



FirstLine Schools Board of Directors
Meeting Agenda
Thursday, August 23, 2018; 5:00 PM – 7:00 PM
Samuel J. Green, Cafeteria
2319 Valence Street, NOLA 70115

Agenda Item	Action	Who	Materials	Time
1. Roll Call	Attendance Roll call	Najah Shekr		5:00 pm
2. Call to Order and Approval of Minutes from previous board meeting	Motion to Approve	Greg St. Etienne	August 8, 2018, Strategic Planning Meeting minutes	2 min.
3. Audience Introductions		Greg St. Etienne		3 min.
4. Contract Approval Requests	Contract approvals	Joy Altman	Resolution FLS-RSL-18-0018A: Educators for Quality Alternatives and FirstLine Schools Resolution FLS-RSL-18-0091: Sublease Agreement between FirstLine Schools, Inc. and Morris Jeff Community School, Inc. Resolution FLS-RSL-18-0092: MOU regarding Joseph S. Clark and Morris Jeff Community School Resolution FLS-RSL-18-0094: Republic Waste Management	15 min.
5. Governance Committee Report		Arlson Hartman	August 13, 2018, Governance Committee Meeting minutes Revised By-Laws Resolution FLS-RSL-18-0096A: Amendment to FLS By-Laws Governance Committee FY18-19 Goals Roles & Responsibilities (updated)	15 min.
a. By-Law Revisions	Motion to Approve			
b. Committee Goals				
c. Board Member Roles & Responsibilities				

Public Comment Policy: Time before a vote on any motion allows public comment on that specific item. If you are attending the meeting and wish to discuss a matter not on the agenda, please sign in by the beginning of the meeting and indicate you have a comment. You will be allotted a set amount of time during the "public comment period" of the meeting.

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d. Policy Review: Expulsion Policy			Samuel J. Green: pages 30 & 36, Green Family handbook,	
e. Board Diversity Assessment			Board Diversity Assessment	
6. CEO Update: a. Enrollment b. OPSB Accountability and Renewal Framework c. Update on partner organizations d. Whole Child Report Card	Presentation and Discussion	Jay Altman		30 min.
7. Finance Committee Report	Motion to Approve	Greg St. Etienne	June 24, 2018, Finance Committee meeting minutes 2018-19 Proposed Budget for public posting Finance & Audit (Combined) Committee FY18-19 Goals	15 min.
8. Facilities Committee Report	Update		Facilities Committee meeting minutes Facilities Committee FY18-19 Goals	10 min.
9. Development Committee Report	Update	Claudia	Development Committee FY18-19 Goals	10 min.
10. Topic Presentation	Board Development	Tom Shepley and Kirsten Fell	Teacher Professional Development	20 min.
11. Public Comment Period (as needed)				
12. Adjournment	Motion to Adjourn	Greg St. Etienne		7:00 pm

Next Board Meeting Dates (5:00 - 7:00 PM):

- September 12, 2018; Langston Hughes Academy (Annual meeting)
- November 14, 2018; Arthur Ashe Charter School
- January 11th and 12, 2019; Board Retreat at Longue Vue Gardens
- March 27, 2019; FirstLine - Live Oak School
- May 22, 2019; Arthur Ashe Charter School
- August 28, 2019; Samuel J. Green Charter School
- September 11, 2019; Langston Hughes Academy
- November 20, 2019; Arthur Ashe Charter School



**FirstLine Schools Board of Directors
Meeting Minutes**

**Saturday, August 4, 2018, 9:00 AM - 1:00 PM
Arthur Ashe Charter School, Library
1456 Gardena Drive, NOLA**

Board Present: Derius Harrell, Alison Hartman, Carol Starr, Greg St. Etienne, Christy Slater, and Charles West

Board Absent: Monique Cola, George Freeman, and Christian Rhodes

Staff Present: Jay Altman, Claudia Barker, Rebekah Cain, and Sabrina Pence, and Najah Shakir

1. Greg St. Etienne called the meeting to order at 9:17 AM.
2. Alison Hartman moved and Derius Harrell seconded a motion to approve the May 23, 2018 board meeting minutes and the motion passed unanimously.
3. Greg St. Etienne presented a motion to change the order of the August 4, agenda to bring the action items needing a quorum to the beginning of the agenda. Alison Hartman seconded and the motion passed.
4. Greg St. Etienne presented resolution FLS-RSL-18-0082, nominating Greg as Board Chairman and Alison Hartman as Board Vice-Chairman. Derius moved, Carol seconded and the motion passed unanimously.
 - a. Alison Hartman moved to modify resolution FLS-RSL-18-0082 to further stipulate Greg St. Etienne as Board Chairman and Board Treasurer and Alison Hartman as Board Vice-Chairman and Secretary. Both officers will fill dual roles until the September 2018 board meeting.
5. Contract Approvals:
 - a. Greg St. Etienne presented [Resolution FLS-RSL-18-0033A: signatory authority to transfer Joseph S. Clark and FirstLine Live Oak to OPSB](#); transferring to OPSB signature authority for Joseph S. Clark and Live Oak in connection with any and all operating agreements. After discussion, Charles West moved, Christy Slater seconded, and the motion passed unanimously.
 - b. Greg St. Etienne presented [Resolution FLS-RSL-18-0083: Renaissance Learning](#) for approval of ST Math online program services. After discussion, Charles West moved, Christy Slater seconded, the motion passed unanimously.
 - c. Greg St. Etienne presented [Resolution FLS-RSL-18-0084: City Year](#) as amended for approval. After discussion, Carol Starr moved, Charles West seconded, and the motion passed unanimously.
 1. Note: resolution FLS-RSL-18-0084 has been modified to reflect correct contract amount of \$405,000.



- d. Greg St. Etienne presented [Resolution FLS-RSL-18-0085: Lighthouse for the Blind](#) as amended with "maximum cost" for approval. After discussion, Carol Starr moved, Charles West seconded, and the motion passed unanimously.
 - e. Greg St. Etienne presented [Resolution FLS-RSL-18-0086: Communities in Schools](#) for approval. After discussion, Charles West moved, Carol Starr seconded, and the motion passed unanimously.
 - f. Greg St. Etienne presented [Resolution FLS-RSL-18-0087: ANET](#) for approval. After discussion, Carol Starr moved, Charles West seconded, and the motion passed unanimously.
 - g. Greg St. Etienne presented [Resolution: FLS-RSL-18-0088: MQU- ReNEW Therapeutic Program and FirstLine Schools](#) for approval, amended for up to \$120,000 per year. After discussion, Carol Starr moved, Charles West seconded, and the motion passed unanimously.
 - h. Greg St. Etienne presented [Resolution FLS-RSL-18-0089: Mind Research Institute](#) as amended for approval. After discussion, Carol Starr moved, Charles West seconded, and the motion passed unanimously.
6. Greg St. Etienne advised that the board of directors will be reviewing and revising certain financial policies, specifically, regarding procurement and authority to negotiate contracts.
- a. Moving forward, for all contracts requesting board approval will contain a cover sheet, confirming all procurement and RFP requirements have been met.
7. Jay Altman presented the CEO Update:
- a. 2018 LEAP Math, ELA, and Social Studies achievement results on LEAP tests from the 2017-18 school year.
 - b. Enrollment for the 2018-19 as of August 3, 2018.
 - c. 2018-19 priorities.
8. Greg discussed the composition of FirstLine Schools' Board of Directors and future priorities for board development.
- a. Recruitment efforts
 - b. Diversity of skills and backgrounds
9. There were no public comments.
10. Greg St. Etienne moved, and Charles West seconded a motion to adjourn. The motion passed and Greg adjourned the meeting at 12:45 PM.

ALL VOTES MUST BE LIVE, CAST ALOUD AND RECORDED



**RESOLUTION for FIRSTLINE SCHOOLS
FLS-RSL-18-0036A**

Educators Quality Alternatives and FirstLine Schools

WHEREAS, Educators Quality Alternatives (aka "The NET Charter Schools" or "The NET") is a standalone 501(c)(3) corporation operating two public charter schools; and

WHEREAS, FirstLine Schools has been providing fee-based administrative and back office services for The NET for several years and both parties wish to continue the arrangement;

BE IT RESOLVED, on the 23rd day of August 2018, that the Board of Directors authorizes Jay Altman to enter into a [service agreement](#) by which FirstLine will provide the following administrative and operational services in support of The NET:

- Contracted custodial services
- Manage the set-up and maintenance of the food service vendor contract
- Manage desktop support and processing of federal Community Eligibility Program (CEP) status as part of FirstLine's School Food Authority (SFA); this includes administrative filings, audit support, and reimbursements for Federal and State Child Nutrition Program
- Manage procurement of IT equipment

BE IT FURTHER RESOLVED, on the 23rd day of August, 2018, FirstLine Schools Board of Directors approves this fee-based services agreement between The NET and FirstLine Schools in the amount of \$10,000.

Board Secretary _____

Date _____

Printed Name _____

Witness _____

Date _____

Printed Name _____

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P.O. Box 791729, New Orleans, LA 70179-1729 | (504) 267-9038 | www.firstlineschools.org

ALL VOTES MUST BE LIVE, CAST ALOUD AND RECORDED



Votes cast August 23, 2018

No	Board Member	Vote
1.	Greg St. Etienne, Chair and Treasurer	
2.	Allison Hartman, Vice-Chair and Secretary	
3.	Monique Cote	
4.	George Freeman	
5.	Derius Herrell	
6.	Christian Rhodes	
7.	Charles West	
8.	Christy Slater	
9.	Carol Starr	

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**SERVICES AGREEMENT BETWEEN
EDUCATORS FOR QUALITY ALTERNATIVES
AND FIRSTLINE SCHOOLS, INC.**

THIS AGREEMENT is made and entered into as of the 1st day of July, 2012, by and between Educators for Quality Alternatives, a Louisiana non-profit corporation having an address at 1614 Oretta Castle Haley Blvd, New Orleans, LA (hereinafter "EQA") and Firstline School Inc., a Louisiana non-profit corporation having an address at 4200 Canal Street, Ste E, New Orleans, LA (hereinafter "FLS").

WITNESSETH:

WHEREAS, EQA has been authorized by the Louisiana Department of Education ("LDE") to operate a charter school pursuant to Title 17, Chapter 42 of the Louisiana Revised Statutes, as amended (the "Act") and in accordance with the Agreement dated July 1, 2012, between LDE and EQA (the "Charter School Agreement"); and

WHEREAS, FLS and its principals have extensive experience in the operational, financial, & administrative management of charter schools and charter school management organizations; and

WHEREAS, EQA and FLS mutually desire that FLS provide its operational, financial, and administrative services in the start-up and operation of a public charter school to EQA; and

WHEREAS, EQA and FLS mutually desire to create a relationship that will be based on trust, mutual respect and common objectives; and

NOW THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, EQA and FLS do hereby agree as follows:

DEFINITIONS

As used in this document:

"EQA" refers to the Board of EQA

"The School" refers to The NET Charter High School

"Budgeted Charter School Revenue" refers to EQA's gross revenues from any external public funding (e.g., start-up grants, and federal and state funds designated for particular purposes such as Title I and special education) and external revenue sources, but only when such external revenue sources are used by EQA to fund employee and consulting positions or acquire equipment or materials that would be supported by FLS as described in Exhibit 1.

**ARTICLE I
TERM**

1.1 **Term.** The term of this Agreement ("Term") shall commence on July 1, 2012 and expire on June 30, 2015 unless terminated earlier in accordance with the terms and conditions set forth herein in §10.

ARTICLE 2 DESCRIPTION OF CHARTER SCHOOL

2.1 EQA has been granted a charter by the LDE to organize and operate one (1) Type 5 charter school in New Orleans, LA ("the School").

ARTICLE 3 FLS'S PERFORMANCE AND DELIVERY OF SERVICES

3.1 **Contracting Relationship.** EQA is authorized by the LDE and by the Act to organize and operate the School, and is vested by the LDE and the Act with all powers necessary or desirable for carrying out its program, including but not limited to the power to contract for non-educational support (operational, financing and administrative) services. Non-educational support services include all services summarized in Exhibit 1 and those for which FLS would also be responsible pursuant to section 4.1(a) herein. EQA desires for FLS to provide such services pursuant to this Agreement in accordance with applicable sections of the Act and other applicable statutes and regulations and acting consistent with its authority, the Board of Trustees of EQA (herein "Board") hereby contracts with FLS, to the extent permitted by law, for the provision of non-educational support services for the School, subject to the terms and conditions set forth in this Agreement and further subject to the oversight of the Board and the LDE, as provided for in this Agreement, the charter, and by law. FLS acknowledges that this Agreement is subject to the terms of the Charter School Agreement, including EQA's charter application incorporated by reference hereto.

3.2 **Authority.** FLS, in performing its duties and obligations under this Agreement, shall have power and authority, consistent with federal and Louisiana law and subject to the other terms and conditions of this Agreement and the oversight of the Board as provided for herein, to carry out the responsibilities outlined in Section 4.1.

3.3 **Subcontracting and Location of Performance.**

(a) **Subcontracting.** FLS reserves the right to subcontract any and all services specified in this Agreement to public or private subcontractors, as permitted by law, subject to the approval of the Executive Director of EQA or their designee, whose approval will not be unreasonably withheld.

(b) **Location of Performance.** FLS reserves the right to perform certain services off-site from the School or outside of Louisiana, unless prohibited by federal or Louisiana law, rules, or regulations, subject to the approval of the Executive Director of EQA or their designee, whose approval will not be unreasonably withheld.

3.4 Reports

(a) **Reports to Board.** FLS shall provide to EQA in a timely manner and not less than ten business days before date it is due, the information required for its Annual Report to its Board of Directors in a format consistent with the expectations of the Board. In addition, during each school year, such operational, financial and administrative information shall be provided to EQA upon reasonable advance request to enable EQA to monitor the school's non-educational performance. To that end, upon reasonable advanced request, but not less than monthly, FLS shall provide reports on EQA's finances to EQA as provided in section 6.7 herein.

(b) **Report to LDE.** FLS shall collaborate and provide EQA staff with all of the data in their possession, not less than ten business days before the date it is due, in preparing all reports related to the operation of EQA that are required under the Charter School Agreement or requested by LDE. Any and all reports required under the Charter School Agreement or requested by LDE will be presented to the Board for final approval not less than 5 days prior to the required LDE submission date.

ARTICLE 4 ROLES AND RESPONSIBILITIES

4.1 **FLS Responsibilities.** The respective roles and responsibilities at the School for the third-party education service provider are summarized on the attached Exhibit I. Consistent with Exhibit I, FLS shall be responsible for the non-educational aspects of the School's programming including business operations, financial and other administrative activities. EQA and FLS agree that to the extent operational, financial, or administrative requirements related to the School have not been identified in Exhibit I, FLS shall be responsible for such requirement so long as (i) they would not otherwise be construed as being educational services or the delivery of curriculum instruction, professional development, or student assessment, (ii) they are not included in the School's budgets, or (iii) they are not obligations of EQA that are unrelated to the School.

4.2 **Limitations.** FLS shall not enter into agreements or contracts on EQA's behalf without having prior written consent from EQA's executive director or the Board; however, EQA hereby authorizes FLS to enter into agreements and make certain payments of up to \$5,000 consistent with its duties under this Agreement without first seeking separate approval from the Board. In the event of an emergency situation that compromises student safety or the loss of property, FLS may take reasonable action without EQA approval, but shall provide notice of such action to EQA as promptly as reasonably possible.

4.3 **EQA Responsibilities.**

(a) With the cooperation and support from FLS (as needed), EQA staff shall have primary responsibility for: (i) communication with the LDE and other public agencies; (ii) monitoring the performance of the educational service providers providing services at the School; (iii) student discipline decisions; (iv) working capital financing; and (v) long-term maintenance and

renovation of buildings and other School facilities. Subject to the Charter School Agreement, EQA shall be obligated to provide school facilities that are suitable and appropriate for use by the School and which are in compliance with all federal, state and local fire, health, safety, and building codes, and other requirements applicable to public school, including but not limited to the abatement of environmental hazards and the requirements of the Americans with Disabilities Act.

(b) **Annual Audit.** EQA shall select a certified public accountant to conduct an annual independent financial audit of the School's financial accounting, books and records, the cost of which shall be included in the approved budget for the School. FLS shall cooperate fully with the audit. An incomplete or unsatisfactory audit received by EQA will be considered sufficient cause for termination under Article 10.

ARTICLE 5 BOARD POLICIES AND OTHER OBLIGATIONS

5.1 **School Policies.** EQA and FLS are committed to the successful implementation of EQA's educational program, which is based upon the educational programs referenced in the School's charter application. EQA and FLS will collaborate to ensure that policies, rules, regulations, procedures, curriculum, personnel and budget are provided to EQA and FLS to implement the educational program.

5.2 **Records.** Except to the extent expressly waived by LDE, FLS shall comply with all applicable laws concerning the maintenance and disclosure of student records, including the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. §1232g.

5.3 **Family Educational Rights and Privacy Act.** EQA hereby designates employees of FLS as having a legitimate educational interest such that they are entitled to access to education records under 20 U.S.C. §1232g, the Family Educational Rights and Privacy Act. FLS, its officers and employees shall comply with the Family Educational Rights and Privacy Act at all times.

5.4 **Federal and Other Waivers.** EQA shall, with FLS's assistance, apply for and support the waiver of any federal and other rules and regulations that conflict with the implementation of the EQA educational program at the School.

5.5 **Notification of Board Meetings.** EQA shall give FLS reasonable notice of all regular and special meetings of the Board. Such notice of board meetings may be provided to FLS through publication on the School's website. In preparation for each of EQA's board meetings, FLS staff shall meet with EQA's finance committee to discuss the financial status of EQA. At this meeting with EQA's finance committee, FLS shall provide monthly reports as provided in section 6.7 herein. With adequate notice and within confines of FLS scheduling and staffing constraints FLS will provide personnel to report to EQA on FLS's services pursuant to this agreement.

ARTICLE 6 FINANCIAL ARRANGEMENTS

6.1. Application for State and Other Public Funds. EQA, with the support of FLS and the EQA Executive Director, shall comply with the requirements, terms, and conditions of the Act for the purpose of receiving or maintaining EQA's eligibility to receive the appropriate funding for each student enrolled and in attendance at the School. EQA and FLS, pursuant to its obligations under this agreement, shall also comply with the requirements, terms, and conditions of any external public funding (e.g., start-up grants, and federal and state funds designated for particular purposes such as Title I and special education) to which the EQA or its students may be entitled. EQA's gross revenues from such sources are herein referred to as "Budgeted Charter School Revenue". If requested by EQA, FLS shall provide such assistance to EQA in the preparation or review of funding applications for and reports regarding the School. In conjunction with such assistance by FLS, EQA may permit FLS to review and comment on any such applications and reports prior to their submission. EQA shall promptly supply to FLS copies of any communications received in relation to such external public funds.

6.2. Budget Development and Approval. The staffs of FLS and EQA shall develop the annual budget for the School jointly. The budget for each school year shall be provided to the Board for its approval by the 30th of June that precedes the school year, or earlier if required by the Act or LDE. A projected budget for the school years 2012-13 through 2015-16 is attached hereto as Exhibit 2.

6.3. Budget Monitoring. FLS shall report to EQA and compare expenditures to budget each month and will report to the Board and provide explanation for material deviations. If the Charter School Revenues reasonably projected to be received during the fiscal year with respect to EQA fall below those projected in the budget, FLS and EQA shall cooperate to adjust expenditures at the school to offset such revenue shortfalls. Upon request, EQA shall be provided access to all budgeting materials.

6.4. FLS Compensation. As compensation for the services provided by FLS under this Agreement, FLS shall receive a services fee equal to 5% of the Budgeted Charter School Revenue received by EQA for the term of this contract, unless explicitly waived in writing by FLS. Payments shall be retained by FLS within ten (10) days of receipt of Charter School Revenues by EQA.

6.5. Grant Applications. The parties recognize that EQA seeks to provide programs and services that are supplemental to the prevailing area public school's educational program and that EQA will seek external source revenue (such as competitive grants) to assist in the provision of these enriched programs. EQA may solicit and receive grants and donations for its own use consistent with the mission of EQA provided that in the case of any grants or donations that require implementation in the School, EQA acts in consultation with FLS and the School principal. EQA reserves the right to apply for and use grant funds in any of its school programs. Upon EQA's request, FLS shall provide technical assistance for the preparation of the applications for such funds in a timely manner. Any such monies received by EQA for school-related expenses that are included in the EQA operating budget approved by the Board shall be included as Budgeted Charter School Revenue, but only when such external revenue sources are used by EQA to fund employee and

consulting positions or acquire equipment or materials that would be supported by FLS as described in Exhibit 1.

6.6 Financial and Business Records. FLS shall, on behalf of EQA, maintain accurate financial and business records pertaining to the operation of the School. FLS agrees to maintain such records at all times during the Term of this Agreement. Upon the termination or expiration of this Agreement, FLS agrees to transfer or transfer control of such records to EQA. FLS also agrees that, consistent with applicable federal and Louisiana laws and regulations concerning the maintenance and disclosure of such records, EQA's financial records shall be made available to LDE or any appropriate regulatory agency entitled by law to review such records, upon reasonable advance request. At all times EQA will have immediate access to the Financial and Business Records under the control of FLS and as much as possible that access will be shared in a manner that allows concurrent review of those records. FLS also acknowledges that all financial statements and records pertaining to the School are subject to an independent annual audit. FLS agrees to cooperate fully with the independent auditor and to make available all financial and other records pertaining to the School to such independent auditor as requested in a timely manner.

6.7 Monthly, Quarterly and Annual Financial Reports. FLS shall provide monthly, quarterly and annual reports on the School finances to the Board, which shall include statements of all revenues received, from whatever source, with respect to the School and statements of all expenditures for services rendered to or on behalf of the school and students who attend the school. Quarterly financial reports for the Board shall be prepared no later than 60 days following the close of the quarter; and annual financial reports shall be prepared no later than 120 days following the close of the fiscal year. FLS shall also provide the Board with all financial reports required by the Charter School Agreement or the LDE.

6.8 Income Taxes. FLS shall assist EQA in the preparation of all applicable state and federal income tax returns required of EQA. All costs of any CPA or professional services support needed to complete required tax returns will be the responsibility of EQA.

ARTICLE 7 PERSONNEL

7.1 Personnel. EQA shall be the employer of all employees of the School unless otherwise agreed in writing by FLS and EQA. FLS shall administer the payroll, retirement, and employee benefits programs for the school on behalf of EQA, but shall not have any financial obligation to fund any payroll or benefit programs of the School.

7.2 Union Grievances. In the event that there is a collective bargaining relationship with any union which might represent employees of EQA or the School, FLS shall bear no responsibility for resolution of such grievances.

7.3 Personnel Policies. Neither EQA nor FLS shall illegally discriminate against any employee or applicant for employment on the basis of race, creed, color, sex, national origin,

religion, ancestry, age, disability, marital status, citizenship, veteran status, or sexual orientation in its recruitment, selection, training, utilization, termination or other employment-related activities.

ARTICLE 8 WARRANTIES AND REPRESENTATIONS

8.1 Representations and Warranties of EQA. EQA represents and warrants that it is a nonprofit corporation duly organized and existing under the laws of Louisiana, and that it has the authority under Louisiana law to execute, deliver and perform this Agreement, to incur the obligations provided for under this Agreement and to contract with FLS for FLS to provide the services set forth in this Agreement.

8.2 Certification by EQA as to Pending Claims. EQA certifies that, as of the date of execution of this Agreement, there are no pending actions, claims, suits or proceedings, to the knowledge of EQA, threatened or reasonably anticipated against or affecting EQA, which if adversely determined, would have a material adverse affect on the ability of EQA to perform its obligations under this Agreement. Further, EQA warrants that the information it has furnished FLS concerning the EQA's finances, revenues, and projected student enrollment is accurate and the latest information available at the time of the execution of this Agreement.

8.3 Representation and Warranties of FLS. FLS represents and warrants that it is a corporation duly organized and existing under the laws of Louisiana, and that it has the authority under Louisiana law to execute, deliver and perform this Agreement. FLS further represents and warrants that this Agreement constitutes a legal, valid and binding obligation of FLS enforceable in accordance with its terms.

8.4 Certification by FLS as to Pending Claims. FLS certifies that, as of the date of execution of this Agreement, there are no pending actions, claims, suits or proceedings, to the knowledge of FLS, threatened or reasonably anticipated against or affecting FLS, which if adversely determined, would have a material adverse affect on the ability of FLS to perform its obligations under this Agreement.

ARTICLE 9 INDEMNIFICATION

9.1. Legal Representation and Costs.

- (a) Except as expressly provided herein, each party shall bear its own legal costs.
- (b) Except where there is no actual or potential conflict of interest, EQA and FLS shall fully cooperate with legal counsel for one another in connection with any legal claim asserted against either of them.

9.2. Challenges to the Legality of this Agreement. Should any claim, demand, or suit be filed against EQA which arises out of any claim that this Agreement or any part thereof is in violation of law, or of any constitutional provision, statute, law, rule, contract, or collective bargaining agreement binding upon EQA, EQA agrees to promptly notify FLS and shall actively seek its assistance and participation in the defense of such claim.

9.3. Indemnity to Property or Person.

(a) FLS shall indemnify and save and hold EQA and their employees, officers, directors, subcontractors and agents harmless from any and all claims, demands, suits, costs, judgments, or other forms of liability to third parties, actual or claimed, including attorney fees, for injury to property or persons, occurring or allegedly occurring in, on or about the School from the grossly negligent or reckless actions and omissions or willful misconduct committed by FLS or by its employees, officers, directors, subcontractors, agents during the term of this Agreement or any renewal thereof.

(b) EQA shall indemnify and save and hold FLS and their employees, officers, directors, subcontractors and agents harmless from any and all claims, demands, suits, costs, judgments, or other forms of liability to third parties, actual or claimed, including attorney fees, for injury to property or persons, occurring or allegedly occurring in, on or about the School from the grossly negligent or reckless actions and omissions or willful misconduct committed by EQA or by its employees, officers, directors, subcontractors, agents during the term of this Agreement or any renewal thereof.

(c) EQA shall indemnify and save and hold FLS harmless from any and all claims, demands, suits, costs, judgments or other forms of liability to third parties, actual or claimed, of whatsoever kind or character, including attorney fees, for injury to property or persons, occurring or allegedly occurring or arising out of any environmental conditions existing or allegedly existing at any of the School, unless such conditions have been created by substances brought onto the site by FLS.

9.4. No Waiver. The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability to third parties provided or available to any of the parties under applicable state governmental immunities laws.

ARTICLE 10 TERMINATION

10.1 Termination.

(a) Mutual Agreement. This Agreement may be terminated prior to its expiration by mutual written agreement of the Parties, which agreement shall state the effective date of termination.

(b) **Termination for Cause.** Either party may terminate this Agreement for cause prior to the end of the term specified in Article 1, for any of the reasons set forth in paragraphs (1) through (5) below.

(1) If either substantially breaches any of the material terms and conditions of this Agreement and fails to remedy such breach within 90 days after receipt of written notice of such breach from the offended party; or

(2) If there occurs an enactment, repeal, promulgation or withdrawal of any federal, state, or local law, regulation, or court or administrative decision or order which, after all possible appeals, results in a final judgment or finding that this Agreement or the operation of the School in conformity with this Agreement violates either party's responsibilities, duties or obligations under Louisiana or federal constitutions, statutes, laws, rules or regulations.

(3) If FLS commits willful misconduct or gross negligence in the performance of its duties under this agreement.

(4) If EQA receives an incomplete or unsatisfactory audit due to the action or inaction of FLS.

(5) If after written warning, FLS continues unsatisfactory performance of its obligations herein, including failure to timely report or cooperate with the requests of EQA.

(c) **Termination for Convenience.** Either party may terminate this Agreement by providing six months notice by December 31 of any year, for termination to be effective on June 30 of the following year.

(d) In the event of termination, any compensation due to FLS under Article 6 above shall be pro-rated through the effective date of termination. However, in the event of termination, FLS shall cooperate fully with any incomplete or unsatisfactory audit of EQA.

10.2 Remedies. The parties agree to cooperate in good faith in all actions relating to this Agreement, to communicate openly and honestly, and generally to attempt to avoid disputes in connection with this Agreement. If, nevertheless, a dispute should arise in connection with this Agreement, the parties agree to use their best efforts to resolve such dispute in a fair and equitable manner and without the need for expensive and time-consuming litigation. In the event any dispute arises between EQA and FLS concerning this Agreement, it shall be resolved in accordance with the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration Association. Termination of this Agreement in accordance with Section 10.1 shall be the sole remedy for breaches of this Agreement except for any breach of any obligation to make monetary payments to the other party.

ARTICLE 11 MISCELLANEOUS

11.1 Exclusivity. EQA agrees that FLS shall be the sole provider of comprehensive non-educational support services for the School.

11.2 Insurance. During the Term of this Agreement EQA shall maintain insurance as required under the Charter School Agreement, and shall name FLS as an additional insured. During the Term of this Agreement FLS shall maintain insurance as required under the Charter School Agreement, and shall name EQA as an additional insured under all applicable policies including errors and omissions and or directors and officers policy.

11.3 Non-solicitation of Employees. From the effective date of this Agreement, and for a period extending twelve months beyond the expiration or termination of this Agreement, neither party shall hire or attempt to hire any persons that were employed by the other party in the previous twelve months, without the written consent of the other party. In the event written consent is not granted, the sole remedy for violation of this Section 14.2 shall be a payment of liquidated damages to the offended party equal to 25% of the salary and bonus of the solicited employee for the initial year of employment by the offending party.

11.4 Force Majeure. Neither party shall be liable if the performance of any part or all of this contract is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

11.5 Independent Contractor Status. The parties to this Agreement intend that the relationship between them created by this Agreement is that FLS is an independent contractor of EQA, and not employer-employee. No agent, employee, or servant of FLS shall be deemed to be the employee or servant of EQA except as expressly acknowledged in writing by EQA.

11.6 No Third Party Beneficiary Rights. No third party, whether a constituent of EQA or otherwise with the exception of EQA's Executive Director, may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, EQA or FLS in this Agreement. This Agreement is not intended to create any rights of a third party beneficiary.

11.7 Construction and Enforcement. This Agreement shall be construed and enforced in accordance with the laws of Louisiana.

11.8 Entire Agreement. This Agreement and Exhibits hereto and shall constitute the full and complete agreement between the parties hereto. All prior representations, understandings and agreements, with the sole exception of the Previous Agreements, are merged herein and are superseded by this Agreement.

11.9 Amendments. This Agreement may be altered, amended, changed or modified only by agreement in writing executed by the CEO of FLS and the Chair of the Board of EQA.

11.10 Section Headings. The section headings shall not be treated as part of this Agreement or as affecting the true meaning of the provisions hereof. The reference to section numbers herein shall be deemed to refer to the numbers preceding each section.

11.11 Invalidity of Provisions of This Agreement. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

11.12 Assignment. This Agreement shall not be assigned by either party, with the exception of assignment to successors in interest, without the prior written consent of the other party, which shall not be unreasonably withheld, provided that FLS may, without consent of EQA, delegate the performance but not responsibility for such duties and obligations of FLS as specifically set forth herein.

11.13 No Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

11.14 Survival. All representations, warranties and indemnities made herein shall survive termination of this Agreement.

11.15 Notices. All notices required or permitted by this Agreement shall be in writing and shall be either personally delivered or sent by nationally-recognized overnight courier, telecopy or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may from time to time give notice changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally-recognized overnight courier, on the date set forth on the receipt of a telecopy or facsimile, or upon the earlier of the date set forth on the receipt of registered or certified mail or on the fifth day after mailing.

To FLS at:
Jay Altman
Firstline School Inc.
4200 Canal Street
New Orleans, LA 70119

with a copy to:
David Durand
Firstline Schools Inc.
4200 Canal Street
New Orleans, LA 70119

To EQA at:
Elizabeth Ostberg
Executive Director
Educators for Quality Alternatives
1614 Oretta Haley Blvd
New Orleans, LA

with a copy to:
Kristina Kent
Board Chair, EQA
1328 Lowerline St.
New Orleans, LA 70118

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

EDUCATORS FOR QUALITY ALTERNATIVES INC.

By: 

Name: Kristina M. Kent

Title: Board Chair

FIRSTLINE SCHOOLS

By: 

Name: Iry Altman

Title: CEO

**EXHIBIT 1
SCOPE OF WORK**

Finance	Facilities / Food Service / Transportation	Information Technology	Data	Human Resources	Academic
Budget development and management	Assist with: Site identification, build out, and relocation	Manage the set-up and maintenance of infrastructure	Set up PowerSchool Student Information System	Review and consultation on personnel policies and procedures	Special Education Compliance, e.g., Student files, IEPs, Service schedules, etc....
Financial Reporting 1. Balance Sheet 2. Profit and loss statement 3. Variance reporting 4. Bank reconciliations	Maintenance management assistance 1. Work order system 2. Facility inspections, compliance reporting, permitting	Manage desktop support	Submit LDOE state reports and consult/support NET FOIA Director on correcting reporting errors	Consultation and support for incidents involving personnel without violating the employee right to privacy	Curriculum / Academic Consulting - e.g., Paired Progression Plan review
Payroll processing	Custodial / Contracted Services management	Manage procurement of IT equipment		Consultation support for personnel record keeping and certification management	Shared Services, e.g., nursing, ESL, APE, PD
Purchase processing	Management of Food Service vendor	Manage e-mail and user account set-up and closing			Personalized Learning consulting

Finance	Facilities / Food Service / Transportation	Information Technology	Data	Human Resources	Academic
State compliance reporting 1. AFR 2. Support maintenance of effort requests	Management and processing of FNR paperwork, administrative filings, audit support, and reimbursements for Federal and State Child Nutrition Program				Policy and procedure review
Technical support and management of public grants	Support and consultation regarding regular, ESS and field trip transportation				

Table 1: Summary of Major Investments and Expenditures						
Category	2011	2012	2013	2014	2015	2016
Capital Expenditures						
Construction of new roads	150	200	250	300	350	400
Construction of bridges	100	150	200	250	300	350
Construction of water supply systems	50	70	90	110	130	150
Construction of health facilities	30	40	50	60	70	80
Construction of schools	20	30	40	50	60	70
Construction of housing	10	15	20	25	30	35
Construction of other infrastructure	5	10	15	20	25	30
Operating Expenditures						
Salaries and wages	1000	1100	1200	1300	1400	1500
Utilities	500	550	600	650	700	750
Transportation	300	350	400	450	500	550
Communication	200	250	300	350	400	450
Printing and stationery	100	120	140	160	180	200
Travel	50	60	70	80	90	100
Repairs and maintenance	40	50	60	70	80	90
Depreciation	30	35	40	45	50	55
Interest on loans	20	25	30	35	40	45
Other	10	15	20	25	30	35
Total Expenditures	1800	2100	2400	2700	3000	3300
Revenue						
Tax revenue	1000	1100	1200	1300	1400	1500
Grants and aid	500	600	700	800	900	1000
Interest income	200	250	300	350	400	450
Other income	100	120	140	160	180	200
Total Revenue	1800	2100	2400	2700	3000	3300
Surplus/Deficit	0	0	0	0	0	0

EQA

EDUCATORS FOR QUALITY ALTERNATIVES

NET CHARTER
HIGH SCHOOL

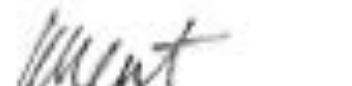
The following serves as assurance that should Educatooes for Quality Alternatives (EQA) be awarded support from the Walton Family Foundation, any goods purchased with this funding will be and remain the property of the NET Charter High School and not the property of FirstLine Schools.



Jay Altman, CEO
FirstLine Schools

2/19/13

Date



Kristine Kent, Board President
Educators for Quality Alternatives

2/15/13

Date

ALL VOTES MUST BE LIVE, CAST ALOUD AND RECORDED



**RESOLUTION for FIRSTLINE SCHOOLS
FLS-RSL-18-0091**

**Memorandum of Understanding
Morris Jeff Co-Location at Joseph S. Clark Cost Sharing / Sublease**

WHEREAS, Morris Jeff Community School is co-located with Joseph S. Clark High School, at 1301 N. Derbigny Street, New Orleans, Louisiana; and

WHEREAS, Morris Jeff and FirstLine Schools wish to share the expenses associated with operating the school.

BE IT RESOLVED, on the 23rd day of August 2018, the FirstLine Board of Directors agrees to authorize Chief Executive Officer Jay Altman to enter into a Sublease Agreement between FirstLine Schools, Inc. (herein referred to as "Sublessor") and Morris Jeff Community School, Inc. (herein referred to as "Sublessee") for a one-year term, commencing on July 1, 2018, and expiring on June 30, 2019, with a usage fee arrangement as stipulated in the agreement.

BE IT FURTHER RESOLVED, that the Sublessor will procure and manage the following vendors/services and will bill Sublessee for their portion of the costs, which are to be shared at a pro-rated 80% (Sublessee) / 20% (Sublessor) basis, based on actual costs.

Sublease of Joseph S. Clark HS facility to Morris Jeff Community School (using OPSS sublease template)

Board Secretary _____ Date _____
Printed Name _____
Witness _____ Date _____
Printed Name _____

Votes cast August 23, 2018

No	Board Member	Vote
1.	Greg St. Etienne, Chair and Treasurer	
2.	Alison Hartman, Vice-Chair and Secretary	
3.	Monique Cole	
4.	George Freeman	
5.	Derius Hamell	
6.	Chrissen Rhodes	
7.	Charles West	
8.	Chrisy Sistrer	

ALL VOTES MUST BE LIVE, CAST ALOUD AND RECORDED



9.	Carol Starr	
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SUBLEASE AGREEMENT

1. PARTIES

This Sublease Agreement is entered into by and between FirstLine Schools, Inc. (herein referred to as "Sublessor") and Morris Jeff Community School, Inc. (herein referred to as "Sublessee"). Sublessor and Sublessee may each be referred to individually as "Party" and collectively as the "Parties."

2. PROPERTY AND PREMISES

2.1 The Parties recite that Sublessor has leased Joseph Clark High School located at 1301 N. Derbigny St., New Orleans, LA 70116 (hereinafter the "Property") from the Orleans Parish School Board ("OPSB") by Facilities Lease effective July 1, 2018 (hereinafter the "Primary Lease").

2.2 Sublessor hereby agrees to sublet to Sublessee certain designated spaces at the Property, as described in Exhibit A hereto.

2.3 Sublessee shall have the exclusive use of such designated spaces and other areas as mutually agreed by the Parties from time to time. Sublessee shall have a non-exclusive right of use of common areas, including, but not limited to cafeterias, auditoriums, adjacent parking lots, playgrounds, athletic fields and any buildings belonging to the Property. All areas subject to Sublessee's exclusive or non-exclusive use are herein referred to as "the Premises."

2.4 The Parties shall cooperate in all aspects of the maintenance, operation and occupancy of the Property, and shall share various costs of maintenance and occupancy of the Property. Please refer to Exhibit B for a full breakdown of services and cost sharing.

2.5 Sublessee understands that all activities at the Property are governed by the Primary Lease, the terms and conditions of which are incorporated into this Sublease by reference. Sublessee will not do anything to cause a default under or violation of the Primary Lease.

2.6 If any provisions of this Sublease Agreement conflict, in whole or in part, with the terms of the Primary Lease, the terms and conditions of the Primary Lease shall control.

3. USE FEE

3.1 Sublessor and Sublessee shall pay their respective shares of the facility Use Fee obligation to OPSB based on the Occupancy Sharing Ratio, unless another arrangement is mutually agreed to by Parties and OPSB. Failure to pay may be grounds for termination of this Sublease Agreement in accordance with the provisions of Section 21 of this Sublease Agreement.

4. TERM

4.1 This Sublease Agreement shall begin on July 1, 2018 (the "Effective Date"), and terminate on June 30, 2019, unless otherwise terminated for any reason permitted under this Agreement or the law. The Sublease Agreement may be extended by written agreement of the Parties.

4.2 Irrespective of the term stated above, this Sublease Agreement shall terminate upon termination of the Primary Lease.

4.3 Sublessee may, at any time, terminate this Sublease Agreement upon thirty (30) days notice. In the event that Sublessee exercises this right under this Subsection, Sublessee shall remain responsible for any and all costs associated with the Premises, including, but not limited to utility, service, and routine maintenance contract charges, that accrue on or prior to the agreed upon termination date.

5. CONDITION OF PROPERTY

5.1 Except as may otherwise specifically be set forth in this Sublease Agreement, Sublessee accepts the Property in its "as is" condition, that is, the condition or state in which the Property exists at the beginning date of this Sublease Agreement, without representation or warranty, expressed or in writing, in fact or in law, oral or written, by Sublessor. Sublessee hereby assumes and agrees to accept all risk of any and all defects, infirmities and conditions in or on the Property, whether or not any such defects, infirmities or conditions are patent or latent and would or would not be disclosed by reasonable inspection.

5.2 Sublessee has had a full opportunity to inspect the condition and nature of the Property.

6. PRE-OCCUPANCY INSPECTION

6.1 Prior to occupancy of the Property by Sublessee, representatives from the OPSB, Sublessor and Sublessee shall perform an inspection of the structural integrity, mechanical systems, communications system, building interior and exterior, including an inspection of the roof, and landscaping of the Property. The Parties shall complete a building inspection report listing the condition of all building structural and building systems.

7. PERMITTED USES OF PROPERTY

7.1 Sublessee shall use the Property solely for the purpose of conducting classes and activities incidental to the lawful operation of Sublessee's school and consistent with the mission and purpose of the Charter Operating Agreement between the Sublessee and the OPSB, and as may be amended. Sublessee shall not use the Property for anything other than the permitted use, without Sublessor's prior written approval. Sublessee shall adhere to OPSB Policy KF, *Use of School Facilities*.

7.2 Sublessee shall not use or allow the Property to be used or occupied for any unlawful purpose, or in violation of any Applicable Law.

7.3 Failure to use the Property for its permitted use may be grounds for termination in accordance with the provisions of Paragraph 21 of this Sublease Agreement.

8. CONTENTS

8.1 Sublessor may provide the contents, including, but not limited to furniture, equipment and supplies, in the leased Property. Ownership of the contents will remain with Sublessor or OPSB, as applicable, and do not constitute an asset of Sublessee. Prior to occupancy, Sublessor shall provide Sublessee with an inventory report of all contents provided by Sublessor. Both parties shall sign the inventory report, which shall acknowledge receipt of the contents by Sublessee. A copy of the inventory report shall be attached to this Sublease Agreement as Exhibit C.

8.2 Sublessee will be responsible for any damage or destruction to any contents purchased by Sublessor or the OPSB. Repair and/or replacement of damaged, lost or stolen contents shall be the sole responsibility of Sublessee. Sublessee shall be responsible for taking ordinary care to protect and preserve any and all contents in the leased Property. At the termination of this Sublease Agreement, Sublessee shall return the contents to Sublessor in substantially the same quality and quantity as provided at the beginning of this Sublease Agreement, ordinary wear and tear excepted.

9. CARE OF PREMISES

9.1 Sublessee shall, at Sublessee's sole cost and expense, be responsible for taking ordinary care to protect and preserve any and all parts of the Premises, including the grounds and landscaping, that Sublessee, its employees, officers, agents, representatives, contractors, or invitees may traverse incidental to the use of the Premises. Sublessee shall keep the Premises in good working order and in a safe and sanitary condition, ordinary wear and tear excepted, all in accordance with the requirements of La. R.S. 17:3996. Sublessee shall be responsible for all maintenance and repair of the Premises. (See Exhibit B for further details).

9.2 In the event Sublessee fails to maintain any property or equipment or pay any service contracts for the routine preventative maintenance on any equipment in the Premises, Sublessor reserves the right to provide such services, maintenance and/or repairs at Sublessee's expense. Failure to maintain any property or equipment or maintain any service contracts for routine preventative maintenance may be grounds for termination of this Sublease Agreement in accordance with the provisions of Section 21 of this Sublease Agreement.

9.3 Sublessee shall be responsible for immediately reporting any repairs that become necessary and shall take all precautions to mitigate further damages. Sublessor reserves the right to seek reimbursement from Sublessee if Sublessee fails to report and/or mitigate any damages. Any damage caused by Sublessee, Sublessee's employees, agents, representatives, contractors, or invitees shall be repaired at Sublessee's expense.

9.4 Sublessor shall have the right to inspect the Premises, in accordance with Section 16, at any time to make operational repairs if Sublessee fails to do so. Sublessee shall be responsible for costs of any repairs Sublessor may be required to perform under the terms of the Primary Lease.

9.5 Failure to properly maintain the Premises may constitute grounds for termination of this Sublease Agreement, in accordance with the provisions of Section 21 of this Sublease Agreement.

10. ALTERATIONS

10.1 Sublessee shall not make any changes, alterations, or installations to the Property, including but not limited to wiring, flooring, adding or deleting walls and/or partitions, even at Sublessee's expense, without the express and prior written consent of Sublessor and OPSB, subject to any reasonable conditions as Sublessor and/or OPSB may impose. Sublessee is prohibited from altering, accessing, configuring, installing or maintaining the Property's communication/IT network infrastructure and equipment. Sublessee is further prohibited from allowing any third party to alter, access, configure, install or maintain the Property's communication/IT network infrastructure and equipment. Equipment includes, but is not limited to, servers, switches, routers, WAPs, telephones, call managers, security devices, filters, VPNs, firewalls, and wireless networks. Any such changes, alterations or installations initiated by Sublessee, with Sublessor's approval, shall be paid for by Sublessee unless Sublessor and Sublessee agree otherwise in writing.

10.2 Sublessee shall not change any keys or any locks on any doors in the Property, without prior written permission from Sublessor.

10.3 Any approved changes or alterations shall be performed by a licensed contractor with proper bonding and insurance naming Sublessor and OPSB as additional insureds. Copies of the contractor's bonding and insurance shall be provided to Sublessor. Any approved changes, alterations or installations made by Sublessee shall not diminish the value of the Property. Sublessor shall reserve the right to inspect any work performed by Sublessee's contractor.

10.4 Unless agreed upon by the parties at the time alterations are approved by Sublessor, any physical additions or improvements to the Property will become property of OPSB. At the termination of this Sublease Agreement, Sublessor may require Sublessee, at Sublessee's expense, to remove any physical additions, changes, alterations or improvements, or repair any changes, alterations or improvements and restore the Property to the condition in which it existed at the beginning of this Sublease Agreement. At the time Sublessor approves any changes, alterations or improvements to the Property, Sublessee shall be informed whether or not such changes, alterations or improvements, must be removed at the termination of this Sublease Agreement.

10.5 Any material changes, alterations or improvements made without prior approval may be grounds for termination of this Sublease Agreement. Sublessee shall be fully responsible for payment of any damages caused by unauthorized changes, alterations or improvements.

11. INDEMNIFICATION

11.1 Sublessee shall fully indemnify and hold harmless Sublessor and its employees, contractors, and subcontractors against all losses, claims, damages, liabilities, penalties, obligations and expenses, including, without limitation costs for counsel, when incurred, incidental to, caused by, connected with, relating to, arising out of, or based upon, directly or indirectly, Sublessee's use of, and/or activities on, the Property or the use of, and/or activities on, the Property by Sublessee's employees, contractors, or subcontractors.

Sublessor shall fully indemnify and hold harmless Sublessee and its employees, contractors, and subcontractors against all losses, claims, damages, liabilities, penalties, obligations and expenses, including, without limitation costs for counsel, when incurred, incidental to, caused by, connected with, relating to, arising out of, or based upon, directly or indirectly, Sublessor's use of, and/or activities on, the Property or the use of, and/or activities on, the Property by Sublessor's employees, contractors, or subcontractors.

The Parties shall fully indemnify and hold harmless OPSB and its employees, contractors, and subcontractors against all losses, claims, damages, liabilities, penalties, obligations and expenses, including, without limitation costs for counsel, when incurred, incidental to, caused by, connected with, relating to, arising out of, or based upon, directly or indirectly, either Party's or both Parties' use of, and/or activities on, the Property or the use of, and/or activities on, the Property by either Party's or both Parties' employees, contractors, or subcontractors.

11.2 All the foregoing indemnification provisions shall apply to permitted uses, as well as uses that are not permitted under this Sublease Agreement.

11.3 Notwithstanding any provision to the contrary contained in this Sublease Agreement, Sublessor acknowledges that Sublessee's obligation to indemnify and hold Sublessor harmless under Section 11.1 shall not extend to any loss arising out of the gross negligence or willful misconduct of Sublessor or any of its employees or agents.

12. OBLIGATION TO INSURE

12.1 Property insurance for contents and other physical property procured by Sublessee shall be the sole responsibility of Sublessee.

12.2 Property and/or flood insurance procured by a third party shall not relieve Sublessee from obtaining any other insurance required under this Sublease Agreement.

12.3 Sublessee shall maintain comprehensive general liability insurance with a minimum of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, as required by the Charter School Contract. Any insurance obtained by Sublessee shall provide the OPSB with the ability to file a claim for any loss of property owned or purchased with state or local funds. Sublessee shall provide Sublessor and OPSB with a Certificate of Liability Insurance prior to occupancy of the Property.

12.4 Sublessee's obligation to procure insurance shall apply to permitted uses, as well as uses that are not permitted uses under this Sublease Agreement.

12.5 Sublessee shall immediately notify Sublessor whenever any event occurs that will require the filing of a claim.

13. UTILITIES

13.1 Sublessor and Sublessee shall jointly be responsible for the payment of all utilities and services, including, but not limited to, the payment of electricity, heat, light, power, gas, water, sewerage and drainage, all telephonic services, and all other charges by public utilities of every kind for services furnished to the Property during the term of the Sublease Agreement unless another arrangement is mutually agreed to by Parties and OPSB. In the event Sublessor receives any bills for any penalties, fines, interest or other costs due to Sublessee's non-payment of bills, Sublessor shall promptly forward said bills to Sublessee for payment.

13.2 Non-payment of utility may be grounds for termination of this Sublease Agreement, in accordance with the provisions of Section 21 of this Sublease Agreement.

13.3 The Parties shall share all such utility bills in accordance with Exhibit B.

14. JANITORIAL AND SANITATION DISPOSAL SERVICES

Sublessor and Sublessee shall jointly be responsible for providing janitorial services, including all sanitation disposal services, pest control services, and city inspections unless another arrangement is mutually agreed to by Parties and OPSB. The Parties shall share all such bills in accordance with Exhibit B.

15. HAZARDOUS MATERIALS

15.1 Sublessee shall comply with all Environmental Laws relating to the use or occupation of the Property as required by La. R.S. 17:3996, including, but not limited to the Asbestos Hazardous Emergency Response Act (AHERA, 15 USC § 2641, *et seq.*).

15.2 Sublessee shall not be allowed, cause or permit any hazardous materials to be generated, used, treated, released, stored, or disposed of in or about the Property by Sublessee or Sublessee's employees, agents, etc., provided that Sublessee may use and store normal and reasonable quantities of standard cleaning and office materials, as long as such materials are properly, safely, and lawfully stored and used by Sublessee, and the quantity of such materials does not equal or exceed a "reportable quantity" as defined in 40 CFR §§ 302 and 305, and as may be amended. In no event shall Sublessee cause or permit the deposit, release or discharge any Hazardous Materials to the soil or groundwater of the Property.

15.3 Sublessee shall promptly notify Sublessor, in writing, if Sublessee has or acquires notice or knowledge that any Hazardous Material has been or is threatened to be released, discharged, disposed of, transported, or stored on, in, under, or from the Property. Sublessee shall immediately notify Sublessor, and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports, or notices relating to the condition of the Property or compliance with Environmental Laws. Sublessee shall promptly deliver to Sublessor copies of all notices, reports, correspondence and submissions made by Sublessee to the United States Environmental Protection Agency (EPA), the United States Occupational Safety and Health Administration (OSHA), the Louisiana Department of Environmental Quality (DEQ), the Louisiana Department of Health and Hospitals (DHHS), or any other Governmental Authority that requires submission of any information concerning environmental matters or hazardous waste or substances pursuant to Environmental Laws.

15.4 Sublessee agrees to indemnify, defend (with counsel reasonably acceptable to Sublessor at Sublessee's sole cost) and hold Sublessor its employees, contractors, agents, etc., harmless from and against all Environmental liabilities and costs, liabilities and obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (including consequential damages), disbursements or expenses of any kind (including attorneys' and experts' fees and fees and expenses incurred in investigating, defending, or prosecuting any litigation, claim, or proceeding) that may at any time be imposed upon, incurred by or asserted or awarded against Sublessee or any of them in connection with or arising from or out of:

- a) any misrepresentation, inaccuracy or breach of any warranty, covenant or agreement contained or referenced to in this Section; or
- b) any violation by Sublessee of any Environmental Law.

15.5 For purposes of this Section, "Hazardous Materials" means any substance or material (i) the presence or suspected presence of which requires or may require investigation, response, clean-up, remediation or monitoring, or may result in liability, under any Governmental Requirement; (ii) that is or contains a hazardous substance, waste, extremely hazardous substance, hazardous material, hazardous waste, hazardous constituent, solid waste, special waste, toxic substance, pollutant, contaminant, petroleum or petroleum derived substance or waste, and related materials, including, without limitation, any such materials defined, listed, identified under or described in any Environmental Law; (iii) that is flammable, explosive, radioactive, reactive, toxic, corrosive, infectious, carcinogenic, mutagenic or otherwise hazardous, or is or becomes regulated under any Environmental Law; (iv) that is or contains asbestos (whether friable or non-friable), any polychlorinated biphenyls or compounds or equipment containing polychlorinated biphenyls, or medical waste; (v) that is or contains or once contained gasoline, diesel fuel, oil, diesel and gasoline range organics (TPH-DRO / GRO), or any other petroleum products or petroleum hydrocarbons, or additives to petroleum products, or any breakdown products or compounds of any of the foregoing or (vi) radon gas.

15.6 The provisions of this Section will be in addition to any and all obligations and liabilities Sublessee may have to Sublessor and will survive expiration or earlier termination of this Sublease Agreement.

16. SUBLESSOR'S RIGHT OF INSPECTION

16.1 Sublessor shall have the right to enter the Premises at any time to inspect the Premises, so long as Sublessor's inspection does not unreasonably interfere with the operation of Sublessee's school program, including, but not limited to, the classes or activities being performed at the time of the inspection. Sublessor shall give Sublessee reasonable advance notice of its intent to inspect the Premises. Sublessee shall have the right to have a representative accompany Sublessor during such entry and inspection. Sublessee or its school Principal shall not deny Sublessor access to the Premises.

16.2 If, during any inspection, Sublessor discovers that maintenance, cleaning, or repairs are needed on the Premises, Sublessor shall immediately notify Sublessee of the maintenance, cleaning or repairs that are needed. If Sublessee fails to make the necessary maintenance, cleaning or repairs within fifteen (15) days, Sublessor may complete the work and invoice Sublessee for said maintenance, cleaning or repairs.

16.3 Sublessor shall have a full set of keys to all doors in the Property. Notwithstanding anything herein to the contrary, any damage, loss or claim resulting directly or indirectly from Sublessor's loss or possession of said keys shall be the responsibility of Sublessor.

16.4 Notwithstanding the foregoing, Sublessor shall have a right to inspect the Property at any time if, in its sole discretion, there is an imminent threat to health, safety or welfare.

17. UNUSED PORTION OF PREMISES

17.1 The OPSB reserves the right to use any unused or vacant portions of the Premises not used by Sublessee for any purpose not inconsistent with any provisions of law.

17.2 In determining unused portions of the Premises, the space allocated for instructional activities will be examined and all student-teacher ratios shall be reasonably related to standard educational objectives.

18. SUBLESSOR'S RIGHT OF USE PREMISES

Sublessor reserves the right to use any portion of the Premises provided that such use shall not interfere with the educational activities of Sublessee. In the event that Sublessor exercises this option, the terms of such use shall be specified in a separate Memorandum of Understanding between Sublessor and Sublessee.

19. DEFAULT ON PAYMENTS

Sublessee agrees that failure to make any payments, including payment of utilities or any reimbursements for any services performed to Sublessor, as described herein, may result in an agreement between Sublessor and Sublessee's chartering authorities to withhold equivalent amounts from their monthly MFP allocations.

20. DEFAULT

Each of the following shall be an Event of Default by Sublessee under the terms of this Sublease Agreement:

- a. Failure by Sublessee to use the Premises for its permitted use.
- b. Failure to keep the Premises in a safe and well-maintained condition.
- c. Termination, revocation, or adverse modification of Sublessee's charter agreement to operate as a public charter school in Louisiana.
- d. Any representation or warranty made by Sublessee in this Sublease Agreement that shall be false or misleading on the date it was made.
- e. Filing of a petition of bankruptcy or insolvency proceedings or for reorganization or for the appointment of a receiver or trustee of all or substantially all of Sublessee's property resulting in Sublessee's ability to meet its obligations.
- f. Engaging in, or allowing its employees, contractors, subcontractors or agents to engage in, unlawful activities on the Property and failing to take immediate action to rectify said illegal activities.
- g. Failure to comply with the terms and conditions of this Sublease Agreement.

21. TERMINATION

21.1 Sublessor may terminate this Sublease Agreement in the Event of Default or other violation of the terms of this Sublease Agreement by Sublessee, provided that Sublessee be given, in writing, notice specifying Sublessee's failure and Sublessee fails to correct the alleged failure within fifteen (15) days following receipt of the notice specifying the failure.

21.2 In the event Sublessee defaults in the performance of any of the terms, covenants, conditions, agreements or provisions contained in this Sublease Agreement and Sublessor employs attorneys and brings suit in connection with the enforcement of this Sublease Agreement or any provision hereof or the exercise of any of its remedies hereunder, then Sublessee shall promptly reimburse Sublessor for all reasonable attorneys' fees so incurred.

21.3 Upon termination of this Sublease Agreement, Sublessee shall vacate the Property, however, Sublessee shall remain responsible for any financial obligations of Sublessee due under this Sublease Agreement that accrue on or prior to the date of the termination of this Sublease Agreement.

22. NON-ASSIGNABILITY

22.1 No right or interest in this Sublease Agreement shall be assigned or delegated to anyone on behalf of Sublessee without the prior written consent of Sublessor. Sublessee shall not assign, transfer, or otherwise encumber this Sublease Agreement or all or any of Sublessee's rights or interests in this Sublease Agreement, nor shall Sublessee sublet any portion of the Property without the prior written consent of Sublessor.

22.2 Sublessee's consent to assignment of all or any portion of the Premises to a third party shall not be construed as either waiving or releasing Sublessee from any of its liabilities or obligations under this Sublease Agreement as a principal, or as relieving Sublessee from the obligations of obtaining Sublessor's prior written consent to any subsequent assignment.

22.3 All restrictions and obligations imposed pursuant to this Sublease Agreement on Sublessee shall be deemed to extend to any assignee, and Sublessee shall be responsible for causing such assignee to comply with all the restrictions and obligations. Any assignee shall be deemed to have assumed obligations as if such assignee had originally executed this Sublease Agreement and, at Sublessor's discretion, be subject to the execution of a document confirming such assumption.

22.4 Failure to comply with the provisions of this Section may be grounds for immediate termination of this Sublease Agreement.

22.5 The OPSB intervenes in this Sublease Agreement and thereby approves and consents to this Sublease Agreement as permitted in the Primary Lease.

23. TAXES AND FEES

Sublessee shall be responsible for any and all taxes and/or fees that might be due and owing as a result of its operations within the Premises, and shall be identified under Federal Tax Identification Number _____

24. NOTICE

Any notice required or permitted under this Sublease 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:

If to Sublessor:

Chairman
FirstLine Schools, Inc.
300 N. Broad St.
Suite 207
New Orleans, LA 70119

If to Sublessee:

Chairman
Morris Jeff Community School, Inc.
211 S. Lopez St.
New Orleans, LA 70119

Sublessee shall immediately inform Sublessor of any changes in personnel or address for the purpose of sending required notices.

25. RIGHT TO AUDIT

Sublessee agrees that the OPSB, the Legislative Auditor of the State of Louisiana, and/or other auditors representing the State or Federal government shall have the option to audit all accounts or records of Sublessee which relate to this Sublease Agreement. All copies of audits must be forwarded to the OPSB.

26. DISCRIMINATION CLAUSE

Sublessee agrees to abide by the requirements of the following, as applicable:

- * Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972.
- * Federal Executive Order 11246.
- * Federal Rehabilitation Act of 1973, as amended.
- * Vietnam Era Veteran's Readjustment Assistance Act of 1974.
- * Title IX of the Educational Amendments of 1972.
- * Age Act of 1975.
- * Americans with Disabilities Act of 1990.

Sublessee agrees not to discriminate in its employment practices, and will render services under this Sublease Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any intentional acts of discrimination committed by Sublessee, or failure to comply with the above statutory obligations when applicable, shall be grounds for termination of this Sublease Agreement.

27. WAIVER

Sublessor and Sublessee agree that either Party's failure to insist on strict performance of any term or condition of this Sublease Agreement shall not constitute a waiver of that term or condition, even if the Party accepting or acquiescing in the non-conforming performance knows of the nature of the performance and fails to object it. No waiver or breach shall affect or alter this Sublease Agreement but each of the terms of this Sublease Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. No waiver of any default hereunder by Sublessor shall be implied from any omission by Sublessee to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver for the time and to the extent therein stated. One or more waivers shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana and all applicable federal laws of the United States. The Parties intend that where this Agreement references federal or state laws, state regulations and OPSB policy and procedures, that they be bound by any amendments to such laws, regulations and policies and procedures upon the effective date of such amendments.

29. VENUE

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

30. SEVERABILITY

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

31. ENTIRE AGREEMENT

All terms and conditions agreed upon between the parties are contained herein, and no verbal commitments, except those reduced to writing in this Sublease Agreement, have any binding effect. Any amendments to this Sublease Agreement must be reduced to writing and signed by both parties.

**REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURES APPEAR ON THE FOLLOWING PAGE**

THUS DONE AND SIGNED at New Orleans, Louisiana, on the dates written below.

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

SUBLESSOR: FIRSTLINE SCHOOLS, INC.

By: _____ Date _____
Chairman

Witness Date

SUBLESEE: MORRIS JEFF COMMUNITY SCHOOL, INC.

By: _____ Date _____
Chairman

Witness Date

INTERVENOR: ORLEANS PARISH SCHOOL BOARD

By: _____ Date _____
John A. Brown, Sr., President

Witness Date

**Exhibit A
Space Sharing**

Sublessor will occupy the first floor of the main building and the shared space outlined below.

Sublessee will occupy the second and third floor of the main building and the science classes located in the G building.

	Sublessee	Sublessor
<i>Front Office</i>	7am-4pm	8am-4pm
<i>Cafeteria Breakfast</i>	7:18-7:36am	8:30-8:40am
<i>Cafeteria Lunch</i>	12:47-1:17pm	12:12-12:42pm
<i>Gym</i>	Sublessee has gym all day until 2:53 every day of the school year <i>See below for after-school gym schedule</i>	<i>See below for after-school gym schedule</i>
<i>Library</i>	Always	Never
<i>ISS/ISI Room</i>	7:25am-2:53pm	8:30am-3:24pm
<i>Weight room</i>	<i>See below for after-school weight room schedule</i>	<i>See below for after-school weight room schedule</i>
<i>Common Areas</i>	School leaders will negotiate as needed for PBIS, parent events, etc.	
<i>Outside Areas</i>	12:47-1:17pm	12:12-12:42pm

Gym/Weight Room Schedule*

VOLLEYBALL SEASON*: 8/6/18 - 10/18/18

	Sublessee	Sublessor**
	<i>Full locker room access during this window</i>	<i>No locker room access during this window</i>

Monday	Gym 2:53-4:30	Weight room 2:53-4:30
Tuesday	Gym 2:53-4:30 Weight room 2:43-4:30	
Wednesday		Open Gym 2:53-4:30 (open weight room too)
Thursday	Gym 2:53-4:30 Weight room 2:43-4:30	
Friday	Gym 2:53-4:30	Weight room 2:53-4:30
Saturday		

*Sublessee will have volleyball games that may run past 6pm on M, T, R, F

**Sublessor after-school activities will begin on Tuesday, 9/4/18 (after Labor Day)

BASKETBALL SEASON; 10/19/19 - 2/16/19**

	Sublessee <i>Sublessee has full locker room access during this window other than on Sublessor game days</i>	Sublessor <i>Sublessor has locker room access on GAME DAYS only</i>
Monday	Gym 2:53-4:30	Gym 4:30-6
Tuesday	Gym 4:30-6	Gym 2:53-4:30
Wednesday		Gym 2:53-6
Thursday	Gym 2:53-4:30	Gym 4:30-6
Friday	Gym 2:53-6	
Saturday		Gym all day

**We are trying to coordinate home games to occur for both schools on the same days; on game days, schools will have gym access beyond 6pm.

Basketball post-season

2/16/19 - 3/9/19 Sublessor has full access to gym after school 2:53 during this window (Sublessee has gym access if Sublessor doesn't make postseason)

Track/Baseball/Softball - Sublessee has full gym access

Post spring season sports: open gyms and intramurals may be held with both Parties (gym shared)

**Exhibit B
Cost-Sharing**

Sublessor will procure and manage the following vendors/services and will bill Sublessee for their portion of the costs.

Description of Services	Projected Annual Expense	80% (Sublessee)	20% (Sublessor)
Waste Disposal	5,040	4,032	1,008
Pest Control	4,908	3,926	982
Energy	108,986	87,189	21,797
Inspection fee	100	80	20
Grass trap certification	250	200	50
Roof inspection	2,608	2,086	522
Landscaping	3,650	2,920	730
Mex	2,916	2,333	583
Kitchen Equipment Maintenance	3,500	2,800	700
Alarm Panel	2,362	1,890	472
Elevator	6,814	5,451	1,363
Repairs and maintenance	7,600	6,080	1,520
Energy Management	7,200	5,760	1,440
Kitchen Equipment Maintenance	2,500	2,000	500
Control	200,111	160,089	40,022
Security	1,683	1,346	337
Maintenance Supplies	7,500	6,000	1,500
Repairs and maintenance	22,500	18,000	4,500
Estimated Totals	390,228	312,182	78,046

Exhibit C
OPSB Inventory

Asset Number	Description	Serial Number	Total Cost
26815-011129	Computer, Server	C7CZVB1	\$6,642.00

Sublessor and Sublessee agree that Parties will retain ownership of their individual IT networking equipment installed in the facility.

ALL VOTES MUST BE LIVE, CAST ALOUD AND RECORDED



**RESOLUTION for FIRSTLINE SCHOOLS
FLS-RSL-18-0092**

Memorandum of Understanding

Joseph S. Clark and Morris Jeff Community School Co-Location

WHEREAS, Morris Jeff Community School is co-located with Joseph S. Clark High School, located at 1301 N. Deligny Street, New Orleans, Louisiana; and

WHEREAS, Morris Jeff and FirstLine wish to share the expenses associated with operating the school facility; and

WHEREAS, FirstLine and Morris Jeff wish to formalize their agreement with a Memorandum of Understanding (MOU) for the purposes of separately and independently operating their respective schools.

BE IT RESOLVED, on the 23rd day of August, 2018, the FirstLine Board of Directors authorizes Board Chair Greg St. Etienne to execute the linked MOU setting forth the terms and understandings between FirstLine and Morris Jeff and containing the entire and complete understanding and the intent of the parties as it pertains to the agreed-upon use and co-location of both schools at the Site, as detailed and attached hereto.

Memorandum of Understanding: Joseph S. Clark and Morris Jeff Community School

Board Secretary _____
Printed Name _____
Witness _____ Date _____
Printed Name _____

Votes cast August 23, 2018

No	Board Member	Vote
1.	Greg St. Etienne, Chair and Treasurer	
2.	Allison Hartman, Vice-Chair and Secretary	
3.	Monique Cain	
4.	George Freeman	
5.	Derkus Herrell	
6.	Christlan Rhodes	
7.	Charles West	
8.	Christy Sater	

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9.	Carol Stern	
----	-------------	--



MEMORANDUM OF UNDERSTANDING

By and Between

FIRSTLINE SCHOOLS

And

MORRIS JEFF COMMUNITY SCHOOL.

This MEMORANDUM OF UNDERSTANDING (the "MOU") is made and entered into as of July 1, 2018 by and between FirstLine Schools (hereinafter "FirstLine") and represented by Rebekah Cain, and Morris Jeff Community School (hereinafter "Morris Jeff") and represented by Jared Frank.

Purpose :

This Memorandum of Understanding stipulates that Morris Jeff and Joseph S. Clark High School, a FirstLine school, will co-share and use the Joseph S. Clark High School building (hereinafter "Site") located at 1301 Deibigny Street, New Orleans, Louisiana 70116 for the purposes of separately and independently operating their respective schools. This MOU sets forth the terms and understandings between FirstLine and Morris Jeff and contains the entire and complete understanding and the intent of the parties as it pertains to the agreed upon use and co-location of both schools at the Site, as detailed below, and supersedes any and all prior or contemporaneous understandings, agreements, discussions or offers, whether written or oral.

The Parties hereby mutually agree to the terms set forth below and in the addendums attached hereto and incorporated herein. Accordingly, the parties agree as follows:

Term

The term of this MOU ("Term") shall commence on July 1, 2018 and end on June 30, 2019. The MOU can be revisited at the end of each year of the colocation.

Facility Use:

The site will be used for the purpose of conducting classes and activities incidental to the lawful operation of the school and consistent with the mission and purpose of each school and charter management organization.

Below describes the areas of the campus designated as instructional and shared spaces. Instructional spaces are the independent portions of the campus assigned to each school program for day-to-day academic purposes. Shared spaces are the portions of the campus used by each school daily or for as needed use.



Unshared space:

Joseph S. Clark High School will enroll between forty (40) and forty five (45) students for the 2018-19 school year. The students, faculty and leadership of Joseph S. Clark will occupy the first floor of the main building and the shared space outlined below.

Morris Jeff Community School will enroll approximately one hundred and sixty (160) students for the 2018-19 school year. The students, faculty and leadership of Morris Jeff will occupy the second and third floor of the main building and the science classes located in the G building.

Areas are defined in the floor plan provided in Appendix A.

Scheduling of Shared Space and Arrival/Dismissal:

The Daily Shared Space Schedule can be found in Appendix B. Areas are defined in the floor plan provided in Appendix A.

To use a shared space outside of these schedules each organization must agree in writing on the requested change.

Arrival Schedule:

- Joseph S. Clark High School
- Morris Jeff Community School

Dismissal Schedule:

- Joseph S. Clark High School
- Morris Jeff Community School

Security Procedures and Emergency Planning:

Each organization agrees to abide by the below daily security practices. Should either party need additional security practices, the request shall be made and communicated in writing to the other party. Below is an overview of the agreed upon security practices.

Security Procedures:

All occupants will follow the Crisis and Security procedures of 2018-19 and hold a joint faculty training regarding the procedures and expectations prior to the first day of school. A copy of the crisis plan for 2018-19 is attached as Appendix B.

Safety Drills:

All occupants will participate in joint monthly fire drills, bi-annual lockdown drills and quarterly tornado drills. Before September 1, 2018, all safety drills for the year will be scheduled.



Emergency Response Plan:

All programs will collaborate on the Emergency Response Plan to agree on coordinated responses to emergencies affecting the entire building – including, but not limited to: emergency weather conditions, lockdown procedures, and fire safety plans, effective August 3, 2018.

School and Facility Services:

Shared Services:

Many services are needed to manage and operate a school. Below is list of the services and accounts Joseph S. Clark will provide with Morris Jeff and Joseph S. Clark sharing the costs. These services will be reviewed monthly or annually.

- **Services – FirstLine Schools**
 - Fire Alarm Inspection and Repair
 - Security Alarm Monitoring
 - HVAC
 - Custodial
 - General and Preventative Building Maintenance
 - Kitchen equipment general and preventative maintenance
 - Termite Control
 - Pest Control
 - Waste Management
 - Grounds/Landscaping
 - Energy Management
 - Energy and Sewage and Water Board
 - Part time Maintenance Technician

- **Staffing – Morris Jeff Community School**
 - School Operations Manager
 - Front Office Assistant
 - BI / ISS Coordinator
 - Dean of Students
 - Social Worker
 - Security Officer

The cost share percentage is outlined on Appendix A & C.

Payment of Shared Services

- Payments for shared services are payable 15 days from the date of the invoice.

Independent Services

Each school program must identify and procure the following services for their program.

- List any services that each organization will independently use (no joint procurement or payment)
 - Internet and phone services



- o IT Networking Services
- o Copiers
- o Purchase of Supplies (office and classroom), Curriculum, and Equipment

Food Service

- Morris Jeff Community School will act as the School Food Authority for all Morris Jeff and Clark students, procuring and managing all aspects of the Food Service Management Company
- Morris Jeff will be responsible for all counting and claiming of food service activities and will retain all revenue from Clark students meals to invest in the food service account
- Morris Jeff will manage the commodities that are due to Clark students via the state commodities process
- FirstLine will share necessary CEP paperwork from April 2018 with Morris Jeff to ensure all Clark students are eligible for CEP via Morris Jeff's SFA
- Per the above section, FirstLine will be responsible for kitchen equipment preventative maintenance and repair. Should a piece of equipment need substantial repair, both parties will discuss and make a joint decision on next steps.
- The existing POS Machine at Clark will be wiped clean of FirstLine programs and made available for Morris Jeff use as the food service POS

Signage:

The placement of signage for each program must be agreed upon by all parties and communicated to all parties. Below is listing of agreed upon signage location for each program for the first floor and building exterior.

FirstLine Schools Inc. Signage Location(s): examples below

- Administrative Office
- Near 12th grade cluster
- Gym
- Cafeteria

Morris Jeff Community School Signage Location(s): examples below

- Administrative Office
- Near second floor classrooms
- Gym
- Cafeteria

Property and Contents:

Each program shall be able to use the contents and property that reside in the identified instruction space for their program. Each organization will be responsible for Orleans Parish School District (OPSD) tagged property in the rooms and offices assigned to them. The Inventory for Joseph S. Clark High School is included in Appendix D. If FirstLine Schools or Morris Jeff Community School bring OPSD tagged property from other locations this inventory will be added to each organization's lease and/or sub lease and each organization will be responsible for the assets they reassign to the Joseph S. Clark facility.

Annual OPSD Property Certification



FirstLine Schools and Morris Jeff Community School will have dual responsibility for the inventory of the Joseph S. Clark facility but will be separately responsible for the inventories provided for in each organizations separate lease.

MOU Dispute Resolution:

For disputes arising from disagreements about actions not aligned with the MOU, both programs agree to attempt resolution through conversation between school level leadership. Resolution should be attempted through individual discussions between the members of this group. Should resolution not be achieved through individual discussion, disputes will be escalated to a group discussion including FirstLine Schools and Morris Jeff Community School network leadership; this leadership can engage OPSB staff if resolution is still not met.

Biweekly Colocation Meetings:

Both programs agree to meet biweekly to discuss any issues or improvements needed to the colocation MOU. CMO Leadership will meet every 4 weeks or as needed to resolve issues. Topics may include but are not limited to:

- Changes in Daily/Weekly Schedules
- Special Event Scheduling
- Changes to Security Practices
- Emergency Planning Needs
- Facility Alteration Requests
- Upcoming/unbudgeted facility repair costs

Attendees include but are not limited to:

- Executive Director of Operations/Director of Operations for both CMOs or their designees
- Principals / Directors of both Schools
- School Operations Manager(s) for both Schools



Signatures:

FirstLine Schools Inc.

By: _____ Date _____
Chairman

Witness Date _____

Morris Jeff Community School

By: _____ Date _____
Chairman

Witness Date _____



Appendix A – Shared Staff

Morris Jeff Community School will employ the following positions and will bill FirstLine for 20% of salary and benefits for these positions, unless specifically noted otherwise:

- Staffing – Morris Jeff Community School
 - o School Operations Manager
 - o Front Office Assistant
 - o ISI / ISS Coordinator
 - o Dean of Students
 - o Social Worker: 33% FLS; 67% MICS
 - o Security Officer: 20% of cost for up to \$9,000



Appendix B – Shared Space

	Morris Jeff HS	Joseph S. Clark HS
Front Office	7am-4pm	8am-4pm
Cafeteria Breakfast	7:15-7:16am	8:30-8:40am
Cafeteria Lunch	12:47-1:17pm	12:12-12:42pm
Gym	Morris Jeff has gym all day until 2:33 every day of the school year See below for after-school gym schedule	See below for after-school gym schedule
Library	Always	Never
ESS/ESJ Room	7:25am-2:53pm	8:30am-1:24pm
Weight room	See below for after-school weight room schedule	See below for after-school weight room schedule
Common Areas	School leaders will negotiate as needed for PHS, parent events, etc.	
Outside Areas	12:47-1:17pm	12:12-12:42pm



VOLLEYBALL SEASON*: 8/6/18 - 10/18/18

	MJHS	Clark**
	<i>Full locker room access during this window</i>	<i>No locker room access during this window</i>
Monday	Gym 2:53-4:30	Weight room 2:53-4:30
Tuesday	Gym 2:53-4:30 Weight room 2:43-4:30	
Wednesday		Open Gym 2:53-4:30 (open weight room too)
Thursday	Gym 2:53-4:30 Weight room 2:43-4:30	
Friday	Gym 2:53-4:30	Weight room 2:53-4:30
Saturday		

*MJHS will have volleyball games that may run past 6pm on M, T, R, F

**Clark after-school activities will begin on Tuesday, 9/4/18 (after Labor Day)



BASKETBALL SEASON : 10/19/19 - 2/16/19**

	MJHS	Clark
	<i>MJHS has full locker room access during this window other than on Clark game days</i>	<i>Clark has locker room access on GAME DAYS only</i>
Monday	Gym 2:53-4:30	Gym 4:30-6
Tuesday	Gym 4:30-6	Gym 2:53-4:30
Wednesday		Gym 2:53-6
Thursday	Gym 2:53-4:30	Gym 4:30-6
Friday	Gym 2:53-6	
Saturday		Gym all day

**We are trying to coordinate home games to occur for both schools on the same days; on game days, schools will have gym access beyond 6pm.

Basketball post-season

2/16/19 - 3/9/19 Clark has full access to gym after school 2-5:30 during this window (MJ has gym access if Clark doesn't make postseason - but we hope they do!)

Track/Baseball/Softball - MJHS has full gym access

Post spring season sports: open gyms and intramurals may be held with both schools (gym shared)



Appendix C – Shared Services

FirstLine Schools will procure and manage the following vendors/services and will bill Morris Jeff Community School for 80% of these costs. The below are cost estimates. FirstLine will share contracts with Morris Jeff's Director of Operations to confirm actual costs.

Vendor / Provider	Projected Annual Expense	Description of Services
Republic Services #842	5,040	Waste Disposal
Brans Pest Control	4,908	Pest Control
Entergy	108,986	Energy
Office of State Fire Marshal	100	Inspection fee
Sewerage & Water Board	250	Grease trap certification
Roof Technologies, Inc.	2,608	Roof inspection
H & O Investments, LLC	3,650	Landscaping
A-1 Service, Inc.	2,916	Mats
Heritage Service Group of N.O.	3,500	Kitchen Equipment Maintenance
FireQuest Fire Alarm Service Associates, LLC	2,362	Alarm Panel
D.A.S. Lifts & Elevator Services, LLC	6,814	Elevator
REI Solutions	7,600	Repairs and maintenance
GCE Services, LLC	7,200	Energy Management
Caire Hotel and Restaurant Supply	2,500	Kitchen Equipment Maintenance
Goodwill industries	200,111	Custodial
Senitrol	1,683	Security
SupplyWorks	7,500	Maintenance Supplies
Shared maintenance team	22,500	Repairs and maintenance
Estimated Totals	390,228	

ALL VOTES MUST BE LIVE, CAST ALOUD AND RECORDED



**RESOLUTION for FIRSTLINE SCHOOLS
FLS-RSL-18-0094**

REPUBLIC WASTE MANAGEMENT CONTRACT

WHEREAS, FirstLine Schools Board of Directors wishes to exercise appropriate oversight in the contractual arrangements and Memoranda of Understanding (MOUs) over \$25,000 between FirstLine and partners; and

WHEREAS, in response to FirstLine's request, Republic submitted a proposal under which it would provide waste and recycle management services to FirstLine starting on or about September 1, 2018, pursuant to a contract; and

WHEREAS, the FirstLine Schools' Board of Directors and staff wish to engage Republic for the following waste and recycling services for the FY18-2019 year:

Site 2 Arthur Ashe

1456 Gardner St NOLA, 70122 Trash- Monday thru Friday Recycle- Tues/Thurs
1-8yd Trash 6x's per week \$400.00 1-8yd 2x's per week \$175.00

Site 3 Langston Hughes

3519 Trafalgar NOLA 70119 Trash- Monday thru Friday Recycle- Tues/Thurs
2-8yd Trash 6x's per week \$960.00 1-8yd 2x's per week \$175.00

Site 5 Clark High School

1301 N Derbigny St NOLA, 70115 Trash Monday thru Friday Recycle- Tuesday/Thursday
1- 8yd Trash 6x/week \$400.00 1-8yd Recycle 2x's per week \$175.00

Site 6 Sam Green

2319 Valence St NOLA, 70115 Trash-Monday thru Friday Recycle- Tues/Fri
1-8yd Trash 5x/week \$400.00 1-8yd Recycle 2x's per week \$175.00

Site 10 Phillis Wheatley

2300 Dumaine St NOLA, 70119 Trash-Monday thru Friday Recycle-T
3-3yds Trash 5x/week \$700.00 2-3yds Recycle 2x's \$225.00

Site 12 Teacher Center Open until Sept 30th

3043 Gentilly Blvd NOLA 70119 Trash -Thursday Recycle- Thursday
1-2yd Trash 1x/week \$82.55 1-2yd Recycle 1x per week \$65.00

Site 16 Live Oak School

3128 Constance St, NOLA, 70115 Trash Monday thru Friday Recycle T/Th
2-8yds Trash 2x/week \$400.00 1-8yd Recycle 1x per week \$175.00

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ALL VOTES MUST BE LIVE, CAST ALOUD AND RECORDED



BE IT RESOLVED, on the 23rd day of August 2018, that the Board of Directors authorizes Chief Executive Officer, Jay Altman, and Director of Operations, Rebekah Cain, to execute the linked contract for waste management services:

Republic Waste Management Services

Approval For	Amount	Service Type
Republic Waste Management Services	Estimated \$66K for one year Notice will be sent at \$50K	Waste Management Services

Board Secretary _____ Date _____
 Printed Name _____
 Witness _____ Date _____
 Printed Name _____

Votes cast August 23, 2018

No	Board Member	Vote
1.	Greg St. Etienne, Chair and Treasurer	
2.	Alison Hatman, Vice-Chair and Secretary	
3.	Monique Colo	
4.	George Freeman	
5.	Darius Harrell	
6.	Christian Rhodes	
7.	Charles West	
8.	Christy Slater	
9.	Carol Stan	