or its successor. FirstLine expressly relinquishes any and all interest in the new Bienville Campus, and expressly waives any right it may have to reimbursement of any funds it supplied in building the school campus.

2.22 To hold the RSD and OPSB harmless for any failure by FirstLine to properly maintain any records required by LDOE and/or LLA or any other source of funding caused by FirstLine.

2.23 Failure to provide all such funding and/or requisite documentation constitutes a default for which RSD may terminate this agreement for cause.

ARTICLE III SPECIFIC OBLIGATIONS AND RESPONSIBILITIES OF RSD

The RSD to contribute the following:

3.1 The balance of the funds required to build the facility beyond funding available through the Bienville Alternate Project outside of those additional agreements for customization captured in a distinct amendment.

3.2 Use of the contents furnished by RSD currently located at the Bandit Elementary School facility and being used by FirstLine. RSD shall maintain ownership of these contents, and FirstLine shall be entitled to continued use.

3.3 Provide program management, including project management and construction management professional services and fiscal management associated with requesting grant funding reimbursement and paying professional services firms and contractors upon receipt of funds from FirstLine.

3.4 Bienville Campus design and hardscape design, with input from FirstLine representatives during the review with the Design Team of the design at the completion of: a) Schematic Design; b) 50% Design Development; c) 100% Design Development; d) 50% Construction Documents; and e) 95% Construction Documents. The RSD project managers and design team will make a reasonable effort to incorporate FirstLine design requests and concerns into the design.

3.5 Bienville Building Commissioning.

3.6 Bienville Construction. RSD specifically agrees to provide to FirstLine copies of all documentation under its jurisdiction and control that relate to the Facility that FirstLine will be required to possess by LDOE and/or LLA for auditing purposes including documentation of procurement procedures, advertising and bidding if any, contracts, invoicing, payments to contractors for construction and design and project management, etc.

The RSD further agrees to the following:

3.7 To execute project management design and construction of the new Bienville Campus, including buildings and hardscape (typically parking, sidewalks and flat play surfaces).

3.8 To act as agent for FirstLine in managing scope alignment requests on the Monroe Campus and the new Bienville Campus, and to manage negotiations regarding funding and/or on eligibility.

3.9 In the event of a state or federally declared disaster for which Public Assistance funding is available, the RSD agrees to represent FirstLine's interests in seeking such funding, provided that the Bienville Campus is under its jurisdiction. If approved and funded by State and/or Federal grants the RSD agrees to provide

temporary education facilities for FirstLine and to repair the Facility to pre-disaster conditions, in accordance with Federal and/or State regulations.

ARTICLE IV SPECIFIC OBLIGATIONS AND RESPONSIBILITIES OF OPSB

The OPSB shall remain the owner of the land in accordance with La. R.S. 17:1990. The OPSB agrees and concurs with the construction of the new Bienville Campus and will allow FirstLine to maintain a Lease Agreement for the Facility for the duration of the Charter Contract and any renewals to the charter contract between BESE and FirstLine. The terms of said lease agreement shall be reasonable and take into consideration FirstLine's initial investment through any initial funding put forward toward the costs of the school's construction. The lease shall be negotiated in good faith and agreeable to both parties.

The OPSB shall have no obligation to provide funding for the construction of the Bienville Campus.

ARTICLE V JOINT OBLIGATIONS AND RESPONSIBILITIES

The RSD, FirstLine and OPSB each agree to the following:

5.1 Both FirstLine and RSD shall, as required by federal law, make application to funding sources for the joint construction of the facility in accordance with the terms and conditions of this CEA. Should a funding agency condition its approval upon some material change such as requiring FirstLine to fund the project with its insurance proceeds, then RSD and FirstLine shall each have the right to terminate this Agreement by written notification to the other within 14 days of receipt of notification that agency has not approved or conditionally approved the Project.

5.2 Upon completion of the construction of the new school at the Bienville Campus, FirstLine will occupy the Facility for the purpose of operating its existing charter school.

5.3 Comply with RSD Lease Agreement and RSD Policy with respect to facility maintenance requirements.

5.4 OPSB Agrees to land use and will succeed to the Lease Agreement between the RSD and FirstLine if, and when, said property reverts to OPSB.

ARTICLE VI MISCELLANEOUS PROVISIONS

All terms and conditions agreed upon between the parties are contained herein, and no verbal commitments, except those reduced to writing in this Lease Agreement, have any binding effect.

Any amendments to this Cooperative Endeavor Agreement must be reduced to writing and signed by all parties.

THUS DONE AND SIGNED on the day, month, and year first written below.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this _____ day of _____ 2013.

Witnesses:

[Signature]

FIRSTLINE SCHOOLS INC.

[Signature]
CEO

Witnesses:

[Signature]
[Signature]

ORLEANS PARISH SCHOOL BOARD

[Signature]
President

[Signature]
Superintendent

Witnesses:

DEPARTMENT OF EDUCATION

Superintendent - Recovery School District

Deputy Superintendent for Management & Finance

Deputy Superintendent for Education

State Superintendent of Education

President - Board of Elementary & Secondary Education

IN WITNESS WHEREOF, the parties have executed this Agreement as of this _____ day of _____ 2013.

Witnesses:

[Signature]

Witnesses:

Witnesses:

[Signature]

[Signature]

[Signature]

FIRSTLINE SCHOOLS, INC.

[Signature]
CEO

ORLEANS PARISH SCHOOL BOARD

President

Superintendent

DEPARTMENT OF EDUCATION

[Signature]
Superintendent - Recovery School District

[Signature]
Deputy Superintendent for Management & Finance

[Signature]
Deputy Superintendent for Education

[Signature]
State Superintendent of Education

[Signature]
President - Board of Elementary & Secondary Education

Record of Environmental Consideration

REVISED FOR FEMA ENVIRONMENTAL -- LOUISIANA -- April 2007

See 44 Code of Federal Regulation Part 10

Project Name/Number: New Jean Batiste de Bienville Elementary School,
Alternate/Improved Project No. 1288/PW Nos. 17572, 17573, 17574 & 19138
FIPS#: 071-U4NTA-00/ AI Project #: 1288

Applicant Name: First Line Schools (aka Middle School Advocates)

Project Locations: Jean Batiste de Bienville Elementary School Site--
Location: 30.00967, -90.07792
1456 Gardena Drive, New Orleans, LA 70122

Project Description:

On August 29, 2005, Hurricane Katrina and its aftermath caused wind and flood damages to the First Line Schools (formerly Middle School Advocates), at 3801 Monroe Street, New Orleans, Orleans Parish, LA, 70118. The Applicant has subsequently requested to donate funding to the Recovery School District (RSD). RSD intends to build a new, state-of-the art 94,800 SF pre-kindergarten through eighth grade (pre-k through 8) elementary school, located at 1456 Gardena Drive, at the pre-disaster Bienville School. The project entails construction of a new two-story facility, elevated to the applicable base flood elevation. The school will house classrooms, science labs, a library/media center and computer labs, and arts and music facilities with flexible performance space. Also, the facility will feature a commercial kitchen and cafeteria, a gymnasium, and a stage as well as office space for administrative and student support services. The facility is being designed and constructed to preserve a significant number of mature live oaks on the site. The design of the proposed facility is consistent with the function of the former damaged facilities.

National Environmental Policy Act (NEPA) Determination

- ☐ Statutorily excluded from NEPA review (**Review Concluded**)
- ☐ Programmatic Categorical Exclusion - Category (**Review Concluded**)
- ☐ Categorical Exclusion - Category XV
 - ☐ No Extraordinary Circumstances exist.
Are project conditions required? ☐ Yes (see section V) ☐ No (**Review Concluded**)
 - ☐ Extraordinary Circumstances exist (see Section IV).
 - ☐ Extraordinary Circumstances mitigated. (See Section IV comments)
Are project conditions required? ☐ Yes (see section V) ☐ No (**Review Concluded**)
- ☒ Alternative Arrangements
 - ☒ Public Involvement Plan on file (see comments below)
Are project conditions required? ☐ Yes (see section V) ☒ No (**Review Concluded**)
- ☐ Environmental Assessment
- ☐ Supplemental Environmental Assessment (Reference EA or PEA in comments)
- ☐ Environmental Impact Statement

Comments: This project meets the criteria to utilize the Alternative Arrangement Process within the National Environmental Policy Act approved by the Council on Environmental Quality, DHS, and FEMA on 3/23/2006. Based on information provided by the applicant, the scope of work for this project is included in the Alternative Arrangement Process through the National Environmental Policy Act (NEPA). The applicant has provided sufficient documentation to demonstrate a satisfactory public involvement process. Any changes to this approved scope of work will require submission to, and evaluation and approval by, the State and FEMA prior to initiation of any work, for compliance with NEPA. The applicant is required to obtain and comply with all local, state, and federal permits and requirements. Non-compliance with the requirements noted above may jeopardize the receipt of federal funding.

Correspondence/Consultation/References:

- ☐ Project is Non-Compliant (see attached documentation justifying selection).

Reviewer and Approvals

FEMA Environmental Reviewer:

Name: Kelly E. Rowe, Environmental Specialist, FEMA LRO

Signature Kelly E. Rowe Date 10-21-11

FEMA Environmental Liaison Officer or Delegated Approving Official:

Name: Adam Borden, Environmental Team Lead, FEMA LRO

Signature Adam Borden Date 10-21-11

I. Compliance Review for Environmental Laws (other than NEPA)

A. National Historic Preservation Act (NHPA)

- ☐ Not type of activity with potential to affect historic structures or archaeological resources (Review Concluded)
- ☒ Applicable executed Programmatic Agreement. Activity meets Programmatic Allowance (date of agreement and allowance number in comments) - Review Concluded
- ☐ Applicable executed Programmatic Agreement (date in comments). See project review below for historic structures and archaeological resources.
- ☐ Other Programmatic Agreement dated _____ applies

HISTORIC BUILDINGS AND STRUCTURES

- ☒ No historic properties that are listed or 50 years or older in project area. (Review Concluded)
- ☐ Building or structure 50 years or older or listed on the National Register in the project area and activity not exempt from review.
 - ☐ Determination of No Historic Properties Affected (FEMA finding/SHPO/THPO concurrence on file)
Are project conditions required? ☐ Yes (see Section V) ☐ No (Review Concluded)
 - ☐ Determination of Historic Properties Affected (FEMA finding/SHPO/THPO concurrence on file)
 - ☐ Property a National Historic Landmark and National Park Service was provided early notification during the consultation process. If not, explain in comments
 - ☐ No Adverse Effect Determination (FEMA finding/SHPO/THPO concurrence on file)
Are project conditions required? ☐ Yes (see Section V) ☐ No (Review Concluded)
 - ☐ Adverse Effect Determination (FEMA finding/SHPO/THPO concurrence on file)
 - ☐ Resolution of Adverse Effect completed (MOA on file)
 - Are project conditions required ☐ Yes (see Section V) ☐ No (Review Concluded)

ARCHEOLOGICAL RESOURCES

- ☒ Project affects only previously disturbed ground - Review Concluded
- ☐ Project affects undisturbed ground or grounds associated with a historic structure
 - ☐ Project area has no potential for presence of archeological resources
 - ☐ Determination of no historic properties affected (FEMA finding/SHPO/THPO concurrence on file) (Review Concluded)
 - ☐ Project area has potential for presence of archeological resources
 - ☐ Determination of no historic properties affected (FEMA finding/SHPO/THPO concurrence on file)
Are project conditions required ☐ Yes (see Section V) ☐ No (Review Concluded)
 - ☐ Determination of historic properties affected
 - ☐ NR eligible resources not present (FEMA finding/SHPO/THPO concurrence on file)
Are project conditions required ☐ Yes (see Section V) ☐ No (Review Concluded)
 - ☐ NR eligible resources present in project area (FEMA finding/SHPO/THPO concurrence on file)
 - ☐ No Adverse Effect Determination (FEMA finding/SHPO/THPO concurrence on file)
Are project conditions required? ☐ Yes (see Section V) ☐ No (Review Concluded)

- ☐ Adverse Effect Determination (FEMA finding/SHPO/THPO concurrence on file)
☐ Resolution of Adverse Effect completed (MOA on file)
Are project conditions required? ☐ Yes (see Section V) ☐ No
(Review Concluded)

Comment: A review of demolition and reconstruction at the Bienville, Jean Batiste, Elementary School site (1456 Gardena Drive) was conducted in accordance with stipulation I.E of the RSD Secondary Programmatic Agreement dated August 17, 2009. FEMA has determined that No Historic Properties are affected by the proposed undertaking. SHPO concurrence with this determination was received, dated April 11, 2008.

B. Endangered Species Act

- ☒ No listed species and/or designated critical habitat present in areas affected directly or indirectly by the Federal action. (Review Concluded)
☐ Listed species and/or designated critical habitat present in the areas affected directly or indirectly by the Federal action.
☐ No effect to species or designated critical habitat. (See comments for justification)
Are project conditions required? ☐ Yes (see Section V) ☐ No (Review Concluded)
☐ May affect, but not likely to adversely affect species or designated critical habitat (FEMA determination/USFWS/NMFS concurrence on file) (Review Concluded)
Are project conditions required? ☐ Yes (see Section V) ☐ No (Review Concluded)
☐ Likely to adversely affect species or designated critical habitat
☐ Formal consultation concluded. (Biological Assessment and Biological Opinion on file)
Are project conditions required? ☐ YES (see Section V) ☐ NO (Review Concluded)

Comments: Project is located in an urban or previously developed area. Neither listed species nor their habitat occur in or near this site, thus FEMA finds there will be no effect to threatened or endangered species.
Correspondence/Consultation/References: USFWS emergency consultation provisions determined in letters dated September 15, 2005 for Katrina.

C. Coastal Barrier Resources Act

- ☒ Project is not on or connected to CBRA Unit or Otherwise Protected Area (Review Concluded).
☐ Project is on or connected to CBRA Unit or Otherwise Protected Area. (FEMA determination/USFWS consultation on file)
☐ Proposed action an exception under Section 3505.a.6 (Review Concluded)
☐ Proposed action not excepted under Section 3505.a.6.
Are project conditions required? ☐ YES (see Section V) ☐ NO (Review Concluded)

Comments: Project is not within a CBRA zone.

Correspondence/Consultation/References: Louisiana Coastal Barrier Resource System Maps referenced June 1, 2011.

D. Clean Water Act

- ☒ Project would not affect any waters of the U.S. (Review Concluded)
☐ Project would affect waters, including wetlands, of the U.S.
☐ Project exempted as in kind replacement or other exemption. (Review Concluded)
☐ Project requires Section 404/401 of Clean Water Act or Section 9/10 of Rivers and Harbors Act permit, including qualification under Nationwide Permits.
Are project conditions required? ☐ YES (see Section V) ☐ NO (Review Concluded)
☐ Project would affect waters of the U.S. by discharging to a surface water body.

Comments: No jurisdictional waters of the U.S., including wetlands, occur in or near the project area.

Correspondence/Consultation/References: USFWS National Wetlands Inventory map (<http://www.fws.gov/nwi/>) queried on June 1, 2011.

E. Coastal Zone Management Act

- ☐ Project is not located in a coastal zone area and does not affect a coastal zone area (Review concluded)
- ☒ Project is located in a coastal zone area and/or affects the coastal zone
- ☐ State administering agency does not require consistency review. (Review Concluded).
- ☒ State administering agency requires consistency review.
- Are project conditions required? ☒ YES (see section V) ☐ NO (Review Concluded)

Comments: This project is located within the Louisiana Coastal Management Zone. Projects within the coastal zone may require a coastal use permit or other authorization from LADNR. Projects may be coordinated by contacting LA DNR at 1-225-342-9232.

Correspondence/Consultation/References: Louisiana Coastal Zone maps queried June 1, 2011.

F. Fish and Wildlife Coordination Act

- ☒ Project does not affect, control, or modify a waterway/body of water. (Review Concluded)
- ☐ Project affects, controls, or modifies a waterway/body of water.
- ☐ Coordination with USFWS conducted
- ☐ No Recommendations offered by USFWS. (Review Concluded)
- ☐ Recommendations provided by USFWS.
- Are project conditions required? ☐ YES (see Section V) ☐ NO (Review Concluded)

Comments: Project scope does not include impoundment, diversion, control, or other modification of waters of any stream or body of water.

Correspondence/Consultation/References: Louisiana Map (<http://www.lamap.doa.louisiana.gov/>) queried June 1, 2011.

G. Clean Air Act

- ☐ Project will not result in permanent air emissions. (Review Concluded)
- ☒ Project is located in an attainment area. (Review Concluded)
- ☐ Project is located in a non-attainment area.
- ☐ Coordination required with applicable state administering agency.
- Are project conditions required? ☐ YES (see section V) ☐ NO (Review Concluded)

Comments: The proposed project includes activities that would produce a minor, temporary, and localized impact on air quality from vehicle emissions and fugitive dust particles. No long-term air quality impact is anticipated.

Correspondence/Consultation/References: EPA Region 6 Non-attainment Map

H. Farmland Protection Policy Act

- ☒ Project will not affect undisturbed ground. (Review Concluded)
- ☐ Project has a zoning classification that is other than agricultural or is in an urbanized area. (Review Concluded)
- ☐ Project does not affect designated prime or unique farmland. (Review Concluded)
- ☐ Project causes unnecessary or irreversible conversion of designated prime or unique farmland.
- ☐ Coordination with Natural Resources Conservation Service required.
- ☐ Farmland Conversion Impact Rating, Form AD-1006, completed.
- Are project conditions required? ☐ YES (see section V) ☐ NO (Review Concluded)

Comments: The site is located within an existing urban and developed area and FPPA is precluded.

Correspondence/Consultation/References: Kelly Rowe, Environmental Specialist

I. Migratory Bird Treaty Act

- ☐ Project not located within a flyway zone (Review Concluded)
- ☒ Project located within a flyway zone.
- ☒ Project does not have potential to take migratory birds (Review Concluded)
- Are project conditions required? ☐ Yes (see section V) ☒ No (Review Concluded)
- ☐ Project has potential to take migratory birds.
- ☐ Contact made with USFWS
- Are project conditions required? ☐ YES (see section V) ☐ NO (Review Concluded)

Comments: The site is an existing disturbed area with little value to migratory birds and would not be included in the USFWS migratory bird management program.

Correspondence/Consultation/References: USFWS guidance letter dated September 27, 2005.

J. Magnuson-Stevens Fishery Conservation and Management Act

- ☒ Project not located in or near Essential Fish Habitat (**Review Concluded**)
- ☐ Project located in or near Essential Fish Habitat.
- ☐ Project does not adversely affect Essential Fish Habitat (**Review Concluded**)
- Are project conditions required? ☐ Yes (see Section V) ☐ No (**Review Concluded**)
- ☐ Project adversely affects Essential Fish Habitat (FEMA determination/USFWS/NMFS concurrence on file)
- ☐ NOAA Fisheries provided no recommendation(s) (**Review Concluded**).
- Are project conditions required? ☐ Yes (see Section V) ☐ No (**Review Concluded**)
- ☐ NOAA Fisheries provided recommendation(s)
- ☐ Written reply to NOAA Fisheries recommendations completed.
- Are project conditions required? ☐ YES (see Section V) ☐ NO (**Review Concluded**)

Comments: Project is not located in or near any surface waters with the potential to affect EFH species.

Correspondence/Consultation/References: Louisiana Map (<http://www.lamap.doa.louisiana.gov/>) referenced June 1, 2011.

K. Wild and Scenic Rivers Act

- ☒ Project is not along and does not affect Wild or Scenic River (WSR) - (**Review Concluded**)
- ☐ Project is along or affects WSR
- ☐ Project adversely affects WSR as determined by NPS/USFS. **FEMA cannot fund the action.** (NPS/USFS/USFWS/BLM consultation on file) (**Review Concluded**)
- ☐ Project does not adversely affect WSR. (NPS/USFS/USFWS/BLM consultation on file)
- Are project conditions required? ☐ YES (see Section V) ☐ NO (**Review Concluded**)

Comments: Project is not along and does not affect Wild or Scenic River (WSR).

Correspondence/Consultation/References: National Wild and Scenic Rivers
<http://www.nps.gov/rivers/wildriverslist.html>

L. Resource Conservation and Recovery Act

Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials (such as asbestos and lead based paint) and/or toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.

M. Other Relevant Laws and Environmental Regulations

NA

II. Compliance Review for Executive Orders

A. E.O. 11988 - Floodplains

- ☐ No Effect on Floodplains/Flood levels and project outside Floodplain - (**Review Concluded**)
- ☒ Located in Floodplain or Effects on Floodplains/Flood levels
- ☐ No adverse effect on floodplain and not adversely affected by the floodplain. (**Review Concluded**).
- Are project conditions required? ☐ Yes (see Section V) ☐ No (**Review Concluded**)
- ☐ Beneficial Effect on Floodplain Occupancy/Values (**Review Concluded**).
- ☒ Possible adverse effects associated with investment in floodplain, occupancy or modification of floodplain environment
- ☒ 8 Step Process Complete - documentation on file

Are project conditions required? ☒ YES (see Section V) ☐ NO (Review Concluded)
☐ A Final Public Notice is required

Comments: The City of New Orleans/Orleans Parish enrolled in the National Flood Insurance Program (NFIP) as of 03/08/1970. Prior to the issuance of the FEMA Louisiana Flood Recovery Guidance issued February 11, 2008, the replacement facility was eligible for reconstruction at the Advisory Base Flood Elevation (ABFE), as shown on Map No. LA-BE31, dated June 5, 2006, within Zone ABFE (EL -1), special flood hazard area inundated by 100-year flood; base elevations (BFE) determined. The Applicant has proposed to construct the new school at this location to the ABFE. Attached memo from FEMA Region 6 Mitigation approves the construction of this school at the ABFE. New construction must be compliant with current codes and standards. The applicant is required to coordinate with the local floodplain administrator regarding floodplain permit(s) prior to the start of any activities. In compliance with Executive Order 11988, an 8-step process, showing considered alternatives, was completed and is attached or on file. As per 44 CFR 9.11 (d) (9), mitigation or minimization standards must be applied where possible. The replacement of building contents, materials and equipment should be, where possible, wet or dry-proofed, elevated, or relocated to or above the community established base flood elevation. Hazardous materials need to be elevated above the 0.2 % annual chance (500-year) flood elevation. A cumulative final public notice was published 10/26/07 - 11/02/07 and is attached or on file.

B. E.O. 11990 - Wetlands

☒ No Effects on Wetland(s) and/or project located outside Wetland(s) - (Review Concluded)
☐ Located in Wetland or effects Wetland(s)
☐ Beneficial Effect on Wetland - (Review Concluded)
☐ Possible adverse effect associated with constructing in or near wetland
☐ Review completed as part of floodplain review
☐ 8 Step Process Complete - documentation on file
Are project conditions required? ☐ YES (see Section V) ☐ NO (Review Concluded)

Comments: None

Correspondence/Consultation/References: U.S. FWS NWI map accessed on-line June 1, 2011

C. E.O. 12898 - Environmental Justice for Low Income and Minority Populations

☒ Project scope of work has no potential to adversely impact any population (Review Concluded)
☐ No Low income or minority population in, near or affected by the project based on information gathered from <http://factfinder.census.gov>. (Review Concluded)
☐ Low income or minority population in or near project area
☐ No disproportionately high and adverse impact on low income or minority population (Review Concluded)
☐ Disproportionately high or adverse effects on low income or minority population
Are project conditions required? ☐ YES (see Section V) ☐ NO (Review Concluded)

Comments: The populations within zip code 70122 are: 23.0% White, 73.2% African American, and 3.2% Hispanic. The median household income in 2000 was \$31,104.00 and 19.9% of families were below poverty level.

Correspondence/Consultation/References: U.S. Census bureau 2009 data at <http://factfinder.census.gov>, referenced June 1, 2011

Correspondence/Consultation/References: Kelly E. Rowe, Environmental Specialist

III. Other Environmental Issues

Identify other potential environmental concerns in the comment box not clearly falling under a law or executive order (see environmental concerns scoping checklist for guidance).

Comments: None

Correspondence/Consultation/Reference:

IV. Extraordinary Circumstances

Yes

- ☐ (i) Greater scope or size than normally experienced for a particular category of action
- ☐ (ii) Actions with a high level of public controversy
- ☐ (iii) Potential for degradation, even though slight, of already existing poor environmental conditions;
- ☐ (iv) Employment of unproven technology with potential adverse effects or actions involving unique or unknown environmental risks;
- ☐ (v) Presence of endangered or threatened species or their critical habitat, or archaeological, cultural, historical or other protected resources;
- ☐ (vi) Presence of hazardous or toxic substances at levels which exceed Federal, state or local regulations or standards requiring action or attention;
- ☐ (vii) Actions with the potential to affect special status areas adversely or other critical resources such as wetlands, coastal zones, wildlife refuge and wilderness areas, wild and scenic rivers, sole or principal drinking water aquifers;
- ☐ (viii) Potential for adverse effects on health or safety; and
- ☐ (ix) Potential to violate a federal, state, local or tribal law or requirement imposed for the protection of the environment.
- ☐ (x) Potential for significant cumulative impact when the proposed action is combined with other past, present and reasonably foreseeable future actions, even though the impacts of the proposed action may not be significant by themselves.

Comments:

V. Environmental Review Project Conditions

Project Conditions:

The following conditions apply as a condition of FEMA funding reimbursement:

1. If during the course of work, archaeological artifacts (prehistoric or historic) or human remains are discovered, the applicant shall stop work in the vicinity of the discovery and take all reasonable measures to avoid or minimize harm to the finds. The applicant shall inform their Public Assistance (PA) contacts at FEMA, who will in turn contact FEMA Historic Preservation (HP) staff. The applicant will not proceed with work until FEMA HP completes consultation with the SHPO. In addition, if unmarked graves are present, compliance with the Louisiana Unmarked Human Burial Sites Preservation Act (R.S. 8:671 et seq.) is required. The applicant shall notify the law enforcement agency of the jurisdiction where the remains are located within twenty-four hours of the discovery. The applicant shall also notify FEMA and the Louisiana Division of Archaeology at 225-342-8170 within seventy-two hours of the discovery. Failure to comply with these stipulations may jeopardize receipt of FEMA funding.
2. Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials (such as asbestos and lead based paint) and/or toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.
3. Per Clean Air Act National Emission Standards for Hazardous Air Pollutant Regulations and Louisiana Administrative Code 33:iii 5151, demolition activities related to possible asbestos-containing materials (PACM) must be inspected for ACM/PACM where it is safe to do so. ACM/PACM must be handled in accordance with local, state and federal regulations and disposed of at approved facilities that accept ACM. Demolition activity notification must be sent to the LDEQ before work begins.
4. Applicant is required to coordinate with the local floodplain administrator regarding floodplain permit(s) prior to the start of any activities. Applicant is responsible for obtaining and retaining all permits and certificates for verification. All coordination pertaining to these permit(s) should be documented to the local floodplain administrator and copies provided to LA GOHSEP and FEMA as part of the permanent project files. In compliance with EO11988, an 8-Step process showing considered alternatives was completed and is attached or on file. As Per 44 CFR 9.11 (D) (9), mitigation or minimization standards must be applied where possible.

5. This project is located within the Louisiana Coastal Management Zone. LA Department of Natural Resources (DNR) has determined that receipt of federal assistance is consistent with the Louisiana Coastal Resource Program. Projects within the coastal zone may still require a coastal use permit or other authorization from DNR.
-

8-STEP PROCESS CHECKLIST

New/Rebuilt Elementary School – At Jean Batiste de Bienville Elementary School Campus Orleans Parish

Date: 6/1/2011
Prepared by: Kelly E. Rowe, CFM, Environmental/Floodplain Specialist, FEMA EHP
Project Title: New Elementary School
Location: Orleans Parish, Louisiana
(Latitude: 30.00967; Longitude: -90.07792)

FEMA-1603-DR-LA

EO 11988-FLOODPLAIN MANAGEMENT EO 11990-WETLAND PROTECTION

STEP 1 Determine whether the proposed action is located in a wetland and/or the 100-year floodplain (500-year floodplain for critical actions [44 CFR 9.4]), or whether it has the potential to affect or be affected by a floodplain or a wetland (see 44 CFR 9.7).

- ☒ The specific project sites are located in a floodplain as mapped on Preliminary DFIRM No. 22071C0115F, dated November 13, 2008, within Zone AE (EL 1); special flood hazard area inundated by 100-year flood; base flood elevations (BFE) determined.
- ☐ The project is located in a wetland as identified by:

STEP 2 Notify the public at the earliest possible time of the intent to carry out an action in a floodplain or wetland, and involve the affected and interested public in the decision making process (see 44 CFR 9.8).

- ☐ Not applicable - Project is not located in a floodplain or in a wetland.
- ☒ Applicable - Notice will be or has been provided by:

A cumulative Initial Public Notice was published statewide
October 21st – November 2nd, 2008.

STEP 3

Identify and evaluate practicable alternatives to locating the proposed action in a floodplain or wetland (including alternative sites, actions and the "no action" option) [see 44 CFR 9.9]. If a practicable alternative exists outside the floodplain or wetland, FEMA must locate the action at the alternative site.

☐ Not applicable - Project is not located in a floodplain or in a wetland.

☒ Applicable - Alternatives identified in the EA Document or described below:

Alternative 1: No action would leave the demolished school campus with inadequate facilities to meet the educational needs of the students in the community near the school site.

Alternative 2: Relocating these facilities outside the 100-year flood event elevation. The area is predominantly composed of special flood hazard areas. The students and community will likely not commute to facilities outside the 100-year flood event area due to the significant distances involved in the commute.

Alternative 3: Building these facilities above or floodproofed for the 100-year flood event elevation. The present 100-year storm base flood elevation, at 1 feet NAVD, is about 6-feet above existing grade.

STEP 4

Identify the full range or potential direct or indirect impacts associated with the occupancy or modification of floodplains and wetlands, and the potential direct and indirect support of floodplain and wetland development, that could result from the proposed action (see 44 CFR 9.10).

☐ Not applicable - Project is not located in a floodplain or in a wetland.

☒ Applicable - Alternatives identified in the EA Document or described below:

The project will shift services to another facility within the floodplain and should not have an adverse affect upon the floodplain or wetlands.

STEP 5

Minimize the potential adverse impacts and support to or within floodplains and wetlands to be identified under step # 4, restore and preserve the natural and beneficial values served by floodplains, and preserve and enhance the natural and beneficial values served by wetlands (see 44 CFR 9.11).

☐ Not applicable - Project is not located in a floodplain or in a wetland.

☒ Applicable - Mitigation measures identified in the EA Document or described below:

In compliance with 44 CFR 9.11, mitigation and minimization standards will be considered and applied, where possible.



FEMA

July 20, 2011

MEMORANDUM FOR: John Connolly
Sr. Public Assistance Advisor
DHS/FEMA Louisiana Recovery Office

FROM: Frank Pagano 
Mitigation Division Director
DHS/FEMA Region 6

SUBJECT: Jean Batiste de Bienville Elementary, New Orleans, Louisiana

The Recovery School District (RSD, Applicant) proposes to construct a new school at 1456 Gardena Dr., New Orleans, Louisiana, the former site of Jean Batiste de Bienville Elementary School. Bienville Elementary School was destroyed by Hurricane Katrina.

Jean Batiste de Bienville Elementary School consisted of Buildings A, B, C, and D, as well as three portable buildings. All of the structures were deemed eligible for replacement based on the FEMA 50 percent rule. Prior to the issuance of the FEMA Louisiana Flood Recovery Guidance issued February 11, 2008, the replacement facility was eligible for reconstruction at the Advisory Base Flood Elevation (ABFE), if available, or three feet above Highest Existing Adjacent Grade (HEAG), whichever was higher. RSD has proposed to construct the new school at this location to the ABFE/HEAG.

As a result of the Digital Flood Insurance Rate Map (DFIRM) (issued November 13, 2008 for Orleans Parish), the elevation requirements for the proposed site of Bienville Elementary School is two feet higher than the ABFE/HEAG. The FEMA Louisiana Flood Recovery Guidance issued February 2008 states that "If PWs for repair or replacement of eligible facilities have had funds obligated, revisions to incorporate the new elevations are not required."

Since Jean Batiste de Bienville Elementary School was eligible for reconstruction at the ABFE/HEAG elevation and the new school maintains the same function at that site, it is reasonable and pragmatic to allow the proposed new school to be reconstructed based on the same elevation criteria. RSD must work with their local floodplain manager to ensure compliance with formally adopted local floodplain ordinances. FEMA will support the determinations of the local floodplain administrator regarding elevation requirements for the proposed project to the ABFE/HEAG.

FEMA is approving the reconstruction of a new school on the former Jean Batiste de Bienville Elementary School site to the ABFE/HEAG. A revision to the proposed project to incorporate

Mr. John Connolly
July 20, 2011
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the DFIRM elevation is not required; however, the applicant must coordinate all reconstruction activities with their local floodplain manager and remain in compliance.

Please do not hesitate to contact us if you have any questions about this determination or need additional information.
