

## **FIRSTLINE SCHOOLS AND REPUBLIC SERVICES AGREEMENT**

This Agreement (sometimes hereinafter "Agreement") is entered into on this \_\_\_ day of August, 2018 by and between FirstLine Schools Inc. (sometimes hereinafter "FLS"), having an address at 300 N. Broad Street, Suite 207, New Orleans, LA 70119, and Republic Services, having an address at 808 L and A Road, Metairie, LA 70001, (sometimes hereinafter referred to as the "Contractor")

### **WITNESSETH:**

WHEREAS, FLS has been authorized by the Louisiana Department of Education to operate certain charter schools, including Arthur Ashe, Samuel J. Green, John D'ibert at Phillis Wheatley, Langston Hughes Academy, and Joseph S. Clark (hereinafter called the "Schools") pursuant to Title 17, Chapter 42 of the Louisiana Revised Statutes, as amended (the "Charter School Law") and in accordance with the Agreements between the Louisiana Board of Elementary and Secondary Education ("BESE") and FLS (the "Charter School Agreement").

WHEREAS, the parties are desirous of providing for certain waste and recycle management services for FLS in accordance with the requirements of law and the terms and conditions provided for herein; and

WHEREAS, in response to FLS's request, Contractor submitted a Proposal under which it would provide waste and recycle management services to FLS at the Schools starting on or about September 1, 2018 pursuant to a contract; and

WHEREAS, this Agreement is the contract negotiated by the parties setting forth the terms and conditions governing the services to be provided by Contractor hereunder,

NOW, THEREFORE, in consideration of the mutual promises of the parties, the covenants and conditions herein contained, and the mutual benefits to be derived here from, the parties agree as follows:

**SECTION ONE  
SCOPE OF CONTRACT**

- 1.1 The following shall be deemed to be part of the contract memorialized by this agreement:
- a. The notice of award;
  - b. The provisions contained in this Agreement and recited, and
  - c. All provisions required by law to be inserted in this Agreement; whether actually inserted or not.
- 1.2 All of the above taken as a whole shall constitute the contract document; provided, however, that in the event of any inconsistencies between this written Agreement and the provisions of subparagraph (a) through (c) of paragraph 1.1 above, the provisions of this written agreement shall control if this Agreement specifically addresses the issue in question.
- 1.3 The Contractor hereby agrees to provide the services at the site described in Exhibit A attached hereto during the term of this Agreement. In providing these services, it is agreed that Contractor is operating as an independent contractor, subject only to the terms and conditions of this Agreement. All services provided by the Contractor hereunder shall comply with and be in accordance with all requirements of any applicable municipal, State, and federal laws, ordinances, rules and regulations and the terms and conditions of this Agreement. The Contractor shall provide the services in a safe, reasonable and prudent manner.
- 1.4 This Agreement shall commence and take effect on the first day that services are requested of the Contractor on September 1, 2018 and end in a year (August 31, 2019). This Agreement may be extended additional years upon mutual agreements of the parties according to the terms and conditions for such extended period, subject to an executed amendment to this Agreement. The parties may also negotiate rates and charges during any extension terms of this Agreement.

**SECTION TWO  
DEFINITIONS**

The following words and expressions or pronouns used in substitute thereof shall, wherever they appear in this Agreement, be construed as follows, unless a different meaning is clear from the context:

- a. The terms "Contract" or "Contract Documents" shall mean each of the various parts the contract referred to in Section One of this Agreement, both as a whole and severally.
- b. The term "Contractor" shall mean Republic Services, a Louisiana corporation, Contractor's assigns, and any person, firm, or corporation who or which shall at any time be substituted in Contractor's place.
- c. The terms "law" or "laws" shall mean Federal law, the Constitution of Louisiana, the statutes of Louisiana, and any ordinance, rule, or regulation having the force of law that is applicable to this contract.
- d. The term "notice," in the context of notice to the Contractor, shall mean written notice deposited in the United States First-Class mail addressed to Contractor at 300 N. Broad St., New Orleans, LA 70119 or to such other address as may appear in an instrument executed by Contractor for that purpose and mailed by United States mail or delivered to FLS as a change of address.

### SECTION THREE TERM

**3.1 Initial Term.** This contract shall be effective from September 1, 2018, and shall continue for a total period of twelve (12) months, to end on August 31, 2019, unless sooner terminated in accordance with the provisions of this Agreement.

**3.1 Optional Additional Term.** Notwithstanding the termination date set forth in paragraph 3.1, above, prior to the end of the initial term, pursuant to Louisiana Title § 17:158, FLS, at its option, may renegotiate terms satisfactory to FLS with Contractor and renew the contract, as amended by the renegotiated provisions.

### SECTION FOUR GENERAL UNDERSTANDING AND PERFORMANCE OF WORK

Contractor shall perform the services and furnish the equipment and personnel as provided in the specifications, and shall do all things necessary or proper for the performance and completion of the work required by this contract, in the manner and at the times provided in the bid and specifications.

### SECTION FIVE ALIGNMENT OF VALUES

**5.1 Illegal Labor.** Contractor certifies that no Services under this Agreement have been laundered or produced in whole or in part by child labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children, or with the benefit of child labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor. Contractor adheres to the Louisiana Minor Labor Law as set forth on the Louisiana Workforce Commission website located at [http://www.laworks.net/ox\\_minors.asp](http://www.laworks.net/ox_minors.asp). Contractor agrees to cooperate fully in providing reasonable access to Contractor's records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Justice to determine Contractor's compliance with the requirements under this section.

**5.2 Shared Values.** Contractor certifies that its mission, corporate culture and organizational practices, align with those values that are central to FLS' students, families, teachers, administrators and community as a whole. Specifically, the Contractor agrees with the values of:

- a. Service
- b. Learning
- c. Results
- d. Collaboration

### SECTION SIX MANAGEMENT OF PERSONNEL

Contractor employees must meet all applicable District, State and Federal requirements. Pursuant to Contractor's employment policy, persons with criminal, serious, or repeat convictions are not permitted to be on any school grounds. Contractor will conduct pre-employment and annual records checks, as well as criminal background and reference checks prior to employment. Employees

who are charged with crimes involving moral turpitude during the term of this Agreement shall immediately be suspended from service with the Contractor and FLS. Only if found innocent of the charges may the employee be reinstated.

## SECTION SEVEN COMPLIANCE WITH LAWS AND REGULATIONS

**Contractor Compliance with Governmental Authority.** Contractor and Contractor's workers are required to comply with all Federal laws and the laws of Louisiana.

Contractor 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*.

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

## SECTION EIGHT BILLING AND COMPENSATION

**8.1 Pricing.** FLS shall compensate the Contractor for performing different types or packages of occupational and physical therapy services. The Contractor's services and rates are outlined in **Exhibit A**. Pricing for services not identified in Exhibit A will be proposed by the Contractor to FLS, and a determination made by both parties as to how to proceed.

**8.2 Basis for Invoicing.** Any addition or deletion of a service must be approved by the authorized-office FLS representative before implementing such charge. Additions not approved by FLS will be defined as having been added for the Contractor's convenience and therefore will not qualify for compensation.

## SECTION NINE INSURANCE

**9.1 Insurance Coverage and Limits.** The Contractor will provide these insurance coverage types and these minimum limits with an "A-" or above rated insurance carrier licensed in Louisiana:

1. Workers Compensation-\$1,000,000 or per state requirements if higher
2. Automobile/Bus Liability-\$1,000,000 combined single limit
3. Comprehensive General Liability-\$5,000,000 combined single limit
4. \$5,000 per person medical payment coverage

The Contractor will designate FLS as an Additional Insured. The Contractor will annually-before policy expiration date-provide the Customer with insurance certificates evidencing such coverage. Insurance policy will provide that no coverage can be cancelled except with a minimum of thirty (30) days written notice to Contractor and Additional Insured, specifically FLS.

#### **SECTION TEN TIME OF THE ESSENCE**

Since the contract concerns a necessary service, the provisions of the contract relating to the daily schedule and regulations that may be promulgated by FLS are of the essence of the contract. Accordingly, Contractor shall prosecute the work diligently to assure adherence to the schedules.

#### **SECTION ELEVEN ASSIGNMENT OF CONTRACT**

Contractor agrees not to assign this contract, or any interest in the contract, without the prior approval in writing of FLS, which approval shall not unreasonably be withheld.

#### **SECTION TWELVE FAILURE OF OPERATION**

Except as otherwise specifically provided herein, in the event that Contractor fails to operate any service because of the failure of equipment or personnel, the amount of payment for the service may be deducted from the following month's payment at the then-current rate.

#### **SECTION THIRTEEN CONTRACT TERMINATION AND RIGHT TO DECLARE DEFAULT**

##### **13.1 Termination Without Cause.**

- a. *By FLS.* In the event FLS desires to terminate this Agreement it shall give Contractor written notification of that intent on or before March 15 immediately preceding the upcoming school year for which the termination will first be effective. If, after the notice has been given, mutual agreement cannot be reached for continuing the contract, FLS may terminate the Agreement by giving a second written notice to Contractor on or before May 15 of the same year.
- b. *By Contractor.* In the event Contractor desires to terminate this Agreement it shall give FLS written notification of that intent on or before January 15 immediately preceding the upcoming school year for which the termination will first be effective. If, after the notice has been given, mutual agreement cannot be reached for continuing the contract, Contractor may terminate the Agreement by giving a second written notice to FLS on or before March 15 of the same year.

**13.2 Grounds for FLS to Declare Default.** In addition to other rights FLS may have, FLS shall have the right to declare Contractor in default if:

- a. Contractor is or becomes insolvent;
- b. Contractor makes a general assignment for the benefit of creditors;
- c. A voluntary or involuntary petition in bankruptcy is filed by or against Contractor;
- d. Contractor abandons the work required under this agreement;
- e. Contractor refuses to proceed with the work required under this Agreement when and as directed by FLS;
- f. Contractor, without just cause, reduces Contractor's working force to a number that, if maintained, would be insufficient, in the opinion of FLS, to carry out the work required under this Agreement;
- g. Contractor sublets, assigns, transfers, conveys, or otherwise disposes of this contract other than as specified in this Agreement;
- h. A receiver or receivers are appointed to take charge of the property of Contractor;
- i. FLS is of the opinion that Contractor has willfully or in bad faith violated any of the material provisions of this Agreement;
- j. Any applicable laws relating to Contractor's providing of services under this Agreement have been knowingly and repeatedly violated by Contractor or Contractor's agents, servants or employees;

**13.3 Grounds for Contractor to Declare Default.** In addition to other rights Contractor may have, Contractor shall have the right to declare FLS in default if:

- a. FLS is or becomes insolvent;
- b. District makes a general assignment for the benefit of creditors;
- c. A voluntary or involuntary petition in bankruptcy is filed by or against FLS;
- d. A receiver or receivers are appointed to take charge of the property of FLS;
- e. Contractor is of the opinion that FLS has willfully or in bad faith violated any of the material provisions of this Agreement;
- f. Non-payment by FLS pursuant to Section 3.

**13.4 Notice, Hearing and Opportunity to Cure.** Before FLS shall exercise its right to declare Contractor in default, it shall give Contractor an opportunity to be heard, upon thirty (30) day's written notice which shall include the specific alleged ground (2) for the default at which hearing Contractor may, at Contractor's expense, have a stenographer present; provided, however that a copy of the stenographic notes, if any, shall be furnished to FLS upon request. Contractor shall not be ultimately determined to be in default under this Agreement if Contractor cures the alleged default(s) within the 30-day period after written notice of hearing on the alleged default(s) has been provided to Contractor.

**13.5 Interruption of Service.** In the event Contractor fails to provide the services as provided for in this Agreement due to strike, work stoppage due to labor dispute, act of God, civil disturbance, fire, riot, war, government action, or any other condition or cause beyond Contractor's control, no penalty shall be assessed to Contractor by FLS and FLS shall excuse Contractor from performance under this Agreement.

#### **SECTION FOURTEEN EXERCISE OF RIGHTS TO DECLARE CONTRACTOR OR DISTRICT IN DEFAULT**

**14.1 FLS.** The right to declare Contractor in default for any grounds specified or referred to in Section 13.1 shall be exercised by sending Contractor a notice signed by the Chief Operating

Officer, or FLS's duly authorized agent setting forth the ground or grounds on which each default is declared.

**14.2 Contractor.** The right to declare FLS in default for any grounds specified or referred to in Section 13.2 shall be exercised by sending FLS a notice signed by the Contractor personally, or if Contractor is a corporation, by any officer or director of the Contractor, setting forth the ground or grounds on which each default is declared.

#### **SECTION FIFTEEN FLS'S RIGHTS AFTER TERMINATION**

After the termination of services for a default under this contract, FLS may employ another contractor or contractors to complete the terms of this contract, and hold Contractor responsible for any extra or added expense or damages suffered by FLS.

#### **SECTION SIXTEEN OTHER REMEDIES**

The contractual provisions outlined in this contract as to the rights of FLS after termination shall be in addition to any and all other legal equitable remedies permissible under law.

#### **SECTION SEVENTEEN INDEMNIFICATION**

Contractor shall hold FLS, its governing board, officers, and employees harmless and does hereby indemnify FLS, its governing board, officers and employees from and against every claim or demand which may be made by any person, firm or corporation, or other entity arising from or caused by any act of neglect, default, or omission of Contractor in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of FLS, its agents or employees. The Contractor also agrees to indemnify and save FLS harmless from any claims involving personal injury or property damage arising out of, or in the course of, Contractor's acts in providing services.

FLS shall be held harmless against any or all loss, cost, damage, claim expense or liability whatsoever, because of accident or injury to persons or property of others occurring in the performance of this contract.

#### **SECTION EIGHTEEN REPORT OF ACCIDENT**

Contractor agrees to notify FLS's Administrator, or said the duly authorized agent(s) whom Contractor has been provided reasonable prior notice of name (s) and telephone number(s) by FLS, by telephone of any accident involving services provided while operating for FLS. Contractor agree to send, within twenty-four (24) hours of each reportable accident, a written report to FLS describing all material details of such accident. All accident reports shall be completed and filed by Contractor in accordance with state laws and regulations and any additional requirement of the Louisiana State Department of Education.

**SECTION NINETEEN  
TITLES OF PARAGRAPHS**

The various titles to the paragraph in this Agreement are used solely for convenience and they shall not be used for the purpose of interpreting or constraining any word, clause, paragraph, or subparagraph of this Agreement.

**SECTION TWENTY  
UNLAWFUL PROVISIONS DEEMD STRICKEN**

All unlawful provisions of this contract shall be deemed stricken from the contract, and shall be of no effect. On the application of either party, the unlawful part shall be considered stricken without affecting the binding force of the remainder of the contract.

**SECTION TWENTY-ONE  
APPLICABLE LAW**

It is the intention of the parties to this contract that all legal provisions of law required to be inserted in this Agreement shall be and are inserted in it. However, if by mistake or otherwise, some such provision is not inserted in the Agreement, or is not inserted in proper form, then on the application of either party the contract shall be amended so as to strictly comply with the law without prejudice to the rights of either party under the Agreement. This Agreement shall be governed and interpreted by the laws of the State of Louisiana.

**SECTION TWENTY-TWO  
LIVING WAGE**

Contractor agrees to carefully monitor and enforce salaries and benefits that permit their employees to live comfortably. Today, working people struggle to cover the cost of housing, food, health care, childcare and other basic necessities for themselves and their families. A worker who is paid the minimum wage of \$7.25/hour, or any wage below a living wage, cannot possibly afford necessities without assistance. This creates problems not only for workers, but for businesses and the local economy. Paying a living wage leads to increased worker morale, worker health and quality of service.

**SECTION TWENTY-THREE  
PERFORMANCE REVIEWS AND INCIDENT REPORTING**

Contractor agrees to semi-annual performance reviews (where applicable) conducted by the FLS staff that work most closely with the Contractor. During performance reviews, FLS will consider incident reporting and the Contractor response to any incidents that may arise.



**SECTION TWENTY-FOUR  
USE OF PERSONALLY IDENTIFIABLE INFORMATION OF STUDENTS**

Louisiana recently enacted new requirements that govern the collection, disclosure and use of personally identifiable information of students. The new laws include increased contract requirements between schools or districts and anyone entrusted with such personally identifiable information. The items listed below are specific requirements necessary for any contract that governs the release of student information.

Sensitive information must be protected at a level that can ensure that only those who are authorized to view the information are allowed access (secure passwords, encryption, etc.) The Contractor's network must maintain a high level of electronic protection to ensure the integrity of sensitive information and to prevent unauthorized access in these systems. Regular review of the protection methods used and system auditing are also critical to maintain protection of these systems. Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority.

In order to ensure that only appropriate individuals and entities have access to personally identifiable student data, organizations must implement various forms of authentication to establish the identity of the requester of the information with a level of certainty that is commensurate with the sensitivity of the data. Each organization must individually determine the appropriate level of assurance that would provide, in its specific environment, reasonable means of protecting the privacy of student data it maintains. No individual or entity should be allowed unauthenticated access to confidential personally identifiable student records or data at any time.

The individual, Contractor or entity shall implement appropriate measures designed to ensure the confidentiality and security of personally identifiable information, protect against any anticipated access or disclosure of information, and prevent any other action that could result in substantial harm to FirstLine Schools or any individual identified with the data or information in Contractor's custody.

Contractor agrees that any and all FirstLine Schools personally identifiable student data will be stored, processed and maintained solely on designated servers and that no FirstLine Schools data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by a FirstLine Schools employee with signature authority.

Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Original Agreement or Contract. Data shall not be distributed, repurposed, shared across other applications, environments, or business units of Contractor. As required by Federal and State law, Contractor further agrees that no data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other Contractors or interested parties.

Contractor agrees that, as required by applicable state and federal law, auditors from state, federal, FirstLine Schools, or any other agencies so designated by FirstLine Schools, shall have the option to audit the outsourced service. Records pertaining to the service shall be made available to auditors and FirstLine Schools during normal working hours for this purpose.

Contractor agrees to comply with the Louisiana Database Breach Notification Law (Act 499) and all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law, Contractor agrees to notify FirstLine Schools immediately and assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend FirstLine Schools and its employees from and against any claims, damages, or other harm related to Notification Event.

The Contractor agrees that upon termination of this Agreement it shall return all data to FirstLine Schools in a usable electronic form, and erase, destroy, and render unreadable all FirstLine Schools data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within 7 days of the request of an agent of FirstLine Schools, whichever shall come first.

Contractor and FirstLine Schools acknowledge that unauthorized disclosure or use of the protected information may irreparably damage FirstLine Schools in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any protected information shall give FirstLine Schools the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorney fees). Contractor hereby waives the posting of a bond with respect to any action for injunctive relief. Contractor further grants FirstLine Schools the right, but not the obligation, to enforce these provisions in Contractor's name against any of Contractor's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.

Contractor must have established and implemented a clear data breach response plan outlining organizational policies and procedures for addressing a potential breach, which is an essential step in protecting the privacy of student data. Prompt response is essential for minimizing the risk of any further data loss and, therefore, plays an important role in mitigating any negative consequences of the breach, including potential harm to affected individuals. A data breach is any instance in which there is an unauthorized release or access of personally identifiable information or other information not suitable for public release. This definition applies regardless of whether an organization stores and manages the data directly or through a contractor, such as a cloud service provider.

A Contractor's audit strategy will require the following actions to protect and retain audit logs. The storing of audit logs and records on a server separate from the system that generates the audit trail. Access to audit logs must be restricted to prevent tampering or altering of audit data. Retention of audit trails must be based on a schedule determined collaboratively with operational, technical, risk management, and legal staff.

Contractor is permitted to disclose Confidential Information to its employees, authorized subcontractors, agents, consultants and auditors on a need to know basis only, provided that all such subcontractors, agents, consultants and auditors have written confidentiality obligations to Contractor and

**SECTION TWENTY-FIVE  
SIGNATURE AND APPROVALS**

IN WITNESS WHEREOF, FIRSTLINE SCHOOLS, New Orleans, Louisiana, acting by Rebekah Cain, its Executive Director of Operations, duly authorized, and Republic Services, as Contractor, acting through its duly authorized corporate officer, has set his signature and seals in New Orleans, Louisiana.

FIRSTLINE SCHOOLS

By \_\_\_\_\_  
Rebekah Cain, Executive Director of Operations

Date: \_\_\_\_\_

"FLS"

REPUBLIC SERVICES

By \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

"Contractor"

Attachment: Exhibit A, Scope of Services

- End of document -

**EXHIBIT A  
SCOPE OF SERVICES**

See next two pages

**First Line Schools, Individual Site Outline****EXHIBIT 1****Master Agreement # C081318MRM****Effective Service Date 9/1/2018****All terms and conditions of service agreement provided by First Line Schools will supersede Republic Services Master Agreement**

<b>Department Name-Site #</b>	<b>Location &amp; Service Days</b>	<b>Service Level &amp; Rates</b>
Site 2 Arthur Ashe	1456 Gardena 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 Traftaigar 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 70116 Trash Monday thru Friday Recycle- Tuesday/Thursday	1- 8yd Trash 5x/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 Wheatly	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

First Line Schools: \_\_\_\_\_ Date: \_\_\_\_\_

Republic Services: \_\_\_\_\_ Date: \_\_\_\_\_



## TERMS AND CONDITIONS (Continued from other side)

**PAYMENT.** Customer shall pay Company for the services and equipment furnished by Company at the rates provided in this Agreement. Customer shall pay all taxes, fees and other governmental charges assessed against or passed through to Company (other than income or real property taxes). Customer shall pay such fees as the Company may impose from time to time by notice to Customer following by way of example only, late payment fees, administrative fees and environmental fees, with Company to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law, without limiting the foregoing. Customer shall pay Company, (a) a fee of \$10.00 which Company may increase from time to time by notice to Customer for each check submitted by Customer that is an insufficient funds check or a check that is returned, and (b) a non-refundable recovery fee in the amount shown on each of Company's invoices, which amount Company may increase or decrease from time to time by showing the amount on the invoice. Customer shall pay Company within 30 days after the date of Company's invoice. At any time after Company becomes concerned about Customer's creditworthiness or after Customer has made any late payment, Company may require, and if requested Customer shall pay a deposit in an amount equal to one month's charges under this Agreement.

**RATE ADJUSTMENTS.** Company may, from time to time by notice to Customer, increase the rates provided in this Agreement to adjust for any increases in its disposal costs. (a) transportation costs due to a change in location of Customer or the disposal or recycling facility used by Company, (b) the Consumer Price Index for All Urban Consumers (Waste, Sewer and Trash Collection Services), U.S. City Average, (c) the average weight per cubic yard of Customer's waste Materials above the number of pounds per cubic yard upon which the rates provided in this Agreement are based as indicated in the waste tags of this Agreement, (d) recycling sorting, processing and recovery costs, (e) waste related to Customer's failure to separate recyclable materials from other Waste Materials, the contamination of the Recyclable Materials, or other materials in the value of the Recyclable Materials, or (f) Company's costs due to changes in Applicable Laws. Company may increase rates for reasons other than those set forth above with Customer's consent, which may be evidenced verbally, in writing or by the parties' actions and practices.

**SERVICE CHANGES.** The parties may change the type, size or amount of equipment, the type or frequency of services, and correspondingly the rates by agreement of the parties, which may be evidenced verbally, in writing or by the parties' actions and practices. This Agreement shall apply to any change of location of Customer with the area in which Company provides collection and disposal services.

**RECYCLABLE MATERIALS.** This section applies in the event Company has expressly agreed to remove and transport Recyclable Materials material that Company determines can be recycled typically including, without limitation, aluminum cans, (BFC - Used Beverage Containers), cardboard (flat or wavy), various metal cans, metal auto parts, newspaper and plastic containers) to a recycling recovery facility, recycling center or similar facility. Customer agrees that Company in its sole discretion may determine any single item is contaminated and may refuse to collect it or may charge Customer for any additional costs, including but not limited to sorting, processing, transportation and disposal costs. Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclable Materials and use of its best efforts to not place items in the container that may result in the decrease in the value of Recyclable Materials or make the Recyclable Materials unsuitable for recycling.

**RESPONSIBILITY FOR EQUIPMENT ACCESS.** Any equipment furnished shall remain Company's property. Customer shall be liable for all loss or damage to such equipment located on normal use and use and for loss or damage resulting from Company's handling of the equipment. Customer shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume) more or use the equipment. **CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY FROM AND AGAINST ALL LOSSES ARISING FROM ANY INJURY OR DAMAGE TO PERSONS OR LOSS OR DAMAGE TO PROPERTY (INCLUDING THE EQUIPMENT) ARISING OUT OF CUSTOMER'S USE, OPERATION OR POSSESSION OF THE EQUIPMENT.** Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access.

**DAMAGE TO PREMISES.** Company shall not be responsible for any damage to Customer's premises, curbing or other driving surfaces resulting from Company's providing services at Customer's location.

**SUSPENSION.** If any amount due from Customer is not paid within 90 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste Materials until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

**TERMINATION.** In addition to its above suspension rights, Company may terminate this Agreement immediately by written notice to Customer if (a) any of the information contained in any credit application submitted to Company in connection with this Agreement is untrue or (b) Customer breaches this Agreement and fails to cure such breach within 15 days after Company gives Customer written notice of the breach. Company's failure to suspend service or terminate this Agreement when Customer fails to timely pay or otherwise breaches this Agreement shall not constitute a waiver of Company's right to suspend service or terminate this Agreement for any future failure to pay or cure breach.

**PAYMENT UPON TERMINATION.** If Customer terminates this Agreement before its expiration other than as a result of a breach by Company or if Company terminates this Agreement as a result of a breach by Customer (including nonpayment), Customer shall pay Company an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) six months or (b) the number of months remaining in the term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain. Such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already being paid under this Agreement.

**ASSIGNMENT.** Customer shall not assign this Agreement without Company's prior written consent, which Company shall not unreasonably withhold. Company may assign this Agreement without Customer's consent.

**EXCUSED PERFORMANCE.** Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, wars, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement.

**ATTORNEY'S FEES.** If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorney's fees, court witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

**MISCELLANEOUS.** If service to Customer includes Container Refresh, Customer is limited to requesting one exchange of each participating container every twelve months of paid enrollment. Any additional exchange is subject to Company's standard container exchange fee. Customer agrees that during any month's year in which Customer requests an exchange under the program, any service charge received by Customer in respect of Container Refresh will not be effective until Customer completes payment for twelve (12) consecutive months of enrollment in the program. Company reserves the right, in its sole discretion, to suspend or cancel the Container Refresh program. This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Agreement. Company shall have no confidentiality obligation with respect to any Waste Materials. This Agreement shall be binding upon and shall bind the heirs, assigns and personal representatives of the parties and their permitted assigns. If any provision of this Agreement shall be unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. Customer and Company agree that electronic signatures are valid and effective, and that an electronically signed copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

CUSTOMER'S INITIAL \_\_\_\_\_

DATE \_\_\_\_\_

SLR 114 (REV) 8/07



**BY-LAWS OF**  
**FIRSTLINE SCHOOLS, INC.**

**ARTICLE I**

**Articles of Incorporation**

The Name, Purposes, Limitations, Duration, and Board of Directors of FIRSTLINE SCHOOLS, Inc. sometimes hereinafter referred to as "the Corporation," are stated in its Articles of Incorporation of By-Laws.

**ARTICLE II**

**Offices**

**Section A. Principal Office.** The principal office of FIRSTLINE SCHOOLS shall be located in New Orleans, Louisiana.

**Section B. Other Offices.** The Corporation may have additional offices within the State of Louisiana as the Board of Directors may establish.

**ARTICLE III**

**Structure**

**Section A. Members.** The Corporation shall not be a membership organization and shall have no members.

**Section B. Stock.** The Corporation shall be organized on a non-stock basis.



## **ARTICLE IV**

### **Board of Directors**

**Section A. General Powers.** Subject to the limitations contained within the provisions of the Louisiana Non-profit Corporation law (La. R.S. 12:201 et seq.), the Articles of Incorporation, these By-Laws, and all policies established by the Corporation's Board of Directors, the Board of Directors shall set the policies of the Corporation, shall oversee the management of the business, property, and affairs of the Corporation, and may adopt positions on issues of substance related to the purposes of the Corporation. All powers of this Corporation shall be exercised by, or under the authority of, the Board of Directors. Without prejudice to such general powers, but subject to the same limitations, the Board of Directors shall have the following specific powers:

1. To select and remove the Chief Executive Officer (CEO) of this Corporation, to prescribe such powers and duties for him or her consistent with the Louisiana Non-profit Corporation law, the Articles of Incorporation, and these By-Laws, and to employ, discharge, and amend his or her compensation.

2. To oversee the establishment and execution of policies concerning the affairs and business of the Corporation; to oversee on an annual or other basis the substantive areas in which the Corporation's activities are to be concentrated; to oversee the establishment and execution on an annual or other basis the priorities of the Corporation; and to oversee generally the implementation of the Corporation's programs.

3. To borrow money and incur indebtedness for the purpose of the Corporation, and to cause to be executed and delivered therefore, in the name of the Corporation, promissory

notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, or other evidences of debt and securities.

Among the policies to be set by the Board shall be policies prescribing the obligations of Directors with respect to fundraising and financial contributions, attendance at Board meetings, and commitment of time and effort to the affairs of the Corporation.

**Section B. Number and Qualification of Directors.** The authorized number of Directors, to be set by the Board of Directors, shall be no less than seven (7) and no greater than fifteen (15).

**Section C. Election and Term of Office.** The terms of the initial Board of Directors, who are also the incorporators of the Corporation, shall be a term of one year, which shall expire upon the election and qualification of their successors. Successor Directors, to be elected by the initial Board for three-year terms, shall be elected by majority vote of those presently serving as Directors at an annual, regular, or special meeting of the Board called for that purpose. Successor Directors may serve consecutive terms.

**Section D. Vacancies.** If a vacancy leaves the Board with fewer than seven Directors, the vacancy will be filled by the majority vote of the Directors then in office at an annual, regular, or special meeting called for that purpose. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office. A Director elected to fill a vacancy resulting from an increase in the number of Directors shall serve for three years from the date of the next annual meeting.

**Section E. Resignation and Removal.** Any Director may resign at any time by notifying the Board Chair or Secretary in writing. Such resignation shall take effect on the date of receipt of such notice or at any other time therein specified, and, unless otherwise

specified, the acceptance of such resignation shall not be necessary to make it effective. After reasonable notice and an opportunity to respond, a Director may be removed at any time, for cause, at an annual, regular, or special meeting called for that purpose, by a vote of two-thirds (2/3) of the Board of Directors then serving if in their judgment the best interests of the Corporation would be served thereby.

**Section F. Compensation.** Directors shall not receive any salaries or fees for their services as Directors, provided, however, that to the extent permitted by law and the Louisiana Code of Ethics Directors may be reimbursed for out-of-pocket expenses incurred by them on behalf of the Corporation and authorized by the Corporation.

**Section G. Indemnification of Directors.** To the fullest extent permitted by law, the Corporation shall indemnify its Directors and Officers, or former Directors and Officers, against judgments and fines (whether civil, criminal, administrative, or investigative) and amounts paid in settlement, costs, and expenses (including reasonable attorneys' fees) actually and necessarily incurred by him or her in connection with the defense of any pending or threatened action, suit, or proceeding in which he or she is or may be made a party by reason of having been such Director or Officer, for acts or omissions committed within the scope of activity as a Director or Officer, provided that the Board of Directors determines that the person to be indemnified reasonably believed that he or she was acting in the best interests of the Corporation, and did not act willfully, with gross negligence, or with fraudulent or criminal intent.

**Section H. Chief Executive Officer (CEO).** The Board shall employ, on behalf of the Corporation, a person who shall act as CEO having charge of the day-to-day affairs of the Corporation, subject to the annual policies, work plan, and budget as approved by the Board

and subject to the oversight of and evaluation by the Board. The CEO shall manage all other Corporation staff. The Board retains the right to select, appoint, evaluate, and/or remove the CEO.

## **ARTICLE V**

### **Officers of the Board**

**Section A. Officers.** The Officers of the Corporation shall be a Chair, a Vice-Chair, a Secretary, and a Treasurer, and one person may hold two of these positions except for Chair and Vice-Chair. The Corporation may also have, at the discretion of the Board of Directors, such other Officers as may be appointed by the Board of Directors.

**Section B. Election.** The Officers shall be elected annually by the Board of Directors and each shall hold office until he or she resigns, is removed, or otherwise is disqualified to serve, or until his or her successor is elected. Officers may serve more than one term. Vacancies (due to removal, resignation, disqualification, death, or other causes) may be filled for the unexpired portion of the term, or new offices created and filled, at any meeting of the Board of Directors, by majority vote of the Board of Directors.

**Section C. Resignation and Removal.** Any Director may resign his or her position on the Board at any time by notifying the Chair or Secretary in writing. Such resignation shall take effect on the date of receipt of such notice or at any other time therein specified, and, unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective. A Director may be removed at any time, with or without cause, at an annual, regular, or special meeting called for that purpose, by a vote of two-thirds (2/3) of

the Board of Directors then serving if in their judgment the best interests of the Corporation would be served thereby.

**Section D. Chair.** The Chair of the Board of Directors shall, if present, preside at all meetings of the Board and of the Executive Committee and shall exercise and perform such other powers and duties as may be assigned to him or her from time to time by the Board or prescribed by these By-Laws.

**Section E. Vice-Chair.** The Vice-Chair of the Board of Directors shall preside at all meetings of the Board in the absence of the Chair and shall exercise and perform such other powers and duties as may be assigned to him or her by the Board of Directors or the Chair.

**When a vacancy in the role of the Chair occurs, the Vice-Chair shall become Chair until the next board meeting at which a quorum of the board exists to elect the next Chair of the Board of Directors.**

**Section F. Secretary.** The Secretary shall keep on behalf of the Corporation a book of minutes of all meetings of the Board of Directors, the Executive Committee, and of any committees having the authority of the Board of Directors, with the time and place of holding, how called or authorized, the notice thereof given, the names of those present, and the proceedings thereof. The Secretary shall also see that all notices are duly given in accordance with these By-Laws or as required by law. The Secretary may direct that the foregoing responsibilities be carried out by a qualified member of the staff of the Corporation. The Secretary shall be the custodian of the corporate records of the Corporation, and, in general, shall perform all duties incident to the office of Secretary and such other duties as may from time to time be assigned by the Board of Directors or the Chair.

**Section G. Treasurer.** The Treasurer shall assist the Board of Directors in the oversight of the Corporation's financial management, but shall not participate in the day-to-day financial management activities. The Treasurer shall also serve as the Chair of the Selection Committee for the auditor engaged to conduct the Corporation's annual audit. The Treasurer shall also, in general, perform all duties incident to the office of Treasurer and such other duties as may from time to time be assigned by the Board of Directors or the Chair.

## **ARTICLE VI**

### **Committees of the Board**

**Section A. Executive Committee.** There may be an Executive Committee of the Board of Directors composed of all Officers and such other Directors as shall be elected to the Executive Committee by majority vote of the Board of Directors. Meetings of the Executive Committee may be called by the Chair, by any two members of the Executive Committee, or by the CEO upon written notice to the members of the committee of the time, place, and purpose of such meeting. Subject to any limitation imposed by law, the Articles of Incorporation or by resolution of the Board of Directors, the Executive Committee is empowered to authorize the initiation of any action or activity by the Corporation, or interpret and communicate the position of the Corporation on issues related to the Corporation's purposes and activities, where in its judgment an urgent situation exists which requires prompt action on the part of the Corporation. The Executive Committee also may conduct other business of the Corporation requiring urgent attention, provided that it does not take any action contrary to any policy adopted by the Board.

**Section B. Other Board Committees.** In addition to the Executive Committee that is established by these By-Laws, the Board of Directors or the Chair with the consent of the Board of Directors may create and organize itself and may include persons who are not Directors into various other committees in order to better fulfill its responsibilities. Any such committee shall not be authorized to act on behalf of the Corporation, but shall serve solely in an advisory capacity in making such recommendations to the Board of Directors as the committee concludes are desirable or expedient.

## **ARTICLE VII**

### **Meetings of the Board and Directors**

**Section A. Annual Meetings.** There shall be at least one meeting of Directors annually for the purpose of election of Directors. This meeting shall take place at such place and time as the Directors shall decide with written notice being provided to each Director no less than 10 days prior to this meeting. The Meeting of Directors may take place at the same location and time as a regularly scheduled meeting of the Board of Directors.

**Section B. Regular Meetings.** The Board of Directors may meet monthly or at such other interval that the Board may determine. Notice of such meetings shall be provided as determined by the Board and required by law.

**Section C. Special Meetings.** Special meetings of the Board of Directors for any purpose may be called at any time by the Chair or by any three members of the Executive Committee, or by any group of Directors comprising at least one-third (1/3) of the Board of Directors then serving. The Secretary shall then send notice of the meeting to all Directors

at least two days prior thereto, which notice shall include the matters to be considered and voted upon at the meeting.

**Section D. Committee Meetings.** Written notice of the time and place of all Committee meetings shall be given to each member of the committee by mail, addressed to his or her address as it is shown upon the records of the Corporation, or by email.

**Section E. Notice of Meeting.** Mailing, delivery, or email for purposes of Board of Director and committee meetings, as described above, shall be considered due, legal, and personal notice.

**Section F. Waiver of Notice.** Any Director may waive notice of any meeting. The attendance of any Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

**Section G. Quorum.** At least a simple majority of the Directors currently serving shall be necessary to constitute a quorum for the transaction of business at any meeting of the Board of Directors. At least a simple majority of the Directors presently serving on the Executive Committee or any other committee shall be necessary to constitute a quorum for the transaction of business at any such committee meeting. In no event shall a quorum consist of fewer than four Directors. Any or all Directors may participate in any meeting of the Board of Directors, the Executive Committee, or any other committee of the Board by means of a telephone conference by which all persons are able to hear one another; however such participation shall not constitute presence in person at the meeting under State open meeting laws.



**Section H. Manner of Acting.** Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors (or of the Executive Committee or other committee of the Board if the act or decision is done or made by committee), except for the following matters, which require approval by a majority of the Directors presently serving: (1) a decision to enter into a new charter agreement; and (2) a decision to cease operations. ~~Any action required or permitted to be taken at a meeting of the Board of Directors, the Executive Committee, or other committee of the Board may be taken without a meeting if a consent, in writing, setting forth the action to be taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote.~~

**Section I. Adjourned Meetings and Notices Thereof.** Any Meeting of the Board of Directors, annual, regular, or special, or of the Executive Committee, or any other committee of the Board, whether or not a quorum is present, may be adjourned by majority vote of the Directors present, but in the absence of a quorum no other business may be transacted at such meeting.

**Section J. Notice of Adjournment.** Notice of the time and place of the holding of an adjourned meeting shall be provided in accordance with the notice requirements established by the State.

## ARTICLE VIII

### Miscellaneous

**Section A. Tax Returns and Financial Statements.** The Corporation shall file its annual income tax returns on time and in accordance with all applicable tax regulations and requirements. The CEO will make the annual Financial Report **available by September 30** and the Auditor's Report available to the Board for their review as soon as they are available but no later than **January 15, unless an extension is granted by the Board, the end of the fiscal year.**

**Section B. Execution of Documents.** The Board of Directors may authorize any officer or officers, or the CEO, to enter into any contract or execute any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors, no officer, or other person shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.

**Section C. Inspection of By-Laws.** The Corporation shall keep in its principal office the original or a copy of these By-Laws, as amended or otherwise altered to date, certified by the Secretary, which shall be open to inspection by the Board of Directors at all reasonable times during office hours.

**Section D. Fiscal Year.** The fiscal Year of the Corporation shall begin on the first day of July and end on the last day of June unless otherwise determined by the Board of Directors.

**Section E. Accountant.** The Corporation shall have the right to have an accountant.

**ARTICLE IX**

**Articles of Incorporation and By-Laws**

**Section A. Alteration, Amendment, or Repeal.** The Articles of Incorporation or By-Laws may be altered, amended, or repealed by the vote of a two-thirds (2/3) majority of the Board of Directors presently serving. Any changes to the Articles of Incorporation or By-Laws shall be presented to the Board for review at least 10 days prior to the vote on these changes.

AMENDED the 23rd day of August, 2018. I certify that the foregoing By-Laws of FIRSTLINE SCHOOLS were approved and adopted by and on behalf of the Corporation by its Board of Directors on August 23, 2018, and are currently in effect.

\_\_\_\_\_  
Board Secretary Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Secretary Printed Name

ALL VOTES MUST BE LIVE, CAST ALOUD AND RECORDED



**RESOLUTION for FIRSTLINE SCHOOLS  
FLS-RSL-18-0016A  
Amendment to FirstLine Schools By-Laws**

WHEREAS, FirstLine Schools is governed by a set of By-Laws last amended in March of 2016; and

WHEREAS, the FirstLine board of directors periodically reviews these By-Laws to ensure that they align with current applicable laws, requirements, and practices;

BE IT RESOLVED, on the 23rd day of August 2018, that FirstLine Board of Directors approves the following amendments to the By-Laws:

- 1) Change the board officer titles "President" and "Vice-President" to "Chair" and "Vice-Chair" throughout the By-Laws
- 2) Add the following sentence to the end of Article V, Section E: "When a vacancy in the role of the Chair occurs, the Vice-Chair shall become Chair until the next board meeting at which a quorum of the board exists to elect the next Chair of the Board of Directors."
- 3) Change the second sentence of Article VIII, Section A, to read: "The CEO will make the annual Financial Report available by September 30 and the Auditor's Report available to the Board for their review as soon as they are available but no later than January 15, unless an extension is granted by the Board."
- 4) Delete the final sentence of Article VII, Section H.

FirstLine Schools By-Laws - revised August 23, 2018

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 Cola	
4.	George Freeman	
5.	Darius Hamell	
6.	Christian Rhodes	

FIRSTLINE SCHOOLS – EDUCATION FOR LIFE

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7.	Charles West	
8.	Christy Slater	
9.	Carol Stair	

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# Governance Committee

2018-19 goals	Progress toward goals – as of August 23, 2018
<p>Further clarify board member roles and responsibilities:</p> <ul style="list-style-type: none"> <li>• Create Board Member checklist</li> </ul>	<p>Complete <a href="#">Undrafted Board Roles &amp; Responsibilities</a></p>
<p>Make committee meetings more accessible to all board members:</p> <ul style="list-style-type: none"> <li>• Share all committee meeting packets with all board members going forward</li> <li>• Look at google chat for board member participation in committee meetings</li> </ul>	
<p>Dashboards</p> <ul style="list-style-type: none"> <li>• Develop organizational dashboards to provide board members with real time up-to-date data</li> <li>• Create a Fact Sheet (updated regularly) to help board members be more effective in roles</li> <li>• Evaluate online systems to automate and organize board materials etc. (e.g., BoardView, google docs, etc.)</li> <li>• Board diversity assessment</li> </ul>	<p>In progress</p> <p>Complete <a href="#">Board Diversity Assessment Matrix</a></p>
<p>Revisit structure and content of board meetings to improve meetings in support of the board's strategic objectives.</p>	
<p>Add 2-3 new members to the Board</p>	<p>Currently recruiting 3 new board members</p>
<p>Create a calendar of routine oversight functions of the board for review at board and/or committee meetings: e.g., 990s, audit review, risk management review (insurance, policies...) etc.</p>	





**FirstLine Schools Board of Directors  
Member Roles & Responsibilities  
Revised August 24, 2018**

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**General Responsibilities**

The FirstLine Board of Directors is responsible for ensuring that FirstLine's academic programs are successful, that the schools' programs and operations are aligned with the terms of its charter, and that the Charter Management Organization (CMO) is sustainable. Membership on the Board requires a significant commitment that includes attendance at Board meetings and participation in committee work.

The term of office for a Board member is three years, and successive terms are permitted.

The Board as a whole and each Board member individually share the following responsibilities:

**Specific Responsibilities**

1. **Mission and Purpose**
  - a. Understand and support the FirstLine mission
  - b. Periodically review the FirstLine mission and revise if necessary
  
2. **Oversee Chief Executive Officer (CEO)**
  - a. Approve the CEO's job description
  - b. When needed, undertake a careful search process to find the most qualified individual; oversee and approve contract negotiation and renewals
  - c. Provide frequent and constructive feedback and an annual written performance review based on specific goals and achievements
  - d. Ensure that the CEO has appropriate written procedures and controls in place to provide adequate oversight of the organization
  
3. **Organizational Planning**
  - a. Approve an annual plan that includes specific, measurable goals
  - b. Periodically assess achievements against goals
  - c. Develop and regularly review progress of the annual plan
  
4. **Fiscal Oversight and Risk Management**
  - a. Approve the annual budget
  - b. Monitor budget to actual income/spending



- c. Approve key organizational policies, such as accounting, procurement, and personnel
  - d. See that internal and external auditing is conducted according to an approved Audit Plan
  - e. Ensure adequate insurances are in force to cover students, staff, visitors, the board and the assets of the schools
5. School Programs and Services / Academic Achievement
- a. Understand key programs and services
  - b. Approve measurable goals for academic achievement; monitor progress in achieving outcomes and goals
  - c. Approve annual, attainable board and management goals
  - d. Periodically assess the quality of programs and services
6. Fundraising Development
- a. Approve fundraising targets and goals
  - b. Assist in carrying out the Development Plan
  - c. Make an annual gift at a level that is personally meaningful
7. Advocacy and Community Standing
- a. Attend key events at FirstLine schools whenever possible
  - b. Serve as ambassadors, advocates, and community representatives of the schools
  - c. Speak on behalf of the board only when specifically authorized to do so
  - d. Approve the written Annual Report and public presentation that details FirstLine's mission, programs, and progress
8. Integrity and Accountability
- a. Ensure that appropriate policies and procedures to guide FirstLine's board members and staff are in place
  - b. Ensure compliance with all applicable laws and provisions that apply to the FirstLine schools
  - c. [Proposed addition: Complete all required filings and training required by the State of Louisiana, including annual Ethics Training.]
9. Board Development and Sustainability
- a. Participate in annual cycle of Board development
  - b. Actively participate in committee work to fulfill the Board's annual goals
  - a. Identify board membership needs for specific skills, experience, and diversity
  - b. Cultivate and recruit prospective nominees (working with the Governance Committee)
  - c. Assist with new board member orientation.

**Checklist for Board Members**

Expectation	Timing
Complete State-Required Ethics Training	Complete annually by December 31 of each year
Attend Annual Board Strategic Retreat	Annual in January: attend both half-day sessions (Friday afternoon/Saturday morning)  If you cannot attend, notify Najah Shakir at least two days in advance
Attend all Board meetings	6 per year plus any special meetings (must attend in person)  If you cannot attend, notify Najah Shakir at least two days in advance
Complete Tier 3 Disclosures	Complete annually by May 15: <a href="#">TIER 3 Financial Disclosure</a>
Participate in CEO Annual Performance Evaluation Survey	Respond to survey questions (After final school achievement results available, generally November/December)
Participate in Bi-annual Board Self-Evaluation Survey	Respond to self-assessment in September of every other year (2019 next survey)
Make a Financial Contribution	Make a financial contribution at any level that is meaningful to you at any point during the fiscal year  Cultivate potential donors and supporters to the extent comfortable
Join or Chair a Committee	Participate actively in at least one committee; attend committee meetings  Chair a committee
Board Development	Based on board composition needs, identify potential new board and committee members
Advocacy	Serve as ambassadors, advocates, and community representatives of FirstLine Schools



### LEVEL 3

Level Three (3) major infractions are high intensity discipline issues that warrant the attention of the principal, assistant principals, dean of students and possibly the New Orleans Police Department, or other authorities. All Level Three infractions must be accompanied by a written referral. These infractions will result in suspension, along with a potential expulsion recommendation from the school director.

#### Infractions

- Conduct or habits injurious to others
- Using /possessing controlled substances that cover significant equipment including unauthorized use of prescribed drug
- Using /possessing alcoholic beverages
- Using /possessing weapons prohibited under federal law
- Using /possessing weapons not federally prohibited
- Throwing missiles liable to injure others
- Integating or participating in fight or interfering in a fight
- Committing any other serious offense
- Threatening/intimidating student/faculty
- Possessing/stroking fireworks
- Bullying and cyber-bullying
- Harassment
- Physical assault with serious bodily injury
- Aggravated assault on a school employee
- Aggravated assault on a student (rape, sexual assault/battery)
- Arson (starting a fire)
- Using any item or substance to harm, frighten or intimidate others
- Causing a false alarm or making bomb threats
- Groupfighting: two (2) or more students involved in a fight does not necessitate an automatic recommendation for expulsion UNLESS serious bodily injury occurs
- Stealing (\$100.00 or more)
- Defacing school bus or destroying property
- Dishonesty (forging signatures, grades or cheating)
- Cell phone violation (texting, inappropriate texting, use with the intent to harm others)
- Eviction (\$100.00 or more)
- School probation violator
- Guilty of removal or across practices
- Sexual harassment
- Bodily contact without consent (rape, sexual battery)
- Improper use of computer at school with intent to harass or intimidate
- Burglary
- Kidnapping
- Any other infraction that the dean of students, AP or principal deem to be or covers as a level Three (3) infraction

#### If a Recommendation of Expulsion is Determined

- Parent/legal guardian contact
- School level conference with mandatory parent participation
- Referral to the RT team at the current school
- Referral to school social worker and/or professional school counselor at the current school
- Recommendation for expulsion and re-entry placement
- Note: Determination of whether to expel a student is made by the hearing office.

#### Possible Corrective Strategies (if expulsion is not recommended)

- Contact parent/legal guardian
- Implement a Home-to-School and School-to-Home Communication System
- Post, teach, and re-teach school behavior expectations
- Office check-in/check-out
- Implement a behavior contract that includes expected student behavior, incentives for demonstrating expected behavior, and consequences for infractions
- Intensive academic support
- Intensive social skills teaching
- Self-management program
- Firm, fair, and corrective discipline
- After-school detention
- Saturday school
- Loss of privileges
- Data based decision making
- Refer student to RT team
- Refer the student to the school social worker
- School bus suspension (if applicable)



## ANTI-BULLYING POLICY

### DEFINITION OF BULLYING, WHAT CONSTITUTES BULLYING, AND EFFECTS OF BULLYING

Bullying is a **pattern** of any one or more of the following:

- Written, electronic or verbal communications, including but not limited to calling names, threatening harm, taunting, malicious teasing or spreading rumors
- Cyber-bullying: Louisiana law includes electronic communication in its definition of bullying, stating that it includes, but is not limited to, a communication or image transmitted by email, instant message, text message, blog, social networking site through the use of a telephone, mobile phone, computer or any other electronic device
- Gestures, including but not limited to obscene gestures and making faces
- Physical acts, including but not limited to hitting, kicking, pushing, tripping, choking, damaging personal property, or unauthorized use of, damage to, or stealing of personal property
- Demoning humor or remarks relating to student's race, gender, ethnicity, sexual orientation, or personal characteristics
- Blocking access to school property or facilities
- Blackmail, extortion, demands for protection money or other involuntary donations
- Repeated and purposeful shunning or excluding activities
- Any actions considered to be harassment

AND where the pattern of behavior as provided above is exhibited toward a student, **more than once**, by another student or group of students, and occurs, or is received by, a student while on school property, at a school-sponsored or school-related function or activity, in any school bus or van, at any designated school bus stop, in any other school or private vehicle used to transport students to and from schools, or any school-sponsored activity or event.

The pattern of behavior as described above must have the effect of physically harming a student, placing the student in reasonable fear of physical harm, damaging a student's property, placing a student in reasonable fear of damage to the student's property, or must be sufficiently severe, persistent, and pervasive enough to either create an intimidating or threatening educational environment, have the effect of substantially interfering with a student's performance in school, or have the effect of substantially disrupting the orderly operation of the school.

### REPORTING BULLYING, INVESTIGATION AND CORRECTIVE ACTION PROCEDURES

FirstLine Schools requires the school director/principal or designee to be responsible for receiving complaints (reports) alleging violation of this anti-bullying policy. All school employees are required to report alleged violators of this policy, including contractual employees, such as cafeteria and custodial staff. Members of the school community (students, parents, volunteers and visitors) are encouraged to report any act that may be a violation of this policy. Complaints may be made via school-wide "bullying boxes," in person to the designated staff member above, or through additional school-based methods of reporting such as "bullying prevention" email addresses, or other methods determined by individual FirstLine schools. Complaints may be made anonymously or signed. All complaints will be thoroughly investigated and documented in accordance with Louisiana State Law using the Louisiana Department of Education Bullying Report Form and protocols found at <https://www.louisianabelieves.com/schools/public-schools/bullying>.

### NOTIFICATION TO PARENTS/LEGAL GUARDIANS OF AN ACT OF BULLYING

The school director/principal or designee will promptly notify the parents/legal guardians of all students involved of any incident of bullying as defined by this policy. Notification of the parent/legal guardian of all students involved must be made on the same day an investigation of the incident(s) has been initiated. Notification must be consistent with the student privacy rights under the applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA). Meetings with the parents/legal guardians of the victim and meetings with the parents or legal guardians of the alleged offender must be separate. Parents/legal guardians of the victim and alleged offender must be informed of all of the available parental consequences, penalties and counseling options at the meeting with school officials.

Potential consequences of confirmed bullying may include:

- Significant loss of privileges or time away from peers
- Change in class assignment
- In or Out-of-School suspension
- Suspension from transportation or other school-related activities
- Recommendation for an expulsion hearing, and/or
- Legal action.



If the school has determined that the discipline code has been violated, the school official should take prompt and appropriate disciplinary action pursuant to LA R.S. 17:416 and 17:416.1 and report criminal conduct to law enforcement, if appropriate. The results of the investigation will determine the level of infraction for the bullying/cyber bullying incident(s).

## **CELL PHONE AND ELECTRONIC DEVICE POLICY**

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Students may not use a cell phone or other personal electronic devices without school faculty permission. All devices are required to be turned off and put away from plain view. If a teacher or staff member sees or hears a prohibited or unapproved cell phone or other electronic device, the device will be confiscated and the parent will be notified. A parent or guardian must come to school to pick up the device. The school may decide to issue consequences and in the case of repeated violations of this policy, there may be school-specific progressive consequences including suspension.

## **ADDITIONAL POLICIES**

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### **SCHOOL MEALS**

Under the National School Breakfast (NSB), National School Lunch Program (NSLP), and Child and Adult Care Food Program (CACFP), FirstLine Schools serves breakfast, lunch, supper and snack, at no charge to students, through the Community Eligibility Provision (CEP). Supper and snack are served to all students at some of our schools, while at other schools these meals are served to students that participate in the after-school program only. For additional information on the CEP program, or any aspect of our school meal program, please contact Rebekah Cox, Director of Operations at [rcox@firstlineschools.org](mailto:rcox@firstlineschools.org), or 504-952-1331, or at FirstLine Schools, 300 N. Broad Street, Suite 207, New Orleans, LA 70119.

### **MEDIA RELEASE POLICY**

FirstLine Schools publicizes students' outstanding achievements and activities through a variety of media. This may include, but is not limited to, honor roll lists, yearbooks, photographs and videos of classroom and/or extracurricular activities. In addition, exemplary student work, student pictures and student first names may be published on school websites, partner websites and social media sites (Facebook, Twitter, Instagram). Parents/guardians may make a written request to the school's director within 10 days of enrollment or the first 10 days of the academic school year to request that such information not be published or used. Please note that you must take action if you do not want anything related to your child posted on various media.

### **LIBRARY POLICY**

FirstLine maintains libraries at all of its schools where students may check out books. If a book is lost or damaged, the book must be paid for before additional books can be checked out. Books are considered lost after being overdue for three months. Payment for a lost book is reimbursed should the book be found and returned in good condition.

### **ELECTRONIC COMMUNICATION POLICY**

All communication between employees and students must be appropriate and in accordance with state law. Employees may not communicate with, entertain, socialize with, or spend excessive amounts of time with students in a way that might reasonably create the impression to other students, parents, or the public that an improper relationship exists. All electronic communication between an employee and a student must be related to the educational services provided to the student and delivered by means provided or made available by FirstLine Schools for this purpose. Approved electronic communication methods include email, school-sponsored teacher websites, school websites, school-provided phones, and other electronic communication approved by FirstLine Schools.

If you would like a copy of the completed FirstLine Board adopted version of either FirstLine Schools Internet Safety Policy and/or FirstLine's Electronic Communication Policy, please contact FirstLine's Communications Department at [communication@firstlineschools.org](mailto:communication@firstlineschools.org).

#### **Internet Safety Policy**

The Internet provides access to unique resources and opportunities for collaborative work. The use of the Internet must be in support of education or academic research. Students shall use the Internet under the direction and supervision of teachers. FirstLine Schools utilizes filtering technology to limit access by students to inappropriate content on the Internet as well as any content or materials that may be harmful. In addition to the filtering system, teachers and staff will monitor student Internet and computer usage in the classroom. Violations may result in discipline up to and including the expulsion of the violating student.

#### **Device Usage Policy**

Students are expected to treat technology and computer resources with respect. If the student damages equipment, he/she shall be held responsible for the repair or replacement costs.



## ANTIDISCRIMINATION POLICY

FirstLine Schools participates in the National School Lunch Program as a participating institution and follows the antidiscrimination regulations of the U.S. Department of Agriculture outlined below.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

## LANGUAGE ASSISTANCE SERVICES

FirstLine Schools is committed to providing quality and professional translation (written) and interpretation (oral) services to families so that they can take an active role in their children's education.

To enable effective communication with our parents and guardians who have limited English proficiency, interpretation and translation services are available at no cost to parents and guardians.

To request an interpreter of a spoken language or translation of a school document, please download the Language Assistance Request Form from our website ([firstlineschools.org](http://firstlineschools.org)), or fill out the form included in the Forms section of this handbook, and return to your school's front office.

For questions or concerns, please contact:

Maricel Cruz, Language Assistance Service Point of Contact: [maricel@firstlineschools.org](mailto:maricel@firstlineschools.org), (504) 373 - 6205.

## MANDATORY REPORTING

Under Louisiana law, all FirstLine staff members are considered to be mandatory reporters. As such, all FirstLine staff are required by law (Article R.S. 14:400) to file a report to appropriate authorities (New Orleans Police Department [NOPD], Department of Child and Family Services [DCFS]), whenever it is believed that a child may have been physically or sexually abused, neglected, or their health (including mental health) is endangered. This includes acts between students, including but not limited to, inappropriate touching and sexual acts. If mandatory reporters fail to report, they can incur fines and imprisonment.

## PERSONALLY IDENTIFIABLE INFORMATION

FirstLine Schools understands and respects the importance of student privacy. We are committed to keeping all personally identifiable information about your child(ren) private and only sharing that information when legally required to do so or when necessary for the education, health, or safety of your child(ren). Below are some examples of what information may be shared:

- Information and educational records may be shared with employees of FirstLine Schools that have a role in providing a high quality education to your child(ren), including but not limited to teachers and administrators, to be used for designing, implementing, and evaluating educational programming and academic achievement.
- Information and educational records may be shared with high schools, postsecondary educational institutions, to be used for processing applications for admission and financial aid.
- Information and educational records may be stored on third-party computer systems for data storage and back-up purposes.
- Information and educational records may be shared with the Louisiana Department of Education and third-party providers when required by law, or to bill for special education and mental health services and evaluations.



- Information may be shared with third-party providers to provide educational programming, co-curricular programming, and assessments that strengthen the educational programming we offer to your child(ren).
- Information and health information may be shared with medical professionals and third-party providers to provide medical care or billing for medical care services (if applicable).
- Information may be shared with third-party providers for the provision of transportation and food services.
- Samples of student work and accomplishments may be displayed in the school or published to recognize your children's achievements.
- Your child's name may be published in programs related to school events.

We will NOT share personally identifiable information with any person or entity who desires to use the information for purposes that do not benefit the education, health, or safety of your child(ren). If you do not consent to the disclosure of your child's information for legitimate educational purposes, you must complete and submit an opt-out form. Please request an opt-out form from your school's front office administrator (FOA). The form must be completed and returned to the FOA within 10 days of your child's first day of attending school. If you have more than one child enrolled in a FirstLine School, you will have to submit an opt-out form for each child.

Please be aware that opting out has implications that will impact you and your child. Some examples include, but are not limited to:

- We will not be able to provide transportation to your child, because we can't share your child's name and address with our transportation partners.
- We may not be able to give your child access to computer-based learning opportunities.
- We will not be able to provide a report card with your child's name on it because we can't share your child's information with our Student Information System vendors.
- We cannot provide a transcript to any high school or college to which your child applies. You will not be able to access your child's grades online because we won't be allowed to share their information with our technology vendors.

#### **Notice to parents of students in grades 8 through 12:**

As the parent of a student in grades 8 through 12 you will be asked to review and provide written consent to share data with the Louisiana Office of Student Financial Aid (LOSTFA) and the Louisiana Board of Regents (BOR). Failure to provide written consent may result in delays or may prevent successful application for admission to a postsecondary educational institution and for state and federal student financial aid.

Once you have given consent, that consent shall remain in place unless and until you submit a formal written request to withdraw consent to your child(ren)'s school. This request should be addressed to your child(ren)'s school director and delivered to the front desk of your child's school OR by submitting a written request by emailing [info@firstlineschools.org](mailto:info@firstlineschools.org).

#### **FIRSTLINE SCHOOLS CHILD ACCESS POLICY**

Child safety and respecting parental rights are of paramount importance at FirstLine Schools. While your child is in our care, we are responsible for making sure they are safe.

The purpose of this policy is to avoid placing the school and school staff in the middle of custody disputes. Because this policy cannot anticipate and cover all possible circumstances, school staff will keep each child's best interest and safety in mind when making case-by-case decisions. We will honor all current judicial orders, e.g. custody orders, stay-away orders, protective orders, injunctions and the like. In the event we are presented with competing judicial orders, we will give priority and adhere to the most recently signed and dated judicial order.

In the absence of a current court order that states otherwise, FirstLine Schools and our school sites and staff will presume each parent, as listed on the child's birth certificate, shares unrestricted legal custody and the right to make educational decisions for the child. As such each parent has the right to:

- View their child's educational record;
- Participate in parent and teacher conferences together or separately;
- Access the child, both during school hours and for the purposes of checking the child in and out of school;
- Receive pertinent school documents, such as report cards.

If a parent is restricted from any of the above due to a current court order, the parent or guardian with legal custody must provide the school with a signed copy of the court order detailing the restricted rights.

If a parent is listed on the child's birth certificate, but did not enroll the child in school, is not listed on enrollment documents and/or in the student information system, cannot present legal custody documents, and has not participated, to the knowledge of school staff, in the child's schooling, then the enrolling parent/guardian of the child will be notified and, in some circumstances, the school resource



officer, prior to the child being released into the parent's care. Additionally, we will require a copy of the parent's valid driver's license or state identification and the parent's phone number prior to releasing the child into the parent's care. **Nothing in this provision prevents the parent from accessing or checking out the child if these conditions are met.**

In the event a person who purports to be a child's parent attempts to access the child and he/she is not listed on the birth certificate and is not listed on the authorized sign-out sheet, then the person will not be allowed to access the child. The person will also not be allowed to view the child's educational records unless the enrolling parent/guardian has provided the school with written consent.

## **FIRSTLINE SCHOOLS PRIVACY AND LAW ENFORCEMENT ACCESS TO SCHOOL SITES POLICY**

Under FERPA and Louisiana state law, all of our students' personal data information and educational records are confidential and are only accessible by the student's guardian(s) and staff with legitimate educational interest. Our children's safety and psychological well-being is of paramount importance, and it is essential we create and maintain a supportive, peaceful and disturbance-free learning environment that serves as a safe haven for all of our students.

In an effort to limit disruption and maintain a safe and peaceful school environment for our students, FirstLine Schools has adopted practices and procedures that are aligned with the Orleans Parish School Board's policies regarding relations with law enforcement and interrogations.

Before we can provide law enforcement agents access to a student or student records, the following procedures must be adhered to:

1. The officer/agent must provide the school host office with a copy of his/her badge, contact information, and badge number.
2. The officer must provide the school with the reason for access and a copy of a lawful judicial warrant or subpoena.
3. The school host office staff must notify the school director and the CAO prior to providing the officer access to a student or specific student record.
4. The school district's CAO and/or legal counsel must approve the request prior to allowing the officer/agent access to the student or student record.
5. If access is authorized, the school leader will retrieve the student or school record.

**NOTE: If a valid exigent circumstance or emergency exists necessitating that we provide immediate access, e.g., national security threat, imminent risk of harm, pursuit of a dangerous felon, the school shall comply.**

We ask law enforcement officers and agents to be cooperative and help us maintain a peaceful school environment. When possible, we ask that arrests, investigations, and other related matters take place outside of school hours and off campus. We also ask that if circumstances require us to grant access to a student, that the access takes place in the least traumatic way possible for the student, meaning that questioning and/or arrests take place outside of the view of other students, the student is not placed in handcuffs, and a school leader is allowed to escort the student out of the school building.

## **CRISIS PREVENTION POLICY**

Only trained staff members use Crisis Prevention Intervention (CPI) when students are in imminent danger of harming self or others. Physical intervention is used only as a last resort by a team of trained staff members while awaiting additional support. Staff documents all incidences of physical restraint, parents/guardians are notified, and documentation is filed with administration.

## **SAFETY, RESTRAINT AND SECLUSION POLICY**

At FirstLine Schools the prevention of crisis incidents and student safety is a top priority. To ensure all students remain physically and emotionally safe at school, teams of qualified professionals and families develop safety and crisis plans to support students in need of additional support and crisis prevention teams are CPI trained each school year.

Restraint is only used as a last resort if a student's behavior presents a threat of imminent risk of harm to self or others. Only trained FirstLine staff members are authorized to restrain a student. Any type of restraint must be done so that the least amount of discomfort occurs, no physical injury comes to the student, and breathing or the ability to communicate is never disrupted.

Seclusion is a procedure that isolates and confines a student in a separate room or area until the student is no longer an immediate danger to self or others. Seclusion does not include time-out, suspension, or student requested breaks. Seclusion is only permitted as

1. A last resort when de-escalation attempts have failed and the student continues to pose an imminent threat to self or others.





2. Necessary to minimize the imminent risk of harm while summoning the assistance of CFI-trained personnel, emergency medical service personnel, and/or law enforcement officers when a crime has been committed. Seclusion used for reasons other than imminent risk of harm and contrary to the above is considered unreasonable and strictly prohibited. Seclusion shall not be used as a disciplinary consequence or to otherwise isolate a student from educational instruction.
3. If an incident of restraint or seclusion occurs, the student's parent or guardian must be notified immediately. An incident report must be completed, copied, and mailed to the parent or guardian within two (2) school days of the incident. Copies of the incident report will be kept on file at the student's school and sent to FirstLine Schools' Director of Student Support Services within two (2) days of the incident.

#### **VERBAL AND CORPORAL PUNISHMENT POLICY**

No form of demeaning language or corporal punishment (including but not limited to paddling, striking, hitting, or humiliation) shall be used with any student enrolled at a FirstLine school.

### **SUSPENSION AND EXPULSION POLICY AND PROCEDURES**

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The following procedure is followed if suspension of a student is required.

1. Prior to any suspension, the school principal or his/her designee will advise the student in question of the particular misconduct of which he/she is accused and will state the basis for such accusation.
2. The student will be given an opportunity at the time to explain his/her version of the facts to the school director or his/her designee. Any student whose presence poses a continued danger to persons or property or represents an ongoing threat of disruption may be removed immediately from the school premises without benefit of the above-described procedure.
3. Revised statute 17:416 requires that prior to any suspension, the school director or his or her designee advise the student in question of the particular misconduct of which he or she is accused as well as the basis for such an accusation, and the student shall be given an opportunity at that time to explain his or her version of the facts to the school director or his or her designee. Additionally, the school director or his or her designee shall contact by telephone, contact the parent in person, or send a certified letter to the address of the parent or guardian of the student, giving notice of the suspension, the reason(s) for the suspension and establishing a date and time for a conference with the school director or his or her designee as a requirement of re-admitting the student. The school is required to provide written notice of the suspension to the parent(s) via electronic communication (email, text) or mail that includes the reason for the suspension to the parent or parents of the suspended student.
4. During a suspension, students are forbidden to come on school grounds or to attend or participate in any school-sponsored events. A student whose presence in school poses a continued danger to any person or property or an ongoing threat of disruption to the academic process shall be immediately removed from the school without the benefit of the procedure described above; however, the necessary procedure shall follow as soon as it is practicable.

The school is required to provide written notice of the suspension and the reasons to the parent or parents of the suspended student. Any parent, tutor, or legal guardian of a suspended student has the right to appeal the suspension to the chief academic officer (CAO) or designee of FirstLine Schools. The CAO or designee will conduct a hearing on the merits of the case. The decision of the CAO or designee on the merits of the case, as well as the term of suspension, is final. Parents have five business days to appeal the suspension in writing. Please see Parental Complaints, Concerns, & Appeals.

If the offense warrants a recommendation for expulsion, the school director makes the recommendation. In Orleans Parish, the Student Hearing Office (SHO), a part of the Enrollment Transitions team within Enrollment, conducts a hearing. A determination of whether to expel the student is made by the hearing office; at the hearing a third party can represent the student. Until the hearing takes place, the student shall remain on suspension.

The parent or guardian of the student may, within five days after the decision to expel the student has been rendered, request the local educational governing authority, either the Recovery School District for grades 9 - 12, or the Orleans Parish School Board (OPSB) for grades K-8, to review the findings of the hearing office. Otherwise, the decision of the hearing office shall be final. The governing authority, in reviewing the case, may affirm, modify, or reverse the action previously taken.

If the governing authority upholds the decision of the hearing office, the parent or guardian of the student may, within 10 days, appeal to the district court for the parish in which the student's school is located. The court may reverse the ruling of the board.



**Finance Committee Meeting Minutes  
Tuesday, July 24, 2018 at 11:00am  
Central Office - Service Conference Room  
300 N. Broad Street, Suite 207, NOLA 70119**

Board members in attendance: Alison Hartman, Greg St. Etienne, Staff members in attendance: Jay Altman, Gizelle J. Banks, Tiffany Robbins, Claudia Barker

The meeting was called to order at 11:00 am.

- 1) Minutes from the July 24, 2018 meeting were reviewed and approved by Alison and Greg.
- 2) Gizelle and Greg discussed the Status of FY17 audit findings and Statewide Agreed Upon Procedures exceptions. Gizelle reviewed the status of each audit finding and discussed the procedures that staff have implemented to resolve the findings and the statewide agreed upon procedures exceptions.
- 3) Gizelle and Jay reviewed the May 2018 Financials.
  - They discussed the budget versus actual net asset position.
  - The Balance Sheet was reviewed in detail. Cash position at the end of May was positive across the network. The accounting team will allocate the cash to each school instead of having it recorded in the network fund. There will be a reconciliation needed on the MFP receivables and payables to ensure that we have reflected the current reconciliation done at the State level in June. This will be done for the year end financials as the state did not complete the reconciliation until June of this year. Total net assets through May are \$1.1 million which is an improvement from last year.
  - The Income Statement was reviewed and most of the schools are in a positive net income position through May. Gizelle will take a look at Green and Clark to see why they are presenting a deficit net income position.
  - Network has a small deficit as compared to last year. This is a significant improvement over last year. The total net income through May is a positive \$745K. Gizelle anticipates that we will end the year in a positive net position and discussed this in detail with the year end projection report.
  - Gizelle and Jay reviewed the Cash flow statement projection which included projections through the middle of August. Gizelle will have cash flow projections through December ready for the next meeting.
  - The budget to actual report was reviewed and it was noted that the revenues and expenses were respectively at 94% and 93% percent as of May which is a good sign that the spending and fundraising are in line with the budget.



4) Gizelle reviewed the FY18 Year end projection. The projection was updated with the most recent local and State MIF funding and grants received and outstanding through June 30th. The projection included additional fundraising efforts that had been received during the year as well as expenses for Live Oak. The projections presented reflected an overall surplus for the year of \$192k above the original projections, including contingency and depreciation.

5) The committee discussed setting the Finance Committee dates for the rest of the year. It was decided that this committee would meet after the already calendared Governance Committee meetings.

6) The committee reviewed the new grant award for Charter School Growth Fund and discussed the terms of the agreement. The committee found all terms to be acceptable and will move forward with signing the agreement so that FLS can access the funding.

7) Jay reviewed the Live Oak Start up budget and informed the committee that because it crosses fiscal years, that it would need to be added to the budgets as it was not fully included in the draft FY19 budget. Tiffany informed Jay that the portion of the start up budget that fell in FY18 has been included in the actuals that have been reported to the committee and the board through May and will also be reflected in the June Statements. Tiffany informed the committee that the finance team would break out the portion of the budget that will not be expended in FY18 and include in the FY19 budget.

8) A review of vendor contracts greater than \$25k was done. Reviewed contracts:

- MIND Research Institute (academic)
- City Year (academic)

The contracts were approved for a resolution to the whole board.

The meeting was adjourned at 1:00pm.



FirstLine Facilities Committee Meeting – Minutes  
Tuesday, August 14, 2018 4:00PM – 5:30PM  
FirstLine Live Oak - 3128 Constance St. New Orleans, LA 70115 - Auditorium

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Attendees: Neil Williams, Rebekah Cain, David Barbier, Derius Herrell

1. Review Minutes/Action items from Last Meeting
  - [May Facilities Committee Meeting Minutes](#)
  - Derius Herrell moved to accept the May meeting minutes. David Barbier accepted the motion.
  
2. Review 2017 – 2018 Facilities Committee Goals
  - [17-18 facilities Committee Goals](#)
  - [Greenfighting Rubric](#) - feedback from committee
    - i. Adding tab for specific facilities concerns
    - ii. Adding Building inspection report
  - Updated DBE Information for FY18
    - i. Report to be updated and shared with committee members later this week.
    - ii. Baseline from FY17 was 6-7% DBE spending
    - iii. At Oct 16, 2017 meeting, set the following targets:
      1. 11% by end of FY18
      2. 16% by end of FY19
      3. long-term goal of 35%
  
3. Clark/MUCS FY19 Co-location
  - [MOU with MUCS](#)
  - [OPSB Sublease](#)
  
4. FirstLine Live Oak Update (walkthrough as time permits)
  - July 21 Work Day
  - Exterior Facility Updates
  - Interior Facility Updates
  - Outstanding issues: Electrical Major Repair with OPSB
  
5. New Business
  - Waste Management Vendor
  - Green Coast Enterprises (GCE) FY19 Contract



FirstLine Facilities Committee Meeting – Minutes

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6. Confirm Next Meeting Date/Time/Location

- Wednesday September 19th 4:00PM-5:30PM Central Office (Service Conference Room)



# Facilities and Operations Committee

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2018-19 goals

Progress toward goals – as of  
May 23, 2018

# Development Committee

2018-19 goals	Progress toward goals – as of May 23, 2018
<p>Innovation &amp; infrastructure for the future (next 20 years) Alumni Pro bono loaned execs for HR &amp; IT</p> <p>Leverage 20th Anniversary Subcommittees on development (e.g., parents) Cap the amount raised each year to move more to recurring revenues (raising money for innovation etc. not necessarily for running the schools) Less reliance on fundraising more on recurring revenues</p>	
<p>Describing breakdown of how funds raised are used More thoughtfulness and intentionality in setting goals and more long-term goal setting? Look at Program Related Investments (PRIs) and other sources of revenue eg. for buildings</p>	